

# Parker Ranch Estates Homeowners Association, Inc.

**PARKER RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.**

1999 BRYAN ST STE 900 DALLAS

TX 75201-3140

+ (/0802292492-parker-ranch-estates-homeowners-association-inc?do=up) 0 - (/0802292492-parker-ranch-estates-homeowners-association-inc?do=down)

Parker Ranch Estates Homeowners Association, Inc. is an entity registered at Texas with company number 0802292492. Company is incorporated on 15th September 2015.

## Company

Company name	Parker Ranch Estates Homeowners Association, Inc.
Address	<b>PARKER RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.</b> 1999 BRYAN ST STE 900 DALLAS TX 75201-3140
State	TX
Company number	0802292492
Registration Date	15th September 2015
Sos number	0802292492
Taxpayer number	32058307656
Right to Do Business in Texas	ACTIVE

## Key persons

**CT CORPORATION SYSTEM**

1999 BRYAN STREET

SUITE 900 DALLAS

TX 75201

## Related companies

Parker Ranch Holdings 91, Ltd. (/0800683349-parker-ranch-holdings-91-ltd)

Parker Read Dental, Pllc (/0801243343-parker-read-dental-pllc)

Parker Real Estate Group, LLC (/0800861045-parker-real-estate-group-llc)

Parker Real Estate Holdings, LLC (/0801531713-parker-real-estate-holdings-llc)  
Parker Real Estate Inspections, LLC (/0800967513-parker-real-estate-inspections-llc)  
Parker Real Estate Investments, LLC (/0801009406-parker-real-estate-investments-llc)  
Parker Refrigeration Services, Inc. (/0801797163-parker-refrigeration-services-inc)  
Parker Rentals L L C (/0800635530-parker-rentals-l-l-c)  
Parker Ranch And Cattle, L.P. (/0801599548-parker-ranch-and-cattle-l-p)  
Parker Prosperous Ventures, LLC (/0802144422-parker-prosperous-ventures-llc)  
Parker Property Investments, L.L.C. (/0801294177-parker-property-investments-l-l-c)  
Parker Properties LLC (/0800601946-parker-properties-llc)  
Parker Properties 500/700, Ltd. (/0800239061-parker-properties-500-700-ltd)  
Parker Properties 300/400/800/900 Gp, L.L.C. (/0801244758-parker-properties-300-400-800-900-gp-l-l-c)  
Parker Properties 1200, Ltd. (/0800762821-parker-properties-1200-ltd)

Parker Rentals, LLC (/0801732225-parker-rentals-llc)  
Parker Resources, LLC (/0801897603-parker-resources-llc)  
Parker Restoration Services Inc (/0800030800-parker-restoration-services-inc)  
Parker Rigsource, LLC (/0800658607-parker-rigsource-llc)  
Parker River Oaks Properties, LLC (/0801641092-parker-river-oaks-properties-llc)  
Parker River Ranch, Ltd. (/0801237748-parker-river-ranch-ltd)  
Parker Properties 1100, Ltd. (/0800549810-parker-properties-1100-ltd)  
Parker Properties 100, Ltd. (/0800757410-parker-properties-100-ltd)  
Parker Project Support LLC (/0802007172-parker-project-support-llc)  
Parker Professional Plaza, L.P. (/0800608900-parker-professional-plaza-l-p)  
Parker Productivity Services LLC (/0801997596-parker-productivity-services-llc)  
Parker Process & Design LLC (/0801687739-parker-process-design-llc)  
Parker Presley Landman Services Limited Liability (/0801466903-parker-presley-landman-services-limited-liability)

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STATE OF TEXAS               §  
COUNTY OF COLLIN      §

KNOW ALL MEN BY THESE PRESENTS:

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IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the day and year first written above.

**FIRST TEXAS:**

\_\_\_\_\_,  
a Texas \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

Before me on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_, a  
Texas \_\_\_\_\_, known to me to be the person whose name is  
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed Name of Notary

My commission expires: \_\_\_\_\_

**DECLARANT:**

**MASTER DEVELOPERS-TCB, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Peter H. Shaddock  
Title: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

Before me on this day personally appeared Peter H. Shaddock, Manager of MASTER DEVELOPERS-TCB, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed Name of Notary

My commission expires: \_\_\_\_\_

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PARKER RANCH ESTATES

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS THAT

COUNTY OF COLLIN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made effective as of the date hereinafter set forth by Master Developers-TCB, LLC, a Texas limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant owns the Property and desires to burden and benefit the Property with the provisions of this Declaration;

WHEREAS, Declarant proposes to divide and subdivide the Property as Parker Ranch Estates (the "Subdivision");

WHEREAS, Declarant will file a plat (the "Plat") of the Subdivision in the Official Public Records of Collin County, Texas, dividing the Property into Tracts and Common Area; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase a Tract in the Subdivision, that there be established and maintained a consistent, harmonious and uniform plan for the improvement and development of the Subdivision as a highly restricted and modern subdivision of the highest quality and for protecting the value of the Subdivision.

NOW, THEREFORE, Declarant, declares that the Property is to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. This Declaration and the easements, covenants, restrictions, conditions and other provisions hereof run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and their heirs, legal representatives, successors and assigns and shall inure to the benefit of each Owner thereof and their heirs, legal representatives, successors and assigns.

ARTICLE I DEFINITIONS

1.01 "Architectural Committee" means and refers to the Architectural Committee described in Article VIII hereof.

1.02 "Association" means and refers to the nonprofit corporation established, or to be established, for the purposes set forth herein, and its successors and assigns. The Association is a "property owners' association" as such term is defined in Section 202.001(2) of the Texas Property Code, as amended.

1.03 "Board" or "Board of Directors" means and refers to the governing body of the Association elected pursuant to the Bylaws of the Association.

1.04 "City" means and refers to the City of Parker, Texas.

1.05 "Common Area" means and refers to the easements and easement rights reserved by the Declarant in accordance with Section 9.03 hereof for the benefit of Declarant and the Association and their successors and assigns over portions of land within or adjacent to the Subdivision, which shall include, but need not be limited to, landscaping, fencing and irrigation or sprinkler systems as shown on the Plat or Exhibit B attached hereto, together with any improvements now or hereafter constructed thereon. Common Area shall also include any and all areas shown on the Plat along, near or adjacent to any entrance of the Subdivision, together with any improvements constructed thereon, unless such repair and maintenance obligations with regard to

such areas and the improvements located therein have been accepted by the City. Common Area shall also include all open space lots, greenbelt areas, wall easements, landscape easements, medians of any streets or roadways, the repair and maintenance obligation of which have not been accepted by the City, drainage ways, open spaces, lakes, ponds or water detention sites or other similar areas within the Subdivision whether or not shown on the Plat of the Subdivision, if such matters are intended or are devoted to the common use, enjoyment or benefit of the members of the Associations or the Subdivision. Common Area also includes any entry signs and monuments, fencing and walls, planters, berms, ledges, tree wells, signs, markers, irrigation systems, sprinkler systems, water wells and pumps, lights, lighting systems, poles, flags and any other improvements installed by Declarant or the Association on any Common Area and all equipment, accessories, utilities and machinery used in the operation and maintenance thereof. Without limiting the foregoing, Common Area includes any improvements constructed by Declarant or the Association within the Common Area. Common Area shall include the streets shown on the Plat until such time as such streets are accepted by the City or the repair and maintenance obligations with regard thereto have been accepted by the City. If the City does not accept such streets or the maintenance obligations associated therewith, the Association shall be responsible for maintaining the streets. Except as otherwise provided herein, the Association shall maintain the Common Area. Additional property may be added to the Common Area hereunder only upon the approval of the affirmative vote of a majority [greater than fifty percent (50%)] of the votes represented at a meeting of the Members of the Association duly called for that purpose at which a quorum is present in person or by proxy; provided, however, without obtaining the consent of the Members of the Association, Declarant may add property to the Common Area, as well as improvements constructed or to be constructed thereon, if such additional property is depicted on any recorded plat of all or any part of the Property as Common Area, or if such additional property is intended or devoted to the common use, enjoyment or benefit of the Members of the Association or the Subdivision. Common Area shall also include any fixtures, structures or improvements installed by Declarant or the Association on any Tracts within the Subdivision which are not expressly made the responsibility of an Owner pursuant to the provisions of this Declaration. Common Area shall specifically exclude sidewalks, street signs, traffic control devices or any other facility operated or maintained by the City or any public utility company.

1.06 "Commercial Homebuilder" shall have the meaning ascribed thereto in Section 8.02(b) hereof.

1.07 "Declarant" means and refers to Master Developers-TCB, LLC, and its successors and assigns.

1.08 "Declarant Control Period" means and refers to the period of time described below in this Section 1.08 during which Declarant controls the operation and management of the Association by appointing at least a majority of the Board of Directors of the Association pursuant to the rights and reservations contained in this Declaration or the governing documents of the Association to the fullest extent and for the maximum duration permitted by applicable law. The Declarant Control Period shall commence on the date of the recording of this Declaration in the Official Public Records of Collin County, Texas, and shall continue thereafter until the fifteenth (15th) anniversary of the date of the recording of this Declaration in the Official Public Records of Collin County, Texas. No act, statement or omission by the Association may effect termination of the Declaration Control Period. Declarant, however, may terminate the Declarant Control Period at any earlier time by recording a notice of termination in the Official Public Records of Collin County, Texas, signed and notarized by Declarant, specifying the end of the Declarant Control Period at an earlier date, in Declarant's sole and absolute discretion. The Declarant Control Period is for a term of fifteen (15) years and does not require that Declarant own a Tract or any other land within the Property.

1.09 "Development Period" means and refers to the period during which Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape and composition of the Property, pursuant to the rights and reservations contained in this Declaration, to the fullest extent permitted by applicable law. The Development Period shall run continuously commencing on the date this Declaration is recorded in the Official Public Records of Collin County, Texas, and continuing until the earlier of the following events: (a) the fifteenth (15th) anniversary of the recording of this Declaration in the Official Public Records of Collin County, Texas, and (b) the date on which every Tract within the Property or any additional land added to the scheme of restrictions imposed hereby in accordance with Article XII hereof is improved with a completed Living Unit. No act, statement or omission by the Association may effect termination of the Development Period earlier than the term stated in this Section 1.09. Declarant, however, may terminate the Development Period at any earlier time by recording a notice of termination in the Official Public Records of Collin County, Texas, signed and notarized by Declarant, specifying the end of the Development Period at an earlier date, in Declarant's sole and absolute discretion. The Development Period is for a term of fifteen (15) years and does not require that Declarant own a Tract or any other land within the Property.

1.10 "Living Unit" or "Home" or "residence" means and refers to any improvements on a Tract which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit.

1.11 "Member" means and refers to every person or entity who holds a membership in the Association.

1.12 "Mortgagee" means and refers to a person or entity which has loaned or advanced money to an Owner or to Declarant for the purchase or improvement of a Tract or other property in the Subdivision and has taken a recorded lien on such property to evidence the security for such loan. The term "Mortgagee" specifically excludes a person or entity which has loaned or advanced money to an Owner pursuant to Article XVI, Section 50(a)(6) of the Texas Constitution.

1.13 "Owner" means and refers to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Tract, but excluding those having such interest merely as security for the performance of an obligation.

1.14 "Property" means and refers to the property described on Exhibit A attached hereto and incorporated herein by reference. Upon the addition of any other land to the scheme of restrictions imposed hereby in accordance with Article XII hereof, such other land shall be deemed to be included within the term "Property" for purposes of this Declaration, subject, however, to any modifications or amendments set forth in any Supplemental Declaration (as defined in Article XII hereof) contemplated by Article XII hereof.

1.15 "Purchaser" means and refers to an individual who or an entity which purchases a Tract.

1.16 "Subdivision" means and refers to "Parker Ranch Estates" and shall cover and include the Property, together with any additional property added to the Property in accordance with Article XII of this Declaration.

1.17 "Tract" means and refers to any lot or tract of land shown upon a map or plat of all or any portion of the Property recorded in the map, plat or official records of Collin County, Texas, which is designated as a tract or lot therein and which is or will be improved with a Living Unit; provided, however, some portions of the Common Area may be platted as a "lot" or "tract" on such recorded map or plat, but those lots shall be excluded from the concept and definition of "Tract" as used herein. "Corner Tract" means and refers to a Tract that abuts on more than one street. A Corner Tract is deemed to front on the street designated by the Architectural Committee.



## ARTICLE II

### DECLARANT CONTROL PERIOD; DEVELOPMENT PERIOD

#### 2.01 Declarant Control Period.

(a) Declarant hereby reserves for Declarant a Declarant Control Period (as defined in Section 1.08 hereof) with each and every right, reservation, privilege and exception available or permissible under applicable law for declarants and developers of residential subdivisions, if and to the full extent that such right, reservation, privilege or exception is beneficial to or protective of Declarant or Commercial Homebuilders.

(b) Notwithstanding applicable laws that link a Declarant's control of real property development with Declarant's control of the governing body, Declarant and this Declaration recognize the independence of those realms and functions. Declarant may terminate its reserved right to appoint officers and directors of the Association without affecting any of Declarant's other rights and reservations under this Declaration or applicable law.

#### 2.02 Development Period.

(a) Declarant hereby reserves the right to facilitate the development, construction and marketing of the Property, together with any other land added to the scheme of restrictions imposed hereby in accordance with Article XII hereof, and the right to direct the size, shape and composition of the Property, together with any other land added to the scheme of restrictions imposed hereby in accordance with Article XII hereof, pursuant to the rights and reservations contained in this Declaration, to the fullest extent permitted by applicable law during the term of the Development Period described in Section 1.09 hereof. Without limiting the foregoing, Declarant hereby reserves for Declarant each and every right, reservation, privilege and exception available or permissible under applicable law for declarants and developers of residential subdivisions, if and to the fullest extent that such right, privilege or exception is beneficial or protective of Declarant or Commercial Homebuilders. If the benefit or protection of applicable law is predicated on an express provision contained within this Declaration or any other governing document of the Association, such provision is hereby incorporated by reference unless Declarant executes an instrument to disavow such benefit or protection.

(b) This Declaration creates a number of periods of time for the exercise by Declarant of certain reserved rights, such as the Declarant Control Period and Development Period. Each reservation period is independent of the others. Each reservation period is for a term of years and does not require that the Declarant own a Tract or any other land within the Property or any other property added to the scheme of restrictions imposed hereby in accordance with Article XII hereof. No act, statement or omission by the Association or any other party may effect a change or termination of any reservation period. Declarant, however, may unilaterally change any reservation period by amending this Declaration. To document the end of a reservation period, Declarant may, but is not required to, execute and publicly a record a notice of termination or modification of such reservation period in the Official Public Records of Collin County, Texas.

## ARTICLE III

### MEMBERSHIP; VOTING RIGHTS; POWERS AND DUTIES

3.01 Membership. Every Owner of a fee or undivided fee interest in a Tract holds a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Tract merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from ownership of a Tract, except as to a lessee. Any Mortgagee who acquires title to any Tract through judicial or non-judicial foreclosure will be a Member of the Association, as a result of such Mortgagee's status as the Owner of such Tract.

3.02 Voting Rights. There are two (2) classes of membership entitled to voting rights in the Association as follows:

(a) Class A. All Members in the Association, other than Declarant, are considered Class A Members, and for each Tract owned are entitled to one vote on each matter coming before the Members at any meeting or otherwise. When a Tract is owned by more than one Class A Member, all the individuals or entities holding an ownership interest in that Tract are considered Class A Members; however, for such Tract they are entitled to a total of no more than one (1) vote on each matter coming before the Members at any meeting or otherwise. The vote for such Tract is to be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to such Tract.

(b) Class B. Members are those individuals or entities who are herein defined as Declarant and for each Tract owned they are entitled to fifty (50) votes on each matter coming before the Members at any meeting or otherwise. When a Tract is owned by more than one Class B Member, all such individuals or entities holding an ownership interest in that Tract will be Class B Members; however, for each such Tract they are entitled to a total of no more than fifty (50) votes on each matter coming before the Members at any meeting or otherwise. The fifty (50) votes for such Tract are to be exercised as they among themselves determine, but in no event shall more than fifty (50) votes be cast with respect to each such Tract.

In the event a Tract owned by a Class B Member is sold to an Owner who would be classified as a Class A Member, the Class B membership ceases as to such Tract, and the Owner automatically is entitled to one (1) vote for such Tract as a Class A Member. All Class B memberships cease and automatically convert into Class A memberships on the happening of either of the following events, whichever occurs earlier:

(i) Fifteen (15) years after the date this Declaration is filed with the County Clerk of Collin County, Texas, for recordation in the Official Public Records of Collin County, Texas.

(ii) The date on which Declarant records a notice of termination of the Class B membership rights in the Official Public Records of Collin County, Texas.

(c) Notwithstanding the foregoing, any owner of undeveloped property that is encumbered by or added to this Declaration pursuant to the terms of Article XIII shall be considered a Class B Member, and each contemplated single-family lot within such additional property will, for purposes of voting rights under this Declaration only, be considered a Tract.

3.03 Quorum. Except as otherwise provided in Section 4.05 of Article IV or the Bylaws of the Association, the quorum required for any action referred to in this Article III shall be as follows:

(a) At any meeting of Members called by the Board of Directors the presence at the meeting of Members, or of their proxies, entitled to cast at least thirty-three percent (33%) of all of the votes of the Members of the Association shall constitute a quorum. If the required percentage of all of the votes of the Members of the Association is not present, in person or by proxy, at such meeting, then another meeting may be called by the Board of Directors, but the required quorum at the subsequent meeting will be one-half (1/2) of the required quorum at the preceding meeting. Any action taken at such meeting shall require approval by Members holding at least fifty-one percent (51%) of the votes represented at such meeting of the Members at which a quorum is present, in person or by proxy. Any partial number of membership votes shall be rounded down to the next full number.

(b) As an alternative to the procedure set forth immediately above, any action referred to in this Article III may be taken without a meeting if a consent in writing, approving the action to be taken, shall be signed by Members holding more than fifty-one percent (51%) of the outstanding votes of the Association.

3.04 Powers and Duties. The affairs of the Association shall be conducted by the Board of Directors of the Association which shall be appointed or selected in accordance with the Certificate of Formation and Bylaws of the Association. The Board of Directors for the benefit of the Common Area and the Owners, shall have the following powers and shall provide and pay out of the assessments provided for in Article

IV hereof the following:

(a) Care and preservation of the Common Area and the furnishing and upkeep of any desired personal property for use in the Common Area. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from any reserve fund as specifically provided in Section 3.08 hereof.

(b) Care and maintenance of the landscaping, masonry screen walls, wooden screening walls and ornamental fencing and entry features which may be constructed by the Association on the Common Area or on private property. Maintenance includes all repair or rebuilding required and cleaning as required to remove graffiti or obscenities.

(c) The services of a person or firm to operate and manage the Association, the Subdivision, or any separate portion thereof, to the extent deemed advisable by the Board of Directors, and the services of such other personnel as the Board of Directors shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board of Directors or by the manager selected by the Board of Directors.

(d) Legal and accounting services.

(e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(f) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Area.

(g) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on the individual Tracts with respect to: (i) taxes on the Common Area, and (ii) insurance coverage of the Common Area, as they relate to the assessment, collection and disbursement process envisioned by this Declaration.

(h) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board of Directors sees fit.

(i) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Area.

(j) If, as and when the Board of Directors, in its sole discretion, deems necessary it may take action to protect or defend the Common Area from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(k) To make reasonable rules and regulations for the operation and use of the Common Area and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Property, by a majority of the Members in the portions affected.

(l) To make available to each Owner, within one hundred twenty (120) days after the end of each year, an annual report.

(m) To adjust the amount, collect and use any insurance proceeds to repair damage or replace damaged or lost property and if proceeds are insufficient to repair damage or replace damaged or lost property, to assess the Members in proportionate amounts to cover the deficiency.

(n) If, as and when the Board of Directors, in its sole discretion, deems necessary it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin or seek damages from

any Owner for violation of such provisions or rules.

(o) The Association shall make available certain records of the Association in accordance with the Retention Records and Production Policy specified in the Addendum.

3.05 Board Powers. From and after the date on which the title to or any easement or other interest in the Common Area has been granted or conveyed to the Association, the Board of Directors shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board of Directors, except as otherwise provided herein.

3.06 Maintenance Contracts. The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association.

3.07 Liability Limitations. Neither any Member nor any members of the Board of Directors of the Association nor the officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Association nor its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

3.08 Reserve Fund. The Board of Directors may establish reserve funds for such purposes as may be determined by the Board of Directors, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board of Directors. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the properties, and maintaining the Common Area and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors of the Association. Capital expenditures from this fund may include by way of example, but not be limited to, repair of major damage to the Common Area not covered by insurance.

3.09 Disclaimer. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE CONSIDERED TO HAVE A DUTY TO INSURE OR GUARANTEE THE SAFETY OF THE OWNERS IN THE SUBDIVISION OR TO BE THE PROVIDER OF SECURITY SERVICES, WHETHER OR NOT SUCH SERVICES ARE PROVIDED BY THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR INJURY BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES AND SERVICES TAKEN OR PROVIDED. EACH OWNER, TENANT, GUEST OR INVITEE ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS OFFICERS, DIRECTORS AND COMMITTEE MEMBERS ARE NOT SECURITY SERVICES PROVIDERS AND ACKNOWLEDGES THAT THE ASSOCIATION, ITS OFFICERS, DIRECTORS AND COMMITTEE MEMBERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

## ARTICLE IV

### COVENANT FOR ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Tract within the Subdivision which is or hereafter becomes subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Tract which is or hereafter becomes assessable, by acceptance of a deed thereto, whether or not it is expressed in the deed or other evidence or the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this Declaration.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges, assessments and sums, together with such interest thereon and cost of collection thereof, as hereinafter provided, constitute a charge on the Tract and are secured by a continuing contractual lien upon the Tract against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorney's fees are and remain the personal obligation of the individual or individuals who owned the particular Tract at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Tract.

4.02 Purpose of Assessments. The assessments levied by the Association are to be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, will be applied toward the payment of all taxes, insurance premiums, repair, maintenance and acquisition expenses incurred by the Association, and at the option of the Board of Directors of the Association, for any or all of the following purposes: lighting, improving and maintaining paths, parkways and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with enforcement of this Declaration; employing watchmen and/or a patrol/monitoring service; fogging and furnishing other general insecticide services; acquiring and maintaining any amenities or recreational facilities that may be operated in whole or in part for the benefit of the Owners; repayment of debt (principal and interest) incurred by the Association to acquire, repair, maintain or improve the Common Area or facilities situated thereon; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order, or which it considers of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences, ancillary appurtenances, and Tracts as hereinafter provided. It is understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds is final and conclusive so long as said judgment is reasonable and exercised in good faith.

4.03 Annual Assessments. Annual assessments are due and payable in advance on January 1 of each year as provided herein. The initial annual assessment is \$1,000.00 per Tract. Annual assessments for subsequent years will be set by the Board of Directors on or before December 1 of each year. Unpaid assessments will become delinquent on February 1 of the year for which assessed. The annual assessment with respect to each Tract commences upon the first sale of the Tract by Declarant. If the sale occurs effective other than January 1, the purchaser of the Tract must pay to the Association at closing the pro rata assessment from the date of purchase to December 31 of the following year. Ownership of multiple Tracts shall require payment of multiple annual assessments, as well as special and other assessments contemplated by this Declaration, based upon the number of individual Tracts owned regardless of whether a Living Unit has been or will be constructed on one or more of such Tracts. In the event an Owner desires to combine

one or more Tracts into a single Tract pursuant to a replat thereof to be approved by applicable local governmental authorities, Owner shall obtain the prior written approval of the Board of Directors of the Association which approval shall be in the sole and arbitrary discretion of the Board of Directors. In the event the Board of Directors approves the proposed replat of one or more Tracts into a single Tract and such replat is approved by all applicable local governmental authorities, the Owner shall continue to pay multiple assessments, annual, special or otherwise, based upon the number of Tracts originally configured by the Declaration or any Supplemental Declaration and owned by Owner and not based upon the number of Tracts reflected by any such replat described above (unless such replat increases the number of Tracts owned by Owner). The foregoing requirements apply to all assessments contemplated by this Declaration, whether annual, special or otherwise. Nothing contained in this Section 4.03 shall authorize a subdivision or replat of a Tract or Tracts to the extent otherwise prohibited by this Declaration or any Supplemental Declaration. The Association or any management company under contract with the Association, may charge re-sale certificate fees, transfer fees and other reasonable fees which fees shall be set by the Board of Directors of the Association at comparable market rates for similar subdivisions as the Subdivision.

4.04 Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon Common Area, including the necessary fixtures and personal property related thereto. The Board of Directors of the Association must call a meeting of the Members for the purpose of voting on such special assessment. The amount and time and manner of payment of such assessment shall be established by a vote of the Members entitled to cast at least sixty-seven percent (67%) of the votes represented at a meeting of the Members at which a quorum is present, in person or by proxy. Notice of the special assessment must be mailed to each Owner at the address shown in the records of the Association.

4.05 Notice of Quorum for any Action Authorized Under Section 4.04. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Section 4.04 of this Article IV must be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members, in person or by proxy, holding at least thirty-three percent (33%) of all membership votes entitled to be cast shall constitute a quorum. If the required quorum is not present, in person or by proxy, at such first meeting, another meeting may be called subject to the same notice requirements, but the required quorum at the subsequent meeting will be one-half (1/2) of the required quorum at the preceding meeting. In lieu of such a meeting and notice action under Section 4.04 hereof may be taken without a meeting if a consent in writing, approving the action to be taken, shall be signed by Members holding more than fifty-one percent (51%) of the outstanding votes of the Members of the Association.

4.06 Rates of Assessment. Both annual and special assessments apply to all Tracts, except those owned by the Declarant.

4.07 Certification as to Payment of Assessments. The Association or any management company under contract with the Association, upon demand from an Owner, and for a reasonable charge, must furnish a certificate concerning the status of payment of annual or special assessments by such Owner. A properly executed certificate issued by the Association is binding upon the Association as of the date of issuance with respect to the matters set out therein.

4.08 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or charges which are not paid when due are delinquent. If an annual assessment is not paid by February 1 of the year in which it is due or if any other assessment or charge is not paid within thirty (30) days after the due date, such Owner shall pay a late fee of \$25.00 for each assessment or charge not paid when due and such assessment or charge shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum non-usurious rate, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Tract. Interest,



court costs and reasonable attorneys' fees incurred in any such action may be added to the amount of such assessment or charge. Declarant hereby reserves for the benefit of Declarant and the Association, a lien against each Tract to secure payment of any assessments or charges imposed by this Declaration against an Owner or a Tract. Each Owner, by such Owner's acceptance of a deed to a Tract, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the aforesaid lien by all methods available at law or in equity, including, by judicial foreclosure or by non-judicial foreclosure permitted by and in accordance with applicable law, including, Chapter 51 of the Texas Property Code, as amended; provided, however, such actions, including, collection efforts shall be conducted in accordance with the procedures set forth in Chapter 209 of the Texas Residential Property Owners Protection Act, including, the procedures set forth in Sections 209.006, 209.0063 and 209.0092 of the Texas Property Code, as amended, to the extent applicable. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of Owner's Tract. Notwithstanding the foregoing provisions of this Section 4.08 or elsewhere in this Declaration, it is agreed and understood that the foregoing provisions of this Section 4.08 shall be subject to the provisions of the Payment Plan Policy specified in the Addendum.

4.09 Subordination of Lien to Mortgages. As hereinabove provided, the title to each Tract is subject to the lien securing the payment of all assessments and charges due the Association, but this lien is subordinate to any bona fide purchase money lien or mortgage created for improvements covering a Tract. Sale or transfer of any Tract does not affect this lien. Provided, however, a sale pursuant to a foreclosure of a valid purchase money or improvement mortgage extinguishes the liens securing any unpaid assessments to the date of such sale, and the purchaser at such sale is thereafter the Owner liable for all assessments from and after the date of such foreclosure sale. No extinguishment of the assessment liens relieves the defaulting Owner from personal liability for payment of such assessments. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine, in its absolute discretion.

4.10 Exempt Property. Notwithstanding the foregoing provisions of this Article IV, all Tracts dedicated to and accepted by a local public authority or the City, and all Tracts owned by Declarant or the Association are exempt from the assessments and charges created or contemplated hereby. Tracts owned by any individual partners of Declarant are subject to the same assessments and charges as Tracts owned by other Owners.

4.11 Additional Assessments. The Association or any management company under contract with the Association may charge a fee (a "Resale Certificate Fee") per resale of any Tract to cover administrative expenses incurred in the preparation of any Resale Certificate requested by an Owner or a buyer of a Tract from an Owner. In addition, the Association may charge a fee ("Dues Status Letter Fee") for a dues status letter per Tract and per request to cover administrative expenses incurred in the preparation of a letter concerning the status of any dues or assessments affecting or pertaining to any Tract requested by an Owner, a buyer of a Tract from an Owner or any other interested person or entity authorized to obtain same. At each and every closing of the purchase and sale of a Tract (other than a sale by Declarant to a Commercial Homebuilder), the purchaser of such Tract shall pay to the Association the sum of \$1,200.00 (each, a "Working Capital Contribution"), which shall be used by the Association for such purposes as the Association shall determine from time to time in its discretion. The Resale Certificate Fee and the Dues Status Letter Fee shall be due and payable by the Owner prior to the date of issuance of any Resale Certificate or Dues Status Letter to the Owner, the Owner's title company or escrow agent, the buyer of the Owner's Tract or any other person or entity. Regardless of the identity of the person or entity requesting the Resale Certificate or the Dues Status Letter, Owner shall pay the Resale Certificate Fee to the Association. The amount of the Resale Certificate Fee, the Dues Status Letter Fee and the Working Capital Contribution may be adjusted, from time to time, by the Board of

Directors of the Association. Additionally, the Resale Certificate Fee, the Dues Status Letter Fee and the Working Capital Contribution paid by an Owner shall be non-refundable to Owner under all circumstances.

## ARTICLE V

### INSURANCE

The Association, through the Board of Directors, or its duly authorized agents, has the authority (but not the obligation) to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, and, if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage and any such other risk as is customarily covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (but with coverage of not less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds to be of the kind and in an amount the Association deems necessary for the protection of the Owners.

(d) Such additional policies of insurance as the Board of Directors may determine in its sole discretion, including, without limitation, directors and officers liability insurance, workman's compensation insurance and other insurance as the Board of Directors may determine in its sole discretion.

Premiums for all such insurance policies carried by the Association are a common expense payable by assessments on Tracts. Liability and property insurance for Tracts and the contents of residences are the responsibility of each individual Owner. All proceeds from policies held by the Association will be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn by an agent duly authorized by the Board of Directors. In no event will the insurance company or the bank or other financial institution holding proceeds on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies may be used by the Association only for the benefit of its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the event the insurance proceeds are determined to be insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association may levy a special assessment for capital improvements against all Tracts to make up the deficiency. This may be done only after compliance with all the requirements for imposition of special assessments.



Any balance from the proceeds of insurance paid to the Association remaining after satisfactory repair and/or rebuilding of said improvements shall be retained by the Association as part of a general reserve fund for repair and replacement. In the event of destruction (total or partial) to the improvements on any individual Tract due to fire or any other cause, the Owner of such Tract covenants and agrees to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date on which the damage occurs.

#### ARTICLE VI

##### USE OF COMMON AREA

The Common Area, and any improvements now or hereafter located thereon, may be occupied and used as follows:

(a) Restrictive Actions by Owners. No Owner shall permit anything to be done on or in the Common Area which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association or which would be in violation of any law. No waste shall be permitted in the Common Area.

(b) Damage to Common Area. Each Owner shall be liable to the Association for any damage to the Common Area caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, invitees or pets.

(c) Rules of the Board of Directors. All Owners and occupants shall abide by any rules and regulations adopted by the Board of Directors of the Association that are consistent with and reasonably necessary to effect the purposes of this Declaration. The Board of Directors of the Association shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys' fees. Without limiting the foregoing, the Board of Directors, in its sole discretion, may from time to time, adopt a fine schedule for noncompliance of the terms and provisions of this Declaration or such rules and regulations adopted by the Board of Directors of the Association in such amounts as the Board of Directors shall determine in its sole discretion.

#### ARTICLE VII

##### PERMITTED USES AND RESTRICTIONS

The Property and each Tract shall be constructed, developed, occupied and used as hereinafter provided in this Article VII. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENTS OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION, BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION,

**THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL.**

7.01 Residential Use. The Tracts shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Tract other than one (1) single-family residence per Tract which residence shall be constructed to minimum Federal Housing Authority (hereinafter called "FHA") and Veterans Administration (hereinafter called "VA") standards and a private garage as provided below. The residence located on each Tract shall not exceed two (2) stories in height, but may have a finished attic space. Window dormers are allowed above the second story, but doors and/or balconies are prohibited above the second story of the residence.

7.02 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

7.03 Garage Required. Each residence shall have an attached garage suitable for parking not less than two (2) nor more than six (6) standard size automobiles, which garage shall conform in design and materials with the residence. Except as provided in this Section 7.03, no garage shall open to the front of a Tract or, in the case of a Corner Lot, no garage shall open to the street in front of such Corner Lot. Notwithstanding the foregoing, after the Owner of such Tract or Corner Lot, as the case may be, obtains the written approval of the Architectural Committee which approval shall be in the sole and absolute discretion of the Architectural Committee, a single or double car garage with a garage door which has architectural details such as reveals/texture, windows, or hardware and which is set back twenty-five feet (25') from the front property line a minimum distance of forty feet (40') may open to the front of a Tract or a Corner Lot.

7.04 Restrictions on Resubdivision. None of the Tracts shall be subdivided into smaller tracts.

7.05 Driveways. All driveways shall be surfaced with rock salt concrete, brick, pavers or a similar substance that is approved by the Architectural Committee. Washed aggregate finish is not permitted. Driveways shall be completed at or prior to the time of completion of the construction of the residence on such Tract. On all Tracts, brick or stone posts matching the brick on the dwelling with lights shall be placed at each side of each driveway entrance prior to occupancy of the residence on such Tract. Such driveway posts and lights must conform to the requirements specified on Exhibit C attached hereto and incorporated herein by reference. Said lights must, at all times, operate from dusk to dawn. The lighted posts shall be installed so that electrical wires do not cross any drainage channels.

7.06 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Tract only in places which are not visible from any street on which the Tract fronts) shall be permitted on any Tract except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Tract during construction of the residence on the Tract. No building material of any kind or character shall be placed or stored upon the Tracts until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Tract upon which the improvements are to be erected. All children's playhouses, doghouses, greenhouses and buildings for storage of lawn maintenance equipment in excess of one hundred (100) square feet in area must be approved by the Architectural Committee. All gazebos must be approved by the Architectural Committee prior to any commencement of construction of the gazebo.

(b) No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pickup campor, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Tracts, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such

vehicle or equipment shall be used as a residence or office, either temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use solely for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks, buses, trailers or any other vehicles with tonnage in excess of three-quarters (3/4) of a ton shall not be permitted to park overnight in the Subdivision, except those used by a Commercial Homebuilder during the construction of improvements on a Tract. Any vehicle displaying printing of any type, whether for advertisement purposes or otherwise, shall not be permitted to park overnight in the Subdivision, except those used by a Commercial Homebuilder during the construction of improvements on a Tract.

(d) No vehicle of any size which transports inflammatory explosive cargo may be kept in the Subdivision or on the Tracts at any time.

(e) No recreational vehicles, boats or similar equipment shall be parked or stored within the Subdivision in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No inoperable, derelict or abandoned cars or vehicles of any type or nature may be kept or situated in the Subdivision or on the Tracts.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, or other out-building shall be used on the Tracts at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(g) No oil or gas drilling, oil or gas development operation, oil or gas refining, quarrying or mining operation of any kind shall be permitted in the Subdivision, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Subdivision. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Subdivision.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept in the Subdivision except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the explicit purpose and intent of these provisions to restrict the use of the Subdivision so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the Subdivision. No more than three (3) pets will be permitted on each Tract. Pets must be restrained or confined in the back of each Tract inside a fenced area or within the residence. It is the pet owner's responsibility to keep the Tract clean and free of pet debris. All animals must be properly tagged for identification and evidence that all inoculation requirements have been met.

(i) No Tract or other area on the Tracts shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and appropriate locations and such containers shall be situated, enclosed, screened or otherwise secured in a manner so as not to be accessible to stray animals or visible from any residential street, private drive or adjacent Tract. All incinerators or other equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Materials incidental to construction of improvements may be stored on Tracts during construction so long as construction progresses without undue delay.

(j) No individual water supply system shall be permitted in the Subdivision or on any Tract, except a system installed by Declarant or the Association which provides water to the Common Area for irrigation or other purposes. No individual sewage disposal system shall be permitted in the Subdivision or on any Tract.

(k) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

(l) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. All utility meters, equipment, air condition compressors, air conditioning and heating units and similar items (including any propane tanks) placed on any Tract must (to the extent reasonably practicable) be visually screened from the street and adjoining Tracts.

(m) Unless permitted by the Architectural Committee in the manner described in Article VIII below, all antennas, discs or any other electronic or satellite communication equipment, including any type of parabolic reflector or other high gain antenna system(s) or structures, must be located within the attic of the residence on any Tract, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. No Owner may erect or maintain solar collector panels or equipment upon any Tract, unless such solar collector panels or equipment are not visible from a public street or an adjacent Tract and the Owner of such Tract obtains the prior written approval of the Architectural Committee. Satellite communication dishes having a diameter not greater than twenty-four (24) inches are specifically allowed on individual Tracts so long as the dish is not visible from any street frontage of the individual Tract. No more than two (2) satellite communication dishes may be installed on any Tract.

(n) No Tract or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Subdivision is sold. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet inoffensive activities such as tutoring or giving art lessons so long as such activities are in compliance with all applicable governmental and zoning requirements and do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(o) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') feet above the roadway shall be placed or permitted to remain on any Corner Tract within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines as extended. The same sight line limitations shall apply on any Tract within ten feet (10') from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) Except for children's playhouses, dog houses, greenhouses and gazebos, no building previously constructed elsewhere, including used houses, shall be moved onto any Tract, it being the intention that only new construction shall be placed and erected thereon. Any building previously constructed elsewhere from the list above that exceeds one hundred (100) square feet in area must have the prior written approval from the Architectural Committee prior to its installation.

(q) Within easements on each of the Tracts, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(r) The general grading, slope and drainage plan of a Tract may not be altered without the approval of the City and all other appropriate agencies having authority to grant such approval.

(s) No sign of any kind (including any signs in the nature of a "protest" or complaint by any Owner against Declarant, a Commercial Homebuilder or any other party or that describe, malign or refer to the reputation, character or building practices of Declarant, a Commercial Homebuilder or any other party, or discourage or otherwise negatively impact or attempt to impact anyone's decision to acquire a Tract or Home in the Subdivision) shall be displayed to the public view on any Tract; provided, however, one (1) professionally fabricated sign of not more than five (5) square feet of advertising the property for rent or sale, or signs used by the Declarant or a builder to advertise the property during the construction and sales period may be displayed to the public view on any Tract. Notwithstanding the foregoing, any Commercial Homebuilder, during the

applicable initial construction and sales period, may utilize one (1) professionally fabricated sign of not more than five (5) square feet in size per Tract for advertising and sales purposes and one (1) professionally fabricated sign of not more than thirty-two (32) square feet in size in the Subdivision advertising a model home provided that such sign shall first have been approved in writing by the Architectural Committee and provided such signs shall be in compliance with any and all ordinances and regulations of the City. The Declarant, any Commercial Homebuilder, the Association or any of their agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and, in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction shall subject any Owner who violates such restriction to a fine of \$100.00 per day to be collected by Declarant or the Association for each day that such Owner fails to comply with this restriction. The nonpayment of such fine shall result in a lien against such Owner's Tract in accordance with this Declaration which lien may be foreclosed in order to collect such fine as contemplated by the procedures set forth in this Declaration.

(t) The drying of clothes in full public view is prohibited. The Owners and occupants of Tracts at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(u) Except within fireplaces in the main residential dwelling or outdoor fireplaces in rear yards and except for outdoor cooking, no burning of anything shall be permitted anywhere in the Subdivision.

(v) No carport shall be permitted on a Tract.

(w) No abandoned, derelict or inoperative vehicles may be stored or located on any Tract unless visually screened from other Tracts and from any residential street.

(x) The provisions of all zoning ordinances and building codes affecting all or any part of the Subdivision and/or Tract(s) and in effect as of the date of this document shall be complied with, whether or not they are specifically addressed in the foregoing.

(y) No building shall be erected or constructed of exterior materials other than brick, brick veneer, stone, stone veneer, Hardi Plank or stucco, unless otherwise approved by the Architectural Committee, and all Living Units shall be so placed on the interior Tracts as to face the street on which the Tracts face. The placement and location of improvements on the Tracts shall be subject to the approval of the Architectural Committee.

(z) No obnoxious or offensive trade shall be carried on upon any Tract, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No commercial farming shall be permitted. Residential gardens are permitted at the rear of the main dwellings.

(aa) Any outbuilding or accessory building permitted in accordance with the express terms of this Declaration (i) shall be erected in accordance with the zoning ordinances governing the Subdivision, (ii) must be architecturally compatible with the main dwelling and constructed of the same materials, (iii) shall be placed behind the primary residence unless otherwise approved by the Architectural Committee, and (iv) must not exceed in size an area equal to the lesser of (A) fifty percent (50%) of the air-conditioned area of the residence located on the Tract, or (B) ten percent (10%) of the area of the Tract. Doors placed on outbuildings or accessory buildings if facing the street shall be constructed of wood. In any event, no outbuilding or accessory building may be erected in the Subdivision without the prior written approval of the Architectural Committee, which approval may be withheld in the sole discretion of the Architectural Committee.

(bb) No used houses may be moved into the Subdivision.

(cc) The Guidelines for the Installation and Display of Flags and Flagpoles provided for in the Addendum shall govern the requirements for the installation and display of flags and flagpoles in the Subdivision and the approval of the same.

(dd) No barns shall be located on any Tract or the Subdivision.

7.07 Completion of Construction; Landscaping. Each residence constructed on each Tract and other improvements associated therewith shall be completed within one (1) year after commencement thereof unless otherwise approved by the Architectural Committee. For purposes of this paragraph, "commencement" shall mean the date on which the "building permit" is issued by the City and "completed" shall mean the date on which the City issues the "certificate of occupancy." All Tracts shall be graded so that storm water drainage will not flow onto other Tracts, unless a drainage easement is provided and is approved by the City engineer. Each Tract shall be required to have installed thereon a minimum of the following items: (a) grass sod over the entire front yard, side yards adjacent to the residence and the first twenty feet (20') of the rear yard of the residence, (b) at least one (1) tree for every fifty feet (50') of road frontage planted non-uniformly in the front yard of the Tract as required per City ordinance, and (c) at least one (1) row of bushes or shrubbery consisting of at least one bush or shrub for every three (3) linear feet of front elevation of the residence (unless otherwise approved by the Architectural Committee) planted along the front elevation line of the residence and in front of all streets visible utility and mechanical service boxes, including, air-conditioning condensers, septic pump systems, electric and gas meters (excluding street side utility boxes). Weather permitting, landscaping of a Tract must be completed within ninety (90) days after the date the certificate of occupancy is received from the City of Parker. The Owner of the Tract shall be obligated to maintain all grass areas within the Tract and in the right-of-way area from side Tract line to side Tract line (and if any Owner fails to do so, the Association shall have the right, but not the obligation to maintain same at the Owner's cost, and shall have all other rights and remedies as are provided for in this Declaration). As a part of the landscaping of a Tract, each Owner shall install an underground sprinkler system providing irrigation to at least all front and side yard areas of the Tract. Retaining walls may be installed to achieve even grades for pools, driveways or house foundations or to prevent storm water drainage from flowing onto other Tracts as contemplated above. All retaining walls must be constructed of such materials and height, and in a manner and location, approved in writing by the Architectural Committee. Landscape quality rock or stone shall be permitted. No railroad ties shall be permitted. Each Owner of an affected Tract shall be responsible for the maintenance and repair of the portion of any retaining wall (but not screening walls which are the responsibility of the Association as provided herein) adjacent to, or located on, such Owner's Tract. When a retaining wall is deemed necessary, the Owner on whose Tract the retaining wall is located shall be responsible for constructing, paying for and maintaining such retaining wall in good working order.

7.08 Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Subdivision whether upon individual Tracts, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Subdivision, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, cable television and telephone) shall be buried underground unless otherwise required by a public utility.

7.09 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but excluding open porches, garages, patios and detached accessory buildings, shall be not less than three thousand five hundred (3,500) square feet. In addition, the residence and related appurtenances shall comply with the minimum floor area requirements of applicable ordinances of the City, if greater.

7.10 Building Materials. The exterior wall area of the front elevation (excluding windows, doors and gables) of each building constructed or placed on a Tract shall contain not less than ninety percent (90%) (or such higher percentage as may be required by the City) masonry (including brick, brick veneer, stone, stone veneer and stucco or other material that is approved by the Declarant or the Architectural Committee).

7.11 Sideline and Front Line Setback Restrictions. No dwelling shall be located on any Tract nearer to the front Tract line nor nearer to the side Tract line than the minimum setback lines shown on the Plat of the



Tracts or as may be required by the City. Notwithstanding the foregoing, no dwelling on Lot 4, Block C of Parker Ranch Estates Phase 1 shall be nearer than seventy-five feet (75') to the front Tract line.

7.12 Mailboxes. Mailboxes shall be constructed of brick matching the main residence with a cast stone cap as depicted and/or described on Exhibit C attached hereto (unless gangboxes are required by the U.S. Postal Service). Installation of the mailbox for a Tract shall be completed prior to occupancy of the residence on such Tract. Mailbox columns must be of such dimensions as specified on Exhibit C.

7.13 Window Treatments. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

7.14 Chimneys. All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the exterior of the main dwelling. Chimneys located at the front of the residence shall be constructed with the same primary exterior masonry material as the residence unless otherwise approved by Declarant or the Architectural Committee.

7.15 Fences and Walls.

(a) In all cases, the design, material and color of any fencing must have specific approval from the Architectural Committee prior to construction. All fences shall, in addition, comply with any specific requirements for fencing of any code, ordinance or regulation imposed by the City or other applicable governmental authority. Except as provided below in this Section 7.15, all fencing shall not exceed four feet (4') in height and shall be wrought iron style fencing as described below. No fencing of any type shall be permitted in the front yard areas extending between the front boundary line of the Tract abutting a street and the front building line of the residence on such Tract. The required location of certain fences within the Subdivision on certain of the Tracts is specified on Exhibit B attached hereto and incorporated herein by reference ("Specified Fencing Location Requirements").

(b) Fencing must be constructed strictly in accordance with the provisions of this Section 7.15(b).

(i) Wrought Iron Style Fencing. Wrought iron style fencing shall be composed of metal including iron, steel, aluminum or other material approved by the Architectural Committee. Wrought iron fencing shall not exceed four feet (4') in height and shall be in conformance with such requirements depicted and/or described on Exhibit C attached hereto. The color of such wrought iron fencing shall be black. Each residence shall have a gate four feet (4') in width extending from each side of the house to the side property line. Wrought iron fencing may include masonry columns that may be intermittently installed as fence posts. Masonry columns used as fence posts may not exceed six feet (6') in height.

(ii) Chainlink Fencing. Chainlink fencing may only be used for dog runs and tennis courts, must be colored with a black or green vinyl coat and must be placed at the rear of a Tract in a manner not to be offensive to neighbors and must be visually screened with climbing roses, hedges or other evergreen shrubbery planted along the outside of the fence so that the fence is totally and permanently screened throughout the year from public view and adjacent Tracts. Chainlink fences used for the dog runs shall have a maximum height of six feet (6'). Chainlink fences used for tennis courts shall have a maximum height of ten feet (10').

(iii) Wood Fencing. Solid wood, board-on-board privacy fences are permitted around swimming pool areas only, subject to the following: (A) the privacy fence must be built with the finished side facing the exterior of the Tract, (B) the privacy fence must not be built further than thirty feet (30') from the water's edge of the swimming pool, (C) the privacy fence must be screened from public view with evergreen shrubs or trees, and (D) the height of the privacy fence cannot exceed eight feet (8'). No picket fencing shall be permitted.

(c) Declarant and/or the Association shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or screening landscaping within (i) that portion of any Tract situated along the perimeter of the Subdivision as shown on the Plat, or (ii) any portion of the Subdivision not

comprising any portion of a Tract or dedicated street. Any fence, wall or sprinkler system located on a Tract shall be the property of the Owner of the Tract on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth herein. Notwithstanding the foregoing, Declarant shall be allowed to install in any Common Area any walls and other fencing Declarant deems appropriate that may not comply with the restrictions set forth herein, including, but not limited to, masonry walls. Only Declarant is allowed to install fencing within the Common Area, which fencing shall be of such type selected by Declarant in its discretion.

7.16 Windows and Skylights. Windows, jambs and mullions shall be composed of vinyl or wood unless otherwise approved, in writing, by the Architectural Committee.

7.17 Exterior Surfaces. All wood, hardboard or stucco surfaces on the exterior of a residence shall be painted or stained with a color compatible with the remainder of the residence and approved by the Architectural Committee.

7.18 No Duplication. No residence shall be duplicated within three (3) Tracts of the residence being duplicated with a substantially similar exterior, i.e., facade and brick color.

7.19 Roofs. All homes must have simulated wood shingle roofs, tile roofs, simulated tile roofs or composition shingles (of random tab style and with at least a 30-year (240 lb.) minimum rating), unless express approval to use other material is obtained from the Architectural Committee. Metal roofs approved by the Architectural Committee are permitted in limited use such as over bay windows, turrets and cupolas. The front elevation roof pitch of any structure shall be a minimum of eight feet (8') by twelve feet (12') (8:12), and the side or rear elevation roof pitch of any structure shall be a minimum of four feet (4') by twelve feet (12') (4:12), unless otherwise approved in writing by the Architectural Committee.

7.20 Gas Tanks. No butane or propane tanks shall be allowed on any Tract.

7.21 Swimming Pools. The water's edge of any swimming pool shall not be closer than thirty feet (30') to any Tract boundary line and must be located in either (a) a side yard between the front and rear building lines of the residence located on the Tract, or (b) in the rear yard of the residence located on the Tract. No above-ground pools are permitted within the Subdivision. All pool service equipment shall be either screened with shrubbery or fenced, as permitted in Section 7.15, and the pool and pool area shall be enclosed in a "child proof" fence that conforms to the requirements of Section 7.15 and any and all codes, ordinances and regulations of the City. In addition to the requirements of this Declaration, all swimming pools located in the Subdivision shall comply with the codes, ordinances and regulations of the City, including those relating to location, decking, equipment, screening and construction.

7.22 Tennis Courts. Plans and specifications for tennis court construction and any associated fencing must be submitted to the Architectural Committee prior to construction commencement. Tennis courts are allowed within building setbacks but must be at least five feet (5') from a Tract line and outside of any drainage or utility easement. Tennis courts are allowed within building setbacks, but must be placed at the rear of the Tract behind the residence at a distance greater than five feet (5') from any Tract line and outside of any drainage or utility easements. All tennis courts shall be approved by the Architectural Committee prior to construction and shall comply with the construction standards regarding court dimensions, materials and colors recommended by the United States Tennis Association.

7.23 Tree Plantings. In accordance with the City's ordinances, Owners or the builder of any residence on a Tract will be required to plant trees (of City approved species) on their Tract frontage along the street outside of the street right-of-way areas, at an average of fifty feet (50') on center. Non-uniform planting of trees is encouraged. The required tree plantings shall be noted on the landscape plan and shall be submitted to the Architectural Committee for approval with the construction plans.

7.24 Requirements Related to Construction. Temporary portable toilet facilities shall be supplied by the Owner or Owner's builder at the beginning of construction for each Tract and shall remain in place until the end of the construction cycle. Temporary portable toilet facilities must be placed on the Owner's Tract and not in the street or street right-of-way. Owner or Owner's builder shall establish adequate erosion control



(in accordance with the guidelines and requirements of federal and state governments and local municipalities) on the Tract prior to construction and shall ensure that it remains in place until permanent sod or grassing is established. Owner or Owner's builder shall ensure that at all times the Tract is kept "NEAT AND ORDERLY" and that all construction related debris and garbage is properly deposited and contained in a trash bin or dumpster that shall be emptied on a regular basis.

7.25 Driveway Culverts. Concrete driveway culverts are required for all driveway crossings in accordance with the specifications shown on the Plat of the Subdivision approved by the City. At least one (1) driveway culvert shall be installed with a crossing pad before commencement of construction, including a gravel construction entrance pad. Driveway culverts and the driveway entrances must meet any additional requirements as may be specified on Exhibit C attached hereto and incorporated herein by reference or as may be required by the Architectural Committee in its discretion.

7.26 Builder Approval. The Architectural Committee shall have broad discretion in the approval/disapproval of Commercial Homebuilders applying to build in the Subdivision, including, but not limited to, the following criteria: builder's demonstrable, successful experience building homes with construction costs exceeding \$95.00 per square foot (excluding lot cost) in neighborhoods where new homes were typically sold for in excess of \$400,000.00.

7.27 General Tract Maintenance. Each Owner shall be responsible for the appearance and condition of such Owner's Tract. Owner shall keep and maintain Owner's Tract in a neat, clean, orderly and sightly condition. In the event an Owner fails to (a) control weeds, grass and/or other unsightly growth, (b) remove trash, rubble or other debris, or (c) exercise reasonable care or conduct to prevent or remedy any unclean, untidy or unsightly condition, which failure continues for a period of five (5) days after written notice to Owner from the Association or Declarant, then Declarant or the Association shall have the authority and right to go onto said Owner's Tract for the purpose of mowing and cleaning said Tract and shall have the authority and right to assess and collect from the Owner of said Tract a reasonable charge for mowing or cleaning said Tract on each respective occasion of such mowing or cleaning. The assessments shall be payable upon demand from Declarant or the Association to such Owner. Such assessments, together with such interest thereon and cost of collection thereof, shall be a charge on such Owner's Tract and shall be enforced and secured pursuant to the provisions of Section 4.08 hereof. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Tract at the time when the assessment occurred. The provisions of this Section 7.27 shall not apply to Declarant or any Tract owned by Declarant until such time as the total number of votes entitled to be cast by the Class A Members equals the total number of votes entitled to be cast by the Class B Members.

## ARTICLE VIII

### ARCHITECTURAL COMMITTEE

8.01 Architectural Committee. There is herewith created an Architectural Committee (herein so called) composed of no more than three (3) members. The initial members of the Architectural Committee shall be Peter H. Shaddock, Lori Miller and Will Shaddock (the "Initial Members"). The Initial Members shall serve as members of the Architectural Committee until (a) the expiration of the Development Period or (b) the removal of any such Initial Members by Declarant. A majority of the Architectural Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Committee during the Development Period, Declarant shall appoint a successor or successors, but after the expiration of the Development Period, the remaining members of the then Architectural Committee shall have full authority to designate a successor replacement by majority vote. During the Development Period, Declarant reserves the right and power to designate and replace the members of the Architectural Committee at any time and from time to time. After the expiration of the Development Period, the Board of Directors shall appoint and select the members of the Architectural Committee and from time to time, may replace, remove or change the members of the Architectural Committee or withdraw from or restore to the Architectural Committee any powers and duties. No Member of the Architectural Committee shall be entitled to any compensation for services performed hereunder. Any term or provision of this Article VIII to the contrary notwithstanding, during the Development Period, no approval from the Architectural Committee shall be required

for any improvements constructed, directed, altered, added on to or repaired by Declarant.

#### 8.02 Approval of Plans.

(a) Subject to the provisions of Section 8.02(b) hereof, no building may be erected, placed or altered on any Tract until the construction plans and specifications and the plat showing the location of the structure have been approved by the Architectural Committee including, without limitation, as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Committee's approval or disapproval required in this Declaration must be in writing. Improvements shall be constructed or installed on a Tract only in conformance with plans approved by the Architectural Committee. If construction has not commenced within six (6) months from the date the Architectural Committee approved of such plans, then the approval given by the Architectural Committee shall be deemed revoked by the Architectural Committee unless the Architectural Committee extends in writing the time for commencement of such work. A final inspection upon completion of construction may be required ensuring compliance with plans and specifications as submitted to the Architectural Committee. In the event the Architectural Committee or its designated representative fails to approve or disapprove the plans and specifications in writing within twenty-one (21) days after working drawings and written detailed specifications have been submitted to the Architectural Committee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be deemed to have been given and there is deemed to have been compliance with these restrictions. It is the general purpose of the Architectural Committee to provide for the maintenance of high standards of architecture and construction in such a manner as to enhance aesthetic purposes of the improvements to the Subdivision. The Architectural Committee is guided by and controlled by this Declaration except when in their sole discretion good planning would dictate to the contrary. Alternatively, the Architectural Committee, in its sole discretion, may elect in writing to waive the requirements for any Commercial Homebuilder to submit, and the Architectural Committee to approve, the individual plans and specifications of any Commercial Homebuilder for Homes to be constructed within the Subdivision (each, a "House Plan Submission Waiver") provided that each Commercial Homebuilder for which a House Plan Submission Waiver has been granted shall under no circumstances act to waive any other provisions of this Declaration as to such Commercial Homebuilder or any legal requirements applicable to such Commercial Homebuilder. All requests for a House Plan Submission Waiver must be made in writing to the Architectural Committee. Under no circumstances will a House Plan Submission Waiver be effective unless it is made in writing by the Architectural Committee. Notwithstanding the foregoing, the Architectural Committee, in its discretion, may revoke any previously granted House Plan Submission Waiver for any or no reason.

(b) Any term or provision hereof to the contrary notwithstanding, a Commercial Homebuilder (hereinafter defined) may submit to the Architectural Committee construction plans and specifications for a particular type and style of home contemplated to be used for purposes of constructing Homes within the Subdivision (the "Commercial Homebuilder Plans"). The Commercial Homebuilder Plans shall be submitted by the Commercial Homebuilder to the Architectural Committee in accordance with the terms and provisions of Section 8.02(a) hereof. Upon the approval or deemed approval of the Commercial Homebuilder Plans in accordance with Section 8.02(a) hereof, the Commercial Homebuilder may construct one or more Homes in the Subdivision on any Tracts in accordance with the approved or deemed approved Commercial Homebuilder Plans without being required to submit the Commercial Homebuilder Plans to the Architectural Committee for subsequent approval thereof, unless the Commercial Homebuilder desires to construct a Home with material changes to the approved or deemed approved Commercial Homebuilder Plans. Any term or provision hereof to the contrary notwithstanding, the Architectural Committee must always receive from the Commercial Homebuilder for approval by the Architectural Committee a site plan for each Home to be constructed by the Commercial Homebuilder, including, the location of such proposed Home on a Tract. For purposes hereof, the term "Commercial Homebuilder" shall mean a person or entity the primary business of which is the construction of single-family residences for sale to unrelated third parties.

8.03 Documents. Incident to obtaining approval by the Architectural Committee for any building to be erected, placed or altered on any Tract, including but not limited to any Home, Living Unit or residence, Owner shall provide the Architectural Committee with one (1) set of each of the following documents for the Architectural Committee's review and consideration:

(a) Site Plan. Site plan (11" x 17") with footprint of residence on Tract showing dimensions, building setback lines, drainage and utility easements, lot swales, drainage channel monuments, proposed crossing culvert locations and RCP sizes, utility service locations, outbuildings, fencing, swimming pools, tennis courts and other proposed improvements and flatwork.

(b) Construction Drawings. Construction drawings (11" x 17")-floor plans, elevation plans,.

(c) Materials and Color Specifications. Materials for exterior materials including, primary facade materials, roofing, windows, doors, garage doors, cornices, trim, chimneys, cast stone, etc. Specifications for driveway, light post and mailbox specifications, swimming pools, fountains, etc.

(d) Landscape Plan. Landscape plan shall be drawn for each Tract and which plan shall show the following items at a minimum: (i) fencing and hardscape locations, materials specifications and color, (ii) general landscape design, including planting areas and beds, berms, ponds, etc., and (iii) lighting plan, if applicable. Such landscaping plans shall be submitted to the Architectural Committee at the request of the Architectural Committee.

8.04 Non-Liability of Architectural Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board of Directors nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board of Directors' respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view of such Owner's Tract or Tracts. The Architectural Committee does not warrant that any improvements conform to the submitted plans and specifications therefor or that the improvements are safe or habitable. No Owner may rely on Architectural Committee inspections with respect to the quality or condition of any improvements constructed within the Subdivision. Approval of plans by the Architectural Committee does not constitute any warranty or representation of any kind or character that such plans comply with governmental requirements or good and prudent design, engineering or construction practices. It is the sole and exclusive responsibility of the Owner and its builder to determine and see that such Owner's plans and specifications comply with all such governmental and other requirements and practices.

#### ARTICLE IX EASEMENTS

9.01 Easements. Easements for installation and maintenance of utilities, drainage and drainage facilities, landscaping and other purposes are reserved as shown on the recorded plat of any part of the Subdivision. No structure may be erected within such easements and no fence shall be constructed across any such utility easement without the permission of the affected utility providers and/or the Association, as applicable; provided that when an Owner owns adjoining Tracts, improvements may be constructed on the reserved utility easements on the abutting property lines, with the approval of the Architectural Committee and no replat consolidating the adjoining Tracts should be required. Full rights of ingress and egress shall be had by the Association over and upon each Tract for the maintenance of the Common Area in accordance with the provisions hereof and for the carrying out by the Association of its functions, duties and obligation hereunder; provided, that any such entry by the Association upon any Tract shall be made with as little inconvenience to the Owner as practical and any damage caused by the Association's entry, other than damage caused by the Owner, shall be repaired by the Association at the expense of the Association. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Area, including, but not limited to, private drives, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Common Area and private drives to render any service.

9.02 Additional Easements. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the Tract lines to the residences. Declarant

reserves easements for the purpose of erecting and maintaining permanent fencing along adjacent roadways, landscaping along the same and entry features (landscaping, features and the like) about the entrances to the Subdivision. Declarant and the Association reserve the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. The Association shall be responsible for mowing weeds and grass and to keep and maintain the Common Areas in a neat and clean condition. By acceptance of a deed to any Tract, the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of a Tract, including those easements constituting Common Areas.

9.03 Landscape and Drainage Easements. Without limiting the foregoing provisions of this Article IX, Declarant, for the benefit of Declarant and the Association and their successors and assigns, hereby reserves the landscape and drainage easements as shown on Exhibit B attached hereto and incorporated herein by reference and all easements which may be shown on the Plat, which shall be used for the benefit of the Subdivision. This includes, without limitation, landscaping and irrigation along Allen Heights Drive, landscaping and irrigation along Chaparral Drive, landscaping and irrigation at the entry features at the intersections of Allen Heights Drive and Chaparral Drive, landscaping and irrigation at the entry features at the intersection of Allen Heights Drive and Salisbury Drive, landscaping and irrigation at the detention pond area at the intersection of Allen Heights Drive and Salisbury Drive, an easement for the maintenance thereof, and such other uses and purposes which the Association determines in its sole discretion will benefit the Subdivision. The reserved easements specified herein and on Exhibit B shall include any access and construction easements on any adjacent Tract or Tracts that may be necessary for the use of the easements specified on Exhibit B or the work or maintenance to be performed related thereto.

#### ARTICLE X GENERAL PROVISIONS

10.01 Violation of Restrictions and Covenants. If any person or persons violate or attempt to violate any of the restrictions or covenants herein or the other provisions of this Declaration, it is lawful for any other person or persons owning any real property situated in the Subdivision or the Association to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant and either prevent him or them from doing so, or to correct such violation, or to recover damages or other dues for such violation. Failure to enforce any covenant or restriction herein contained in no event is deemed a waiver of the right to do so thereafter against any person who has violated a covenant or expressed an intent to violate a covenant or is in the process of violating a covenant. Invalidation of any one or any part of these restrictions by judgment or Court order in no way affects any of the other provisions or part of provisions which remain in full force and effect.

10.02 Right to Enforce. Enforcement of the covenants and restrictions herein is by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or to recover damages.

10.03 Termination. The covenants, conditions, restrictions and other provisions of this Declaration shall run with the land and are binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded in the Official Public Records of Collin County, Texas, after which time said covenants, conditions, restrictions and other provisions of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of the Tracts and recorded in the Official Public Records of Collin County, Texas, which instrument terminates this Declaration; provided, however, that no such agreement to terminate this Declaration shall be effective unless made and recorded at least one (1) year in advance of the effective date of such termination; and provided further, however, that so long as Declarant owns a Tract within the Subdivision, including any land added to the scheme of the restrictions created by this Declaration in accordance with Article XII hereof, no such termination shall be effective without the prior written approval of Declarant.

10.04 Amendment. During the Development Period, this Declaration may be unilaterally modified or amended by Declarant in Declarant's sole and absolute discretion and without a vote or the consent or joinder of any Owner or any other person or entity. After the expiration of the Development Period, this Declaration or any provision hereof or any covenant, condition or restriction contained herein may be modified or amended with the written consent of the Owners of at least sixty-seven percent (67%) of the Tracts; provided, however, that so long as the Declarant and/or the owner who adds any land to the scheme of restrictions imposed hereby in accordance with Article XII hereof owns a Tract within the

Subdivision, no such amendment or modification shall be effective without the prior written approval of Declarant. No such modification or amendment is effective until a proper instrument in writing has been executed and acknowledged and filed for record in the Official Public Records of Collin County, Texas.

10.05 Severability. Invalidation of any one or more of the covenants, restrictions, conditions or charges contained herein by judgment or Court order will not affect the validity of any other covenant, restriction, condition or charge set forth herein, which remain in full force and effect for all purposes.

10.06 Waiver. Notwithstanding any of the above provisions, the Architectural Committee is hereby given the authority to waive in writing, any restriction or covenant herein contained, when in the reasonable opinion of the Architectural Committee, the proposed waiver will add to the appearance and value of the subject property and to the Subdivision as a whole and will not detract from the appearance or value of other properties in the Subdivision.

10.07 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way effect the meaning or interpretation of this Declaration.

10.08 Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

10.09 Disputes. Disputes or disagreements between Owner with respect to the interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors of the Association whose reasonable determination shall be final and binding upon Owner.

10.10 Assignment of Declarant's Rights. Declarant may assign, in whole or in part, its rights as Declarant by executing and recording in the Official Public Records of Collin County, Texas, a document assigning such rights. There may be more than one (1) Declarant if Declarant makes a partial assignment of Declarant status. Upon Declarant's assignment of any or all of its rights as Declarant under this Declaration, the assigning Declarant shall automatically, without further acknowledgment or consent of any other party, be fully released and discharged from any obligations accruing under this Declaration after the date of such assignment.

10.11 Reservation of Rights. Declarant hereby reserves for Declarant each and every right, reservation, privilege and exception available or permissible under applicable law for declarants and developers of residential subdivisions, if and to the full extent that such right, privilege or exception is beneficial to or protective of Declarant. If the benefit or protection of applicable law is predicated on an express provision being contained within this Declaration or any governing document of the Association, such provision is hereby incorporated by reference unless Declarant executes an instrument to disavow such benefit or protection.

10.12 Construction. The terms and provisions of this Declaration and each governing document of the Association are to be liberally construed to give effect to the purposes and intent thereof. All doubts regarding a provision in any governing document of the Association, this Declaration or applicable law, including restrictions on the use or alienability of property, will be resolved in the following order of preferences, regardless of which party seeks enforcement: first, to give effect to Declarant's intent to protect Declarant's interest in the Property; second, to give effect to Declarant's intent to direct the expansion, build-out and sell-out of the Property; third, to give effect to Declarant's intent to control governance of the Association for the maximum permitted period; then, in favor of the operation of the Association and its enforcement of the governing documents thereof for the benefit of Owners collectively; and finally, to protect the rights of individual Owners.

10.13 Exhibits and Addendum. All Exhibits and the Addendum, and all rules, guidelines and policies contained therein, attached hereto are hereby incorporated into, and made a part of, this Declaration for all purposes.

## ARTICLE XI

## SPECIAL PROVISIONS REGARDING THE RIGHTS OF THE CITY

11.01 Obligation of the Association. The Association has and shall have the sole responsibility to maintain the Common Area as provided herein in a condition not less than the minimum standards required by the City. The Association's costs of maintaining the Common Area will be collected from the Owners through assessments as provided in Article IV hereof.

11.02 Rights of the City. The Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Area. However, in the event that:

(a) The Association dissolves and the Common Area shall not be either (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority or utility to be devoted to the purposes as nearly as practicable to the same as those to which such Common Area was required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Area; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Area which the Association is obligated to maintain hereunder;

then, in either such event, the City shall have the right, but not the obligation, thereafter to assume the duty of performing the Association's maintenance obligations of all such Common Area at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of sixty (60) days after receipt by the Association, or the Association's successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City may collect, when the same becomes due, the assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Area; and, if necessary, the City may enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, the City may levy an assessment upon each Tract on a pro rata basis for the cost of such maintenance to be provided by the Association as set forth in this Declaration, which assessment shall constitute an assessment lien upon the Tract against which each assessment is made. During any period that the City assumes the obligation to maintain and care for the Common Area, the Association shall have no obligation or authority with respect to such maintenance and care. The right and authority of the City to maintain the Common Area shall cease and terminate when the Association, its successors or assigns, shall present to the City reasonable evidence of the Association's willingness and ability to resume maintenance of the Common Area.

11.03 Release and Hold Harmless. Under no circumstances shall the City be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions relating in any manner to maintaining, improving and preserving the Common Area.

11.04 Easement. In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City, its agents, representatives and employees, shall have the right of access, ingress and egress to and over the Common Area for the purposes of maintaining, improving and preserving the same.

11.05 Amendment. Notwithstanding anything herein to the contrary, the provisions of this Article XI shall not be amended or deleted from this Declaration without the written consent of the City. Other provisions of this Declaration may be amended or deleted without the necessity of the consent of the City.

## ARTICLE XII ADDITIONAL PROPERTY

Declarant or the then current owner of any such additional property shall have the right to bring within the Property and this Declaration, any additional property now or hereafter owned by either of them which is adjacent to or in reasonable proximity with the Property or any property subject to a Supplemental Declaration upon the written approval of the Declarant in Declarant's sole discretion. Any additions of property authorized under this Article XII shall be made by filing of record in the Official Public Records of Collin County, Texas, a Supplemental Declaration of Covenants, Conditions and Restrictions (each, a "Supplemental Declaration") executed by the Declarant and, if applicable, the then current owner of such additional property, with respect to the additional property, which shall extend this Declaration (except as modified or amended in such Supplemental Declaration) to such additional property. Each such Supplemental



Declaration shall impose an annual maintenance charge and other assessments on the property covered thereby, and may contain such additions to or modifications of this Declaration (applying to the specific property covered thereby only) as may be designated in such Supplemental Declaration. The services provided by the Association which relate to the Property and to all or portions of such additional lands may vary in value or in kind. Each Supplemental Declaration may provide for maintenance charges and other assessments on such additional lands which differ in amount, basis or method of computation from those provided for in this Declaration. Each Supplemental Declaration may contain such terms and provisions as are acceptable to Declarant and the owner of such additional property which is the subject of such Supplemental Declaration in their sole discretion. In the event of a conflict between the terms and provisions of this Declaration and the terms and provisions of a Supplemental Declaration, the terms and provisions of such Supplemental Declaration shall control with regard to the property added to this Declaration pursuant to such Supplemental Declaration.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed effective as of, although not necessarily on, January 22, 2016.

DECLARANT:

MASTER DEVELOPERS-TCB, LLC,  
a Texas limited liability company

By:

Name:

Title:

Peter H. Sheddock  
Peter H. Sheddock  
Manager

THE STATE OF TEXAS

§

§

COUNTY OF

Collin

§

BEFORE ME, the undersigned authority, on this day personally appeared Peter H. Sheddock, Manager of MASTER DEVELOPERS-TCB, LLC, a Texas limited liability company, 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 consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of January, 2016.

[SEAL]



Shauna Stein

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:

9/18/18

Shauna Stein

Printed Name of Notary



EXHIBIT A

DESCRIPTION OF THE PROPERTY

[See attached]

EXHIBIT B

EASEMENT DEPICTIONS PER SECTION 9.03; SPECIFIED FENCING LOCATION  
REQUIREMENTS

EXHIBIT C

TYPICAL PARKER RANCH ESTATES EXTERIOR ELEMENTS; TYPICAL DRIVE  
APPROACH AND CULVERT

[To be attached]

ADDENDUM

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PARKER RANCH ESTATES  
AN ADDITION TO THE CITY OF PARKER,  
COLLIN COUNTY, TEXAS

RULES, GUIDELINES AND POLICIES PERTAINING TO CERTAIN ITEMS

[See attached]

### GUIDELINES FOR SOLAR ENERGY PANELS

For purposes of this guideline, the term "Solar Energy Panel" means a panel device or system designed primarily to collect solar energy, and collect and subsequently use solar energy as thermal, mechanical or electrical energy. Solar energy panels may not be installed without prior written approval of the Architectural Committee and the Association.

The installation of Solar Energy Panels will not be allowed if:

- (i) in violation of any law;
- (ii) on property owned or maintained by the Association;
- (iii) in the Common Area;
- (iv) located anywhere but on the Owner's roof or in his/her fenced yard or patio;
- (v) the device extends beyond the roofline or does not conform to certain allowed guidelines;
- (vi) it is taller than the fence line;
- (vii) it is installed in a manner that voids material warranties;
- (viii) it is installed without prior approval by the Association and its designated Architectural Committee;
- (ix) the device would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities." However, this finding will be reconsidered by the Association and its designated Architectural Committee if the Owner obtains written approval of the installation from all neighboring Owners.

The intent of this restriction is to allow the installation of Solar Energy Panels but to maintain, to the greatest extent possible, the aesthetics of the community and the harmony established by the plan of development of the Association.

#### **ADDITIONAL RESTRICTIONS WHICH ARE ALLOWED BY STATUTE AND CAN BE INCLUDED IN GUIDELINES FOR SOLAR ENERGY PANELS:**

- In all circumstances where roof installation is contemplated, Solar Energy Panels shall conform to the slope of the roof and the top edge of the Solar Energy Panel shall be parallel to the roof ridge.
- Solar Energy Panel frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, which blends most effectively with the roof.
- Color or finish of the panel must blend to the greatest extent possible with existing roof color.
- Panels, mounting devices, etc. must be repaired or replaced within 120 days of date of damage.
- Ground mounted system(s) shall be as small as possible, located in rear or side yards and screened from neighboring properties by fencing or landscaping.
- No Solar Energy Panels may be placed on the front elevation of the home.

**OPTIONAL SOLAR ENERGY PANEL SUBMISSION REQUIREMENTS FOR CONSIDERATION:**

- A copy of the existing site plan showing the house and any accessory structures, significant vegetation, property lines and the proposed location of the Solar Energy Panels.
- A drawing or photographs showing the proposed location of the Solar Energy Panels and description of any visible auxiliary equipment.
- Catalog photographs or manufacturer's "cut sheets" of all components including dimensions, colors, materials, etc.
- Plans of proposed landscaping or screening for ground mounted Solar Energy Panels.
- All plans must be sent prior to installation to the Architectural Committee and the Association for approval.

## GUIDELINES FOR THE INSTALLATION AND DISPLAY OF FLAGS AND FLAGPOLES

1. The only flags which may be displayed on free standing flag poles are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
2. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole. The materials used for the flagpole shall have a silver finish with a silver or gold ball at the top or similar decorative ornament. The diameter of the flagpole may not exceed 5 inches.
5. The display of a flag, and the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced or removed.
7. Only one free standing flagpole will be allowed per Lot. A flagpole attached to the dwelling may not exceed six feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line. Temporary American flags may be flown on a national holiday.
8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3' x 5' and no larger than 4' x 6'.
9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3' x 5'.
10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" flag snaps installed. Neighbor complaints of noisy halyards are a basis to have a flag removed until the Owner resolves the noise complaint.
11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by the Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until the Owner resolves the

complaint.

12. Flagpoles shall not be installed in any Common Area or property maintained by the Association, unless approved by the Association and at the direction of the Association.
13. All free standing flagpole installations must receive prior written approval from the Architectural Committee and the Association.

These Guidelines are promulgated pursuant to and in accordance with applicable Texas law, such as Section 202.011 of the Texas Property Code.



## **GUIDELINES FOR RAIN BARRELS/COLLECTION DEVICES**

The Association, in accordance with State law, will permit Owners to install rain barrels/collection devices if they meet architectural requirements as outlined by the Association. However, the following also applies:

The Association prohibits Owners from installing rain barrels/collection devices on any Common Area or property owned by the Association.

The Association will prohibit Owners from installing rain barrels/collection devices on an Owner's property between the front building line and the street.

### **General Considerations**

Rain barrels/collection devices should be generally designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors.

The location should take advantage of screening provided by existing or proposed structures and/or vegetation.

The installation of rain barrels/collection devices in attached housing shall be in accordance with the approved project standards established by the Association for location, color, screening, etc.

### **Specific Guidelines**

1. The preferred location is in the rear or side yard; rain barrels/collection devices will be prohibited in front yards. Those installed in the side yard must be behind a fence.
2. The rain barrel/collection device must be installed at the base of an existing downspout. Only one rain barrel/collection device may be installed per downspout.
3. The overflow from the rain barrel/collection device shall discharge to the same location as the current downspout.
4. The size of a rain barrel/collection device bin is generally limited to 36" in height and 24" in diameter.
5. The container must be designed for the purpose of collecting rainwater; a converted trashcan is not an acceptable alternative.
6. The bin must be sturdily constructed of durable plastic in black, brown, green, simulated wood with a screened cover and a splash block provided for the overflow.
7. Other colors which are consistent with the trim, siding or overall color scheme of the home will be reviewed on a case by case basis.
8. The rain barrel/collection device should be set into a landscaped area, so that its appearance will be softened by plan material. Additional landscaping or screening may be required to diminish the visual impact on other properties from the street.
9. The rain barrel/collection device should be an enclosed device to avoid becoming a breeding ground for mosquitoes and maintained so that it does not create a visual nuisance.

### **Submission Requirements**

Owners are required to submit for consideration:

A copy of the existing site plan showing the location of the house, any accessory structures, significant vegetation, property lines, and the proposed location of the rain barrel/collection device.

A catalog photograph or manufacturer's "cut sheet" of the rain barrel/collection device, including dimensions,

material and color.

A planting plan indicating the type and location of vegetation or other screening, existing or proposed.

## RETENTION RECORDS AND PRODUCTION POLICY

The Association, in accordance with State law, will retain and produce records as detailed below.

### Retention of Records

The Association will maintain records in the following categories for the duration stated for each category:

<u>Category</u>	<u>Retention Period</u>
Account Records of Current Owners	Five (5) Years
Contracts for Terms of at Least One (1) Year	Four (4) Years after expiration of Contract
Minutes of Owner Meetings/Board Meetings	Seven (7) Years
Tax Returns and Audits	Seven (7) Years
Financial Books and Records	Seven (7) Years
Governing Documents	Permanently

### Production of Records

- Owners may have access to Association records, upon submission of a written request to the Association or its representative by certified mail to the mailing address of the Association or authorized representative as listed in the current management certificate.
- The written request must identify the records requested and indicate whether the Owner wants to inspect the records or have the Association forward copies.
- The Association will respond to the written request within ten (10) business days from receipt of the request to, as appropriate:
  - (i) provide written notice of dates on which records may be inspected,
  - (ii) provide the requested copies, or
  - (iii) provide the Owner written notice that it is unable to produce the records within the ten (10) day period and provide a date, within fifteen (15) business days from the date of the Association's response, by which the records will be sent or made available to the Owner for inspection.

- Owners are responsible for costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records.
- Payment must be made in advance.

#### Cost Schedule

Standard Paper Copy (either 8.5" x 11" or 8.5" x 14") – ten cents (\$.10) per page

Oversized Paper Copy (up to 11" x 17") fifty cents (\$.50) per page

Rewritable CD or Non-rewritable CD – one dollar each (\$1.00)

Programmer – twenty-eight dollars and fifty cents (\$28.50) per hour

Labor – fifteen dollars (\$15.00) per hour

Overhead – 20% of the labor and/or programmer charge

Labor charge will be applied whenever it is necessary to locate, compile, manipulate data and reproduce the requested information if the request exceeds fifty (50) pages. The labor charge will apply regardless of the number of pages if the documents requested are in a remote storage facility.

A programmer charge will be applied if a particular request requires the service of a programmer to execute an existing program so that the requested information may be accessed and copied.

#### Records that Will Not be Produced

The Association will keep certain records confidential and decline to make them available. These specifically include:

- (i) violation histories of Owners
- (ii) personal financial information of Owners
- (iii) contact information of Owners other than address
- (iv) Association personnel files

### Payment Plan Policy

Purpose: The purpose of this policy is to provide a uniform and consistent way to manage Owner requests for payment plans to address their delinquent assessments and fees due to the Association.

It is the intention of the Association to work reasonably with Owners to satisfy their obligations to the Association.

Therefore, in an effort to assist Owners in the payment of their obligations to the Association, the Association has established the following policy.

#### Payment Plans:

- (1) The Association will allow payment plans for repayment of delinquent amounts with a minimum of three (3) months' duration.
- (2) Terms of repayment of delinquent amounts shall not exceed twelve (12) months.
- (3) Assessments that become due and are added to the Owner's account during the term of the payment plan must be paid in a timely manner in addition to repayment of delinquent amounts or must be addressed in the payment plan.
- (4) The Association will charge a fee to negotiate, establish and initiate a payment plan for the Owner's delinquent balance and charge a monthly fee to administer the plan for the duration of the payment plan.
- (5) The plan must include the total debt owed to the Association, include late fees, interest, fines and other collection costs.
- (6) There shall be no waiver of any charges on the Owner's account unless the Owner submits a request for consideration of a full or partial waiver in accordance with Association's recorded waiver policy.
- (7) To be eligible for a payment plan, the Owner must not have defaulted on a prior payment plan within the two (2) year period preceding the default.
- (8) Interest on the unpaid balance on the Owner's account will be suspended during the payment plan.
- (9) The plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.
- (10) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.
- (11) Payment plans approved after notice has been given to an Owner that the property is in foreclosure must include a minimum amount established by the Association in the individual payment plan request and the initial payment must be received on or before the deadline established by the Association's attorney.

#### Settlements:

The Association will consider offers to settle an account once the Owner is at the foreclosure stage. Settlements must be paid in certified funds and are subject to the deadlines established by the Association's attorney.

#### Default:

The Association shall herein establish criteria for determining what constitutes "default" on payment plans.

"Default" may include one or more of the following:

- (1) Failure of an Owner to make a payment by the proposed date in accordance with the approved payment plan.
- (2) Failure of an Owner to make the full amount of a payment as stated in the approved payment plan.
- (3) Failure of an Owner to make a timely payment of any additional assessments that come due during the term of the payment plan.

Should the Owner default on a payment plan:

- (1) The Association, at its sole discretion, reserves the right to add suspended interest from the date the plan was approved.
- (2) The Association, at its sole discretion, at its sole discretion, can declare the outstanding balance due and payable immediately in certified funds.
- (3) The Association reserves the right to proceed with appropriate collection measures in accordance with the Association's collection policy in order to secure payment of amounts due to the Association.

Priority of Payments:

Except as otherwise provided for and authorized by law, the Association will apply partial payments from Owners in accordance with the state statute, in other words, in the following order:

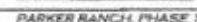
- (1) Delinquent assessments
- (2) Current assessments
- (3) Attorney fees and collection costs associated solely with delinquent assessments, and any other charge that could provide the basis for foreclosure
- (4) Other attorney fees not associated with the collection of assessments
- (5) Fines
- (6) Other amounts owed to the Association which are unsecured

4. **Answer 1:** In the third drawing, after giving the "reasoning" for the  $\text{ABC}$  algorithm, I wrote the following: "So, right now, they just want to be paid for the first two segments."

[illegible]

Case #	Age	Sex	Time of onset	Time of death	Time of autopsy
1	45	M	1978-10-10	1978-10-10	1978-10-10
2	45	M	1978-10-10	1978-10-10	1978-10-10
3	45	M	1978-10-10	1978-10-10	1978-10-10
4	45	M	1978-10-10	1978-10-10	1978-10-10
5	45	M	1978-10-10	1978-10-10	1978-10-10
6	45	M	1978-10-10	1978-10-10	1978-10-10
7	45	M	1978-10-10	1978-10-10	1978-10-10
8	45	M	1978-10-10	1978-10-10	1978-10-10
9	45	M	1978-10-10	1978-10-10	1978-10-10
10	45	M	1978-10-10	1978-10-10	1978-10-10
11	45	M	1978-10-10	1978-10-10	1978-10-10
12	45	M	1978-10-10	1978-10-10	1978-10-10
13	45	M	1978-10-10	1978-10-10	1978-10-10
14	45	M	1978-10-10	1978-10-10	1978-10-10
15	45	M	1978-10-10	1978-10-10	1978-10-10
16	45	M	1978-10-10	1978-10-10	1978-10-10
17	45	M	1978-10-10	1978-10-10	1978-10-10
18	45	M	1978-10-10	1978-10-10	1978-10-10
19	45	M	1978-10-10	1978-10-10	1978-10-10
20	45	M	1978-10-10	1978-10-10	1978-10-10
21	45	M	1978-10-10	1978-10-10	1978-10-10
22	45	M	1978-10-10	1978-10-10	1978-10-10
23	45	M	19		

4. **CRACKING**—the breaking of a plastic polymer into smaller molecules, such as ethylene, upon heating. Some plastics are designed to crack (burn) when heated, while others are not. The latter are called "thermo-stable."



MATCHLINE SHEET 2

[illegible]

FINAL PLAT  
OR  
PARKER RANCH ESTATES, PHASE 1  
67 RESIDENTIAL LOTS/12+780 ACRES

CUT OF THE  
JAWED BRADLEY SURVEY, ABSTRACT NO. 113 AND THE  
JAWED BRADLEY SURVEY, ABSTRACT NO. 114.

CITY OF PARRIS, COLUMBIA COUNTY, TEXAS

MASTER DEVELOPMENTS LLC,  
2000 NORTH DALLAS PARKWAY, SUITE 500  
PLANO, TEXAS 75075

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EASTMAN/23, JORDAN  
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Energy level (eV) (binding)	
orbital	energy
1s	1013.65
2s	233.44
2p	15.01
3s	15.85
3p	15.85
3d	15.85
4s	15.85
4p	15.85
4d	15.85
4f	15.85
5s	15.85
5p	15.85
5d	15.85
5f	15.85
6s	15.85
6p	15.85
6d	15.85
6f	15.85
7s	15.85
7p	15.85
7d	15.85
7f	15.85
8s	15.85
8p	15.85
8d	15.85
8f	15.85
9s	15.85
9p	15.85
9d	15.85
9f	15.85
10s	15.85
10p	15.85
10d	15.85
10f	15.85
11s	15.85
11p	15.85
11d	15.85
11f	15.85
12s	15.85
12p	15.85
12d	15.85
12f	15.85
13s	15.85
13p	15.85
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14s	15.85
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39s	15.85
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39f	15.85
40s	15.85

Fitted model: $\ln(\text{NAD})$				
cat #	fit	param	mean (SD)	no. obs
1	exp(1)	exp(1)	0.000 (0.000)	10
2	exp(1)	exp(1)	0.000 (0.000)	10
3	exp(1)	exp(1)	0.000 (0.000)	10
4	exp(1)	exp(1)	0.000 (0.000)	10
5	exp(1)	exp(1)	0.000 (0.000)	10

4. **Answer:** **Learning**  
 The first step in learning is to identify the problem. This is often done by asking the learner to describe the problem in their own words. The next step is to gather information about the problem. This can be done by reading, listening, or observing. The third step is to analyze the information. This involves identifying the key elements of the problem and determining how they are related. The fourth step is to develop a plan of action. This involves deciding on the best way to solve the problem. The fifth step is to implement the plan. This involves putting the plan into action. The sixth step is to evaluate the results. This involves determining whether the problem has been solved and whether the solution is satisfactory.



PARKER RANCH PHASE



PARKER RANCH ESTATES, PHASE 1

67 HEBERNIAL LOT/1.21760 ACRES  
OUT OF THE  
WATER DRAGAGE ISLAND, NORTHEAST AND THE

JOHN SANCHEZ-SILVEY, ABSTRACT NO. 64  
 24742C

Dr. COLLIN CROFT, 1930

MASTER DEVELOPMENT LLC  
2400 NORTH CALLOS PALMWAY, SUITE 101  
PALM BEACH, FL 33411

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Westwood

 Springer

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University of Arizona



*John White*

[illegible]

Journal of Interpersonal Violence 26(1)

[illegible]

THE UNIVERSITY OF CHICAGO PRESS

<sup>a</sup> The authors are indebted to Dr. J. H. Duerksen for his critical reading of the manuscript.

\_\_\_\_\_

**FBI**

1000

[illegible]

Answer: Yes

[illegible]

John H. Smith  
1000 1st St. N.E.  
Washington, D.C. 20002

[illegible]

Signature of \_\_\_\_\_



FRONT PLAT  
OF  
PARKER RANCH ESTATES, PHASE 1

CITY OF PASADENA, COLLIN COUNTY TEXAS  
IN THE  
COUNTY OF COLLIN, TEXAS  
JOHN BREWER BARNETT, ABSTRACT NO. 640  
AND  
JAMES BRADLEY BARNETT, ABSTRACT NO. 09 AND THE  
CITY OF PASADENA, COLLIN COUNTY TEXAS

**MASTERS DEVELOPERS LTD.**  
3001 NORTH DALLAS PARKWAY, SUITE 5  
PLANO, TEXAS 75081  
(972) 961-0525  
DENTON, TEXAS

**MEDIAWOOD**

Journal of Health Politics, Policy and Law

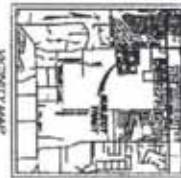
1. Assuming a 24-hour business day, specify: (a) the effective date of the EIR, (b) the subject and date of notice to be given to the public pursuant to EIRCA, and (c) the date of the public hearing.

2. Submit a number of the address for notice and hearing. If 20% or more are from out of the subject, it may not constitute a sufficient hearing process.

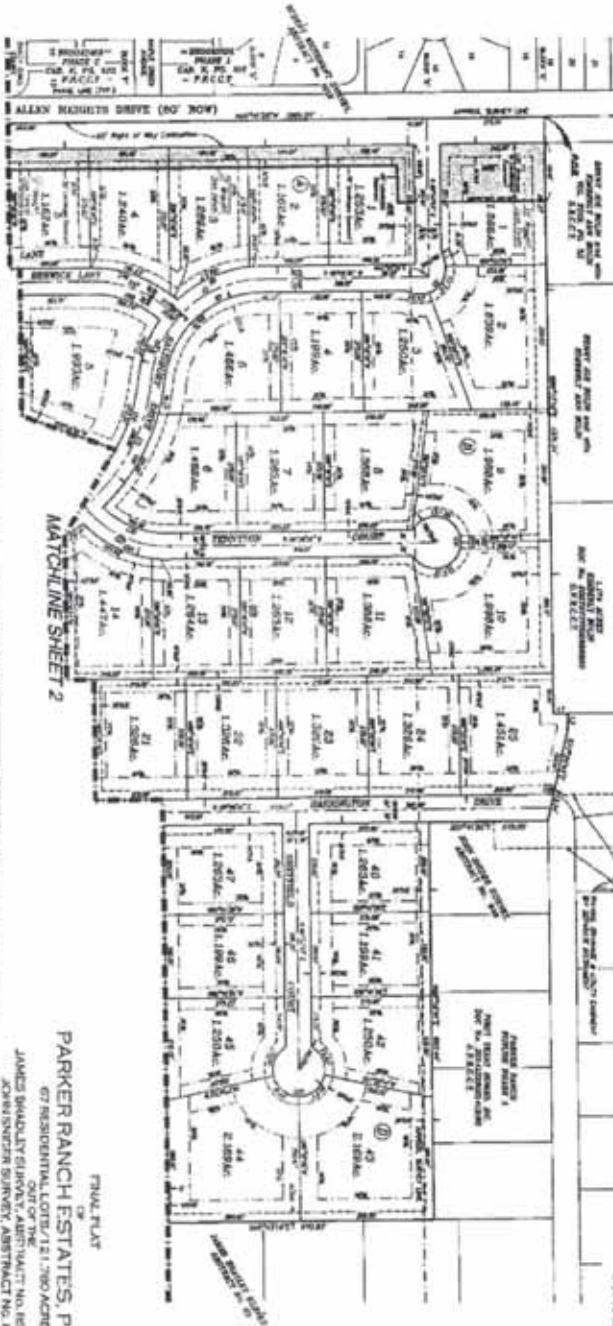
3. If the project has been filed:

[illegible]

Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

[illegible]

PARKER RANCH, PHASE I



FINAL PLAT  
13  
PARKER RANCH ESTATES, PHASE 1

67 RESIDENTIAL LOTS/121,760 ACRES  
OUT OF THE  
JAMES BRADLEY SURVEY, ABSTRACT NO. 183 AND 184  
JOHN R. SURVEY, ABSTRACT NO. 668

CITY OF FARMER, COLLIN COUNTY, TEXAS

**MASTER DEVELOPERS CB**  
**STANDARD #1**

077 261 8625 2505  
 5000 0000 0000  
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Westwood

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

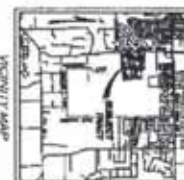
1987-1991: Director of the National Institute of Standards and Technology, Gaithersburg, Maryland

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1. According to the text, a person who is "genuinely" happy is one who is happy for the sake of others, not for the sake of himself.

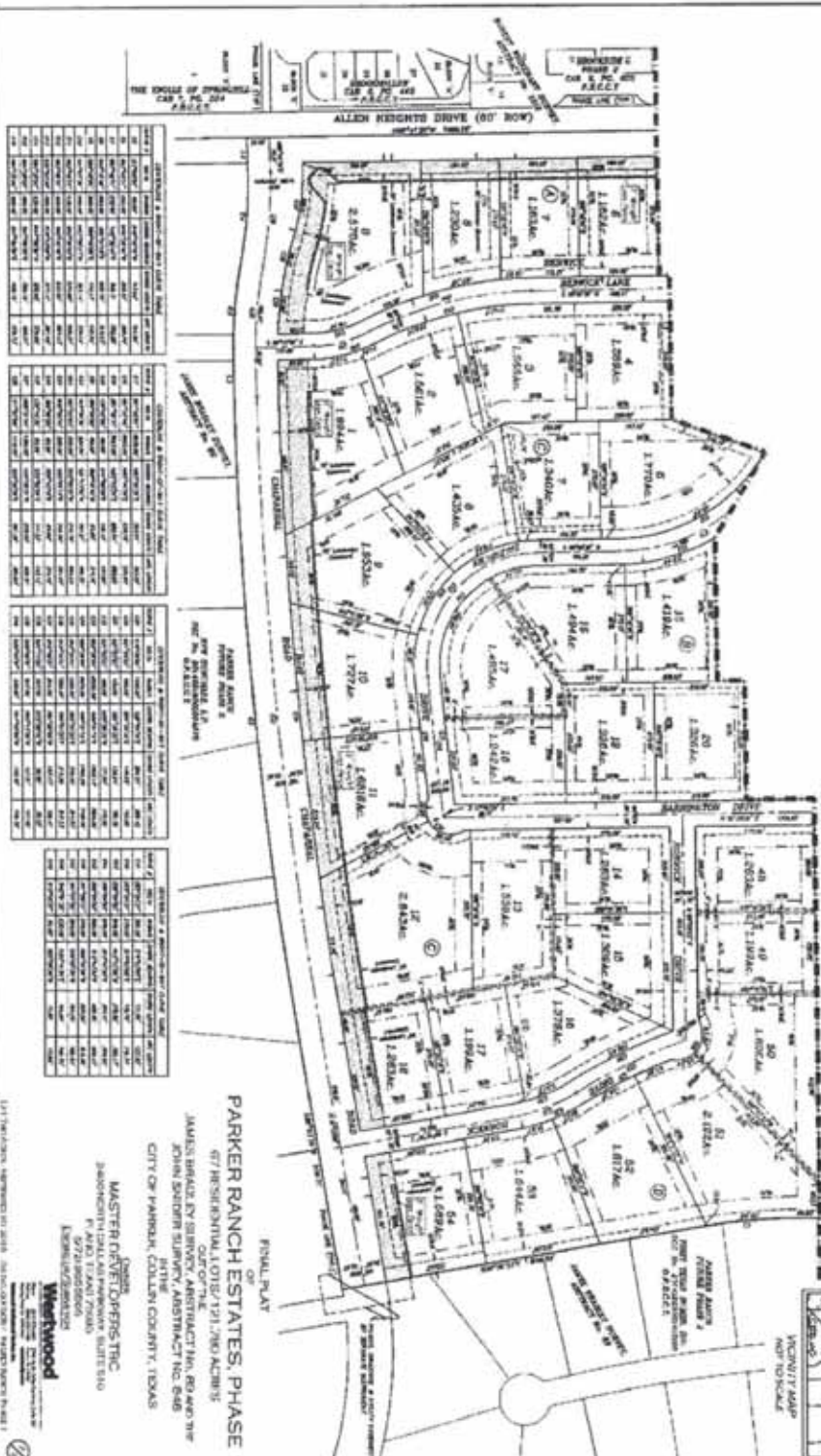
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④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳ ㉑ ㉒ ㉓ ㉔ ㉕ ㉖ ㉗ ㉘ ㉙ ㉚ ㉛ ㉜ ㉝ ㉞ ㉟ ㊱ ㊲ ㊳ ㊴ ㊵ ㊶ ㊷ ㊸ ㊹ ㊺ ㊻ ㊼ ㊽ ㊾ ㊿



NOT TO SCALE

PARKER RANCH, PHASE 1



## PARKER RANCH ESTATES, PHASE I

67 HERSHENTHAL, J. OTIS/121,700 ACTING  
OUT OF THE  
JAMES BRADLEY SERVICE, ABSTRACT No. 656  
JOHN BRADLEY SERVICE, ABSTRACT No. 656

CITY OF FARMER, COLLIN COUNTY, TEXAS

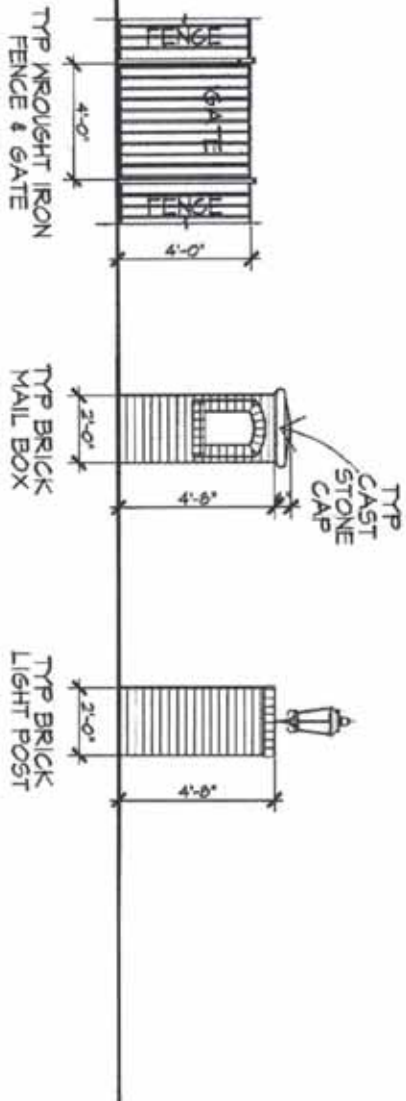
MASTER OF FINE ARTS  
DEPARTMENT OF ARTS AND SCIENCES  
UNIVERSITY OF CALIFORNIA, BERKELEY

[illegible]

Westwood

Energy Security: A New Policy for the 21st Century

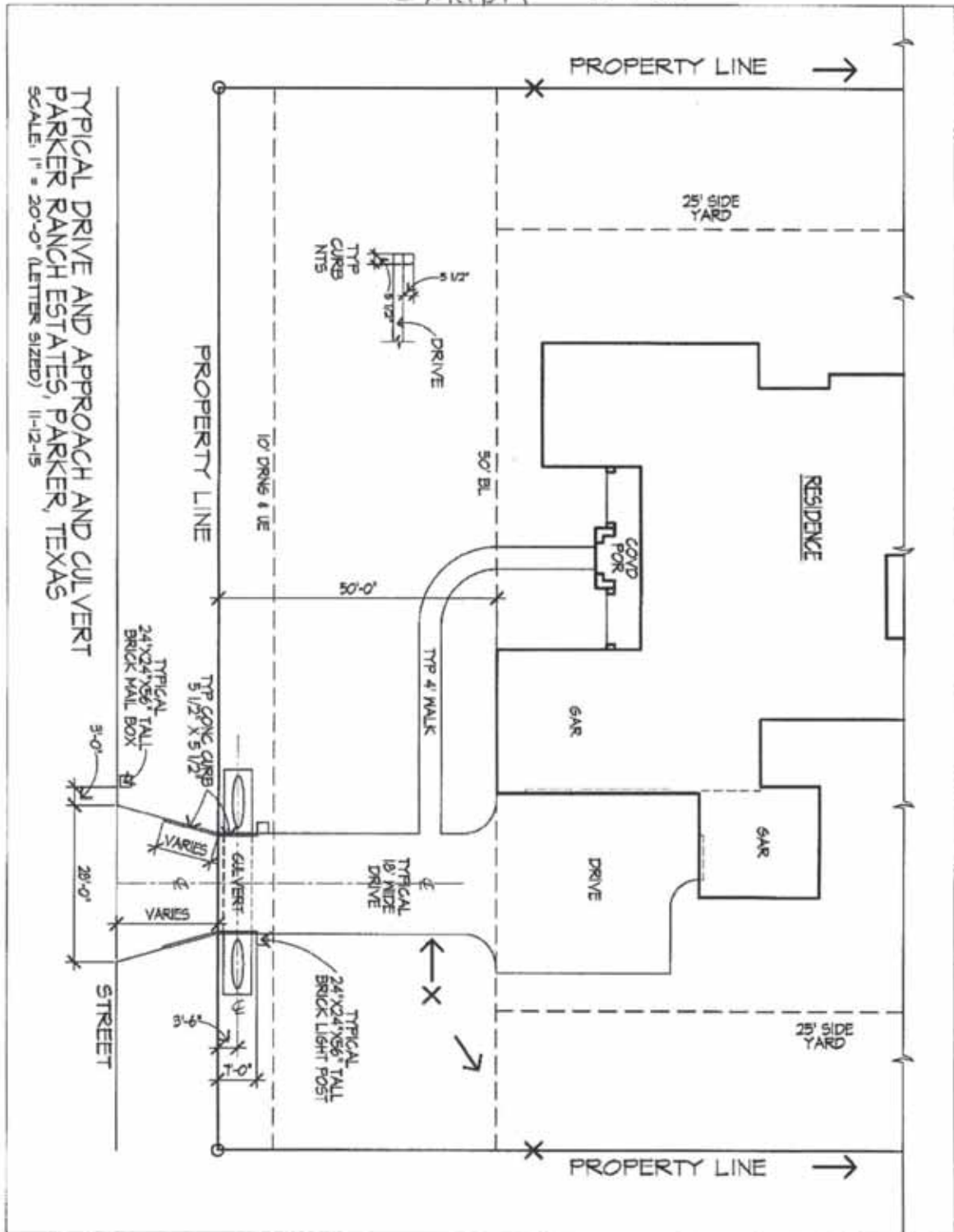
# Exhibit "C#1"



Typ Parker Ranch Estates Exterior Elements  
 11.0" X 8.5" IN 1/4" SCALE (44'X34') SCALE: 1/4" = 1'-0" 11-12-15



# Exhibit "C#2"





Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/22/2016 03:54:18 PM  
\$218.00 SCAPELA  
2016012200000870

*Stacey Kemp*