



SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
POSSUM KINGDOM PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

The undersigned, being the authorized representative of Possum Kingdom Property Owners Association (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for Possum Kingdom Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Possum Kingdom Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Possum Kingdom Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Possum Kingdom Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Possum Kingdom Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Possum Kingdom Property Owners Association" and "Supplemental Notice of Dedicatory Instruments for Possum Kingdom Property Owners Association" recorded in the Official Public Records of Real Property of Palo Pinto County, Texas under Clerk's File Nos. 2020-00007296, 2021-00001515, 2021-00002947, 2021-00003472, 2021-00003975 and 2021-00008237 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Sixth Amended & Restated Rules and Design Guidelines for The Possum Kingdom Property Owners Association.**

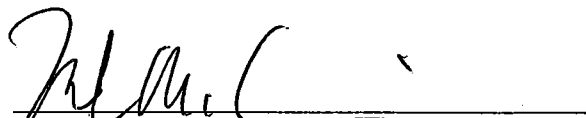
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Palo Pinto County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 12 day of March, 2024.

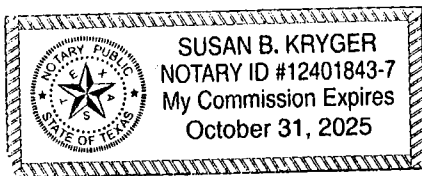
POSSUM KINGDOM PROPERTY
OWNERS ASSOCIATION


By:


Melissa McClain, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 12th day of March, 2024 personally appeared Melissa Mclain, authorized representative of Possum Kingdom Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

SIXTH AMENDED & RESTATED RULES AND DESIGN GUIDELINES
FOR

THE POSSUM KINGDOM PROPERTY
OWNERS ASSOCIATION

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PART I
GENERAL PROVISIONS AND RULES

PART II
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PART III
ARCHITECTURAL CONTROL AND DESIGN GUIDELINES

This instrument replaces and supersedes all prior rules and design guidelines in their entirety.

This document is being recorded as
a COURTESY ONLY by Roberts
Markel Weinberg Butler Hailey PC,
without review and without liability,
expressed or implied.

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RECITALS

A. The Board of Directors (the "**Board**") of Possum Kingdom Property Owners Association, a Texas nonprofit corporation (the "**Association**") previously adopted and recorded that certain Third Amended and Restated Rules and Design Guidelines for The Possum Kingdom Communities, recorded as Document No. 2015-00003959, Official Public Records, Palo Pinto County, Texas (separately, the "**Prior Rules**" and the "**Prior Design Guidelines**") (collectively the "**Prior Rules and Design Guidelines**").

B. Pursuant to Part I (K) and Part III(A)(11), the Prior Rules and Prior Design Guidelines are subject to being revised, replaced, amended or supplemented by the Board since the Development Period has ended.

C. The Board desires to amend and restate the Prior Rules and Prior Design Guidelines as set forth herein.

WHEREFORE, as evidenced by their signatures below, the Board hereby amends and restates the Prior Rules and Prior Design Guidelines, thus amending the Prior Rules and Design Guidelines in their entirety as these Sixth Amended and Restated Rules and Design Guidelines for The Possum Kingdom Property Owners Association (the "**Rules and Design Guidelines**"), which shall be effective as of the date of recordation in the Official Public Records of Palo Pinto County, Texas.

All owners, upon purchase of a Lot, have agreed to abide by these Rules and Design Guidelines. The Board members, when assuming office, also have agreed not only to abide by these Rules and Design Guidelines, but also while holding office to enforce these Rules and Design Guidelines.

It is expected that each homeowner will work with other property owners in solving issues that might arise that are, or are purported to be, in violation of the general rules and regulations. In those instances where purported violations of the Rules and Design Guidelines continue and/or are not easily resolved a formal complaint should be made to the designated person or persons identified by the Board whose responsibility it shall be to investigate the circumstances of the purported violation and/or address the issue with the property owners involved. If it is determined that the violation exists and persists, the information will then be sent forward to the Board for review. The Board's decision may include but is not limited to monetary fines and /or revocation of access to facilities and common area or other action that is in the Association's best interest.

Any property owner upon witnessing an infraction of a legal nature (federal, state, county, etc.) or any action or condition that threatens the health, safety or wellbeing of any persons or property in the community should be immediately contact the appropriate governmental entity.

PART I **GENERAL PROVISIONS AND RULES**

These Rules and Design Guidelines are in addition to the provisions of the Declaration of Covenants, Conditions and Restrictions for The Possum Kingdom Communities (the "**Declaration**"), the Bylaws, and other adopted rules and policies of the Association. In the event of a conflict among the Governing Documents, the order of governing authority shall be as follows: the Plat, the

Declaration, the Certificate of Formation, the Bylaws, and then the Rules and Design Guidelines (collectively referred to as the "Governing Documents"). The Board is hereby authorized to interpret, enforce, amend, and repeal the respective portions of these Rules and the Design Guidelines.

A. DEFINITIONS

Unless the context specifies or requires otherwise, capitalized terms used but not defined in these Rules and Design Guidelines are used and defined as they are used and defined in the Declaration. However, the following words and phrases when used in these Rules and the Design Guidelines shall have those meanings as specified below:

"ACC." The Architectural Control Committee, a committee which has the rights and duties as described in Section 8.4 of the Declaration and further clarified in Part III of these Rules.

"Amenities Center." A facility owned by the Association for the common use and enjoyment of the Owners, which may contain a swimming pool, clubhouse and a cabin and constitutes a portion of the Common Areas.

"Association." Possum Kingdom Property Owners Association, a Texas nonprofit corporation, created for the purposes and possessing the rights, powers and authority set forth in the Governing Documents.

"Common areas." *All real property (including Improvements thereon) owned by the Association and administered by the Association for the common use and enjoyment of the owners.*

"Community-Wide Standard." The standard of conduct, maintenance, or other activity generally prevailing throughout the Development and as outlined and stated in the Governing Documents.

"Declaration." The Declaration of Covenants, Conditions and Restrictions for The Hills Above Possum Kingdom Lake recorded under Document No. 00003021, Vol. 1431, Page 138 in the Official Public Records for Palo Pinto County, Texas, and all recorded amendments thereto.

"Design Guidelines." The design and construction guidelines and application and review procedures applicable to the Development as a whole or specific sections within the Development promulgated and administered by the ACC, as described in Part III of these Rules.

"Facilities." Any recreational facilities owned or to be owned by the Association that are located in the Development that includes but not limited to the Amenities Center, the Pavilion, the Club House, Cabin, boat launch, boat storage areas and any/all parks and outdoor trails.

"Manager" or "Management Office." The management staff, if any, in the Development's management office who may be employees of the Association or its managing agent.

"Owner." One or more Persons owning fee title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

"Pavilion." An outdoor pavilion area owned or to be owned by the Association for the common use and enjoyment of the Owners, which constitutes a portion of the Common Areas.

"POA." Property Owner's Association

"Posted Rules." Rules and signs posted by the Association at any time on the Property or any official communication from time to time.

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

"Rules." These Amended and Restated Rules and Design Guidelines, and the Posted Rules and Temporary Rules. The current Rules and Design Guidelines as filed in Palo Pinto County and any Posted Rules and Temporary Rules adopted by the Association.

"Temporary Rules." Notices communicated to the Owners by the Board of Directors of the Association from time to time or at any time which rules are seasonal or temporary in nature or notices of change affecting the use of the Development.

"Tenant." Any Person having the right to occupy a Lot pursuant to a lease or other occupancy agreement granted by an Owner, to the extent allowed by the Governing Documents.

B. COMPLIANCE

1. Compliance. Each Owner will comply with the provisions of the Governing Documents and any other policies or Rules adopted by the Board of Directors to supplement the Governing Documents, as any of these may be revised from time to time. Additionally, each Owner shall be responsible for ensuring compliance with the Governing Documents by all Persons using or occupying such Owner's Lot, including its guests, visitors, agents, employees and invitees. If a Rule requires, prohibits or permits conduct by an "Owner" or "Tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom an Owner or Tenant is responsible.

2. Additional Rules. Each Owner must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated into these Rules by reference.

3. Waiver/ Variance. Circumstances may warrant waiver or variance of Part I or Part II of these Rules. To obtain a waiver or variance, an Owner must make written application to the Board of Directors. The Board of Directors 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, and may be conditioned or otherwise limited.

4. Right to Enforce. The Board of Directors of the Association has the right to enforce Part I, Part II and Part III of these Rules against any Person on or within the Development.

C. OBLIGATIONS OF OWNERS

1. Safety. Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's guests, invitees and any person within

Development to whom the Owner has a duty of due care, control, or custody.

2. Damage. Except as otherwise provided in the Governing Documents, an Owner is responsible for any loss or damage the Owner causes to its own Lot, other Lots, and the Common Areas, facilities or the personal property of other Owners.

3. Insurance. An Owner assumes full risk and sole responsibility for any personal property which an Owner takes to any Common Area. Each Owner is solely responsible for insuring such Owner's improvements and personal property on its Lot. The Association recommends that all Owners and Tenants purchase and maintain appropriate insurance coverage on their personal belongings, vehicles and Lots.

4. Risk Management. An Owner may not permit anything to be done or kept in its Lot, or the Common Areas that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Association or any other Owner in connection with the Development.

5. Reimbursement for Enforcement. Each Owner shall promptly reimburse the Association on demand for any expense incurred by the Association to enforce the Governing Documents against such Owner or its Lot.

6. Reimbursement for Damage. Except as otherwise provided in the Governing Documents, each Owner shall promptly reimburse the Association on demand for the cost of damage caused by the negligent or willful conduct or omission of such Owner.

7. Subdividing of Lots. No Owner shall subdivide any lot smaller than it was platted in the original plat of the subdivision.

D. LEASES

1. Terms and Conditions of Lease. An entire Lot may be leased for private residential purposes only and may not be leased for a term of less than 6 months. Any lessee shall in all respects be subject to the terms and conditions of the Declaration and the rules and regulations adopted herein.

2. Written Leases. Each lease of a Lot must be in writing and must be fully executed by the Owner and the Tenant and a copy placed on file with the Association prior to the commencement of any such lease.

3. Subject to Documents. The mere execution of a lease for a Lot or occupancy (for any period of time) subjects a Tenant to all pertinent provisions of the Governing Documents to the same extent as if Tenant were an Owner; provided that, notwithstanding the foregoing or any provision of the lease between Owner and a Tenant, the Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner is responsible for providing a Tenant with the Governing Documents and notifying the Tenant of any changes therein. The Association may send notices of violations by a Tenant to both the Tenant and to the Owner of the Lot Occupied by the Tenant. Whether or not it is so stated in the lease, a Tenant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner and the board of Directors have all available remedies at law or equity.

4. Landlord Owners. Owners of Tenant-occupied Lots are advised to stay informed of

and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.

5. Tenant Communications. Owners shall instruct their Tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their Tenants that the Association does not manage or repair the Lots, and that the Tenant should not contact the Association (except as may be required by the Governing Documents or to report emergencies that are within the Association's scope of responsibility pursuant to the Governing Documents).

E. GENERAL USE AND MAINTENANCE OF LOT AND EASEMENTS

1. Use. Each Lot must be used solely for private residential use, and may not be used for any commercial or business purposes, without the approval of the Board of Directors. This restriction does not prohibit an Owner from using the Lot for personal, business, or professional purposes, provided that: (a) such use is incidental to the Lot's residential use; (b) such use conforms to all applicable Legal Requirements; (c) there is no external evidence of such use; and (d) such use does not entail excessive visits to the Lot by the public, employees, suppliers, or clients. The use of all Lots shall be in accordance with the Governing Documents.

2. Nuisance/Annoyance. A nuisance and/or annoyance shall be any activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities or which might be calculated to reduce the desirability of the Lot or any surrounding Lot. The Board is authorized to determine whether any activity or condition on a Lot constitutes a nuisance or is offensive and its reasonable, good faith determination shall be conclusive and binding on all parties.

3. Structure and Landscape Maintenance. At all times, Owner shall perform maintenance upon all Improvements and landscaping on his Lot in accordance with the Community-Wide Standard.

4. Lot Maintenance. Each owner shall maintain their lot in compliance with Article V, Section 5.6 of the Declaration.

5. Roadway Easements. The Association shall mow and maintain the roadway easements a minimum of 5 feet (except where prohibited due to drop off.) The Association shall not bear any responsibility for any damage to items placed in an easement.

6. Right of Entry. The Association's representative as approved by the Board of Directors may enter a Lot in case of an emergency originating in or threatening the Lot, whether or not the Owner is present at the time. This right of entry may be exercised by directors, officers, agents, and employees.

7. Combustibles. Except for those products sold for exclusive use as household cleaning products or used in the operation of lawnmowers or other equipment, an Owner may not store more than 10 gallons of flammable liquids, 500 cubic feet of gas, 500 gallons of LNG (Propane) or 10 pounds of solids or maintain explosives or other combustible materials (except wood or certified propane tanks) anywhere on the Property, including within its Lot, (See Section H. Wildfire Mitigation 7.c.)

8. Report Malfunctions. An Owner shall immediately upon discovery, report to the Association any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Owner who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.

9. Compliance with Laws. Each owner shall promptly and fully comply with any and all legal requirements with respect to the occupancy and use of a Lot.

10. Firearms. The discharge of a firearm is prohibited within the Development unless used in self-defense. The Board may impose additional fines and exercise other enforcement remedies in the Governing Documents to enforce this restriction.

11. Hunting. Hunting of any kind shall be prohibited within the Development. This includes the hunting of animals by firearms, bow hunting, traps, slingshots or other means of banning, targeting or entrapping wildlife or domesticated animals. Live trapping and removal of Feral Hogs and Coyotes is allowed.

12. Vehicles. Automobiles and non-commercial trucks and vans shall be parked only in Garages/Carports or in the driveways serving the Lots unless otherwise approved by the Association; provided however, the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Any vehicle left abandoned on a street or Common Area for thirty (30) days or more may be considered a nuisance and may be removed from the development. One (1) recreational vehicle, not in excess of 18 feet in length, one (1) utility trailer, one (1) boat, and one (1) trailer with up to two (2) jet skis may be kept on any Lot or driveway provided, (i) any such Lot has a residential Dwelling, (ii) the recreational vehicle, utility trailer, boat, and trailer with jet skis are only within the back one-half of the Lot, or on a driveway not closer to the street than the mid-point of the residential Dwelling located on the Lot, whichever is further from the front of the Lot. Commercial trucks and commercial vans may not be parked on a driveway or other area of a Lot that is visible from the street in front of the Dwelling.

13. Camping. No camping is allowed in Common Areas or on Lots.

F. GENERAL USE AND MAINTENANCE OF COMMON AREAS

1. Intended Use. Each area within the Development may be used only for its intended and obvious purpose. For example, walkways, paths, sidewalks and driveways are used exclusively for purposes of access and emergency egress.

2. Landscaping. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Common Areas, place any signs, affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Common Areas without the prior written consent of the Association. Digging, planting, pruning, and climbing in any landscaped areas within the Common Areas is expressly prohibited.

3. Courtesy. Each Owner will endeavor to use the Common Areas in a manner calculated to respect the rights and privileges of other Owners and other users of the Property. Each Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass,

or offend the average Owner in the Development and other users of the Property.

4. Code of Conduct. Owners will conduct themselves in a civil manner when dealing with the Association's officers, directors, committee members, employees, contractors, agents, and other Owners. In return, the Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors, officers or homeowners, and (h) phone calls, letters or emails that are designed, by their tone, time, or frequency, to harass or intimidate. No person has the right to abuse another, or the duty to tolerate abuse.

5. Association Employees. Owners may not instruct, direct, or supervise the Association's employees and agents, unless directed to do so by the Board of Directors. Owners may not interfere with the performance of duties by the Association's employees and agents, and will refrain from monopolizing the time or attention of the Association's employees and agents.

6. Communications Among Owners. The Association bears a duty to balance the right of members to communicate with each other against the desire of the Owners and Tenants 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.

- (a) Without the Board of Directors' prior written permission, Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Association. In communicating with other Owners, the issuer should identify himself and state that the communication has not been sanctioned by the Association.
- (b) Without the Board of Directors' prior written permission, a person may not distribute handbills or hand-deliver written communications to mailboxes, doors, car windshields or email solicitations.
- (c) Without the Board of Directors' prior written permission, a person may not solicit information, endorsements, or money from Owners or Tenants, except via the U.S. mail.

7. Noise and Odors. Each Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb other Owners.

8. Reception Interference. Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, internet or electronic reception on or about the Development.

9. Walking, Driving, Speeding, and Unsafe Driving. Any 2, 3, 4 or more wheeled vehicle operated within the confinements of the Development must abide by posted speed limit signs and other signage and shall not be driven in an unsafe manner or at excess speeds due to road conditions or the surrounding environment.

Anyone operating a vehicle on any of the common roads or common areas must be a licensed driver and must be insured in accordance with Texas State Laws.

All construction vehicles and contractors must abide by posted signage, road conditions and weight limits as described in ACC requirements.

Off road vehicles may be driven only on lots owned by the driver or on areas where permission has been given by the owner but may not be driven off road in common areas of the development.

All off road vehicles must have exhaust system spark arrestors installed and must not cause a noise problem that might disturb other lot owners or residents.

All drivers will give right of way consideration to pets and/or people that may be in the common area by slowing down and yielding to them.

When residents are walking on roads or trails within the community they should walk to the edge of the road and be cognizant that being able to hear traffic coming in either direction is an important safety concern.

10. Incidental Bodies of Water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within or adjacent to the Development. In addition, the Association shall not be responsible for maintaining, increasing or decreasing the water level within any lake or other water body or removing vegetation from any lake or other water body.

11. Resolution by Arbitration. All disagreements between an Owner and the Association as a representative of another Owner, with regard to whether or not noises, odors or particular conduct are loud, disturbing, objectionable or otherwise annoying as contemplated in Part I and Part II of these Rules shall be resolved in accordance with the terms of the Declaration.

G. USE OF FACILITIES

1. Access to Facilities. The Association may, in its sole and absolute discretion, designate the hours of access to the Facilities, as well as restrict the use thereof, by requiring pre-scheduling and limiting the amount of time available to each Owner to ensure fair access. The use of the Facilities is subject to compliance with these Rules. Persons using the Facilities must, at all times, respect the rights and privileges of others using the Facilities.

2. Amenities Center. The Amenities Center consists of the Ritchie cabin, clubhouse, swimming pool and any future amenities approved and constructed by the Association. The Ritchie Cabin and the clubhouse are available to Owners by reservation as described on the POA website.

3. Guests. The property Owner agrees to assume all responsibility for the care, safety and well-being of such Owner's guests relating to the use of the Facilities. The right of an owner to share the use of the Facilities with such guests is at all times subject to the immediate termination by the Board if the Governing Documents are violated, or if such termination is deemed by the Board to be in the Association's best interests. Guests are limited to immediate family and house guests. Any other guests must be accompanied by the owner.

4. Access Codes and Remotes. Access codes and remotes are the property of the Owner and may not be shared with guests other than immediate family and house guests. Other

sharing of access may result in suspension to the rights of the use of the facilities.

5. Number of Guests. Owners or tenants, their family and guests may not exceed ten (10) guests when using the Amenities Center. By reservation through the Property Manager or Board, functions involving a larger number of guests may be permitted in the Clubhouse/pool or Cabin, provided, however, that the number of guests in the facilities shall at all times comply with all Legal Requirements and the maximum occupancy standards set forth therein. Reserved functions must be confined to the Clubhouse/pool or Cabin, and the host Owner/Tenant must ensure that such Owner's guests do not use the other Facilities.

6. Animals Prohibited. Other than service animals, or other animals permitted by law, no animals or pets are permitted in the Amenities Center at any time.

7. Disturbances Prohibited. No loud sounds/noises, or boisterous conduct is permitted in the Amenities Center at any time.

8. Glass Containers Prohibited. Containers made of glass ARE NOT permitted at any time in the swimming pool area.

9. Smoking Prohibited. No smoking or vaping in or at Common Areas or Facilities.

10. Suspension of Privileges. The Board may, after due process, suspend use or access of the Facilities by any Owner or guest who is in arrears of any fine or dues payment, or violates these Rules and Design Guidelines in relation to the Facilities. The length of the suspension will be determined solely by the Board, taking into consideration the facility in question and the nature and frequency of the violations. Notice of such suspension will be delivered in writing and will entitle the suspended Facilities user to a hearing before the Board of Directors, pursuant to the terms and conditions for requesting and holding a hearing as set forth in Part II Section D, #5 below.

11. Suspension for Nonpayment. The Board of Directors may, after due process, suspend use or access of the Facilities by an Owner or by the occupants of that Owner's Lot for any period during which Assessments against that Lot are unpaid, as further set forth in Part II Section A

12. Additional Rules for Swimming Pool. In addition to the Rules and Posted Rules at the swimming pool, the following rules will condition any use of the swimming pool: (a) customary swimming attire must be worn in the swimming pool; (b) street clothes, cutoffs, underwear and nude bathing are not allowed in the pool; (c) pool furniture may not be removed from the swimming pool area; running, rough play, wrestling, excessive splashing and loud behavior are prohibited in the pool area; and (e) children who are not toilet trained are not permitted in the swimming pool without a swim diaper.

13. Reservation of the Clubhouse and Ritchie Cabin: In addition to the above Rules, including age and guest limitations, the following rules will condition apply to the use of the clubhouse/ Ritchie Cabin:

- (a) Reservation. The clubhouse/ Ritchie Cabin may be reserved through the Association for a specific date not more than sixty (60) days prior to the event nor less than two (2) weeks before such date. If two Owners desire to rent the same amenity at the same time, the Owner that has not

previously rented the amenity during the month requested shall have priority. The Association may charge a fee for the reservation and use of the Clubhouse or Ritchie Cabin in addition to the refundable deposit.

- (b) **Use or Function.** In connection with a reservation, the Association may require the Owner to describe the purpose for which the clubhouse or Ritchie Cabin will be used. The right of Owners to reserve the clubhouse/ Ritchie Cabin for private use is subject to the right of the Board of Directors to prohibit or condition certain uses or functions or to require additional security deposits. All amenities shall not be available for overnight use.
- (c) **Cleaning.** An Owner who has exclusive use of the clubhouse or Ritchie Cabin must restore the clubhouse or cabin to a neat and clean condition within two (2) hours after the end of the period reserved or no later than 8:00 a.m. the next day following an evening use. The Association shall have the right to require a deposit in connection with an Owner's reservation of the clubhouse or cabin, and if the condition of such clubhouse or cabin is not satisfactory upon Association's inspection, the cost of cleaning or repair will be deducted from such deposit. A minimum deduction by the Association for cleaning or repairs may be set by the Board of Directors.

14. **Release.** Although all Owners, guests and invitees may be required to sign releases of liability releasing and holding harmless the Association, Board of Directors and employees from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board of Directors, employees and Manager, if any, arising out of and in connection with any such activities. THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS 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 FACILITIES OR ANY EQUIPMENT ASSOCIATED WITH THE FACILITIES.

15. **Risk.** Each Owner uses the Facilities and other Common Areas at such Owner's own risk. The Facilities are unattended and unsupervised. Each Owner is solely responsible for such Owner's own safety and that of such Owner's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

H. SUPERVISION

For the enjoyment of all Owners, the following limitations and restrictions will be observed, in addition to any Rules, Posted Rules and other warnings or notices that may be posted at the Facilities.

1. **Supervision of Minors.** For their own well-being and protection, persons who are younger than sixteen (16) years old shall be under the general control and supervision of their parents or guardians at all times while at Facilities or Common Areas.

EACH OWNER AND OCCUPANT OF A LOT AND THEIR RESPECTIVE LESSEES, INVITEES, LICENSEES, AND GUESTS SHALL BE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND SECURITY ON THEIR LOT AND WITHIN THE DEVELOPMENT.

NEITHER THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGER, IF ANY, NOR THE ACC SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE DEVELOPMENT, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SECURITY SYSTEM OR MEASURE, INCLUDING ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE DEVELOPMENT, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO INFORM HIS/HER TENANTS AND ALL OCCUPANTS OF HIS/HER LOT THAT NEITHER THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGER, IF ANY, NOR THE ACC ARE INSURERS OR GUARANTORS OF SECURITY WITHIN THE DEVELOPMENT, AND THAT EACH PERSON USING THE DEVELOPMENT ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS OF LOTS, RESULTING FROM ACTS OF THIRD PARTIES.

I. TRASH DISPOSAL

1. General Duty. Owners will endeavor to keep the Development clean and will dispose of all refuse in receptacles for that purpose and may not litter Common Areas. All residential garbage cans need to be out of view of the street, except on pickup days and must be promptly removed from view within 24 hours of emptying.

2. Hazards. Trash may not be left anywhere on the Common Areas other than in the designated receptacles, and then only by Owners using that facility. Owners may not place lighted or smoldering items, including cigarettes, in such designated trash receptacles. An Owner may not store trash inside or outside his/her Lot in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin.

3. Common Area Trash Receptacles. Lot owners shall not use common area trash receptacles for their personal trash disposal. Owners who fail to adhere to this guideline shall be, after due process, considered to be in violation and subject to a fine.

J. PETS AND ANIMALS

1. Subject to Legal Requirements. All pets must conform to any applicable animal control ordinances and Legal Requirements.

2. Permitted Pets. Permitted pets include domesticated dogs, cats, rabbits and caged birds. There shall be no more than four adult dogs per household. Dogs must be kept in a kennel, dog run, or fenced in area that confines such dogs to the Lot. Pets shall not be permitted to run loose within the Development. If required by any Legal Requirement, any such pet(s) must be appropriately vaccinated and licensed through the applicable Governmental Authority. Pets roaming the Common Areas may be removed from the Development, by the Association.

3. Large Animals. Owners may maintain horses, mules, cows, goats and sheep on Lots five (5) acres or greater in size once residential dwelling is constructed. Such animals shall be limited in number to one animal per acre owned by an Owner, but only if such Lots are fenced

with fencing capable of containing such animals and a barn is provided to shelter the animals.

4. Prohibited Animals. No Owner may keep dangerous or exotic animals, trained attack dog(s), or any other animal as determined by the Board, in its sole discretion, to be a potential threat to people or other animals.

5. Leashes. Pets must be leashed or carried while in Common Areas. No pet may be leashed to a stationary object on the Common Areas. No pet is allowed, at any time, in the Amenities Center.

6. Disturbance. Pets must be kept in a manner that does not disturb another Owner's rest or peaceful enjoyment of his/her Lot or the Common Areas. No pet may be permitted to bark, howl, whine, yap, yip, screech or make other loud noises for extended or repeated periods of time.

7. Damage. Owners are responsible for any property damage, injury, or disturbance such Owner's pet may cause or inflict on the Common Areas and must compensate any person injured or otherwise damaged by such Owner's pet. An Owner who keeps a pet on his/her Lot is deemed to indemnify and agrees to hold harmless the Board, the Association, the ACC and other Owners and Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet on such Lot.

8. Dog Walk. Owners are responsible for the removal of pet's wastes from the Common Areas. The Board of Directors may levy a fine against a Lot and its Owner each time feces or urine are discovered on the Common Areas and attributed to an animal in the custody of such Owner.

9. Removal. If an Owner or such Owner's animal violates these Rules, or if an animal creates a nuisance, unreasonable disturbance, or noise, the Owner or person having control of the animal may be given a written notice by the Board to correct the problem. After the first written warning, a fine may be levied. If violations occur repeatedly, the Owner, upon written notice from the Board, may be required to remove the animal from the Development, or if the Owner fails and/or refuses to have the animal removed, the Association may have the animal removed from the Development. Each Owner agrees to permanently remove the violating animal from the Development within ten (10) days after receipt of such removal notice from the Board.

10. Complaints. Any complaints about pets, animals or Owners violating these Rules shall be made in writing to the Manager, if any, or the Board identifying the type of infraction, the date of infraction, and must be signed by the witness to the infraction.

11. Compliance. Animals with a physical handicap or, to the extent permitted by applicable Legal Requirements, Owners who have a physical handicap which would prevent them from complying with these Rules, must receive a variance from the Board of Directors, or Manager (if any).

K. MISCELLANEOUS

1. Mailing Address. Owner agrees to provide the Association with a current mailing address and a current email address. All notices required or allowed under these regulations shall be deemed delivered, if sent to the mailing address or email on file with the Association. Owner who receives mail at an address other than the address of such Owner's Lot is responsible for

maintaining with the Association such Owner's current mailing address. An Owner who changes such Owner's name or mailing address must notify the Association in writing within fifteen (15) days after the change. Notifications of change of name or change of address should be clearly marked as such. 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 that Owner's Lot is deemed effective for purposes of delivery.

2. No Waiver. The failure of the Association to enforce a provision of these Rules does not constitute a waiver of the right of the Association to enforce such provision in the future.

3. Severability Before a Fine Can Be Levied. If any term or provision of these Rules 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 Rules.

4. Amendment of Rules. These Rules and Design Guidelines are subject to being revised, replaced, amended or supplemented by the Board. Upon any such revision, a copy of the revisions will be posted on the community association website. The notice may be published and distributed in an Association newsletter or other community-wide publication, or by e-mail. Owners are urged to contact the Association to verify the Rules currently in effect on any matter of interest.

5. Other Rights. These Rules are in addition to all rights of the Association under the other Governing Documents and all applicable Legal Requirements.

PART II RULES GOVERNING BILLING, COLLECTION AND FINING POLICY

A. BILLING AND COLLECTION POLICY

It is the policy of the Association to collect annual assessments which are not paid in a timely manner as follows:

1. Statements for Assessments. The Association shall send a statement for the annual maintenance assessment to each Owner in the month preceding the month in which payment of the annual assessment becomes due (i.e., in December). The statement shall be forwarded to an Owner at the last known mailing address of the Owner according to the records of the Association. It is the responsibility of the Owner to notify the Association in writing of a change in the Owner's mailing address. The submission of a check which sets forth an address for the Owner that is different from the mailing address previously provided by the Owner to the Association does not constitute written notice of a change of the Owner's mailing address.

2. Due Date. Annual maintenance assessments are due on the first (1st) day of January of each year. An annual maintenance assessment which is not received by the Association by January 31st of the year in which the annual maintenance assessment becomes due shall be deemed to be delinquent and a monthly late fee (as listed on the schedule of fees) will be charged to the account of the Owner of the property for which the annual maintenance assessment becomes delinquent. The late fee will be applied monthly until delinquent payment is received or the account is turned over to Attorney for collection.

3. Payments. The Association may allow Owners to pay annual maintenance assessments which have not become delinquent over time, so long as the payment plan is approved and the Owner signs the Association's payment agreement. Payments must be made at least on a monthly basis. A setup fee included on the schedule of fees will be charged for receiving and processing each payment.

4. Application of Payments. A payment received from an Owner shall be applied in the following order of priority:

- a. any delinquent assessment (annual assessment, individual assessment or special assessment);
- b. any current assessment (annual assessment, individual assessment or special assessment);
- c. any attorney's fees or third-party collection costs incurred by the Association solely with assessments or any other charges that could provide the basis for foreclosure (i.e., charges secured by the Association's lien);
- d. any attorney's fees incurred by the Association that are not associated with assessments;
- e. any fines assessed by the Association; and
- f. any other amounts owed to the Association.

5. Insufficient Check. If an Owner submits a check in payment of all or some portion of the Owner's assessment account and the check is returned unpaid due to insufficient funds in the account, future payments of sums owed to the Association must be made by cashier's check or money order. An NSF fee included on the schedule of fees shall be charged to an Owner for a check returned due to insufficient funds.

6. Notices. If an account becomes delinquent, a collection letter will be sent to the Owner of the property, the cost of which will be added to the Owner's assessment account. If an account remains delinquent on or after March 1 of the year in which the annual maintenance assessment becomes due, a Delinquency Notice shall be sent to the Owner. The Delinquency Notice shall be sent to the Owner by certified mail, return receipt requested, and shall:

- a. specify each delinquent amount and the total amount of the payment required to make the account current;
- b. advise the Owner of the availability of a payment plan in accordance with the Association's recorded Payment Plan Policy;
- c. provide a period of at least thirty (30) days to cure the delinquency before further collection action is taken; and
- d. advise the Owner that if, after the thirty (30) day period has expired, the Owner has not entered into a payment plan and account remains delinquent, the account will be referred to the Association's attorney and any fees and costs thereafter incurred by the Association will be added to the Owner's account in accordance with the Declaration of Covenants, Conditions and Restrictions.

7. Suspension Privileges. If an Owner's assessment account becomes delinquent, the Association may also suspend the Owner's right to use the recreational facilities of the Association after giving written notice to the Owner in accordance with Section 209.006 of the

Texas Property Code. The suspension of an Owner's right to use the recreational facilities of the Association shall be in addition to, not in lieu of, all other remedies available to the Association for non-payment of assessments.

8. Attorney Action. If, after a Delinquency Notice is sent to an Owner, the Owner fails to respond to request a payment plan or pay the amount required to make the account current within forty-five (45) days, the account will be referred to the Association's attorney for collection. The Association's attorney will forward a thirty (30) day demand for payment to the Owner, which demand shall also advise the Owner that the failure to pay the amount due may result in further legal action, including foreclosure of the Association's lien. Provided that, action to foreclose the Association's lien shall not be commenced unless authorized by the Board of Directors of the Association.

9. Payment Plan. Any payment plan entered in to/ by and between the Association and an Owner after an account becomes delinquent shall be in accordance with the Association's recorded Payment Plan Policy.

B. GENERAL PROVISIONS

1. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, if any, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

2. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

3. Limitations of Interest. The Association, and its officers, directors, Managers, if any, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

4. Notices. Unless the Documents, applicable law, or this policy provide otherwise, any notice or other written or electronic communication is given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner or thru electronic communication. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

C. FINING RULES AND PROCEDURE

1. Policy. The Association uses fines to discourage violations of the Declaration, and to encourage compliance when a violation occurs, not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Declaration. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

2. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Declaration by the Owner and the relatives, guests, employees, and agents of the Owner and residents, in the same manner and under the same conditions as any other assessment, as defined above. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

3. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Declaration. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

4. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, or e-mail and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. app. section et seq.), if the Owner is serving on active military duty. The notices sent out pursuant to this paragraph is further subject to the following:

- (a) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, then the notice will state those items set out in Section 4 (1) - (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
- (b) Repeat Violation. No cure within two (2) Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding two (2) months, but commits the violation again, the notice will state those items set out in Section 4 (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding two (2) months but has not cured the violation, then the Owner will be fined pursuant to the Schedule of Fines described in the records of the Association.
- (c) Continuous Violation. After an Owner has been notified of a violation as

set forth herein and assessed fines in the amounts set forth in the Schedule of Fines (set forth below), if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

5. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Association's Board of Directors or Association's Manager within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied.

6. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

7. 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, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

8. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

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

GENERAL FINES:

<u>New Violation:</u>	<u>Fine Amount:</u>
Notice of violation and Right to Cure	\$250.00 (may be avoided if Owner cures the violation by the time specified in the notice)
<u>Repeat Violation:</u>	
1st Notice (No Right to Cure)	\$500.00
2nd Notice (No Right to Cure)	\$750.00
3rd Notice (No Right to Cure)	\$1000.00
4th Notice (No Right to Cure)	\$1250.00
<u>Continuous Violation:</u>	
Continuous Violation Notice	Amount to Be Determined by Board

PART III
ARCHITECTURAL CONTROL AND DESIGN GUIDELINES

The ACC has been established to be responsible for administration of the design guidelines and review of all applications for construction and modifications permitted hereunder. Article VIII, Section 8.4 of the Declaration vests the Association with the authority to designate certain individuals to comprise the ACC, each of whom are generally familiar with the residential and community development design matters and knowledgeable about concerns for consistent design standards in the Development. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ACC in having any application reviewed by architects, engineers or other professionals.

The Rules and Design Guidelines, set forth the duties and obligations of the ACC, as well as certain rules and guidelines with respect to the construction of any Improvements within the Development. The ACC shall have the authority to make any such objective judgments and recommendations and to interpret the intent and provisions of the Rules and Design Guidelines and forward its recommendations to the Board for approval. All development of the Lots and construction of Improvements thereon shall be in accordance with the Rules and Design Guidelines. The ACC shall consist of members of the community who are not currently serving on the Board, nor married to the spouse of a Board member and cannot be a person residing in a Board member's residence. The ACC be appointed by the Board of Directors. One current Board member shall serve as a Board liaison to the ACC to assist with communication between the ACC and the Board.

A. DEFINITIONS PERTAINING TO PART III

"ACC." As defined in Part I, Section A above.

"Accessory Building." Defined as A building used for another purpose other than for single family residence. The Association allows Accessory Buildings to be constructed of metal

siding. Metal panels must be either R-Panels or U-Panel style; must be a minimum of 29-gauge steel; roof pitch as low as 4/12; single slope roofs are prohibited and any request for a variance shall be made to the ACC.

Accessory Buildings must be approved in writing and/or email by the ACC prior to being erected, altered or placed on any Lot. No Accessory Building may be built until construction of the appurtenant Dwelling has commenced. The exterior of all Accessory Buildings must be a coordinating match color of the exterior of the appurtenant Dwelling.

The number of buildings permitted per Lot in addition to the Dwelling are as follows:

(a) Less than two (2) acres Lot. Owner may construct one (1) Accessory Building (see exception for Section 5A).

(b) Two (2) acres up to Five (5) acres Lot. Owner may construct up to two (2) Accessory Buildings.

(c) Five (5) acres and greater Lot. Owner may construct up to three (3) Accessory Buildings.

5A Lots- Accessory Buildings. Guest houses or storage buildings are prohibited on lots less than 2 acres. This restriction only applies to Section 5A or as directed by the ACC.

(1) Accessory Building guidelines:

- Square Footage. Maximum not greater than fifty percent (50%) of the HVAC Living square footage of main Dwelling excluding the garage, and seventy-five percent (75%) on Lots of 5 acres or more.
- Maximum Height. Not to exceed the maximum height of the main Dwelling.
- Foundation. Concrete foundation required. If plumbing to be included, a signed engineered foundation plan must accompany the plans for approval by the ACC.
- Location. Must be located at least one hundred fifty (150) feet from the Front Line of the Lot and constructed behind the back line of the Dwelling. It may not be built within the side or back easement line of the property.
- Construction Materials. The exterior of all Accessory Buildings must be in the palette of Earth Tones approved by the ACC that complement the exterior color of the Dwelling.

(2) Guest House.

- Square Footage. Minimum of one thousand (1,000) square feet, excluding Sec 5A, and must be no greater than fifty percent (50%) of the HVAC Living square footage of the main Dwelling, excluding the garage or a maximum square footage of 1500 whichever is less.
- Maximum Height. May not exceed 35 ft. or the maximum height of the main Dwelling.

- Foundation. Must have a signed engineered foundation plan accompanying the plans for approval by the ACC.
- Location. Behind the backline of the dwelling.
- Construction Materials. Must match the Dwelling. The exterior of the building must be constructed with materials that match the dwelling.
- Prohibited on a one (1) acre Lot in Phase 3, Section 5(A) of the Development- except on properties of at least 2 acres. The maximum size must not exceed 50% of the square footage of the main Dwelling excluding the garage.

(3) Shed/portable building.

- Square Footage. Maximum three hundred (300) square feet.
- Maximum Height. May not exceed 25 ft.
- Foundation. Not required unless plumbing is included in the design. Must have 4 point anchoring system and underpinning installed.
- Location. Behind the backline of the dwelling.
- Construction Color. The shed, including the doors and trim must match the colors of the main Dwelling.
- Construction Materials. Metal and plastic sheds are not permitted.
- Drop in portable buildings (Prefabricated sheds) are not permitted. Must be approved by and adhere to the "General Design Guidelines for all Accessory Buildings. (See Part III, Definitions).

"Application." ACC completed form to accompany any submittal.

"Application Fee." The amount charged by the ACC to review Dwelling plans prior to construction.

"Backline."

- 1) Regarding a Lot bounded by one street. A line drawn along the backside of the Dwelling farthest from the 911 street and extending beyond the sides of the Dwelling to the property line.
- 2) Regarding a Lot bounded by multiple streets: A line drawn along the side of the dwelling farthest from either the street the dwelling is facing or the 911 street, regardless of whether it is the front, side, or back of the Dwelling, and extending beyond the sides of the dwelling to a Lot property line. The backline faces a property lot line that is not bounded by a street.

"Behind the Backline." - Refers to the area of a lot allocated to Improvements beginning with the Backline to the back property line of lot.

"Dwelling." A single family residential improvement.

"Dwelling in 5A." A Dwelling located within Phase 3, Section 5(A) of the Development, created by that certain Plat recorded October 2009 in Volume 9, Page 137, Slide 703 of the real property records of the County.

"Earth Tone/Earth Tone Palette." A color scheme that draws from a color palette of browns, tans, greys, greens and reds, which are muted and flat in an emulation of the natural

colors found in dirt and rocks.

1. The Association requires all dwellings constructed in The Hills Community to be the "Earth Tone/Earth Tone Palette"
2. Earth Tone Palette shown below: colors to reflect the surrounding native/natural vegetation and rocks in the area.
- 3 These colors may be lightened.



"Energy Efficient Roofing." Shingles designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities.

"Front-Line." Any boundary line of a Lot which is adjacent to a public or private road.

"Improvements." Any addition to a Lot including the Dwelling, all Accessory Buildings and any other building, structure or other enhancement installed, erected, etc. by an Owner.

"Lot." A portion of The Hills above Possum Kingdom Community Property, including all Improvements which may be independently owned and conveyed as shown on the plat.

"Lot in 5A." A Lot located within Phase 3, Section 5(A) of the Development, created by that certain Plat recorded October 2009 in Volume 9, page 137, Slide 703 of the real property records of the County.

"Plans." All site plans or drawings with respect to a Lot showing all existing or proposed Improvements, floor plans and elevations of all faces of proposed Improvements, descriptions of exterior construction materials, proposed landscaping and a description of the nature, kind, shape, height, materials and location of the same, together with such other information as the ACC deems necessary.

"Rain System Application." Consists of the proposed installation location of the Rainwater Harvesting System and a description of the Rainwater Harvesting System, including the dimensions, manufacturer, color and photograph or other accurate depiction of the device. The application should describe methods proposed to shield the Rainwater Harvesting System from view of any street, common area or other property.

"Rainwater Harvesting System." A system (including rain barrels) designed primarily to harvest rainwater.

"Setback (Build Line)." The general front building line on any Lot is a minimum distance of fifty (50) feet from the front property line, as designated between the property stakes located at the two front corners of the property on the 911 street. The most front-facing point of dwelling must be behind this Setback. Or as determined by a variance by the ACC due to the topography of the lot.

"Solar Application." Consists of the proposed installation location of the Solar Energy Device and a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction of the device.

"Solar Energy Device." A system or series of mechanisms (which may include a mechanical or chemical device that can store solar-generated energy) designed primarily to provide heating and/or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy.

"Utility Easement" as defined in "Part III, B.18. Utility Easement"

B. ADMINISTRATION AND PROCEDURES

1. The ACC. The Board shall appoint the members of the ACC. No one selected for the ACC may be serving on the current Board of Directors. One current Board member shall serve as a Board liaison to the ACC to assist with communication between the ACC and the Board and shall have no vote on the committee. At all times, the ACC shall consist of at least three (3) members.

2. Standards. The ACC, with the approval of the Board of Directors, shall have the responsibility to develop a Community-Wide Standard for the Development and shall have sole discretion with respect to taste, design standards and other guidelines and restrictions to ensure compliance with the Community-Wide Standard. One objective of the ACC is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built within the Development. The ACC may from time to time adopt such procedural and substantive rules, to the extent not in conflict with the Governing Documents, and with the approval of the Board of Directors, as it may deem necessary or proper for the performance of its duties, including any additional Design Guidelines and publish and promulgate bulletins regarding such additional Design Guidelines, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of the Community Wide Standard and the Governing Documents. The ACC with the approval of the Board of Directors, shall have the authority to adopt Design Guidelines which may be applicable to only specific sections within the Development. Minutes of all ACC meetings shall be retained by the ACC Chairman. Minutes of all ACC meetings shall be retained electronically by the ACC Chairman (ie "Slack").

3. Submission of Plans to ACC. No Dwelling or Improvement may be placed, erected, installed or made upon any Lot, nor shall any exterior addition to or change or alteration be made until the completed application, the Application Fee and plans, are submitted to the committee and plans are approved by a majority of the members of the ACC. Plans shall be submitted to the ACC at least thirty (30) days prior to the commencement of any construction or modification. The ACC is authorized to request the submission of samples of proposed construction materials and to hire professional consultants to assist in the reviewing an Owner's submitted plans. Other Improvements, including Accessory Buildings, decks, fences, outdoor kitchens, patios, swimming pools, or other structures require submittal of plans for approval of construction. All signs from builders or contractors are subject to ACC approval. The ACC shall

have the power and authority to make any such subjective judgments and to interpret the intent and provisions of the Design Guidelines as the ACC may deem appropriate.

4. Approval of Plans. After the receipt of a completed application, payment and plans the ACC shall review the Plans and shall notify an Owner in writing and/or email of its approval or disapproval within thirty (30) days. The ACC may request additional information or extend the approval time by written notice to the owner of the lot. If the ACC fails to approve or disapprove such Plans within forty-five (45) days after the same has been submitted to it, such Plans will be deemed to have been approved by the ACC. Any disapproval shall set forth the elements disapproved and the reason or reasons. The ACC has the power and authority to make judgments and to interpret the intent and provisions of the Design Guidelines. The Owner may revise the Plans (if disapproved) and resubmit them for approval. **No construction, alteration, change or modification shall commence on an Owner's Lot until written approval of the ACC is obtained.**

5. Appeal of Final Decision. Any Owner may appeal the final decision of the ACC by submission of a written request to the Board of Directors within ten (10) business days of the Owner's receipt of such decision. Such written notice must include the set of Plans and all other information submitted to the ACC by the Owner in connection with the review process, along with a written statement by the Owner justifying approval of its Plans. The Board of Directors shall schedule a special meeting within thirty (30) days of receipt of such written notice from the appealing Owner, which may, but need not be, attended by the Owner or the ACC, where it will consider the position advanced by the Owner and the final decision of the ACC. Within 10 business days after such hearing, the Board of Directors must vote to uphold the final decision of the ACC or approve the Plans as submitted by the Owner to the ACC; the Board of Directors shall have no discretion to recommend or approve modifications to the Plans. A vote of not less than a majority of the directors of the Board shall be necessary to reverse the final decision of the ACC. Such vote of the Board of Directors shall be final and binding on the Owner and the ACC as of the date it is rendered and shall not be subject to the arbitration provisions of the Declaration. Each Owner shall be responsible for paying the costs incurred by the Board of Directors for its review of the Plans regardless of whether such Plans are approved, including any costs incurred by the Board of Directors in employing professional consultants to assist in the reviewing such Owner's Plans.

6. Unauthorized Changes. If an Owner makes unauthorized changes to his/her Lot or improvements in a manner unsatisfactory to the Association, the Association shall have the right, through its agents and employees, to: (i) enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Dwelling and any other Improvements erected thereon or remove any prohibited items from such Lot, or (ii) seek enforcement of the Owner's obligations under the Governing Documents in a court of competent jurisdiction located in the County. The Association, its agents and employees shall have the right to remove any Improvement not complying with these Design Guidelines and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal. The cost of such exterior maintenance and the costs and attorney's fees incurred by the Association in the enforcement of the rights under these provisions shall be added to and become a part of the Assessments to which such Lot is subject, to the extent permitted by the Act. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Design Guidelines.

7. ACC Liability. Neither the Association, the Board of Directors, the ACC, nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by the Design Guidelines

by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors or omissions from the plans or specifications submitted to the ACC shall be the responsibility of the Owner of the Lot to which the improvements relate, and the ACC shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of these Design Guidelines, any legal requirements or state law, whether the same relate to lot lines, building lines, easements or any other issue. Similarly, no approval by the ACC of any plans and specifications shall be deemed or construed as a representation or warranty by the ACC that such plans and specifications comply with any applicable state statutes or other applicable laws, codes or ordinances.

THE OWNER, MAKING OR CAUSING TO BE MADE SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS, AGREES, AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER, TO HOLD THE ACC, THE ASSOCIATION AND ALL OTHER OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE PROPERTY RESULTING FROM SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS. ANY OTHER OWNER SUBMITTING PLANS HEREUNDER, BY DISSEMINATION OF THE SAME, AND ANY OWNER, BY ACQUIRING TITLE TO THE SAME, AGREES NOT TO SEEK DAMAGES FROM THE ACC, ARISING OUT OF THE ACC'S REVIEW OF ANY PLANS HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ACC SHALL NOT BE RESPONSIBLE FOR REVIEWING, NOR SHALL ITS REVIEW OF ANY PLANS BE DEEMED APPROVAL OF, ANY PLANS FROM THE STANDPOINT OF THE STRUCTURAL SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS OR COMPLIANCE WITH THE GOVERNING DOCUMENTS AND ALL LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY AND HOLD THE ACC AND ITS RESPECTIVE OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, EXPENSES OR LIABILITIES WHATSOEVER, ARISING AS A RESULT OF THE REVIEW OF ANY PLANS HEREUNDER.

8. Certificate. Upon written request of an Owner, the ACC shall furnish a certificate concerning or certifying (if true) the approval of such Owner's plans and specifications, and if applicable, the grant of any deviation hereunder.

9. Variations. Circumstances may warrant a variance of the Design Guidelines. To obtain a variance, an Owner must make written application to the ACC and the ACC will consider such request and respond to the Owner within thirty (30) days from the date of receipt of the written request. If the application is approved, the variance must be in writing, and may be conditioned or otherwise limited. If the ACC fails to approve or disapprove of an Owner's written application for a variance within forty-five (45) days after the date of submission, such variance shall be deemed approved.

10. No Waiver of Future Approvals. Approval of proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

11. Amendments. The Design Guidelines may be amended from time to time to reflect

changing community wide standards and clarifications of existing standards. The ACC shall make recommendations to the Board of proposed changes for the Board's review and approval. The community at large should be made aware of any proposed changes with a request for their input. If changes are approved by the Board they will be filed as part of the Rules and Design Guidelines as an amendment. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

12. Single Family Residential Custom Dwelling Construction. No temporary or permanent building, structure or Improvement shall be erected, altered, placed or permitted on any Lot prior to the commencement of one (1) residential dwelling per each Lot to be used for single family residential purposes. All Dwellings must include an attached garage of a minimum size to accommodate two (2) vehicles, the exterior of which matches the appurtenant Dwelling. A carport or portico may be included in the overall Dwelling design plans, but must match the exterior of appurtenant Dwelling. All garages/ carports must provide for side or rear entry of vehicles so that the entry of each garage/carport does not face the 911 street or front of the Dwelling. All garage/carports constructed on corner Lots must face the side street and shall be located no closer to the side lot line to avoid side utility easements as shown on Plat. For 5A Lots, garages and carports must meet all requirements but may be front facing. If a garage cannot be attached to the dwelling because of topography of any Lot, said garage must be constructed of the same materials, design and style of the appurtenant Dwelling; these instances will be addressed on a case-by-case basis. All Dwellings must be approved in writing by the ACC prior to being erected, altered or placed on the Lot. The term "Dwelling" does not include single or double wide mobile homes or other manufactured homes. All manufactured homes are prohibited within the Community.

- (a) Construction Time Limits - The Association allows a property owner unlimited time before starting construction on a dwelling.
- (b) Start Date - A Start Date is the date on the Letter of Approval sent by the ACC to a property owner regarding the ACC's approval to add a submitted Improvement to a Lot. This definition is regarding all ACC Approved Improvements to any Lot within The Hills Above Possum Kingdom Community only. Property owner shall be allowed one hundred eighty (180) days from the date on the ACC Approval Letter to begin construction of any approved project. Property owner shall be allowed eighteen (18) months from the date construction begins on an approved project to complete the approved project. If either of these time periods is exceeded, an ACC variance must be obtained or the approval process must begin again.
- (c) Clearing - The total Clearing of any Lot requires approval of the ACC.
- (d) Culverts - With ACC approval Construction Culverts are allowed for entry and exit to lots for equipment. Please use the "improvement" form found on the website for Culvert installation requests. Please supply numbers 1,2 (denotes location and 3 (provide size) on page 1 of Improvement form. Small trees may be pushed over and piled for removal to create a construction road. Construction road may have ten to fifteen (10 to 15) feet of gravel/roadbed beginning at the conclusion of the twenty (20) foot transition into lot. The culvert location may be a temporary or permanent improvement. The Culvert size determined by lot topography and ACC approval and have twenty (20) feet of gravel/roadbed extending from main road surface inward to

lot.

- (e) Construction Road - A pathway on the lot for vehicles to navigate lot.
- (f) Construction Driveway Transition - A twenty (20) foot area of road base type material adjoining the main road surface covering the construction culvert shall be installed.

13. Minimum Size/Height Restrictions. The total air-conditioned habitable area of a dwelling, as measured to the outside of exterior walls but excluding open porches, breezeways, patios and detached Accessory Buildings, shall be not less than:

- (a) two thousand five hundred square feet (2500sq ft) in size for one story Dwellings; or
- (b) two thousand nine hundred square feet (2900 sq ft) in size for two story Dwellings, provided that the first story of such Dwelling is at least Two Thousand square feet (2000 sq ft) in size.
- (c) For a Dwelling located in Phase 3, Section 5A, the total air-conditioned habitable area of a dwelling, as measured to the outside of exterior walls but excluding open porches, breezeways, patios and detached Accessory Buildings, may not be less than fourteen hundred square feet (1,400 sq ft) in size for one (1) story and two thousand square feet (2000sqft) for two (2) story Dwellings.
- (d) No Dwelling, Accessory Building or other improvement may exceed thirty-five feet (35ft) or the height of the Dwelling, whichever is less. The height shall be measured from where the highest point on natural grade of the Lot abuts the Dwelling, or Accessory Building, except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the ACC, in which case the height shall be measured from the minimum slab elevation established by the ACC.

14. Exterior Dwelling Materials. The exterior of a Dwelling must be covered with natural materials. Examples of but not limited to acceptable natural materials: cedar board and batten, log homes, log siding, glass or masonry as described in "Part III, B. 15. Masonry". Fiber cement board may be included in "natural materials" for dwelling exteriors with limits as to type of installation. Fiber cement board installations must be of "board and batten" style to emulate cedar board and batten using wood-textured fiber cement board with exceptions of gable-ends, soffits, eaves and overhangs which may be of other fiber cement board installation techniques approved by the ACC. Examples of, but not limited to prohibited dwelling exteriors: exposed plain concrete surfaces, sidings of metal, asbestos, vinyl, plywood or any other engineered wood. All exterior walls of the dwelling except for recessed porches shall be covered at the base by stone or brick at least forty inches (40") high (measured from the top of the slab) to serve as a fire retardant and aesthetics. Log homes shall be exempt from this requirement. Dwellings shall not be adorned with stylistic ornamentation or details that are out of character with the aesthetics of the Development. All stained or painted Dwelling or Improvements on each Lot shall be repainted or restained by the Owner(s) thereof at their own expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Dwelling or Improvement. The garage doors of the Dwelling or the Improvements must match the ACC color palette of the Dwelling. The subsequent approval of the ACC for such repainting shall not be required so long as neither the color scheme nor the arrangement of the colors of any Improvements are altered. Color Palette for

Exteriors- Earth Tones.

15. Masonry. At least 80% of the exterior of a Dwelling must be covered with glass, natural wood, brick, stucco, natural stone or other as may be determined by the ACC. All masonry used is subject to specific ACC approval concerning color, style and texture.

16. Roof. The Minimum roof pitch on any building is a 6 on 12 slope (6/12). Examples of, but not limited to acceptable roof materials includes: slate, clay tile, metal (minimum of 26 gauge standing seam steel panels) and composition materials where the type, weight, quality, and color have been approved by the ACC. Other materials must be specifically approved by the ACC. All roofs and roofing materials shall comply with the ACC approved earth tone color palette.

17. Retaining Walls. Retaining Walls are considered an Improvement by the Association. A completed and signed Improvement form must be submitted to the ACC and approval given before construction of a retaining wall. A retaining wall three (3) feet and higher must be engineered and plans submitted bearing a State of Texas PE seal and signature.

18. Utility Easements. As described in the Declaration, each Lot shall be subject to one or more Utility Easements. In general, there will be a Front-Line easement of twenty (20) feet along the street side of each Lot, and an easement of five (5) feet along the side lot lines and rear lot line of each Lot. Any encroachment to the easement must be approved by the ACC. On Lots with overhead utilities there is a fifteen (15) foot "no build" easement out from the utility pole on either side without written permission from the utility company.

19. Fences. Fences may not be built until construction of the appurtenant Dwelling has commenced. All fencing constructed on a lot must be approved by the ACC prior to construction and must not exceed six (6) feet in height on sides and back and four (4) feet in front of Dwelling and property line. Spacing between fence posts must not exceed ten (10) feet. Privacy fencing allowed as determined by the ACC. All fencing shall be located behind the Front-Line Utility Easement. All residential swimming pools must have fencing either around the pool or the perimeter of the lot that complies with the most current Texas Health and Safety Code, Title 9. Safety, Subtitle A. Public Safety, Chapter 757. Pool Yard Enclosures. Prohibited fence types include plastic, galvanized chain link, T-post, and barbed wire. Solid walls and fences are prohibited. Fences that obstruct natural views within the development are prohibited. Electrical fences are permitted.

20. Mechanical Equipment. All propane tanks, HVAC equipment, swimming pool pumps and filters, etc., must be screened from sight year-round from the street directly in front of the house. Propane tanks shall be painted light green, light tan or light beige. All electrical wiring services must be located underground.

21. Clearing. The total Clearing of any Lot requires approval of the ACC.

22. Construction Debris. Each Owner must maintain a dumpster on its Lot during construction of a Dwelling, Accessory Building or Garage/Carport for the disposal of all construction debris. If an Owner fails to keep his/her Lot free of construction debris during construction of a Dwelling or Improvements thereon, the ACC may elect to clean such Owner's Lot and charge the owner for all expenses incurred with respect to such maintenance.

23. Porta Potty. Each Owner shall have a porta potty placed on its Lot during construction of a Dwelling, Accessory Building or Garage/Carport and shall have it cleaned biweekly.

24. Exterior Lighting. Examples of, but not limited to appropriate exterior lighting include: Landscape lights used to accentuate plant material, other features such as flag poles and light fixtures and standards chosen to blend into and enhance the Lot.

(a) Down-lights are the preferred type of light to be installed.

(b) Up-lights are allowed but not recommended unless for illumination of flags or where overhang of roof prevents light from exposure to night skies. The board recommends following dark skies ordinance and limit number of lights when approving new homes.

(c) Exception. Holiday Season (Thanksgiving through second week of January) up-lights are allowed.

(d) Spillage of light or glare from one property to another is prohibited. Light shields and timer/sensor systems should be used.

(e) All exterior lighting must be either indirect or of such controlled focus as to not disturb residents of other lots.

25. Satellite Dishes and Antenna and Ham Radio Towers. The ACC shall not prohibit the installation, maintenance or use of antennae used to receive video programming as described in the Over-the-Air Reception Devices Rule ("OTARD") adopted by the Federal Communications Commission. An Owner shall be permitted to install or maintain video antenna, including direct-to-home satellite dishes less than one meter in diameter, TV antenna and wireless cable antenna on its Lot, subject to reasonable safety rules established by the ACC from time to time. Ham Radio towers are prohibited.

26. Driveways. All driveways leading from a street within the Development into a Lot must be at least twenty (20) feet in length. The initial twenty (20) feet of a driveway extending from a street into a Lot must be paved in concrete or asphalt; provided that such driveway may be constructed of any material (subject to ACC approval) after the initial twenty (20) foot area. Driveway culverts must be installed and will be of sufficient size to afford proper drainage, as approved by the ACC. The driveway above the culvert should be constructed such that the driveway is at least six (6) inches below the outside edge of the main roadway. Drainage culvert installation is subject to the inspection and approval of the ACC and must be installed prior to any construction on the Lot. All culvert maintenance shall be the Owner's responsibility. All natural drain patterns must remain open.

27. 911 Address. All dwellings must have a 911 address located on the residence or near the driveway entrance, which is visible from the street by emergency services personnel during nighttime conditions.

28. Swimming Pools. Private Swimming Pools are considered an Improvement by the Association. A completed and signed improvement form must be submitted to the ACC and approval given before construction of a private swimming pool.

29. Ponds. Ponds may be constructed on Lots with prior written approval of the ACC. Blocking any natural drain pattern by ponds or dams is prohibited.

30. Signs and Billboards. No signs, including for-sale signs and open house signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on the Common Areas without the express prior written consent of the Board. All political signs are permitted on residential lots on or after the 90th day before the date of an election to which the sign relates, or before the 10th day after that election date. Any violations will be handled by the deed restriction committee.

The Hills Association has tasked the Architectural Control Committee to set a Standard for signage in the Community. The following are the Community-Wide Signage Construction requirements:

- Frame - metal constructions, other materials subject to ACC approval.
- Sign Material - metal or plastic.
- Maximum Dimensions - overall 18 inches x 24 inches, Height 48 inches from top of sign to ground.
- Signs must be set back a minimum of twenty (20) feet off roadway, out of roadside utility easement.
- Signs must be maintained in good condition.
- General Contractor signage may be placed after plans have been approved, only one sign is allowed per lot, sign must be removed within ten (10) days after owner takes possession of property.
- Realtors may place one sign on each lot they have under contract/representation agreement, and may place an open house sign during the open house hours.

31. Additional Approval Rights. The ACC reserves the right to review, approve, and prescribe limitations on the following: (a) pavement surfaces (e.g., the use of stone, gravel, concrete, washed aggregate, wood, brick, asphalt); (b) mulch; (c) driveway reflectors; (d) woodpiles; (e) awnings; (f) decking; (g) outdoor carpeting; (h) screened-in patio and yard areas; (i) grading; (j) retaining walls, and swimming pools.

C. FLAGS AND FLAGPOLES

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.012 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority (ACC) under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law. Any violations will be handled by the deed restriction committee.

1. Permitted Flags.
 - a. US, Texas and military branch flags are permitted and must be flown in accordance with the US/Texas flag code.
 - b. Other permitted flags: sport teams, college or university and seasonal displays.
 - c. Any flag must not exceed a maximum of three (3) feet in height by five (5) feet in length.
 - d. All flags must be kept in good condition.
 - e. Maximum: Two (2) flags per freestanding flagpole at any one time.

2. Flag Poles Per Dwelling.
 - a. Two (2) freestanding flagpoles, or two (2) flags attached to the Dwelling are permitted.
 - b. If two (2) flagpoles are installed on a Lot, two five (5) foot flags should not touch in swirling winds.
 - c. A freestanding flagpole must not exceed twenty (20) feet in height.
 - d. Flagpoles attached to a Dwelling must not exceed six (6) feet in length.
 - e. All flagpoles must be constructed of permanent, long-lasting materials and must comply with easement and setback requirements. All flagpoles must be maintained in good condition.
3. Lighting. All lighting installed must be flood lights mounted on the flagpole, or at the base of the flagpole, and must meet all applicable national, state, or local codes.

D. DISPLAY OF CERTAIN RELIGIOUS ITEMS

Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument. Any violations will be handled by the deed restriction committee.

1. Display of Certain Religious Items Permitted. An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's Dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's Dwelling.

2. General Guidelines. Religious item(s) may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; the total size of the single or combined item(s) must not exceed twenty-five (25) square inches. Any Owner may display a religious statue, or other religious item in a landscape bed. These Guidelines shall not prohibit or apply to temporary seasonal decorations.

3. Prohibitions. No religious item may be displayed or affixed to an Owner or resident's Dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's Dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

E. SOLAR ENERGY DEVICES AND ENERGY EFFICIENT ROOFING

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of Solar Energy Devices or Energy Efficient Roofing on a Lot as further set forth herein. The ACC has adopted the following policies in lieu of any express

prohibition against Solar Energy Devices or Energy Efficient Roofing or any provision regulating such matters which conflict with Texas law.

1. Definitions.

- a. Solar Energy Device. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
- b. Energy Efficiency Roofing. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities.

2. Architectural Review Approval Required. Approval by the ACC is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (a) errors in or omissions in the application submitted to the ACC for approval; (b) supervising the installation or construction to confirm compliance with an approved application; or (c) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

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

4. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will consider for approval a Solar Energy Device if the Solar Application complies with Part III (E) (5) below UNLESS the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Part III (E) (5) will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with this Part III (E) (5). Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request. Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (a) strictly comply with the Solar Application; (b) commence within thirty (30) days of approval; and (c) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (a) modify the Solar Application to accurately reflect the Solar Energy Device installed

on the property; or (b) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

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

- a. The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.
- b. If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (i) the Solar Energy Device may not extend higher than or beyond the roofline; (ii) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (iii) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

6. Energy Efficient Roofing. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in these Design Guidelines. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to conform the criteria set forth in the previous paragraph.

F. RAINWATER HARVESTING SYSTEM

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of any Rainwater Harvesting Systems on a Lot. The ACC has adopted this policy in lieu of any express prohibition against Rainwater Harvesting Systems, or any provision

regulating such matters which conflict with Texas law.

1. Architectural Review Approval Required. Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "Rainwater Harvesting System"). The ACC is not responsible for: (a) errors in or omissions in the application submitted to the ACC for approval; (b) supervising installation or construction to confirm compliance with an approved application; or (c) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

2. Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (a) the proposed installation location of the Rainwater Harvesting System; and (b) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to screen the Rainwater Harvesting System from public view from any street, common area, or another Owner's property. A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

3. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will consider for approval a Rainwater Harvesting System if the Rain System Application complies with Part III, E, 4 unless the ACC makes a written determination that placement of the Rainwater Harvesting System, despite compliance with Part III, E, 4 will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved despite compliance with this Part III, E, 4. Any proposal to install a Rainwater Harvesting System on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request. Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (a) strictly comply with the Rain System Application; (b) commence within thirty (30) days of approval; and (c) be diligently prosecuted to completion. If the Owner fails to cause the Rainwater Harvesting System to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (d) modify the Rain System Application to accurately reflect the Rainwater Harvesting System installed on the property; or (e) remove the Rainwater Harvesting System and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rainwater Harvesting System in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rainwater Harvesting System in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

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

- a. The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the ACC.
- b. The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.
- c. The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.
- d. There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ACC.
- e. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, or another Owner's property, the ACC may regulate the size, type, and materials used in the construction of the Rainwater Harvesting System. In the event the above scenario occurs, the ACC may not prohibit the economic installation of the Rainwater Harvesting System.

G. XERISCAPING, WILDSCAPE AND NATURAL HABITAT MAINTENANCE AND LANDSCAPING PLANS

Landscaping plans do not require approval from the Board except in cases when xeriscaping, wildscape and Natural Habitat Maintenance are being used. Those Lots for which a water irrigation system is required or proposed shall be designed such that there is no over spray onto adjacent yards, streets or Common Areas.

Note: Texas statutes presently render null and void any restriction in the Declaration which completely prohibits the installation of drought-resistant landscaping or water-conserving turf on a residential lot, which is a landscaping procedure known as xeriscaping ("Xeriscaping"). The ACC has adopted this policy in lieu of any express prohibition against Xeriscaping or any provision regulating such matters which conflict with Texas law. It has also adopted the policy of allowing for management of properties as Wildscape and Natural Habitat preservation and re-establishment that remain consistent with all community wide standards. (see Declaration of Covenants Article 5 section 5.7)

1. Architectural Review Approval Required. Approval by the ACC is required prior to installing Xeriscaping, wildscape and natural habitat landscaping. The ACC is not responsible for: (a) errors or omissions in the application submitted to the ACC for approval; (b) supervising installation or construction to confirm compliance with an approved application or (c) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

2. Approval Application. To obtain ACC approval of xeriscaping, wildscape and natural habitat management the Owner shall provide the ACC with the following information: (a) the proposed site location of properties on the Owner's Lot; (b) a description of the properties including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (c) the percentage of yard to be covered with gravel, rocks and cacti (the "Xeriscaping Application), Habitat Management Application or Wildscape Management Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the application.

3. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. Xeriscaping, Habitat Management or Wildscape Applications submitted to install habitat management on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping, Habitat Management or Wildscape on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

4. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with Texas Property Code, Section 202.007.

Refer to online sites for more information on xeriscape, wildscape and managing for natural habitat.

- a. [http://www.bxsmartscape.com/\(highlights native plants\)](http://www.bxsmartscape.com/(highlights%20native%20plants))
- b. <https://www.nwf.org/gardenforwildlife>
- c. <https://www.cleanwateraction.org/features/xeriscape-styles-texas>
- d. [Tpwd.texas.gov/wildscapes](http://tpwd.texas.gov/wildscapes) (Texas Parks & Wildlife)
- e. [Npsot.org/wp/crosstimbers](http://npsot.org/wp/crosstimbers) (Native Plant Society of Texas)
- f. www.wildflowers.org (Lady Bird website- highlights "how-to")

H. WILDFIRE MITIGATION

Regulations in this section are intended to provide the recommended minimum requirements to prevent the occurrence of wildfires.

1. Definitions.

"Fuel Modification" means a method of modifying fuel load by reducing the amount of non-fire resistive vegetation or altering the type of vegetation to reduce the fuel load.

"Hazardous Materials" has the definition and meaning ascribed thereto in the International Fire Code.

"Urban-Wildland Interface Area" means that geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

"Wildfire" means an uncontrolled fire spreading through vegetative fuels, exposing and

possibly consuming structures.

"Wildland" means an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar facilities.

2. Equipment and Devices Generating Heat, Sparks, or Open Flames. Except with respect to the use of approved equipment in inhabited premises, equipment and devices generating heat, sparks or open flames capable of igniting nearby combustibles should not be used in Urban-Wildland Interface Areas without a permit from the Board.

3. Fireworks. Fireworks are not permitted for use and shall not be possessed in the Hills above Possum Kingdom.

4. Outdoor Fires. Building, igniting, or maintaining an outdoor fire of any kind for any purpose in the Hills above Possum Kingdom shall be restricted to times in which a burn ban is not in effect, provided; however, that outdoor fires within inhabited premises or designated areas where such fires are in a permanent barbecues, portable barbecue, outdoor fireplace, incinerator, or grill and are a minimum of 30 feet from any combustible material or non-fire-resistant vegetation are permitted. Permanent barbecue, portable barbecues, outdoor fireplaces, or grills should not be used for the disposal of rubbish, trash, or combustible waste material.

5. Incinerators, Outdoor Fireplaces, Permanent Barbecues, and Grills. Incinerators, outdoor fireplaces, permanent barbecues, and grills should not be built, installed, or maintained in the Hills above Possum Kingdom without approval of the ACC. Incinerators, outdoor fireplaces, permanent barbecues and grills should be maintained in good repair and in a safe condition at all times. Openings in such appliances should be provided with an approved spark arrestor, screen or door.

6. Reckless Behavior. The Board or its designee is authorized to stop any actions of a person or persons if the Association determines that the action is reckless and could result in an ignition of fire or spread of fire.

7. Burning Notice. It is the responsibility of the property owner to provide notice of a proposed burn to the Board of Directors, Managing Agent or ACC committee at least one (1) day prior to the intended burn, provided there is no Burn Ban in effect. All regulations of the State of Texas and Palo Pinto County shall be complied with during any such burn.

8. Control of Storage.

(a) Hazardous materials. Hazardous materials in excess of 10 gallons of liquid, 200 cubic feet of gas, or 10 pounds of solids require a permit and must comply with nationally recognized standards for storage and use.

(b) Explosives. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported, or disposed of within the Hills above Possum Kingdom.

(c) Combustible materials. Outside storage of combustible materials such as, but not limited to, wood, rubber tires, building materials, or paper products, should comply with the other applicable sections of these Design Guidelines and this section.

Individual piles should not exceed 5,000 square feet of contiguous area. Piles should not exceed 50,000 cubic feet in volume or 10 feet in height. A clear space of at least 40 feet should be provided between piles. The clear space should not contain combustible material or non-fire-resistant vegetation.

9. Dumping.

(a) Waste material. Except with respect to approved public and private dumping areas, waste material should not be placed, deposited, or dumped in the Hills above Possum Kingdom, or along trails, roadways, or highways or against structures.

(b) Ashes and Coals. Ashes and coals should not be placed, deposited, or dumped in the Hills Above Possum Kingdom; provided, however, ashes and coals may be deposited: (i) in the hearth of an established fire pit, camp stove, or fireplace; (ii) in a noncombustible container with a tight-fitting lid, which is kept or maintained in a safe location not less than ten (10) feet from non-fire-resistive vegetation or structures; or (iii) where such ashes or coals are buried and covered with one (1) foot of mineral earth not less than twenty-five (25) feet from non-fire-resistive vegetation or structures.

10. Protection of Pumps and Water Storage Facilities.

(a) Fuel modification area. Water storage and pumping facilities should be provided with a defensible space of not less than thirty (30) feet clear of non-fire-resistive vegetation or growth around and adjacent to such facilities.

(b) Trees. Portions of trees that extend to within thirty (30) feet of combustible portions of water storage and pumping facilities should be removed.

11. Creating Wildfire Defensible Space. Creating defensible space is essential to improve the chance of the survival of Dwellings and Improvements in the event of a wildfire. "Wildfire Defensible Space" is the buffer created between the Dwellings and Improvements and the grass, trees, shrubs, or any wild land area that surround it. This space is needed to slow or stop the spread of wildfire and it protects Dwellings and Improvements from catching fire—either from direct flame contact or radiant heat. Defensible space is also important for the protection of the firefighters. One hundred feet (100') of Wildfire Defensible Space is required consisting of two (2) zones as follows:

(a) Zone 1. Zone 1 extends thirty (30) feet out from all buildings, structures, decks, etc. comprising any Dwelling or improvements on a Lot. The following should be undertaken to create a Zone 1 Wildfire Defensible Space before or during wildfire season:

- (i) remove all dead plants, grass and weeds (vegetation);
- (ii) mow annual grass down to maximum height of four (4) inches;
- (iii) remove dead or dry leaves and pine needles from the yard, roof and rain gutters;
- (iv) trim trees regularly to keep branches a minimum of ten (10) feet from other trees;

- (v) remove branches that hang over the roof and keep dead branches ten (10) feet away from the chimney;
- (vi) relocate wood piles into Zone 2;
- (vii) remove or prune flammable plants and shrubs near windows;
- (viii) remove vegetation and items that could catch fire from around and under decks; and
- (ix) Create a separation between trees, shrubs and items that could catch fire, such as patio furniture, wood piles, swingsets, etc.

(b) Zone 2. Zone 2 extends between 30-100 feet out from all buildings, structures, decks, etc. comprising any Dwelling or Improvements on a Lot. The following should be undertaken to create a Zone 2 Wildfire Defensible Space before or during wildfire season:

- (i) cut or mow annual grass down to a maximum height of twelve (12) inches;
- (ii) create horizontal spacing between shrubs and trees;
- (iii) create vertical spacing between grass, shrubs and trees; and
- (iv) remove fallen leaves, needles, twigs, bark, cones, and small branches; however, they may be permitted to a depth of three (3) inches.

EXHIBIT A - LEGAL DESCRIPTION

PROPERTY DESCRIPTION:

BEING a tract of land situated in the T.W. Moore Survey, Abstract No. 1280 and the L.J. Pitts Survey, Abstract No. 1289, Palo Pinto County, Texas, said tract of land being a portion of the land described in the deed to Southern Lakes and Leisure, L.L.C., as recorded in Volume 1447, Page 484 and Volume 1490, Page 490 of the Official Public Records, Palo Pinto County, Texas, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch capped iron rod stamped "BHB INC" being the southwest corner of Lot 275, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a subdivision in Palo Pinto County, Texas according to the plat recorded in Volume 9, Page 98, Slide 664, Official Public Records, Palo Pinto County, Texas, said found 5/8 inch capped iron rod stamped "BHB INC" also being on the easterly Right of Way line of Crimson Clover Drive, a 60.00 feet wide Right of Way, according to said plat of The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE North 72 degrees 26 minutes 57 seconds East, leaving the easterly Right of Way line of said Crimson Clover Drive and being along the southerly line of said Lot 275, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a distance of 539.35 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the southeast corner of said Lot 275, The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE North 17 degrees 33 minutes 03 seconds West, along the easterly line of Lots 275 thru 279 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a distance of 811.65 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 72 degrees 26 minutes 57 seconds East, a distance of 193.68 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE South 39 degrees 33 minutes 34 seconds East, a distance of 526.88 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE South 51 degrees 10 minutes 44 seconds East, a distance of 12.17 feet to a set 5/8 inch capped iron rod stamped "BHB INC" for the beginning of a curve to the right whose chord bears south 41 degrees 43 minutes 43 seconds east, a distance of 105.08 feet and having a radius of 320.00 feet;

THENCE in a southeasterly direction, along said curve to the right, through a central angle of 18 degrees 54 minutes 03 seconds, an arc distance of 105.56 feet to a set 5/8 inch capped iron rod stamped "BHB INC" for the end of said curve to the right;

THENCE South 32 degrees 16 minutes 41 seconds East, a distance of 557.58 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 57 degrees 43 minutes 19 seconds East, a distance of 411.75 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being on the northerly line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE South 82 degrees 40 minutes 44 seconds East, along the northerly line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a distance of 131.96 feet to a found 5/8 inch capped iron rod stamped "BBB INC" being the northwest corner of Lot 302 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE South 08 degrees 30 minutes 02 seconds East, along the westerly line of said Lot 302, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a distance of 551.08 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the southwest corner of said Lot 302, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, said found 5/8 inch capped iron rod stamped "BBB INC" also being on the northerly Right of Way line of Shooting Star Court, a 60.00 feet wide Right of Way, according to said plat of The Hills Above Possum Kingdom Lake, Phase Two, Section Three, said found 5/8 inch capped iron rod stamped "BBB INC" also being the beginning of a non-tangent curve to the left whose chord bears south 44 degrees 15 minutes 13 seconds west, a distance of 313.54 feet and having a radius of 330.00 feet;

THENCE in a southwesterly direction, along the northerly Right of Way line of said Shooting Star Court and said non-tangent curve to the left, through a central angle of 56 degrees 43 minutes 38 seconds, an arc distance of 326.73 feet to a found 5/8 inch capped iron rod stamped "BBB INC" being the point of a reverse curve to the right whose chord bears south 47 degrees 05 minutes 11 seconds west, a distance of 383.30 feet and having a radius of 370.00 feet;

THENCE in a southwesterly direction, along the northerly Right of Way line of said Shooting Star Court and said reverse curve to the right, through a central angle of 62 degrees 23 minutes 34 seconds, an arc distance of 402.92 feet to a found 5/8 inch capped iron rod stamped "BBB INC" being the end of said reverse curve to the right;

THENCE South 78 degrees 16 minutes 58 seconds West, along the northerly Right of Way line of said Shooting Star Court, a distance of 263.55 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the left whose chord bears south 70 degrees 21 minutes 15 seconds west, a distance of 111.20 feet and having a radius of 60.00 feet;

THENCE in a southwesterly direction, along the northerly Right of Way line of said Shooting Star Court and said curve to the left, through a central angle of 135 degrees 51 minutes 23 seconds, an arc distance of 142.27 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the left, said found 5/8 inch capped iron rod stamped "BBB INC" also being the northeast corner of Lot 310 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE North 87 degrees 34 minutes 19 seconds west, leaving the northerly Right of Way line of said Shooting Star Court and being along the northerly line of said Lot 310, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a distance of 404.00 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northwest corner of said Lot 310, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, said found 5/8 inch capped iron rod stamped "BHB INC" also being on the easterly line of Lot 563 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE North 02 degrees 25 minutes 41 seconds East, along the easterly line of Lot 563 and Lot 264 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a distance of 192.19 feet to a found 5/8 inch capped iron rod stamped "BBB INC" being the northeast corner of said Lot 264,

The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE North 60 degrees 26 minutes 05 seconds West, along the northerly line of said Lot 264, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, a distance of 489.29 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northwest corner of said Lot 264, The Hills Above Possum Kingdom Lake, Phase Two, Section Three, said found 5/8 inch capped iron rod stamped "BBB INC" also being on the easterly Right of Way line of Crimson Clover Drive, a 60.00 feet wide Right of Way, according to said plat of The Hills Above Possum Kingdom Lake, Phase Two, Section Three, said found 5/8 inch capped iron rod stamped "BHB INC" also being the beginning of a non-tangent curve to the left whose chord bears north 04 degrees 05 minutes 09 seconds east, a distance of 243.35 feet and having a radius of 330.00 feet;

THENCE in a northeasterly direction, along the easterly Right of Way line of said Crimson Clover Drive and said non-tangent curve to the left, through a central angle of 43 degrees 16 minutes 24 seconds, passing a found 5/8 inch capped iron rod stamped "BHB INC" being at the intersection of the easterly Right of Way line of said Crimson Clover Drive and the southerly Right of Way line of Honeysuckle Court, a 60.00 feet wide Right of Way, according to said plat of The Hills Above Possum Kingdom Lake, Phase Two, Section Three, at an arc distance of 230.25 feet and continue for a total arc distance of 249.24 feet to a point for the end of said non-tangent curve to the left;

THENCE North 17 degrees 33 minutes 03 seconds West, passing a found 5/8 inch capped iron rod stamped "BHB INC" being at the intersection of the easterly Right of Way line of said Crimson Clover Drive and the northerly Right of Way line of said Honeysuckle Court at a distance of 41.02 feet and continue along the easterly Right of Way line of said Crimson Clover Drive for a total distance of 203.35 feet to the POINT OF BEGINNING and containing 1,719,882.9 Square Feet or 39.483 acres of Land.

PHASE TWO, SECTION THREE A PARCEL ONE

Being a tract of land situated in the D. C. Coffman Survey, A-1531; T.W. Moore Survey, A-1652; T.W. Moore Survey, A-1653 all within Palo Pinto County, Texas, said tract being a portion of tracts deeded to Possum Kingdom Corp. per document recorded in Volume 1373, Page 40 and Volume 1408, Page 263 of the Official Public Records of Palo Pinto County, Texas, said tract being more particularly described by metes and bound as follows:

BEGINNING at a found 5/8 inch capped iron rod stamped "BHB INC" being the southeast corner of Lot 359, The Hills Above Possum Kingdom Lake, Phase Two, Section Three as recorded in Volume 9, Page 98, Slide 664 of the Official Public Records of Palo Pinto, County, Texas;

THENCE South 29 degrees 33 minutes 02 seconds West, along the easterly line of said tract recorded in Volume 1408, Page 263 and along a boundary line agreement as recorded in Volume 1391, Page 704 of said Official Public Records, a distance of 1,288.18 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northeast corner of Lot 358R, The Hills Above Possum Kingdom Lake, Phase Two, Section Three as recorded in Volume 9, Page 110, Slide 676 of said Official Public Records;

THENCE North 61 degrees 22 minutes 55 seconds West, leaving said easterly line of said tract recorded in Volume 1408, Page 263 and leaving said boundary line agreement as recorded in Volume 1391, Page 704 of said Official Public Records and along the northerly line of said Lot 358R, a distance of 800.31 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northwesterly corner of said Lot 358R also being on the easterly right of way line of Canyon Wren South (a 60 foot wide

right of way);

THENCE North 29 degrees 32 minutes 59 seconds East, along said easterly right of way line of Canyon Wren South, a distance of 1,301.19 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the southwesterly corner of said Lot 359; South 60 degrees 27 minutes 01 seconds East, along the southerly line of said Lot 359, a distance of 800.22 feet to the POINT OF BEGINNING and containing 1,036,020.0 square feet or 23.784 acres of land.

PHASE TWO, SECTION THREE A PARCEL TWO

Being a tract of land situated in the T. W. Moore Survey, A-1651; T.W. Moore Survey, A-1652; T.W. Moore Survey, A-1653; T.W. Moore Survey, A-1280, and the L. J. Pitts Survey, A1289 all within Palo Pinto County, Texas, said tract being a portion of tracts deeded to Possum Kingdom Corp. per document recorded in Volume 1373, Page 40 of the Official Public Records of Palo Pinto County, Texas, said tract being more particularly described by metes and bound as follows:

BEGINNING at a found 5/8 inch capped iron rod stamped "BHB INC" being the southwest corner of Lot 197, The Hills Above Possum Kingdom Lake, Phase Two, Section Three as recorded in Volume 9, Page 98, Slide 664 of the Official Public Records of Palo Pinto, County, Texas and also being on the easterly right of way line of Crimson Clover Drive (a 60 foot wide right of way);

THENCE South 79 degrees 47 minutes 48 seconds West, crossing said Crimson Clover Drive, a distance of 60.00 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a non-tangent curve to the right and along the westerly right of way line of said Crimson Clover Drive whose chord bears North 04 degrees 05 minutes 45 seconds West, a distance of 112.77 feet and having a radius of 530.00 feet;

THENCE Northwesterly, along said non-tangent curve to the right through a central angle of 12 degrees 12 minutes 53 seconds, an arc length of 112.99 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said non-tangent curve to the right;

THENCE North 02 degrees 00 minutes 41 seconds East, a distance of 213.83 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the left whose chord bears North 24 degrees 48 minutes 38 seconds West, a distance of 424.15 feet and having a radius of 470.00 feet;

THENCE Northwesterly, along said curve to the left through a central angle of 53 degrees 38 minutes 39 seconds, an arc length of 440.05 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the left;

THENCE North 51 degrees 37 minutes 58 seconds West, a distance of 279.06 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears North 29 degrees 07 minutes 58 seconds West, a distance of 252.57 feet and having a radius of 330.00 feet;

THENCE Northwesterly, along said curve to the right through a central angle of 45 degrees 00 minutes 00 seconds, an arc length of 259.18 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the right;

THENCE North 06 degrees 37 minutes 58 seconds West, a distance of 574.93 feet to a set 5/8 inch

capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears North 15 degrees 52 minutes 02 seconds East, a distance of 252.57 feet and having a radius of 330.00 feet;

THENCE Northeasterly, along said curve to the right through a central angle of 45 degrees 00 minutes 00 seconds, an arc length of 259.18 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the right; North 38 degrees 22 minutes 02 seconds East, a distance of 23.63 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the left whose chord bears North 10 degrees 24 minutes 30 seconds East, a distance of 253.17 feet and having a radius of 270.00 feet;

THENCE Northeasterly, along said curve to the left through a central angle of 55 degrees 55 minutes 05 seconds, an arc length of 263.51 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the left;

THENCE North 17 degrees 33 minutes 03 seconds West, a distance of 968.43 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears North 12 degrees 35 minutes 05 seconds West, a distance of 57.13 feet and having a radius of 330.00 feet;

THENCE Northwesterly, along said curve to the right through a central angle of 09 degrees 55 minutes 55 seconds, an arc length of 57.20 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the right;

THENCE South 88 degrees 06 minutes 18 seconds West, leaving the westerly right of way line of said Crimson Clover Drive, a distance of 832.14 feet to a set 5/8 inch capped iron rod stamped "BHB INC" on the easterly right of way line of State Highway No. 16 (a 120 foot wide right of way) and being the beginning of a non-tangent curve to the left whose chord bears South 15 degrees 42 minutes 13 seconds East, a distance of 114.07 feet and having a radius of 1849.77 feet;

THENCE Southeasterly, along said non-tangent curve to the left along said easterly right of way line, through a central angle of 03 degrees 32 minutes 02 seconds, an arc length of 114.09 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said non-tangent curve to the left;

THENCE South 17 degrees 33 minutes 03 seconds East, continuing along said easterly right of way line, a distance of 2217.88 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears South 07 degrees 46 minutes 11 seconds East, a distance of 666.57 feet and having a radius of 1969.73 feet;

THENCE Southeasterly, along said curve to the right and along said easterly right of way line, through a central angle of 19 degrees 28 minutes 59 seconds, an arc length of 669.79 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the right;

THENCE South 02 degrees 00 minutes 41 seconds West, continuing along said easterly right of way line, a distance of 662.11 feet to a found 1/2 inch iron rod being the beginning of a curve to the left whose chord bears South 00 degrees 18 minutes 07 seconds West, a distance of 338.31 feet and having a radius of 5669.57 feet;

THENCE Southwesterly, along said curve to the left and along said easterly right of way line,

through a central angle of 03 degrees 25 minutes 10 seconds, an arc length of 38.37 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the left;

THENCE South 47 degrees 44 minutes 09 seconds East, leaving said easterly right of way line of State Highway No. 16 and along the northerly right of way line of PK Hills Boulevard (a variable width right of way), a distance of 445.98 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE along said northerly right of way line of PK Hills Boulevard the following; South 02 degrees 07 minutes 55 seconds West, a distance of 100.00 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" being the beginning of a non-tangent curve to the right whose chord bears South 79 degrees 14 minutes 08 seconds East, a distance of 164.13 feet and having a radius of 530.00 feet;

THENCE Southeasterly, along said curve to the right through a central angle of 17 degrees 48 minutes 52 seconds, an arc length of 164.79 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" being the end of said curve to the right;

THENCE South 70 degrees 19 minutes 42 seconds East, a distance of 524.99 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" being the beginning of a curve to the left whose chord bears South 73 degrees 22 minutes 06 seconds East, a distance of 53.03 feet and having a radius of 500.00 feet;

THENCE Southeasterly, along said curve to the left through a central angle of 06 degrees 04 minutes 48 seconds, an arc length of 53.06 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" being the end of said curve to the left and the beginning of a reverse curve to the right whose chord bears South 73 degrees 22 minutes 06 seconds East, a distance of 110.52 feet and having a radius of 1,042.00 feet;

THENCE Southeasterly, along said reverse curve to the right through a central angle of 06 degrees 04 minutes 48 seconds, an arc length of 110.58 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" for the end of said reverse curve to the right;

THENCE South 70 degrees 19 minutes 42 seconds East, a distance of 849.53 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" being the beginning of a curve to the right whose chord bears South 69 degrees 16 minutes 26 seconds East, a distance of 37.91 feet and having a radius of 1,030.00 feet;

THENCE Southeasterly, along said curve to the right through a central angle of 02 degrees 06 minutes 31 seconds, an arc length of 37.91 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" for the end of said curve to the right;

THENCE South 68 degrees 13 minutes 11 seconds East, a distance of 671.74 feet to a found 5/8 inch capped iron rod stamped "BHB JNC" being the beginning of a curve to the right whose chord bears South 65 degrees 14 minutes 20 seconds East, a distance of 55.12 feet and having a radius of 530.00 feet;

THENCE Southeasterly, along said curve to the right through a central angle of 05 degrees 57 minutes 42 seconds, an arc length of 55.15 feet to a found 5/8 inch capped iron rod "BHB JNC" for the end of said curve to the right and the beginning of a reverse curve to the left whose chord bears South 81 degrees 31 minutes 03 seconds East, a distance of 120.06 feet and having a radius of 182.00 feet;

THENCE Southeasterly, along said reverse curve to the left through a central angle of 38 degrees 31 minutes 07 seconds, an arc length of 122.35 feet to a found 5/8 inch capped iron rod "BHB JNC" for the end of said reverse curve to the left and the beginning of a reverse curve to the right whose chord bears South 61 degrees 03 minutes 26 seconds East, a distance of 291.40 feet and having a radius of 228.00 feet;

THENCE Southeasterly, along said reverse curve to the right through a central angle of 79 degrees 26 minutes 20 seconds, an arc length of 316.12 feet to a found 5/8 inch capped iron rod "BHB JNC" for the end of said reverse curve to the right and being the beginning of a reverse curve to the left whose chord bears South 44 degrees 05 minutes 59 seconds East, a distance of 140.83 feet and having a radius of 182.00 feet;

THENCE Southeasterly, along said reverse curve to the left through a central angle of 45 degrees 31 minutes 26 seconds, an arc length of 144.61 feet to a found 5/8 inch capped iron rod "BHB INC" for the end of said reverse curve to the left and being the beginning of a compound curve to the left whose chord bears South 73 degrees 06 minutes 58 seconds East, a distance of 102.41 feet and having a radius of 470.00 feet;

THENCE Southeasterly, along said compound curve to the left through a central angle of 12 degrees 30 minutes 33 seconds, an arc length of 102.61 feet to a found 5/8 inch capped iron rod "BHB INC" for the end of said compound curve to the left;

THENCE South 79 degrees 22 minutes 15 seconds East, a distance of 174.61 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the left whose chord bears South 88 degrees 21 minutes 10 seconds East, a distance of 56.36 feet and having a radius of 180.50 feet;

THENCE Southeasterly, along said curve to the left through a central angle of 17 degrees 57 minutes 51 seconds, an arc length of 56.59 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the left and the beginning of a reverse curve to the right whose chord bears South 88 degrees 21 minutes 10 seconds East, a distance of 68.54 feet and having a radius of 219.50 feet;

THENCE Southeasterly, along said reverse curve to the right through a central angle of 17 degrees 57 minutes 51 seconds, an arc length of 68.82 feet to a found 5/8 inch capped iron rod stamped "BHB INC" for the end of said reverse curve to the right;

THENCE South 79 degrees 22 minutes 15 seconds East, a distance of 256.94 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears South 60 degrees 02 minutes 23 seconds East, a distance of 218.48 feet and having a radius of 330.00 feet;

THENCE Southeasterly, along said curve to the right through a central angle of 38 degrees 39 minutes 43 seconds, an arc length of 222.68 feet to a found 5/8 inch capped iron rod "BHB INC" for the end of said curve to the right and being the beginning of a reverse curve to the left whose chord bears South 50 degrees 34 minutes 46 seconds East, a distance of 161.14 feet and having a radius of 470.00 feet;

THENCE Southeasterly, along said reverse curve to the left through a central angle of 19 degrees 44 minutes 30 seconds, an arc length of 161.94 feet to a found 5/8 inch capped iron rod "BHB

INC" for the end of said reverse curve to the left;

THENCE South 60 degrees 27 minutes 01 seconds East, a distance of 291.31 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears South 59 degrees 37 minutes 52 seconds East, a distance of 9.44 feet and having a radius of 330.00 feet;

THENCE Southeasterly, along said curve to the right through a central angle of 01 degrees 38 minutes 19 seconds, an arc length of 9.44 feet to a found 5/8 inch capped iron rod "BHB INC" for the end of said curve to the right;

THENCE North 29 degrees 32 minutes 59 seconds East, a distance of 646.07 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the left whose chord bears North 19 degrees 55 minutes 59 seconds East, a distance of 157.03 feet and having a radius of 470.00 feet;

THENCE Northeasterly, along said curve to the left through a central angle of 19 degrees 13 minutes 59 seconds, an arc length of 157.77 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the left and the beginning of a reverse curve to the right whose chord bears North 19 degrees 55 minutes 59 seconds East, a distance of 177.08 feet and having a radius of 530.00 feet;

THENCE Northeasterly, along said reverse curve to the right through a central angle of 19 degrees 13 minutes 59 seconds, an arc length of 177.91 feet to a found 5/8 inch capped iron rod stamped "BHB INC" for the end of said reverse curve to the right;

THENCE North 29 degrees 32 minutes 59 seconds East, a distance of 863.15 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 82 degrees 17 minutes 55 seconds West, a distance of 513.22 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears North 67 degrees 40 minutes 46 seconds West, a distance of 267.54 feet and having a radius of 530.00 feet;

THENCE Northwesterly, along said curve to the right through a central angle of 29 degrees 14 minutes 18 seconds, an arc length of 270.46 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the right;

THENCE North 53 degrees 03 minutes 37 seconds West, a distance of 244.11 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears North 30 degrees 33 minutes 37 seconds West, a distance of 405.64 feet and having a radius of 530.00 feet;

THENCE Northwesterly, along said curve to the right through a central angle of 45 degrees 00 minutes 00 seconds, an arc length of 416.26 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the right;

THENCE North 08 degrees 03 minutes 37 seconds West, a distance of 211.82 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the beginning of a curve to the right whose chord bears North 00 degrees 10 minutes 46 seconds West, a distance of 282.46 feet and having a radius of 1,030.00 feet;

THENCE Northwesterly, along said curve to the right through a central angle of 15 degrees 45 minutes 42 seconds, an arc length of 283.35 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the end of said curve to the right;

THENCE North 07 degrees 42 minutes 05 seconds East, a distance of 112.15 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 82 degrees 40 minutes 44 seconds West, a distance of 1271.05 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE South 55 degrees 51 minutes 06 seconds West, a distance of 532.50 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE South 78 degrees 16 minutes 58 seconds West, a distance of 592.59 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 87 degrees 34 minutes 19 seconds West, a distance of 860.06 feet to the POINT OF BEGINNING and containing 10,844,980.0 square feet or 248.966 acres of land.

PHASE III, SECTION 5

Being a tract of land situated in the D. C. Coffinan Survey, A-1531; T.W. Moore Survey, A-1280; T.W. Moore Survey, A-1502; T. W. Moore Survey, A-1907; L. J. Pitts Survey, A-1289; T. J. Bradford Survey, A-1628 and the M. E. Conatser Survey, A-1461 all within Palo Pinto County, Texas, said tract being a portion of two tract deeded to Possum Kingdom Corporation per documents as recorded in Volume 1373, Page 40 and Volume 1408, Page 263 of the Official Public Records of Palo Pinto County, Texas, said tract being more particularly described by metes and bound as follows:

BEGINNING at a found 5/8 inch capped iron rod stamped "BHB INC" being the northeast corner of Lot 370, The Hills Above Possum Kingdom Lake, Phase Two, Section Three as recorded in Volume 9, Page 98, Slide 664 of the Official Public Records of Palo Pinto, County, Texas;

THENCE South 88 degrees 06 minutes 00 seconds West, along the northerly line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three, passing an "+" cut in rock being the northwest corner of said Lot 370 at a distance of 800.17 and continuing for a total distance of 860.17 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE along said northerly line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three the following:

THENCE South 01 degrees 54 minutes 00 seconds East, a distance of 87.93 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northeast corner of Lot 280 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE South 88 degrees 06 minutes 00 seconds West, a distance of 305.59 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northwest corner of Lot 281 also being the northeast corner of Lot 282 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three;

THENCE North 72 degrees 56 minutes 08 seconds West, a distance of 497.27 feet to a found 5/8 inch

capped iron rod stamped "BHB INC";

THENCE North 82 degrees 40 minutes 44 seconds West, continuing along said northerly line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three passing the northwest corner of Lot 302 being a found 5/8 inch capped iron rod stamped "BHB INC" at a distance of 3,338.73 feet and continuing along the north line of Lot 303 of The Hills Above Possum Kingdom Lake, Phase Two, Section Three as recorded in Volume 9, Page 122, Slide 688 of said Official Public Records of Palo Pinto County, Texas for a total distance of 3,470.69 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 71 degrees 31 minutes 49 seconds West, a distance of 588.22 feet to a found 5/8 inch capped iron rod stamped "BHB INC"

THENCE North 34 degrees 40 minutes 38 seconds West, a distance of 207.24 feet to a found 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 71 degrees 31 minutes 49 seconds West, a distance of 95.14 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being on the east line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three B;

THENCE North 39 degrees 33 minutes 34 seconds West, continuing along said east line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three B, a distance of 462.89 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northeast corner of Lot 373 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three B;

THENCE South 72 degrees 26 minutes 57 seconds West, along the north line of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three B also being the north line of said Lot 373, passing at a distance of 193.68 feet a found 5/8 inch capped iron rod stamped "BHB INC" being the northwest corner of said Lot 373 also being the northeast corner of Lot 279 of said The Hills Above Possum Kingdom Lake, Phase Two, Section Three and continuing along the north line of said Lot 279, a total distance of 728.98 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northwest corner of said Lot 279 and also being on the easterly right of way line of Crimson Clover Drive (a 60' wide R.O.W.);

THENCE South 82 degrees 22 minutes 52 seconds West, crossing said Crimson Clover Drive (a 60' wide R.O.W.), a distance of 60.00 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being the northeast corner of Lot 468 of The Hills Above Possum Kingdom Lake, Phase Two, Section Three A as recorded in Volume 9, Page 121, Slide 687 of said Official Public Records of Palo Pinto County, Texas and also being on the westerly right of way line of Crimson Clover Drive (a 60' wide R.O.W.);

THENCE South 88 degrees 06 minutes 18 seconds West, along the north line of said Lot 468, a distance of 832.14 feet to a found 5/8 inch capped iron rod stamped "BHB INC" being on the easterly right of way line of State Highway No. 16 (a 120' R.O.W.) and being the beginning of a non-tangent curve to the right whose chord bears North 08 degrees 46 minutes 19 seconds West, a distance of 333.00 and having a radius of 1,849.77 feet;

THENCE northwesterly along said non-tangent curve to the right and along said easterly right of way line of State Highway No. 16 (a 120' R.O.W.) through a central angle of 10 degrees 19 minutes 42 seconds, an arc length of 333.45 feet to a set 5/8 inch capped iron rod stamped "BHB INC" for the end of said non-tangent curve to the right;

THENCE North 03 degrees 31 minutes 37 seconds West, along said easterly right of way line of State Highway No. 16 (a 120' R.O.W.), a distance of 672.22 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE South 81 degrees 06 minutes 41 seconds East, leaving said easterly right of way line of State Highway No. 16 (a 120' R.O.W.), a distance of 297.62 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 09 degrees 39 minutes 40 seconds East, a distance of 1,072.78 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 26 degrees 23 minutes 36 seconds East, a distance of 270.23 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 33 degrees 30 minutes 40 seconds East, a distance of 2,653.91 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being on the north line of said tract deeded to Possum Kingdom Corporation also being the south line of a tract deeded to Scott Herring as recorded in Volume 902, Page 824 of said Official Public Records;

THENCE North 89 degrees 50 minutes 06 seconds East, along the common line of said Possum Kingdom Corporation tract and said Scott Herring tract, a distance of 142.93 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 89 degrees 44 minutes 25 seconds East, continuing along said north line of said tract deeded to Possum Kingdom Corporation also being the south line of a tract deeded to L.W. Ellis as recorded in Volume 1270, Page 285 of said Official Public Records, a distance of 3,740.91 feet to a found 3/8 inch iron rod;

THENCE South 00 degrees 24 minutes 59 seconds East, along the east line of said tract deeded to Possum Kingdom Corporation also being the west line of a tract deeded to J. C. Bryan as recorded in Volume 1090, Page 602 of said Official Public Records, a distance of 3,755.44 feet to a found 1/2 inch capped iron rod stamped "Lawson";

THENCE North 89 degrees 44 minutes 37 seconds East, along the common line of said tract deeded to Possum Kingdom Corporation and said tract deeded to J.C. Bryan, a distance of 1,792.34 feet to a found 1/2 inch iron rod;

THENCE South 01 degrees 54 minutes 49 seconds East, along the east line of said tract deeded to Possum Kingdom Corporation and along a boundary line agreement as recorded in Volume 1391, Page 688 of said Official Public Records, a distance of 1,687.60 feet to the POINT OF BEGINNING and containing 28,650,624.8 square feet or 657.728 acres of land.

**CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



A handwritten signature in cursive script, appearing to read "Janette K. Green".

Janette K. Green Palo Pinto County Clerk
Palo Pinto County, TX
03/18/2024 01:10 PM
Fee: \$249.00

2024-00001548 NOT
B: OR V: 2537 P: 439