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EASTON PARK

EASTON PARK RESIDENTIAL – MASTER DOCUMENTS

UPDATED AS OF SEPTEMBER 15, 2023

GOVERNANCE

1. Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307, Official Public Records of Travis County, Texas.

   A. Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas.

2. Easton Park Amended and Restated Development Area Declaration [Single-Family Residential], recorded as Document No. 2016027353, Official Public Records of Travis County, Texas.

   A. Easton Park First Supplement to Development Area Declaration [Single-Family Residential], recorded as Document No. 2017202751, Official Public Records of Travis County, Texas.

   B. Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*] [*Section 2A*], recorded as Document No. 2018045961, Official Public Records of Travis County, Texas.

3. Easton Park Development Area Declaration [Multi-Family], recorded as Document No. 2021273063, Official Public Records of Travis County, Texas.

4. Easton Park Development Area Declaration [Commercial], recorded as Document No. 2022193480, Official Public Records of Travis County, Texas.

5. Easton Park Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2016027463, Official Public Records of Travis County, Texas.

A. Easton Park First Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022094527, Official Public Records of Travis County, Texas.

B. Easton Park Second Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022099688, Official Public Records of Travis County, Texas.

6. Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, Official Public Records of Travis County, Texas.

A. Easton Park Supplemental Residential Design Guidelines [Section 1A], recorded as Document No. 2015097525, Official Public Records of Travis County, Texas.

i. Easton Park First Amendment to Supplemental Residential Design Guidelines [Section 1A], recorded as Document No. 2015165024, Official Public Records of Travis County, Texas.

B. Easton Park Supplemental Residential Design Guidelines [Section 1C], recorded as Document No. 2016150807, Official Public Records of Travis County, Texas.

C. Easton Park - Skyline Model Park Phase 1 Design Guidelines, recorded as Document No. 2018051918, Official Public Records of Travis County, Texas.

D. Easton Park Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2], recorded as Document No. 2021025980, Official Public Records of Travis County, Texas.

i. Easton Park Variance to Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2], recorded as Document No. 2021125025, Official Public Records of Travis County, Texas.

ii. Easton Park First Amendment to Supplemental Residential Design Guidelines [Section 2C, Phase 1 and Section 2C, Phase 2], recorded as Document No. 2022123845, Official Public Records of Travis County, Texas.

E. Easton Park Supplemental Residential Design Guidelines [Discovery Park - Section 3A, Phase 1, and Section 3A, Phase 2], recorded as Document No. 2021238827, Official Public Records of Travis County, Texas.

i. Easton Park First Amendment to Supplemental Residential Design Guidelines [Discovery Park – Section 3A, Phase 1 and Section 3A, Phase 2], recorded as Document No. 2022123846, Official Public Records of Travis County, Texas.

F. Easton Park Supplemental Residential Design Guidelines [BB Living at Easton Park], recorded as Document No. 2022066931, Official Public Records of Travis County, Texas.

G. Notice of Dedicatory Instruments for Easton Park Master Community, Inc., recorded as Document No. 2022025465, Official Public Records of Travis County, Texas.

H. Amendment to Master Residential Design Guidelines, recorded as Document No. 2022122694, Official Public Records of Travis County, Texas.

7. Easton Park Amended and Restated Adoption of Working Capital Assessment [Residential], recorded as Document No. 2015192019, Official Public Records of Travis County, Texas.

8. Easton Park Second Amended and Restated Adoption of Working Capital Assessment [Residential], recorded as Document No. 2022192193, Official Public Records of Travis County, Texas.

9. Declaration Regarding Sidewalk and Access Easement, recorded as Document No. 2018046546, Official Public Records of Travis County, Texas.

10. Declaration Regarding Access, Landscaping and Marketing Easement, recorded as Document No. 201846547, Official Public Records of Travis County, Texas.

11. Partial Assignment of Declarant's Rights, recorded as Document No. 2019119176, Official Public Records of Travis County, Texas.

12. Declarant Designation of Sidewalk Easement Area, recorded as Document No. 2020123591, Official Public Records of Travis County, Texas.

13. Integrated Pest Management Restrictive Covenant, recorded as Document No. 2020184637, Official Public Records of Travis County, Texas.

14. Sidewalk Easement with Required Maintenance, recorded as Document No. 2021052105, Official Public Records of Travis County, Texas.

15. Exclusive Trail and Recreational Easement, recorded as Document No. 2021058513, Official Public Records of Travis County, Texas.

16. Integrated Pest Management Restrictive Covenant, recorded as Document No. 2021060663, Official Public Records of Travis County, Texas.

17. Amended and Restated Notice of Designation of Common Area, recorded as Document No. 2021098074, Official Public Records of Travis County, Texas.

18. Integrated Pest Management Restrictive Covenant, recorded as Document No. 2021128500, Official Public Records of Travis County, Texas.

19. Action of Declarant: Partial Delegation of Architectural Approval, recorded as Document No. 2022108532, Official Public Records of Travis County, Texas.

NOTICES OF ANNEXATION

1. Easton Park Amended and Restated Notice of Annexation [Section 1A], recorded as Document No. 2016028051, Official Public Records of Travis County, Texas.

2. Easton Park Amended and Restated Notice of Annexation [Section 1B] Union Park West Condominiums, recorded as Document No. 2019179246, Official Public Records of Travis County, Texas.

3. Easton Park Notice of Annexation [Section 1B], recorded as Document No. 2021276364, Official Public Records of Travis County, Texas.

4. Easton Park Notice of Annexation [Section 1C], recorded as Document No. 2016206243, Official Public Records of Travis County, Texas.

5. Easton Park Notice of Annexation [Section 1C, Phase 2], recorded as Document No. 2018001570, Official Public Records of Travis County, Texas.

6. Easton Park Notice of Annexation [Section 2A], recorded as Document No. 2018046545, Official Public Records of Travis County, Texas.

7. Easton Park Amended and Restated Notice of Annexation [Phases 2A, 2A.1, and 2A.2] EP Residential Condominiums, recorded as Document No. 2019174722, Official Public Records of Travis County, Texas.

8. Easton Park Notice of Annexation [Section 2A, Phase 3], recorded as Document No. 2021040055, Official Public Records of Travis County, Texas.

9. Easton Park Notice of Annexation [Section 2A, Phase 4], recorded as Document No. 2021040057, Official Public Records of Travis County, Texas.

10. Easton Park Notice of Annexation [Section 2B, Phase 1], recorded as Document No. 2017202427, Official Public Records of Travis County, Texas.

11. Easton Park Notice of Annexation [Section 2B, Phase 2], recorded as Document No. 2019082440, Official Public Records of Travis County, Texas.

12. Easton Park Notice of Annexation [Section 2B, Phase 3], recorded as Document No. 2017204669, Official Public Records of Travis County, Texas.

13. Easton Park Notice of Annexation [Section 2C, Phase 1] Mirabel Park, recorded as Document No. 2019162822, Official Public Records of Travis County, Texas.

14. Easton Park Notice of Annexation [Section 2C, Phase 2] Mirabel Park, recorded as Document No. 2020090078, Official Public Records of Travis County, Texas.

15. Easton Park Notice of Annexation [Section 2D, Phase 1] Skyline, recorded as Document No. 2021199390, Official Public Records of Travis County, Texas.

16. Easton Park Amended and Restated Notice of Annexation [Section 2D, Phase 2] Skyline, recorded as Document No. 2022013139, Official Public Records of Travis County, Texas.

17. Easton Park Amended and Restated Notice of Annexation [Section 2D, Phase 3] Skyline, recorded as Document No. 2022050373, Official Public Records of Travis County, Texas.

18. Easton Park Notice of Annexation [Section 3A, Phase 1] Skyline Park, recorded as Document No. 2021125311, Official Public Records of Travis County, Texas.

19. Easton Park Notice of Annexation [Section 3A, Phase 2] Skyline Park, recorded as Document No. 2021164462, Official Public Records of Travis County, Texas.

20. Easton Park Notice of Annexation [Section 3B, Phase 1], recorded as Document No. 2021250166, Official Public Records of Travis County, Texas.

21. Easton Park Notice of Annexation [Section 4A], recorded as Document No. 2020184638, Official Public Records of Travis County, Texas.

22. Easton Park Notice of Annexation [Section 4B-West, Lot 1, Block A], recorded as Document No. 2023005455, Official Public Records of Travis County, Texas.

23. Easton Park Notice of Annexation [Section 4B-West, Lot 4, Block A], recorded as Document No. 2023005454, Official Public Records of Travis County, Texas

24. Easton Park Notice of Annexation [Residential] (10.639 acres), recorded as Document No. 2021269826, Official Public Records of Travis County, Texas.

25. Easton Park Notice of Annexation [Residential] (12.643 acres – Multi-family), recorded as Document No. 2021275351, Official Public Records of Travis County, Texas.

26. Easton Park Notice of Annexation [Residential] (Section 4B-East – Phase 1), recorded as Document No. 2023003120, Official Public Records of Travis County, Texas.

27. Easton Park Notice of Annexation [Lot 1, Block A, Section 5A], recorded as Document No. 2023084181, Official Public Records of Travis County, Texas.

28. Easton Park Notice of Annexation [Lot 2, Block A; Lots 2 and 3, Block B; and Lot 2, Block C, Section 5A], recorded as Document No. 2023084180, Official Public Records of Travis County, Texas.

29. Easton Park Notice of Annexation [Lot 1, Block B, Section 5A], recorded as Document No. 2022193797, Official Public Records of Travis County, Texas.

    A. Correction Affidavit re Notice of Annexation [Lot 1, Block B, Section 5A], recorded as Document No. 2022194031, Official Public Records of Travis County, Texas.

    B. Easton Park First Amendment to Notice of Annexation [Lot 1, Block B, Section 5A], recorded as Document No. 2023084178, Official Public Records of Travis County, Texas.

30. Easton Park Notice of Annexation [Lot 1, Block C, Section 5A], recorded as Document No. 2023084182, Official Public Records of Travis County, Texas.

31. Easton Park Notice of Annexation [Lot 3, Block C, Section 5A], recorded as Document No. 2023084183, Official Public Records of Travis County, Texas.

32. Easton Park Notice of Annexation [Lot 4, Block C, Section 5A], recorded as Document No. 2023084179, Official Public Records of Travis County, Texas.

CORPORATE

1. Certificate of Formation of Easton Park Master Community, Inc., filed on January 26, 2015.

2. Consent of Directors in Lieu of Organizational Meeting, dated February 2, 2015.

3. Easton Park Third Amended and Restated Policy Manual [Residential], recorded as Document No. 2019095069, Official Public Records of Travis County, Texas.

   A. Easton Park First Amendment to Third Amended and Restated Policy Manual [Residential], recorded as Document No. 2023097854, Official Public Records of Travis County, Texas.

   B. Easton Park Second Amendment to Third Amended and Restated Policy Manual [Residential], recorded as Document No. 2023106171, Official Public Records of Travis County, Texas.

4. Statement of Change of Registered Office/Agent, filed on March 2, 2015.

5. Easton Park Declarant Removal and Appointment of Director, recorded as Document No. 2015075418, Official Public Records of Travis County, Texas, and filed on May 15, 2015.

6. Statement of Change of Registered Office/Agent, filed on October 27, 2015.

7. Unanimous Consent Approving Allison Becker and Matt Chase as Approvers on Behalf of the Board, dated August 31, 2017.

8. Unanimous Consent Approving Luke Gosda and Alex Papavasiliou as Signatories on Behalf of the Board, dated August 31, 2017.

9. Easton Park Declarant Removal and Appointment of Director and Officers, recorded as Document No. 2017141421, Official Public Records of Travis County, Texas, and filed on September 1, 2017.

10. Statement of Change of Registered Office/Agent, filed on September 5, 2017.

11. Property Owners Association Management Certificate, recorded as Document No. 2017143857, Official Public Records of Travis County, Texas, and filed on September 6, 2017.

12. Easton Park Declarant Removal and Appointment of Directors and Officers, recorded as Document No. 2018132865, Official Public Records of Travis County, Texas, and filed on August 21, 2018.

13. Easton Park Board of Directors' Resolution and Consent of Easton Park Master Community, Inc., dated June 26, 2019.

14. Management Certificate for Easton Park Master Community, Inc., recorded as Document No. 2019120289, Official Public Records of Travis County, Texas, and filed on August 9, 2019.

15. Easton Park Declarant Removal and Appointment of Directors and Officers, recorded as Document No. 2019188989, Official Public Records of Travis County, Texas, and filed on December 2, 2019.

16. Action of Board of Directors by Unanimous Consent of Easton Park Master Community, Inc., dated May 21, 2020.

17. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2020082383, Official Public Records of Travis County, Texas, and filed on May 21, 2020.

18. Action of Board of Directors by Unanimous Consent of Easton Park Master Community, Inc., dated July 31, 2020.

19. Action of Board of Directors by Unanimous Consent of Easton Park Master Community, Inc., dated October 1, 2020.

20. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2021125061, Official Public Records of Travis County, Texas, and filed on June 4, 2021.

21. Statement of Change of Registered Office/Agent, filed on June 28, 2021.

22. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2021180128, Official Public Records of Travis County, Texas, and filed on August 12, 2021.

23. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2022125971, Official Public Records of Travis County, Texas, and filed on July 22, 2022.

24. Management Certificate for Easton Park Master Community, Inc., recorded as Document No. 2022165652, Official Public Records of Travis County, Texas, and filed on October 11, 2022.

25. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2022192187, Official Public Records of Travis County, Texas, and filed on December 15, 2022.

26. Management Certificate for Easton Park Master Community, Inc., recorded as Document No. 2022165652, Official Public Records of Travis County, Texas, and filed on December 15, 2022.

27. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2023053197, Official Public Records of Travis County, Texas, and filed on May 16, 2023.

28. Management Certificate for Easton Park Master Community, Inc., recorded as Document No. 2023054232, Official Public Records of Travis County, Texas, and filed on May 18, 2023.

DEEDS

1. Correction Special Warranty Deed (Section 1A), recorded as Document No. 2018049558, Official Public Records of Travis County, Texas, and which corrects Special Warranty Deed recorded as Document No. 2016143692, Official Public Records of Travis County, Texas.

2. Correction Special Warranty Deed (Section 1A), recorded as Document No. 2018054573, Official Public Records of Travis County, Texas, and which corrects Special Warranty Deed recorded as Document No. 2016143692, Official Public Records of Travis County, Texas.

3. Special Warranty Deed (Section 1B), recorded as Document No. 2019015063, Official Public Records of Travis County, Texas.

4. Warranty Deed (Section 1C), recorded as Document No. 2019016579, Official Public Records of Travis County, Texas.

5. Special Warranty Deed (24.747 acres), recorded as Document No. 2019033881, Official Public Records of Travis County, Texas.

6. Special Warranty Deed (Section 2A), recorded as Document No. 2021119653, Official Public Records of Travis County, Texas.

7. General Warranty Deed (2.756 acres), recorded as Document No. 2021196245, Official Public Records of Travis County, Texas.

8. General Warranty Deed (29.378 acres), recorded as Document No. 2021229216, Official Public Records of Travis County, Texas.

9. Warranty Deed (to Pilot Knob MUD No. 3), recorded as Document No. 2021244242, Official Public Records of Travis County, Texas.

10. Warranty Deed (to Pilot Knob MUD No. 2), recorded as Document No. 2021262219, Official Public Records of Travis County, Texas.

ELECTRONICALLY RECORDED 2016027307

TRV 71 PGS

AFTER RECORDING RETURN TO:

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EASTON PARK

AMENDED AND RESTATED MASTER COVENANT

[RESIDENTIAL]

A Mixed-Use Master Planned Community
Travis County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS MASTER COVENANT UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH *SECTION 9.05* BELOW.

THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THAT CERTAIN EASTON PARK MASTER COVENANT RECORDED AS DOCUMENT NO. 2015030792, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED.

Declarant: CARMA EASTON LLC, a Texas limited liability company

EASTON PARK

AMENDED AND RESTATED MASTER COVENANT
[RESIDENTIAL]

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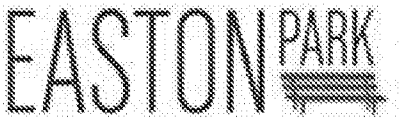

AMENDED AND RESTATED MASTER COVENANT
[RESIDENTIAL]

This Easton Park Amended and Restated Master Covenant *[Residential]* (the "**Master Covenant**") is made by **CARMA EASTON LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

R E C I T A L S:

A. Declarant previously executed and recorded that certain Easton Park Master Covenant, recorded as Document No. 2015030792, Official Public Records of Travis County, Texas, as amended by that First Amendment to the Master Covenant, recorded as Document 2015192016, Official Public Records of Travis County, Texas (collectively, the "**Original Master Covenant**").

B. Pursuant to the Original Master Covenant, Declarant set forth its intent to create, on its behalf and on behalf of its successors and assigns, a uniform plan for the development, improvement and sale of that certain real property located in Travis County, Texas, as more particularly described on Exhibit "A", attached hereto and incorporated herewith (the "**Property**"), by impressing upon all or any portion of the Property the terms and conditions of the Original Master Covenant by the Recording of one or more Notices of Annexation from time to time.

C. Portions of the Property were made subject to the Original Master Covenant upon the Recording of that certain Notice of Applicability [Residential] Section 1A, recorded under Document No. 2015091611 in the Official Public Records of Travis County, Texas ("**Prior Notice of Annexation**"). Upon Recordation, the portions of the Property described in such Prior Notice of Annexation became part of the Development (as more fully defined below), and thus governed by and fully subject to the Original Master Covenant.

D. *Section 10.03* of the Original Master Covenant provides that it may be amended by Declarant acting alone and unilaterally. Pursuant to *Section 10.03* of the Original Master Covenant, and through the Recordation of this Master Covenant, Declarant desires to and hereby so does amend and restate the Original Master Covenant in its entirety, as set forth in this Master Covenant. Upon Recordation of this Master Covenant, those portions of the Property which were already made subject to the Original Master Covenant are and shall continue to be encumbered by the terms and conditions of this Master Covenant.

E. This Master Covenant also serves notice that upon the further Recording of additional Notices of Annexation pursuant to *Section 9.05* of this Master Covenant, the portions of the Property described therein will also become a part of the Development and will be governed by and fully subject to this Master Covenant and any applicable Development Area Declaration (as defined below).

No portion of the Property is subject to the terms and provisions of this Master Covenant until a Notice of Annexation is Recorded. A Notice of Annexation may only be Recorded by the Declarant.

PROPERTY VERSUS DEVELOPMENT VERSUS DEVELOPMENT AREA

"Property"	**Described on Exhibit "A". This is the land that may be made subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexation. Declarant has no obligation to annex all or any portion of the Property to this Master Covenant.**
"Development"	**This is any portion of the Property described in the Prior Notice of Annexation and all additional portions of the Property that have been made subject to this Master Covenant through the Recording of a Notice of Annexation.**
"Development Area"	**This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.**

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Master Covenant by the Recording of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Property becoming subject to this Master Covenant are hereby incorporated into this Master Covenant for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; (iii) that each contract or deed conveying those portions of the Property which are made subject to this Master Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iv) upon Recording of this Master Covenant, the Original Master Covenant shall be amended, restated and replaced in its entirety by the terms and provisions of this Master Covenant and all portions of the Property already made subject to the Original Master Covenant pursuant to the Prior Notice of Annexation are and shall continue to be encumbered by the terms and conditions of this Master Covenant.

This Master Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Master Covenant, the text of the Master Covenant will control.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Covenant will have the meanings hereinafter specified:

"**Applicable Law**" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, specifically including the PUD (defined below), and any other applicable building codes, zoning restrictions, permits and ordinances adopted by the City (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"**Assessment**" or "**Assessments**" means assessments imposed by the Association under this Master Covenant.

"**Assessment Unit**" has the meaning set forth in *Section 5.09*.

"**Association**" means Easton Park Master Community, Inc., a Texas nonprofit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Master Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Master Covenant, the Certificate, the Bylaws, and Applicable Law.

"**Board**" means the Board of Directors of the Association.

"**Bulk Rate Contract**" or "**Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape services and any other services of any kind or nature which are considered by the Board to be beneficial to the Development and/or the Association. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

"**Bylaws**" means the Bylaws of the Association as adopted and as amended from time to time.

"**Certificate**" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"**City**" means the City of Austin, Texas, a Texas home rule municipality.

"**Commercial Lot**" means a Lot, if any, within the Development, other than Common Area or Special Common Area, which is designated by the Declarant for business or commercial use. The term "business or commercial use" shall include, but shall not be limited to, all office, retail, wholesale, manufacturing, and service activities, and may also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Master Covenant, may also include a Lot upon which a commercial or residential condominium regime will be impressed.

"**Common Area**" means any property or facilities that the Association owns or in which it otherwise holds rights or obligations, including, but not limited to, any property or facilities held by the Declarant for the benefit of the Association or its Members. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being

held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified in the Recorded written instrument will be considered Common Area for the purpose of this Master Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easements or other property interests by either the City or a District, including a MUD. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

"**Community Enhancement Covenant**" means that separate Recorded instrument containing covenants, restrictions, conditions and/or limitations, to which portions of the Property are subjected for the purposes of authorizing the Association to levy, collect and administer that certain "Community Enhancement Fee" as further defined therein and for such other purposes as set forth therein.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Declarant**" means **CARMA EASTON LLC,** a Texas limited liability company. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Master Covenant.

Declarant enjoys special privileges to facilitate the development, construction, and marketing of the Property and the Development, or to direct the size, shape and composition of the Property and the Development. These special rights are described in this Master Covenant. Many of these rights do not terminate until either Declarant: (i) has sold all Lots or Condominium Units which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument. Declarant may also assign, in whole or in part, all or any of the Declarant's rights established under the terms and provisions of this Master Covenant to one or more third-parties.

"**Design Guidelines**" means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, and adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time, including, but not limited to any supplemental guidelines which may be adopted from time to time for portions of the Development. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Easton Park Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Area, or any portion thereof. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Master Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Development or any portion thereof.

"**Development**" refers to the portion of the Property set forth in the Prior Notice of Annexation and any additional portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.

"**Development Area**" means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Master Covenant.

"**Development Area Declaration**" means, with respect to any Development Area, the separate Recorded instrument, as may be amended from time to time, setting forth additional covenants, conditions, restrictions, limitations and/or easements, applicable only to the portion of the Development identified therein or as otherwise set forth in one or more Notices of Annexation Recorded pursuant to *Section 9.05* below.

"**Development Period**" means the period of time beginning on the date when this Master Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by a Recorded written instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, or marketing of the Property and the Development, or the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

"**District**" means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code (a "**MUD**"), including but not limited to, Pilot Knob MUD Nos. 1 – 5, and any other MUD(s) created by the subdivision of any of the foregoing into separate or additional MUD(s); (c) a municipal management district created pursuant to Chapter 375 of the Texas Local Government Code; or (d) any other similarly constituted governmental or quasi-governmental entity created for the purpose of providing benefits or services to the Development.

"**Documents**" means, singularly or collectively, as the case may be, this Master Covenant, the Certificate, Bylaws, the Policy Manual, the Community Enhancement Covenant, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Annexation, as each may be amended from time to time, and any Rules promulgated by the Association pursuant to this Master Covenant or any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See Table 1 for a summary of the Documents.

"**Easton Park Reviewer**" means the party holding the rights to approve Improvements within the Development and shall be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Easton Park Reviewer will automatically be transferred to an ACC, the members of which shall be appointed by the Board as set forth in *Section 6.02* below.

"**Homebuilder**" refers to any Owner (other than Declarant) who is in the business of constructing single-family residences and acquires all or a portion of the Property to construct single-family residences for resale to third parties.

"**Improvement**" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, homes, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings and exterior air conditioning equipment or fixtures.

"**Individual Assessment**" means an Assessment levied against a Lots or Condominium Unit as described in *Section 5.07*.

"**Lot**" means any portion of the Development designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established, and may include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Manager**" has the meaning set forth in *Section 3.08(h)*.

"**Master Covenant**" means this Master Covenant, as amended from time to time, containing covenants, conditions, restrictions, limitations and/or easements applicable to all or any portion of the Property made subject hereto by one or more Notices of Annexation Recorded pursuant to *Section 9.05* below.

"**Maximum Number of Lots**" means the maximum number of Lots that may be created and made subject to this Master Covenant. The Maximum Number of Lots is six thousand five hundred (6,500). Until expiration or termination of the Development Period, Declarant may unilaterally amend the Maximum Number of Lots by Recorded written instrument.

"**Member**" means each person or entity that holds membership privileges in the Association.

"**Mortgage**" means any mortgage or deed of trust securing indebtedness and covering any Lot or Condominium Unit.

"**Mortgagee**" means the holder of any Mortgage.

"**Neighborhood**" has the meaning set forth in *Section 3.02*.

"**Neighborhood Delegate**" means the representative elected by the Owners of Lots and Condominium Units in each Neighborhood pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant to cast the votes of all Lots and Condominium Units in the Neighborhood on all matters requiring a vote of the membership of the Association, except for the following situations in which this Master Covenant specifically requires Members or Owners to cast their vote individually: (i) changes to the term of the Master Covenant as described in *Section 10.01*; and (ii) amendments to the Master Covenant as described in *Section 10.03*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the

Members or Owners are required to cast their vote individually, and voting by Neighborhood Delegates is prohibited.

"**Notice of Annexation**" means the Recorded notice executed by the Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Master Covenant in accordance with *Section 9.05* below. A Notice of Annexation may also subject a portion of the Property to a previously Recorded Development Area Declaration, and may be amended from time to time by Declarant.

"**Notice of Plat Recordation**" means the Recorded notice executed by the Declarant for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat and withdrawing those portions of the Property which are included on the Plat but not shown as a Residential Lot from the terms and provisions of this Master Covenant in accordance with *Section 9.06* below.

"**Occupant**" means any resident, occupant, or tenant of a Lot or Condominium Unit, other than the Owner of such Lot or Condominium Unit.

"**Ordinary Public View**" means anything which can be seen in the sight line of normal visual range of a person on a public or private street, thoroughfare or sidewalk, Common Area or Special Common Area.

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit and in no event shall mean any Occupant. A Mortgagee who acquires title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure is an Owner. A person or entity having an ownership interest in a Lot or Condominium Unit merely as security for the performance of an obligation is not an Owner. Every Owner is a Member of the Association.

"**Planned Unit Development**" or "**PUD**" means that certain Pilot Knob Planned Unit Development ordinance adopted by the City for the Property on December 17, 2015, by Ordinance No. 20151217-080, as the same may be amended and modified from time to time, the terms of which may override certain zoning requirements and City ordinances which might otherwise be applicable to the Property.

"**Plat**" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"**Policy Manual**" means the policy manual, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Development. The Policy Manual may include the Bylaws, Rules and other policies governing the Association. The Policy Manual may be amended or modified, from time to time, by a Majority of the Board. Until the expiration or termination of the Development Period, any amendment or modification to the Policy Manual must be approved in advance and in writing by the Declarant.

"**Prior Declaration**" means that certain Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities, recorded under Document No. 2014138934 of the Official Public Records of Travis County, Texas, and all subsequent modifications and amendments thereto.

"**Property**" means all of that certain real property described on **Exhibit "A"**, attached hereto, that may be made subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexation pursuant to *Section 9.05* below, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Master Covenant.

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

"**Regular Assessments**" means those Assessments levied against the Lots and/or Condominium Units as described in *Section 5.03* for the purpose of funding the estimated net expenses of the Association as reflected on the annual budget.

"**Representative System of Voting**" means the method of voting which may be established by Declarant pursuant to *Section 3.06* below. Declarant shall have no obligation to implement the Representative System of Voting.

"**Residential Developer**" refers to any Owner who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development and/or resale to a Homebuilder.

"**Residential Lot**" means a Lot which is designated solely for single-family residential use.

"**Rules**" mean any instrument, however denominated, which may be initially adopted by the Declarant as part of the Policy Manual, or subsequently adopted by the Board, for the regulation and management of the Development, including any amendments to those instruments. During the Development Period, any amendment to the Rules must be approved in advance and in writing by the Declarant, unless such approval is otherwise waived by the Declarant in its sole discretion.

"**Service Area**" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Master Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

"**Service Area Assessments**" means those Assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

"**Service Area Expenses**" means the estimated or actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include reserves for operations, capital repairs, and replacements.

"**Special Assessments**" means those Assessments levied against the Lots and/or Condominium Units as described in *Section 5.04* for the purpose of enabling the Board to carry out the functions of the Association under the Documents, as may be determined from time to time by the Board in its sole discretion.

"**Special Common Area**" means any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development,

which is designated by Declarant in a Notice of Annexation, Development Area Declaration, or any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area for the use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s), or portion(s) of the Development attributable thereto. Special Common Area may include any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easement or other property interests by either the City or a District. Some Special Common Area will be solely for the common use and enjoyment of the Owners to which the Special Common Area has been designated, while other portions of Special Common Area may additional for the use and enjoyment of members of the general public.

"**Special Common Area Assessments**" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

"**Special Common Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

"**Voting Group**" has the meaning set forth in *Section 3.08* below.

"**Working Capital Assessments**" means those one-time Assessments payable to the Association upon transfer of title of a Lot or Condominium Unit as described in *Section 5.08* for the purpose of establishing working capital, which may include the use of such amounts by the Association to discharge operating expenses.

TABLE 1: DOCUMENTS	
Prior Declaration (Recorded)	Creates certain use restrictions and obligations which are binding on all present and future owners of the Property.
Master Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future Owners of all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Community Enhancement Covenant (Recorded)	Establishes fee payable to the Association for enhancement purposes within the Development.
Notice of Annexation (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of this Master Covenant and any applicable Development Area Declaration.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a nonprofit corporation under Texas law.
Bylaws (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
Policy Manual (Recorded)	Establishes the Rules and policies governing the Association and the Development.
Design Guidelines (Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto.

Rules (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development. The Rules may be included within the Policy Manual.
Board Resolutions (adopted by the Board of the Association)	Documented decision-making by the Board to establish rules, policies, and procedures for the Association.
Notice of Plat Recordation (Recorded)	Identifies specific Lots on a Plat and withdraws all Property other than Lots from the terms and provisions of this Master Covenant.

ARTICLE 2
GENERAL RESTRICTIONS

2.01. General.

(a) Conditions and Restrictions. All Lots and Condominium Units within the Development to which a Notice of Annexation has been Recorded in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT UNTIL A NOTICE OF ANNEXATION HAS BEEN RECORDED.**

(b) Compliance with Applicable Law and the Documents. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule, or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, an approval by the Easton Park Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit. The Association, each Owner, Occupant or other user of any portion of the Development must comply with the Documents and Applicable Law, specifically including the PUD, as supplemented, modified or amended from time to time. IN CERTAIN INSTANCES THE PUD, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THE DOCUMENTS OR OTHER CITY ORDINANCES. IN THE EVENT OF A CONFLICT BETWEEN THE PUD AND THE DOCUMENTS OR OTHER CITY ORDINANCES, THE MOST RESTRICTIVE REQUIREMENT WILL APPLY, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DOCUMENTS WOULD RESULT IN A VIOLATION OF THE PUD, IN WHICH EVENT THE PUD SHALL APPLY. COMPLIANCE WITH MANDATORY REQUIREMENTS IN THE PUD WILL NOT RESULT IN THE VIOLATION OF THE DOCUMENTS OR OTHER CITY ORDINANCES.

(c) Approval of Regulatory Submission Items. Each Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by an Owner pursuant to any zoning ordinance applicable to the Property or the Development (the "**Regulatory Submission Items**"), to a regulatory authority for approval or issuance of a permit, as applicable, the Owner must first

obtain approval from Declarant during the Development Period and the Board thereafter of the Regulatory Submission Items (the "**Preliminary Regulatory Approval**"), unless obtaining such approval is waived in writing, in the sole and absolute discretion of the Declarant or the Board, as applicable. In the event of a conflict between the Regulatory Submission Items approved pursuant to the Preliminary Regulatory Approval and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to obtain a final Preliminary Regulatory Approval. If granted, the Preliminary Regulatory Approval shall be conditional ONLY and any Improvements to be constructed in accordance with the Regulatory Submission Items must be submitted by the Owner to the Easton Park Reviewer for approval in accordance with *Section 6.03(c)*, below. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

(d) Approval of Project Names. Each Owner is advised that the name used to identify any Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by Declarant during the Development Period.

(e) Development Amenities. A Development Area may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by the Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed, easement, or license) to: (a) the Association; or (b) another entity designated by the Declarant or a Majority of the Board, as applicable, including but not limited to any then-existing District. Alternatively, the Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by the Declarant or a Majority of the Board, as applicable (*e.g.*, ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance or transfer is approved in advance and in writing by Declarant during the Development Period, or a Majority of the Board after expiration or termination of the Development Period.

2.02. Incorporation of Development Area Declarations. Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Master Covenant, to the extent not in conflict with this Master Covenant, but will apply only to portions of the Property made subject to the Development Area upon the Recordation of one or more Notices of Annexation. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Master Covenant, the terms and provisions of this Master Covenant will control.

2.03. Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that actual land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans. Neither Declarant, a Residential Developer, any Homebuilder, nor any other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development. It is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or to any proposed or actual changes in the Conceptual Plans, as they may be amended or modified from time to time.

THE DEVELOPMENT IS A MIXED-USE MASTER PLANNED COMMUNITY WHICH WILL BE DEVELOPED OVER A NUMBER OF YEARS. THE PLANS, LAND USES, TOTAL NUMBER, DESIGN, LAYOUT AND LOCATION OF LOTS, LOCATION, DESIGN AND LAYOUT OF PROJECTED IMPROVEMENTS, ASSESSMENTS AND DOCUMENTS MAY BE CHANGED FROM TIME TO TIME, WITHOUT NOTICE OR OBLIGATION TO NOTIFY, DUE TO A NUMBER OF CIRCUMSTANCES, INCLUDING APPLICABLE LAW, MARKET DEMAND AND COST CONSTRAINTS. THERE ARE NO ASSURANCES THAT FUTURE IMPROVEMENTS OR FACILITIES DESCRIBED HEREIN WILL BE CONSTRUCTED. DECLARANT RESERVES THE RIGHT TO MAKE PRICE MODIFICATIONS AND MAKE MODIFICATIONS IN MATERIALS AND SPECIFICATIONS AT ANY TIME WITH OR WITHOUT PRIOR NOTICE.

2.04. Provision of Benefits and Services to Service Areas.

(a) Designated by Declarant. Declarant, in a Notice of Annexation Recorded pursuant to *Section 9.05* or in any written Recorded notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. Declarant may unilaterally amend any Notice of Annexation or any written Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) Owner Petition. In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (a) special benefits or services which are not provided to all Lots and/or Condominium Units; or (b) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of

a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment.

2.05. Designation of Special Common Areas. During the Development Period, Declarant may designate, in a Notice of Annexation, a Development Area Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or Improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, as Special Common Area for the for the use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s), or portion(s) of the Development attributable thereto. Such Owners shall have the obligation to pay Special Common Area Assessments for such Special Common Area. Special Common Area may include any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easement or other property interests by either the City or a District. Some Special Common Area will be solely for the common use and enjoyment of the Owners to which the Special Common Area has been designated, while other portions of Special Common Area may additional for the use and enjoyment of members of the general public. Any portion of the Development designated as Special Common Area shall be conveyed to the Association, or the Association shall be granted rights or obligations with respect to such Special Common Area, or such Special Common Area shall otherwise be held by Declarant for the benefit of the Association. The Notice of Annexation, Development Area Declaration, or other Recorded written instrument designating such Special Common Area will identify the Lot(s), Condominium Unit(s), or other portion(s) of the Development assigned to such Special Common Area. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owner(s) of the Lot(s), Condominium Unit(s) or portion(s) of the Development to which the Special Common Area is assigned.

ARTICLE 3
EASTON PARK MASTER COMMUNITY, INC.

3.01. Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas nonprofit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Covenant.

3.02. Neighborhoods. Declarant reserves the right to Record a Designation of Neighborhood pursuant to *Section 9.07* to designate portions of the Development as part of a "Neighborhood." A Neighborhood may be comprised of any number of Lots and/or Condominium Units, and may include

Lots or Condominium Units of more than one type, as well as Lots or Condominium Units that are not contiguous to one another. Any Designation of Neighborhood shall initially assign the portion of the Property described therein to a specific Neighborhood which may then exist (being identified and described in a previously Recorded Notice of Annexation) or which may be newly created. After a Designation of Neighborhood is Recorded, any and all portions of the Development which are not assigned to a specific Neighborhood shall constitute a single Neighborhood. Declarant may Record an amendment to any previously Recorded Designation of Neighborhood to designate or change Neighborhood boundaries. Declarant shall have no obligation to establish Neighborhoods.

3.03. Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit.

(b) Easement of Enjoyment – Common Area. Every Member of the Association will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due or for any period during which such Member is in violation of any provision of this Master Covenant;

(iii) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) The right of the Board with the advance written approval of the Declarant during the Development Period, to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of the Declarant during the Development Period, and the Board thereafter or with the advance written approval of the Declarant during the

Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Annexation, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.03(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant during the Development Period to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Annexation, Development Area Declaration, or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Master Covenant;

(iv) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(vi) With the advance written consent of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of the Declarant, during the Development Period, and the Board, thereafter with the advance written consent of the Declarant during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

3.04. Governance.

(a) **Board of Directors; Officers**. The Board will consist of at least three (3) persons. The enumerated officers of the Association are those set forth in the Bylaws. Notwithstanding any provision in this Master Covenant to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than the Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove any and all Board members and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than the Declarant or a Homebuilder, Board will call a meeting of Members for the purpose of electing one-third of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than the Declarant. For the purposes of this election, the Development shall be considered a single Neighborhood, and the Representative System of Voting shall not apply. The Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws. Upon expiration or termination of the Development Period, vacancies on the Board and officer appointments shall be filled by election at the annual meeting of the Association, or at a special meeting called for such purpose, as further set forth in the Bylaws.

(b) **Advisory Committees**. Subject to the requirements otherwise set forth in *Section 6.02* below and as further set forth in the Bylaws, the Board may, but is not required, to adopt a resolution to designate two (2) or more Members, which may include the Declarant and/or one (1) or more Board members to a committee for any purpose; provided, that any such committee shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

3.05. Voting Allocation. The number of votes which may be cast for election of Board members (except as provided by *Section 3.04*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Residential Lot. Each Residential Lot will be allocated one (1) vote. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit (as defined in *Section 5.09(b)*). In the event of the consolidation of two (2) or more Residential Lots for

purposes of construction of a single residence thereon, votes and Assessment Units which are allocated pursuant to *Section 5.09* below will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Master Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration and the approval of the Easton Park Reviewer.

(b) Commercial Lot or Condominium Unit. Each Commercial Lot and Condominium Unit will be allocated that number of votes set forth in the Notice of Annexation applicable to such Commercial Lot or Condominium Unit. Declarant will determine such number of votes in its sole and absolute discretion. Declarant's determination regarding the number of votes applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Annexation may include a provision with an alternative vote allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or a Majority of the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time the Notice of Annexation allocating votes thereto was originally Recorded. In the event of a modification to the votes allocated to a Commercial Lot or Condominium Unit, Declarant, or the Board, as applicable, will Record an amended Notice of Annexation setting forth the revised allocation of votes attributable to the Commercial Lot or Condominium Unit.

(c) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)* and *Section 3.05(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(d) Co-Owners. Any co-Owner may cast the vote for the Lot or Condominium Unit, and Majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests to the Secretary prior to the close of balloting. In the absence of a Majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for a Lot or Condominium Unit exceed the total votes allocated to such Lot or Condominium Unit pursuant to this *Section 3.05*.

3.06. Representative System of Voting. The Representative System of Voting shall only be established if the Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration or termination of the Development Period by Recorded written instrument.

(a) Election of Initial Neighborhood Delegate. In the event that the Declarant chooses to establish a Representational System of Voting, the Owners of Lots and Condominium Units within each Neighborhood shall elect a Neighborhood Delegate and an alternate Neighborhood Delegate, in the manner provided below, to cast the votes of all Lots and Condominium Units in such Neighborhood on matters requiring a vote of the Members, except where this Master Covenant specifically requires the Members to cast their votes individually as described in the definition of "Neighborhood Delegate" in *Article 1* of this Master Covenant, or elsewhere in the Documents. Notwithstanding the foregoing or any provision to the contrary in this Master Covenant, as provided in *Section 3.04* above, until one hundred twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than the Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove all members of the Board.

(b) Term. The Neighborhood Delegate and the alternate Neighborhood Delegate shall be elected on a biennial basis (once every two years), by electronic and absentee ballot without a meeting of Owners within such Neighborhood, or at a meeting of the Owners within such Neighborhood where written, electronic, proxy, and/or absentee ballots may also be utilized, as the Board may determine from time to time. If the Board determines to hold a meeting for the election of the Neighborhood Delegate and the alternate Neighborhood Delegate, the presence, in person or by proxy, absentee or electronic ballot, of Owners representing at least ten percent (10%) of the total votes in a Neighborhood shall constitute a quorum at such meeting. For so long as a quorum is not met to elect a Neighborhood Delegate and an alternate Neighborhood Delegate by the Owners within such Neighborhood, Declarant during the Development Period, and the Board thereafter, shall have the right to appoint a Neighborhood Delegate and an alternate Neighborhood Delegate until such positions are elected at any subsequent meeting which has been duly called for such purpose. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Neighborhood Delegate and alternate Neighborhood Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Neighborhoods to occur in close proximity to one another; provided, however, that the term of an existing Neighborhood Delegate and alternate Neighborhood Delegate shall not be extended for more than twelve (12) months.

(c) Election Results. At any election for the purpose of electing a Neighborhood Delegate and an alternate Neighborhood Delegate, the candidate who receives the greatest number of votes shall be elected to serve as the Neighborhood Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Neighborhood Delegate. The Neighborhood Delegate and alternate Neighborhood Delegate shall serve until his or her successor is elected or appointed, as applicable.

(d) Voting by the Neighborhood Delegate. The Neighborhood Delegate or, in his or her absence, the alternate Neighborhood Delegate, shall attend Association meetings and cast all votes allocated to the Lots and Condominium Units in the Neighborhood that he or she represents on any matter as to which such Neighborhood Delegate is entitled to vote under this Master Covenant, including the election of Board members upon the expiration or termination of the Development Period. A Neighborhood Delegate may cast all votes allocated to the Lots

and Condominium Units in the Neighborhood in such Neighborhood Delegate's discretion and may, but need not, prior to voting, poll the Owners of Lots and Condominium Units in the Neighborhood which he or she represents. Neither the Neighborhood Delegate nor the alternative Neighborhood Delegate may cast votes allocated to Lots and Condominium Units not owned by such Neighborhood Delegate in the Neighborhood that he or she represents for the purpose of amending this Master Covenant.

(e) Qualification. Candidates for election as the Neighborhood Delegate and alternate Neighborhood Delegate from a Neighborhood shall be Owners of Lots or Condominium Units in the Neighborhood, spouses of such Owners, Occupants of the Neighborhood, or an entity representative where an Owner is an entity.

(f) Removal. Any Neighborhood Delegate or alternate Neighborhood Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a Majority of the votes allocated to the Lots and Condominium Units in the Neighborhood that the Neighborhood Delegate represents, or by the Declarant during the Development Period. If a Neighborhood Delegate is removed in accordance with the foregoing sentence, the alternate Neighborhood Delegate shall serve as the Neighborhood Delegate unless such alternate Neighborhood Delegate is also removed.

(g) Subordination to the Board. Neighborhood Delegates are subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance.

(h) Running for the Board. An Owner may not simultaneously hold the position of Neighborhood Delegate and be a Board member. In addition, if the Representative System of Voting is established, a Neighborhood Delegate running for the Board shall resign his or her position prior to casting any vote for a candidate running for a position as a Board member (including himself or herself). In the event a Neighborhood Delegate resigns in order to run for a position on the Board, the alternate Neighborhood Delegate shall serve out the rest of the term of the former Neighborhood Delegate, and another alternate Neighborhood Delegate shall be elected by the Owners in the Neighborhood to serve out the term as the successor alternate Neighborhood Delegate.

3.07. Voting Groups. Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing Board members. The purpose of Voting Groups is to provide groups with dissimilar interests the opportunity to be represented on the Board and to avoid a situation in which less than all the Neighborhoods are able to elect the entire Board. Voting Groups may be established by the Declarant in accordance with this *Section 3.07*, without regard to whether the Representative System of Voting has been implemented by Declarant. If Voting Groups are established and the Representative System of Voting has been implemented, then a Neighborhood Delegate shall only vote on the slate of Board member candidates assigned to the Neighborhood Delegate. If Voting Groups are established and the Representative System of Voting has not been implemented, then each Owner of a Lot or Condominium Unit in a particular Neighborhood shall only vote on the slate of Board member candidates assigned to such Neighborhood.

(a) Voting Group Designation. Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period, by Recording a

written instrument identifying the Neighborhoods within each Voting Group (the "**Voting Group Designation**"). The Voting Group Designation will assign the number of Board members which the Voting Group is entitled to exclusively elect.

(b) Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by the Declarant at any time during the Development Period. After expiration or termination of the Development Period, the Board shall have the right to amend a Voting Group Designation upon the vote of a Majority of the Board and approval of a Majority of the Neighborhood Delegates. An amendment to a Voting Group Designation shall not constitute an amendment to this Master Covenant, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph.

(c) Single Voting Group. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a Voting Group Designation is Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.08. Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Master Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and reenact, Rules, policies, the Bylaws and the Policy Manual, as applicable, which are not in conflict with this Master Covenant, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. Any Rules, policies, the Bylaws and the Policy Manual and any modifications thereto, proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to protect the Association and carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty four (24) hours written notice), without being liable to any Owner, upon any Lot or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium

Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, or in any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Master Covenant, before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.08(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

(i) Parks, parkways or other recreational facilities or structures;

(ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;

(iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar improvements or facilities.

Until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by the Declarant. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and the Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Master Covenant.

(h) Manager. To retain and pay for the services of a person or firm, which may include Declarant or any affiliate of Declarant (the "**Manager**"), to manage and operate the Association, its real or personal property, including any Common Area or Special Common Area, and/or any Service Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, security services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Property.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Board, or the Declarant during the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Service Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of real or personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any

of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.08(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon. All Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon must be approved in advance and in writing by the Declarant during the Development Period.

(p) Relationships with Districts and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, Special Common Area, or Service Area to any District or nonprofit, tax-exempt organization, the operation of which confers some benefit upon the Development, the Association, the Members or Occupants. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the Assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time. The Association may maintain multiple-use facilities within the Development and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

3.09. Common Area and Special Common Area. The Association may acquire, hold, maintain, insure and dispose of any interest in tangible and intangible personal property and real property. Declarant, the City or a District may transfer or convey to the Association interests in real or personal property, including the Facilities (as further defined below) within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of the Declarant, the City, a District, the general public, any third party and/or property not otherwise subject to the terms and provisions of this Master Covenant. Such easements will be accepted by the Association and thereafter will be maintained as Common Area or Special Common Area, as applicable, by the Association for the benefit of the Owners, the Development and/or the general public subject to any restrictions set forth in the deed or other instrument conveying, transferring or assigning such property to the Association. Upon Declarant's written request during the Development Period, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of the Declarant. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area and/or the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.10. Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.11. Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.12. Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.08* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Master Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Master Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where

the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.13. Community Services and Systems. The Declarant, or any affiliate of the Declarant with the Declarant's consent, during the Development Period, and the Board, with the Declarant's consent during the Development Period, is specifically authorized, but not required, to install, provide, maintain and furnish, or to enter into contracts with other persons to install, provide, maintain and furnish, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any Owner shall have any interest therein. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any individual or entity. Any or all of the Community Services and Systems may be provided either: (a) directly through the Association and paid for by the Owners as part of the Assessments; or (b) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives any or all of the Community Services and Systems. In the event the Declarant, or any affiliate of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant, or affiliate of the Declarant, may enter into an agreement with the Association with respect to the Community Services and Systems provided. In the event Declarant, or any affiliate of the Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, the Declarant, or the affiliate of the Declarant, may assign any or all of the rights or obligations of the Declarant, or the affiliate of the Declarant, under such contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as the Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. The Declarant and the Association, or any of their respective affiliates, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to any refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems, regardless of whether or not such interruption is caused by reasons within the service provider's control. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant.

3.14. Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or Condominium Units owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless otherwise agreed to in advance and in writing by the Declarant, the Board will be

required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.15. Administration of Common Area, Special Common Area, or Service Area. The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any public agency or District having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area, or by any title insurance company selected by Declarant to insure title to any portion of such areas.

ARTICLE 4
INSURANCE

4.01. Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.02. Restoration Requirements. In the event of any fire or other casualty, the Owner will either: (a) unless otherwise approved by the Easton Park Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to the same exterior condition which existed prior to the damage or destruction thereof, within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (b) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage or destruction. Unless otherwise approved by the Easton Park Reviewer, any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially the same as those originally used in the Improvements which have been damaged or destroyed, as determined by the Easton Park Reviewer, in its sole and absolute discretion. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 4.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Lot or Condominium Unit; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will

not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one half percent (1.5%) per month) will be levied as an Individual Assessment chargeable to the Owner's Lot or Condominium Unit. EACH OWNER HEREBY INDEMNIFIES, RELEASES, AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

4.03. Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.01. Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.09* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon or each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Master Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect

such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

5.02. Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Master Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

5.03. Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget to establish the estimated net expenses of the Association (the "**Annual Budget**") by setting forth: (a) an estimate of expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Master Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which excludes (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments shall be set at such a level which is sufficient to fund the estimated net expenses of the Association as reflected on the Annual Budget, as determined by the Board in its sole and absolute discretion, and such amount shall thereafter be levied against each Lot and Condominium Unit. The Board's determination as to the amount of the Regular Assessments to be levied will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04. Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy Special Assessments whenever, in the Board's sole discretion, such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction,

repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.05. Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the Special Common Area Expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non payment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.06. Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated either: (a) equally among Lots or Condominium Units within the Service Area; (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the benefited Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general fund.

5.07. Individual Assessments. In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner's Lot or Condominium Unit, which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (h) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; and (i) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis.

5.08. Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time Working Capital Assessment to the Association in such amount, if any, as may be determined by the Declarant during the Development Period, and by the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to a Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and the Declarant or the Board, as applicable, is expressly authorized to levy Working Capital Assessments of varying amounts

depending on the size, use and general character of the Lots or Condominium Units then being made subject to such levy. The Association may use the Working Capital Assessments to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Board, as applicable, setting forth the amount of the Working Capital Assessment and the Lot(s) or Condominium Unit(s) to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; or (c) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who is a Homebuilder or a Residential Developer will not be subject to the Working Capital Assessment; however, the Working Capital Assessment will be payable by any Owner who acquires a Lot or Condominium Unit from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (y) acquires a Lot or Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (z) who acquires the Lot or Condominium Unit for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant during the Development Period, or the Board thereafter, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, and not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and the Board thereafter, will have the power to waive the payment of any Working Capital Assessment attributable to any or all Lots or Condominium Units by the Recordation of a waiver notice or in the Notice of Annexation, which waiver may be temporary or permanent.

5.09. Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "Assessment Unit" (as defined in *Section 5.09(b)* below). Unless otherwise provided in this Master Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally among Lots or Condominium Units within the Service Area; (ii) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the Service Area.

(b) Assessment Unit. Each Residential Lot will constitute one (1) "**Assessment Unit**" unless otherwise provided in *Section 5.09(c)*. Each Commercial Lot and Condominium Unit will be allocated that number of "Assessment Units" set forth in the Notice of Annexation attributable to such Commercial Lot or Condominium Unit. Declarant will determine such Assessment Units in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Annexation may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Commercial Lot is

submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time of Recording of the Notice of Annexation. In the event of a modification to the Assessment Units allocated to a Commercial Lot or Condominium Unit, Declarant or the Board, as applicable, will Record an amended Notice of Annexation setting forth the revised allocation of Assessment Units attributable to the Commercial Lot or Condominium Unit.

(c) Residential Assessment Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Annexation. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(c)* will be final, binding and conclusive.

(d) Declarant Exemption. Notwithstanding anything in this Master Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant.

(e) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, or any Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

5.10. Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.11. Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which such Assessments are levied. No Owner may exempt himself or herself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the

highest rate allowed by Applicable Laws (including usury laws) on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1.5% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.12. Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* and all costs of collection, including attorney's fees, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (i) tax and governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an authorized officer of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Master Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Master Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the Lot or Condominium Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release may be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days

since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or Occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Occupant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Master Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a non-Declarant Owner.

5.13. Exempt Property. The following area within the Development will be exempt from the Assessments provided for in this Article:

(a) All area dedicated and accepted by a District or other public authority or governmental or quasi-governmental entity;

(b) The Common Area and the Special Common Area; and

(c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Master Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Master Covenant by the Recording of a Notice of Annexation in accordance with *Section 9.05* below.

5.14. Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees pursuant to the Fine and Enforcement Policy contained in the Policy Manual. Any fine and/or charge for damage levied in accordance with this *Section 5.14* shall be considered an Individual Assessment pursuant to this Master Covenant.

Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements caused by the Owner, Occupant, or the Owner's or Occupant's guests, agents, or invitees. The Manager shall have authority to send notices to Owners informing them of the alleged violations and asking the Owners to comply with the Documents, and/or informing the Owners of potential or probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against an Owner is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Master Covenant. Unless otherwise provided in this *Section 5.14*, the fine and/or damage charge shall be considered an Assessment for the purpose of this Article and shall be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5.*

5.15. Community Enhancement Fee. Upon the Recordation of one or more Notices of Annexation pursuant to *Section 9.05* below, portions of the Property shall also be made subject to the Community Enhancement Covenant which shall be Recorded by Declarant to authorize the Association to levy, collect and administer the "**Community Enhancement Fee**" (as defined in the Community Enhancement Covenant) for the purpose of organizing, funding and administering such community-building activities, services, programs and capital improvements and other infrastructure as the Board deems necessary, desirable, and appropriate. Unless excluded under the terms and conditions of the Community Enhancement Covenant, the Community Enhancement Fee shall be payable by the new Owner to the Association upon each transfer of a Lot or Condominium Unit, the maximum amount of and the other terms and conditions for which are set forth in the Community Enhancement Covenant. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association, which Community Enhancement Fee may be levied and secured by the continuing lien on the Lot or Condominium Unit and may be charged and enforced in the same manner as any other Assessment and Assessment lien arising under this *Article 5*.

ARTICLE 6
EASTON PARK REVIEWER

6.01. Architectural Control By Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Easton Park Reviewer is Declarant or its designee. No Improvements constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 6* and are not required to be approved by the Easton Park Reviewer.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting upon an application for

approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, designate one or more persons from time to time to act on its behalf and may delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (x) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (y) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

6.02. Architectural Control by Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "**ACC**") will assume jurisdiction over architectural control and will have the powers of the Easton Park Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.03. Prohibition of Construction, Alteration and Improvement.

(a) Construction of Improvements. No Improvements shall be constructed, and no addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur, unless approved in advance and in writing by the Easton Park Reviewer. The Easton Park Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Development.

(b) Improvements Not Within Ordinary Public View. Notwithstanding anything to the contrary as set forth above, unless otherwise provided in the Design Guidelines, an Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of any Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such Improvements and activities are not within Ordinary Public View.

(c) Preliminary Regulatory Approval. If an Owner is required to obtain and is granted a Preliminary Regulatory Approval pursuant to *Section 2.01(c)* above, no Improvements may be constructed in accordance with any permit or approval otherwise granted by the applicable regulatory authority until the Owner has submitted to the Easton Park Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Easton Park Reviewer issues a written notice to proceed in compliance with such approval (the "**Notice to Proceed**").

6.04. Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Easton Park Reviewer together with any review fee which is imposed by the Easton Park Reviewer in accordance with *Section 6.04(b)*. No plat, re subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Easton Park Reviewer. The Easton Park Reviewer reserves the right to adopt preconditions or requirements for the approval of contractors proposed by the Owner to construct the Improvements. The Easton Park Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Easton Park Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Easton Park Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Easton Park Reviewer, in its sole discretion, may require. Site plans must be approved by the Easton Park Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Easton Park Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Easton Park Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Covenant, the Easton Park Reviewer may issue an approval to a Homebuilder or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Master Covenant.

(b) Design Guidelines. The Easton Park Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development; provided, however, that Declarant will have no obligation to

establish Design Guidelines for the Property, the Development, or any portion thereof. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Master Covenant, the terms and provisions of this Master Covenant will control. In addition, the Easton Park Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Covenant. Such charges will be held by the Easton Park Reviewer and used to defray the administrative expenses and any other costs incurred by the Easton Park Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Easton Park Reviewer will be distributed to the Association at the end of each calendar year. The Easton Park Reviewer will not be required to review any plans until a complete submittal package, as required by this Master Covenant and the Design Guidelines, is assembled and submitted to the Easton Park Reviewer. The Easton Park Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Easton Park Reviewer as provided herein, and the Easton Park Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Easton Park Reviewer, in its sole and absolute discretion, may grant variances from compliance with any of the provisions of the Documents. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by the Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Easton Park Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of any of the provisions of the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular Lot or Condominium Unit, or portion thereof, or Improvement thereon or therein, and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Easton Park Reviewer of any final plans and specifications, and any variances granted by the Easton Park Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Easton Park Reviewer, and the Easton Park Reviewer will have the authority to re-evaluate such plans

and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Easton Park Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Easton Park Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Easton Park Reviewer.

(g) Non Liability of Easton Park Reviewer. NEITHER THE DECLARANT, THE BOARD NOR THE EASTON PARK REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE EASTON PARK REVIEWER'S DUTIES UNDER THIS MASTER COVENANT.

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Master Covenant and the Bylaws of the Association.

7.01. Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates)(thereby becoming an "**Eligible Mortgage Holder**")), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02. Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03. Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien Mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE 8
EASEMENTS AND DISCLOSURES

8.01. Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Master Covenant are incorporated herein by reference and made a part of this Master Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Specifically, and not by way of limitation, the Property is subject to the terms and provisions of the Prior Declaration. **EACH OWNER IS ADVISED TO REVIEW THE PRIOR DECLARATION TO ENSURE STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.** This Master Covenant is not intended to modify the terms and provisions of the Prior Declaration and, to the extent of any conflict between any of the other Documents and the Prior Declaration, the terms and provisions of the Prior Declaration will control. Declarant reserves the right to relocate, make changes in, and additions to said dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances, reservations and other grants for the purpose of developing the Property and the Development.

8.02. Common Area or Special Common Area Right of Ingress and Egress. Declarant, its agents, employees, successors and designees will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development.

8.03. Bulk Rate Services; Community Services and Systems Easement. The Development shall be subject to a perpetual non-exclusive easement for the installation, maintenance and repair, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly install, provide, maintain and furnish Community Services and Systems and the facilities pertinent and necessary to the same, and provide and maintain services available through any Bulk Rate Contract, which easement shall run in favor of Declarant and the Association.

8.04. Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (c) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this *Section 8.04*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.05. Subdivision Entry and Fencing Easement. Declarant reserves for itself and the Association, a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

8.06. Landscape, Monumentation and Signage Easement. Declarant hereby reserves an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

8.07. Easement for Maintenance of Drainage Facilities. Pursuant to the Prior Declaration, Declarant has granted an easement to the Pilot Knob MUD No. 3, the City and the Owners for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of certain drainage facilities that convey and receive stormwater runoff on the Property, as more particularly described therein. From time to time, Declarant may impress upon certain portions of the Development, the Property, and any other property owned by Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of other drainage facilities that convey and receive stormwater runoff as set forth in one or more amendments to the Prior Declaration, additional declarations, agreements or other written instruments as the same shall be recorded in the Official Public Records of Travis County, Texas.

8.08. Shared Amenities and Reciprocal Easements. Certain portions of the Property or adjacent or nearby land (the "**Other Development**") may be developed for commercial uses and made subject to a separate commercial covenant and governed by a separate set of covenants, conditions, restrictions, limitations, and/or easements regarding commercial uses which may also be governed by a separate commercial property owners association (the "**Other Association**"). The owners within the Other Development, the members of the Other Association, and/or the Other Association (the "**Other Beneficiaries**") may share certain facilities and amenities, including roadways, parkland, drainage improvements, signage, monumentation, open space and/or landscaping (the "**Shared Facilities and Amenities**") with the Members and the Association. Declarant reserves the right to grant and convey easements to the Other Beneficiaries over and across Common Area or any portion of the Development which may be necessary or required to utilize and/or maintain the Shared Facilities and Amenities; provided, however, that such easements may in no event unreasonably interfere with use of the Development or the Owner(s) thereof. Declarant reserves the right to (a) grant the Other Beneficiaries the right to access and/or use the Shared Facilities and Amenities, as applicable, located within the Development; (b) obligate the Other Beneficiaries to participate in performing the maintenance of the Shared Facilities and Amenities; (c) require the Other Beneficiaries to share in the expenses associated with the use and maintenance of the Shared Facilities and Amenities; and (d) enter into with the Other Beneficiaries or cause the Association to enter into an agreement with the Other Beneficiaries (i) to govern the rights and responsibilities of the Members, the Association, and the Other Association in regard to use and maintenance of the Shared Facilities and Amenities, (ii) to allocate costs for the

operation, maintenance and reserves for the Shared Facilities and Amenities and (iii) to grant reciprocal easements for access and use of the Shared Facilities and Amenities (the "**Cost and Use Sharing Agreement**"). Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee allocated under the Cost and Use Sharing Agreement to the Association as an Assessment to be levied and secured by a continuing lien on the Lot or Condominium Unit in the same manner as any other Assessment and Assessment lien arising under *Article 5* of this Master Covenant.

8.09. Easement for Special Events. The Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area and Special Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities; and other activities of general community interest at such locations and times as the Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Master Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and any Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement

8.10. Drainage, Detention and Water Quality Facilities Easement. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds or related improvements, which serve all or a portion of the Development, the Property, or additional land (collectively, the "**Facilities**"). Declarant hereby reserves a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair, or replacement of the Facilities (the "**Facilities Easement**"). Declarant may designate the Facilities as Common Area or Special Common Area by Recording a written notice identifying the particular Facilities and shall describe the Facilities Easement reserved herein. Declarant may also dedicate all or a portion of the Facilities to the City or to a District or other governmental or quasi-governmental authority (which may include a designation of or retention of maintenance responsibilities to or by the Association), or convey or transfer or cause to be conveyed or transfer all or any portion of the Facilities to the Association to be maintained or and otherwise held as Common Area, Special Common Area, or a Service Area for the benefit of the Development, the Owners and/or the general public. If the Facilities are designated, dedicated, or conveyed or transferred, or if maintenance responsibility is reserved for or by the Association, the Association shall maintain and operate the Facilities in accordance with Applicable Law and the PUD, and in accordance with any requirements of the City, any applicable District or other governmental or quasi-governmental authority to which the Facilities have been dedicated.

8.11. View Impairment. Neither the Declarant, the Easton Park Reviewer, the ACC, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, Common Area, Special Common Area, or any open space within the Development will be preserved without impairment. The Declarant, the Easton Park Reviewer, the ACC and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

8.12. Safety and Security. Each Owner and Occupant of a Lot or Condominium Unit, and his or her respective guests and invitees, shall be responsible for his or her own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board and committees, and the Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

8.13. Public Use Improvements. Certain Improvements, physical assets, and areas within the Property will be open for the use and enjoyment of the public and may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

8.14. Planned Unit Development. The Property and the Development is subject to the terms and provisions of the PUD, which may be subject to future modifications or additions from time to time. Acceptance of an interest in or title to a Lot or Condominium Unit located within the Development, whether or not it is so expressed in the instrument of conveyance, shall constitute acquiescence by the Owner of such Lot or Condominium Unit to the applicability of the PUD, and any such future modifications or additions thereto as may be approved from time to time by the City.

8.15. Stormwater Runoff. From time to time, Declarant may grant easements to a District, the City and/or the Owners for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of the Facilities or certain other drainage facilities that may be constructed in order to convey and receive stormwater runoff from and to the Property. From time to time, Declarant may impress upon certain portions of the Development, the Property, and any other property owned by Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of other drainage facilities that convey and receive stormwater runoff from and to the Development, the Property, and any other property owned by Declarant, as set forth in one or more declarations, agreements, or other Recorded written instruments.

ARTICLE 9
DEVELOPMENT RIGHTS

9.01. Development. It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by the Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Neighborhoods, Voting Groups, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development and Property. As each area of the Development is conveyed, developed or dedicated, Declarant may Record

one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

9.02. Special Declarant Rights. Notwithstanding any provision of this Master Covenant to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (b) to maintain Improvements upon Lots, Common Area, or Special Common Area as sales, model, management, business and construction offices; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.03. Addition of Land. Declarant may, at any time and from time to time, add additional land to the Property and, upon the Recording of a notice of addition of land (as set forth below), such land will be considered part of the Property for purposes of this Master Covenant, and upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* below, such added land will be considered part of the Development and be subject to this Master Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Master Covenant will be the same with respect to such added land as with respect to the land originally covered by this Master Covenant. Such added land need not be contiguous to the Property. To add land to the Property, Declarant shall Record a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

(a) A reference to this Master Covenant, which reference will state the document number or volume and page wherein this Master Covenant is Recorded;

(b) A statement that such land will be considered Property for purposes of this Master Covenant, and that upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* of this Master Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Master Covenant will apply to the added land; and

(c) A legal description of the added land.

9.04. Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw any land from the Property or the Development, and remove and exclude from the burden of this Master Covenant and the jurisdiction of the Association any portion of the Development so withdrawn. Upon any such withdrawal and removal, this Master Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw land from the Development, Declarant shall Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;

(b) A statement that the provisions of this Master Covenant will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

9.05. Notice of Annexation. Upon Recording, this Master Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Master Covenant and any applicable Development Area Declaration. This Master Covenant and any applicable Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Annexation legally describing such applicable Property and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Master Covenant and any applicable Development Area Declaration. To be effective, a Notice of Annexation must be executed by Declarant, and the portion of the property included in the Notice of Annexation need not be owned by the Declarant. Declarant may also cause a Notice of Annexation to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Master Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Annexation may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Master Covenant applicable to a portion of the Property, Declarant shall Record a Notice of Annexation containing the following provisions:

(a) A reference to this Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;

(b) If applicable, a reference to the Recorded Development Area Declaration applicable to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property);

(c) A statement that all of the provisions of this Master Covenant will apply to such portion of the Property;

(d) A legal description of such portion of the Property; and

(e) If applicable, a description of any Special Common Area or Service Area which benefits such portion of the Property, and the beneficiaries of such Special Common Area or Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT AND THIS MASTER COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PROPERTY AND REFERENCING THIS MASTER COVENANT HAS BEEN RECORDED.

9.06. Notice of Plat Recordation. Declarant may, at any time and from time to time, Record a Notice of Plat Recordation to clearly identify specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a Residential Lot on such Plat, shall be automatically withdrawn from

the terms and provisions of this Master Covenant (without the necessity of complying with the withdrawal provisions set forth in this Section). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Master Covenant.

9.07. Designation of Neighborhood. Declarant may, at any time and from time to time, file a designation of neighborhood (a "**Designation of Neighborhood**") assigning portions of the Development to a specific Neighborhood. Upon the Recording of a Designation of Neighborhood, such portion of the Development shall be considered part of the Neighborhood to which it is designated. To assign portions of the Development to a specific Neighborhood, Declarant shall Record a Designation of Neighborhood containing the following provisions:

(a) A reference to this Master Covenant, which reference shall state the document number or volume and page number wherein this Master Covenant is Recorded;

(b) An identification of the Neighborhood applicable to such portion of the Development and a statement that such portion of the Development will be considered part of such Neighborhood for purposes of this Master Covenant; and

(c) A legal description of the designated portion of the Development.

9.08. Assignment of Declarant's Rights. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

ARTICLE 10
GENERAL PROVISIONS

10.01. Term. Upon the Recording of a Notice of Annexation pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Master Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Master Covenant is Recorded, and continuing through and including January 1, 2066, after which time this Master Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 10.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting his or her vote individually. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Master Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this instrument, descendants of Elizabeth II, Queen of England.

10.02. Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Master Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

10.03. Amendment. This Master Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 10.03*, it being understood and agreed that any amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

10.04. Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Master Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Master Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS

10.05. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Master Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.06. Higher Authority. The terms and provisions of this Master Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Master Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.07. Severability. If any provision of this Master Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Master Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.08. Conflicts. If there is any conflict between the provisions of this Master Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Master Covenant will govern.

10.09. Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

10.10. Acceptance by Grantees. Each grantee of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Master Covenant or to whom this Master Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Master Covenant were recited and stipulated at length in each and every deed of conveyance.

10.11. Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.11(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair such damage or destruction. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information is made available to the Association.

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Special Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.12. No Partition. Except as may be permitted in this Master Covenant or any amendments hereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Master Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Master Covenant.

10.13. Notices. Any notice permitted or required to be given to any person by this Master Covenant will be in writing and may be delivered either personally or by mail, or as otherwise provided in this Master Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, CFO

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 23 day of February, 2016, by Chad Matheson, CFO of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

EXHIBIT "A"

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

557.187 ACRES

OVERALL 557.672 ACRES
SAVE AND EXCEPT 0.485 ACRES

A DESCRIPTION OF 557.672 ACRES IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 138.540 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MARCH 2, 2007 AND RECORDED IN DOCUMENT NO. 2007038642 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 20.807 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED JANUARY 3, 2007 AND RECORDED IN DOCUMENT NO. 2007003159 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF AN 81.018 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 12, 2006 AND RECORDED IN DOCUMENT NO. 2006246454 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 103.415 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED NOVEMBER 20, 2006 AND RECORDED IN DOCUMENT NO. 2006224021 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 167.748 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 13, 2006 AND RECORDED IN DOCUMENT NO. 2006241307 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 42.556 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MAY 16, 2008 AND RECORDED IN DOCUMENT NO. 2008083861 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 20.005 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JOHN T. HALDENSTEIN AND JOSHUA N. HALDENSTEIN, DATED DECEMBER 14, 2000 AND RECORDED IN DOCUMENT NO. 2000203669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 198.302 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 20, 2006 AND RECORDED IN DOCUMENT NO. 2006244772 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 232.233 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JONA ACQUISITION INC., DATED JANUARY 8, 2009 AND RECORDED IN DOCUMENT NO. 2009003190 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 37.390 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 30, 2008 AND RECORDED IN DOCUMENT NO. 2008179828 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF COLTON BLUFF SPRINGS ROAD (APPARENT RIGHT-OF-

WAY WIDTH VARIES), AND ALL OF A 67.339 ACRE ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007204509 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 557.672 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found for an interior ell corner in the north line of said 138.540 acre tract, same being an angle point in the south line of a 380.080 acre tract described in a deed to Ernest Collins and Floretta Collins, recorded in Volume 12791, Page 11 of the Real Property Records of Travis County, Texas;

THENCE crossing said 138.540 acre tract, said 20.807 acre tract, Colton Bluff Springs Road, said 81.018 acre tract, said 103.415 acre tract, said 167.748 acre tract, said 42.558 acre tract, said 20.005 acre tract, said 198.302 acre tract, said 232.233 acre tract, and said 37.390 acre tract, the following thirty (30) courses and distances:

1. South 27°05'52" West, a distance of 3.20 feet to a calculated point;
2. South 47°34'32" East, a distance of 42.94 feet to a calculated point;
3. With a curve to the left, having a radius of 2002.94 feet, a delta angle of 22°31'58", an arc length of 787.70 feet, and a chord which bears South 58°50'31" East, a distance of 782.64 feet to a calculated point;
4. South 19°53'30" West, a distance of 342.26 feet to a calculated point;
5. With a curve to the left, having a radius of 499.99 feet, a delta angle of 41°14'55", an arc length of 359.95 feet, and a chord which bears South 00°43'58" East, a distance of 352.23 feet to a calculated point;
6. South 21°21'01" East, a distance of 1149.03 feet to a calculated point;
7. With a curve to the right, having a radius of 800.00 feet, a delta angle of 04°05'43", an arc length of 57.18 feet, and a chord which bears South 19°18'34" East, a distance of 57.17 feet to a calculated point;
8. South 27°06'32" West, a distance of 1006.99 feet to a calculated point;
9. North 62°55'07" West, a distance of 393.93 feet to a calculated point;
10. South 27°04'42" West, a distance of 1090.01 feet to a calculated point;
11. South 62°55'07" East, a distance of 393.35 feet to a calculated point;
12. South 27°05'07" West, a distance of 1284.12 feet to a calculated point;

13. South 27°11'27" West, a distance of 450.14 feet to a calculated point;

14. With a curve to the left, having a radius of 1399.96 feet, a delta angle of 31°05'54", an arc length of 759.86 feet, and a chord which bears North 77°33'02" West, a distance of 750.56 feet to a calculated point;

15. South 86°54'01" West, a distance of 948.14 feet to a calculated point;

16. With a curve to the right, having a radius of 1399.96 feet, a delta angle of 31°17'38", an arc length of 764.63 feet, and a chord which bears North 77°27'10" West, a distance of 755.16 feet to a calculated point;

17. North 61°48'21" West, a distance of 1135.34 feet to a calculated point;

18. North 28°11'39" East, a distance of 910.01 feet to a calculated point;

19. With a curve to the right, having a radius of 431.98 feet, a delta angle of 53°14'32", an arc length of 401.42 feet, and a chord which bears North 58°50'30" East, a distance of 387.13 feet to a calculated point;

20. North 16°01'51" West, a distance of 256.62 feet to a calculated point;

21. With a curve to the left, having a radius of 606.85 feet, a delta angle of 50°15'23", an arc length of 532.29 feet, and a chord which bears North 37°39'34" West, a distance of 515.39 feet to a calculated point;

22. North 62°55'18" West, a distance of 292.66 feet to a calculated point;

23. With a curve to the right, having a radius of 1466.51 feet, a delta angle of 180°00'00", an arc length of 4607.17 feet, and a chord which bears North 27°04'42" East, a distance of 2933.02 feet to a calculated point;

24. South 62°55'18" East, a distance of 292.66 feet to a calculated point;

25. With a curve to the left, having a radius of 606.85 feet, a delta angle of 50°15'23", an arc length of 532.29 feet, and a chord which bears South 88°11'02" East, a distance of 515.39 feet to a calculated point;

26. North 70°11'14" East, a distance of 260.49 feet to a calculated point;

27. With a curve to the right, having a radius of 428.50 feet, a delta angle of 57°46'46", an arc length of 432.12 feet, and a chord which bears North 02°55'38" West, a distance of 414.04 feet to a calculated point;

28. North 25°57'45" East, a distance of 891.49 feet to a calculated point;

29. With a curve to the right, having a radius of 750.00 feet, a delta angle of 16°27'44", an arc length of 215.49 feet, and a chord which bears North 34°11'36" East, a distance of 214.75 feet to a calculated point;

30. North 42°25'28" East, a distance of 130.83 feet to a calculated point in the common line of said 138.540 acre tract and said 380.080 acre tract, from which a 3/4" iron pipe found for an angle point in said common line bears North 47°34'32" West, a distance of 1131.25 feet;

THENCE South 47°34'32" East, with said common line, a distance of 1475.59 feet to the **POINT OF BEGINNING**, containing 557.672 acres of land, more or less.

SAVE AND EXCEPT 0.485 ACRES:

BEING ALL OF A 21,064 SQUARE FOOT TRACT DESCRIBED IN A WARRANTY DEED AND ACCESS EASEMENT TO CREEDMOOR-MAHA WATER SUPPLY CORPORATION, DATED MAY 24 1999 AND RECORDED IN DOCUMENT NO. 1999070566 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS; SAID 0.485 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the south corner of said 21,064 square foot tract, same being an angle point in the southwest line of said 232.233 acre tract, also being in the northeast line of said 37.390 acre tract;

THENCE North 62°15'58" West, with the southwest line of said 21,064 square foot tract, same being the northeast line of said 37.390 acre tract, a distance of 84.16 feet to a 1/2" rebar with Chaparral cap found for the west corner of said 21,064 square foot tract, same being an angle point in the southwest line of said 232.233 acre tract;

THENCE with the common line of said 21,064 square foot tract and said 232.233 acre tract, the following three (3) courses and distances:

1. North 27°03'32" East, a distance of 251.09 feet to a 1/2" rebar found;

2. South 62°00'51" East, a distance of 84.16 feet to a 1/2" rebar found;

3. South 27°03'32" West, a distance of 250.72 feet to the **POINT OF BEGINNING**, containing 0.485 acres of land, more or less.

Based on surveys made on the ground by Chaparral from May 2006 through July 29, 2008. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 500-001-BD-EX2.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

9/13/2010

Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 5848

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

644.135 ACRES

OVERALL 648.268 ACRES
SAVE AND EXCEPT 4.133 ACRES

A DESCRIPTION OF 648.268 ACRES IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, BEING ALL OF AN 16.810 ACRE TRACT AND A REMAINDER OF A 37.306 ACRE TRACT BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 26, 2006 AND RECORDED IN DOCUMENT NO. 2006209327 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 2820 SQUARE FOOT TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO CARMA EASTON INC., DATED DECEMBER 22, 2009 AND RECORDED IN DOCUMENT NO. 2009210291 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A REMAINDER OF A 2.6891 ACRE TRACT DESCRIBED IN A STREET DEDICATION TO THE PUBLIC, DATED JUNE 24, 1986 AND RECORDED IN VOLUME 9769, PAGE 506 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 6.934 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 26, 2006 AND RECORDED IN DOCUMENT NO. 2006209330 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF AN 82.844 ACRE TRACT AND A 25.735 ACRE TRACT BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED JANUARY 3, 2007 AND RECORDED IN DOCUMENT NO. 2007003159 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF AN 89.256 ACRE TRACT AND A 2.731 ACRE TRACT BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED JULY 9, 2007 AND RECORDED IN DOCUMENT NO. 2007126375 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, REMAINDERS OF A 61.071 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007204509 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 138.540 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MARCH 2, 2007 AND RECORDED IN DOCUMENT NO. 2007038642 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 198.302 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 20, 2006 AND RECORDED IN DOCUMENT NO. 2006244772 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 232.233 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JONA ACQUISITION INC., DATED JANUARY 8, 2009 AND RECORDED IN DOCUMENT NO. 2009003190 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, All OF AN 8.282 ACRE TRACT DESCRIBED IN A

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JONA ACQUISITION INC., DATED JANUARY 8, 2009 AND RECORDED IN DOCUMENT NO. 2009003078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 42.558 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MAY 16, 2008 AND RECORDED IN DOCUMENT NO. 2008083861 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 20.005 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JOHN T. HALDENSTEIN AND JOSHUA N. HALDENSTEIN, DATED DECEMBER 14, 2000 AND RECORDED IN DOCUMENT NO. 2000203669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF LOT A HARRY REININGER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 65, PAGE 47 OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, CONVEYED TO JOHN HALDENSTEIN & RUTH HALDENSTEIN IN WARRANTY DEED WITH VENDOR'S LIEN, DATED SEPTEMBER 29, 2000 AND RECORDED IN DOCUMENT NO. 2000161977 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, A PORTION OF A 37.390 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 30, 2008 AND RECORDED IN DOCUMENT NO. 2008179828 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF COLTON BLUFF SPRINGS ROAD (APPARENT RIGHT-OF-WAY WIDTH VARIES); SAID 648.268 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest corner of said 89.256 acre tract, same being the east corner of a 6.997 acre tract described in a deed to Fleming Brothers Holding, recorded in Document No. 2006063521 of the Official Public Records of Travis County, Texas, also being in the southwest line of Myrtle – 29 Ac., D .G. Collins Estate, a subdivision of record in Volume 3, Page 220 of the Plat Records of Travis County, Texas;

THENCE South 48°06'08" East, with the northeast line of said 89.256 acre tract, same being the southwest line of said Myrtle – 29 Ac., and the southwest line of said John B. 18 Ac., D. G. Collins Estate, a distance of 1231.54 feet to a 1/2" rebar found in the south line of said John B. 18 Ac., for the northeast corner of said 89.256 acre tract, same being the northwest corner of said 82.844 acre tract;

THENCE South 48°20'11" East, with the northeast line of said 82.844 acre tract, same being the southwest line of said John B. 18 Ac., the southwest line of John B. 11.50 Ac., D. G. Collins Estate, and the southwest line of a 52.418 acre tract described in a deed to Ernest B. Collins and Floretta F. Collins, recorded in Document No. 2004080843 of the Official Public Records of Travis County, Texas, a distance of 1354.84 feet to a 1/2" rebar found in the southwest line of said 52.418 acre tract, for the northeast corner of said 82.844 acre tract, same being the northwest corner of a 2.899 acre tract described in a deed to Ernest B. Collins and Floretta F. Collins, recorded in Document No. 2004080843 of the Official Public Records of Travis County, Texas;

THENCE with the east line of said 82.844 acre tract, same being the west line of said 2.899 acre tract, the following four (4) courses and distances:

1. South 27°02'48" West, a distance of 87.42 feet to a 1/2" rebar with Chaparral cap found;

2. South 28°05'48" West, a distance of 57.15 feet to a 1/2" rebar with Chaparral cap found;

3. South 26°28'48" West, a distance of 262.67 feet to a 1/2" rebar with Chaparral cap found;

4. South 26°58'48" West, a distance of 2126.73 feet to a 1/2" rebar found in the north right-of-way line of Colton Bluff Springs Road, for the southeast corner of said 82.844 acre tract, same being the southwest corner of said 2.899 acre tract;

THENCE South 63°34'23" East, with the north right-of-way line of Colton Bluff Springs Road, same being the southwest line of said 2.899 acre tract, a distance of 49.99 feet to a 1/2" rebar found for the southeast corner of said 2.899 acre tract, same being the southwest corner of said 61.071 acre tract;

THENCE with the west line of said 61.071 acre tract, same being the east line of said 2.899 acre tract, the following four (4) courses and distances:

1. North 26°59'53" East, a distance of 2127.41 feet to a calculated point;

2. North 26°29'46" East, a distance of 262.27 feet to a calculated point;

3. North 28°06'46" East, a distance of 56.92 feet to a calculated point;

4. North 27°03'46" East, a distance of 74.01 feet to a 1/2" rebar found for the northwest corner of said 61.071 acre tract, same being the northeast corner of said 2.899 acre tract, also being in the southwest line of said 52.418 acre tract;

THENCE South 47°55'49" East, with the northeast line of said 61.071 acre tract, same being the southwest line of said 52.418 acre tract, a distance of 467.09 feet to a 1/2" rebar found for the southeast corner of said 52.418 acre tract, same being the southwest corner of a 26.57 acre tract described in a deed to Talfred Collins and Ella Lee Collins, recorded in Volume 2814, Page 127 of the Deed Records of Travis County, Texas;

THENCE South 46°39'23" East, continuing with the northeast line of said 61.071 acre tract, same being the southwest line of said 26.57 acre tract and the southwest line of a 29.02 acre tract described in a deed to Ernest B. Collins and Floretta F. Collins, recorded in Volume 7967, Page 611 of the Deed Records of Travis County, Texas, a distance of 600.09 feet to a 5/8" rebar found for the southeast corner of said 29.02 acre

tract, same being the northwest corner of a 0.264 acre tract described in a deed to the City of Austin, recorded in Document No. 2010005414 of the Official Public Records of Travis County, Texas, also being an angle point in the west line of a 380.080 acre tract described in a deed to Ernest Collins and Floretta Collins, recorded in Volume 12791, Page 11 of the Real Property Records of Travis County, Texas;

THENCE South 27°09'17" West, crossing said 61.071 acre tract, with the west line of said 0.264 acre tract, a distance of 204.33 feet to a 1/2" rebar with Landmark cap found for the southwest corner of said 0.264 acre tract, same being the northwest corner of a 0.392 acre tract described in a deed to the City of Austin, recorded in Document No. 2010005414 of the Official Public Records of Travis County, Texas;

THENCE continuing across said 61.071 acre tract, with the west and south lines of said 0.392 acre tract, the following three (3) courses and distances:

1. South 27°11'22" West, a distance of 105.60 feet to a 1/2" rebar with Landmark cap found;

2. South 26°45'07" West, a distance of 50.71 feet to a 1/2" rebar with Landmark cap found for the southwest corner of said 0.392 acre tract;

3. South 71°13'40" East, a distance of 81.26 feet to a 1/2" rebar with Landmark cap found in the south line of said 0.392 acre tract, for the northwest corner of a 0.624 acre tract described in a deed to the City of Austin, recorded in Document No. 2010005416 of the Official Public Records of Travis County, Texas;

THENCE continuing across said 61.071 acre tract, the following two (2) courses and distances:

1. South 26°39'03" West, with the west line of said 0.624 acre tract, a distance of 899.06 feet to a calculated point for the southwest corner of said 0.624 acre tract;

2. South 47°54'58" East, with the south line of said 0.624 acre tract, a distance of 31.12 feet to a calculated point in the west right-of-way line of Colton Bluff Springs Road, same being the east line of said 61.071 acre tract;

THENCE North 26°38'45" East, with the east line of said 61.071 acre tract, same being the west right-of-way line of Colton Bluff Springs Road, the west line of said 138.540 acre tract, the east line of said 0.624 acre tract and the east line of said 0.392 acre tract, a distance of 1066.13 feet to a 1/2" rebar with Landmark cap found for the northeast corner of said 0.392 acre tract;

THENCE North 70°26'53" West, crossing said 61.071 acre tract, with the north line of said 0.392 acre tract, a distance of 49.62 feet to a calculated point for the southeast corner of said 0.264 acre tract;

THENCE North 27°05'31" East, continuing across said 61.071 acre tract, with the east line of said 0.264 acre tract, a distance of 178.95 feet to a calculated point for the northeast corner of said 0.264 acre tract, same being in the northeast line of said 61.071 acre tract, also being the southwest line of said 380.080 acre tract;

THENCE South 46°39'23" East, with the northeast line of said 61.071 acre tract, same being the southwest line of said 380.080 acre tract, a distance of 49.95 feet to a calculated point for the northeast corner of said 61.071 acre tract, same being an angle point in the southwest line of said 380.080 acre tract;

THENCE South 26°38'45" West, with the east line of said 61.071 acre tract, same being the southwest line of said 380.080 acre tract, a distance of 120.93 feet to a 3/4" iron pipe found for the northwest corner of said 138.540 acre tract;

THENCE with the northeast line of said 138.540 acre tract, same being the southwest line of said 380.080 acre tract, the following two (2) courses and distances:

1. South 47°44'05" East, a distance of 309.95 feet to a 3/4" iron pipe found;

2. South 47°34'32" East, a distance of 1131.25 feet to a calculated point;

THENCE crossing said 138.540 acre tract, Colton Bluff Springs Road, said 198.302 acre tract, said 232.233 acre tract, said 37.390 acre tract, said 42.558 acre tract, said 20.005 acre tract, and said Lot A, the following fourteen (14) courses and distances:

1. South 42°25'28" West, a distance of 130.83 feet to a calculated point;

2. With a curve to the left, having a radius of 750.00 feet, a delta angle of 16°27'44", an arc length of 215.49 feet, and a chord which bears South 34°11'36" West, a distance of 214.75 feet to a calculated point;

3. South 25°57'45" West, a distance of 891.49 feet to a calculated point;

4. With a curve to the left, having a radius of 428.50 feet, a delta angle of 57°46'46", an arc length of 432.12 feet, and a chord which bears South 02°55'38" East, a distance of 414.04 feet to a calculated point;

5. South 70°11'14" West, a distance of 260.49 feet to a calculated point;

6. With a curve to the right, having a radius of 606.85 feet, a delta angle of 50°15'23", an arc length of 532.29 feet, and a chord which bears North 88°11'02" West, a distance of 515.39 feet to a calculated point;

7. North 62°55'18" West, a distance of 292.66 feet to a calculated point;

8. With a curve to the left, having a radius of 1466.51 feet, a delta angle of 180°00'00", an arc length of 4607.18 feet, and a chord which bears South 27°04'42" West, a distance of 2933.02 feet to a calculated point;

9. South 62°55'18" East, a distance of 292.66 feet to a calculated point;

10. With a curve to the right, having a radius of 606.85 feet, a delta angle of 50°15'23", an arc length of 532.29 feet, and a chord which bears South 37°39'34" East, a distance of 515.39 feet to a calculated point;

11. South 16°01'51" East, a distance of 256.62 feet to a calculated point;

12. With a curve to the left, having a radius of 431.98 feet, a delta angle of 53°14'32", an arc length of 401.42 feet, and a chord which bears South 58°50'30" West, a distance of 387.13 feet to a calculated point;

13. South 28°11'39" West, a distance of 910.01 feet to a calculated point;

14. North 61°48'21" West, a distance of 672.64 feet to a calculated point in the west line of said 20.005 acre tract, same being the east line of a 20.022 acre tract conveyed in a deed to Janie Diaz, recorded in Document No. 2006101103, and described in a deed recorded in Document No. 2001200503, both of the Official Public Records of Travis County, Texas;

THENCE North 27°07'27" East, with the west line of said 20.005 acre tract, same being the east line of said 20.022 acre tract, a distance of 1099.13 feet to a 1/2" rebar found for the northwest corner of said 20.005 acre tract, same being the northeast corner of said 20.022 acre tract, also being in the southwest line of said 198.302 acre tract;

THENCE North 63°21'03" West, with the southwest line of said 198.302 acre tract, same being the northeast line of said 20.022 acre tract, a distance of 626.61 feet to a 1/2" rebar found for the southwest corner of said 198.302 acre tract, same being the northwest corner of said 20.022 acre tract, also being in the east line of said 232.233 acre tract;

THENCE South 26°53'42" West, with the east line of said 232.233 acre tract, same being the west line of said 20.022 acre tract, a distance of 1085.47 feet to a calculated point;

THENCE crossing said 232.233 acre tract, the following two (2) courses and distances:

1. With a curve to the right, having a radius of 1490.63 feet, a delta angle of 26°48'48", an arc length of 697.59 feet, and a chord which bears North 52°29'28" West, a distance of 691.24 feet to a calculated point;

2. North 36°26'06" West, a distance of 1284.36 feet to a calculated point in the southwest line of said 232.233 acre tract, same being the northeast line of a 174.4 acre tract described in a deed to Edward J. Gillen and wife, Mildred Gillen, recorded in Volume 1549, Page 268 of the Deed Records of Travis County, Texas;

THENCE with the southwest line of said 232.233 acre tract, same being the northeast line of said 174.4 acre tract, the following four (4) courses and distances:

1. North 27°21'05" East, a distance of 684.48 feet to a 1/2" rebar with Chaparral cap found;

2. North 62°42'32" West, a distance of 500.00 feet to a 4" iron pipe found;

3. North 27°21'05" East, a distance of 784.20 feet to a 1/2" rebar with Chaparral cap found;

4. North 62°42'32" West, a distance of 999.32 feet to a 1/2" rebar with cap stamped 4453 for the west corner of said 232.233 acre tract, same being the southeast corner of a 120.321 acre tract described in a deed to Noble Capital Servicing, LLC, et al., recorded in Document No. 2009151330 of the Official Public Records of Travis County, Texas;

THENCE North 26°58'58" East, with the west line of said 232.233 acre tract, same being the east line of said 120.321 acre tract, a distance of 1437.81 feet to a calculated point for the northwest corner of said 232.233 acre tract, same being the southwest corner of Lot 1, Pittman Addition, a subdivision of record in Volume 76, Page 228 of the Plat Records of Travis County, Texas;

THENCE South 62°59'36" East, with the north line of said 232.233 acre tract, same being the south line of said Lot 1 and the south line of an 11.000 acre tract described in a deed to O. D. McMarion and Ann Sibley, recorded in Document No. 1999100812 of the Official Public Records of Travis County, Texas, a distance of 857.50 feet to a 1/2" iron pipe found for the southeast corner of said 11.000 acre tract, same being the southwest corner of said 8.282 acre tract;

THENCE North 26°58'15" East, with the west line of said 8.282 acre tract, same being the east line of said 11.000 acre tract and the east line of a 5.014 acre tract described in a deed to O. D. McMarion and wife, Ann McMarion, recorded in Document No. 2007145976 of the Official Public Records of Travis County, Texas, a distance of 653.18 feet to a 1/2" rebar with Chaparral cap found in the east line of said 5.014 acre tract, for the northwest corner of said 8.282 acre tract, same being the southwest corner of a remainder of 13.93 acres conveyed in a deed to Tom Stephens and wife, Janice Stephens, recorded in Volume 7496, Page 513, and described in a deed of record in Volume 3329, Page 1038, both of the Deed Records of Travis County, Texas;

THENCE South 63°15'05" East, with the north line of said 8.282 acre tract, same being the south line of said remainder of 13.93 acres, a distance of 648.24 feet to a 1/2" rebar with Chaparral cap found for the northeast corner of said 8.282 acre tract, same being the west line of said 232.233 acre tract, also being the southeast corner of said remainder of 13.93 acres;

THENCE North 43°26'02" East, with the west line of said 232.233 acre tract, same being the east line of said remainder of 13.93 acres, a distance of 538.67 feet to a 1/2" rebar with Chaparral cap found in the south right-of-way line of Colton Bluff Springs Road, for the northwest corner of said 232.233 acre tract, same being the northeast corner of said remainder of 13.93 acres;

THENCE North 32°24'14" East, crossing Colton Bluff Springs Road, a distance of 70.31 feet to a calculated point in the north right-of-way line of Colton Bluff Springs Road, same being the south line of said 82.844 acre tract;

THENCE with the north right-of-way line of Colton Bluff Springs Road, same being the south line of said 82.844 acre tract, the following two (2) courses and distances:

1. North 63°13'10" West, a distance of 197.14 feet to a 1/2" rebar found;

2. North 63°18'06" West, a distance of 703.08 feet to a bolt in concrete found for the southwest corner of said 82.844 acre tract, same being the southeast corner of a 1.0 acre tract described in a deed to Donny Mack Cowan, recorded in Volume 12371, Page 662 of the Real Property Records of Travis County, Texas;

THENCE North 27°09'21" East, with the west line of said 82.844 acre tract, same being the east line of said 1.0 acre tract, a distance of 290.52 feet to a 1/2" rebar found for the northeast corner of said 1.0 acre tract, same being the southeast corner of said 89.256 acre tract;

THENCE with the south line of said 89.256 acre tract, the following eight (8) courses and distances:

1. North 63°01'00" West, with the north line of said 1.0 acre tract, a distance of 150.08 feet to a 1/2" rebar with cap found;

2. South 27°11'15" West, with the west line of said 1.0 acre tract, a distance of 291.18 feet to a 1/2" rebar found in the north right-of-way line of Colton Bluff Springs Road;

3. North 63°15'07" West, with the north right-of-way line of Colton Bluff Springs Road a distance of 508.93 feet to a calculated point;

4. North 62°31'18" West, with the north right-of-way line of Colton Bluff Springs Road, a distance of 175.38 feet to a calculated point for the southeast corner of a

0.18 acre tract conveyed in a deed to Rosemary Elizabeth Schweitzer, recorded in Volume 13011 Page 32 of the Real Property Records of Travis County, Texas, and described as Lot No. 2 in a deed of record in Volume 6057, Page 415 of the Deed Records of Travis County, Texas;

5. North 26°26'47" East, with the east line of said 0.18 acre tract, a distance of 130.76 feet to a calculated point for the northeast corner of said 0.18 acre tract;

6. North 63°01'34" West, with the north line of said 0.18 acre tract and the north line of another 0.18 acre tract conveyed in said deed to Rosemary Elizabeth Schweitzer, recorded in Volume 13011 Page 32 of the Real Property Records of Travis County, Texas, and described as Lot No. 1 in a deed of record in Volume 6057, Page 415 of the Deed Records of Travis County, Texas, a distance of 120.03 feet to a calculated point for the northwest corner of said 0.18 acre tract described as Lot No. 1;

7. South 26°58'40" West, with the west line of said 0.18 acre tract described as Lot No. 1, a distance of 129.50 feet to a calculated point in the north right-of-way line of Colton Bluff Springs Road, for the southwest corner of said 0.18 acre tract described as Lot No. 1;

8. North 62°29'29" West, with the north right-of-way line of Colton Bluff Springs Road, a distance of 564.31 feet to a 1/2" rebar found for the southwest corner of said 89.256 acre tract, same being the southeast corner of said 25.735 acre tract;

THENCE continuing with the north right-of-way line of Colton Bluff Springs Road, the following three (3) courses and distances:

1. North 62°29'18" West, with the south line of said 25.735 acre tract, a distance of 64.03 feet to a 1/2" rebar found for the southwest corner of said 25.735 acre tract, same being the southeast corner of said 2.731 acre tract;

2. North 62°29'18" West, with the south line of said 2.731 acre tract, a distance of 237.84 feet to a 1/2" rebar found for the southwest corner of said 2.731 acre tract, same being the southeast corner of said 37.306 acre tract

3. North 63°23'43" West, with the south line of said 37.306 acre tract, a distance of 420.32 feet to a calculated point;

THENCE crossing said 37.306 acre tract, with the north right-of-way line of Colton Bluff Springs Road, the following two (2) courses and distances:

1. North 27°10'53" East, a distance of 6.63 feet to a calculated point;

2. North 62°49'07" West, a distance of 507.44 feet to a calculated point in the east right-of-way line of McKinney Falls Parkway (right-of-way width varies);

THENCE continuing across said 37.306 acre tract, with the east right-of-way line of McKinney Falls Parkway, the following three (3) courses and distances:

1. North 27°10'53" East, a distance of 424.86 feet to a calculated point;

2. With a curve to the right, having a radius of 11942.50 feet, a delta angle of 00°21'16", an arc length of 73.90 feet, and a chord which bears North 27°21'31" East, a distance of 73.90 feet to a calculated point;

3. North 27°31'58" East, a distance of 771.23 feet to a calculated point in the west line of said 37.306 acre tract, for the south corner of said 2820 square foot tract;

THENCE continuing with the east right-of-way line of McKinney Falls Parkway, the following seven (7) courses and distances:

1. North 28°03'14" East, with the west line of said 2820 square foot tract, a distance of 254.40 feet to a 1/2" rebar with Chaparral cap found for the north corner of said 2820 square foot tract, same being an angle point in the west line of said 37.306 acre tract;

2. North 27°30'59" East, with the west line of said 37.306 acre tract, a distance of 144.75 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of said 37.306 acre tract, same being the southwest corner of said remainder of 2.6891 acres;

3. North 32°40'32" East, with the west line of said remainder of 2.6891 acres, a distance of 159.65 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of said remainder of 2.6891 acres, same being the southwest corner of said 18.810 acres;

4. North 27°32'48" East, with the west line of said 18.810 acre tract, a distance of 696.37 feet to a 1/2" rebar with Chaparral cap found;

5. North 25°38'36" East, continuing with the west line of said 18.810 acre tract, a distance of 302.02 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of said 18.810 acre tract, same being in the southwest line of said 6.934 acre tract;

6. North 48°13'16" West, with the south line of said 6.934 acre tract, a distance of 15.47 feet to a 1/2" rebar with Chaparral cap found for the southwest corner of said 6.924 acre tract;

7. North 27°31'46" East, with the west line of said 6.934 acre tract, a distance of 192.99 feet to a calculated point for the northwest corner of said 6.934 acre tract, same being the southwest corner of a 6.924 acre tract described in a deed to Jose A. Espinosa and Luz A. Espinosa, recorded in Volume 12861, Page 391 of the Real Property Records of Travis County, Texas;

THENCE South 48°13'04" East, with the north line of said 6.934 acre tract, same being the south line of said 6.924 acre tract, a distance of 1617.68 feet to a 1/2" rebar found for the northeast corner of said 6.934 acre tract, same being the southeast corner of said 6.924 acre tract, also being in the west line of said 89.256 acre tract;

THENCE North 28°09'13" East, with the west line of said 89.256 acre tract , same being the east line of said 6.924 acre tract, the east line of a 2 acre tract described in a deed to Erland Burklund, recorded in Volume 6757, Page 601 of the Deed Records of Travis County, Texas, and the east line of said 6.997 acre tract, a distance of 576.68 feet to the **POINT OF BEGINNING**, containing 648.268 acres of land, more or less.

SAVE AND EXCEPT 4.133 ACRES:

BEING ALL OF A 4.132 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO CHERYL LYNNE AND KIEKE BARRON, DATED JANUARY 1, 1985 AND RECORDED IN VOLUME 8971, PAGE 137 OF REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS; SAID 4.133 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" rebar found in the south right-of-way line of Colton Bluff Springs Road, for the northeast corner of said 4.132 acre tract, same being an angle point in the north line of said 232.233 acre tract;

THENCE with the common line of said 4.132 acre tract and said 232.233 acre tract, the following three (3) courses and distances:

1. South 26°46'51" West, a distance of 450.30 feet to a 5/8" rebar found;

2. North 63°15'05" West, a distance of 399.80 feet to a 1/2" rebar with Chaparral cap found;

3. North 26°46'51" East, a distance of 450.30 feet to a calculated point in the south right-of-way line of Colton Bluff Springs Road, for the northwest corner of said 4.132 acre tract, same being an angle point in the north line of said 232.233 acre tract;

THENCE South 63°15'05" East, with the south right-of-way line of Colton Bluff Springs Road, same being the north line of said 4.132 acre tract, a distance of 399.80 feet to the **POINT OF BEGINNING**, containing 4.133 acres of land, more or less.

Based on surveys made on the ground by Chaparral from June 2006 through September 10, 2010. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 500-001-BD-EX3.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

9/17/2010

Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
February 25 2016 10:40 AM
FEE: $ 306.00 **2016027307**

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Dana DeBeauvoir, County Clerk
Travis County, Texas
Dec 19, 2019 12:17 PM Fee: $38.00
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Electronically Recorded

AFTER RECORDING RETURN TO:

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UNOFFICIAL DOCUMENT

EASTON PARK

FIRST AMENDMENT TO AMENDED AND RESTATED MASTER COVENANT

A Master Planned Community
Travis County, Texas

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

FIRST AMENDMENT TO
AMENDED AND RESTATED MASTER COVENANT

This First Amendment to Amended and Restated Master Covenant (this "**Amendment**") is made by **CARMA EASTON LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Declarant previously recorded that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**").

B. Pursuant to *Section 10.03* of the Master Covenant, the Master Covenant may be amended by Declarant, acting alone.

C. Declarant desires to amend the Master Covenant as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends and modifies the Master Covenant as follows:

1. **Administration of Common Area, Special Common Area, or Service Area**. *Section 3.15* of the Master Covenant is deleted in its entirety and replaced with the following:

3.15 **Administration of Common Area, Special Common Area, or Service Area**. The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any public agency or District having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area, or by any title insurance company selected by Declarant to insure title to any portion of such areas. Notwithstanding anything to the contrary in the Documents, each Owner, Mortgagee, or third party (other than a governmental or quasi-governmental agency having regulatory jurisdiction) (the "**Third Party**") claiming legal and equitable interest in the Common Area or the Special Common Area, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, hereby grants the Declarant or the Association, as applicable, the right, but not the duty, to enter into and/or execute on behalf of such Owner, Mortgagee, or Third Party claiming legal and equitable interest in the Common Area or the Special Common Area, any agreement, document, easement, amendment, or supplement reasonably necessary

for the proper operation of the Common Area, the Special Common Area, or the Development, or which may be required by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or the Special Common Area or the Development, or by any title insurance company selected by the Declarant or the Association to insure title to any portion of the Common Area or the Special Common Area.

2. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

Unofficial Document

EXECUTED to be effective the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Printed Name: Chad Matheson
Title: Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 19th day of December, 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED 2016027353

TRV 25 PGS

AFTER RECORDING RETURN TO:

GreenbergTraurig

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GREENBERG TRAURIG, LLP
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EASTON PARK

AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION

[SINGLE-FAMILY RESIDENTIAL]

A Mixed-Use Master Planned Community
Travis County, Texas

Declarant: CARMA EASTON LLC, a Texas limited liability company

THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THAT CERTAIN EASTON PARK DEVELOPMENT AREA DECLARATION *[RESIDENTIAL]* RECORDED AS DOCUMENT NO. 2015031137, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED.

Cross reference to Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas.

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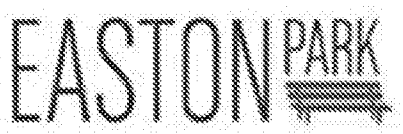

AMENDED AND RESTATED
DEVELOPMENT AREA DECLARATION
[SINGLE-FAMILY RESIDENTIAL]

This Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* (the "**Development Area Declaration**") is made by **CARMA EASTON LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

R E C I T A L S:

A. Declarant previously executed and recorded that certain Easton Park Master Covenant, recorded as Document No. 2015030792, Official Public Records of Travis County, Texas, as amended by that First Amendment to the Master Covenant, recorded as Document 2015192016, Official Public Records of Travis County, Texas (collectively, the "**Original Master Covenant**"). Declarant amended and restated the Original Master Covenant with that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**").

B. Pursuant to the Original Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Original Master Covenant, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Master Covenant.

C. Declarant previously executed and recorded that certain Easton Park Development Area Declaration *[Residential]*, recorded as Document No. 2015031137, Official Public Records of Travis County, Texas, as amended by that First Amendment to the Development Area Declaration, recorded as Document 2015192017, Official Public Records of Travis County, Texas (collectively, the "**Original Development Area Declaration**").

D. Portions of the Property were made subject to the Original Master Covenant and the Original Development Area Declaration upon the Recording of that certain Notice of Applicability [Residential] Section 1A, recorded under Document No. 2015091611 in the Official Public Records of Travis County, Texas (**"Prior Notice of Annexation"**). Upon Recordation, the portions of the Property described in such Prior Notice of Annexation became part of the Development (as more fully defined below), and thus governed by and fully subject to the Original Master Covenant and the Original Development Area Declaration.

E. *Section 5.02* of the Original Development Area Declaration provides that it may be amended by Declarant acting alone and unilaterally. Pursuant to *Section 5.02* of the Original Development Area Declaration, and through the Recordation of this Development Area Declaration, Declarant desires to and hereby so does amend and restate the Original Development Area Declaration in its entirety, as set forth in this Development Area Declaration, and upon Recordation of this

Development Area Declaration, those portions of the Property which were already made subject to the Original Development Area Declaration are and shall continue to be encumbered by the terms and conditions of this Development Area Declaration

F. Upon the further Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area**."

A Development Area is a portion of Easton Park which is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Master Covenant.

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the Recording of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; (iii) upon Recording of this Development Area Declaration, all portions of the Property already made subject to the Original Development Area Declaration are and shall continue to be encumbered by the terms and conditions of this Development Area Declaration; and (iv) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Development Area Declaration will have the meanings hereinafter specified:

"**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

"Standby Electric Generator" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven (7) kilowatts.

Any other capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Master Covenant.

ARTICLE 2
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Use Restrictions. The Development Area shall be used solely for single-family residential purposes.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (a) such activity complies with Applicable Law; (b) participating in the business activity is limited to Owners or Occupants of the residence; (c) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.,* no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development Area; (e) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (f) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board; and (g) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant, Residential Developer, or a Homebuilder.

2.02 Rentals. Nothing in this Development Area Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all leases must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Notwithstanding the foregoing, short-term rentals shall be permitted for each Lot for a total of five (5) weeks per year, up to six (6) times per year, for no more than two (2) weeks per short-term rental. All such short-term rentals must be in writing and comply with Applicable Law. Notice of the short-term rental and any rental

agreement, together with such additional information as may be required by the Board, must be remitted to the Association at least three (3) days prior to the commencement of any short-term rental. In addition, the Owner must provide a copy of the Policy Manual and/or any Rules of the Association to its short-term renters upon commencement of the short-term rental period.

2.03 Trash Containers. Trash containers and recycling bins must be stored at all times either: (a) inside the garage of the residence; or (b) behind the single-family residence or fence constructed on the Lot in such a manner that the trash container and recycling bin are not visible from Ordinary Public View. The Easton Park Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.04 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible to Ordinary Public View on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (y) in enclosed garages; and (z) behind a fence so as to not be visible from Ordinary Public View is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Easton Park Reviewer shall be permitted.

2.05 Outside Burning. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Easton Park Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

2.06 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in

its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.07 Antennas. The installation of only certain antennas shall be permitted in the Development, as further set forth below.

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc may be erected, maintained or placed on a Lot without the prior written approval of the Easton Park Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Easton Park Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from Ordinary Public View. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least

visible from Ordinary Public View, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible from Ordinary Public View by the Easton Park Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Easton Park Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Easton Park Reviewer from time to time. Please contact the Easton Park Reviewer for the current rules regarding installation and placement.

2.08 Signs. Except for those permitted signs as set forth below or otherwise permitted by Applicable Law, no sign of any kind may be displayed or visible to Ordinary Public View on any Lot without the prior written approval of the Easton Park Reviewer, except for:

(a) Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) Permits. Permits as may be required by Applicable Law;

(d) Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(e) Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (c) the sign must be removed within two (2) business days following the sale or lease of the Lot;

(f) Political Signs. Political signs may be displayed on any Lot provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign

relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.09 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university (**"Permitted Flag"**) and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Permitted Flagpole"**). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Easton Park Reviewer. Approval by the Easton Park Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

(b) Installation and Display. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

2.10 Tanks. Unless otherwise approved in writing by the Easton Park Reviewer, no tanks for any purpose other than swimming pools and residential gas grills may be erected, placed or permitted on any Lot without the advance written approval of the Easton Park Reviewer. All tanks must be screened so not to be visible from any portion of the Development Area.

2.11 Municipal Utility District. Each Owner of a Lot within the Development Area is advised that the Development Area is located within a District known as a MUD (as defined in the Master Covenant). As an Owner of a Lot, you are required to pay the MUD tax rate for water and wastewater service and residential solid waste and recycling services within the MUD, as more fully described on the Form Notice of MUD, attached hereto as Exhibit "A" and incorporated by reference as if more fully stated herein (**"MUD Notice"**). Further, upon the transfer of any Lot within the Development Area, each Owner is required to provide a MUD Notice to any transferee of the Lot.

2.12 Parking. No vehicle may be permanently parked on any road or street within the Development Area unless in the event of an emergency. "Emergency" for purposed of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be define as a vehicle left unattended for more than 30 consecutive minutes. Parking in any alleys is strictly prohibited.

2.13 Maintenance. Each Owner of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.13* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing;

(c) Tree and shrub pruning;

(d) Watering;

(e) Keeping exterior lighting and mechanical facilities in working order;

(f) Keeping lawn and garden areas alive, free of weeds, and attractive;

(g) Keeping planting beds free from turf grass;

(h) Keeping sidewalks and driveways in good repair;

(i) Complying with all Applicable Law;

(j) Repainting of Improvements; and

(k) Repair of exterior damage, and wear and tear to Improvements.

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Easton Park Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Easton Park Reviewer has adopted Design Guidelines applicable to the Development Area. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Easton Park Reviewer as authorized by the Master Covenant.

3.02 City of Austin Development and Construction Standards. The construction of a residence within the Development Area shall be constructed in a manner to achieve a rating of two stars or greater under the Austin Energy Green Building Program, or sufficient to achieve a reasonably equivalent rating under another program approved by the City. Any and all toilets, bathroom sink faucets, showers heads and irrigation system components located on a Lot shall be required to be labeled as meeting the standards of the EPA WaterSense Program, or a comparable program approved by the City. If such EPA WaterSense Program ceases to exist, such fixtures and irrigation system components shall be labeled, certified or approved through a comparable program established or approved by the EPA and/or the City.

3.03 Utility Lines. Unless otherwise approved by the Easton Park Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures.

3.04 Garages; Minimum Parking Spaces. Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least one (1) automobile, and including such garage parking, each Lot must include a minimum of two (2) off-street parking spaces capable at all times of accommodating the parking of vehicles therein. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Easton Park

Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each residence are set forth in the Design Guidelines.

3.05 Fences. No fence may be constructed on the Development Area without the prior written consent of the Easton Park Reviewer. The fencing requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

3.06 Driveways. The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Easton Park Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines.

3.07 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Easton Park Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened with either: (i) structural screening to match the exterior of the residence; or (ii) landscaping.

3.08 Landscaping. Landscaping will be required to be installed on each Lot in accordance with the Design Guidelines.

Each Owner will be responsible, at such Owner's sole cost and expense, for installing and maintaining an automatic irrigation system to serve the landscaped areas of the entire yard each Lot (the "**Yard Landscape Area**"). The automatic irrigation system must comply with Applicable Law. Each Owner shall further ensure that any automatic irrigation system does not cause excessive run-off onto adjacent streets or sidewalks and must maintain in good working order the automatic irrigation system's irrigation pipes, valves, heads, and controller. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's Yard Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot as an Individual Assessment. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.08* (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.09 Foundation Shielding. Certain exposed portions of the foundation on the elevations of any residence on each Lot shall be required to be shielded in accordance with the Design Guidelines.

3.10 Concrete Truck Clean-Out Site. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which must be approved in advance by the Easton Park Reviewer (the "**Clean-Out Site**") for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.10,* Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.11 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Easton Park Reviewer, subject to the following provisions:

(a) Application. To obtain Easton Park Reviewer approval of a Solar Energy Device, the Owner shall provide the Easton Park Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Master Covenant.

(b) Approval Process. The Easton Park Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Master Covenant. The Easton Park Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.11(c)* below **UNLESS** the Easton Park Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.11(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Easton Park Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.11* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Easton Park Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent above the energy production of the Solar Energy Device if installed in the location designated by the Easton Park Reviewer. If the Owner desires to contest the alternate location proposed by the Easton Park Reviewer, the Owner should submit information to the Easton Park Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line;

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.12 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Easton Park Reviewer, subject to the following provisions.

(a) Application. To obtain Easton Park Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Easton Park Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Easton Park Reviewer will be made in accordance with *Article 6* of the Master Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.12* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Easton Park Reviewer;

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device;

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street;

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Easton Park Reviewer. See *Section 3.12(d)* for additional guidance.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from Ordinary Public View or an adjacent Lot, the Easton Park Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System being visible from Ordinary Public View or an adjacent Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from Ordinary Public View or an adjacent Lot, any additional requirements imposed by the Easton Park Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Easton Park Reviewer.

3.13 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Easton Park Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Easton Park Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Easton Park Reviewer for Xeriscaping, the Owner shall provide the Easton Park Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Easton Park Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Easton Park Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Easton Park Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Easton Park Reviewer. For purposes of this *Section 3.13*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Easton Park Reviewer determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot;

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Easton Park Reviewer.

(c) Process. The decision of the Easton Park Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted or other provisions in the Documents which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.13* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Easton Park Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Easton Park Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Master Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Easton Park Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.14 Standby Electric Generators. The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of any Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in an unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area *(i.e.* through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Area; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 6* of the Master Covenant.

ARTICLE 4
DEVELOPMENT

4.01 Notice of Annexation. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of Annexation in accordance with *Section 9.05* of the Master Covenant describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Annexation filed pursuant to *Section 9.05* of the Master Covenant containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

4.03 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

ARTICLE 5
GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this instrument, descendants of Elizabeth II, Queen of England.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.04 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration

will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

5.05 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

5.06 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.07 Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED to be effective the 23rd day of February, 2016.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, CFO

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 23 day of February, 2016, by Chad Matheson, CFO of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

EXHIBIT A
FORM NOTICE OF MUD

"Plain Speak" Notice Form

The property that you are about to purchase is located within Pilot Knob Municipal Utility District No. _ (the "District"). The District is a governmental entity with taxing powers that was created by the Texas Legislature with the consent of the City of Austin (the "City"). The District and the City have entered into a Consent Agreement (the "Consent Agreement") that contains provisions that may affect you as a property owner. The following summary describes certain important provisions of the Consent Agreement, but does not include every provision of the Consent Agreement which may affect you or the property you are purchasing. You may obtain a full and complete copy of the Consent Agreement from the District upon your request.

1. Governance. The District is governed by a five-member Board of Directors. The City is authorized to appoint one member of the Board. The other four Board members are elected by the residents of the District to serve four-year, staggered terms. No Board member may serve more than two four-year terms of office. No Board member may receive fees of office for more than 16 days of service in any District fiscal year.

2. City Services. The City provides retail water and wastewater service and residential solid waste and recycling services within the District. Neither the District nor any other utility or service provider may provide these services. If any areas of the District are located within the CCN of any water and/or wastewater utility provider other than the City, no development may occur within those areas and no water and/or wastewater services may be provided to those areas until they are excluded from the service area of the other water and/or wastewater utility provider. The City will only provide City services provided for by the Consent Agreement, and any other services with the City may agree to provide under a separate contract, to areas within the District prior to the City's full purpose annexation of the District.

3. District Tax Rate. The Consent Agreement requires that the District's tax rate be no less than the City's tax rate.

4. Annexation; Creation of Limited District. The City has annexed all of the land in the District for the limited purposes of planning and zoning; therefore, development within the District is subject to City regulation, including the City's zoning ordinances. When the District is annexed by the City for full purposes, the District will be converted to a "limited district" that will continue to own and operate certain park and open space land, and related facilities. This limited district will levy and collect a tax, which will be in addition to the City's ad valorem tax, to provide the limited district with funds for operation and maintenance.

5. Restrictive Covenants. The District does not have the power to enforce restrictive covenants. All restrictive covenants will be enforced by the owners association for the development.

6. Park Facilities. The District is not authorized to own, finance, construct, or maintain swimming pools, splash pads, and community centers, or related improvements, land and infrastructure. These improvements may only be owned, operated and maintained by the owners association for the development.

7. Assessments by Owners Association. All property owners in the District are required to become members of the owners association, which will levy assessments on the property in the District and has

the power to place liens on property to enforce the payment of the assessments. The owners association's assessments are in addition to the taxes levied and collected by the District (or, after full purpose annexation, limited district and the City).

8. Post Annexation Surcharge. After full purpose annexation of the District, the Consent Agreement authorizes the City to charge and collect water and wastewater rates to customers within the territorial boundary of the District at the time of annexation which vary from the City's standard rates in order to compensate the City for the assumption of the debt on the District's Bonds. These rates will be reflected as a post annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
February 25 2016 11:37 AM
FEE: $ 122.00 **2016027353**

ELECTRONICALLY RECORDED 2017202751

TRV 37 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

FIRST SUPPLEMENT TO DEVELOPMENT AREA DECLARATION

[SINGLE-FAMILY RESIDENTIAL]

APPLICABLE ONLY TO BUMBLEBEE GREEN [LOTS 1 THROUGH 9, BLOCK 12 OF EASTON PARK SECTION 2B, PHASE 1]

Declarant: **CARMA EASTON LLC,** a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended; Easton Park Amended and Restated Development Area Declaration [Single-Family Residential], recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as amended; and Easton Park Notice of Annexation [Section 2B, Phase 1], recorded as Document No. 2017202427, in the Official Public Records of Travis County, Texas, as amended.

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EASTON PARK

FIRST SUPPLEMENT TO DEVELOPMENT AREA DECLARATION
[SINGLE-FAMILY RESIDENTIAL]

APPLICABLE ONLY TO
BUMBLEBEE GREEN
[LOTS 1 THROUGH 9, BLOCK 12 OF EASTON PARK SECTION 2B, PHASE 1]

This First Supplement to Easton Park Development Area Declaration *[Single-Family Residential]* (the "**First Supplement**") is made by **CARMA EASTON LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

R E C I T A L S:

A. Declarant previously executed and recorded that certain Easton Park Master Covenant, recorded as Document No. 2015030792, Official Public Records of Travis County, Texas, as amended by that First Amendment to the Master Covenant, recorded as Document 2015192016, Official Public Records of Travis County, Texas (collectively, the "**Original Master Covenant**"). Declarant amended and restated the Original Master Covenant with that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**").

B. Declarant previously executed and recorded that certain Easton Park Development Area Declaration [Residential], recorded as Document No. 2015031137, Official Public Records of Travis County, Texas, as amended by that First Amendment to the Development Area Declaration, recorded as Document 2015192017, Official Public Records of Travis County, Texas (collectively, the "**Original Development Area Declaration**"). Declarant amended and restated the Original Development Area Declaration with that certain Easton Park Amended and Restated Development Area Declaration, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as amended (the "**Development Area Declaration**").

C. Portions of the Property were made subject to the Master Covenant and the Development Area Declaration upon the Recording of that certain Easton Park Notice of Annexation [Section 2B, Phase 1], recorded under Document No. 2017202427 in the Official Public Records of Travis County, Texas ("**Notice of Annexation**"). Upon Recordation, the portions of the Property described in such Notice of Annexation became part of the Development (as more fully defined below), and thus governed by and fully subject to the Master Covenant and the Development Area Declaration.

D. Pursuant to *Section 10.03* of the Master Covenant and *Section 5.02* of the Development Area Declaration, Declarant acting alone reserves the right to amend the Master Covenant and the Development Area Declaration, respectively.

E. Declarant now desires to exercise its rights under the Master Covenant and the Development Area Declaration to supplement the Development Area Declaration, as set forth in this First Supplement.

F. The terms, provisions, and restrictions set forth in this First Supplement are applicable solely to Lots 1 through 9, Block 12 of Easton Park Section 2B, Phase 1, according to the plat thereof recorded under Document No. 201700302 in the Official Public Records of Travis County, Texas (the "**Bumblebee Green Lots**"), over and across portions of which shall be that certain easement area further described as set forth below and designated as Common Area known as Bumblebee Green.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Development Area Declaration is hereby supplemented as follows:

ARTICLE 1
DEFINITIONS

Capitalized terms used but not defined in this First Supplement shall have the meaning subscribed to such terms in the Master Covenant. The following words and phrases when used in this First Supplement shall have the meanings hereinafter specified:

"**Bumblebee Green Easement Area**" is defined as that portion of the Property more particularly described in Exhibit "A", which is attached hereto and incorporated herein.

"**Easton Parties**" is defined as the Declarant and the Association.

"**Lot Owner**" is defined Owner of a Bumblebee Green Lot (collectively, the **"Lot Owners"**).

"**Lot 9**" is defined as Lot 9, Block 12 of Easton Park Section 2B, Phase 1, according to the plat thereof recorded under Document No. 201700302 of the Official Public Records of Travis County, Texas.

"**Released Parties**" is defined as any of the Association, the Declarant, and the respective partners, directors, officers, committees, agents, and employees of each such entity.

"**Trail Improvements**" is defined as Improvements or facilities designated as Common Area, including but not limited to urban trails, landscaping, sidewalks, and benches, outdoor exercise equipment, and communal gathering areas and intended to be used for walking, jogging, bicycling and other exercise routines, outdoor cooking, picnics and other similar uses.

ARTICLE 2
EASEMENTS

All of the Bumblebee Green Lots will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following easements, limitations, and restrictions:

2.01 Bumblebee Green Recreation Easement. Declarant hereby dedicates and grants to and for the benefit of the Association, its Members, the Occupants, the Lot Owners (including their respective grantees, Mortgagees, successors, and assigns), and the invitees and guests of same (collectively, the **"Permitted Users"**) a perpetual easement over, through and across the Bumblebee

Green Easement Area, and the Trail Improvements located thereon, for the purpose of allowing the Permitted Users ingress and egress over, through and across the Bumblebee Green Easement Area and/or its Trail Improvements, and the right of the Permitted Users to use any Trail Improvements located on the Bumblebee Green Easement Area for recreation, subject to the Reservations and any Rules adopted by the Association (collectively, the **"Recreation Easement"**). The Recreation Easement, rights, and privileges granted herein are non-exclusive, and the Declarant or the Association shall have the right to convey similar easements to such other persons or entities as the Declarant or the Association may deem proper. The Permitted Users shall use the Recreation Easement granted herein solely for the use set forth herein and in a manner that is at all times in compliance with the terms and conditions of this First Supplement and the applicable terms and conditions of the Easton Park Master Covenant and the Development Area Declaration

2.02 **Bumblebee Green Construction and Maintenance Easement**. Declarant hereby dedicates and grants to and for the benefit of the Association, its successors, assigns, or designees (collectively, the **"Association Permitted Users"**), a perpetual easement over, under, through, and across the Bumblebee Green Easement Area, and the Trail Improvements located thereon, for the purpose of allowing the Association Permitted Users the right to use, develop, construct, expand, reconstruct, repair, install, remove, replace, maintain, and operate the Trail Improvements within, under, or over the Bumblebee Green Easement Area, and of allowing the Association Permitted Users the right to enter the Bumblebee Green Easement Area to engage in all activities as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the easement is granted herein, subject to the Reservations (the **"Construction and Maintenance Easement"**). The Construction and Maintenance Easement, rights, and privileges granted herein are non-exclusive, and the Declarant or the Association shall have the right to convey similar easements to such other persons as the Declarant or the Association may deem proper. The Association's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Bumblebee Green Easement Area, and the right to bring and operate such equipment on the Bumblebee Green Easement Area as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the easement is granted herein. Subject to the rights granted to the Association herein, the Association will, at all times after doing any work in connection with the Construction and Maintenance Easement, restore the surface of the Bumblebee Green Easement Area as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work; provided, however, the Association shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Bumblebee Green Easement Area in connection with the use, construction, expansion, reconstruction, reparation, installation, removal, replacement, maintenance, and operation of the Trail Improvements pursuant to this section. The Association Permitted Users shall use the Construction and Maintenance Easement granted herein solely for the use set forth herein and in a manner that is at all times in compliance with the terms and conditions of this First Supplement and the applicable terms and conditions of the Easton Park Master Covenant and the Development Area Declaration.

2.03 **Reservations**. Declarant expressly reserves for Declarant and Declarant's successors and assigns (collectively, the **"Declarant Permitted Users"**), easements over Lot 9 for the purpose of installing, maintaining, replacing, and repairing driveways and access improvements necessary to access the Bumblebee Green Lots, as well as the right of ingress and egress across the Bumblebee Green Easement Area. Declarant further reserves for the Declarant Permitted Users the right to continue to use and enjoy the surface of the Bumblebee Green Easement Area for any other purpose, as well as the right to grant other easement rights in and to the Bumblebee Green Easement Area, subject to the

terms of this First Supplement, and provided that such use, enjoyment, and subsequent easement rights granted shall not unreasonably interfere with the easement rights granted hereunder. Declarant further reserves for the Declarant Permitted Users: (1) the right to use all or part of the Recreation Easement in conjunction with the Permitted Users and the right to convey to others the right to use all or part of the Recreation Easement in conjunction with Permitted Users, as long as such further conveyance is subject to the terms of this Agreement, and (2) the right to use all or part of the Construction and Maintenance Easement in conjunction with the Association Permitted Users and the right to convey to others the right to use all or part of the Construction and Maintenance Easement in conjunction with Association Permitted Users, as long as such further conveyance is subject to the terms of this Agreement (collectively the reservations set forth herein shall be referred to as the **"Declarant Reservations"**).

2.04 Easements Appurtenant. The easements granted under this First Supplement are appurtenant to the Bumblebee Green Lots, and a covenant that runs with the land for the benefit of the Permitted Users and the Association Permitted Users, as applicable, and shall be binding upon each of the Bumblebee Green Lots, the Lot Owners, and the Occupants, Mortgagees, grantees, successors and assigns of each such Lot.

2.05 Prior Easements and Restrictions. All dedications, limitations, restrictions, and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant or any third-party prior to any portion of the Bumblebee Green Lots becoming subject to this First Supplement are incorporated herein by reference and made a part of this First Supplement for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant.

ARTICLE 3
ASSOCIATION DUTIES

3.01 Master Covenant and Development Area Declaration. Except as otherwise stated, the terms and provisions of the Master Covenant and the Development Area Declaration shall apply to the easements granted herein, and such terms and provisions are hereby incorporated by reference as part of this First Supplement.

3.02 Designated Common Area. The Association shall designate the Bumblebee Green Easement Area as Common Area in accordance with and subject to the terms and conditions of the Easton Park Master Covenant.

3.03 Association Maintenance. The Association shall operate and maintain, or cause to be operated and maintained, the Bumblebee Green Easement Area in good and clean order, condition and repair. Without limiting the generality of the foregoing, the Association, in the operation and maintenance of the Trail Improvements, shall observe the following standards:

(a) The Association may make and enforce such reasonable rules and regulations for the Bumblebee Green Easement Area as it deems necessary, including, without limitation, hours of operation and permitted and prohibited uses; and

(b) The Association shall remove trash, debris, and refuse from the Trail Improvements as reasonably required.

Unless otherwise expressly stipulated herein, the Association shall not be required to make any improvements or repairs of any kind or character to the Trail Improvements, except such repairs as may be required by normal maintenance operations.

3.04 Insurance. The Association shall at all times maintain in full force and effect commercial general liability insurance on the Bumblebee Green Easement Area with a financially responsible insurance company or companies authorized to do business in the State of Texas, written on an occurrence basis covering contractual liability, bodily injury including death, personal injury, personal liability, and broad-form property damage arising out of incidents or accidents within the Bumblebee Green Easement Area or the Trail Improvements located thereon, with a limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Said limits may be provided through a combination of primary and excess (umbrella) liability policies. If the Association fails to comply with the above insurance requirements, and such failure continues for more than thirty (30) days after written notice thereof from a Lot Owner, then the Lot Owner may obtain such insurance and keep the same in effect until the Association complies with such insurance requirements, and the Association shall pay the Lot Owner the actual, reasonable premium cost thereof within thirty (30) days after written demand therefore, accompanied by supporting documentation for the costs incurred. Upon the written request of a Lot Owner, the Association shall deliver to the Lot Owner a certificate of such insurance coverage required to be maintained pursuant to this Section from the insurer both at the time of policy issuance and at each renewal.

ARTICLE 4
DISCLOSURES AND DISCLAIMERS

4.01 Disclosures and Disclaimers. Declarant hereby makes the following disclosures and disclaimers regarding the Bumblebee Green Easement Area and each of the Lot Owners hereby agrees, acknowledges and consents to all of the following:

(a) **EACH LOT OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE, ALONG WITH THE ASSOCIATION, FOR THE LIABILITIES AND OBLIGATIONS SET FORTH IN THIS FIRST SUPPLEMENT, BUT ONLY TO THE EXTENT THAT SUCH LIABILITIES AND OBLIGATIONS RELATE DIRECTLY TO SUCH OWNER'S LOT. BY TAKING AN INTEREST IN A BUMBLEBEE GREEN LOT, EACH LOT OWNER HEREBY ATTESTS THAT HE OR SHE HAS REVIEWED THE PROVISIONS SET FORTH HEREIN WITH HIS OR HER LEGAL COUNSEL, AND THAT HE OR SHE UNDERSTANDS THE MEANING OF SUCH PROVISION AND CONSIDERS THEM REASONABLE AND BINDING ON THE LOT OWNER.**

(b) **THOSE PORTIONS OF THE BUMBLEBEE GREEN LOTS ENCUMBERED BY THE BUMBLEBEE GREEN EASEMENT AREA SHALL BE DESIGNATED AS COMMON AREA TO BE ADMINISTERED AND MAINTAINED BY THE ASSOCIATION AND SUCH PORTIONS SHALL NOT BE AVAILABLE FOR USE BY ANY OF THE LOT OWNERS AS A SINGLE FAMILY LOT. LOT OWNERS ARE PROHIBITED FROM CONSTRUCTING ANY RESIDENTIAL IMPROVEMENTS ON THE BUMBLEBEE GREEN EASEMENT AREA.**

(c) Declarant makes no warranties or representations of any kind or nature with respect to the Bumblebee Green Easement Area and, without limitation on the generality of the foregoing, it is expressly agreed and understood that Declarant makes no warranties or representations: (i) with respect to the nature of any Trail Improvements which may actually be constructed or placed

upon or within the Bumblebee Green Easement Area; or (ii) with respect to the timing of commencement or completion of any construction or maintenance of the Trail Improvements.

(d) It is anticipated that the Trail Improvements will include urban walking trails, landscaping, sidewalks, and benches. These facilities may include exterior lighting for activities during hours of darkness.

(e) The construction, installation, maintenance, and usage of the Trail Improvements will create noise which will be audible from portions of the Bumblebee Green Lots. This noise may include, without limitation, noise from construction equipment, mowing equipment, and irrigation equipment which may be utilized during all hours of the day or night, including without limitation early morning hours and late evening hours.

(f) Neither the Declarant nor the Association make any representations or warranties whatsoever, express or implied, concerning the view, if any, of the Bumblebee Green Easement Area or other areas which may be enjoyed from any Lot and each Lot Owner, by acceptance of a deed or other conveyance of such Lot, acknowledges that any view of the Bumblebee Green Easement Area or other areas which such Lot Owner may enjoy as of the date of purchase of such Lot, may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees or other landscaping, and/or the construction or installation of any other types of barriers or other improvements (both natural and artificial) on the Bumblebee Green Easement Area.

(g) If the whole or any part of the Trail Improvements located on the Bumblebee Green Easement Area are damaged or destroyed, the Board of the Association shall determine, in its reasonable discretion, whether the Trail Improvements shall be repaired, rebuilt, or restored.

(h) The right, benefits, easements, restrictions, disclosures, notices and other matters set forth in this First Supplement which relate to or concern Bumblebee Green Easement Area (collectively, the "**Bumblebee Green Rights**"): (i) are intended to benefit the Declarant and the Association and are enforceable by the Declarant and/or the Association; (ii) shall constitute covenants running with the land in perpetuity, burdening the Bumblebee Green Lots and benefiting the Declarant and the Association; and (iii) shall be binding upon and enforceable against the Lot Owner. Each Lot Owner, by acceptance of a deed or other conveyance of such Lot, acknowledges the existence of the Bumblebee Green Rights and agrees to be bound by all of the terms, provisions, conditions and limitations set forth herein which relate to or concern the Bumblebee Green Rights. Declarant may assign all or any portion of the Bumblebee Green Rights to any one or more of the persons or entities at any time and from time to time.

ARTICLE 5
INDEMNITY

5.01 Indemnity. The Easton Parties hereby indemnify, protect, and agree to defend the Lot Owner from and against any and all obligations, losses, damages, claims (INCLUDING ANY CLAIM OF NEGLIGENCE, PROPERTY DAMAGE, BODILY INJURY, INCLUDING PERMANENT DISABILITY OR DEATH), liens, costs, expenses, demands, liabilities, penalties and investigation costs, including attorneys' fees and costs of any nature whatsoever (hereinafter collectively referred to as the "**Claims**"), whether in law or in equity, by a third party arising from or claimed to have arisen from the use of the Bumblebee Green Easement Area, or the Trail Improvements located thereon, by the third party.

5.02 Exceptions. Notwithstanding anything to the contrary in this First Supplement, the Easton Parties are not obligated to indemnify the Lot Owner or defend the Lot Owner against any Claim (whether direct or indirect) if such Claim or corresponding losses, damages, costs, or expenses arise out of or result from, in whole or in part, Lot Owner's:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) use of the Bumblebee Green Easement Area, or the Trail Improvements located thereon, in any manner not otherwise authorized under the Bumblebee Green Easements or the Documents.

5.03 Notice of Third-party Claims. The Lot Owner shall give Easton Parties prompt written notice (a "**Claim Notice**") of any corresponding losses, damages, costs, or expenses or discovery of facts on which Lot Owner intends to base a request for indemnification under this First Supplement. Lot Owner's failure to provide a Claim Notice to Easton Parties under this First Supplement does not relieve Easton Parties of any liability that Easton Parties may have to Lot Owner, but in no event shall Easton Parties be liable for any losses, damages, costs, or expenses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related losses, damages, costs, or expenses (to the extent that the nature and amount of the losses, damages, costs, or expenses are known at the time). The Lot Owner shall furnish promptly to Easton Parties copies of all papers and official documents received in respect of any Losses.

5.04 Control of Defense. The Easton Parties may assume, at its sole option, control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this First Supplement (an "**Indemnified Claim**") by sending written notice to Lot Owner on or before thirty (30) days after receipt of a Claim Notice of the Easton Parties' assumption of the defense of such Indemnified Claim and undertake, conduct, and control, through reputable independent counsel of its own choosing, and at the Easton Parties' sole cost and expense, the settlement or defense thereof.

5.05 Sole Remedy. NOTWITHSTANDING ANY OTHER PROVISION IN THE DOCUMENTS TO THE CONTRARY, THIS FIRST SUPPLEMENT SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE EASTON PARTIES AND THE SOLE AND EXCLUSIVE REMEDY FOR THE LOT OWNER FOR ANY CLAIMS RELATED TO USE OF THE BUMBLEBEE GREEN EASEMENT AREA BY THE LOT OWNER OR THIRD PARTIES.

ARTICLE 6
RELEASE

6.01 BY A LOT OWNER'S ACCEPTANCE OF TITLE TO A BUMBLEBEE GREEN LOT, THE LOT OWNER, ON BEHALF OF HIMSELF OR HERSELF, OR HIS OR HER DIRECTORS, OFFICERS, INVITEES, HEIRS, FAMILY MEMBERS, GUESTS, TENANTS, SUCCESSORS, TRANSFEREES, OR ASSIGNS, COVENANTS AND AGREES TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE EACH OF THE RELEASED PARTIES FOR, FROM, AND AGAINST ANY OR ALL CLAIMS (AS SUCH TERM IS DEFINED UNDER SECTION 5.01), ARISING FROM, SUSTAINED WITHIN, ON, OR ABOUT THE BUMBLEBEE GREEN EASEMENT AREA, OR RESULTING FROM OR ARISING OUT OF ANY ACTIVITIES OR OPERATIONS OF ANY LOT OWNER, FAMILY MEMBER, GUEST, TENANT, OR OTHER INVITEE IN OR ABOUT THE BUMBLEBEE GREEN **EASEMENT AREA, AND FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, EXPENSES AND LIABILITIES INCURRED OR ARISING OUT OF OR RELATING TO ANY SUCH CLAIM, THE INVESTIGATION THEREOF, OR**

THE DEFENSE OF ANY ACTION OR PROCEEDINGS BROUGHT THEREON, AND FOR, FROM, AND AGAINST ANY AND ALL ORDERS, JUDGMENTS OR DECREES WHICH MAY BE ENTERED RELATING THERETO. BY AN LOT OWNER'S ACCEPTANCE OF TITLE TO A BUMBLEBEE GREEN LOT, THE LOT OWNER THEREBY ATTESTS THAT LOT OWNER HAS REVIEWED THE RELEASE PROVISIONS SET FORTH HEREIN WITH LOT OWNER'S ATTORNEY OR COUNSEL AND THAT THE LOT OWNER UNDERSTANDS THE MEANING OF SUCH RELEASE PROVISIONS. NOTWITHSTANDING THE FOREGOING, THE RELEASE PROVIDED FOR UNDER THIS ARTICLE 6 SHALL NOT RELEASE OR OTHERWISE RELIEVE THE EASTON PARTIES FROM THEIR DUTY TO INDEMNIFY THE LOT OWNER AS SET FORTH UNDER ARTICLE 5.

ARTICLE 7
MISCELLANEOUS

7.01 No Public Dedication. Except as expressly set forth herein, nothing contained in this First Supplement shall be deemed to be a gift or dedication of any portion of the Bumblebee Green Easement Area or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of Declarant, and its successors and assigns, that this First Supplement shall be strictly limited to and for the purposes herein expressed. Each Lot Owner shall have the right to close, if necessary, all or any portion of open space on its Lot from time to time for the period of time as may be necessary, in the reasonable opinion of Lot Owner, to prevent a dedication thereof or the accrual of any rights of the public therein; provided, however, prior to such closing (which closing, in any event, shall be for as short a period as is necessary to prevent such dedication or accrual of such public rights), such Lot Owner shall give notice of such closing to, and coordinate such closing with, the Declarant, and such closing shall be subject to the Declarant's approval as to the time and duration of such closing.

7.02 Gender Neutral. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

7.03 No Partnership. The provisions of this First Supplement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Declarant, the Association, or any Lot Owner.

7.04 No Modification. Except as expressly modified herein, the Development Area Declaration remains unmodified and in full force and effect.

7.05 Amendment. *Section 3.03* of this First Supplement may not be modified or amended without the written consent of a) the Director of the Development Services Department of the City of Austin, or successor department, (b) prior to annexation, an applicable representative from the Travis County, (c) the Board of the Association, and (d) any mortgagees holding first lien security interests on any portion of the Property. Notwithstanding the foregoing, the execution, acknowledgment, or approval by an applicable representative of Travis County will not be required under this section after such time that the Property is annexed within the full purpose jurisdiction of the City of Austin.

7.06 All other sections and provisions set forth in this First Supplement may be amended as provided in the Documents.

[Signature and Acknowledgment Page Follows]

EXECUTED to be effective the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Printed Name: CHAD MATHESON
Title: CFO

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 21st day of December, 2017 by Chad Matheson, CFO of Carma Easton LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public Signature

EXHIBIT A

BUMBLEBEE GREEN EASEMENT AREA

EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.0025 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.0025 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 01°52'21" West, a distance of 974.38 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,700.70, E 3,122,495.40;

THENCE, over and across said 232.233 acres, the following three, (3) courses and distances:

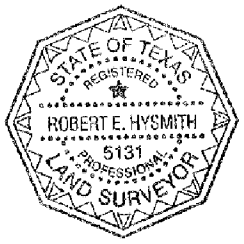
1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 00°47'51", an arc length of 9.57 feet and a chord bearing and distance of North 10°37'21" East, 9.57 feet to a point;
2) South 59°08'33" East, a distance of 24.33 feet to a point;
3) North 82°16'39" West, a distance of 22.86 feet to the **POINT OF BEGINNING,** containing 0.0025 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 26th day of June, 2017

Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	9.57'	687.50'	0°47'51"	N16°37'21"E	9.57'

Line Table		
Line #	Length	Direction
L1	24.33	S59°08'33"E
L2	22.86	N82°16'39"W

0 200' 400'

SCALE: 1" = 200'

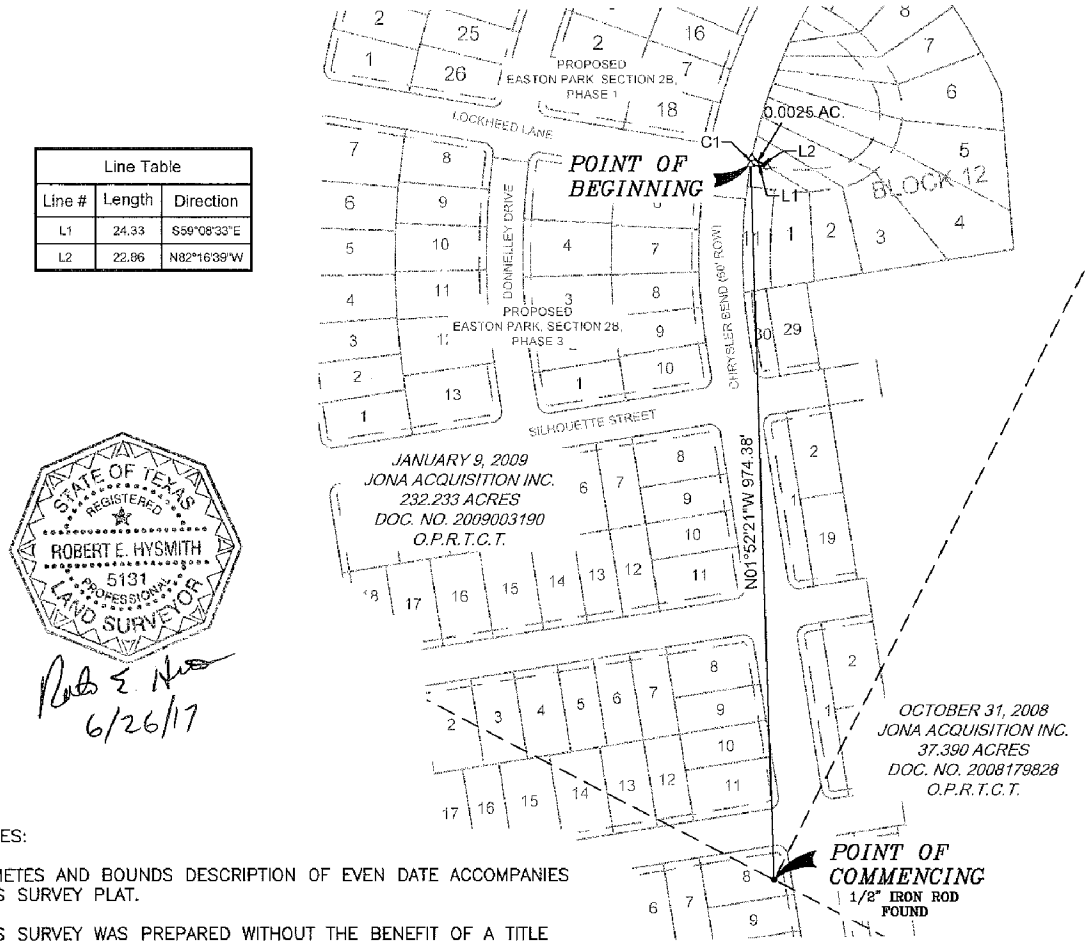
LEGEND

● IRON ROD FOUND (1/2", OR AS NOTED)

△ CALCULATED CORNER

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

ROW RIGHT-OF-WAY



STATE OF TEXAS
REGISTERED
ROBERT E. HYSMITH
5131
PROFESSIONAL
LAND SURVEYOR

6/26/17

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194108

0.0025 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.0025 ACRE	DATE: 06-26-2017	CHECKED BY: REH	PAGE 3 OF 3

L:\JOB\Brookfield - Easton\BRP15007-03 - Section 2B Ph 1\Survey\CAD\Easements\LOT 1 TAX

EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.0406 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.0406 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 01°45'07" West, a distance of 983.73 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,710.11, E 3,122,497.16;

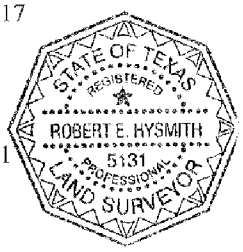
THENCE, over and across said 232.233 acres, the following five, (5) courses and distances:

1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 02°35'28", an arc length of 31.09 feet and a chord bearing and distance of North 12°19'00" East, 31.09 feet to a point at the end of said curve to the right;
2) South 58°52'12" East, a distance of 90.11 feet to a point at the beginning of a curve to the right;
3) In a northwesterly direction, along said curve to the right, having a radius of 170.00 feet, a central angle of 13°34'28", an arc length of 40.28 feet and a chord bearing and distance of North 89°03'53" West, 40.18 feet to a point at the end of said curve to the right;
4) North 82°16'39" West, a distance of 22.91 feet to a point;
5) North 59°08'33" West, a distance of 24.33 feet to the **POINT OF BEGINNING,** containing 0.0406 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

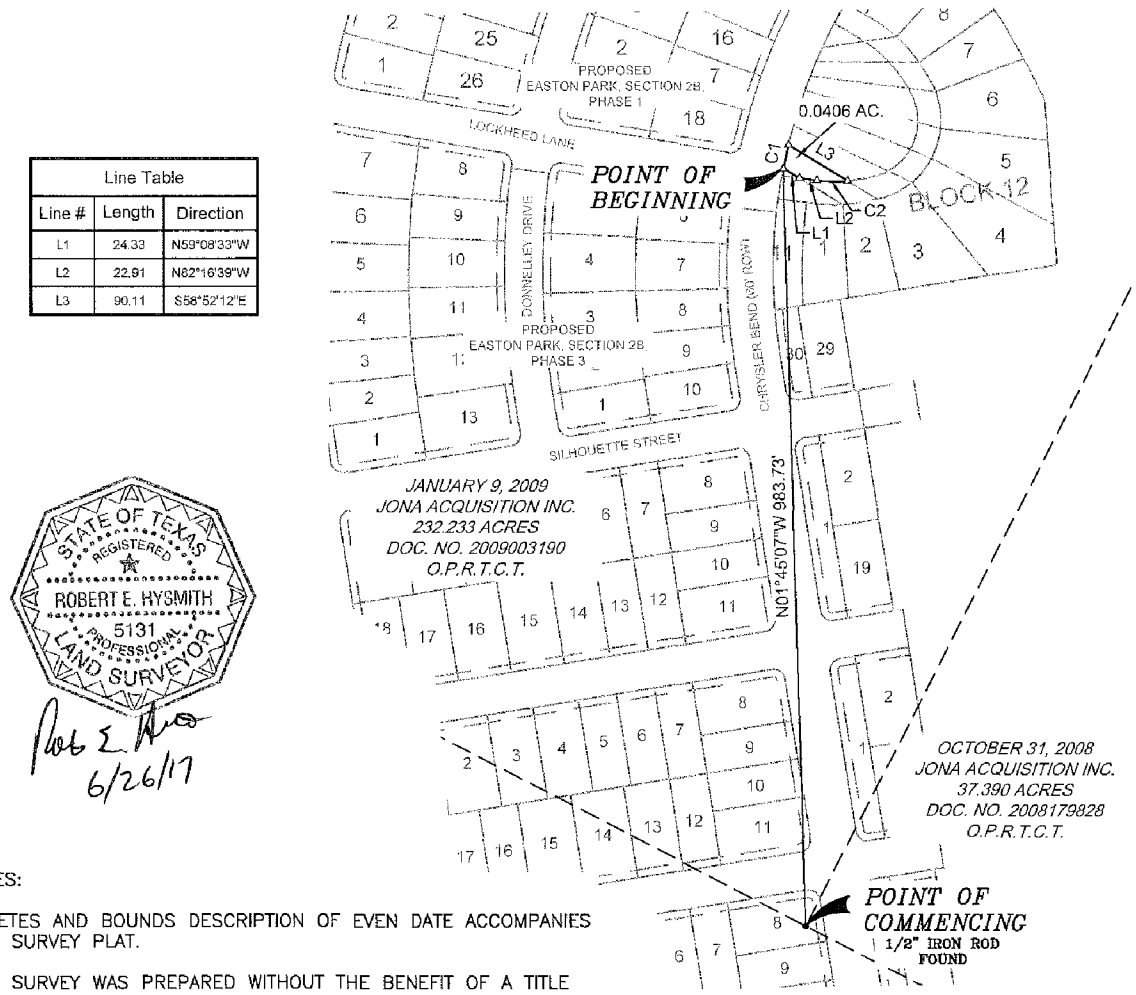
Surveyed on the ground the 26th day of June, 2017



Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	31.09'	687.50'	2°35'28"	N12°18'00"E	31.09'
C2	40.28'	170.00'	13°34'28"	N89°03'53"W	40.18'

Line Table		
Line #	Length	Direction
L1	24.33	N59°08'33"W
L2	22.91	N82°16'39"W
L3	90.11	S58°52'12"E



STATE OF TEXAS
REGISTERED
ROBERT E. HYSMITH
5131
PROFESSIONAL
LAND SURVEYOR

Rob E. Hys
6/26/17

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194109

0.0406 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.0406 ACRE	DATE: 06-26-2017	CHECKED BY: REH	PAGE 3 OF 3

L:\JOB\Brookfield - Easton\BRP15007-03 - Section 2B Ph 1\Survey\CAD\Easements\LOT 2 TAX

EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.0811 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.0811 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 01°19'30" West, a distance of 1013.91 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,740.48, E 3,122,503.79;

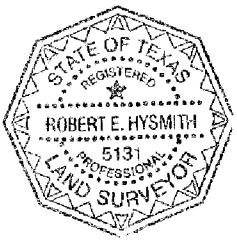
THENCE, over and across said 232.233 acres, the following six, (6) courses and distances:

1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 02°10'33", an arc length of 26.11 feet and a chord bearing and distance of North 14°42'01" East, 26.11 feet to a point at the end of said curve to the right;
2) South 64°12'06" East, a distance of 136.25 feet to a point at the beginning of a curve to the right;
3) In a southwesterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of 19°43'40", an arc length of 25.82 feet and a chord bearing and distance of South 71°01'51" West, 25.70 feet to a point at the end of said curve to the right;
4) South 80°53'40" West, a distance of 18.53 feet to a point at the beginning of a curve to the right;
5) In a southwesterly direction, along said curve to the right, having a radius of 170.00 feet, a central angle of 03°15'13", an arc length of 9.65 feet and a chord bearing and distance of South 82°31'17" West, 9.65 feet to a point at the end of said curve to the right;
6) North 58°52'12" West, a distance of 90.11 feet to the **POINT OF BEGINNING,** containing 0.0811 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

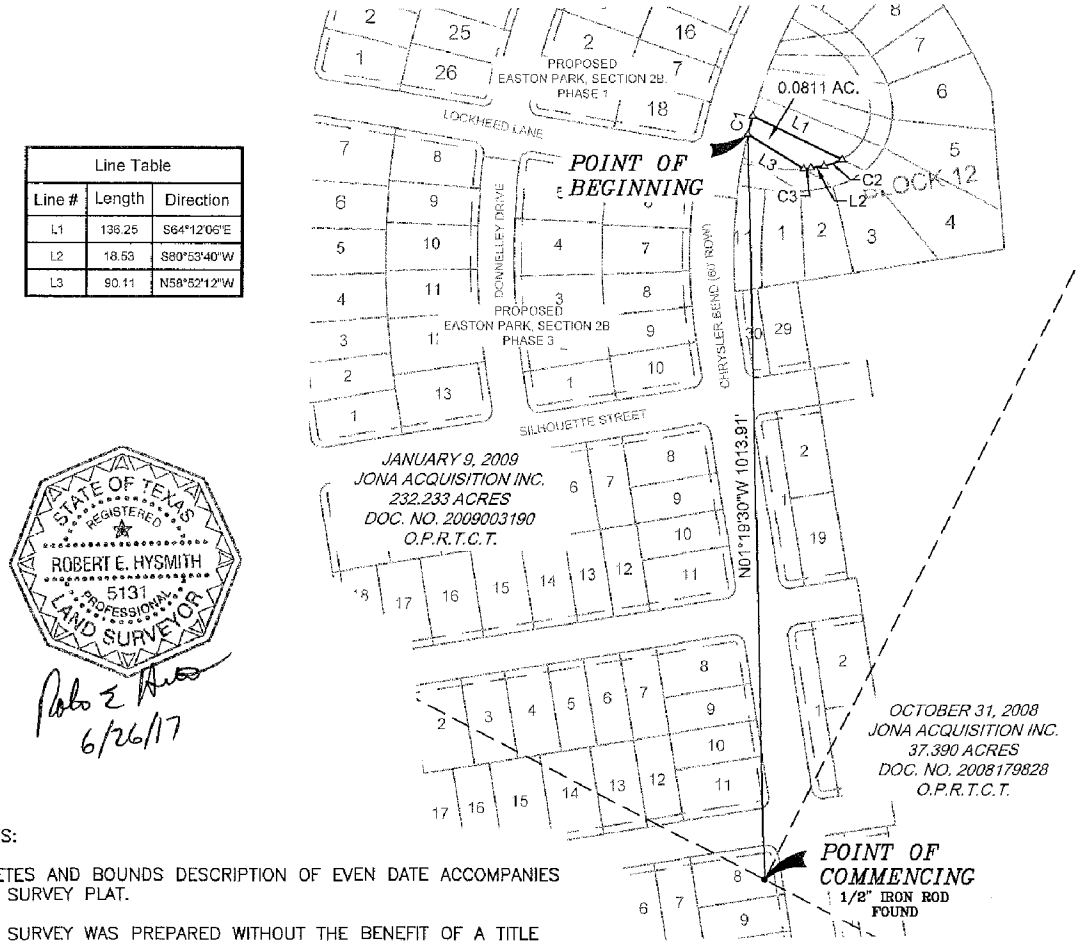
Surveyed on the ground the 26th day of June, 2017



Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	26.11'	697.50'	2°10'33"	N14°42'01"E	26.11'
C2	25.82'	75.00'	19°43'40"	S71°01'51"W	25.70'
C3	9.65'	170.00'	3°15'13"	S82°31'17"W	9.65'

Line Table		
Line #	Length	Direction
L1	136.25	S64°12'06"E
L2	18.53	S80°53'40"W
L3	90.11	N58°52'12"W



STATE OF TEXAS
REGISTERED
ROBERT E. HYSMITH
5131
PROFESSIONAL
LAND SURVEYOR

6/26/17

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194108

0.0811 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.0811 ACRE	DATE: 06-26-2017	CHECKED BY: REH	PAGE 3 OF 3

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EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.1100 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.1100 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 00°55'38" West, a distance of 1039.03 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,765.73, E 3,122,632.33;

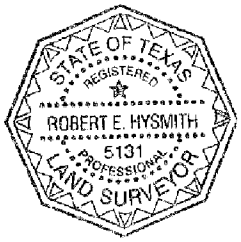
THENCE, over and across said 232.233 acres, the following four, (4) courses and distances:

1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 02°20'50", an arc length of 28.17 feet and a chord bearing and distance of North 16°56'59" East, 28.16 feet to a point at the end of said curve to the right;
2) South 67°45'40" East, a distance of 154.48 feet to a point at the beginning of a curve to the right;
3) In a southwesterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of 30°47'08", an arc length of 40.30 feet and a chord bearing and distance of South 45°46'27" West, 39.82 feet to a point at the end of said curve to the right;
4) North 64°12'06" West, a distance of 136.25 feet to the **POINT OF BEGINNING,** containing 0.1100 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

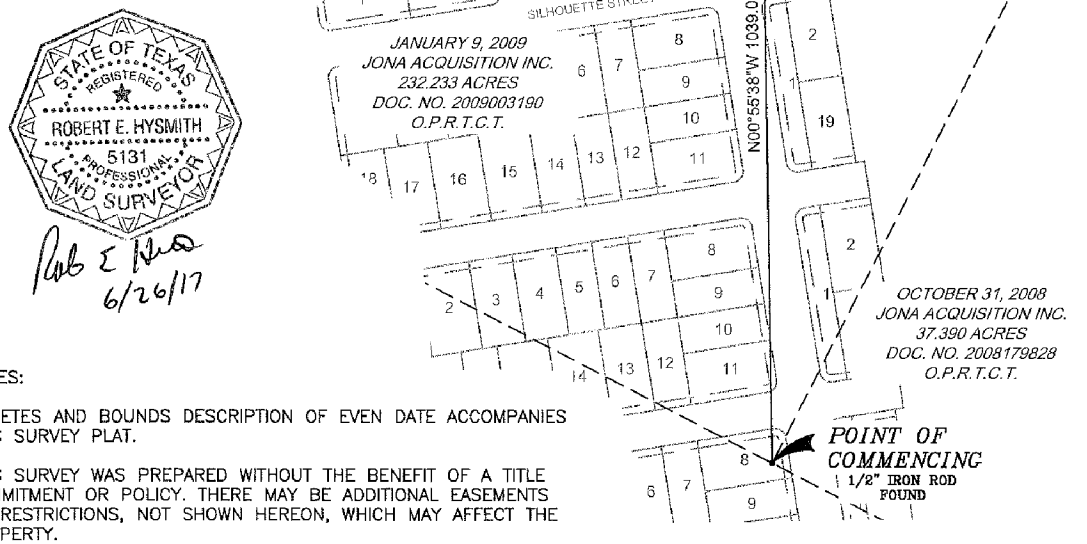
Surveyed on the ground the 26th day of June, 2017



Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	28.17'	667.50'	2°20'50"	N16°56'59"E	28.16'
C2	40.30'	75.00'	30°47'08"	S45°46'27"W	39.82'

Line Table		
Line #	Length	Direction
L1	154.48	S67°45'40"E
L2	136.25	N64°12'06"W



NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194108

0.1100 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.1100 ACRE	DATE: 06-26-2017	CHECKED BY: REH	PAGE 3 OF 3

L:\JOB\Brookfield - Easton\BRP15007-03 - Section 2B Ph 1\Survey\CAD\Easements\LOT 4 TAX

EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.1016 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.1016 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 00°27'45" West, a distance of 1065.87 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,792.67, E 3,122,518.63;

THENCE, over and across said 232.233 acres, the following four, (4) courses and distances:

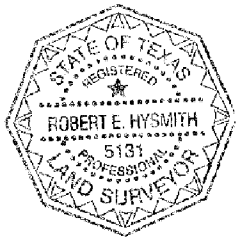
1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 01°40'01", an arc length of 20.00 feet and a chord bearing and distance of North 18°58'08" East, 20.00 feet to a point at the end of said curve to the right;
2) South 74°06'17" East, a distance of 152.58 feet to a point at the beginning of a curve to the right;
3) In a southwesterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of 28°35'30", an arc length of 37.43 feet and a chord bearing and distance of South 16°05'08" West, 37.04 feet to a point at the end of said curve to the right;
4) North 67°45'40" West, a distance of 154.48 feet to the **POINT OF BEGINNING,** containing 0.1016 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

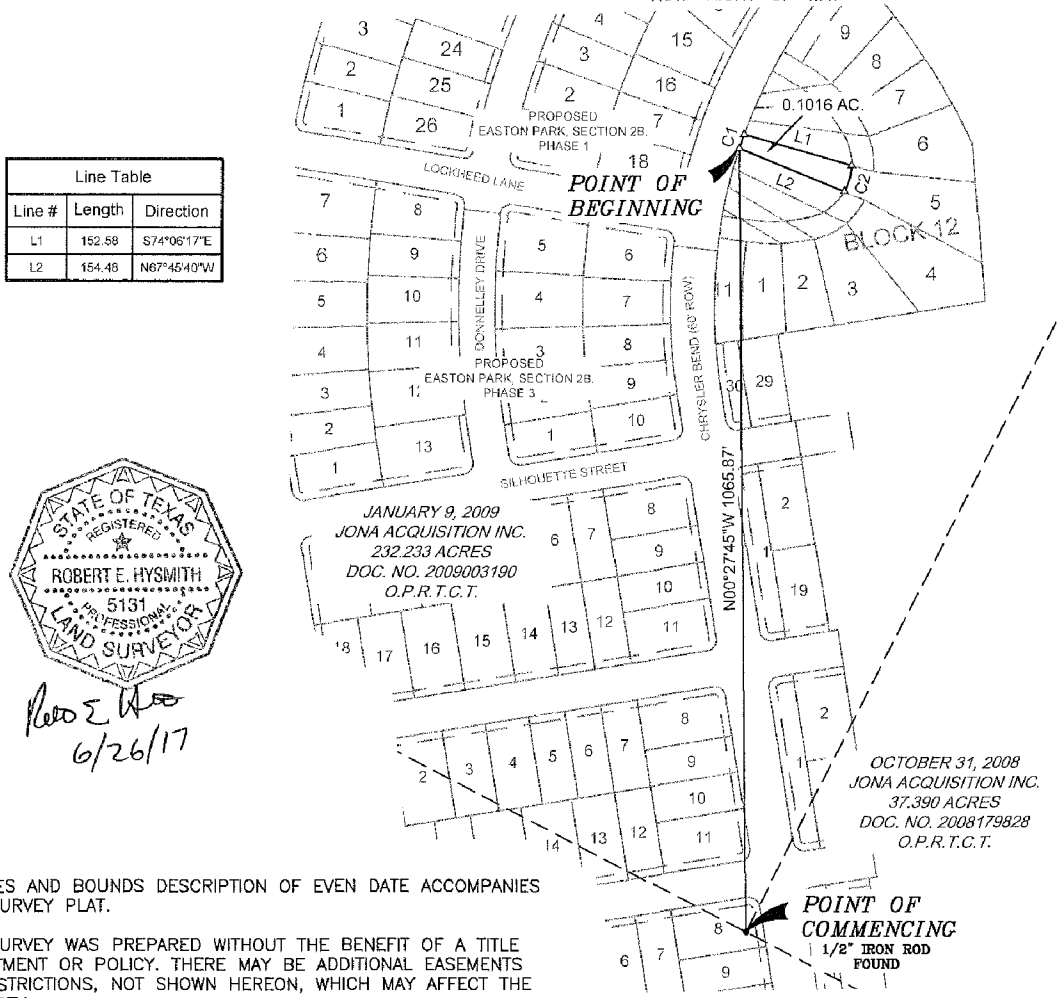
Surveyed on the ground the 26th day of June, 2017

Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	20.00'	667.50'	1°40'01"	N18°58'08"E	20.00'
C2	37.43'	75.00'	28°35'30"	S16°05'08"W	37.04'

Line Table		
Line #	Length	Direction
L1	152.58	S74°06'17"E
L2	154.46	N67°45'40"W



STATE OF TEXAS
REGISTERED
ROBERT E. HYSMITH
5131
PROFESSIONAL
LAND SURVEYOR

6/26/17

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194108

0.1016 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.1016 ACRE	DATE: 06-26-2017	CHECKED BY: REH	PAGE 3 OF 3

L:\UCB\Brookfield - Easton\BRP15007-03 - Section 2B Ph 1\Survey\CAD\Easements\LOT 5 TAX

EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.0996 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.0996 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 00°06'39" West, a distance of 1084.75 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,811.58, E 3,122,525.13;

THENCE, over and across said 232.233 acres, the following five, (5) courses and distances:

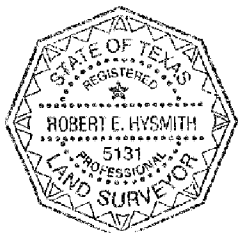
1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 01°40'01", an arc length of 20.00 feet and a chord bearing and distance of North 20°38'09" East, 20.00 feet to a point at the end of said curve to the right;
2) South 82°42'16" East, a distance of 128.04 feet to a point at the beginning of a curve to the right;
3) In a southeasterly direction, along said curve to the right, having a radius of 705.00 feet, a central angle of 00°14'46", an arc length of 3.03 feet and a chord bearing and distance of South 31°45'01" East, 3.03 feet to a point at the end of said curve to the right and the beginning of a curve to the right;
4) In a southeasterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of 33°25'02", an arc length of 43.74 feet and a chord bearing and distance of South 14°55'08" East, 43.13 feet to a point at the end of said curve to the right;
5) North 74°06'17" West, a distance of 152.58 feet to the **POINT OF BEGINNING,** containing 0.0996 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

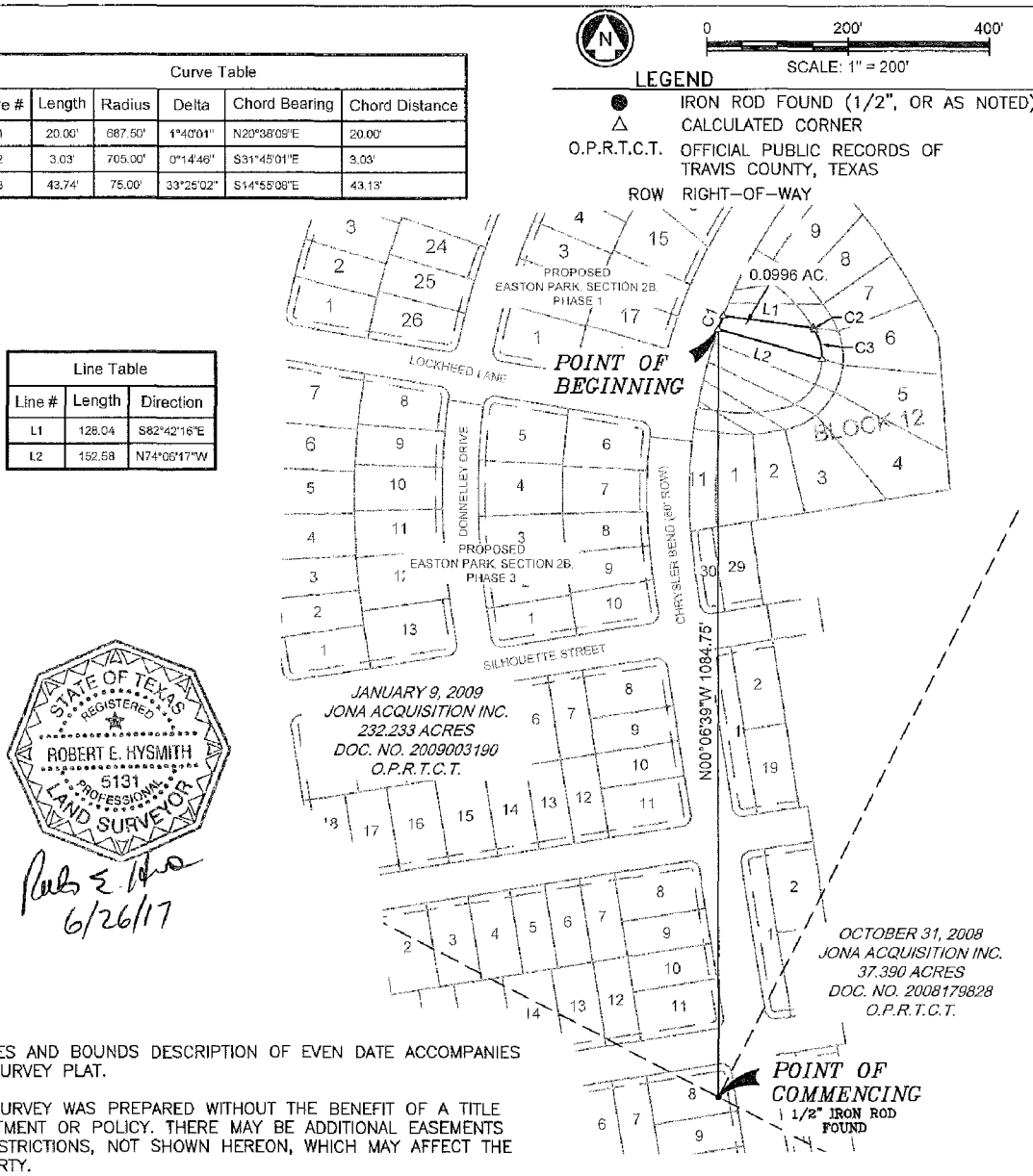
Surveyed on the ground the 26th day of June, 2017

Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	20.00'	687.50'	1°40'01"	N20°38'09"E	20.00'
C2	3.03'	705.00'	0°14'46"	S31°45'01"E	3.03'
C3	43.74'	75.00'	33°25'02"	S14°55'08"E	43.13'

Line Table		
Line #	Length	Direction
L1	128.04	S82°42'16"E
L2	152.58	N74°06'17"W



6/26/17

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

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PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194108

0.0996 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.0996 ACRE	DATE: 06-26-2017	CHECKED BY: REH	PAGE 3 OF 3

L:\JOB\Brookfield - Easton\BRP15007-03 - Section 2B Ph 1\Survey\CAD\Easements\LOT 6 TAX

EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.0657 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.0657 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 00°15'25" East, a distance of 1103.47 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,830.30, E 3,122,532.18;

THENCE, over and across said 232.233 acres, the following five, (5) courses and distances:

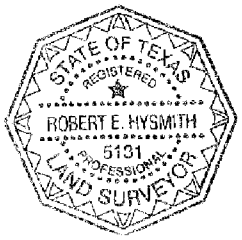
1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 01°40'01", an arc length of 20.00 feet and a chord bearing and distance of North 22°18'09" East, 20.00 feet to a point at the end of said curve to the right;
2) South 89°27'21" East, a distance of 94.87 feet to a point at the beginning of a curve to the right;
3) In a southeasterly direction, along said curve to the right, having a radius of 170.00 feet, a central angle of 09°23'00", an arc length of 27.84 feet and a chord bearing and distance of South 37°42'26" East, 27.81 feet to a point at the end of said curve to the right and the beginning of a curve to the right;
4) In a southeasterly direction, along said curve to the right, having a radius of 705.00 feet, a central angle of 01°08'32", an arc length of 14.05 feet and a chord bearing and distance of South 32°26'40" East, 14.05 feet to a point at the end of said curve to the right;
5) North 82°42'16" West, a distance of 128.04 feet to the **POINT OF BEGINNING,** containing 0.0657 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

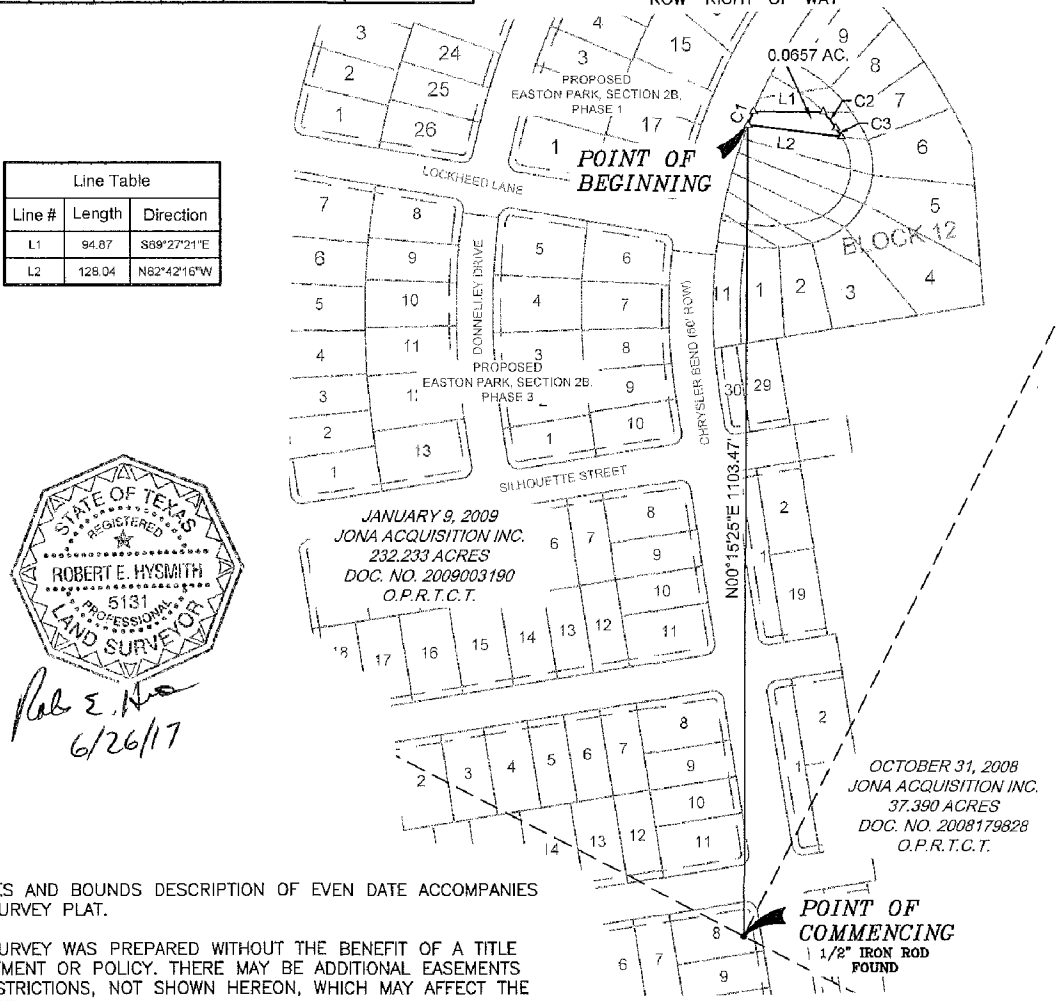
Surveyed on the ground the 26th day of June, 2017

Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	20.00'	687.50'	1°40'01"	N22°18'09"E	20.00'
C2	27.84'	170.00'	9°23'00"	S37°42'26"E	27.81'
C3	14.05'	705.00'	1°08'32"	S32°26'40"E	14.05'

Line Table		
Line #	Length	Direction
L1	94.87	S89°27'21"E
L2	128.04	N62°42'16"W



Rob E. Hysmith
6/26/17

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194108

0.0657 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.0657 ACRE	DATE: 06-26-2017	CHECKED BY: REH	PAGE 3 OF 3

L:\JOB\Brookfield - Easton\BRP15007-03 - Section 2B Ph 1\Survey\CAD\Easements\LOT 7 TAX

EXHIBIT A
PROPERTY DESCRIPTION

BEING 0.0595 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 232.233 ACRES CONVEYED TO JONA ACQUISITION, INC. BY DEED DATED JANUARY 9, 2009 AND RECORDED IN DOCUMENT NO. 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.), SAID 0.0595 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for an interior corner of the said 232.233 acres, being the southwest corner of a called 37.390 acres conveyed to said Jona Acquisition, Inc., recorded in Document No. 2008179828, O.P.R.T.C.T.;

THENCE, North 00°38'25" East, a distance of 1122.04 feet to the **POINT OF BEGINNING** of the herein described tract, being in the east Right-of-Way, (ROW) line of proposed Chrysler Bend, (60.00 feet wide) and the beginning of a curve to the right, Grid Coordinates = N 10,027,848.80, E 3,122,539.77;

THENCE, over and across said 232.233 acres, the following four, (4) courses and distances:

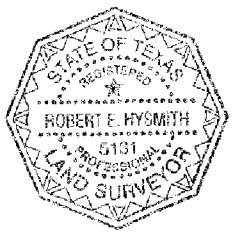
1) In a northeasterly direction, along said curve to the right, having a radius of 687.50 feet, a central angle of 04°34'42", an arc length of 54.94 feet and a chord bearing and distance of North 25°25'30" East, 54.92 feet to a point at the end of said curve to the right;
2) South 59°47'05" East, a distance of 36.22 feet to a point at the beginning of a curve to the right;
3) In a southeasterly direction, along said curve to the right, having a radius of 170.00 feet, a central angle of 17°23'09", an arc length of 51.59 feet and a chord bearing and distance of South 51°05'31" East, 51.39 feet to a point at the end of said curve to the right;
4) North 89°27'21" West, a distance of 94.87 feet to the **POINT OF BEGINNING,** containing 0.0595 of an acre of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

This property description is accompanied by a separate plat of even date.

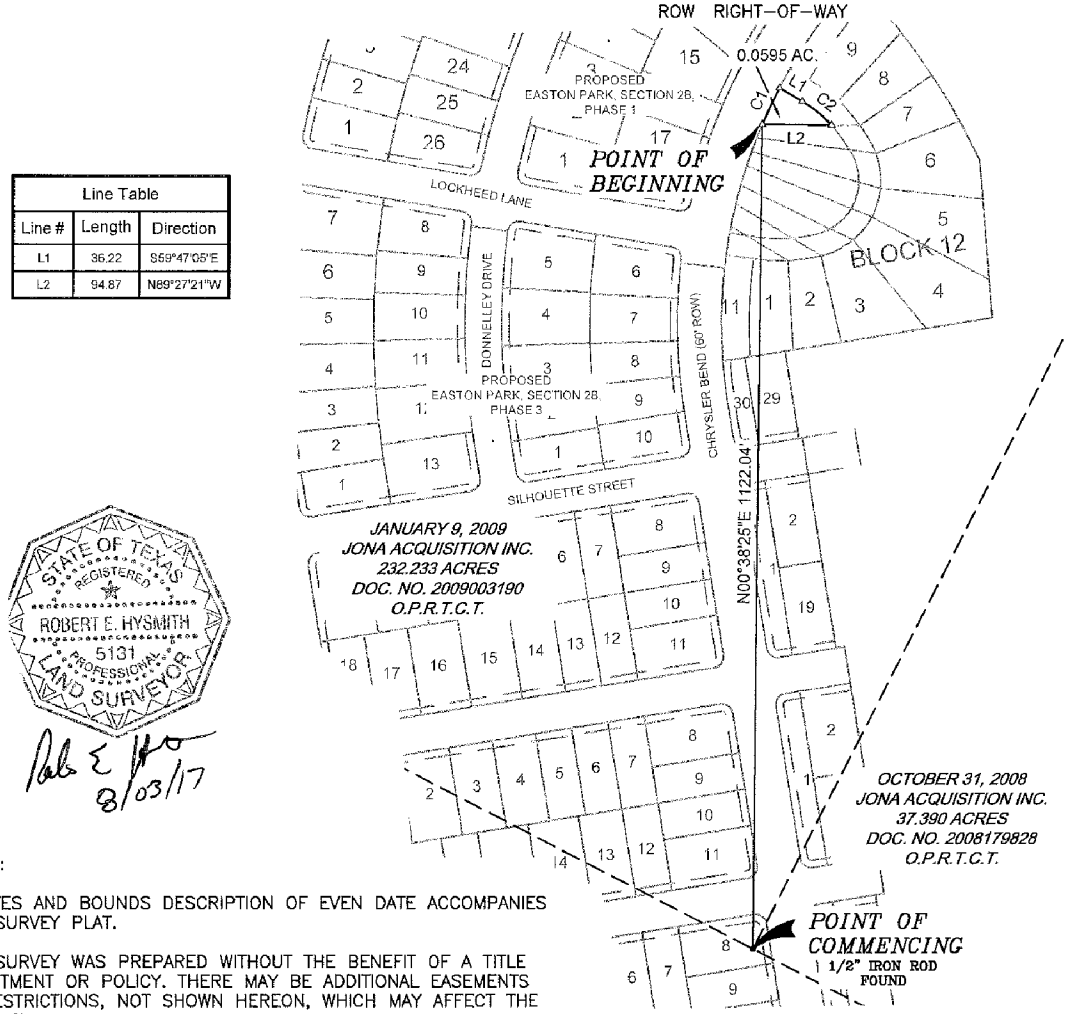
Surveyed on the ground the 3rd day of August, 2017

Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	54.94'	687.50'	4°34'42"	N25°25'30"E	54.92'
C2	51.59'	170.00'	17°23'09"	S51°05'31"E	51.39'

Line Table		
Line #	Length	Direction
L1	36.22	S69°47'05"E
L2	94.87	N89°27'21"W



STATE OF TEXAS
REGISTERED
ROBERT E. HYSMITH
5131
PROFESSIONAL
LAND SURVEYOR

8/03/17

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.

PELOTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7700, TBPLS FIRM NO 10194108

0.0595 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15007-03	0.0595 ACRE	DATE: 08-03-2017	CHECKED BY: REH	PAGE 3 OF 3

I:\JOB\Brookfield - Easton\BRP15007-03 - Section 28 Ph 1\Survey\CAD\Easements\LOT 8 TAX - Rev

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
December 22 2017 02:57 PM
FEE: $ 170.00 **2017202751**

ELECTRONICALLY RECORDED 2018045961

TRV 6 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

SUPPLEMENT TO AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION *[SINGLE-FAMILY RESIDENTIAL]*

[SECTION 2A]

Lots 3 through 16, Block A

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

SUPPLEMENT TO AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION [*SINGLE-FAMILY RESIDENTIAL*]

[SECTION 2A]

Lots 3 through 16, Block A

This Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*] – [Section 2A] Lots 3 through 16, Block A (this "**Supplement**") is made by **CARMA EASTON LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Declarant previously recorded that certain Easton Park Amended and Restated Development Area Declaration [*Single-Family Residential*], recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as amended (the "**Development Area Declaration**"), pursuant to the terms and conditions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**").

B. Declarant desires to supplement the Development Area Declaration with respect to Lots 3 through 16, Block A of Easton Park Section 2A, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201600229 in the Official Public Records of Travis County, Texas (the "**Development Area**").

C. Declarant may construct, create, and use, or allow Homebuilders to construct, create, and use, certain Lots and areas within the Development Area for the non-residential purpose showcasing their model homes to potential purchasers (the "**Model Home**").

D. After such Homebuilders terminate their use of such Lots as Model Homes, Declarant desires to set terms and conditions for this Supplement to terminate when the Lot is conveyed to a third-party Owner that is not Declarant or a Homebuilder.

NOW, THEREFORE, Declarant hereby supplements the Development Area Declaration as follows:

1. **Model Homes.** In conjunction with the construction, creation, and use of Model Homes by the Declarant or a Homebuilder, the Declarant or the Homebuilder may create and maintain a sales office within Easton Park, as well as use sales trailers and construction trailers within the Development Area. Model Homes are not constructed to conform to the requirements of the Documents, the Master Residential Design Guidelines, or any other architectural or design guidelines applicable within Easton Park, and may require certain alterations thereto, such as but not limited to requirements regarding the construction of garages and/or driveways or as otherwise outlined below in Paragraph 2(a) through (d) or the

Skyline Model Park Phase 1 Design Guidelines to be recorded in the Official Public Records of Travis County, Texas ("**Phase 1 Model Park Design Guidelines**"); PROVIDED HOWEVER THAT NO MODEL HOME MAY BE CONVEYED TO A THIRD-PARTY OWNER THAT IS NOT DECLARANT OR A HOMEBUILDER WITHOUT COMPLYING WITH ALL RESTRICTIONS SET FORTH IN THE DOCUMENTS, INCLUDING THE MASTER RESIDENTIAL DESIGN GUIDELINES. Once a Model Home is no longer intended to be used for such non-residential purpose, any improvements or alterations to such Model Home to bring it into conformance with residential uses MUST BE APPROVED by the Easton Park Reviewer in writing prior to the commencement of such improvements or alterations.

In an effort to maintain continuity and minimize disruption within the Development, the Easton Park Reviewer DOES NOT INTEND TO APPROVE any plans for improvements or alterations to any Model Home until the earlier of the following to occur (i) the termination of the Development Period; or (ii) the Homebuilder seeking to improve or alter their Model Home has conveyed at least ninety percent (90%) of the Lots owned by such Homebuilder to Owners other than another Homebuilder; or (iii) a new Model Home location has been identified and agreed upon; or (iv) the Easton Park Reviewer has approved any such request in writing.

2. **Use Restrictions/Design Guidelines**. The Declarant or a Homebuilder may construct, or the Easton Park Reviewer may approve, a Model Home constructed on a Lot with exterior finishes, fencing and other components that do not conform to the requirements imposed on other single-family residences within the Development Area. Declarant's or Homebuilder's construction, or approval by the Easton Park Reviewer, of a Model Home which differs from the requirements imposed on other single-family residences within the Development Area shall in no event constitute a waiver of the terms and provisions of the Documents. All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

a) Model Park Design Guidelines. All design and construction within the Development Area shall comply with the requirements of the Phase 1 Model Park Design Guidelines

b) Flag Poles. No flag poles shall be installed on any Model Home by the Homebuilder. Declarant may provide a common flag pole as part of the overall community signage.

c) Exterior Music. Each Homebuilder shall provide exterior speakers that are connected to a central control system in the Amenity Center for common music to be played in the Model Home park on the exterior. The exterior speakers and other outdoor public address systems (except for emergency warning systems or alarms), may only be used between the hours of 9:00 a.m. until 9:00 p.m., CST. Homebuilders must comply will all applicable sound ordinances or other applicable requirements.

d) Parking Requirements. On the weekend, sales and construction personnel at each Homebuilder Model Home must park their automobiles in the designated parking areas from 6:00 a.m. on Saturday to 12:00 p.m. on Sunday. Only

sales personnel shall be permitted to park on Skytree Drive or Solari Drive during sales hours. During special events coordinated by the Association marketing department, the parking along Skytree Drive may require the Homebuilder's sales and/or construction personnel to alter the normal parking requirements. Representatives of the Declarant will give the Homebuilder notice of such changes in parking requirements.

e) Trash Not in Receptacles. Homebuilders shall ensure the cleanliness of the Model Home park area and secure blowing or scattered trash which has not been placed within or has escaped from a trash receptacle.

3. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration or Master Covenant. Unless expressly stated by this Supplement, all other terms and provisions of the Development Area Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of March, 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 29 2018 09:45 AM
FEE: $ 46.00 **2018045961**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Dec 14, 2021 03:12 PM Fee: $82.00
2021273063
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

DEVELOPMENT AREA DECLARATION
[MULTI-FAMILY]

A Mixed-Use Master Planned Community in
Travis County, Texas

DECLARANT: CARMA EASTON, LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

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EASTON PARK

DEVELOPMENT AREA DECLARATION
[*MULTI-FAMILY*]

This Easton Park Development Area Declaration [Multi-Family] (the "**Development Area Declaration**") is made by **CARMA EASTON, LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Declarant previously Recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]*, as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

B. Pursuant to the Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Master Covenant, and that once any such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration, in addition to the Master Covenant.

A Development Area is a portion of Easton Park which is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Master Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area as and when made subject to this Development Area Declaration by the Recording of a Notice of Annexation in accordance with *Section 9.05* of the Master Covenant will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns, and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

Article 1
DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Master Covenant.

Article 2
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions.

2.01. **Use Restrictions**. The Development Area shall be used solely for multi-family residential purposes (and any related community facilities and amenities) ("**Use Restriction**") until the date that the final certificate of occupancy is issued for the multifamily project (the "**Project**") constructed by such Owner (the "**Use Restriction Period**"). Individual apartment dwellings or rental dwellings shall be referred to collectively as "**Apartment Units**", and each, an "**Apartment Unit**". The Development Area may also be used for the establishment of a residential condominium regime, with each residential condominium units being referred to as a "**Condominium Unit**", provided the declaration establishing the condominium regime has been approved in writing by Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period. During the Use Restriction Period, the Development Area may not be used for any other purposes without the prior written consent of Declarant during the Development Period or the Board following the expiration of the Development Period, which consent may be withheld by Declarant or Board (as applicable) in its sole and absolute discretion. After the Use Restriction Period, the Use Restriction shall automatically expire and the Development Area and the improvements thereon may be used for any multi-family or residential condominium purpose permitted under the applicable zoning for the Development Area provided such use is approved by Declarant during the Development Period or by the Board thereafter. For so long as the Development Area is used for multi-family residential purposes, no professional, business, or commercial activity to which the general public is invited, other than leasing activities associated with the rental of Apartment Units, shall be conducted on any portion of the Development Area by any Owner or Occupant of an Apartment Unit, except that an Occupant may conduct business activities in an Apartment Unit so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Occupant(s) of the Apartment Unit; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the Apartment Unit; (iv) the business activity does not involve door-to-door solicitation of Occupants within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of a Development Area in which no business activity is being conducted; (vi) the business activity is consistent with the multi-family residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants of the Development Area as may be determined in the sole and absolute discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal multi-family residential operations. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. In addition, for the purpose of obtaining any business or commercial license, no Apartment Unit shall be considered open to the public. Leasing of an Apartment Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant.

2.02. **Trash**. Owners and Occupants shall place trash entirely within trash receptacles located within the Development Area, which receptacles must be approved as to location and design by the Easton Park Reviewer, and may not place trash outside, next to, or on top of the receptacle. Owners and Occupants shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

2.03. **Unsightly Articles; Vehicles.** No article reasonably deemed to be unsightly by the Board will be permitted to remain within the Development Area so as to be visible from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats and other watercraft, recreational vehicles, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible from Ordinary Public View or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner. Parking of mobile homes or inoperable vehicles within the Development Area is prohibited.

2.04. **Outside Burning.** There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Easton Park Reviewer shall be permitted. No Owner or Occupant will permit any condition to exist upon the Development Area which creates a fire hazard or violates Applicable Law.

2.05. **Animals**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep within one (1) Apartment Unit more than two (2) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within an Apartment Unit, unless confined to a leash or a kennel. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large on Common Areas or otherwise constitute a nuisance on Common Areas in the reasonable opinion of the Board. No pet may be left unattended on balconies, porches or other outside areas. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. If, in the reasonable opinion of the Board, any pet becomes a source of unreasonable annoyance, or the owner of the pet fails or refuses to comply with these restrictions set forth in this *Section 2.05*, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.06. **Antennae**. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system may be erected, maintained or placed within any portion of the Development Area without the prior written approval of the Easton Park Reviewer; provided, however, that:

(a) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(c) an antenna that is designed to receive television broadcast signals;

(collectively, (a) through (c) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in Rules adopted by the Easton Park Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from Ordinary Public View. A master antenna, cable, or other communication system may be installed for the benefit of all or any portion of the Development Area, provided that such master antenna, cable, or other communication system is approved in advance and in writing by the Easton Park Reviewer. A Permitted Antenna exists at the sole risk of the Owner and/or Occupant. The Association does not insure the Permitted Antenna and is not liable to the Owner or the Occupant for any loss or damage to the Permitted Antenna from any cause.

An Occupant or Owner may erect a Permitted Antenna (after written notification has been provided to the Easton Park Reviewer) if the Owner or Occupant has an exclusive use area in which to install the Permitted Antenna. An "exclusive use area" is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners or Occupants, e.g., an Apartment Unit or balcony exclusively serving such Apartment Unit. Unless otherwise approved by the Easton Park Reviewer, the Permitted Antenna must be entirely within the exclusive use area of an Apartment Unit. For example, if a Permitted Antenna is erected on a balcony, the Permitted Antenna may not protrude or extend outside of the balcony. UNLESS EXPRESSLY APPROVED IN ADVANCE AND IN WRITING BY THE EASTON PARK REVIEWER, NO OWNER OR OCCUPANT MAY INSTALL OR ERECT A SATELLITE DISH ON THE EXTERIOR WALL OR ROOF OF ANY IMPROVEMENT CONSTRUCTED ON THE DEVELOPMENT AREA.

2.07. **Signs; Solar Energy Devices; Standby Electric Generators**. Except for those permitted signs as set forth below or otherwise permitted by Applicable Law, no sign of any kind may be displayed or visible from Ordinary Public View within any portion of the Development Area, without the prior written approval of the Easton Park Reviewer.

(a) Permitted Under the Documents. Signs which are expressly permitted pursuant to the Design Guidelines or Rules may be displayed within the Development Area.

(b) Sales and Marketing. Signs which are part of Declarant's overall marketing, sale, or construction plans, or activities for the Development shall be permitted on the Development Area.

(c) Religious Signs. A religious item is permitted on the entry door or door frame of an Apartment Unit (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the Apartment Unit, does not exceed twenty-five (25) square inches (5" x 5").

(d) Project Signs. Monument, directional and building signage for the Project shall be permitted on the Development Area.

(e) Solar Energy Devices. No solar energy device any kind may be installed within any portion of the Development Area, without the prior written approval of the Easton Park Reviewer.

(f) Standby Electric Generators. No standby electric generator any kind may be installed within any portion of the Development Area, without the prior written approval of the Easton Park Reviewer.

2.08 Exterior Illumination. All exterior illumination must be approved in advance and in writing by the Easton Park Reviewer, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.

2.09. Storage and Loading Areas. Once construction on the Development Area is completed, unless approved in advance and in writing by the Easton Park Reviewer, no materials, supplies or equipment, including trucks or other motor vehicles, shall be stored upon any portion of the Development Area except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.

2.10. Screening. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. Once construction on the Development Area is completed, unless otherwise approved in advance and in writing by the Easton Park Reviewer, no lumber, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Development Area, except within enclosed structures, or appropriately screened from view. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, liquid propane gas, oil and other exterior tanks shall be kept within enclosed structures, or screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the Easton Park Reviewer.

2.11. Maintenance. Each Owner shall have the duty and responsibility, at its sole cost and expense, to keep the Development Area and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board shall determine in its reasonable discretion whether a violation of the maintenance obligations set forth in this *Section 2.11* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing;
(c) Tree and shrub pruning;
(d) Watering;
(e) Keeping exterior lighting and mechanical facilities in working order;
(f) Keeping lawn and garden areas alive, free of weeds, and attractive;
(g) Keeping planting beds free from turf grass;
(h) Keeping sidewalks and driveways in good repair;
(i) Complying with all Applicable Law;
(j) Repainting of Improvements; and
(k) Repair of exterior damage, and wear and tear to Improvements.

Article 3
CONSTRUCTION RESTRICTIONS

3.01. Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Easton Park Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Easton Park Reviewer may adopt Design Guidelines applicable to the Development Area. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Easton Park Reviewer as authorized by the Master Covenant. The construction of a residence within the Development Area shall be constructed in a manner to achieve a rating of two stars or greater under the Austin Energy Green Building Program, or sufficient to achieve a reasonably equivalent rating under another program approved by the City. Any and all toilets, bathroom sink faucets, showers heads and irrigation system components located on a Lot shall be required to be labeled as meeting the standards of the EPA WaterSense Program, or a comparable program approved by the City. If such EPA WaterSense Program ceases to exist, such fixtures and irrigation system components shall be labeled, certified or approved through a comparable program established or approved by the EPA and/or the City.

3.02. Condominium Regime. No for sale residential condominium regime will be impressed upon all or any portion of the Development Area unless the declaration establishing the for sale residential condominium regime has been approved in writing by Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period. In the event that a condominium regime is impressed upon all or any portion of the Development Area, Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period, may amend this Development Area Declaration to the extent necessary to reflect that the provisions otherwise applicable to the Development Area apply to each Condominium Unit.

3.03. Utility Lines. Unless otherwise approved by the Easton Park Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

3.04. **Fences**. No fence may be constructed on the Development Area without the prior written consent of the Easton Park Reviewer. Additional fencing requirements, if any, are set forth in the Design Guidelines.

3.05. **Concrete Truck Clean-Out Site**. An Owner who commences construction on the Development Area may designate a portion of the Development Area, which must be approved in advance by the Easton Park Reviewer, for the cleaning of concrete trucks used by such Owner or its subcontractors during construction (the "**Clean-Out Site**"). Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.05,* Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1.5%) per month) will be assessed against and chargeable to the portion of the Development Area owned by Owner. Any such amounts assessed and chargeable hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.06. **Erosion Control and Construction Regulations**. The following restrictions shall apply to all construction activities in the Development Area. It is the responsibility of the Owner to adhere to state and federal stormwater runoff protection and prevention requirements that may be applicable to the Owner's construction activities and to obtain proper permits as may be required by Applicable Law. Periodic inspections by a representative of the Easton Park Reviewer may take place in order to identify non-complying construction activities. If items identified are not in compliance with Applicable Law or regulations and are not remedied in a timely manner, as determined by the Easton Park Reviewer, fines may be levied against the Owner as Individual Assessments.

3.07. **Erosion Control Installation and Maintenance.** Upon written approval by the Easton Park Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

(a) Silt Fencing. Silt fencing installed in accordance with Applicable Law is required to be properly installed and maintained to protect the low sides of all disturbed areas, where stormwater will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

(b) Sediment Removal. Built-up sediment shall be removed from the silt fence after heavy or successive rains. Any breach in fencing shall be repaired or replaced. If for any reason the silt fence is to be temporarily removed, a representative of the Easton Park Reviewer must be contacted prior to the removal.

(c) Street Cleaning. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

3.08 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Easton Park Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Easton Park Reviewer.

3.09 Garages; Minimum Parking Spaces. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Easton Park Reviewer. No garage may be permanently enclosed or otherwise used for habitation. Additional garage requirements or minimum parking requirements for each dwelling may be set forth in the Design Guidelines.

3.10 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a dwelling or on the roof of any dwelling, unless otherwise approved in advance by the Easton Park Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a dwelling or at any other location where it would be visible from Ordinary Public View on an adjacent Lot.

3.11 Owner's Obligation to Maintain Street Landscape Area. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "**ST Landscape Area**") in accordance with the Design Guidelines, unless the responsibility for maintaining the ST Landscape Area has been assumed by the Association in a Recorded written instrument. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) maintain the Owner's ST Landscape Area in accordance with the Design Guidelines, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.11* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.12 Construction Activities. This Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an

Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Easton Park Reviewer in its reasonable judgment, the Easton Park Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.12*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S NEGLIGENCE OR WILLFUL MISCONDUCT.

Article 4
DEVELOPMENT

4.01. Addition of Land. Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a Notice of Annexation as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Development Area Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Area Declaration, unless otherwise provided in any such Notice of Annexation. To add land to the Development Area, Declarant will be required only to Record a Notice of Annexation land (which notice may be contained within any Notice of Annexation filed pursuant to *Section 9.05* of the Master Covenant) containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land;

(c) A legal description of the added land; and

(d) Any special provisions or restrictions applicable to the added land (including any provisions or restrictions modifying the terms of the Master Covenant or this Development Area Declaration with respect to the added land).

4.02. Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

4.03. Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, rights, and duties hereunder.

Article 5
GENERAL PROVISIONS

5.01. Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2071, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this document, descendants of Elizabeth II, Queen of England.

5.02. Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone during the Development Period; or (ii) by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until

expiration or termination of the Development Period) and Members of the Development Area entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association subject to this Development Area Declaration. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03. Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.04. Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

5.05. Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

5.06. Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration against any Owner, at such Owner's own expense. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.07. Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

5.08. Conflicts Constitute Amendments. In the event of any conflict between the terms and provisions of this Development Area Declaration and the terms and provisions of the Master

Covenant, the terms and provisions of this Development Area Declaration shall supersede and control and constitute an amendment to the Master Covenant. In the event of any conflict between the terms and provisions of this Development Area Declaration or Master Covenant and the terms of any Notice of Annexation, the terms and provisions of the Notice of Annexation shall supersede and control as an amendment (and not as a conflict) to the Master Covenant or Development Area Declaration (as applicable).

[SIGNATURE PAGE FOLLOWS]

[EXECUTION PAGE TO EASTON PARK DEVELOPMENT AREA DECLARATION [MULTI-FAMILY]]

EXECUTED to be effective the date this instrument is Recorded.

DECLARANT:

CARMA EASTON, LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 14th day of December, 2021 by Chad Matheson, Chief Financial Officer of Carma Easton, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 129849950

_____
Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 19, 2022 11:06 AM Fee: $70.00
2022193480
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

Corridor Title Co. GF# 22-1148-C

EASTON PARK

DEVELOPMENT AREA DECLARATION
[COMMERCIAL]

A Mixed-Use Master Planned Community in
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

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EASTON PARK

DEVELOPMENT AREA DECLARATION
[*COMMERCIAL*]

This Easton Park Development Area Declaration [Commercial] (the "**Development Area Declaration**") is made by **CARMA EASTON LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Declarant previously Recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]*, as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time. (the "**Master Covenant**").

B. Pursuant to the Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Master Covenant, and that once any such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration, in addition to the Master Covenant.

A Development Area is a portion of Easton Park which is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Master Covenant.

D. Upon the Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. Recorded Notices of Annexation may include or exclude membership rights in the Association and allow or deny access rights to amenities in Easton Park for Owners and Occupants specific to such Property identified in such Notice of Annexation. Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area.**"

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area as and when made subject to this Development Area Declaration by the Recording of a Notice of Annexation in accordance with *Section 9.05* of the Master Covenant will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns, and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

Article 1
DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Master Covenant.

Article 2
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions.

2.01. **Use Restrictions**. The Development Area shall be used solely for non-residential, commercial purposes (and any related commercial facilities and amenities) so long as such activity complies with Applicable Law and has been approved in advance by the Declarant during the Development Period and by the Board thereafter. The Development Area may not be used for any other purposes without the prior written consent of the Declarant during the Development Period and by the Board thereafter, which consent may be withheld by the Declarant or Board (as applicable) in its sole and absolute discretion. This subsection shall not apply to any activity conducted by Declarant.

2.02. **Trash**. Owners and Occupants shall place trash entirely within trash receptacles located within the Development Area, which receptacles must be approved as to location and design by the Easton Park Reviewer, and may not place trash outside, next to, or on top of the receptacle. Boxes and large objects shall be crushed or broken down before being placed into a trash receptacle. Trash receptacles shall remain closed at all times when not in use. Owners and Occupants shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

2.03. **Unsightly Articles; Vehicles; Parking**. No article deemed to be unsightly by the Board will be permitted to remain within the Development Area so as to be visible from Ordinary Public View. Service areas, storage areas and compost piles must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. Minimum parking requirements for particular land uses by be established by the Easton Park Reviewer.

2.04. **Outside Burning**. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Easton Park Reviewer shall be permitted. No Owner or Occupant will permit any condition to exist upon the Development Area which creates a fire hazard or violates Applicable Law.

2.05. **Animals**. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed.

2.06. **Signs; Solar Energy Devices; Standby Electric Generators**. Except for those permitted signs as set forth below or otherwise permitted by Applicable Law, no sign of any kind may be displayed or visible from Ordinary Public View within any portion of the Development Area, without the prior written approval of the Easton Park Reviewer. Any solar energy device or standby electric generator must be approved in advance by the Easton Park Reviewer.

(a) Permitted Under the Documents. Signs which are expressly permitted pursuant to the Design Guidelines or Rules may be displayed within the Development Area.

(b) Sales and Marketing. Signs which are part of Declarant's overall marketing, sale, or construction plans, or activities for the Property shall be permitted on the Development Area.

2.07. Exterior Illumination. All exterior illumination must be approved in advance and in writing by the Easton Park Reviewer, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.

2.08. Storage and Loading Areas. Unless approved in advance and in writing by the Easton Park Reviewer, no materials, supplies or equipment, including trucks or other motor vehicles, shall be stored upon any portion of the Development Area except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.

2.09. Screening. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, no lumber, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Development Area, except within enclosed structures, or appropriately screened from view. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, liquid propane gas, oil and other exterior tanks shall be kept within enclosed structures, or screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the Easton Park Reviewer.

2.10. Maintenance. Each Owner shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.10* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;
(b) Lawn mowing;
(c) Tree and shrub pruning;
(d) Watering;
(e) Keeping exterior lighting and mechanical facilities in working order;
(f) Keeping lawn and garden areas alive, free of weeds, and attractive;
(g) Keeping planting beds free from turf grass;
(h) Keeping sidewalks and driveways in good repair;
(i) Complying with all Applicable Law;
(j) Repainting of Improvements; and
(k) Repair of exterior damage, and wear and tear to Improvements.

Article 3
CONSTRUCTION RESTRICTIONS

3.01. Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Easton Park Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Easton Park Reviewer may adopt Design Guidelines applicable to the Development Area. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Easton Park Reviewer as authorized by the Master Covenant.

3.02. Condominium Regime. No condominium regime will be impressed upon all or any portion of the Development Area unless the declaration establishing the condominium regime has been approved in writing by the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period. In the event that a condominium regime is impressed upon all or any portion of the Development Area, the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period, may amend this Development Area Declaration to the extent necessary to reflect that the provisions otherwise applicable to the Development Area apply to each Condominium Unit.

3.03. Utility Lines. Unless otherwise approved by the Easton Park Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

3.04. Fences. No fence may be constructed on the Development Area without the prior written consent of the Easton Park Reviewer. Additional fencing requirements, if any, are set forth in the Design Guidelines.

3.05. Concrete Truck Clean-Out Site. An Owner who commences construction on the Development Area may designate a portion of the Development Area, which must be approved in advance by the Easton Park Reviewer, for the cleaning of concrete trucks used by such Owner or its subcontractors during construction (the "**Clean-Out Site**"). Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.05,* the Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1.5%) per month) will be assessed against and chargeable to the portion of the Development Area owned by Owner. Any such amounts assessed and chargeable hereunder will be secured by the liens reserved in the Master Covenant for

Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.06. Erosion Control and Construction Regulations. The following restrictions shall apply to all construction activities in the Development Area. It is the responsibility of the Owner to adhere to state and federal stormwater runoff protection and prevention requirements that may be applicable to the Owner's construction activities and to obtain proper permits as may be required by Applicable Law. Periodic inspections by a representative of the Easton Park Reviewer may take place in order to identify non-complying construction activities. If items identified are no in compliance with Applicable Law or regulations and are not remedied in a timely manner, as determined by the Easton Park Reviewer, fines may be levied against the Owner as Individual Assessments.

3.07. Erosion Control Installation and Maintenance. Upon written approval by the Easton Park Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

(a) **Silt Fencing**. Silt fencing installed in accordance with Applicable Law is required to be properly installed and maintained to protect the low sides of all disturbed areas, where stormwater will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

(b) **Sediment Removal**. Built-up sediment shall be removed from the silt fence after heavy or successive rains. Any breach in fencing shall be repaired or replaced. If for any reason the silt fence is to be temporarily removed, a representative of the Easton Park Reviewer must be contacted prior to the removal.

(c) **Street Cleaning**. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

3.08 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Easton Park Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Easton Park Reviewer.

3.09 Owner's Obligation to Maintain Street Landscape Area. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "**ST Landscape Area**") in accordance with the Design Guidelines, unless the responsibility for maintaining the ST Landscape Area has been assumed by the Association in a Recorded written instrument. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) maintain the Owner's ST Landscape Area in accordance with the Design Guidelines, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally

liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.09* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.10 **Construction Activities**. This Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Easton Park Reviewer in its sole Judgment, the Easton Park Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.10* INCLUDING ANY COST, LOSS,

DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

Article 4
DEVELOPMENT

4.01. Addition of Land. Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Development Area Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any Notice of Annexation filed pursuant to *Section 9.05* of the Master Covenant) containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02. Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

4.03. Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of

its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, rights, and duties hereunder.

Article 5
GENERAL PROVISIONS

5.01. **Term**. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2071, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this document, descendants of Elizabeth II, Queen of England.

5.02. **Amendment**. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone during the Development Period; or (ii) by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members of the Development Area entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association subject to this Development Area Declaration. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03. **Notices**. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.04. **Interpretation**. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

5.05. **Gender**. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

5.06. **Enforcement and Nonwaiver**. Except as otherwise provided herein, any Owner, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration against any Owner, at such Owner's own expense. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.07. **Construction**. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

[EXECUTION PAGE TO EASTON PARK DEVELOPMENT AREA DECLARTAION [COMMERCIAL]]

EXECUTED on the date set forth in the acknowledgment below to be effective the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 15th day of December, 2022 by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public Signature

ELECTRONICALLY RECORDED 2016027463
TRV 14 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT *[RESIDENTIAL]*

A Mixed-Use Master Planned Community
Travis County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" TO THE MASTER COVENANT (AS SUCH TERM IS DEFINED HEREIN) IS SUBJECT TO THE TERMS OF THIS COMMUNITY ENHANCEMENT COVENANT UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH *SECTION 9.05* OF THE MASTER COVENANT AS FURTHER DESCRIBED BELOW.

THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THAT CERTAIN EASTON PARK COMMUNITY ENHANCEMENT COVENANT RECORDED AS DOCUMENT NO. 2015092652, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED.

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307 in the Official Public Records of Travis County, Texas.

EASTON PARK

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EASTON PARK

AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT *[RESIDENTIAL]*

This Amended and Restated Community Enhancement Covenant for Easton Park *[Residential]* (the **"Community Enhancement Covenant"**), is made by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant previously executed and recorded that certain Easton Park Master Covenant, recorded as Document No. 2015030792, Official Public Records of Travis County, Texas, as amended by that First Amendment to the Master Covenant, recorded as Document 2015192016, Official Public Records of Travis County, Texas (collectively, the "**Original Master Covenant**"). Declarant amended and restated the Original Master Covenant with that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**").

B. Declarant previously executed and recorded that certain Easton Park Community Enhancement Covenant, recorded as Document No. 2015092652, Official Public Records of Travis County, Texas (the "**Original Community Enhancement Covenant**").

C. Pursuant to the Original Community Enhancement Covenant, Declarant served notice that upon the Recordation of a Notice of Annexation in the Official Public Records of Travis County, Texas: (a) the portions of the Property described therein shall be governed by and fully subject to the Original Community Enhancement Covenant; and (b) the portions of the Property described therein and any additional property made subject to the Community Enhancement Covenant in the future shall constitute the **"Development"** for the purposes set forth herein.

D. Portions of the Property were made subject to the Original Master Covenant and the Original Community Enhancement Covenant upon the Recording of that certain Notice of Applicability [Residential] Section 1A, recorded under Document No. 2015091611 in the Official Public Records of Travis County, Texas (**"Prior Notice of Annexation"**). Upon Recordation, the portions of the Property described in such Prior Notice of Annexation became part of the Development (as more fully defined below), and thus governed by and fully subject to the Original Master Covenant and the Original Community Enhancement Covenant.

No portion of the Property is subject to the terms and provisions of this Community Enhancement Covenant until a Notice of Annexation (as defined in *Section 9.05* of the Master Covenant) is Recorded. A Notice of Annexation may only be Recorded by Declarant. If Declarant is not the owner of any portion of the Property then being made subject to the terms and provisions of the Master Covenant, the owner of the Property must execute the Notice of Annexation evidencing its consent to its Recordation.

E. *Section 3.02* of the Original Community Enhancement Covenant provides that it may be amended by Declarant acting alone and unilaterally. Pursuant to *Section 3.02* of the Original Community Enhancement Covenant, and through the Recordation of this Community Enhancement Covenant, Declarant desires to and hereby so does amend and restate the Original Community Enhancement Covenant in its entirety, as set forth in this Community Enhancement Covenant, and upon Recordation of this Community Enhancement Covenant, those portions of the Property which were already made subject to the Original Community Enhancement Covenant are and shall continue to be encumbered by the terms and conditions of this Community Enhancement Covenant.

F. Upon Recordation by Declarant, and as further set forth below, this Community Enhancement Covenant creates a vehicle and a process through which all stakeholders in the Development (*i.e.*, Declarant, the Association, Homebuilders, Owners, Occupants, etc.) can uphold the Development vision through the establishment of an administrative and funding structure with the mission and authority to enhance overall quality of life and promote individual and collective creativity and interests within the Development, through the levy and collection of a Community Enhancement Fee (as defined below).

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Community Enhancement Covenant by the Recording of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) each contract or deed conveying those portions of the Property which are made subject to this Community Enhancement Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; (iii) upon Recording of this Community Enhancement Covenant, all portions of the Property already made subject to the Original Community Enhancement Covenant are and shall continue to be encumbered by the terms and conditions of this Community Enhancement Covenant; and (iv) that this Community Enhancement Covenant will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

Property versus Development	
"Property" -	**Land described in *Exhibit "A"* to the Master Covenant. This is the land that may be made subject to this Community Enhancement Covenant, from time to time, by the Recording of one or more Notices of Annexation pursuant to *Section 9.05* of the Master Covenant.**
"Development" -	**This is the portion of the land described in *Exhibit "A"* to the Master Covenant that has been made subject to this Community Enhancement Covenant through the Recordation of a Notice of Annexation.**

ARTICLE I
DEFINITIONS

In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

1.01 "Association" means Easton Park Master Community, Inc., a Texas nonprofit corporation which was created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in the Master Covenant.

1.02 "Board" means the Board of Directors of the Association.

1.03 "Community Enhancement Fee" means a fee equal to the Transfer Price (as further defined herein) multiplied by 0.0015, which is payable to the Association upon the non-excluded Transfer of a Lot or Condominium Unit within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant.

1.04 "Community Investment Fund" means the account designated pursuant to this Community Enhancement Covenant to receive the Community Enhancement Fee.

1.05 "Condominium Unit" shall have the meaning set forth in the Master Covenant.

1.06 "Development" shall have the meaning set forth in the Master Covenant.

1.07 "District" shall have the meaning set forth in the Master Covenant.

1.08 "Improvements" shall have the meaning set forth in the Master Covenant.

1.09 "Lot" shall have the meaning set forth in the Master Covenant.

1.10 "Majority" means more than half.

1.11 "Transfer" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Community Enhancement Covenant.

1.12 "Transfer Price" means the greater of: (a) the sales price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any Improvements

or betterments constructed thereon, as determined by the Travis County Appraisal District in their most recent valuation of such Lot or Condominium Unit for *ad valorem* tax purposes. For purposes of clause (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

1.13 "Transferee" means all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Community Enhancement Covenant.

1.14 "Transferor" means all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of the Transferor under this Community Enhancement Covenant.

ARTICLE II
COMMUNITY ENHANCEMENT FEE

2.01 Community Enhancement Fee. The Board, acting on behalf of the Association shall have the authority to levy and collect the Community Enhancement Fee, as further set forth below.

2.02 Community Activities, Services, Programs and Capital Improvements. Through the collection and administration of the Community Enhancement Fee, the Board may organize, fund, and administer such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate to serve as a means to (a) enhance and promote the advancement of the Development, (b) encourage, support and fund programs, activities, services, interests or construction of Improvements or other infrastructure benefiting, affecting or of interest to the Development, (c) fund the provision of electronic access to Development documents and documents pertaining to the Development, and (d) fund charitable, educational, social, cultural, recreational, environmental, political and/or physical activities, capital Improvements or other infrastructure, services or programs benefiting, affecting or of interest to the Development and the Property (collectively, (a) – (d) are the **"Community Enhancements"**) which may include, but are not limited to, the following:

(a) other services, activities, and programs which enhance the sense of community within the Development;

(b) primary and adult formal or informal education programs;

(c) training and orientation programs;

(d) learning centers, computer centers, activity centers and/or business centers;

(e) coordinated activities and recreational and social programs (*e.g.*, book clubs, hikes, cooking classes, scavenger hunts, etc.);

(f) environmental programs (*e.g.,* community-wide recycling, community gardens);

(g) activities designed to promote compliance with community regulations through education, communication, and grass roots support;

(h) promotional and public relations activities on behalf of the Development;

(i) cultural, artistic, environmental, and wellness programs;

(j) community services for the benefit of the Development's residents (*e.g.,* caretaker services, childcare, personal shopping services, etc.);

(k) developing, hosting or maintaining Development internet or intranet sites;

(l) capital Improvements consisting of charitable, educational, cultural, social, recreational, environmental, political, physical fitness and/or wellness facilities or other infrastructure;

(m) community-wide audio, video and technology;

(n) charter clubs and other volunteer organizations and activities; and

(o) other services, activities, and programs which enhance the sense of community within the Development.

Nothing in this Section shall be construed as a representation by Declarant, the Board or the Association of what, if any, activities, services, programs or Improvements shall be provided or facilitated.

2.03 Contributions to Districts, Tax Exempt Organizations or Reserves. On behalf of the Association, the Board may contribute money, real or personal property, or services to any District or any nonprofit, tax-exempt organization, the operation of which confers some benefit upon the Development, the Association, its members, or residents. The Board may also approve additional funds to be contributed to any reserves established by the Association for the benefit of the Development, the Association, its members or residents. Any funds contributed to such District, a tax-exempt organization or the Association's reserves may be paid from the Community Investment Fund. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the **"Code"**), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

2.04 Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Development, the Transferee thereof shall be obligated to pay a "**Community Enhancement Fee**" to the Association equal to the **Transfer Price multiplied by 0.0015**, unless the Transfer in question is excluded under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment

imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferee does not pay the Community Enhancement Fee as required by this Section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with *Article 5* of the Master Covenant.

(c) Deposit of Community Enhancement Fee Into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferee shall provide a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any owner or Transferee which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon Majority vote, the Board may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Community Enhancement Covenant or to pay costs to administer this Community Enhancement Covenant and the Community Investment Fund.

(f) Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an Assessment lien arising under *Article 5* of the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the

Community Enhancement Fee which shall be enforced as an Assessment lien in accordance with the terms and provisions set forth in *Article 5* of the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in questions; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Community Enhancement Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records for Travis County, Texas. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other Assessment liens as further set forth in *Article 5* of the Master Covenant.

(g) Reporting on Exclusions from Community Enhancement Fee. In the event that a Transferee is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Enhancement Fee under this Section, the Transferee shall provide written notice (the "**Notice of Claim of Exclusion**") to the Board within five (5) days prior to the Transfer in question, explaining the Transfer and the reason the Transferee believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, the Board will notify the Transferee or the Transferee's title company of its obligation to pay the Community Enhancement Fee to the Association and the Transferee shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferee submitting such Notice of Claim of Exclusion, and the Transferee shall promptly provide the Board with such additional information. Copies of all notices and correspondence between the Transferee and the Board under this Section shall be provided to the Transferor of the subject Transfer by the party initiating such notice or correspondence. Notwithstanding the foregoing, Transferees involved in the excluded Transfers as set forth in subparagraphs (h)(iii), (h)(iv), (h)(v), and (h)(vi) below shall not be required to submit a Notice of Claim of Exclusion, and such Transfers shall automatically be excluded from the Community Enhancement Fee.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to any of the Transfers set forth in subparagraphs (i) – (xiv) below, except to the extent that any of such Transfers are used for the purpose of avoiding the Community Enhancement Fee.

(i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, municipality, district or other political subdivision of such state.

(ii) Transfer to the Association. Any Transfer to the Association created pursuant to the Master Covenant, or its respective successors or assignees.

(iii) Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

(iv) Transfer from Declarant. Unless waived in writing by Declarant, any Transfer from or by Declarant or its successor, assignee or affiliate.

(v) Transfer to Homebuilder or Development Owner. Any Transfer from Declarant, or its successor, assignee or affiliate, to a Homebuilder or Development Owner. For purposes of this subparagraph, **"Development Owner"** means any Owner who acquires a Lot for the purpose of resale to a Homebuilder; and **"Homebuilder"** means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

(vi) Transfer from Homebuilder. Any Transfer from a Homebuilder, or its successor, assignee or affiliate.

(vii) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

(viii) Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

(ix) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

(x) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

(xi) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

(xii) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (a) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a "**Holding Company**"), or (b) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

(xiii) Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer.

(xiv) Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

ARTICLE III
MISCELLANEOUS

3.01 Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Community Enhancement Covenant shall entitle Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Community Enhancement Covenant.

3.02 Amendment. This Community Enhancement Covenant may be amended: (a) unilaterally by the Declarant during the Development Period; or (b) by a Majority vote by the Board and for a period of thirty (30) years following the date of initial Recording of this Community Enhancement Covenant, the written consent of Declarant, or its express successors or assignees, unless Declarant's right to consent is terminated in writing.

3.03 Enforcement. The Association or Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Community Enhancement Covenant.

3.04 Inurement. This Community Enhancement Covenant and the restrictions created hereby are binding upon the Owners of all or any portion of the Property.

3.05 Severability; Governing Law. The provisions of this Community Enhancement Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Community Enhancement Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Community Enhancement Covenant is performable in Travis County, Texas.

3.06 Notices. Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as FedEx) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Community Enhancement Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

[*SIGNATURE APPEARS ON FOLLOWING PAGE*]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24 day of February, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
February 25 2016 01:40 PM
FEE: $ 78.00 **2016027463**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
May 26, 2022 09:22 AM Fee: $42.00
2022094527
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

FIRST AMENDMENT TO AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; to that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

FIRST AMENDMENT
TO AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT
[RESIDENTIAL]

This First Amendment to Amended and Restated Community Enhancement Covenant [Residential] ("**First Amendment**") for Easton Park is made by Carma Easton LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**").

B. Declarant previously executed and recorded that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas (the "**Community Enhancement Covenant**").

C. *Section 3.02* of the Community Enhancement Covenant provides that it may be amended by Declarant acting alone and unilaterally.

D. Pursuant to *Section 3.02* of the Community Enhancement Covenant, and through the Recordation of this First Amendment, Declarant desires to and hereby so does amend the Community Enhancement Covenant as set forth in this First Amendment.

E. Upon Recordation of this First Amendment, those portions of the Property which were already made subject to the Community Enhancement Covenant are and shall continue to be encumbered by the terms and conditions of the Community Enhancement Covenant, as amended by this First Amendment.

NOW THEREFORE, the Community Enhancement Covenant is hereby amended as follows:

1. Replacement of Section 2.04(a). Section 2.04(a) of the Community Enhancement Covenant is deleted in its entirety and replaced by the following Section 2.04(a)(i) and (ii):

(a) Obligation to Pay Community Enhancement Fee.

(i) *Transfer - Community Enhancement Fee for the Transfer of a Lot or Condominium Unit for any unit closed on or by March 31, 2022* . Upon the Transfer of any Lot or Condominium Unit from an Owner within the Development, the Transferee thereof shall be obligated to pay a **"Community Enhancement Fee"** to the Association equal to the **Transfer Price multiplied by**

0.0015, unless the Transfer in question is excluded under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

(ii) *Subsequent Transfers - Community Enhancement Fee for Subsequent Transfers of a Lot or Condominium Unit for any unit closed on or by May 31, 2022.* Upon each subsequent Transfer of any Lot or Condominium Unit from an Owner within the Development, the Transferee thereof shall be obligated to pay a **"Community Enhancement Fee"** to the Association equal to the **Transfer Price multiplied by 0.005,** unless the Transfer in question is excluded under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

(iii) *Transfer - Community Enhancement Fee for the Transfer of a Lot or Condominium Unit for any unit closed on or after June 1, 2022.* Upon the Transfer of any Lot or Condominium Unit from an Owner within the Development, the Transferee thereof shall be obligated to pay a **"Community Enhancement Fee"** to the Association equal to the **Transfer Price multiplied by 0.005,** unless the Transfer in question is excluded under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

2. Replacement of Section 1.03. The defined term "Community Enhancement Fee" located in Section 1.03 of the Community Enhancement Covenant is deleted in its entirety and replaced with the following defined term:

1.03 "**Community Enhancement Fee**" means the following:

(a) with respect to the *initial* Transfer of a Lot or Condominium Unit on or before March 31, 2022, a fee equal to the Transfer Price (as further defined herein) multiplied by **0.0015**, which is payable to the Association upon the non-excluded Transfer of a Lot or Condominium Unit within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant; or

(b) with respect to *subsequent* Transfers of a Lot or Condominium Unit on or before March 31, 2022, a fee equal to the Transfer Price (as further defined herein) multiplied by **0.005**, which is payable to the Association upon the non-excluded Transfer of a Lot or Condominium Unit

within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant.

(c) with respect to Transfers (*both initial and subsequent*) of a Lot or Condominium Unit on or after April 1, 2022, a fee equal to the Transfer Price (as further defined herein) multiplied by **0.005**, which is payable to the Association upon the non-excluded Transfer of a Lot or Condominium Unit within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant.

3. Definitions. All capitalized terms shown in this First Amendment shall have their meaning as expressed under the Master Covenant or the Community Enhancement Covenant unless otherwise indicated herein.

4. No Other Modifications. Except as expressly modified by this First Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Community Enhancement Covenant shall continue in full force and effect.

[Signature page to follow]

[EXECUTION PAGE TO FIRST AMENDMENT
TO AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]]

Executed to be effective upon Recording.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 25th day of May, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Jun 03, 2022 12:58 PM Fee: $42.00
2022099688
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

SECOND AMENDMENT TO AMENDED AND RESTATED EASTON PARK COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; to that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SECOND AMENDMENT TO THE EASTON PARK AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

This *Second Amendment to the Easton Park Amended and Restated Community Enhancement Covenant [Residential]* ("**Second Amendment**") for Easton Park is made by Carma Easton LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**").

B. Declarant previously executed and recorded that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to the Easton Park Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022094527 in the Official Public Records of Travis County Texas (collectively, the "**Community Enhancement Covenant**").

C. *Section 3.02* of the Community Enhancement Covenant provides that it may be amended by Declarant acting alone and unilaterally.

D. Pursuant to *Section 3.02* of the Community Enhancement Covenant, and through the Recordation of this Second Amendment, Declarant desires to and hereby so does amend the Community Enhancement Covenant as set forth in this Second Amendment.

E. Upon Recordation of this Second Amendment, those portions of the Property which were already made subject to the Community Enhancement Covenant are and shall continue to be encumbered by the terms and conditions of the Community Enhancement Covenant, as amended by this Second Amendment.

NOW THEREFORE, the Community Enhancement Covenant is hereby amended as follows:

1. Replacement of Section 2.04(a). Section 2.04(a) of the Community Enhancement Covenant is deleted in its entirety and replaced by the following Section 2.04(a)(i) and (ii):

(a) Obligation to Pay Community Enhancement Fee.

(i) *Transfer - Community Enhancement Fee for the Transfer of a Lot or Condominium*

*Unit for any unit closed on or by **May 31, 2022***. Upon the Transfer of any Lot or Condominium Unit from an Owner within the Development, the Transferee thereof shall be obligated to pay a **"Community Enhancement Fee"** to the Association equal to the **Transfer Price multiplied by 0.0015,** unless the Transfer in question is excluded under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

(ii) *Subsequent Transfers - Community Enhancement Fee for Subsequent Transfers of a Lot or Condominium Unit for any unit closed on or by **May 31, 2022***. Upon each subsequent Transfer of any Lot or Condominium Unit from an Owner within the Development, the Transferee thereof shall be obligated to pay a **"Community Enhancement Fee"** to the Association equal to the **Transfer Price multiplied by 0.005,** unless the Transfer in question is excluded under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

(iii) *Transfer - Community Enhancement Fee for the Transfer of a Lot or Condominium Unit for any unit closed on or after **June 1, 2022***. Upon the Transfer of any Lot or Condominium Unit from an Owner within the Development, the Transferee thereof shall be obligated to pay a **"Community Enhancement Fee"** to the Association equal to the **Transfer Price multiplied by 0.005,** unless the Transfer in question is excluded under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

2. Replacement of Section 1.03. The defined term "Community Enhancement Fee" located in Section 1.03 of the Community Enhancement Covenant is deleted in its entirety and replaced with the following defined term:

1.03 "**Community Enhancement Fee**" means the following:

(a) with respect to the *initial* Transfer of a Lot or Condominium Unit on or before **May 31, 2022**, a fee equal to the Transfer Price (as further defined herein) multiplied by **0.0015**, which is payable to the Association upon the non-excluded Transfer of a Lot or Condominium Unit within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant; or

(b) with respect to *subsequent* Transfers of a Lot or Condominium Unit on or before **May 31, 2022**, a fee equal to the Transfer Price (as further defined herein) multiplied by **0.005**, which is payable to the Association upon the non-excluded Transfer of a Lot or Condominium Unit within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant.

(c) with respect to Transfers (*both initial and subsequent*) of a Lot or Condominium Unit on or after **June 1, 2022**, a fee equal to the Transfer Price (as further defined herein) multiplied by **0.005**, which is payable to the Association upon the non-excluded Transfer of a Lot or Condominium Unit within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant.

3. Definitions. All capitalized terms shown in this Second Amendment shall have their meaning as expressed under the Master Covenant or the Community Enhancement Covenant unless otherwise indicated herein.

4. No Other Modifications. Except as expressly modified by this Second Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Community Enhancement Covenant shall continue in full force and effect.

[Signature page to follow]

[EXECUTION PAGE TO SECOND AMENDMENT TO EASTON PARK AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]]

Executed to be effective upon Recording.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 31st day of May, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

ELECTRONICALLY RECORDED 2015031273
TRV 39 PGS

WINSTEAD
ATTORNEYS

After recording return to:

Carey Gunn Venditti, Esq.
WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
cvenditti@winstead.com

EASTON PARK

MASTER RESIDENTIAL DESIGN GUIDELINES

Adopted by:

CARMA EASTON LLC, a Texas limited liability company

By: _____
Printed Name: CHAD MATTHESON
Title: CFO

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 3 day of MARCH, 2015, by Chad Matheson, _____ of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

PAIGE STOCKTON
Notary Public, State of Texas
My Commission Expires
November 25, 2017

[SEAL]

Paige Stockton
Notary Public, State of Texas

Adopted by Declarant in accordance with *Section 6.04(b)* of Easton Park Master Covenant, recorded as Document No. 2015030792, Official Public Records of Travis County, Texas (the "Covenant").

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EASTON PARK

MASTER RESIDENTIAL DESIGN GUIDELINES

I. INTRODUCTION

Any notice or information required to be submitted to the Easton Park Reviewer under these Master Residential Design Guidelines hereunder will be submitted to the Easton Park Reviewer, 9737 Great Hills Trail, Suite 260, Austin, Texas 78759, Phone: (512) 391-1330, Fax: (512) 391-1333.

A. Background

Easton Park is a master planned community located in Travis County, Texas which is or shall be made subject to the terms and provisions of Easton Park Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "**Covenant**") and the Development Area Declaration for Easton Park [*Residential*], recorded in the Official Public Records of Travis County, Texas (the **"Development Area Declaration"**) upon pursuant to the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Covenant. The Covenant and each Development Area Declaration includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of Easton Park.

B. Easton Park Reviewer and Review Authority

Easton Park Reviewer consists of one or more individuals who have been appointed by **CARMA EASTON LLC,** a Texas limited company (the "**Declarant**"). As provided in *Article 6* of the Covenant, Declarant has a substantial interest in ensuring that improvements within Easton Park development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, Easton Park Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or Easton Park Master Community, Inc. (the "**Association**").

Article 6 of the Covenant includes procedures and criteria for the construction of improvements within Easton Park. Section 6.04(b) of the Covenant provides that the Declarant or the Easton Park Reviewer may adopt Design Guidelines to govern the standards for design, construction of Improvements, landscaping, and the placement of exterior items within Easton Park which may consist of multiple written design guidelines applying to all or specific portions of the

Development. These Master Residential Design Guidelines shall constitute **"Design Guidelines"** as such term is defined and used in the Covenant. *Section 3.01* of the Development Area Declaration provides that any and all improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and *Section 6.04* of the Covenant and *Section 3.01* of the Development Area Declaration provides that no improvements may be constructed without the prior written approval of Easton Park Reviewer.

These Master Residential Design Guidelines have been adopted by Declarant and will apply only to Lots within the Development Area which will be used for residential purposes. Supplements to these Master Residential Design Guidelines may be adopted for specific Development Areas within the Development. Each supplement shall be in addition to the terms and provisions of the Master Residential Design Guidelines. In the event of a conflict between the terms and provisions of any supplement to these Master Residential Design Guidelines and the supplement(s) to the Master Residential Design Guidelines, the terms and provisions of the supplement will control.

II. GOVERNMENTAL REQUIREMENTS

Governmental ordinances and regulations are applicable to all Lots within Easton Park, including, but not limited to federal, state, county and local requirements, universal building codes, if adopted, as well as: (1) those certain obligations and requirements set forth in that certain means that certain Consent Agreement Pilot Knob Municipal Utility District No. 1, adopted on May 17, 2012 by and between the City of Austin (the **"City"**), Declarant and Pilot Knob Municipal Utility District No. 1 (**"Pilot Knob MUD No. 1"**), as the same may be amended and modified from time to time (the **"Consent Agreement"**); and (2) those certain rules, regulations, fees, permit and inspection requirements of Pilot Knob MUD No. 1 or any other municipal utility district created or to be created which govern all or a portion of the Development (the **"MUDs"**).

It is the responsibility of each Owner to obtain all necessary permits and inspections and to comply with all Applicable Law (as further defined in the Covenant). Compliance with these Master Residential Design Guidelines and approval by the Easton Park Reviewer is not a substitute for compliance with the applicable ordinances and regulations and other requirements set forth in the Documents, the Development Agreement or as may be further required by the City or the MUDs. Please be advised that these Master Residential Design Guidelines do not list or describe each requirement which may be applicable to a Lot within Easton Park. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to Easton Park Reviewer for approval. Furthermore, approval by Easton Park Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot.

Easton Park Reviewer shall bear no responsibility for ensuring plans submitted to Easton Park Reviewer comply with any applicable building codes, zoning regulation and other government requirements, including but not limited to the Development Agreement. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

III. INTERPRETATION

In the event of any conflict between these Master Residential Design Guidelines and a Development Area Declaration, the Development Area Declaration shall control. Capitalized terms used in these Master Residential Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in a Development Area Declaration.

IV. AMENDMENTS

During the Development Period, the Declarant, acting alone, may amend these Master Residential Design Guidelines. Thereafter, Easton Park Reviewer may amend these Master Residential Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Travis County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Master Residential Design Guidelines and every amendment thereto.

V. ARCHITECTURAL REVIEW OVERVIEW

A. Objective

The objective of the review process is to promote aesthetic harmony in the community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

B. Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Master Residential Design Guidelines and all requirements imposed by Easton Park Reviewer as a condition of approval.

C. Inspection

Upon completion of all approved work, the Owner must notify Easton Park Reviewer. Easton Park Reviewer may inspect the work at any time to verify conformance with the approved submittals.

D. Submittals

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

E. Timing of Completion

The construction of a residence by a Homebuilder must be started promptly after receiving approval from the Easton Park Reviewer and completed with due diligence. Unless otherwise approved in advance by the Easton Park Reviewer, each single family residence must be completed on or before the expiration of one hundred and eighty (180) days after commencement of construction.

VI. ARCHITECTURAL AND AESTHETIC STANDARDS

A. Plan Repetition

Easton Park Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. Easton Park Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other. For Example:

- *Plans with the same elevation can be repeated every third Lot (example: Elevation A, Elevation B, Elevation C, and Elevation A).*

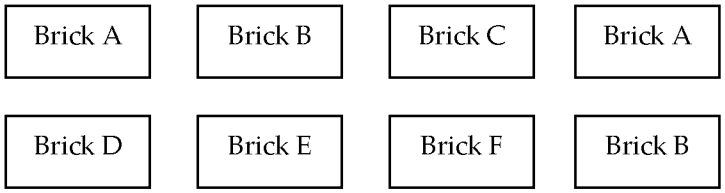
Elevation A	Elevation B	Elevation C	Elevation A
Elevation D	Elevation E	Elevation F	Elevation B

- *Across the Street: Plans with the same elevation cannot be placed on a Lot across the street or diagonal from any other plan (example above: Elevation B).*

B. Brick Color and Masonry Stone Repetition

Easton Park Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. Easton Park Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other. For Example:

- *Similar brick or masonry can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



- *Across the Street: Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry (example above: Brick B).*

C. Siding and Masonry

All building materials must be approved in advance by Easton Park Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any Improvements.

- Exteriors. The exterior of each primary residence on a Lot shall be constructed of a certain minimum of masonry construction as set forth on the Master Residential Design Guidelines table below.

Masonry Requirements	High-Visibility & Corner Lots	Standard Lots
Description	**As agreed upon by the developer and builder group.**	**All other lots not indicated as Corner or High-Visibility Lots.**
Masonry *	**Three** sides' minimum, to include street facing facades.	**One** side minimum, to include the front façade.
Wrap	24 inch wrap on either side	24 inch wrap on either side
Masonry requirements pertain only to the first floor.		

- Material Choice: Masonry, as used herein, consists of brick, stone, cultured stone or stucco or other similar products approved by the Easton Park Reviewer. Hardi-Plank and other cementitious materials are not considered masonry; however, in areas where it is not structurally feasible to support brick, stone or stucco, then cementitious siding products may be used only if approved in writing by the Easton Park Reviewer. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry.

- Exposed Foundations. Exposed portions of the foundation on all sides of the house must be concealed by extending the exterior stone or brick to within at least twenty-four inches (24") of the finished grade. If the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, Easton Park Reviewer will have the authority to require the use of stone, in a color

approved in advance by Easton Park Reviewer, to conceal the exposed portion of the foundation. Remaining exposed slab area must be parged/sand finished. Exposed areas of slabs visible from streets may require textured/painted finish at the sole discretion of the Easton Park Reviewer. Exposed slab on the front of the house and, on corner Lots the entire exposed side of the slab facing the street, must have textured, painted finish.

- Projections. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the Easton Park Reviewer.

- Prohibited Elements:

  - Vertical siding or wood shake siding (wood siding accents may be permitted if approved by Easton Park Reviewer).
  - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
  - Mirrored glass.
  - No vivid/bright colors.
  - Gray brick.

D. Square Footage

The minimum square footage for each permitted residence is set forth in the table below.

Minimum Square Footage Requirements per Lot Size	
40′ Lots	1200 SF
50′ Lots	1600 SF*
60′ Lots	2000 SF
***Ten percent of 50′ lot inventory is permitted to be a minimum of 1350 SF. This exception is *not permitted* on High Visibility or Corner lots**	

- Calculation. For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded. Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.

- Variances. The Easton Park Reviewer may, at its sole discretion, approve variances to the minimum and maximum square footages allowable on different Lot products.

E. Temporary/Accessory Structures

Detached accessory structures such as cabanas, garden buildings, detached garages, storage buildings or guesthouses (which are in compliance with the Development Area Declaration) are permitted if approved in advance by the Easton Park Reviewer.

- Permitted Structures. Such accessory structures must be constructed with colors similar to the primary residence, neutral, or earth tone colors, including the roof (as determined by the Easton Park Reviewer); and no larger than 8′ X 8′ X 8′, unless otherwise approved.

- Square Footage Calculations. Permitted accessory structures do not count toward the minimum square footage requirements of these Master Residential Design Guidelines.

- Variances. The Easton Park Reviewer may, at its sole discretion, approve variances on an individual basis.

F. Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by Easton Park Reviewer, prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by Easton Park Reviewer, no building or residential structure may exceed thirty-five feet (35′) in height as measured as the vertical distance between the finished floor elevation at any pint within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).

- Eaves. In addition, the height of any eave on any structure may not exceed thirty-four feet (34′) above the natural grade (as measured from the center point of the home finished floor elevation) at any point on the exterior wall of the residence.

- Views. Views are neither guaranteed, preserved nor protected within Easton Park.

G. Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by Easton Park Reviewer, prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by Easton Park Reviewer.

- Accepted Roof Pitch: The roof pitch of the primary residence erected on a Lot must be appropriate for the style of the home with a pitch of no less than 6:12 unless otherwise approved in advance by Easton Park Reviewer. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Easton Park Reviewer.

- Accepted Roof Materials: Roofing materials shall be limited to approved earthen colored non-reflective metal, clay, tile or 3-dimensional composition shingles with a rating of 25 years or more that conform to or exceed applicable local, FHA and VA requirements.

- Energy Efficiency Roofing. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of Easton Park Reviewer. For the purpose of the Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

Easton Park Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Restrictions. In conjunction with any such approval process, the Owner should submit information which will enable Easton Park Reviewer to confirm the criteria set forth in this Section.

- Chimneys. Chimney style must be appropriate for the style of the home and may be brick or other masonry matching with the same permitted colors and materials as permitted on the body of the house; provided however, that any chimney located on the interior portion of the roof may also include cementitious materials solely or in addition to the brick or other masonry.

- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of Easton Park Reviewer.

- Prohibited Elements:

- Excessively pitched roofs.
- Mansard, gambrel or chalet roofs.
- Flat roofs (less than 3:12).
- Non-dimensional or three tab composition shingles.
- Roofs that are too steep or too shallow for the style of the home.
- Shed roofs except as incidental to the main roof.
- Glossy metal and/or reflective materials or bright colors.
- Natural or silver Galvalume.
- Roof vents on the front plane of the home.
- On corner lots, roof vents on street side (unless prior written approval obtained).
- Stove-pipe chimneys, prominent chimneys or other random roof penetrations.
- Vents or skylights facing the street.
- White or bubble skylights.

H. Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by Easton Park Reviewer.

- Width. Other than the flair in the driveway necessary to connect to the garage and, for side-entry garages area required for turning/maneuvering, the minimum width of a driveway is twelve feet (12′) and the maximum width of a driveway path is eighteen feet (18′) within five (5) feet from the curb (to allow for connecting radius to street). The maximum width of driveway area for a turnout shall be no more than 30′ wide.

- Setbacks. All driveways must be at least one foot (1′) from adjacent property lines except when side-entry garages oppose one another, in which case the minimum is two and one-half feet (2 ½′) from adjacent Lot lines.

- Finishes. All driveways shall be surfaced with brushed concrete (in some sections this may also be exposed aggregate and/or salt finish). Asphalt driveways are prohibited.

- Features. Drives shall intersect the street at as close to 90 degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac.

- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by Easton Park Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged) and painted. When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Easton Park Reviewer.

- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards and American Disabilities Act (ADA) requirements.

I. Sidewalks

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by Easton Park Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat, approved subdivision plans, the Documents or any other requirements in conjunction with and at the time of construction of the residence thereon.

- Pedestrian Sidewalks. Sidewalks that run generally parallel with the street and are considered part of the overall community sidewalk or trail system are "Pedestrian Sidewalks." Pedestrian sidewalks must be constructed in accordance with the approved subdivision plans. Pedestrian sidewalks shall be surfaced with brushed concrete.

- Lead Walk. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the home is called the "Lead Walk." Lead Walks may be surfaced with brushed concrete or exposed aggregate or other surfaces as may be approved by the Easton Park Reviewer.

- Compliance. All sidewalks must comply with designated widths (4' on neighborhood streets and 6' on collector) and must be adjacent to the back of the curb and comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards.

J. Garages

All garages shall be approved in advance of construction by Easton Park Reviewer.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles. Unless approved in writing by the Easton Park Reviewer, no more than three (3) garage doors may be contiguous to one another and, in those circumstances, there must be a two (2) foot offset on at least one of the three bays.

- Features. Interior walls of all garages must be finished with sheetrock, textured and painted at a minimum. Each garage shall have garage doors that are wired so as to be operated by electric door openers and automatic door openers are required for all garage doors.

- Prohibited Elements:

  - Carports.
  - Open (not enclosed) automobile storage.

K. Exterior Lighting

Exterior lighting must be approved in advance by Easton Park Reviewer.

- Brightness. No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior mounted lamp housings must shield lamp (maximum 75 watts) from view and the direct light. Housing must be at least 8 inches long, extend at least 3 inches beyond lamp and have a maximum angle from the wall of the structure of 30 degrees. Decorative or lantern fixtures shall have a maximum of 45 watts per fixture.

- Number. The number of exterior light fixture for the house and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a night time inspection and written approval may be required prior to final installation.

- Prohibited Elements:

  - Use of other than white or color corrected high intensity lamps and exterior lights (except holiday lighting which may not be installed more than twenty-one (21) days before a holiday and must be removed no more than fourteen (14) days after the holiday).
  - Sodium, mercury vapor, or bare HID yard lights.

L. Setbacks

Applicable setbacks are set forth on the table attached hereto as Attachment 4.

M. Impervious Cover

The maximum allowable impervious cover per Lot is set forth on Attachment 3, attached hereto.

N. Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided in the community for mail pick-up and delivery.

O. Solar Energy Devices

The requirements for the installation of Solar Energy Devices are set forth in the Development Area Declaration.

P. Satellite Dishes

The requirements for the installation of Satellite Dishes are set forth in the Development Area Declaration.

Q. HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a structural screening element constructed of materials approved by Easton Park Reviewer.

R. Signage

Certain signage requirements are set forth in the Development Area Declaration. Further, the Documents permit Declarant to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Development Area. Upon written approval from the Easton Park Reviewer, a Homebuilder may be permitted to erect and maintain such signs, flags and banners by submitting along with the application for approval the location, size, number, design and other features of the signs, flags and banners requested. If approved, such signs, flags and banners must be removed immediately upon sale of the Lot(s) for which the signs, flags and banners were displayed. Approval by the Easton Park Reviewer shall not relieve Homebuilder from the obligation to apply for and obtain any other governmental permits before erecting and maintaining such signs, flags or banners in the Development Area.

S. Aesthetic Appeal

Easton Park Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of Easton Park Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if Easton Park Reviewer feels that the repetition of such actions would have any adverse effect on the community.

VII. LANDSCAPE GUIDELINES

A. Landscape

General landscaping guidelines for each Lot are set forth below. Notwithstanding the subsequent provisions, the installation of drought-resistant landscaping or water-conserving turf on a residential lot, which is a landscaping procedure known as xeriscaping ("**Xeriscaping**") will be allowed in certain instances in accordance with that certain Xeriscaping Policy set forth in the Development Area Declaration. All landscapes and landscaping must be approved in writing prior by the Easton Park Reviewer prior to installation. An approved list of plants and turf is set forth on the Plant List attached hereto as Attachment 1.

- Plans. Detailed landscape plans for each Lot must be submitted to the Easton Park Reviewer for consideration at least thirty (30) days before installation is planned. No significant (*i.e,* major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to approved plans without submission to, and further approval by the Easton Park Reviewer of the revised plans. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the home and associated structures.

- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are commonly used in Central Texas for landscaping purposes and which are approved by the Easton Park Reviewer. An emphasis should be placed on utilizing native plants that are drought tolerant as well as deer resistant. A minimum of 2" of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of 4" of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.

- Installation and Maintenance. Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the Reviewer but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

- Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Easton Park Reviewer. Sculptures and fountains are subject to approval by Easton Park Reviewer.

- Reservation of Future Approvals. The Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

- Prohibited Elements.

    - Rock other than crushed granite as a ground cover (unless approved in advance by the Easton Park Reviewer).
    - St. Augustine Grass.

B. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the community and the environment of Easton Park.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

- Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of improvements as defined by the setbacks of the Lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers and Mesquite. In the area outside the Building Envelope, a Specimen Tree that is 9" or larger in diameter measured 24" off the ground must be flagged and approved in writing by the Easton Park Reviewer prior to removal.

- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:

    - Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
    - Oak tree pruning is discouraged from February 1st to June 15th.
    - Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
    - All firewood shall be covered.

C. Irrigation

Easton Park Reviewer must approve all irrigation systems prior to installation.

- Full Yard Required. Full yard programmable irrigation systems may be required to be installed on a Lot by the Easton Park Reviewer. Any approved irrigation systems must be installed and maintained pursuant to all water requirements of the City, as well as any applicable Texas Commission on Environmental Quality (**"TCEQ"**) regulations.

- Backflow Prevention Device. Each Owner is advised that TCEQ regulations require the installation of a backflow prevention device at any connection to a

public drinking water supply. If a backflow prevention device is required, the Owner will be obligated to have performed a yearly inspection by a licensed TCEQ Backflow Prevention Assembly Tester.

- Drip Systems. The use of drip irrigation is encouraged. Irrigation sprinkler systems must uses heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements.

- Drought Management Plans. Drought management plans may be implemented, as necessary, by the Easton Park Reviewer or the MUDs, as applicable.

D. Rainwater Harvesting Systems

The requirements for the installation of Rainwater Harvesting Devices are set forth in the applicable Development Area Declaration, subject to the following limitations: (i) only two 55 gallon tanks shall be permitted which must be two feet (2′) in diameter and four feet (4′) in height; and (ii) only located within the fenced yard of the Lot and not visible from the street.

E. Landscape Inspection

Easton Park Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

F. Drainage

There shall be no interference with the established drainage patterns except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by Easton Park Reviewer.

- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

- Drainage Improvements. All drainage improvements within any right-of-way must be submitted to the Easton Park Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer. Drainage improvements must be maintained by each Owner unless maintenance has been accepted by the Association in a Recorded written instrument.

G. Fencing and Walls

The materials, height, location and construction of all fences must be approved in advance by Easton Park Reviewer.

- Lot Fencing. Fencing is required on the sides and rear of the lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Reviewer.

- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right-of-way must be submitted to the Easton Park Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.

- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.

- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Reviewer, all lots backing up to a greenbelt must utilize ornamental wrought iron fence (painted black) without columns along the property line adjacent to the greenbelt.

- Construction. All fencing between Lots must be Good Neighbor-style wood fencing. Good Neighbor fencing is defined as wood fencing that alternates the side the panel faces every eight feet (8'). Fences shall utilize metal posts or a minimum of 4"x 4" posts and must have at least three horizontal boards for attaching the pickets. Fences that side onto collector roads or otherwise identified high visibility locations will require the fence to be capped.

- Setbacks. The side yard fence at the point where it connects to the house must be setback a minimum distance as set forth in Attachment 4. All side yard fences must be installed so that they are perpendicular to the house unless circumstances on site dictate otherwise. Side yard fences must be installed so that all pickets are facing toward the street and no fence rails are seen from the street.

- Stain. All side-yard fences may only be stained using a stain that is approved in advance by the Easton Park Reviewer. Any part of the fence that is visible from any street shall be routinely re-stained (no less than every four years) in the approved stain color and Easton Park Review and/or the Association shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Covenant.

- Prohibited Elements:

    - Shadowbox or "Pallet" type fencing.
    - Fencing of front yards.
    - Solid walls enclosing an entire site.

H. Pools, Spas and Hot Tubs

An application must be submitted to the Easton Park Reviewer in conjunction with the review of any application for any proposed swimming pool, spa, or hot tub. The materials, location and construction of all pools, spas and hot tubs must be approved in advance by Easton Park Reviewer.

- In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three (3) feet of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Reviewer.

- Location. All permitted swimming pools and spas shall be located behind the front building line and in no case shall the pool proper be closer than five feet (5') to any Lot boundary line.

- Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Easton Park Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.

- Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.

- Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement. Reviewing and other rules or requirements of the MUDs are necessary to determine whether a swimming pool, spa or hot tub drain with a backwash filtering system is prohibited from discharge into the sanitary sewer without the advance written approval of the MUDs. Furthermore, additional connection and/or service and permit fees may be required to be paid to the MUDs.

- Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the home).

- Lot Access. No access across another Lot, Common Area, Open Space or greenbelt for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Easton Park Reviewer, in the case of Common Area, Open Space and/or greenbelt.

I. Playscapes, Trampolines, Basketball Goals and Sport Courts

Playscapes, basketball goals, recreational or sport courts and trampolines must be approved in writing by Easton Park Reviewer prior to the commencement of construction or placement.

- Features. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.

- Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.

- Basketball Goals. Portable basketball goals are only allowed between the street right of way and the front of a residence on a Lot and must not be placed, at any time, on any street or right of way located within a Development Area. When not in use, portable basketball goals must be stored in a garage or in the rear of the Lot (i.e., out of public view).

- Prohibited Elements.

    - Direct or indirect lighting of the playscape, trampoline or sport court.
    - Netting enclosures (except safety netting around a trampoline).
    - Tennis courts.

VIII. EROSION CONTROL AND CONSTRUCTION REGULATIONS

The following restrictions shall apply to all construction activities at Easton Park. **It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required.** Periodic inspections by a representative of Easton Park Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

A. Erosion Control Installation and Maintenance

Upon written approval by the Easton Park Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

- Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

- Sediment Removal. **Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately**. If for any reason the silt fence is to be temporarily removed, a representative of Easton Park Reviewer must be contacted prior to the removal.

B. Security

Neither Easton Park Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Travis County Sheriff's Department and then notify the Reviewer.

C. Construction Hours

Unless a written waiver is obtained from Easton Park Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 9:00 a.m. until 6:00 p.m.

- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

D. Noise, Animals, Children

The use of music devices and noise must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring dogs or children under 16 years of age to construction sites.

E. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

F. Insurance

Easton Park Reviewer may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and Easton Park Reviewer as additional insureds in an amount to be determined, from time to time, by Easton Park Reviewer.

G. Site Cleanliness

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore.

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a home is being constructed next to an existing occupied home.

- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. Easton Park Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. The dumping, burying or burning of trash is not permitted anywhere in Easton Park.

- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

- Each Owner who is a Homebuilder must comply with the Concrete Truck Clean-Out Site provisions set forth in Section 3.10 of the Development Area Declaration.

H. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

I. Construction Parking & Construction Trailers

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within the community. The Documents permit Declarant to maintain and locate construction trailers and construction tools and equipment within the Development Area. Upon written approval from the Easton Park Reviewer, a Homebuilder may be permitted to establish a construction trailer, field office or similar temporary structure by submitting along with the application for approval, a copy of the site plan with proposed locations of trailer, field office or similar temporary structure with a trash receptacle noted thereon. The trash receptacle shall be of an approved size. Such temporary structure, if approved, must be removed immediately upon completion of construction. Approval by the Easton Park Reviewer shall not relieve Homebuilder from the obligation to apply for and obtain any other governmental permits before moving any such construction trailer, field office, etc. onto the Development Area.

J. Schedule of Construction Fines

Periodic inspections by a representative of Easton Park Reviewer may take place in order to identify non-complying construction activities. Fine amounts will be set forth in the Fine and Enforcement Policy in the Community Manual (as defined in the Covenant).

IX. PLAN REVIEW PROCESS

The construction or installation of any improvements, changes to existing improvements, or the reconstruction of improvements, will require the submission of plans and specifications for approval of Easton Park Reviewer before any such construction or installation activity is commenced. Easton Park Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

A. Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the Easton Park Reviewer:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple homes that will be allowed to be built by each builder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific home on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with house siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular house.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 2 must be submitted to Easton Park Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above).Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Easton Park Reviewer.

B. Timing

Easton Park Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

X. MODEL HOMES

The Documents permit Declarant to create and allow certain Lots and areas within Easton Park to be used for the non-residential purpose of creating sales offices and model homes (**"Model Homes"**). A Model Home allows a Homebuilder the opportunity to showcase a residence plan type to potential purchasers as well as maintain a sales office within Easton Park. The Declarant's goal is to contain Model Homes to certain areas of each Development Area to maintain continuity and minimize disruption to the overall Development. Model Homes are not constructed to conform to the requirements of the Documents or these Master Residential Design Guidelines, and require certain alterations thereto, such as but not limited to requirements regarding the construction of garages and/or driveways. NO MODEL HOME MAY BE CONVEYED TO AN OWNER WITHOUT COMPLYING WITH ALL COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH IN THE DOCUMENTS, INCLUDING THESE MASTER RESIDENTIAL DESIGN GUIDELINES. At such time that a Model Home is no longer intended to be used for non-residential purposes, any Improvements undertaken to bring such Model Home into conformance with residential uses and/or compliance with the Documents MUST BE APPROVED by the Easton Park Reviewer in writing prior to the commencement of such Improvements.

In an effort to maintain continuity within the Development, the Easton Park Reviewer DOES NOT INTEND TO APPROVE any plans for Improvements to any Model Home until the earlier of the following to occur (i) the termination of the Development Period; or (ii) the Homebuilder seeking to improve or alter their Model Home has conveyed at least seventy-five percent (75%) of the Lots owned by such Homebuilder to Owners other than another Homebuilder or a new model location has been identified and agreed upon. Notwithstanding the foregoing, the Easton Park Reviewer is not prohibited from approving any such requests.

ATTACHMENT 1
PLANT LIST

The attached list should be used as a starting point for selecting plants in the Easton Park. Requirements for specific Lots may be more or less restrictive depending on landscape indigenous to the immediate site and the location of the site within the Development.

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
NATIVE PLANT MATERIAL LIST					
SHADE TREES					
Deciduous Trees					
Acer grandidentatum	Bigtooth Maple	30' x 20'	2" cal.	yes	
Carya illinoinensis	Pecan	50' x 50'	3" cal.	yes	
Catalpa bignonioides	Catalpa	35' x 35'	8' ht.	yes	
Fraxinus texensis	Texas Ash	50' x 40'	2" cal.	yes	
Populus deltoides	Cottonwood	60' x 40'	2" cal.	yes	
Quercus glaucoides/laceyi	Lacey Oak	20' x 40'	2" cal.	yes	
Quercus macrocarpa	Bur Oak	75' x 50'	2" cal.	yes	
Quercus muhlenbergii	Chinquapin Oak	60' x 30'	2" cal.	yes	
Quercus shumardii	Shumard Oak	60' x 40'	3" cal	yes	
Quercus texana	Texas Red Oak	25' x 15'	3" cal.	yes	
Sapindus drummondii	Soapberry	30' x 25'	8' ht.	yes	
Taxodium distichum	Bald Cypress	75' x 50'	2" cal.	yes	
Ulmus Americana	American Elm (Dutch Elm Disease Resistant Varities)	60' x 40'	2" cal.	no	Dutch Elm Disease resistant cultivars only
Ulmus crassifolia	Cedar Elm	50' x 35'	2" cal.	yes	
Evergreen Trees					
Ehretia anacua	Anacua	40' x 30'	8' ht.	yes	
Quercus fusiformia	Escarpment Live Oak	50' x 50'	2" cal.	yes	
Quercus virginiana	Southern Live Oak	40' x 40'	3" cal.	yes	
ORNAMENTAL TREES					
Acacia farnesiana	Huisache	20' x 20'	8' ht.	yes	
Aesculus pavia	Red Buckeye	10' x 20'	8' ht.	yes	
Bauhinia congesta	Anacacho Orchid Tree	6' x 12'	8' ht.	Yes	
Cercis canadensis var. mexicana	Mexican Redbud	20' x 15'	8' ht.	Yes	
Cercis canadensis var. texensis	Texas Redbud	20' x 15'	8' ht.	yes	
Chilopsis linearis	Desert Willow	20' x 15'	8' ht.	yes	
Cornus drummondii	Roughleaf Dogwood	20' x 15'	8' ht.	yes	
Cotinus obovatus	Smoke Tree	12' x 8'	8' ht.	yes	
Diospyros texana	Texas Persimmon	15' x 10'	8' ht.	yes	
Eysenhardtia texana	Kidneywood	12' x 8'	3" cal.	yes	
Ilex decidua	Possumhaw Holly	20' x 12'	8' ht.	yes	
Ilex vomitoria	Yaupon Holly	20' x 12'	8' ht.	yes	
Juniperus virginiana	Easter Red Cedar	25' x 15'	3" cal.	yes	
Leucaena retusa	Goldenball Leadtree	20' x 15'	8' ht.	yes	
Myrica cerifera	Southern Wax Myrtle	10' x 8'	6' ht.	yes	
Parkinsonia aculeata	Retama	25' x 20'	8' ht.	yes	
Pistacia texana	Texas Pistache	20' x 15'	12' ht.	Yes	
Prunus carolinia	Cherry Laurel	25' x 15'	6' ht.	yes	
Prunus Mexicana	Mexican Plum	20' x 15'	8' ht.	yes	
Prunus serotina var. eximaia	Escarpment Black Cherry	20' x 30'	8' ht.	yes	
Rhamnus caroliniana	Carolina buckthorn	20' x 15'	8' ht.	yes	
Rhus copallina/lanceolata	Flameleaf Sumac	15' x 20'	8' ht	yes	
Sophora affinis	Eve's Necklace	20' x 30'	8' ht.	yes	
Sophora secundiflora	Texas Mountain Laurel	20' x 30'	6' ht.	yes	
Ungnadia speciosa	Mexican Buckeye	20' x 15'	8' ht.	yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
Viburnum rufidulum	Rusty Blackhawk Viburnum	15' x 10'	3" cal.	yes	
LARGE SHRUBS					
Evergreen Shrubs					
Berberis trifoliata	Agarita	4' x 4'	3' o.c.	Yes	
Leucophyllum frutescens	Texas Sage	5' x 4'	4' o.c.	yes	
Myrica pusilla	Dwarf Wax Myrtle	4' x 4'	3' o.c.	Yes	
Rhus virens	Evergreen Sumac	12' x 8'	8' o.c.	Yes	
Semi-evergreen Shrubs					
Malpighia glabra	Barbados Cherry	3' x 2'	2' o.c.	Yes	
Deciduous Shrubs					
Buddleja davidii	Butterfly Bush	5' x 5'	4' o.c.	yes	
Callicarp americana	American Beautyberry	6' x 6'	5' o.c.	Yes	
Cassia corymbosa	Flowering Senna	8' x 6'	5' o.c.	Yes	
Lantana horrida	Texas Lantana	4' x 4'	3' o.c.	Yes	
Mimosa borealis	Fragrant Mimosa	4' x 4'	3' o.c.	Yes	
Rhus aromatica	Armoatic Sumac	6' x 4'	5' o.c.	Yes	
Rhus copallina/lanceolata	Flameleaf Sumac	8' x 6'	5' o.c.	Yes	
Tecoma stans var. angustata	Yellow Bells	4' x 4'	4' o.c.	yes	
SMALL SHRUBS					
Evergreen Shrubs					
Artemesia ludoviciana	Artemesia	2' x 2'	2' o.c.	Yes	
Hesperaloe parviflora	Red Yucca	4' x 4'	3' o.c.	Yes	
Ilex vomitoria 'Nana	Dwarf Yaupon	2' x 2'	2' o.c.	yes	
Rosa carolina	Carolina Rose	2' x 3'	3' o.c.	Yes	
Stachys coccinea	Texas Betony	1' x 3'	36" o.c.	Yes	
Tagetes lemmonii	Copper Canyon Daisy	3' x 4'	36" o.c.	yes	
Semi-evergreen Shrubs					
Salvia greggii	Cherry Sage	3' x 3'	3' o.c.	Yes	
Salvia leucantha	Mexican Bush Sage	4' x 4'	48" o.c.	Yes	
Wedelia texana/hispida	Zexmenia	2' x 3'	24" o.c.	Yes	
Deciduous Shrubs					
Anisacanthus quadrifidus var. wrightii	Flame Acanthus	3' x 3'	3' o.c.	Yes	
Capsicum annum	Chile Pequin	3' x 3'	2' o.c.	Yes	
Dalea frutescens	Black Dalea	2' x 4'	3' o.c.	Yes	
Malvaviscus arboreus var. drummondii	Turks Cap	3' x 4'	3' o.c.	yes	
Pavonia lasiopetala	Rock Rose Pavonia	2' x 3'	2' o.c.	Yes	
Symphoricarpos orbiculatus	Coralberry	3' x 4'	3' o.c.	Yes	
GROUND COVERS, ANNUALS, AND PERENNIALS					
Evergreen Ground Covers					
Chrysactinia mexicana	Damianita	24" x 18"	18" o.c.	yes	
Dichondra argentea	Silver Ponyfoot	6" x 48"	36" o.c.	yes	
Rivina humilis	Pigeonberry	1' x 2'	24" o.c.	yes	
Ruellia brittoniana 'Katie'	Katie Dwarf Ruellia	12" x 12"	12" o.c.	yes	
				yes	
Deciduous Ground Covers					
Lantana montevidensis	Trailing Lantana	1' x 4'	36" o.c.	yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
Stemodia tomentosa	Woolly Stemodia	6" x 3'	36" o.c.	yes	
				yes	
Perennials				yes	
Achillea millefolium	Yarrow	18" x 3'	2' o.c.	yes	
Aquilegia canadensis	Red Columbine	3' x 2'	12" o.c.	yes	
Aquilegia chrysantha 'Texas Gold'	Yellow Columbine	3' x 2'	12" o.c.	yes	
Aster oblongifolius	Fall Aster	3' x 2.5'	2' o.c.	yes	
Callirhoe involucrata	Winecup	1' x 3'	3' o.c.	yes	
Calylophus berlandieri	Calylophus	1' x 1'	12" o.c.	yes	
Conoclinium greggii	Gregg's Mistflower	1.5' x 1.5'	18" o.c.	yes	
Coreopsis lanceolata	Coreopsis	2' x 2'	2' o.c.	yes	
Delphinium carolinianum	Blue Larkspur	2' x 1'	12" o.c.	yes	
Echinacea purpurea	Purple Coneflower	2' x 1.5'	24" o.c.	yes	
Gaura lindheimeri*	Gaura	3' x 2'	18" o.c.	yes	
Hibiscus coccineus/moscheutos	Perennial Hibiscus	4' x 4'	4' o.c.	yes	
Hymenoxys/Tetraneuris scapoea	Hymenoxys	12" x 12"	12" o.c.	yes	
Liatris mucronata	Gayfeather	2' x 2'	24" o.c.	yes	
Melampodium leucanthum	Blackfoot Daisy	1' x 2'	24" o.c.	yes	
Monarda fistulosa	Bee Balm	3' x 4'	36" o.c.	yes	
Oenothera missouriensis	Missouri Primrose	1.5' x 3'	24" o.c.	yes	
Oenothera speciosa	Evening Primrose	1.5' x 3'	24" o.c.	yes	
Physostegia virginiana	Fall Obedient Plant	3' x 2'	36" o.c.	yes	
Rudbeckia hirta	Black-eyed Susan	2' x 1.5'	24" o.c.	yes	
Salvia coccinea	Tropical Sage	3' x 2'	24" o.c.	yes	
Salvia penstemonoides	Big Red Sage	4' x 2'	24" o.c.	yes	
Salvia roemeriana	Cedar Sage	2' x 3'	36" o.c.	yes	
Thelypteris lounthii	River Fern	3' x 3'	36" o.c.	no	
Verbena bipinnatifida	Prairie Verbena	1' x 2'	18" o.c.	Yes	
Viguiera stenoloba	Skeletonleaf Goldeneye	2' x 3'	24" o.c.	Yes	
VINES					
Evergreen Vines					
Bignonia capreolata	Crossvine	50'	NA	Yes	
Gelsemium sempervirens	Carolina Jessamine	20'	NA	Yes	
Lonicera sempervirens	Coral Honeysuckle	12'	NA	Yes	
Deciduous Vines					
Parthenocissus quinquifolia	Virginia Creeper	20'	NA	Yes	
Passiflora incarnate	Passion Vine	12'	NA	Yes	
Wisteria macrostachya	Texas Wisteria	30'	NA	Yes	
GRASSES					
Ornamental Grasses					
Bouteloua curtipendula	Side Oats Grama	3' x 2'	36" o.c.	Yes	
Bouteloua gracilis	Blue Grama	1' x 1'	Seed	Yes	
Buchloe dactyloides	Buffalograss	1' x 1'	Seed	Yes	
Chasmanthium latifolium	Inland Sea Oats	4' x 8'	5' o.c.	Yes	
Muhlenbergia capillaris	Gulf Muhly	2.5' x 2'	24" o.c.	Yes	
Muhlenbergia lindheimeri	Big Muhly	5' x 3'	5' o.c.	Yes	
Muhlenbergia reverchonii	Seep Muhly	3' x 2'	24" o.c.	Yes	
Muhlenbergia rigens	Deer Muhly	1' x 1'	12" o.c.	Yes	
Nolina texana	Basket Grass/Sacahuista	2' x 2'	24" o.c.	Yes	
Panicum virgatum	Switchgrass	4' x 4'	48" o.c.	Yes	
Schizachyrium scoparium	Little Bluestem	3' x 1.5'	18" o.c.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
Sorghastrum nutans	Indian Grass	4' x 5'	48" o.c.	Yes	
Sporobolus airoides	Alkali Sacaton	2' x 3'	24" o.c.	Yes	
Stipa tenuissima	Mexican Feather Grass	2' x 1.5'	24" o.c.	Yes	
ACCENTS					
Agave spp.	Agave	4' x 6'	5' o.c.	Yes	
Dasylirion texana	Texas Sotol	4' x 4'	4' o.c.	Yes	
Opuntia engelmannii var. lindheimeri	Prickly Pear Cactus	3' x 3'	3' o.c.	Yes	
Sabal minor	Dwarf Palmetto	5' x 5'	4' o.c.	no	Rain garden use
Yucca pallida	Paleleaf Yucca	1' x 2'	2' o.c.	Yes	
Yucca pendula/recurvifolia	Softleaf Yucca	5' x 3'	3' o.c.	Yes	
Yucca rupicola	Twisted Leaf Yucca	2' x 2'	2' o.c.	Yes	
WELL ADAPTED PLANT MATERIAL LIST (List contains some native plants that are difficult to find in retail stores or may not respond well to specific site conditions.)					
SHADE TREES					
Deciduous Trees					
Acer palmatum	Japanese Maple	15' x 10'	6' ht.	no	specimen or container use only
Fraxinus cuspidata	Fragrant Ash	10' x 15'	8' ht.	Yes	
Juglans major	Arizona Walnut	40' x 50'	8' ht.	Yes	
Juglans microcarpa	Little Walnut	20' x 30'	8' ht.	Yes	
Juglans nigra		70' x 80'	8' ht.	Yes	
Koelreuteria parniculata	Golden Rain Tree	30' x 25'	2" cal.	Yes	ornamental accent use only
Lagerstroemia indica	Crape Myrtle	25' x 15'	8' ht.	Yes	
Magnolia soulangiana	Saucer Magnolia	30' x 25'	8' ht.	No	ornamental accent use only
Platanus occidentalis var. glabrata	Texas Sycamore	70' x 40'	2" cal.	Yes	
Plantanus mexicana	Mexican Sycamore	60' x 40'	2" cal.	Yes	
Prosopis glanulosa	Honey Mesquite	25' x 30'	8' ht.	Yes	
Quercus marilandica	Blackjack Oak	50' x 60'	2" cal.	Yes	
Quercus polymorpha	Mexican White Oak	40' x 30'	2" cal.	Yes	
Quercus sinnata	Durand Oak	50' x 70'	2" cal.	Yes	
Quercus sinnata brevifolia	Shin Oak	30' x 35'	2" cal.	Yes	
Quercus stellata	Post Oak	50' x 75'	2" cal.	Yes	
Salix babylonica	Weeping Willow	30' x 25'	2" cal.	No	park wetland and pond use only
Salix nigra	Black Willow	50' x 40'	2" cal.	No	park wetland and pond use only
Taxodium mucronatum	Montezuma Cypress	75' x 50'	2" cal.	yes	
Evergreen Trees					
Arbutus texana	Texas Madrone	25' x 30'	6' ht.	Yes	
Cedrus deodara	Deodar Cedar	30' x 15'	12' ht.	Yes	
Cupressus arizonica	Arizona Cypress	30' x 20'	8' ht.	Yes	
Eriobotrya japonica	Loquat	15' x 10'	6' ht.	no	
Juniperus chinensis 'Blue Point'	Blue Point Juniper	15' x 5'	4' ht.	Yes	
Pinus eldarica	Afghan Pine	50' x 25'	8' ht.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
Pinus pinea	Italian Stone Pine	80' x 40'	8' ht.	Yes	
Pinus thumbergii	Japanese Black Pine	50' x 25'	8' ht.	Yes	
ORNAMENTAL TREES					
Lagerstroemia indica	Crape Myrtle	15' x 10'	8' ht.	Yes	ornamental accent use only
Prunus persica	Flowering Peach	15' x 10'	8' ht.	Yes	ornamental accent use only
LARGE SHRUBS					
Evergreen Shrubs					
Abelia grandiflora	Glossy Abelia	6' x 6'	4' o.c.	Yes	
Abelia grandiflora, dwarf varieties	Dwarf Abelia	3' x 3'	3' o.c.	Yes	'Edward Goucher, "Sherwoodii'
Artemesia x 'Powis Castle'	Powis Castle Artemesia	2' x 2'	2' o.c.	Yes	
Cotoneaster glaucophylla	Grayleaf Cotoneaster	3' x 5'	3' o.c.	Yes	
Cotoneaster spp.	Cotoneaster	3' x 5'	3' o.c.	Yes	
Cycas revoluta	King Sago	6' x 4'	5' oc.	No	Specimen or container use only
Dietes bicolor	Bicolor Iris	3' x 3'	3' o.c.	Yes	
Elaegnus pungens	Elaegnus	6' x 6'	6' o.c.	No	
Fatsia japonica	Fatsia	4' x 4'	3' o.c.	No	Specimen or container use only
Feijoa sellowiana	Pineapple Guava	6' x 6'	5' o.c.	Yes	
Jasminum floridum	Florida Jasmine	3' x 4'	4' o.c.	Yes	
Jasminum mesnyi	Primrose Jasmine	8' x 8'	5' o.c.	Yes	
Juniperus chinensis 'Hetzli'	San Jose Juniper	6' x 6'	6' o.c.	Yes	
Juniperus chinensis 'Parsonii'	Parsons Uniper	2' x 3'	3' o.c.	Yes	
Juniperus chinensis 'Sea Green'	Sea Green Juniper	5' x 6'	4' o.c.	Yes	
Juniperus conferta	Shore Juniper	1.5' x 8'	6' o.c.	Yes	
Juniperus horizontalis cultivars	Andorra Juniper	2' x 4'	3' o.c.	Yes	
Loropetalum spp.	Loropetalum	8' x 5'	4' o.c.	Yes	
Mahonia bealei	Leatherleaf Mahonia	4' x 3'	3' o.c.	No	
Nandina domestica 'Gulf Stream'	Nandina	2' x 3'	2' o.c.	No	Non-berry varieties only
Rosa spp.	Rose	Varies	NA	Yes	
Rosmarinus officinalis	Upright Rosemary	4' x 5'	3' o.c.	Yes	
Rosmarinus officinalis 'prostratus'	Prostrate Rosemary	2' x 5'	3' o.c.	Yes	
Viburnum suspensum	Sandankwa Viburnum	6' x 6'	4' o.c.	No	
Semi-evergreen Shrubs					
Dalea bicolor	Dalea	3' x 3'	3' o.c.	Yes	
Salvia mellissodora	Grape-Scented Sage	3' x 3'	3' o.c.	Yes	
Salvia x superba	Blue Queen Sage	3' x 3'	3' o.c.	Yes	
Deciduous Shrubs					
Ageratina havanensis	White Mistflower/Boneset	5' x 3'	3' o.c.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
Berberis thumbergii	Japanese Barberry	4' x 4'	3' o.c.	Yes	
Berberis thumbergii "Atropurpurea'	Red Leaf Japanese Barberry	5' x 5'	4' o.c.	Yes	
Berberis thumbergii, dwarf varieties	Japanese Barberry, dwarf	2' x 2'	2' o.c.	Yes	'Crimson Pygmy', 'Aurea'
Buddleja marrubiifolia	Woolly Butterfly Bush	6' x 6'	5' o.c.	Yes	
Cassia lindheimeriana	Lindheimer's Cassia	2' x 3'	2 o.c.	Yes	
Cephalanthus occidentalis	Button Bush	8' x 10'	6' o.c.	Yes	Park wet land and pond use only
Chaenomeles speciosa	Flowering Quince	6' x 6'	5' o.c.	No	
Eupatorium coelestinum	Blue Mistflower	3' x 3'	3' o.c.	Yes	
Eysenhardtia texana	Kidneywood	10' x 6'	6' o.c.	Yes	
Hamamelis virginiana	Witch Hazel	10' x 8'	6' o.c.	Yes	
Hibiscus syriacus	Althea	10' x 6'	5' o.c.	No	
Philadelphus coronarus	Mock Orange	10' x 8'	6' o.c.	Yes	
Punica granatum	Pomegranate	10' x 6'	4' o.c.	Yes	
Salvia regla	Mountain Sage	5' x 4'	3' o.c.	Yes	
Senna lindheimeriana	Lindheimer Senna	4' x 4'	3' o.c.	Yes	
Teucrium fruticans	Bush Germander	5' x 5'	5' o.c.	Yes	
Viburrum dentatum	Arrowwood	15' x 10'	8' o.c.	Yes	
SMALL SHRUBS					
Evergreen Ground Covers					
Aspidistra elatior	Cast Iron Plant	36" x 24"	24" o.c.	No	
Calypiocarpus vialis	Horseherb	8' ht.	12" o.c.	Yes	
Carex perdentata	Meadow Sedge	18" x 18"	12" o.c.	Yes	
Carex texensis	Texas Sedge	8" x 18"	12" o.c.	Yes	
Carex tumulicola	Berkeley Sedge	12" x 12"	12" o.c.	Yes	
Hypericum calycinum	St. John's Wort	24" x 24"	24" o.c.	Yes	
Liriope gigantea	Giant Liriope	24" ht.	24" o.c.	No	
Liriope muscari	Liriope and varieties	18" ht.	18" o.c.	No	
Ophiopogon japonicas	Monkey Grass	12" ht.	12: o.c.	No	
Oreganum vulgare	Oregano	36" x 36"	36" o.c.	Yes	
Phyla incise	Frogfruit	4" x 1'	12" o.c.	Yes	
Santolina charnaecyparissus	Santolina	12" x 24"	24" o.c.	Yes	
Sedum nuttallianum	Sedum	6" ht.	12" o.c.	Yes	
Setcreasea pallida	Purple Heart	12" ht.	12" o.c.	Yes	Specimen or container use only
GROUND COVERS, ANNUALS AND PERENNIALS					
Deciduous Ground Covers					
Ceratostigma plumbagiroides	Leadwort Plumbago	12" ht.	18" o.c.	Yes	
Plumbago auriculata	Blue Plumbago	3' x 5'	36" o.c.	Yes	
Perennials					
Agapanthus africanus	Agapanthus	24" ht.	2' o.c.	No	Specimen or container only
Aquilegia chrysantha x 'Hinkleyana'	Hinkley's Columbine	3' x 2'	12" o.c.	Yes	
Asclepias curassivica	Mexican Butterfly Weed	3' x 1'	12" o.c.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
Asclepias tuberosa	Butterfly Weed	3' x 1'	12" o.c.	Yes	
Bulbine frutescens/caulescens	Bulbine	2' x 2.5'	2' o.c.	Yes	
Caecalpinia pulcherrima	Poinciana	6' x 6'	5' o.c.	Yes	Specimen or container only
Canna spp.	Canna Lily	4' x 4'	4' o.c.	No	Specimen use only
Chrysanthemum leucanthemum	Oxeye Daisy	3' x 3'	3' o.c.	Yes	
Cuphea hyssopifolia	Mexican Heather	2' x 2'	2' o.c.	Yes	
Cuphea micropetala	Cigar Plant	4' x 3'	3' o.c.	Yes	
Dalea greggii	Gregg Dalea	1' x 3'	36" o.c.	No	
Dietes spp.	Butterfly Iris	4' x 3'	36" o.c.	Yes	
Eupatorium wrightii	White Mistflower	2' x 2'	24" o.c.	Yes	
Hamelia patens	Firebush	2.5' x 3'	36" o.c.	No	
Heliarthus maximiliana	Maximilian Sunflower	6' ht.	36" o.c.	Yes	
Hemerocallis spp.	Daylilies	3' ht.	24" o.c.	Yes	
Hibiscus cariophyllus	Heartleaf Hibiscus	12" x 12"	12" o.c.	Yes	
Ipomoea fistuksa/leptophylla	Bush Morning Glory	7' x 7'	6' o.c.	Yes	
Iris albicans	Bearded Iris	1' x 3'	36" o.c.	Yes	
Iris spp.	Iris	2'-5' ht.	24" o.c.	Yes	
Justicia brandgeana	Shrimp Plant	3' x 4'	24" o.c.	Yes	
Justicia spicigera	Mexican Honeysuckle	2' x 4'	36" o.c.	Yes	
Lantana x hybrida	Lantana	2' x 4'	36" o.c.	Yes	
Linum pratense	Meadow Flax	18" x 12"	18" o.c.	Yes	
Lisianthus russelianus	Texas Bluebells	12" x 12"	12" o.c.	Yes	
Lobelia cardinalis	Cardinal Flower	3' x 2'	24" o.c.	Yes	
Nepeta x fasserii 'Six Hills Giant'	Catmint	4' x 3'	36" o.c.	Yes	
Penstemon baccharifolius	Rock Penstemon	1.5' x 1'	12" o.c.	Yes	
Penstemon tenuis	Gulf Coast Penstemon	1.5' x 1'	12" o.c.	Yes	
Penstemon triflorus	Scarlet Penstemon	2' x 1.5'	18" o.c.	Yes	
Perovskia atriplicifolia	Russian Sage	3' x 3'	36" o.c.	Yes	
Phlomis fruticosa	Jerusalem Sage	3' x 3'	36" o.c.	Yes	
Phlox paniculata	Garden Phlox	3' x 2'	36" o.c.	Yes	
Plumbago auriculata	Plumbago	2' x 3'	36" o.c.	Yes	
Poliomintha longiflora	Mexican Oregano	3' x 3'	36" o.c.	Yes	
Salvia farinacea	Mealy Blue Sage	2' x 1.5'	18" o.c.	Yes	
Salvia guaranitica	Majestic Sage	4' x 5'	48" o.c.	Yes	
Salvia x 'Indigo Spires'	Indigo Spine Salvia	3' x 5'	48" o.c.	Yes	
Scutellaria suffrutescens	Pink Skullcap	1' x 2'	24" o.c.	Yes	
Stachys byzantine	Lamb's Ear	2' x 4'	36" o.c.	Yes	
Tagetes lucida	Mexican Mint Marigold	2' x 3'	36" o.c.	Yes	
Tradescantia x Andersoniana	Spiderwort	2' x 2'	24" o.c.	Yes	
Verbena peruviana	Peruvian Verbena	1' x 2'	18" o.c.	Yes	
Verbena tenuisactum	Moss Verbena	1' x 2'	18" o.c.	Yes	
VINES					
Evergreen Vines					
Ficus pumila	Fig Vine	20'	NA	Yes	
Rosa banicsiae	Lady Banksia Rose	20' ht.	NA	Yes	
Trachelospermum asiaticum	Asian Jasmine	1'-6'	NA	Yes	
Trachelospermum jasminoides	Confederate Jasmine	10'-15'	NA	Yes	
Deciduous Vines					
Antigonon leptopus	Coral Vine/Rose of Montana	NA	NA	Yes	
Bougainvillea spp.	Bougainvillea	NA	NA	Yes	Specimen or

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
					container use only
Campsis radicans	Trumpet Vine	NA	NA	Yes	
Clematis spp.	Clematis	NA	NA	Yes	
Ipomoea quamoclit	Cypress Vine		NA	Yes	
Parthenocissus tricuspidata 'Veitchii'	Boston Ivy		NA	Yes	
Vitis mustangensis	Mustang Grape	10'	NA	Yes	
GRASSES					
Ornamental Grasses					
Andropogon gerardii	Big Bluestem	5' x 3'	36" o.c.	Yes	
Andropogon glomeratus	Bushy Bluestem	4' x 2'	36" o.c.	Yes	
Bambusa spp.	Bamboo	6' x 6'		No	Clumping varieties only
Cortaderia selloans 'Pumila'	Dwarf Pampas Grass	4' x 4'	48" o.c.	Yes	
Elymus canadensis	Wild Rye	5' x 4'	48" o.c.	Yes	
Muhlenbergia dumosa	Bamboo Muhly	5' x 4'	48" o.c.	Yes	
Pennisetum alopecuroides	Fountain Grass	3' x 3'	36" o.c.	Yes	
Pennisetum	Purple Fountain Grass	3' x 3'	36" o.c.	Yes	
Turf Grasses					
Cynodon spp., Tif 419	Bermuda hybrid varieties	Sod		Yes	
Cynodon spp., Sahara	Bermuda hybrid varieties	See or sod		Yes	
Zoysia japonica	Zoysia	See or sod		Yes	"Palisades" or "El toro" variety

DO NOT PLANT LIST The following list is taken from the Native and Adapted Landscape Plants Grow Green invasive plant list. See Grow Green guide for most current list.
Running Bamboo
Chinaberry
Chinese Parasol Tree
Chinese Pistache
Giant Cane
Kudzu
Japanese Ligustrum
Paper Mulberry
Nandina (berrying varieties)
Common Privet
Russian Olive
Tree of Heaven
Elephant Ear
Holly Fern
Wisteria (non-native)
Cat's Claw Vine
Chinese Tallow
Japanese Honeysuckle
Wax Leaf Ligustrum
Mimosa (non-native)
White Mulberry

Chinese Photinia
Pyracantha
Salt Cedar Tamarisk
Vitex (agnus-castus)
English Ivy
Vinca (perennial varieties)

The following list of plants do not meet the design intent for the Texas native landscape character or are inappropriate for on site conditions.	
Trees:	**Shrubs:**
Arizona Ash	Azaleas
Bradford Pear	Boxwood
Chinese Elm (Drake and Lacebark)	Burford Holly
Green Ash	Camellias
Italian Cypress	Chinese Holly
Palm Trees	Euonymus
River Birch	Indian Hawthorne
Silver Maple	Photinia
Sugar Maple	Pittosporum
Sweetgum	Rhododendron
	Topiaries

ATTACHMENT 2
EASTON PARK
FINAL PLAN APPLICATION

Deliver to:
Easton Park Reviewer
9737 Great Hills Trails, Suite 260, Austin, TX 78759
Phone: (512) 391-1330 Fax: (512) 391-1333
Date:_____

Address:_____
Lot:_____ Block:_____ Phase:_____ Section:_____
Plan #:_____ Elevation:_____
Square Footage:_____

Brick Manufacturer and Color:_____
Stone Type and Color:_____
Stucco Color:_____
Roof Pitch:_____Roof Color:_____
Paint Color:_____
Trim Color:_____

Site plan must be attached to include the following items:

- ❑ Site dimensions
- ❑ Square footage of all enclosed improvements
- ❑ Impervious Cover
- ❑ Property Lines with dimensions
- ❑ Building Setbacks
- ❑ Proposed finish floor elevation
- ❑ Utility boxes
- ❑ Drives, parking areas and walks
- ❑ House and accessory structures
- ❑ Easements
- ❑ Boundaries of turf areas with type of turf noted
- ❑ Locations of all proposed plants
- ❑ Plan legend including species, quantity and sizes at time of planting
- ❑ Fence location

Comments:_____

Builder Name:_____
By:_____

APPROVED BY:
Easton Park Reviewer: _____ (signature)
Approval Date:_____

ATTACHMENT 3
EASTON PARK
IMPERVIOUS COVER TRACKING TABLE

Gross Acres	**2214 acres**				
Max Imp Cover % Overall PUD	**65%**				
Max Imp Cover Overall PUD (acres)	**1439 acres**				
	IMPERVIOUS COVER USED			**IMPERVIOUS COVER REMAINING**	
TRACT ONE					
Net Acres	10.0	acres			
Impervious Cover (%) Used	50%				
Impervious Cover Used (acres)	5.0	acres		1434.1	acres
Legal Description	Section 1A, _____				
TRACT TWO					
Net Acres	10.0	acres			
Impervious Cover (%) Used	50%				
Impervious Cover Used (acres)	5.0	acres			acres
Legal Description	Section 1C, _____				
TRACT THREE					
Net Acres					
Impervious Cover (%) Used					
Impervious Cover Used (acres)					acres
Legal Description					

ATTACHMENT 4
EASTON PARK
SITE DEVELOPMENT REGULATIONS

MIXED RESIDENTIAL AREA (MR)						
	RESIDENTIAL DETACHED (YARD HOUSE)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL 3- TO 6-PLEX (MANSION HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC	COMMERCIAL
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF (on corner lots)	6,000 SF	12,500 SF	2,500 SF	2,500 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	50 FT.	80 FT.	25 FT.	25 FT.
Maximum Height	35 FT.	40 FT. and 3 stories	40 FT. and 3 stories	65 FT.	65 FT.	65 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN.[1] or 0 FT.[2]	0 FT.	5 FT.	10 FT.	0 FT.	0 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Maximum Impervious Cover	75%	95%	75%	90%	90%	90%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.

2. One side of a yard house exterior wall may be located on one of the lot's side property lines, however, the exterior sideyard-facing building walls of adjoining lots must be separated by a minimum of five (5) feet. (Access and/or maintenance easements may need to be created by individual builders or property owners to facilitate maintenance of buildings and/or areas that are located on or very close to an interior sideyard property line.

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 04 2015 01:17 PM
FEE: $ 178.00 **2015031273**

ELECTRONICALLY RECORDED 2015097525

TRV 8 PGS

AFTER RECORDING RETURN TO:

WINSTEAD ATTORNEYS

Carey Gunn Venditti, Esq.
WINSTEAD PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: cvenditti@winstead.com

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[Section 1A]

Adopted by:

CARMA EASTON LLC, a Texas limited liability company

By: _____
Shaun Cranston, Senior Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of June, 2015, by Shaun Cranston, Senior Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL] FAITH GARDNER Notary Public, State of Texas My Commission Expires March 13, 2019

Faith Gardner
Notary Public, State of Texas

Adopted by Declarant in accordance with *Section 6.04(b)* of Easton Park Master Covenant, recorded as Document No. 2015030792, Official Public Records of Travis County, Texas (the "Covenant").

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[Section 1A]

I. Introduction

Any notice or information required to be submitted to the Easton Park Reviewer under these Supplemental Residential Design Guidelines hereunder will be submitted to the Easton Park Reviewer, 9737 Great Hills Trail, Suite 260, Austin, Texas 78759, Phone: (512) 391-1330, Fax: (512) 391-1333.

A. Background

Easton Park is a master planned community located in Travis County, Texas, which is or shall be made subject to the terms and provisions of Easton Park Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "**Covenant**") and the Development Area Declaration for Easton Park [Residential], recorded in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**") upon pursuant to the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Covenant. The Covenant and each Development Area Declaration includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of Easton Park.

B. Easton Park Reviewer and Review Authority

The **Easton Park Reviewer** consists of one or more individuals who have been appointed by **CARMA EASTON LLC,** a Texas limited company (the "**Declarant**"). As provided in *Article 6* of the Covenant, Declarant has a substantial interest in ensuring that improvements within Easton Park development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the Easton Park Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or Easton Park Master Community, Inc. (the "**Association**").

Article 6 of the Covenant includes procedures and criteria for the construction of improvements within Easton Park. *Section 6.04* of the Covenant and *Section 3.01* of the Development Area Declaration provide that no improvements may be constructed without the prior written approval of the Easton Park Reviewer.

C. Applicability

Section 6.04(b) of the Covenant provides that the Declarant or the Easton Park Reviewer may adopt Design Guidelines to govern the standards for design, construction of Improvements, landscaping, and the placement of exterior items within Easton Park which may consist of multiple written design guidelines applying to all or specific portions of the Development.

Declarant has adopted that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas (the **"Development Design Guidelines"**). These Easton Park Supplemental Residential Design Guidelines [Section 1A] are a supplement to the Development Design Guidelines. In the event of a conflict between the terms and provisions of these Supplemental Residential Design Guidelines [Section 1A] and the Development Design Guidelines, the terms and provisions of these Supplemental Residential Design Guidelines [Section 1A] will control.

The Supplemental Residential Design Guidelines [Section 1A] apply to all Lots in Easton Park [Section 1A], a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201500121, in the Official Public Records of Travis County, Texas.

II. SECTION 1A ARCHITECTURAL AND AESTHETIC STANDARDS

The requirements set forth below are intended to provide general direction and guidance to the applicant. Please be advised that all Improvements must be approved in advance and in writing by the Easton Park Reviewer. The Easton Park Reviewer will determine whether the applicant has complied with the requirements set forth below.

- **Zoning District**. *Improvements on each Lot must comply with the City of Austin's SF-4A residential zoning district requirements, as set forth on Exhibit "A", attached hereto and incorporated for all purposes.*

- **Plan Repetition**. *Plans with the same elevation with similar brick or masonry can only be repeated every third lot.*

- **Exteriors**. The exterior of each primary residence on a Lot shall be constructed as set forth below:

    1. Approved Masonry. "**Approved Masonry**," as used herein, shall consist of brick, saw cut stone, cultured stone, and other similar materials as approved by the Easton Park Reviewer from time to time.

        (a) *Material Choice.* Approved Masonry shall not include stucco or Hardi-Plank; however, in areas where it is not structurally feasible to support Approved Masonry and approved in writing by the Easton Park Reviewer, then cementitious siding products, such as Hardi-Plank, may be used for no more

than fifty percent (50%) of the total exterior coverage requirements set forth below.

(b) *Exterior Coverage.* Sixty percent (60%) of the exterior of each primary residence on a Lot shall be constructed of either: (i) a combination of up to two (2) different types of Approved Masonry; (ii) if approved in writing by the Easton Park Reviewer, a combination of at least one type of Approved Masonry AND at least one other cementitious siding products up to fifty percent (50%) of the total exterior coverage required; or (iii) any other combination, if approved in writing by the Easton Park Reviewer. Masonry construction shall not end at an arbitrary point on the residence; i.e. the masonry shall be wrapped or extended to cover façades and portions of the residence in public view. Therefore, masonry shall end only at points appearing architecturally and structurally sound; e.g. the masonry should end at an interior corner of the residence, or carry across a façade to provide a true structural impression. If such wrap or extension of masonry results in a side of the residence that is constructed of 100% masonry, alternative materials may be approved by the Easton Park Reviewer for use above the plate height.

(c) *Exclusions.* Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of Approved Masonry.

2. Non-Masonry. In certain cases, the exterior of a residence may be constructed without any Approved Masonry, e.g. other cementitious materials. The type and percentage of such non-masonry materials shall be at the sole discretion of the Easton Park Reviewer and must be approved in writing.

3. Prohibited Elements.
   - Wood shake siding.
   - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
   - Mirrored glass.

- **Square Footage**. The minimum livable square footage for each permitted residence is set forth in the table below:

Minimum Livable Square Footage Requirements per Lot Size	
50′ Lots	1800 – 2500 SF*
60′ Lots	2300 - 3200 SF*
70′ Lots	2800+ SF*
***The minimum livable square footage for twenty percent (20%) of permitted residences per Builder per Lot Size may be increased or decreased by ten percent (10%).**	

- **Garage Repetition**. Garages with three (3) street-facing garage doors may only be repeated every third lot.

- **Roofs**. Use of galvanized metal roofing and gutter material with semi-reflective finish (i.e. Galvalume) or colored finish metal roof and gutter material is permitted. Corrugated metal is not permitted. Excessively pitched roofs, low-pitched roofs, and flat roofs (less than 3:12) may be permitted with the approval of the Easton Park Reviewer.

- **Exterior Lighting**. All exterior illumination on the residential structure ("**Structural Lighting**") and within the yard space of the Lot ("**Landscape Lighting**") shall conform to the requirements below. From time to time, and in its sole discretion, the Easton Park Reviewer may require a night time inspection.

  1. Dark Sky Principles. All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste.

  2. Structural Lighting. On the farthest extended portion of the street facing façade of each residence there shall be exterior Structural Lighting according to the requirements set forth below:

Minimum Structural Lighting per Lot Size/Location	
50′ & 60′ Lots	2 Exterior Lights minimum
70′ Lots	3 Exterior Lights minimum
Corner Lots	2 Exterior Lights on the side of the residence

  All Structural Lighting on the front elevation of any residential Lot shall have dusk to dawn sensors which must be maintained in good working condition at all times, and no Structural Lighting whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be permitted.

  3. Landscape Lighting. Each Lot shall have two (2) low-voltage Landscape Lights within the yard space of the Lot. Landscape Lights lighting a tree or key landscape element shall be halogen landscaping lights of low beam intensity, which shall not be aimed towards or directly affect any neighboring property.

- **Impervious Cover**. The maximum allowable impervious cover per Lot is sixty-five percent (65%).

III. SECTION 1A LANDSCAPE GUIDELINES

The general landscaping guidelines for each Lot set forth below are intended to provide general direction and guidance to the applicant. Please be advised that all landscapes and landscaping must be approved in writing by the Easton Park Reviewer prior to installation. The Easton Park Reviewer will determine whether the applicant has complied with the guidelines set forth below.

- **Materials**. Landscaping is required in the front yard and backyard of each Lot. The Easton Park Reviewer will encourage that a variety of trees be used on each Lot.

- **Irrigation**. Full yard programmable irrigation systems are required to be installed on each Lot. The Easton Park Reviewer must approve all irrigation systems prior to installation.

- **Fencing and Walls**. The materials, height, location and construction of all fences must be approved in advance by the Easton Park Reviewer.

- **Lighting**. See Landscape Lighting requirements under Exterior Lighting.

SF-4A

Single-Family Residence—Small Lot

Single-Family Residence Small Lot district is intended for a moderate density single-family residential use on a lot that is a minimum of 3,600 square feet. An SF-4A district use is subject to development standards that maintain single family neighborhood characteristics.

Site Development Standards

Lot		Massing	
Minimum Lot Size	3,600 sq ft	Maximum Height	35 ft
Minimum Lot Width	40 ft	Minimum Setbacks	
Maximum Units Per Lot	1	Front yard	15 ft
Maximum Building Coverage	55%	Street side yard	10 ft
Maximum Impervious Cover	65%	Interior side yard	—
		Rear yard	—

Permitted and Conditional Uses

Residential

Small Lot Single-Family Residential *
Short-Term Rental

Civic

Club or Lodge (c) *
College and University Facilities (c) *
Communication Service Facilities *
Community Events *
Community Recreation—Public (c) *
Community Recreation—Private (c) *
Cultural Services (c)
Day Care Services—Commercial (c)
Day Care Services—General (c)
Day Care Services—Limited
Family Home *
Group Home Class I—General (c) *
Group Home Class I—Limited *
Local Utility Services (c)
Private Primary Educational Services (c) *
Private Secondary Educational Services (c) *
Public Primary Educational Services *
Public Secondary Educational Services *
Religious Assembly
Safety Services (c)
Telecommunication Tower (PC) *

Commercial

Special Use—Historic (c) *

Agricultural

Community Garden
Urban Farm *

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
June 22 2015 12:12 PM
FEE: $ 54.00 **2015097525**

ELECTRONICALLY RECORDED 2015165024

TRV 5 PGS

AFTER RECORDING RETURN TO:

GreenbergTraurig

Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

EASTON PARK

FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[Section 1A]

Travis County, Texas

Cross reference to Easton Park Master Covenant, recorded under Document No. 2015030792, Official Public Records of Travis County, Texas, as amended; and that certain Supplemental Residential Design Guidelines [Section 1A], recorded under Document No. 2014057955, Official Public Records of Travis County, Texas.

EASTON PARK

FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES [Section 1A]

This First Amendment to Supplemental Residential Design Guidelines [Section 1A] for Easton Park ("**Amendment**") is made by Declarant, Carma Easton LLC, a Texas limited liability company ("**Declarant**") and is as follows:

RECITALS:

A. Declarant, pursuant to *Section 6.04(b)* of that certain Easton Park Master Covenant, recorded as Document No. 2015030792 in the Official Public Records of Travis County, Texas (the "**Covenant**"), adopted those certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**") and those certain Supplemental Residential Design Guidelines [Section 1A] for Easton Park, recorded as Document No. 2015097525 in the Official Public Records of Travis County, Texas (the "**Section 1A Design Guidelines**") (collectively, the "**Design Guidelines**").

B. Pursuant to *Article IV* of the Design Guidelines, the Declarant, during the Development Period, may amend the Design Guidelines acting alone.

C. Declarant desires to amend and modify the Section 1A Design Guidelines as set forth in this Amendment.

NOW THEREFORE, Declarant hereby desires to amend and modify the Section 1A Design Guidelines as follows:

1. **Setbacks.** The following paragraph is added to the *Setbacks* paragraph under *Article II* of the Section 1A Design Guidelines:

> Five foot (5') setbacks for interior side yards and ten foot (10') setbacks for rear yards on the Lots.

2. **Garage Repetition.** The *Garage Repetition* paragraph under *Article II* is hereby deleted in its entirety and replaced with the following **Garages** paragraph:

- Garages.

1. Repetition: Garages with three (3) street-facing garage doors may be repeated on every other Lot. The number of garage doors shall be determined by the number of cars meant to be contained in the garage; *i.e.*, a street-facing door covering (2) garage spaces shall count as two (2) garage doors, even if physically comprised of only one (1) door.

2. Setbacks for Lots containing Three Garage Doors and Adjacent Lots:

   (a) For a Lot containing a three-car garage, a five foot (5') maximum setback shall be required on the side of the residence opposite from the three-car garage; and

   (b) For a Lot adjacent to a Lot containing a three-car garage, a five foot (5') maximum setback shall be required on the side of the residence farthest from the three-car garage.

3. Landscaping: Lots containing a three-car garage and Lots adjacent to Lots containing a three-car garage shall be required to utilize an "**Enhanced Landscaping**" package in the yard. Such Enhanced Landscaping will be approved in advance by the Easton Park Reviewer and shall wrap around the side of the residence with the greatest setback (i.e. the side of the Lot with the most yard space) to ensure that the interior landscaping, views, and space between the Lots is aesthetically pleasing.

4. Fencing: Adjacent Lots utilizing the Enhanced Landscaping package will be required to utilize wrought iron fencing between the Lots' side yards.

3. **Fencing and Walls**. The *Fencing and Walls* paragraph under *Article III* is hereby deleted in its entirety and replaced with the following **Fencing and Walls** paragraph:

Fencing and Walls.

1. Specifications:

   (a) Picket size: 6 inches (6") wide; six feet (6') tall

   (b) Stain: All wood fencing shall be prepped and painted with two coats of Behr Premium Semi-Transparent Weatherproofing Stain & Stealer. Prepare surface with Behr No. 63 Wood Cleaner and lightly sand. Color to be Cedar Natural Tone #5533. Similar brands' products and/or stain colors may be acceptable with the approval of the Easton Park Reviewer.

   (c) Outside of the foregoing specifications, the materials, height, location and construction of all fences and walls must be approved in advance by the Easton Park Reviewer.

2. Fence Returns: On adjacent Lots, fences must return five feet (5') from the front of the residence that is farthest from the street.

4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant or the Design Guidelines. Unless expressly modified by this Amendment, all other terms and provisions of the Section 1A Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

[Signature Appears on Following Page]

EXECUTED TO BE EFFECTIVE on this 14 day of OCTOBER, 2015.

DECLARANT:

CARMA EASTON LLC, a Texas limited liability company

By: _____
CHAD MATHESON CFO

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this 14 day of October, 2015, by ~~Shaun Cranston, Senior Vice President~~ Chad Matheson Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

FAITH GARDNER
Notary Public, State of Texas
My Commission Expires
March 13, 2019

AUS536446980

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
October 14 2015 01:53 PM
FEE: $ 42.00 **2015165024**

ELECTRONICALLY RECORDED **2016150807**

TRV **24** PGS

GreenbergTraurig

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Emily A. Jung, Esq.
GREENBERG TRAURIG, LLP
300 W. 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[Section 1C]

Adopted by:

CARMA EASTON LLC, a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15 day of November, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

_____
Notary Public, State of Texas

Adopted by Declarant in accordance with *Section 6.04(b)* of Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307, Official Public Records of Travis County, Texas (the "Master Covenant").

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[Section 1C]

ARTICLE 1
INTRODUCTION

Any notice or information required to be submitted to the Easton Park Reviewer under these Supplemental Residential Design Guidelines hereunder will be submitted to the Easton Park Reviewer, 11501 Alterra Pkwy #100, Austin, TX 78758, Phone: (512) 391-1330, Fax: (512) 391-1333.

A. Background

Easton Park is a master planned community located in Travis County, Texas, which is or shall be made subject to the terms and provisions of Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "**Master Covenant**") and the Easton Park Amended and Restated Development Area Declaration [Single-Family Residential], recorded in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**") upon pursuant to the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Master Covenant. The Master Covenant and each Development Area Declaration includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of Easton Park.

B. Easton Park Reviewer and Review Authority

The **Easton Park Reviewer** consists of one or more individuals who have been appointed by **CARMA EASTON LLC,** a Texas limited company (the "**Declarant**"). As provided in *Article 6* of the Master Covenant, Declarant has a substantial interest in ensuring that improvements within Easton Park development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the Easton Park Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or Easton Park Master Community, Inc. (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of improvements within Easton Park. *Section 6.04* of the Master Covenant and *Section 3.01* of the Development Area Declaration provide that no improvements may be constructed without the prior written approval of the Easton Park Reviewer.

C. Applicability

Section 6.04(b) of the Master Covenant provides that the Declarant or the Easton Park Reviewer may adopt Design Guidelines to govern the standards for design, construction of Improvements, landscaping, and the placement of exterior items within Easton Park which may consist of multiple written design guidelines applying to all or specific portions of the Development.

Declarant has adopted that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas (the **"Development Design Guidelines"**). These Easton Park Supplemental Residential Design Guidelines [Section 1C] are a supplement to the Development Design Guidelines. In the event of a conflict between the terms and provisions of these Supplemental Residential Design Guidelines [Section 1C] and the Development Design Guidelines, the terms and provisions of these Supplemental Residential Design Guidelines [Section 1C] will control.

The Supplemental Residential Design Guidelines [Section 1C] apply to all Lots in Easton Park [Section 1C], a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201500121, in the Official Public Records of Travis County, Texas.

ARTICLE 2
II. SECTION 1C ARCHITECTURAL AND AESTHETIC STANDARDS

The requirements set forth below are intended to provide general direction and guidance to the applicant. Please be advised that all Improvements must be approved in advance and in writing by the Easton Park Reviewer. The Easton Park Reviewer will determine whether the applicant has complied with the requirements set forth below.

2.01. Planned Unit Development. Improvements on each Lot must comply with that certain Pilot Knob Planned Unit Development ordinance adopted by the City for the Property on December 17, 2015, by Ordinance No. 20151217-080, as the same may be amended and modified from time to time, the terms of which may override certain zoning requirements and City ordinances which might otherwise be applicable to the Property.

2.02. Setbacks. Five foot (5') setbacks are required for interior side yards, ten foot (10') setbacks are required for rear yards, and fifteen foot (15') setbacks are required for front yards on the Lots.

2.03. Plan Repetition. Plans with the same elevation with similar brick or masonry can only be repeated every third lot.

2.04. Exteriors. The exterior of each primary residence on a Lot shall be constructed as set forth below:

(a) Approved Masonry. "**Approved Masonry**," as used herein, shall consist of stucco, Hardi-Plank, brick, saw cut stone, cultured stone, and other similar materials as approved by the Easton Park Reviewer from time to time.

(i) *Exterior Coverage.* The exterior of each primary residence on a Lot shall be constructed of any combination of type(s) of Approved Masonry and/or other cementitious siding products as approved in writing by the Easton Park Reviewer. The masonry elevations will be required to match or fit with the overall architectural style throughout Eason Park, as depicted by the examples included on Exhibit "A". The masonry shall be wrapped or extended to cover façades and portions of the residence in public view. On sides of the residence, a minimum of five feet (5') of masonry wrap is required to meet the fence return. If the fence return is more than five feet (5'), the masonry wrap must extend as far as the fence return. So as to ensure that the masonry appears true, the masonry shall end only at points on the residence appearing architecturally and structurally sound; e.g. the masonry should end at an interior corner of the residence. If such wrap or extension of masonry results in a side of the residence that is constructed of 100% masonry, alternative materials may be approved by the Easton Park Reviewer for use above the plate height.

(ii) *Exclusions.* Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of Approved Masonry.

(b) Non-Masonry. In certain cases, the exterior of a residence may be constructed without any Approved Masonry, e.g. other cementitious materials. The type and percentage of such non-masonry materials shall be at the sole discretion of the Easton Park Reviewer and must be approved in writing.

(c) Prohibited Elements.

(i) Wood shake siding (other than cementitious wood shake siding used as an accent).

(ii) Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).

(iii) Mirrored glass.

2.05. Square Footage. The minimum livable square footage for each permitted residence is set forth in the table below:

Minimum Livable Square Footage Requirements per Lot Size	
50' Lots	1800 – 2500 SF*
60' Lots	2300 - 3200 SF*
***The minimum livable square footage for twenty percent (20%) of permitted residences per Builder per Lot Size may be increased or decreased by ten percent (10%).**	

2.06. Garages.

(a) Repetition: Garages with three (3) street-facing garage doors may be repeated on every other Lot. The number of garage doors shall be determined by the number of cars

meant to be contained in the garage; *i.e.,* a street-facing door covering (2) garage spaces shall count as two (2) garage doors, even if physically comprised of only one (1) door.

(b) Setbacks for Lots containing Three Garage Doors and Adjacent Lots:

(i) For a Lot containing a three-car garage, a five foot (5') maximum setback shall be required on the side of the residence opposite from the three-car garage; and

(ii) For a Lot adjacent to a Lot containing a three-car garage, a five foot (5') maximum setback shall be required on the side of the residence farthest from the three-car garage.

(c) Landscaping: Lots containing a three-car garage shall be required to utilize an "**Enhanced Landscaping**" package in the yard. Lots adjacent to Lots containing a three-car garage shall also be required to utilize Enhanced Landscaping if the space between the Improvements existing or to be constructed on the adjacent Lots is greater than ten (10') feet in width. Any Homebuilder utilizing an Enhanced Landscaping package must submit plans for such Enhanced Landscaping to the Easton Park Reviewer for review and approval. The Enhanced Landscaping shall wrap around the side of the residence with the greatest setback (i.e. the side of the Lot with the most yard space) to ensure that the interior landscaping, views, and space between the Lots is aesthetically pleasing.

2.07. Roofs. Use of galvanized metal roofing and gutter material with semi-reflective finish (i.e. Galvalume) or colored finish metal roof and gutter material is permitted. Corrugated metal is not permitted. Excessively pitched roofs, low-pitched roofs, and flat roofs (less than 3:12) may be permitted with the approval of the Easton Park Reviewer.

2.08. Exterior Lighting. All exterior illumination on the residential structure ("**Structural Lighting**") and within the yard space of the Lot ("**Landscape Lighting**") shall conform to the requirements below. From time to time, and in its sole discretion, the Easton Park Reviewer may require a night time inspection.

(a) Dark Sky Principles. All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste.

(b) Structural Lighting. On the farthest extended portion of the street facing façade of each residence there shall be exterior Structural Lighting according to the requirements set forth below:

Minimum Structural Lighting per Lot Size/Location	
50' & 60' Lots	2 Exterior Lights minimum
70' Lots	3 Exterior Lights minimum
Corner Lots	2 Exterior Lights on the side of the residence

All Structural Lighting on the front elevation of any residential Lot shall have dusk to dawn sensors which must be maintained in good working condition at all times, and no Structural Lighting whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be permitted.

(c) Landscape Lighting. Each Lot shall have two (2) low-voltage Landscape Lights within the yard space of the Lot. Landscape Lights lighting a tree or key landscape element shall be halogen landscaping lights of low beam intensity, which shall not be aimed towards or directly affect any neighboring property.

2.09. Impervious Cover. The maximum allowable impervious cover per Lot is sixty-five percent (65%).

ARTICLE 3
III. SECTION 1C LANDSCAPE GUIDELINES

The general landscaping guidelines for each Lot set forth below are intended to provide general direction and guidance to the applicant. Please be advised that all landscapes and landscaping must be approved in writing by the Easton Park Reviewer prior to installation. The Easton Park Reviewer will determine whether the applicant has complied with the guidelines set forth below.

3.01. Materials. Landscaping is required in the front yard and backyard of each Lot. The Easton Park Reviewer will encourage that a variety of trees be used on each Lot.

3.02. Irrigation. Full yard programmable irrigation systems are required to be installed on each Lot. The Easton Park Reviewer must approve all irrigation systems prior to installation.

3.03. Fencing and Walls.

(a) Specifications:

(i) *Picket size*: 6 inches (6") wide; six feet (6') tall

(ii) *Stain*: All sides of all wood fencing on each Lot shall be prepped and painted with two coats of Behr Premium Semi-Transparent Weatherproofing Stain & Stealer. Prepare surface with Behr No. 63 Wood Cleaner and lightly sand. Color to be Cedar Natural Tone #5533. Similar brands' products and/or stain colors may be acceptable with the approval of the Easton Park Reviewer.

(iii) *Fence Returns*: Fences must return five feet (5') from the front corner of whichever house on adjacent Lots is farthest from the street. This evaluation must be done on both sides of each adjacent Lot. If there is existing construction on one Lot, the fence on the adjacent Lot must be flush with the fence existing or to be built on the first Lot, i.e. the house farthest from the street between any two (2) Lots shall dictate the location of the fences on both Lots. Fence returns may not be closer than fifteen feet (15') from the back corner of a house.

(iv) Outside of the foregoing specifications, the materials, height, location and construction of all fences and walls must be approved in advance by the Easton Park Reviewer.

3.04. Lighting. See Landscape Lighting requirements under Exterior Lighting.

ARTICLE 4
PLAN REVIEW PROCESS

. During Stage 2 of the submittal and review process, each Homebuilder must submit the following in additional to the materials required by the Master Residential Design Guidelines:

(a) Standard residence, Model home and 3-car garage landscape layout plan; and

(b) Full yard irrigation layout plan.

4.02. Final Approval. To obtain final approval, a completed Final Plan Application attached hereto as Exhibit "B" must be submitted to the Easton Park Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage as outlined in the Master Residential Design Guidelines). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Easton Park Reviewer.

EXHIBIT "A"
EASTON PARK
ARCHITECTURAL STYLES

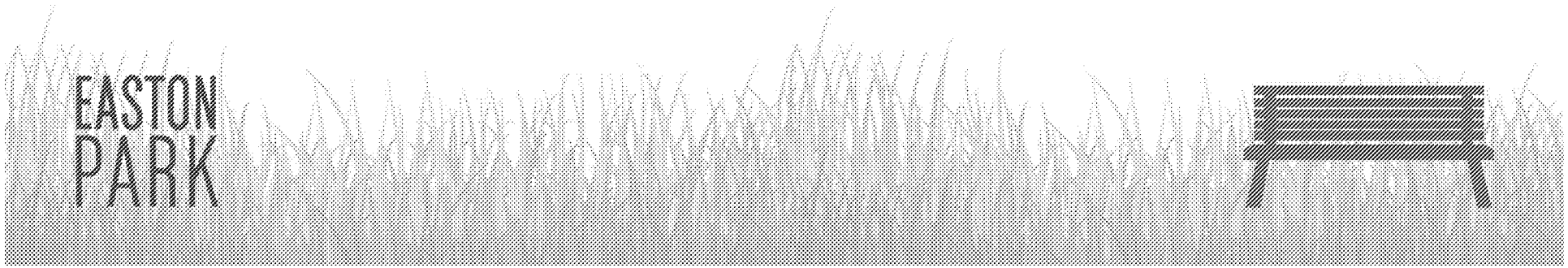
VISION FOR EASTON PARK

Easton Park is an urban master planned community that encompasses everything that makes Austin eclectic, unique, weird and exciting. Experiences that are customer-centric and go deeper than those created by other developers will define the difference between Easton Park and other master planned communities. Every space that the customer experiences will be considered to create a thoughtful community, from the homes, parks, trails to the welcome center; all will be quintessentially Easton Park.

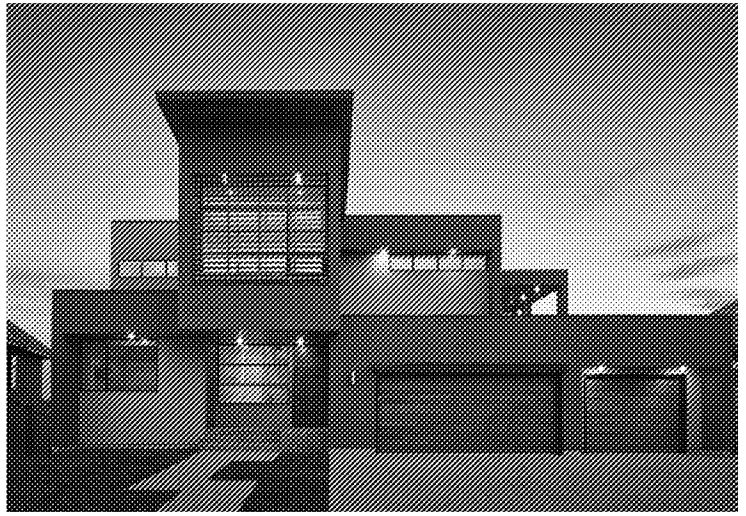
As such, it is imperative that the community achieves a diverse mix of architecture using various styles, building materials, paint colors, landscaping, fencing, and other architectural elements to execute on this vision.

The following architectural styles are recommended as examples of great adaptations in the Easton Park community. Please use the following examples as a guide when designing product elevations specific to Easton Park. For example, show metal roofs on farmhouse or contemporary styles, wrap around porches on craftsman styles, and different window styles or roofscapes to complete the desired style finish. Notice how the building materials, paint colors and landscape take the style all the way to the street.

For questions, contact the Easton Park Architectural Reviewer.

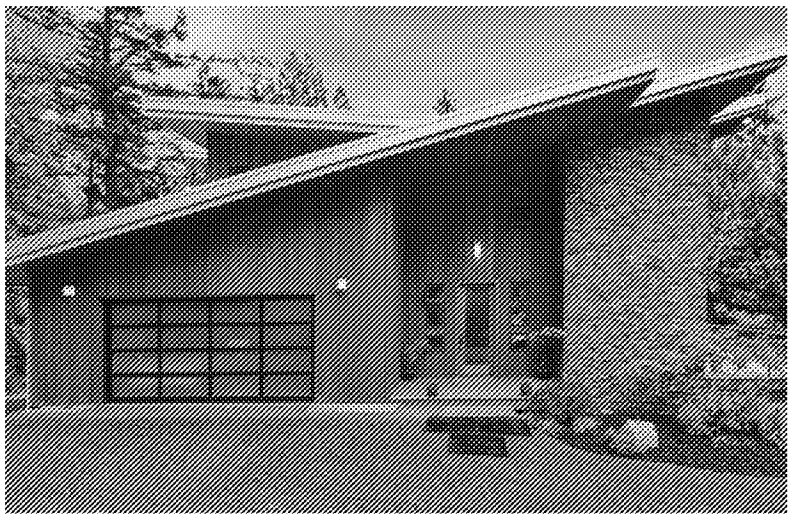


CONTEMPORARY ARCHITECTURE



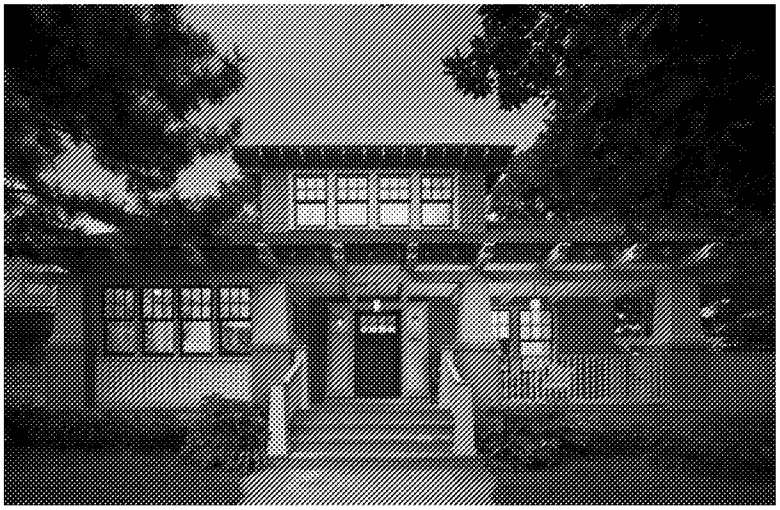
EASTON PARK

CONTEMPORARY ARCHITECTURE



EASTON PARK

CRAFTSMAN ARCHITECTURE

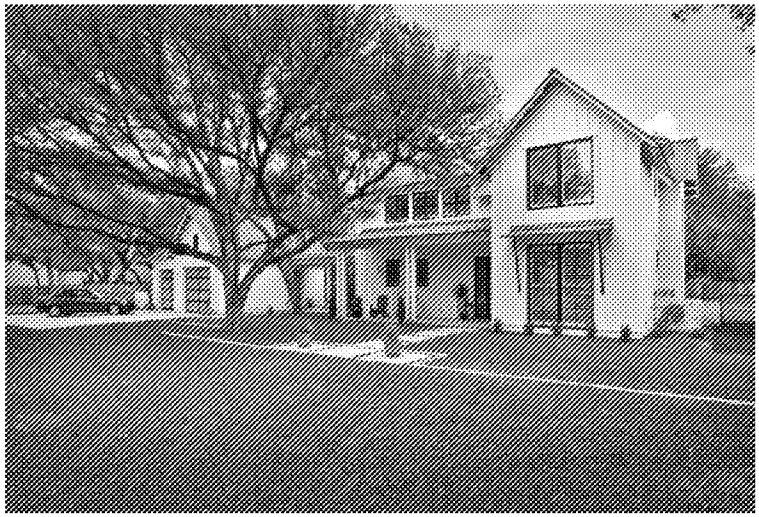


EASTON PARK

EASTON PARK

CRAFTSMAN ARCHITECTURE

MODERN FARMHOUSE ARCHITECTURE

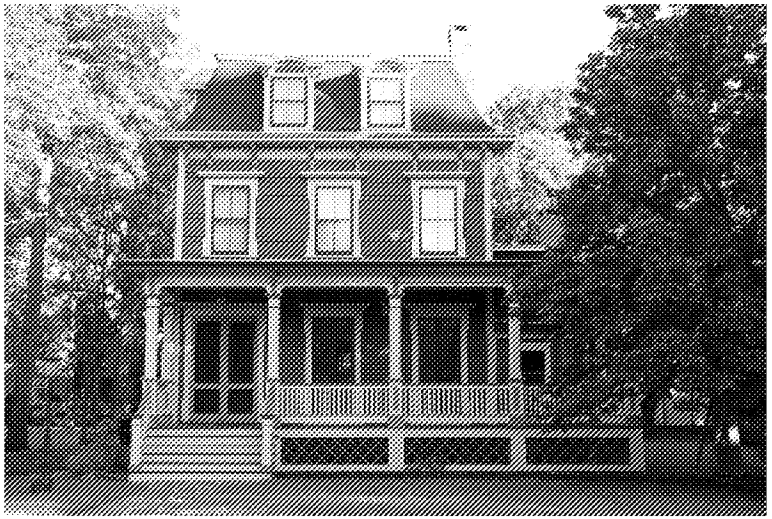


EASTON PARK

MODERN FARMHOUSE ARCHITECTURE

EASTON PARK

VICTORIAN ARCHITECTURE



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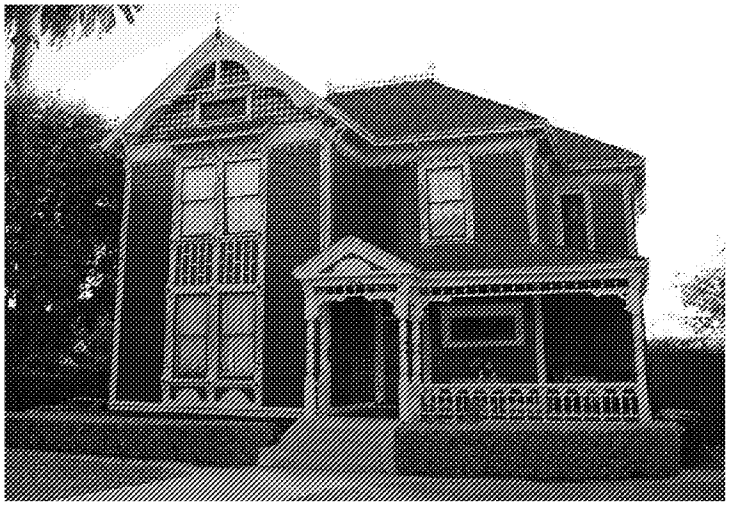
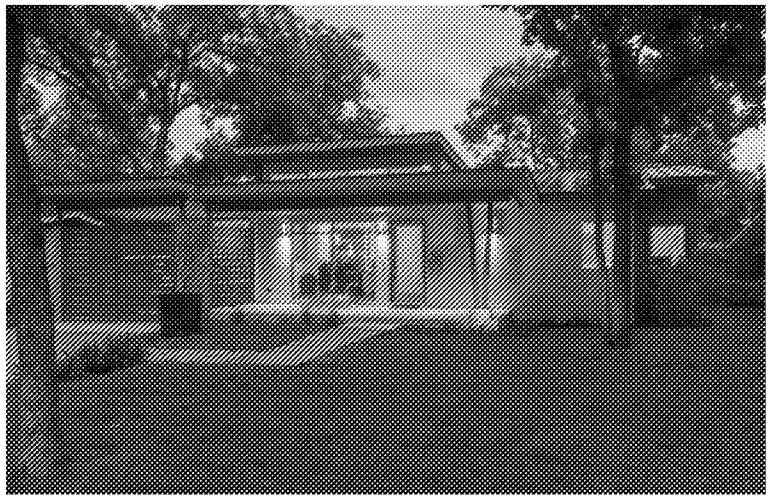
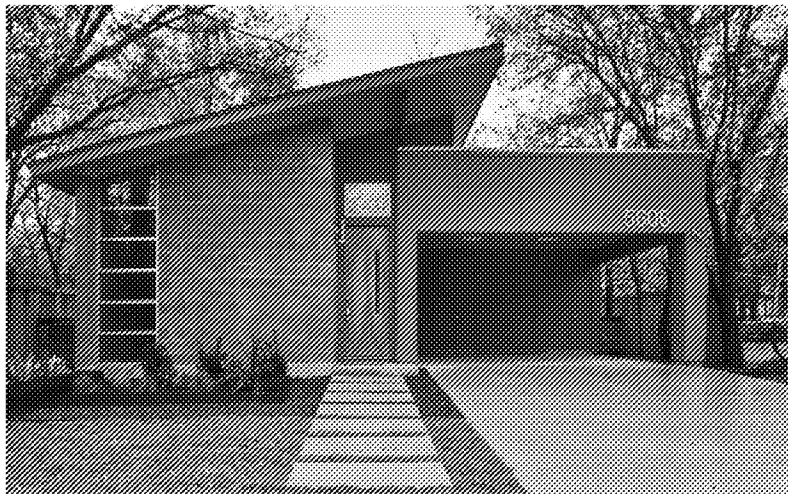
VICTORIAN ARCHITECTURE

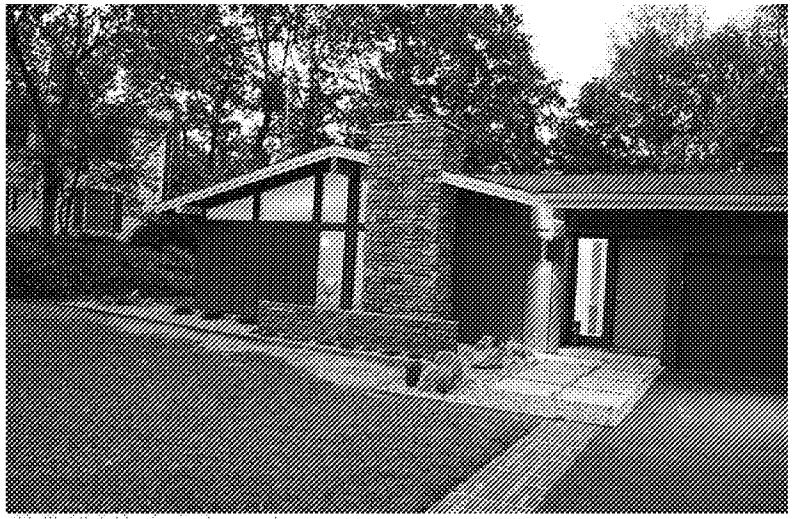


EASTON PARK

MID-CENTURY ARCHITECTURE







EASTON PARK

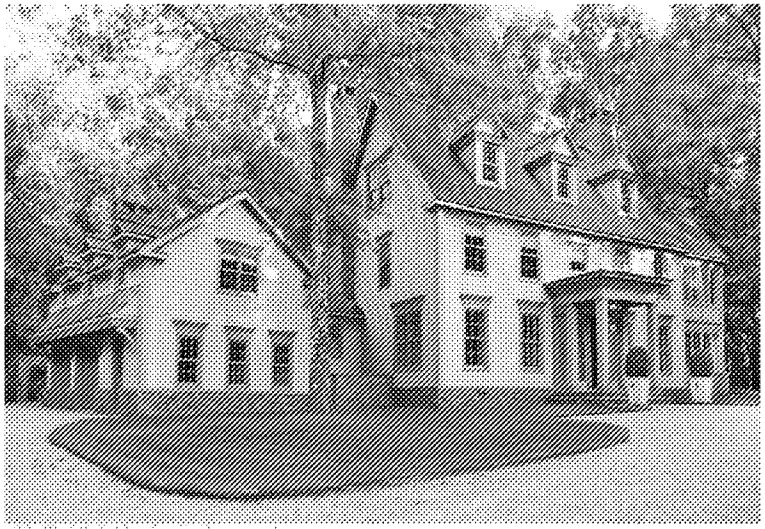
EASTON PARK

MID-CENTURY ARCHITECTURE

COLONIAL TRADITIONAL ARCHITECTURE

EASTON PARK

COLONIAL TRADITIONAL ARCHITECTURE



EASTON PARK

EXHIBIT "B"
EASTON PARK
FINAL PLAN APPLICATION

Deliver to:
Easton Park Reviewer
11501 Alterra Pkwy #100, Austin, TX 78758
Phone: (512) 391-1330 Fax: (512) 391-1333
Date:_____

Address:_____
Lot:_____ Block:_____ Phase:_____ Section:_____
Plan #:_____ Elevation:_____
Square Footage:_____

Brick Manufacturer and Color:_____
Stone Type and Color:_____
Stucco Color:_____
Roof Pitch:_____Roof Color:_____
Paint Color:_____
Trim Color:_____
Type and Color of Siding:_____

Site plan must be attached to include the following items:

- ☐ Standard residence, Model home and 3-car garage landscape layout plan
- ☐ Full yard irrigation layout plan
- ☐ Site dimensions
- ☐ Square footage of all enclosed improvements
- ☐ Impervious Cover
- ☐ Property Lines with dimensions
- ☐ Building Setbacks
- ☐ Proposed finish floor elevation
- ☐ Utility boxes
- ☐ Drives, parking areas and walks
- ☐ House and accessory structures
- ☐ Easements
- ☐ Boundaries of turf areas with type of turf noted
- ☐ Locations of all proposed plants
- ☐ Plan legend including species, quantity and sizes at time of planting
- ☐ Fence location
- ☐ Photos of color scheme

Comments:_____
_____

[*Signature Page Follows*]

Builder Name:_____

By:_____

APPROVED BY:

Easton Park Reviewer: _____ (signature)

Approval Date:_____

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
September 12 2016 11:42 AM
FEE: $ 118.00 **2016150807**

ELECTRONICALLY RECORDED 2018051918

TRV 25 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

Skyline Model Park Phase 1 Design Guidelines

Pursuant to the authority set forth under Section *6.04(b)* of that certain Amended and Restated Master Covenant [Residential], recorded under Document No. 2016027307 in the Official Public Record of Travis County, Texas (the **"Master Covenant"**), the Easton Park Reviewer hereby certifies that the Skyline Model Park Phase 1 Design Guidelines (the **"Phase 1 Model Park Design Guidelines"**) attached hereto as Exhibit "A" and incorporated herewith as more fully set forth herein were duly adopted by the Easton Park Reviewer under the Master Covenant, and along with all future amendments thereto supplement those certain Easton Park Master Residential Design Guidelines recorded under Document No. 2015031273 in the Official Public Records of Travis County, Texas, and those certain Skyline Park Design Guidelines recorded under Document No. 2018051561 in the Official Public Records of Travis County, Texas (collectively, the "**Design Guidelines**"). The Phase 1 Model Park Design Guidelines shall be effective upon the date of recordation in the Official Public Records of Travis County, Texas.

Acknowledged by:

EASTON PARK REVIEWER

By: CARMA EASTON LLC
a Texas limited liability company

By: _____
Printed Name: Chad Matheson
Title: CFO

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of March, 2018, by Chad Matheson, CFO of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

EXHIBIT "A"

EASTON PARK
SKYLINE MODEL PARK PHASE 1 DESIGN GUIDELINES

SKYLINE MODEL PARK PHASE 1
DESIGN GUIDELINES

VERSION 1.0
MARCH 2018

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INTRODUCTION

1.1 PURPOSE OF DESIGN GUIDELINES

The Skyline Model Park Design Guidelines were written as a supplemental document to the overall Skyline Park Neighborhood Design Guidelines. The standards set forth in this document will help ensure a heightened quality of design and appeal to the model park for this neighborhood.

1.2 SKYLINE MODEL PARK REVIEW PROCESS

All developments and/or improvements to lots within the Skyline Model Park must comply with these design guidelines as well as regulations not addressed within this document established in the Skyline Park Design Guidelines, Easton Park Master Covenant (EPM Covenant) and Easton Park (Pilot Knob) Planned Unit Development (PUD). Every owner seeking to improve upon any real property within the Skyline Model Park shall comply with the Review Process and Fees established in the overall Skyline Park Design Guidelines.

1.3 RELATION TO OTHER PLANS + CRITERIA

These design guidelines are intended to serve as a basis for managing home builders' proposals for architectural design and lot development of their model homes while ensuring conformance with the overall community vision of Skyline Park. The standards set forth in this document only apply to homes built within the Skyline Model Park. They are not applicable to other sections or neighborhoods within Skyline Park or the Easton Park Community.

These design guidelines are meant to supplement the Skyline Park Design Guidelines and Easton Park Master Residential Design Guidelines (MRDG) in the EPM Covenant. The standards outlined in this document supersede any corresponding standards set forth in previously written documents. If an area of design is not addressed within this document, the Skyline Park Design Guidelines, MRDG and PUD will stand as the governing regulations.

These guidelines do not modify other applicable Federal, State, or local codes and ordinances. Use of property and improvements within the Skyline Model Park must comply with applicable building codes, governmental requirements and regulations, and the EPM Covenant. Approval through the Review Process does not create a precedent for future improvements and will not constitute assurance that improvements comply with applicable governmental requirements/regulations or that a permit or approval is not required from applicable governmental bodies.

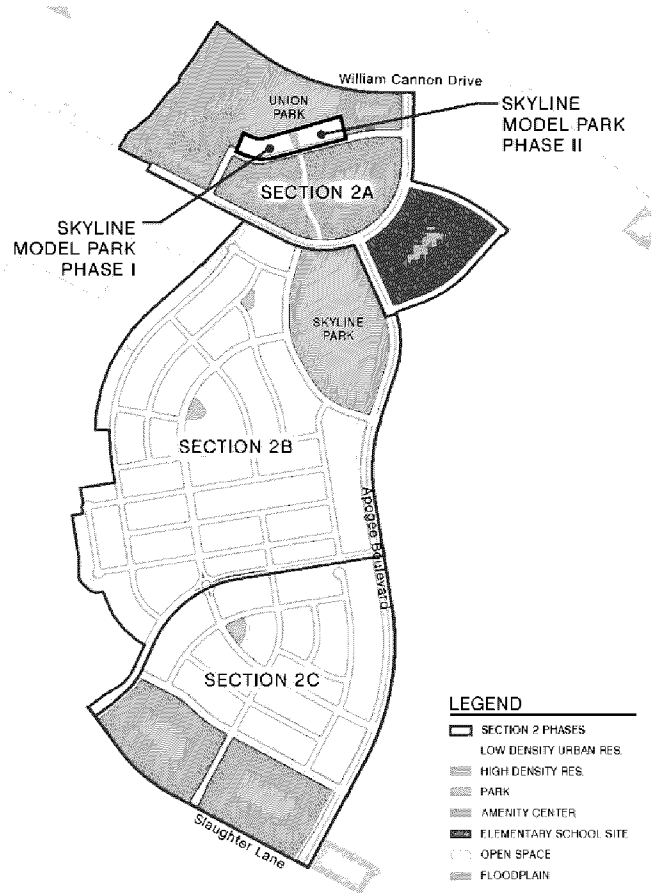

Figure 1.2 | Skyline Park Neighborhood - By Section

Figure 1.5 | Skyline Model Park - 10 Product Building Locations for illustrative purposes only

DEVELOPMENT STANDARDS

Skyline Park is envisioned to combine the best attributes of a new Master Planned Community with the core features of an established neighborhood. Not only will residents have a variety of housing choices in product type, style and size, but parks and amenities throughout the community will be easily accessible through a well-designed multi-modal transportation system.

2.1 DESIGN POINT SYSTEM

OVERVIEW

The Skyline Model Park Development Standards are built upon the same Design Point System as the overall Skyline Park Design Guidelines. This system was created to allow home builders the ability to generate products that best suited their individual style, provide the widest range of social equity and maintain a standard quality baseline for the neighborhood.

Lots within the Skyline Model Park are required to meet requirements in Site, Architectural and Landscape Design Standards. Meeting mandatory standards is required before approval from the Easton Park Reviewer (the Reviewer) may be granted. Design Points will be awarded through Architectural Design for features and elements that go above and beyond the required mandatory minimums.

Design points may be earner through the same architectural design categories that were laid out in the overall Skyline Park Design Guidelines. If any modifications were made to the system, they will be detailed within this document.

All lots within the Skyline Model Park are required to have 50 design points. This point total accounts for their location along a main corridor and adjacency to Union Park.

2.2 ENHANCED DESIGN OVERLAYS

All lots within the Skyline Model Park are required to have a higher quality design in architectural features and landscape architecture due to their visibility. They will be subject to the following enhanced design overlays:

- Superior Design Overlay: homes are taking access from Skytree Drive which has been designated as a main corridor within the Skyline Park neighborhood
- Open Space area Overlay: homes are adjacent to Union Park East

Figure P1 Superior Design Overlay

SITE STANDARDS

3.1 GENERAL

- All setbacks are measured perpendicular to the property line
- All setbacks must meet or exceed applicable standards
- A 40' deep landscape/access easement is set from the back of curb
- One 4' minimum City of Austin Visitability walkway must extend from the primary entrance of a home, connect to the provided walkway in the landscape/access easement and continue to the back of curb.
- If a secondary path is provided from the home to the front driveway, it does not have to be compliant with City of Austin Visitability requirements and may be constructed of materials compatible with the architectural style of the home (i.e. pavers, stepping stones, etc.)

SKYLINE MODEL PARK SITE DEVELOPMENT REGULATIONS

MODEL PARK HOMES	
Front Setback	40' to either the font porch or principle structure (Includes a 30' landscape easement and 10' front yard) 20' FT. to principle structure 5 FT. to garage
Minimum Rear Setback	5 FT. from property line to principle structure
Minimum Internal Side Setback	
Dedicated Driveway	12 FT. MIN. driveway width (see note below) 3 FT. MIN. from edge of pavement to principle structure 2 FT. MIN. from edge of pavement to side property line
Shared Driveway	N/A
Accessory Dwelling Unit Attached Units	Permitted
Concrete Paver Walkway	Not Permitted 4' MIN. concrete paver walkway must extend from primary entrance of home, connect to the provided walkway in the landscape easement and continue to the back of curb Sidewalk paver material and design must match walkway within landscape easement (see current construction documents for paver product information and detail)
Maximum Impervious Cover	65%

NOTES:
1. With city approval, driveway width may be reduced to 10' at the property line. See City of Austin standard detail for "Figrad Type 1 Driveway."

GENERAL NOTES:

- With city approval, driveway width may be reduced to 10' at the property line. See City of Austin standard detail for "Flared Type I Driveway"

Figure 3.1 Typical Lot Layout

ARCHITECTURAL DESIGN STANDARDS

4.1 ARCHITECTURAL DIVERSITY

At Easton Park, the overall goal is to create a place everyone can call home, regardless of background, style preferences or housing needs. One of the ways of accomplishing this goal is to provide a wide range of architectural styles people can choose from.

Having architectural design standards help provide interest and variation to the streetscape while avoiding a haphazard appearance. By properly addressing the architectural styles through design elements and features and establishing an appropriate massing and scale for the buildings, there will be a variety of lots and buildings that can still relate to each as a unified neighborhood.

4.2 ARCHITECTURAL REQUIREMENTS

The architectural design standards for the Skyline Park neighborhood were created to guide home builders in establishing architectural authenticity and understanding of the design expectations. Within the Skyline Model Park, home builders may choose an approved building design package (floor plan, elevations and color palette) from their portfolio in which to showcase their style. Homes built in the Skyline Model Park will follow the same plan review process as the overall neighborhood. See Section 6.3 of the Skyline Park Design Guidelines for a detailed explanation of this process.

All homes within the Skyline Model Park are subject to the same design point system as the overall neighborhood and are summarized here:

- Building Massing + Scale
- Roofscapes (eligible for design points)
- Windows, Entry Doors + Garages (eligible for design points)
- Auxiliary Outdoor Features + Accents (eligible for design points)
- Enhanced Siding Materials (eligible for design points)
- Enhanced Elevation (eligible for design points)

These requirements address the form and function of the buildings. For detailed tables and point evaluations, refer to the Architectural Standards within the Skyline Park Design Guidelines.

If a home builder wishes to construct an approved floor plan with a new set of elevations, materials and/or color palette, they must submit a complete design packet showing compliance with all required standards for approval by the Reviewer prior to construction.

4.3 EXTERIOR LIGHTING FOR BUILDINGS

Exterior lighting should be considered as an architectural element that is aesthetically pleasing, provides security, makes the home and neighborhood safer and is compatible with the goal of achieving a unified street scene. The use of LED fixtures is required and all lighting design shall be approved in advance of any construction operations by the Reviewer.

- All lighting elements must be consistent with the dwellings architectural style
- No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed
- Exterior mounted lamp housings must shield lamp from view and the direct light, or be "full-cutoff" fixtures
- Number of exterior light fixtures may be limited in order to prevent excessive lighting, or light pollution
- All lighting elements must be included in the overall Design Packet Submittal and be approved by the Reviewer before installation
- Each lot will be required a minimum of two (2) lights that shall be visible from the street:
  - If a dwelling is utilizing a "Garage Forward" lot configuration, these lights must be placed on either side of the garage door
  - If a dwelling is utilizing a "Garage Back" lot configuration, these lights may be placed anywhere on the front elevation

LANDSCAPE ARCHITECTURAL STANDARDS

5.1 GENERAL LANDSCAPE REQUIREMENTS

- All yards shall be landscaped with species from the Approved Plant List, substitutions may be approved by the Reviewer
  - Thorny plant material is discouraged adjacent to public sidewalks
  - Clear space above public sidewalks shall be 8' minimum.
- Irrigation systems must comply with TCEQ
  - Landscaped or turf areas that are less than 5' wide between paving, buildings, and/or fences may not be irrigated with spray irrigation
  - Use of water efficient drip irrigation is encouraged wherever practical and use of evapotranspiration (ET) and/or weather-based controllers is strongly encouraged
- All new tree plantings must have a minimum of 3" depth hardwood mulch and be irrigated
- All shrub beds must have a minimum of 4" depth "gorilla hair" shredded cedar wood mulch
- Decomposed Granite (DG) may be used in key areas to accent or improve landscape design. Areas utilizing DG are subject to approval by the Reviewer and shall comply with the following:
  - Minimum Depth: 4", Color: Sienna or approved equal
- Bed edges at a minimum must be steel or aluminum
  - Concrete or masonry edging is preferred and subject to approval by the Reviewer.
  - Rubber and plastic bed edges are not permitted
- Builder landscape to tie into proposed design for the landscape easement. Refer to page 18 for approved plant species and to construction documents for proposed planting and landscape plan
- Concrete pavers shall be implemented in sidewalk connecting model homes to existing sidewalk and street in landscape easement. Contractor shall create a 4'x4' mockup prior to installation. Refer to construction documents for paver product information
- Drainage and Rainwater Harvesting
  - There shall be no interference with the established drainage patterns by the home builder unless adequate provisions are made for proper drainage, are certified by a professional engineer and approved in advance of any construction operations by the Reviewer. Responsibility for proper drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of improvements on such Owner's Lot.
  - All rain harvesting systems must comply with the Development Area Declaration (Section 3.12) standards and shall be approved in advance of any installation by the Reviewer.

5.2 LANDSCAPING BY YARD

FRONT YARD LANDSCAPE REQUIREMENTS:

- Builder Landscape to tie into landscape easement design. Plant selection and location subject to approval by reviewer
- All front yard landscaped beds must consist a minimum of:
  - Typical 50' lot: ten (10) 5 gallon plants, and fifteen (15) 1 gallon plants
  - Typical 60' lot: twelve (12) 5 gallon plants, and eighteen (18) 1 gallon plants
  - Typical 70' lot: fourteen (14) 5 gallon plants, and twenty-one (21) 1 gallon plants
  - Corner Lots: an extra four (4) 5 gallon, and (6) 1 gallon plants are required in addition to the above requirements for the specified lot width
    - For Example: a 50' Corner Lot would require a total of fourteen (14) 5 gallon plants and twenty-one (21) 1 gallon plants
  - Beds must be irrigated and may be mulched with hardwood mulch or aggregate mulch
  - For exposed foundations greater than 2' on the front elevation
    - At a minimum, 5 gallon plants must be installed at 4' on center to reduce the visual impact of the slab
    - Plants used to screen the foundation count towards the total number of required 5 gallon plants for that lot
- A minimum of (1) 1 ½" shade tree and (1) 1 ½" ornamental or shade tree
- All front yards to be irrigated bermuda grass sod
- No trees may be placed in future driveway locations

INTERIOR SIDE YARD LANDSCAPE REQUIREMENTS

- Up to 60% of interior side yards may be landscaped with aggregate mulch only (no plantings)
- All native turf and non-native turf areas must be irrigated
- Landscape beds (when used) in the interior side yard must be mulched with hardwood or aggregate mulch
- Landscape beds shall be integrated into neighboring property to provide cohesive design throughout model park

REAR YARD LANDSCAPE REQUIREMENTS

- Backyards must be fully landscaped with irrigated buffalo grass sod
- Landscape beds and tree plantings (when used) must be irrigated

HOA LANDSCAPE MAINTAINED AREAS

- The purpose of the landscape easement is to provide a place for people to gather and experience the model park. Open turf is encouraged in these areas, as are amenities such as playscapes, seating areas, modular furniture, and pedestrian lighting. At a minimum, these spaces shall meet the following requirements:
  - Turf areas shall have permanent irrigation
  - Planting beds shall be designed to screen all proposed utilities
- Landscape easement will be maintained by the Developer (Brookfield Residential) until it is turned over to the Homeowner)

SIGNAGE

- Model Signage
  - To be located in landscape easement. Refer to construction documents for specific signage locations
  - Refer to construction documents for model signage detail
- Optional Supplemental Signage
  - To be located in landscape bed near front door of model home or in a similar location approved by reviewer
  - Supplemental signage is optional, but may be used to display model home features and options
  - Refer to construction documents for supplemental model signage detail

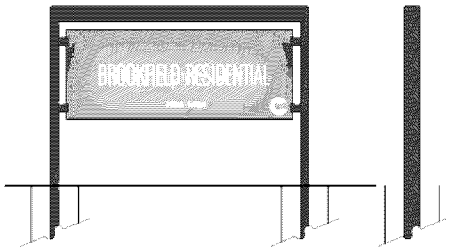

Figure 5.1 | Model Signage

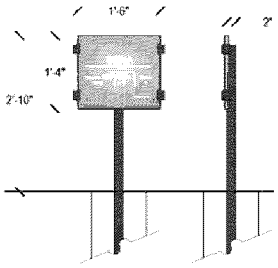

Figure 5.2 | Supplemental Model Signage

GENERAL NOTES:

- With city approval, driveway width may be reduced to 10' at the property line. See City of Austin standard detail for "Flared Type 1 Driveway"

Figure 5.3 | Landscape Lot Typical

5.3 FENCING REQUIREMENTS

Fencing within the Skyline Model Park will play an integral role in defining the edges between the model park experience and adjacent community park. For continuity purposes, the rear and exterior side yard fences will be provided by Brookfield Residential. The interior side yard (between lots) will be provided by the home builder once the building is sold to an individual private owner. See figure 5.6 for fence locations. While buildings within the model park are utilized as model homes and/or sales centers, the interior side yard fence may not be constructed.

- Rear Yard and Exterior Side Yard Fence
  - Hybrid Open Mesh Fence (see Figure 5.4 for detail)
  - The rear yard fence will be provided by Brookfield for the lots within the model park. This fence type needs to have an inviting and clean appearance that will help define space, provide privacy while maintaining an open feel along the public space.
  - There are two "exterior side yards" within the model park. These are along the edges of Lots 3 and 9 between amenity center and Experience Park)
- Interior Side Yard Fence
  - Interior side yard fences (full privacy fences along the side lot line) may not be constructed while the building is used as a model home and/or sales center.
  - Once the building is sold to a private homeowner, the fence may be constructed. This fence type shall be stained one consistent color throughout Skyline Model Park (BEHR Cedar Naturaltone #5533)
  - Standard privacy fencing requirements can be found in the Landscape Design Standards in the overall Skyline Park Design Guidelines

Figure 5.4 | Hybrid Open Mesh Fence

Figure 5.5 | BEHR Cedar Naturaltone #5533

Figure 5.6 | Model Park Fencing Exhibit

5.4 UTILITY SCREENING

Utilities and air conditioning equipment shall be fully screened with either evergreen plant material or fencing so as not to be visible from neighboring or street views. Evergreen plants must be mature enough to fully screen the equipment at time of planting.

5.5 RETAINING WALLS

Where required, retaining walls shall be constructed of materials and colors that compliment the development, and must be constructed of materials meeting the standards and specifications of local jurisdictions. Walls consisting of pre-cast segmental units must have a coping or capstone at the top of the wall that extends above the adjacent ground by at least four (4) inches.

The City, or County, will assume maintenance responsibility only for those walls that support roadway embankment in street right-of-way or support channel slopes in drainage easements. Retaining walls that support private property must be built on private property and be privately owned and maintained. Prior to construction, all retaining walls must be reviewed and approved by the Reviewer.

5.6 SUBMITTAL REQUIREMENTS

Home builders shall be required to submit a landscape plan for each lot they are building on. A single typical plan may be used.

Plans shall contain the following information:

- Lot boundaries, building footprint, and building setback lines
- Indication of planting beds, connection to landscape easement, turfed areas, irrigation areas, mulch type and edging type
- Plant and tree locations and species (refer to page 18 for approved plant species and to construction documents for proposed planting and landscape plan.
- If aggregate mulch without plantings is incorporated into the yards, calculations demonstrating compliance with these design guidelines are required
- Utility locations and proposed screening
- Any proposed landscape lighting or other landscape features
- Scale and north arrow

5.7 EXTERIOR LIGHTING FOR LANDSCAPE

Exterior lighting should be considered as an architectural element that is aesthetically pleasing, provides security, makes the home and neighborhood safer and is compatible with the goal of achieving a unified street scene. The use of LED fixtures is required and all lighting design shall be approved in advance of any construction operations by the Reviewer.

- All lighting elements must be consistent with the dwellings architectural style
- No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed
- Exterior mounted lamp housings must shield lamp from view and the direct light, or be "full-cutoff" fixtures
- Number of exterior light fixtures may be limited in order to prevent excessive lighting, or light pollution
- All lighting elements must be included in the overall Design Packet Submittal and be approved by the Reviewer before installation

5.8 APPROVED PLANT LIST

Quality landscape development will enhance the character of Easton Park by providing year round interest and diversity of color and texture in plant material. Plant material shall meet or exceed the plant quality and species standards of the current American Standard for Nursery Stock.

The following list of approved plant material reflects what is stated in the Easton Park Master Residential Design Guidelines (MRDG) and is duplicated here for the home builder's convenience. If there is a discrepancy between this list and the one listed in the MRDG, the MRDG plant list will prevail.

DO NOT PLANT LIST

THE FOLLOWING LIST IS TAKEN FROM THE NATIVE AND ADAPTED LANDSCAPE PLANTS GROW GREEN INVASIVE PLANT LIST. SEE GROW GREEN GUIDE FOR MOST CURRENT LIST

Running Bamboo	Holly (exc. Yaupon)
Chinaberry	Yaupon (non native)
Chinese Parasol Tree	Carb. Bee Vine
Chinese Pistache	Chinese Tallow
Giant Cane	Japanese Honeysuckle
Kudzu	Wax Leaf Ligustrum
Japanese Ligustrum	Mimosa (non native)
Paper Mulberry	White Mulberry
Nandina (fruiting varieties)	Chinese Parthinia
Common Privet	Pyracantha
Russian Olive	Vitex (Negus castus)
Tree of Heaven	English Ivy
Elephant Ear	Wisteria (perennial varieties)

THE FOLLOWING LIST OF PLANTS DO NOT MEET THE DESIGN INTENT FOR THE TEXAS NATIVE LANDSCAPE CHARACTER OR ARE INAPPROPRIATE FOR ON SITE CONDITIONS

TREES	SHRUBS
Arizona Ash	Acacias
Bradford Pear	Boxwood
Chinese Elm (Drake and lacebark)	Burford Holly
Green Ash	Camellias
Italian Cypress	Chinese Holly
Palm Trees	Euonymous
Pine Trees	Indian Hawthorne
River Birch	Photinia
Silver Maple	Pittosporum
Sugar Maple	Rhododendron
Sweetgum	Spireas

BOTANICAL NAME	COMMON NAME	H x W SIZE	MIN. SIZE & SPACING REQ.	DROUGHT TOLERANT	COMMENTS
WELL ADAPTED PLANT MATERIAL LIST FOR THE SKYLINE MODEL PARK					
TREES					
DECIDUOUS TREES					
Betula nigra	River Birch	50' x 50'	3" cal	yes	
Carya illinoinensis	Pecan	50' x 50'	3" cal	yes	
Quercus glaucoides/hinckleyi	Lacey Oak	20' x 20'	2" cal	yes	
Quercus macrocarpa	Bur Oak	75' x 90'	2" cal	yes	
Taxodium distichum	Bald Cypress	75' x 50'	2" cal	yes	
Ulmus crassifolia	Cedar Elm	50' x 50'	2" cal	yes	
EVERGREEN TREES					
Quercus virginiana	Southern Live Oak	40' x 40'	3" cal	yes	
SHRUBS					
EVERGREEN SHRUBS					
Dietes bicolor	Bicolor Iris	3' X 3'	3' o.c.	yes	
Garrya ovalifolia	Mexican Silktassel	6' x 6'	6' o.c.	yes	
Leucophyllum frutescens	Texas Sage	3' x 6'	4' o.c.	yes	
Mahonia aquifolium	Oregon Grape	4' x 6'	6' o.c.	yes	
Morella cerifera	Wax Myrtle	4' x 4'	3' o.c.	yes	
SEMI EVERGREEN SHRUBS					
Malpighia glabra	Barbados Cherry	5' x 5'	2' o.c.	yes	
DECIDUOUS SHRUBS					
Rhus aromatica	Fragrant Sumac	6' x 6'	5' o.c.	yes	
Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3' x 6'	5' o.c.	yes	
Russelia equisetiformis	Firecracker Plant	4' x 6'	5' o.c.	yes	

Quercus virginiana | Southern Live Oak

Ulmus crassifolia | Cedar Elm

BOTANICAL NAME	COMMON NAME	EST. X SIZE	MIN. SPCE & SPACING REQ	DROUGHT TOLERANT	COMMENTS
SMALL SHRUBS					
EVERGREEN SHRUBS					
Artemisia x 'Powis Castle'	Powis Castle Artemisia	2' x 2'	2' o.c.	yes	
Hesperaloe parviflora	Red Yucca	4' x 4'	4' o.c.	yes	
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	4' x 3'	5' o.c.	yes	
Leucophyllum frutescens x 'Rain Cloud'	Texas Sage	8' x 5'	5' o.c.	yes	
Salvia greggii	Cherry Sage	3' x 3'	3' o.c.	yes	
Salvia farinacea 'Henry Duelberg'	Henry Duelberg Sage	4' x 4'	4' o.c.	yes	
DECIDUOUS SHRUBS					
Malvaviscus arboreus var. drummondii	Giant Turks Cap	6' x 5'	5' o.c.	yes	
Osmanthus cilliatifolius	Osmanthus	4' x 3'	3' o.c.	yes	
Philadelphus texensis	Texas Mock Orange	4' x 4'	4' o.c.	yes	
GROUNDCOVERS, PERENNIALS, AND ORNAMENTALS					
EVERGREEN GROUND COVERS					
Chrysactinia mexicana	Damianita	24" x 18"	18" O.C.	yes	
Dichondra argentea	Silver Ponyfoot	6" x 48"	36" O.C.	yes	
Eupatorium havanense	Havanna Thoroughwort	1' x 2'	24" O.C.	yes	
DECIDUOUS GROUND COVERS					
Lantana montevidensis 'Purple'	Purple Lantana	1' x 4'	36" O.C.	yes	
Callylophus berlandieri	Berlandier's Sundrops	6" x 3'	36" O.C.	yes	

Dichondra argentea | Silver Ponyfoot

Salvia greggii | Cherry Sage | Salvia farinacea 'Henry Duelberg' | Henry Duelberg Sage

BOTANICAL NAME	COMMON NAME	EST. X SIZE	MIN. SPCE & SPACING REQ	DROUGHT TOLERANT	COMMENTS
PERENNIALS					
Allium cepa/tuberosum	Giant Allium	5' x 2'	2' o.c.		
Hibiscus moscheutos	Hardy Red Hibiscus/Mallow	5' x 4'	4' o.c.	yes	
Monarda didyma 'Cambridge Scarlet'	Cambridge Scarlet Bee Balm	5' x 5'	3' o.c.	yes	
Symphyotrichum oblongifolium	Fall Aster	3' x 2.5'	2' o.c.	yes	
VINES					
EVERGREEN VINES					
Lonicera sempervirens	Coral Honeysuckle	12'	N/A	yes	
GRASSES					
CHARACTERISTIC GRASSES					
Bouteloua gracilis	Blue Grama	1' x 1'	Seed	yes	
Chasmanthium latifolium	Inland Sea Oats	4' x 8'	8' o.c.	yes	
Elymus virginicus	Virginia Wild Rye	4' x 2'	2' o.c.	yes	
Miscanthus sinensis 'Gracillimus'	Maiden Grass	7' x 6'	6' o.c.	yes	
Muhlenbergia dubioana	Bamboo Muhly	5' x 4'	4' o.c.	yes	
Muhlenbergia capillaris	Gulf Coast Muhly	2.5' x 2'	2' o.c.	yes	
Muhlenbergia dubia	Pine Muhly	3' x 3'	3' o.c.	yes	
Nassella tenuissima 'Pony Tails'	Mexican Feather Grass	2' x 2'	2' o.c.	yes	
Nolina texana	Desert Grass/Sacahuista	12' x 5'	6' o.c.	yes	
Panicum virgatum 'Heavy Metal'	Blue Switchgrass	6' x 4'	4' o.c.	yes	
Sorghastrum nutans	Indian Grass	5' x 5'	5' o.c.	yes	
AGAVES					
Agave havardiana	Havard's Century Plant	3' x 3'	3' o.c.	yes	
Agave weberi	Weber's Agave	5' x 5'	5' o.c.	yes	
Dasylirion texana	Texas Sotol	4' x 4'	4' o.c.	yes	
Yucca rupicola	Twisted Leaf Yucca	2' x 2'	2' o.c.	yes	

Lotus sp. and sempervirens | Coral Honeysuckle

Agave weberi | Weber's Agave

PLAN REVIEW PROCESS

6.1 PLAN REVIEW PROCESS

There are four stages of review for homes being built in the Skyline Model Park. Items within the first three stages must be submitted to the Reviewer and be approved before construction may start. If these items are not submitted and approved it will be the sole responsibility of the home builder to fix any necessary changes regardless of time and funds previously spent on the lot and/or structure. In addition to this process, there are review fees associated with some of the stages and for revisions.

The four stages of review are outlined below. Refer to Section 6.3 of the Skyline Park Design Guidelines for a more detailed explanation of what is required within each stage.

- STAGE 1: ARCHITECTURAL STYLE APPROVAL
  - Prior to any internal or external design of homes, home builders should submit their requested architectural style(s) for the homes they intend to build to the Reviewer. Recommended architectural styles can be found in Section 4.3 of the Skyline Park Design Guidelines
- STAGE 2: PRE-APPROVAL DESIGN PACKET
  - In this stage, home builders will submit floor plans, elevations, color palettes, landscape plans and design point submittal sheets for each home they intended to build within Skyline Model Park. Approval of plans and designs must be achieved prior to submitting specific site plans in Stage 3.
- STAGE 3: SITE PLAN SUBMITTAL
  - In this stage home builders will receive final approval to build on their lots. Home builders must provide to the Reviewer with a combined package including final plans, elevations and color palettes for each lot.
- STAGE 4: CERTIFICATE OF COMPLIANCE
  - All builders shall be required to complete a Certificate of Compliance prior to the transfer / sale of any home within Skyline Model Park.

The following flow charts outline the major steps of the review process:

TEMPORARY SALES TRAILER

Home builders within the Skyline Model Park have the option to purchase and install a temporary sales trailer to be used while their model home(s) are under construction. These trailers will be temporarily installed in the lots directly east of Skyline Model Park and must meet the following requirements:

6.2 SITE STANDARDS

- Front Setbacks: sales trailer must be setback a minimum of 10' from the street ROW
- Trailer Spacing: a minimum of 10' clearance is required between sales trailers
- Orientation: sales trailer must be placed parallel (or as close to parallel as possible) to Skyline Drive.

6.3 DESIGN STANDARDS

- Sales Trailer Specification: ModSpace Designer Office (GSD-1256) or similar design. If purchasing from a different retailer than ModSpace, trailer dimensions may not exceed a footprint of 12' x 56'
- Front Porches: all trailers shall have a wood stained front porch or stoop on the front elevation of the trailer.
- Access:
  - An integrated ADA compliant ramp and handrail shall be installed from the front porch to the ground parallel to the trailer
  - One 4' minimum City of Austin Visitability walkway must extend from the end of the ADA accessible ramp to the public sidewalk
  - If stairs are provided in addition to the ADA accessible ramp, a walkway must connect the stairs to the public sidewalk, this walkway does not need to meet City of Austin Visitability standards
- Wood Stain: all wood elements (porches, ramps, fence posts, etc.) shall be stained one consistent color (BEHR Cedar Naturaltone #SC-533) throughout the Skyline Model Park
- Home builder's company signage to match detail in construction documents. Sign to be transferred to model home upon completion.
- Home builders are prohibited from using any exterior elevation of trailer for company signage.
- Parking: to be provided through on-street parking areas

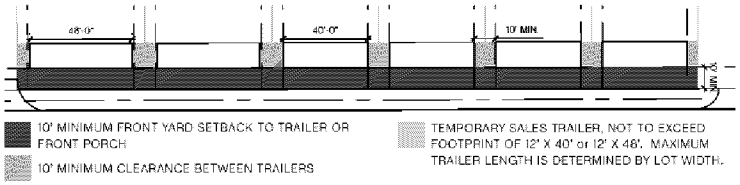

Figure 6.1 | Skyline Model Park - Temporary Sales Trailer Site Layout

6.4 LANDSCAPE STANDARDS

- Planting Areas:
  - "Front Yard" for the purposes of the temporary sales trailer area shall be defined as an area in front of the sales trailer and shall consist a minimum of:
    - 75% foundation coverage of trailer front elevation
    - Remaining Front Yard area must be planted with buffalo grass or sod.
  - "Rear Yard" for the purposes of the temporary sales trailer area shall be defined as all areas extending from back of trailer to Union Park East. All Rear Yards must be seeded with specified "Blackland Prairie Mix" as consistent with the Union Park East Landscape Plans.
  - Upon vacating trailer lot, home builder to overseed area disturbed by trailer and any other disturbed area with specified "Blackland Prairie Mix" as consistent with the Union Park East Landscape Plans.
- The following elements are not permitted within the temporary sales trailer area:
  - Flag poles of any type
  - Fencing of any type
  - Free-standing signs other than approved home builder company signage as dictated in 6.3 Design Standards

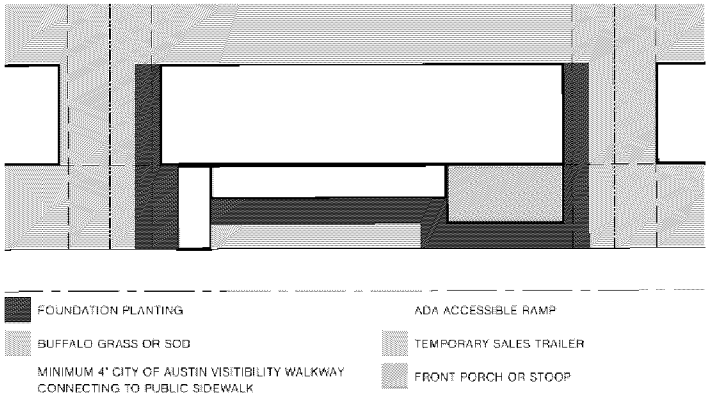

Figure 6.2 | Skyline Model Park - Temporary Sales Trailer Landscaped Areas

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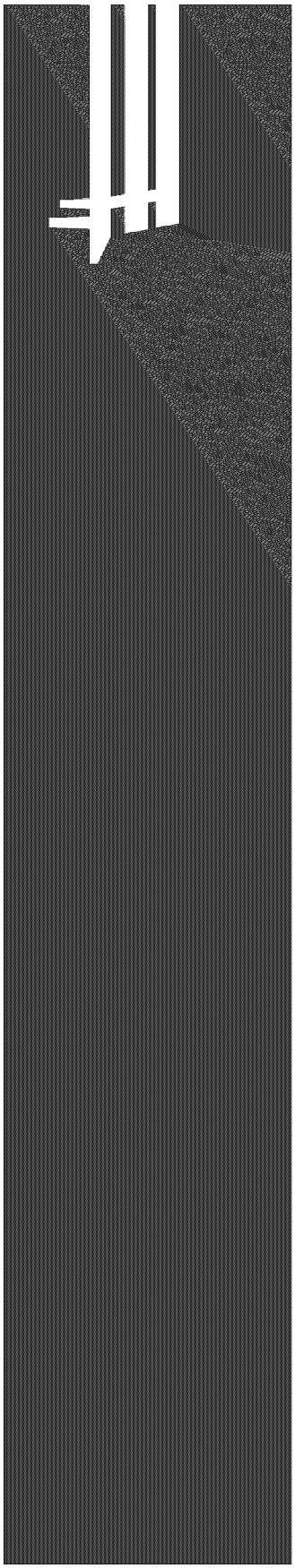

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DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
April 06 2018 11:31 AM
FEE: $ 122.00 **2018051918**

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Travis County, Texas
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EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[SECTION 2C, PHASE 1, AND SECTION 2C, PHASE 2]

COMPLETE COLOR COPIES **of the Kieke Park Guidelines are available from the Manager and the following website: https://eastonpark.nabrnetwork.com/dyndocuments.php?group=110955 As of the effective date of this filing instrument, the contact information for the Manager is Matthew Chase, Community Manager, c/o DMB Community Life, Inc., 7604 Solari Drive, Austin, Texas 78744.**

Adopted by Declarant in accordance with *Section 6.04(b)* of Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[SECTION 2C, PHASE 1, AND SECTION 2C, PHASE 2]

ARTICLE 1
INTRODUCTION

Any notice or information required to be submitted to the Easton Park Reviewer under these Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2] hereunder will be submitted to the Easton Park Reviewer, 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, Phone: (512) 391-1330, Fax: (512) 391-1333.

A. Background

Easton Park [Section 2C, Phase 1, and Section 2C, Phase 2] is located in a master planned community in Travis County, Texas, which is made subject to the terms and provisions of the Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353, in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), pursuant to the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Master Covenant. The Master Covenant and the Development Area Declaration include provisions governing the construction of Improvements and standards or maintenance, use and conduct for the preservation of the Easton Park Development.

B. Easton Park Reviewer and Review Authority

The **Easton Park Reviewer** consists of one or more individuals who have been appointed by **CARMA EASTON LLC**, a Texas limited liability company (the "**Declarant**"). As provided in *Article 6* of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within the Easton Park Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the Easton Park Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Easton Park. *Section 6.03(a)* of the Master Covenant and *Section 3.01* of the Development Area Declaration provide that no Improvements may be constructed without the prior written approval of the Easton Park Reviewer.

C. Applicability

Section 6.01 of the Master Covenant provides that until the expiration of the Development Period (as defined therein), the Easton Park Reviewer is the Declarant or its designee. *Section 6.04(b)* of the Master Covenant provides that the Easton Park Reviewer may adopt Design Guidelines to govern the

standards for design, construction, and modification of Improvements, landscaping, and the placement of exterior items within Easton Park which may consist of multiple written design guidelines applying to all or specific portions of the Development.

Declarant, as the Easton Park Reviewer, has adopted that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**").

These Easton Park Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2] (the "**Kieke Park Guidelines**") are a supplement to certain provisions of the Development Design Guidelines. In the event of a conflict between the terms and provisions of the Kieke Park Guidelines and the Development Design Guidelines, the terms and provisions of the Kieke Park Guidelines will control.

These Kieke Park Guidelines apply to all of the Lots in Easton Park [Section 2C, Phase 1] and Easton Park [Section 2C, Phase 2] only. The Development Design Guidelines continue to apply to Lots in Easton Park [Section 2C, Phase 1] and Easton Park [Section 2C, Phase 2] except as supplemented and modified herein.

ARTICLE 2
KIEKE PARK GUIDELINES

The requirements set forth herein are intended to provide general direction and guidance to the applicant. Please be advised that all Improvements must be approved in advance and in writing by the Easton Park Reviewer. The Easton Park Reviewer will determine whether the applicant has complied with the requirements set forth herein.

The Kieke Park Guidelines are attached hereto as **EXHIBIT A** and incorporated herein and shall be effective upon the date of Recordation in the Official Public Records of Travis County, Texas.

ARTICLE 3
FENCE AND DRIVEWAY LAYOUTS

In exercise of its rights as the Easton Park Reviewer, Declarant further implements the fence and driveway layout plans attached hereto as **EXHIBIT B** and incorporated herein for all Lots in Easton Park [Section 2C, Phase 1] and Easton Park [Section 2C, Phase 2].

ARTICLE 4
AMENDMENTS

4.01. Amendments to Kieke Park Guidelines. In accordance with *Section 6.04(b)* of the Master Covenant, amendments, modifications, or supplements to these Kieke Park Guidelines must be approved by the Easton Park Reviewer.

[SIGNATURE PAGE FOLLOWS.]

[SIGNATURE PAGE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[SECTION 2C, PHASE 1, AND SECTION 2C, PHASE 2]]

Executed to be effective upon the date of Recording.

Adopted by:
DECLARANT AS THE EASTON PARK REVIEWER:

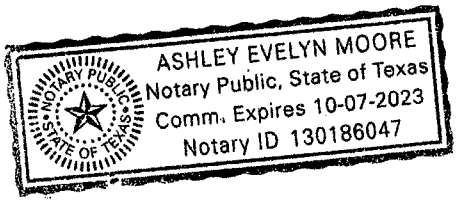
CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 4th day of February, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



_____
Notary Public, State of Texas

EXHIBIT A

KIEKE PARK GUIDELINES

The following pages encompass the Kieke Park Guidelines.

EASTON PARK

Residential Development Guidelines

2C

Kieke Park

January 14, 2021

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VII. SUPPLEMENTAL GUIDELINES 85

I. GENERAL

1.1 Community Vision

Easton Park is designed to have the core elements of a "long-standing established neighborhood" with a playful modern twist. By carefully crafting each Section with a mixture of housing products and amenities, the neighborhoods in Easton Park are able to appeal to a wide range of users. While diversity and choice are celebrated in Easton Park, it is important for all residents to realize that their home is "one piece of a greater whole" and that the importance of placement, size, texture and color of each piece is what unites the community together.

1.2 Builder Responsibility

Builders are solely responsible and liable for ensuring that all construction and/or improvements meet or exceed all applicable codes, good building practices and comply with all local and federal regulations, laws, etc. Each builder is ultimately responsible to make sure every home is built to be in full compliance with these Guidelines.

1.3 Definitions

The following definitions are provided to ensure a mutual understanding of significant terms used in this document.

Amenity
A desirable feature, facility or location in the community, such as a: lake, reserve, preserve, public venue, park, side street (Corner Lots), etc.

Amenity Lot
A Lot which fronts, side and/or rears a desirable feature, facility or location in the community, such as a: lake, reserve, preserve, public venue, park, side street (Corner Lots), etc.

Applicant
Any Builder or other entity who or which has made or intends to make a submittal to the ARC.

Architectural Review Committee (ARC)
Referred to in the Master Covenants as the "Easton Park Reviewer", the ARC is a special committee appointed by the Developer to review and approve all proposals made for improvements within Easton Park. The Architectural Review Committee (ARC) will administer these Guidelines.

Block
A specified collection of residential streets, Lots and reserves.

Corner Lot
A Lot bounded by street right of way or landscape reserve on at least two sides.

Developer
Brookfield Residential / Carma Easton LLC, and its successor or assigns.

Easement
The right of another party (e.g., a utility company, governmental authority, etc.) to use a portion of an individual property for a limited purpose, as set out in a Plat, the Covenants, or an Easement agreement recorded in the Travis County Real Property Records. The Easements established by the Covenants (the "Covenant Easements") affect all Lots and provide a buffer zone between properties to minimize the impact of one Lot upon the other. They are set aside to provide utility service and drainage to the surrounding area, and natural vegetative screening and privacy separations between Lots. Many Lots in Kieke Park are also affected by Drainage Easements (D.E.), Storm Sewer Easements (S.S.E.), Sanitary Sewer

Easements (S.E.), Public Utility Easements (P.U.E.), Joint Use Access Easement (J.U.A.E.), and Pathway Easement (P.E.).

Front Yard
(Reference Exhibits: "D1" & "D2")

Interior Lot
A Lot which faces a public right of way only on the front and which has other residential Lots adjacent on both sides.

Kieke Park Residential Development Guidelines (the "Guidelines")
A document containing basic planning principals, general development program, the development review process and standards required for development within Kieke Park.

Landscaping
The combination of natural elements such as trees, shrubs, ground covers, vines, and other living organic and inorganic material.

Lot
A single parcel of land intended for residential use.

Lot Designation
All Lots in Kieke Park will be designated as either "Urban Yard Home", "Motor Court" or "Mini Motor Court".

Main Corridors
The Main Corridors in Kieke Park are: Apogee Boulevard, Ausblick Avenue, Chrysler Bend, Hillock Terrace, Skytex Street and Spire View.

Open Space Area
Refer to definition for "Amenity Lot" above.

Owner
The Owner of record title to the fee interest in any tract of land, whether or not they reside on the tract.

Parkway Strip
The area within the Right-of-Way between the edge of public sidewalk and back of curb.

Plat
A map of land divisions within Kieke Park that shows individual Lots, property lines, building setback lines, streets, certain Easements and other matters. Plats are legal documents recorded in the Real Property Records in the Travis County Clerk's Office.

Property Survey
A scale drawing of an individual Lot showing all Easements, platted building lines, and the exact location of all structures and improvements within the Lot, prepared and certified by a surveyor or engineer.

Rear Yard
(Reference Exhibits: "D1" & "D2")

Section
A specified collection of residential streets, Lots and reserves.

Side Yard
(Reference Exhibits: "D1" & "D2")

Sign
Any device, structure, fixture or placard using graphics, symbols and/or written copy of the primary purpose of identification or advertising any establishment, product, goods or services.

Single-Family Dwelling
A structure designed for the residential use of a single family.

Single-Family Lot
A Lot or tract of land upon which one or more Single-Family Dwellings has or will be built.

Right-of-Way (R.O.W.)
The Right-of-Way are the areas between platted Lot lines on one side of the street and platted Lot lines on the opposite side of the street, including the paved roadway, any median or cul-de-sac islands, the drainage ditch (if any) and a strip of land between the paved roadway and the platted Lot line. Right-of-Way are dedicated to the county or other public bodies for public access, drainage and utility purposes. Right-of-Way are usually shown on the Plat of a subdivision.

Village
Easton Park will be composed of multiple residential Villages. (i.e. Kieke Park, Skyline Park, Union Park, etc.) Each Village is composed of a series of Sections.

II. DESIGN

2.1 Architectural Styles

The exterior architectural style shall be consistent with the character of the community and all elements of a home shall be architecturally compatible to a particular style as determined solely by the ARC on a case-by-case basis. The ARC retains the right to disapprove any elevation.

The architectural styles for Kieke Park are:

- Craftsman
- Mid-Century Modern
- Modern / Contemporary
- Modern Farmhouse
- Modern Prairie
- Texas Vernacular
- Traditional / Colonial
- Transitional
- Victorian

An architectural character table describing the iconic features for each style along with example photos are provided in these Guidelines. This tables contains primary identifying characteristics for the specified style and recommendations on how each element can be included in the building design. The features and materials listed within these tables are not absolute. A home builder may include additional materials and elements as long as they are consistent with the desired architectural style.

(Reference Exhibits "A1" – "A9")

2.2 Plan Repetition

Plan repetition shall be as follows:

PLAN	ELEVATION	MIN. NUMBER OF LOTS IN BETWEEN OR ACROSS THE STREET
Same	Same	3
Same	Different	1

2.3 Color & Material Repetition

A. The use of diversified material pallets is strongly encouraged to avoid monotony of the street scene.

B. The dominant colors (including paint, brick, stone, stucco, etc.) should have a minimum of five (5) Lots in between. If the Plan is across the street, the first Lot across the street is considered the first of the required separation Lots.

C. The builder is solely responsible for complying with the Design Palette Standards. The Developer, the ARC or its designee are NOT responsible for ensuring that colors and material use does not violate repetition requirements.

D. The ARC reserves the right to deny an elevation that is primarily similar to the elevation of a nearby house.

2.4 Lot Designations

All Lots in Kieke Park have one (1) of the following **Lot Designations**:

- **Urban Yard Home** - *("Single-Family Dwelling")*
- **Motor Court** - *("Quad")*
- **Mini Motor Court** - *("Mini-Quad")*

2.5 General Requirements – (All Homes)

Below are the general requirements for ALL homes regardless of Lot Designation. Additional specific requirements for each Lot Designation will be provided in Sections 2.6 & 2.7 below.

A. Garages

(1) Each house shall have a garage capable of accommodating a minimum of two (2) full-size automobiles and a maximum of three (3); with the exception of Mini Motor Court Homes, which shall have a garage capable of accommodating a minimum of one (1) full-size automobile(s) and a maximum of two (2).

(2) For three (3) car garages the third bay is set back a minimum of one (1') foot front the other two (2) bays.

(3) Garage doors shall not exceed eight (8') foot in height of typical home garages.

(4) All garage doors must be of equal height.

(5) All garage doors shall be a decorative panel metal or wood of an appropriate design for the home's architectural style. No particle board or fiberglass doors are permitted.

(6) Swing-In Garages

Where a swing-in garage, at the front plane of the house, the wall facing the street may not be solid. Windows with shutters or blinds, and/or architectural embellishment will be required to soften the effect of the garage and will be established on a case-by-case basis based on visibility.

(7) Carports

Carports are prohibited.

B. Roofs

(1) Roof Material

The roof material shall be appropriate to the home's architectural style. If composition shingles are used, they must be dimensional with a 30-year warranty.

(2) Exposed Roof Penetrations

All exposed stack vents, skylight curbs, attic ventilators, and other metal roof accessories shall match or closely resemble the roofing color. Roof and valley flashing shall be of a pre-finished or painted to match the roof color. Glossy finishes are prohibited.

C. Chimneys

(1) If used, must be appropriate for the home's architectural style.

(2) Exposed metal flues are not allowed. They may be used only when faced with the brick/ masonry or Hardie siding used on the house.

(3) Heights of chimneys shall meet all fire code requirements and be proportional to the roofline of the respective home.

(4) Direct vents located on exterior walls of the home must be painted with high-temperature paint which is the same color as the surface material they project out from.

(5) Spark arrestors and caps are required on all chimneys. The spark arrestor and cap shall be unadorned and designed to match or be compatible with the color, material and architectural style of the exterior elevations of the home. Caps shall be of metal or masonry construction. Spark arrestors may not exceed the height of the chimney cap. All chimney caps must be painted with a matte finish paint to coincide with the color scheme of the home.

D. Address Plaque

All homes must have an address plaque or numerals permanently affixed to the front elevation of the home in a conspicuous location easily visible from the street. The panel shall be located on the front façade of the house or garage facing the street for which the address of the home is designated. Logos of any kind are not permitted on address plaques.

E. Security Devices/Bars

(1) Security devices such as cameras, sirens and speaker boxes shall be the minimum size needed to be effective and shall be located in the least conspicuous location while allowing satisfactory performance.

(2) Security and/ or burglar bars on the exterior of homes are not permitted.

(3) If security devices are being considered for a home, the builder shall utilize a device which is minimally visible to public view and preferably mostly contained within the home.

(4) Cameras are to be located under the eaves of the home and the camera(s) or their field(s) of vision shall not be placed to be focused on any neighboring property.

(5) All cabling must be concealed.

F. Exterior Materials/Colors ("Design Palette Standards")

The design palette of a residence directly impacts the street scene on which it is located. By having multiple palettes, it increases the visual diversity of the neighborhood while still providing harmony within the community and natural environment. The materials and colors of each design palette must complement the architectural style of the building.

The builder is solely responsible for complying with the Design Palette Standards. The Developer, the ARC or its designee are NOT responsible for ensuring that colors and material use does not violate repetition requirements.

The ARC reserves the right to reject any design palette that does not reinforce the architectural character or precedence of an architectural style.

The following standards shall apply to the design palettes utilized in Kieke Park:

(1) Design Palettes

(a) Color & Materials Repetition
(Reference Section 2.3)

(b) Materials
All major proposed (primary and accent) cladding materials to be used on a single building.

(c) Color Schemes
The specific colors chosen to be grouped together on a single elevation.

(i) Any home offered on a repeating basis will be required a to have minimum of six (6) exterior color schemes (building material may stay the same).

(ii) A minimum of three (3) distinct building colors (one (1) primary and two (2) accent) are required in each color scheme.

(iii) The primary color of a structure should be non-obtrusive.

(iv) Additional accent colors may be utilized depending on the detail and character of the home.

(v) All paint, stain, tile, and/or other colored materials must match or complement the color scheme and architectural style of the intended dwelling.

(vi) A variety of color schemes should be implemented to achieve a varied look in character to avoid a monochromatic appearance.

(d) Color Scheme Examples (by Architectural Style)
Complementary color schemes have been developed for each of the recommended architectural styles. These themes are suggestions based off of typical design elements and colors utilized within each style. They are not required to be used with the associated architectural style and can be applied to other architectural styles as appropriate.

(Reference Exhibits "A10" – "A14")

(Continued on the following page.)

If a home builder desires to create their own color scheme, they may generate an "Alternate Color Scheme" with the following features:

FEATURE COLOR	COLOR LOCATION
Body Color	The primary color for the overall exterior building material.
Trim Color	The color of trims at doors, windows, openings, eaves and any body accents.
Accent Color	Features such as doors, shutters, garage doors, etc.
Fascia Color*	The color of eaves, overhangs, and possibly wood stain.
Veneer Color*	The selection of stone or brick veneer.
Metal Color*	Features like iron work details, railings, gates, grilles, etc.
Precast Color*	Trims, surrounds or caps accents

*As needed for specific architectural styles utilizing these materials/details.

(e) Material Cladding of Foundation

No more than eighteen (18") inches (vertical dimension) of concrete foundation may be exposed to public view. If more than eighteen (18") inches of foundation is exposed, the exterior materials must be brought down over the face of the foundation or screened and maintained with evergreen shrubs to minimize the amount of exposed slab.

(2) Painting / Colors of Pipes, Vents & Functional Louvered Vents

All wall extrusions / penetrations, equipment attached to exterior walls or similar, including, but not limited to pipes (PVC, metal, etc.), wall vents, utility meters, exposed flashing, etc. must be the same color as the surface material they project out from or to which they are directly attached.

(3) Enhanced Cladding Materials

At a minimum, enhanced cladding materials shall be used on the front elevation and material returns on side elevations and may include masonry, stucco, wood shingles and metal, wood, vinyl or fiber cement siding applied authentic to the home's particular style of architecture.

(4) Wall Material Transitions

All transitions between materials shall occur at logical points in the elevation. Where there is a material transition from front elevation's primary material to another approved material on a side elevation, the front elevation's primary material shall extend back at least five (5') feet or to a logical transition point, whichever is greater. No material change may ever occur on an outside corner. This requirement does not apply to Mini Motor Court ("Mini Quad") lots.

(5) Brick

Only earth tone colors are acceptable. Painted brick, including whitewashed, will be permitted on a case-by-case basis as determined by the ARC and shall be of a matte finish. Brick shall meet standard specifications established by The Brick Institute of America.

(6) Stone

Any and all stone utilized on the exterior of a home shall be earth tones.

(7) Masonry Mortar Joints

All mortar joints shall be tooled. Mortar colors if used, shall be selected to complement the brick or stone color. Caulking of vertical expansion joints and border joints must match mortar color.

(8) Siding

Traditional applications of siding are typically installed horizontally and include panels, traditional lap or Dutch lap with an exposed panel greater than four (4") inch. The use of particle board, or any sheet siding is prohibited.

(9) Stucco

If used, the use of authentic stucco is required and must be installed by a certified professional. The use of matte-finished stucco board is prohibited. The stucco shall conform in color with all other exterior housing materials.

The use of matte-finished stucco board is only permitted on the sides and rear of the home if it does not side or rear a street or an amenity such as, but not limited to, a corner lot, lake, greenbelt, trail, or is otherwise visible to the public. The stucco shall conform in color with all other exterior housing materials.

(10) Trim

All trim shall be smooth/ semi-smooth, high-quality finish grade stock wood or fiber cement board.

(11) Windows

Window type/color/finish shall be complementary to the overall character of the home's design. Reflective, "mirrored" or tinted glass other than bronze or gray is not permitted. Materials in windows such as newspaper, aluminum foil, etc. are strictly prohibited.

(12) Awnings

Canvas awnings are prohibited.

G. Exterior Building Lighting

(1) Lights may not be mounted in a way or installed in locations which will allow them to shine onto or be a nuisance to neighboring properties. Any lighting on individual Lots shall be directed away from adjoining property. Light sources shall not conflict with the sight lines of pedestrians or motorists in a manner which endangers their safety and welfare.

(2) The ARC and/or HOA retain the right to require additional shielding, screening and or removal of lights and fixtures (at the current Owner's sole expense) which are deemed a nuisance at the sole discretion of the ARC and/or HOA.

(3) All light fixtures and their locations shall be submitted (clearly noted on the plans) to the ARC and Applicant must receive written approval from the ARC prior to installation.

(4) All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste.

(5) Exterior mounted lamp housings must shield lamp from view and the direct light.

(6) All exterior lighting, including LED lights must be of soft, warm white lighting and shall not exceed a light output of seventy-five (75) watts or equivalent. Decorative or lantern fixtures shall not exceed a light output of forty-five (45) watts or equivalent per fixture.

(7) Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights are acceptable. Sodium, mercury vapor, or bare HID yard lights are prohibited.

(8) Conduits and wiring shall remain concealed from view of the neighboring Lots and all public views.

(9) Each home will be required to have a minimum of two (2) wall-mounted light fixtures on the front elevation.

(10) Flood lights may not be mounted higher than the first-floor plate height and may not be located on the front elevation.

(11) Soffit/Eve-Mounted Accent Lights

(a) General
Lights may not be mounted in a way or installed in locations which will allow them to shine onto or be a nuisance to neighboring properties.

(b) Front Elevation
Recessed soffit/eve-mounted accent lights may be used on the first (1st) story and second (2nd) story of the front elevation.

(c) Side & Rear Elevation
Recessed soffit/eve-mounted accent lights may only be used on the first (1st) story of side or rear elevations which do not face an adjacent residential Lot. (i.e. A side elevation which faces either a side street on Corner Lots or faces an Amenity is authorized. A rear elevation which faces an Amenity is authorized.)

(d) If used, soffit/eve-mounted accent lights:

(i) Must be fully recessed (the bulb and/or lens may not extend out of the can).

(ii) Lights must be angled straight down.

(iii) Lights may not exceed forty (40) watts or equivalent output.

(iv) One (1) light temperature must be used for all lights, which must be between 2700K and 3000K to produce soft warm white illumination.

(v) Lights must be static. Lights which flash or pulse are strictly prohibited.

(vi) Light cans and trim must match the color of the soffit/eve to which it is installed.

(vii) Lights may not be mounted in a way or installed in locations which will allow them to shine onto and/or be a nuisance to neighboring properties.

H. Antennas

(1) Television antennas on roofs shall be avoided.

(2) If placed outside, the antenna shall not encroach on neighboring private or public property.

(3) Antennas, satellite dishes, and radio towers shall be located in the least conspicuous location while still allowing for satisfactory reception.

(4) If multiple locations will provide satisfactory reception, the least conspicuous location must be used.

(5) If the antenna is placed on the site, it is suggested that the smallest antenna possible be used to avoid attention.

(6) The ARC reserves the right to require additional vegetation and/or fence screening, as determined on a case-by-case basis to minimize visibility to the public and/or neighboring properties.

(7) Radio towers are prohibited.

(8) All cabling shall be concealed.

2.6 Urban Yard Home – Requirements

In addition to the General Requirements (for ALL homes) provided in Section 2.5, below are the specific requirements for all Urban Yard Homes.

A. Lot Coverage

The total of all hard surfaces created during initial construction of the residence (including: building pad, garage, Driveway, Private Walkways, porches, patios, etc.) shall not exceed:

Sixty-Five (65%) Percent Maximum

B. Lot Setbacks

(Reference Exhibits: "B1" – "B5")

C. Square Footage

ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the house square footage. Stairs and two-story spaces shall only be counted once.

The allowable square footage for all Urban Yard Homes in Kieke Park shall be:

LOT WIDTH	MINIMUM SQFT.	MAXIMUM SQFT.
50'	1,800	2,800
60'	2,400	No Maximum
70'	2,400	3,400

D. Minimum House Width

The minimum width of a house shall be no less than fifteen (15') feet narrower than the applicable typical product Lot width. See examples below.

TYPICAL LOT WIDTH	MINIMUM HOUSE WIDTH
50'	35'
60'	45'
70'	45'

E. Private Walkways

One (1) four (4') foot minimum City of Austin Visitability walkway must extend from the primary entrance of a home to a public pedestrian sidewalk or front driveway.

If a second walkway is provided from the home to a public pedestrian sidewalk or front driveway it does not have to be compliant with City of Austin Visitability requirements and may be constructed of materials compatible with the architectural style of the home (i.e. pavers, stepping stones, etc.)

F. Public Sidewalks

Builder is responsible for installing a four (4') foot public sidewalk which shall be constructed per the construction documents for Typical Roadway Sections, as provided by the Developer.

All public sidewalks must be doweled and properly reinforced.

G. Driveways

Some driveway locations may be predetermined and will be identified on the *"Section Fence & Driveway Layouts"* available online at www.KenAnderson.com > Residential > Easton Park.

On Corner Lots, where driveway is on same side as front elevation, builder must locate the driveway on the interior side of Lot.

To maintain a clear path for fire access on local roads, some Lots within Kieke Park have been designated with specific driveway locations (either the left or right side of the Lot). These Lots are identified on the "Section Fence & Driveway Layouts".

(1) Driveway Responsibility/Construction

Builders are required to install the driveway out to the street using best professional practices, to include reinforcement of concrete and expansion joints. All driveways must be constructed per the 6.5 CITY OF AUSTIN FLARED TYPE 1 DRIVEWAY (NO. 433S-lA).

(Reference Exhibits: "E1" – "E4")

(2) Driveway Materials

All driveways shall be standard-gray reinforced concrete.

(3) Driveway Widths – (2-Car Garage)

Driveways serving two (2) car garages shall be:

(a) Location

Centered on the garage door.

(b) Minimum Width (at the Property Line)

(i) Garage Forward

- **Front-Load Garage** (Garage door parallel with the street.)
  Sixteen (16') Feet

- **Swing-In Garage**
  Twelve (12') Feet

(ii) Garage Back

Twelve (12') Feet

(c) Maximum Width

(i) At Garage

May not extend past the side edge of the garage or twenty-five (25') feet, whichever is less.

(ii) At Public Sidewalk

Driveways which are wider than sixteen (16') feet at the garage shall gently taper down to a maximum width of sixteen (16') feet at the interior edge of the Public Sidewalk.

(4) Driveway Widths – (3-Car Garage)
Driveways serving three (3) car garages shall be:

(a) All Urban Yard Homes garage configurations (forward or back) are allowed to have three (3) car garages or paved space for third car.

(b) Garage Forward

(i) For three (3) car garages, in which all doors are facing the street (side-by-side), the third garage bay shall be recessed a minimum of one (1') foot. A landscape planter at the driveway taper is required in this configuration.

(Reference Exhibit "E5")

(ii) All "Garage Forward: Swing-In" configurations will be permitted to have a side-by-side three (3) car garage.

(c) Garage Back
Three (3) car garages, or paved space for third car is allowed in all "Garage Back" configurations.

(d) Minimum Width

(i) Garage Forward

- **Front-Load Garage** (Garage door parallel with the street.)
  Sixteen (16') Feet

- **Swing-In Garage**
  Twelve (12') Feet

(ii) Garage Back
Twelve (12') Feet

(e) Maximum Width

(i) At Garage
May not extend past the side edge of the garage or twenty-eight (28') feet, whichever is less.

(ii) At Public Sidewalk
Driveways which are wider than sixteen (16') feet at the garage shall gently taper down to a maximum width at the interior edge of the Public Sidewalk of:

- **Garage Forward**
  Twenty (20') feet

- **Garage Back**
  Sixteen (16') feet

(Reference Exhibit "E5")

2.7 Motor Court & Mini Motor Court Home – Requirements

In addition to the General Requirements (for ALL homes) provided in Section 2.5, below are the specific requirements for all Motor Court & Mini Motor Court Homes.

A. Lot Coverage

The total of all hard surfaces created during initial construction of the residence (including: building pad, garage, Driveway, Private Walkways, Public Sidewalks, porches, patios, etc.) shall not exceed coverage percentages noted below.

(1) Motor Court
Seventy (70%) Percent Maximum

(2) Mini Motor Court
Seventy-Five (75%) Percent Maximum

B. Lot Setbacks

(Reference Exhibits: "B6" – "B10")

C. Square Footage

ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the house square footage. Stairs and two-story spaces shall only be counted once.

The allowable square footage for all Motor Court & Mini Motor Court homes in Kieke Park shall be:

LOT DESIGNATION	MINIMUM SQFT.	MAXIMUM SQFT
Mini Motor Court ("Mini Quad")	1,400	2,100
Motor Court ("Quad")	1,900	No Maximum

D. Minimum House Width

The minimum width of a house shall be as follows:

TYPICAL LOT WIDTH	MINIMUM HOUSE WIDTH
45'	34'
60'	45'

E. Driveway Widths

Overall dimension of all shared driveways shall be centered on the property line.

(1) Minimum Width
Fourteen (14') feet

(2) Maximum Width
Twenty (20') feet

F. Garages

Mini Motor Court Homes shall have a garage capable of accommodating a minimum of one (1) full-size automobile(s) and a maximum of two (2).

III. FENCING

3.1 General

This chapter outlines required fencing locations and types.

3.2 Fence Responsibility

Fencing as referred to in these Guidelines will be the responsibility of each builder as they develop Lots, unless otherwise designated as a Developer installed fence on the Section Fence & Driveway Layouts.

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

3.3 Fence Types & Requirements

A. General

It is the current property Owner's sole responsibility to ensure that any fence and/or gate be pool barrier compliant and be inspected and approved by an actively certified third-party inspector.

(1) Locations of each fence type will be marked on the "Section Fence & Driveway Layouts".

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

(2) No exposed ends will be permitted and the fence end must match the profile of the fence.

(3) All fence hardware connections are to be screw or ring shank nails, on a straight-line guide.

(4) No used or reclaimed material is allowed.

(5) Fences are to be kept in good repair.

B. Wood Fence – Good Neighbor

All fences indicated to be *"6' Good Neighbor Wood Fence"* on the *"Section Fence & Driveway Layouts"* which do not face a public view shall be six (6') foot solid picket (alternating panels).

(Reference Exhibit: "C1")

All front fences indicated to be *"6' Good Neighbor Wood Fence"* on the *"Section Fence & Driveway Layouts"* which face a public view shall be six (6') foot solid picket (good-side out).

In cases where the front fence between homes is setback from the neighboring front fence (existing home), the exposed return shall also be six (6') foot solid picket (good-side out) and installation of those pickets shall be the sole responsibility of the builder that built their fence last.

(Reference Exhibit: "C1" - "C2")

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

All wood fence elements, visible to public view (including when visible through metal fences. i.e. Corner Lots and/or Amenity Lots), within Kieke Park shall be stained one (1) consistent color throughout the neighborhood, utilizing two (2) coats of stain (BEHR Cedar Naturaltone #5533 - Semi-Transparent) or Developer approved equal.

C. Wood Fence – Horizontal

All fences indicated to be *"6' Horizontal Wood Fence"* on the *"Section Fence & Driveway Layouts"*, noted above in 3.3 A. (1), shall be six (6') foot solid horizontal rail (good-side out.)

(Reference Exhibit: "C3")

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

All wood fence elements, visible to public view (including when visible through metal fences. i.e. Corner Lots and/or Amenity Lots), within Kieke Park shall be stained one (1) consistent color throughout the neighborhood, utilizing two (2) coats of stain (BEHR Cedar Naturaltone #5533 - Semi-Transparent) or Developer approved equal.

D. Metal Fence

All fences indicated to be *"6' Metal Fence"* on the *"Section Fence & Driveway Layouts"* shall be of a manufactured product that uses pre-galvanized steel with a zinc rinse and a black powder coat finish. All metal fencing will be of a design that allows it to easily accommodate changes in elevation by use of a rackable system.

All metal fencing will have a flush mount rails (flat top, flat bottom). All metal fencing will have a minimum twenty (20) year manufacturer warranty. Tube steel fence shall meet or exceed these specifications or Developer approved equal.

(Reference Exhibit: "C4")

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

3.4 Fence Locations

(Confirm specific fencing types and locations on the "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

A. Front Fences

Front fences shall be set back, a minimum of five (5') feet and maximum of ten (10') feet, from front corner face of the house unless there are conflicts with windows, mechanical equipment or other architectural elements of the house.

(Urban Yard Homes - Reference Exhibits: "C5" & "C8" – "C11")
(Motor Court & Mini Motor Court Homes - Reference Exhibits: "C12" – "C13")

B. Side Fence (Street Side – Corner Lot)

(Urban Yard Homes - Reference Exhibits: "C5" & "C8" – "C11")
(Motor Court & Mini Motor Court Homes - Reference Exhibits: "C12" – "C13")

C. Side Fence (Amenity Lot)

Lots which sides an Amenity shall have the side fence located on the side property line and, where a side material transition occurs, the front fence shall not be located behind side material transition.

(Reference Exhibit: "C6")

D. Side & Rear Fence (Perpendicular Lots)

Side or rear fences on Corner Lots that perpendicular to the Lot behind them will be per the exhibit(s) referenced below.

(Reference Exhibits: "C8" – "C9")

3.5 Fences as Screening

A/C units, pool equipment or other equipment shall be fully screened from public view with six (6') foot Good Neighbor fencing and/or landscape. If landscaping is used, it shall create a solid screen immediately when planted per the requirements below.

A. Interior Lots

Buyer must install at least one native shrub at the front of the A/C Unit and or Pool Equipment. The shrub must be at least half the height of the tallest-unit it is screening, and must be full, fast growing, hardy and drought resistant. Vegetation cannot be split/torn into multiple pieces. If a shrub and or other vegetation item are split/torn into pieces to plant in multiple areas, those plants will not be counted towards meeting the landscape requirements and their replacement may be requested at Final Inspection.

B. Corner Lots & Side Amenity Lots

Buyer must install at least one native shrub at the front of the A/C Unit and or Pool Equipment. One additional shrub must be installed on the street-facing/Amenity-facing side of each A/C Unit. Pool Equipment, depending on the size of the cluster, may require the installation of additional shrubs to create adequate side screening. All shrubs must be at least half the height of the tallest unit it is screening and must be full, fast growing, hardy and drought resistant.

3.6 Gates

A. Front Fence Gates

Gates will be allowed on front fences.

B. Side Fence Gates

Gates on side fences are only permitted on Motor Court & Mini Motor Court Lots as shown in Exhibits "C12" – "C13".

C. Rear Fence Gates

Gates on rear fences are only permitted on Motor Court & Mini Motor Court Lots as shown in Exhibits "C12" – "C13".

IV. LANDSCAPE

4.1 Landscape Approach

All Landscaping on a residential Lot must be installed, in compliance with these Guidelines, by the builder prior to the Final Compliance Inspection and closing on the home.

4.2 Drainage

Drainage Texas law in conjunction with the Texas Water Code requires that the Owner ensure that the placement of any improvement or Landscaping does not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property Owner(s). The drainage from each Lot should be directed to the street where possible. In instances where the rear area of a Lot is lower than the elevation of the street, a Lot-to-Lot drainage solution may be needed. In these situations, a Lot cannot block drainage from an adjacent Lot that naturally flows across that Lot on a path to a drainage swale, stream or outlet. Enforcement of this requirement is by the affected property Owner(s).

4.3 Irrigation

All areas/yards on a Lot which are landscaped with sod, planter beds, vegetation and/or trees shall be fully irrigated.

Care shall be taken to avoid irrigation spray and runoff on adjacent property and public sidewalks.

A. All irrigation systems shall be:

(1) Designed and installed by a licensed irrigator in the state of Texas.

(2) Be equipped with a backflow prevention device as mandated by appropriate local code.

B. Builders shall instruct the homeowners in the operation of the irrigation system.

4.4 Sod

A. Bermuda is required on all portions of the Lot and within the Right-of-Way, including the front, side, Rear Yards, and areas extending the curb except where planter beds are installed.

B. Sodding and Landscaping of areas not on a residential Lot will be installed by the Developer and mowed/maintained by the HOA.

4.5 Landscape Beds

A. Landscape beds are not permitted along the public sidewalk.

B. All planting beds shall be mulched with black or dark brown hardwood mulch or aggregate mulch. Other materials to be used in place of mulch will be submitted to the ARC for written approval prior to installation.

C. Aggregate mulch is allowed in bed areas and as a replacement for turf areas. If used, aggregate mulch beds must be installed with a weed barrier fabric and an approved edging border.

D. Aggregate mulch must have a minimum diameter of three-eighths (3/8") inch.

E. Minimum diameter for aggregate is increased to three-quarters (3/4") inch in areas where slopes exceed five (5%) percent.

4.6 Plant Bed Edging

A. Planter bed edging is not required. If edging is installed, it must be complementary with the materials of the residence, such as stone.

B. Steel, aluminum, concrete, or masonry edging is preferred.

C. Brick borders, timbers, rubber and plastic bed edges are not permitted.

D. Plant bed edging requirements are not limited to those listed in these Guidelines. Plant bed edging materials and construction design must be approved in writing by the ARC prior to installation.

E. Bed edges at a minimum must be "V-Cut".

4.7 Plant Material

A list of appropriate planting material is available in the *"Approved Plant List".* Other plant material may be utilized if approved in writing by the ARC. However, plants provided in the "Approved Plant List" are preferred and shall be the predominate plant material. Builders are encouraged to use a blend of plant materials and layouts to avoid monotony of the streetscape.

(Reference Exhibit: "D7")

4.8 Installation

Careful consideration shall be taken when planting large trees and shrubs near the foundation and hard surface areas to avoid damage by the plant's root system. Trees, shrubs and planter beds placement shall not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract.

Avoid planting trees and/or large shrubs in close proximity to the address plaque to maintain a clear view corridor from a majority of the street.

4.9 Gravel & Rock

Gravel and rock may be used, but is not permitted for use or substitution for shrubs, ground cover, and may not extend to within twenty-four (24") inches of the interior side of the public sidewalk.

4.10 Maintenance

Each property Owner is required to mow their yards (including the Front Yard area between the front property line and the back of curb) and maintain all landscaped areas within their property.

4.11 Parkway Strip Landscape

The area between the back of curb and the Public Sidewalk.

A. A sight distance area of fifty (50') feet from a street intersection must be irrigated and landscaped with sod.

B. A sight distance area of ten (10') feet from a driveway cut may not contain plants with a mature height greater than two (2') feet.

C. Landscape beds (when used) within the Parkway Strip must be irrigated and mulched with aggregate mulch.

4.12 Front Yard Landscape

The total Front Yard area shall be a maximum of sixty-five (65%) sod. The other thirty-five (35%) shall be landscape beds populated with the minimums shown in the table below.

FRONT YARD PLANT QUANTITY REQUIREMENTS				
	TREES		HARDY SHRUBS	
LOT WIDTH(S)	1.5" Caliper Shade Tree	Ornamental Tree (6' tall min. at installation)	1 Gallon	5 Gallon
45' - 50'	1	1	15	10
60'	1	1	18	12
70'	1	1	21	14

Shade Tree trunk caliper to be measured at two (2') feet above natural grade.

At a minimum, five (5) gallon hardy shrubs must be installed at four (4') foot on center to reduce the visual impact of the slab. Plants used to screen the foundation count towards the total number of required five (5) gallon hardy shrubs for that Lot.

(Reference Exhibit: "D3")

4.13 Side Yard Landscape

A. Interior Side Yard(s)

(1) Landscape beds (when used) in the interior Side Yard must be mulched with hardwood or aggregate mulch.

(2) Up to sixty (60%) percent of interior Side Yards may be landscaped with aggregate mulch only (no plantings).

B. Corner Side Yard

(1) The street Side Yard of Corner Lots shall have plant material to soften the house foundation and street side elevation. Fences shall be installed on the side property (Right-of-Way) line. Refer to the Plant List and Exhibits referenced in this section for more detailed requirements.

SIDE YARD (CORNER LOT or AMENITY) PLANT QUANTITY REQUIREMENTS			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" Caliper Shade Tree	Ornamental Tree (6' tall min. at installation)	24" Min. Height at Installation
45' - 50'	1	1	Continuous Hedge/ Evergreen Screening Plants
60'	1	1	
70'	1	1	

Shade Tree trunk caliper to be measured at two (2') feet above natural grade.

(2) A fifty (50') by fifty (50') foot sight distance triangle shall be maintained at corners. Positioning of the trees and shrubs shall also not impede pedestrian access on the public sidewalk.

(3) **Side Yard, Corner Lot - Front Loaded**
(Reference Exhibit: "D4")

(4) **Side Yard at Amenity – Typical**
(Reference Exhibit: "D5")

(5) Landscape beds in the Side Yard must be irrigated and must be mulched with either hardwood or aggregate mulch.

4.14 Rear Yard Landscape

A. Backyards must be fully landscaped with sod (must be irrigated) or aggregate mulch to stabilize the ground surface.

B. Landscape beds and tree plantings (when used) must be irrigated.

C. Rear Yards which rear an Amenity shall have a continuous landscape bed along the rear foundation of the home; populated with at least the plant quantities as shown below. Additional shrubs may be required to fully screen the foundation.

REAR YARD (AMENITY) PLANT QUANTITY REQUIREMENTS				
	TREES		HARDY SHRUBS	
LOT WIDTH(S)	1.5" Caliper Shade Tree	Ornamental Tree (6' tall min. at installation)	1 Gallon	5 Gallon
45' - 50'	1	1	15	10
60'	1	1	18	12
70'	1	1	21	14

Shade Tree trunk caliper to be measured at two (2') feet above natural grade.

D. **Rear Yard at Amenity – Typical**
(Reference Exhibit: "D6")

4.15 HOA Landscape Maintained Areas

A. Motor Court homes along Apogee Boulevard have a fifteen (15') foot landscape/access easement across the front of their Lots. This landscape easement is intended to be used to plant street trees and Landscaping near the ROW. It will be maintained by the Developer until it is turned over to the HOA.

B. Permanent structures and/or elements placed within this easement, except for a private walkway connecting the public sidewalk to the primary entry of the dwelling, are strictly prohibited. Structures or elements, of any kind, placed in this area by the Builder or Owner shall be removed at the Owner's sole expense.

V. PROCEDURES & SUBMISSIONS (For builders during initial home construction.)

5.1 General

The builder is solely responsible and liable for following the requirements of these Guidelines regardless of whether detail(s) of items are noted/called out on reviews/documentation including, but not limited to plans, permits, applications and inspections.

5.2 Procedure

The review process begins when a Builder submits an online application including a set of plans, drawings, specifications and other required information to the ARC for processing. Submissions shall be made online at www.KenAnderson.com > Residential > Easton Park.

5.3 Required Submission Information

The builder is required to submit the following information to be reviewed by the ARC.

A. Master Plans

In order to provide the shortest turnaround time for reviews the following shall be required. When submitting a Master Plan Application for review, builders shall submit:

(1) Each elevation as a separate submission. (i.e. Elevation "A" should be a separate application/ submission from Elevation "B".)

(2) Each Master Plan (elevation) must be submitted separately for each Section of Kieke Park that the builder intends to build that plan elevation.

(3) Each Master Plan (elevation, such as elevation "A") submission shall only include the plans, elevation, option(s), etc. sheets that pertain to that particular Master Plan (elevation).

(4) Floor Plans

(5) Electrical Plans (showing all exterior lighting)

(6) Roof Plan

(7) Material(s) location(s) clearly called out on plans.

(8) Statement of House Square Footage

(a) Base square footage of the plan.

(b) Square footage of each option (if any) which adds livable square footage.

Square footage will be measured as follows:

(i) To the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco).

(ii) Stairs and two-story spaces shall be counted only once.

(iii) Unfinished area, that can be easily converted for future use, will be included.

(iv) Exclude the following from square footage:

- Garages, porches or other appendages.
- A/C returns, pipe chases, fireplaces and non-structural voids.
- Spaces with ceiling height of less than six (6') feet.

Written approval from the ARC must be received before submitting for a Building Permit.

B. Building Permit

In order to provide the shortest turnaround time for reviews the following shall be required. When submitting a Building Permit Application for review, builders shall submit:

(1) Architectural Plans

Architectural Plans shall include the following:

(a) Floor plans and (all applicable) exterior elevations for the elevation being submitted.

(b) Electrical Plans (showing all exterior lighting)

(c) Roof Plan

(d) Material(s) location(s) clearly called out on plans.

(e) Statement of House Square Footage. (Note that ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the house square footage.)

(2) Site Plan

Site Plan drawing including the following information:

(a) Section Number, Block Number, Lot Number

(b) Property Lines, Right of way, minimum setbacks & Easements

(c) Actual footprint of house and garage, with dimensions of main elements from property lines.

(d) Driveway, patios, walls and any other flatwork, fully dimensioned

(e) Locations of inlet(s)

(f) Total percentage of coverage of all impervious cover including house, garage, walkways, driveway, patios, porches, etc.

(g) Location, height, type and material of each exterior fence or wall.

(h) If applicable, any temporary construction facilities such as trailers, storage locations, fences, temporary Signs, lights, model home parking lots, etc.

5.4 Quality of Submission Content

It is in the interest of both the Builders and the Developer that this process be a smooth and timely one. For that purpose, the approvals can be facilitated if complete and high-quality documentation is provided to the ARC. When an Application is received, it is reviewed for completeness. An Application that is not complete and/or not clearly readable will be returned (without review) with an explanation of the reasons for this action. A complete Application will be processed and reviewed by the ARC.

5.5 Submission Timing

Submissions to the ARC for approval may be made at any time. Responses will generally be made within seven (7) business days from receipt of a completed online application (including all correct information, applicable supporting and required documents in electronic format), however a lack of response after ten (10) business days shall be deemed a rejection.

5.6 Submission Fees

A. Nominal fees have been established by the Developer to help defray the expenses associated with the community-based review of improvements and inspections. These fees are adjusted from time to time and are based on the complexity of the project proposed as well as other factors. Payment for all submission review and inspection fees shall be made payable to the address listed below and list of current fees can be obtained from:

Carma Easton, LLC
11501 Alterra Parkway, Suite 100
Austin, Texas 78758

B. Builders shall make a single payment for all initial ARC reviews and inspections for each Lot at the time the builder closes on the Lot, which shall include:

- Builder Permit Review
- Lot Ribbon Inspection
- Final Compliance Inspection

C. Builders shall make payment for Master Plan reviews at the time of submission.

D. Builder shall make payment for any resubmission(s) and/or re-inspection(s) at the time of permit resubmission and/or re-inspection request.

5.7 ARC Action on Submittals

Notice of Approval, Conditional Approval or Disapproval of each submission will be returned to the Applicant via email or other electronic means which the ARC deems appropriate. Builder may request a Lot Ribbon Inspection immediately following receipt of written Final Building Permit Approval from the ARC. Approval by the ARC does not constitute an approval by any other entities.

5.8 Approval from Additional Entities

Applicant/Builder is solely responsible for obtaining all applicable written approvals from all applicable governing bodies, agencies, offices and/or entities. Approval by the ARC does not constitute an approval by any other entities.

5.9 Expiration of Permits

All approved or conditionally approved permits shall be exercised within one (1) year from the date of approval, or the permit shall be null and void.

5.10 Variances

Variances to these Guidelines may be granted by the ARC. Any variance granted will only be applicable to the specified site and conditions for which the variance was granted, only if it has been identified in writing on the submitted plan and specifically approved in writing by the ARC. Granting of such a variance will not modify or change any Guidelines as they apply to other Lots or conditions.

All variances shall be exercised within one (1) year from the date of approval or the variance shall be null and void. If an extension is needed, the Applicant/Builder must submit an application in writing, thirty (30) days prior to the expiration and for good cause, the ARC may grant an extension of time not to exceed one (1) year.

5.11 Construction Timeline

Construction of dwellings, which have received prior written approval or conditional approval by the ARC, shall commence within one (1) year of the permit date and shall be completed within one (1) year.

The ARC may grant an extension for construction on a case-by-case basis, but the request for an extension must be made at least thirty (30) business days prior to the conclusion of the completion deadlines noted above.

5.12 Inspection Procedures and Penalties

A. Lot Ribbon Inspection Procedures and Penalties (Including Builder Notice Signs)

A representative of the ARC must inspect the unimproved Lot, prior to any construction, to assess that the house and driveway layout and orientation have been properly ribboned (by the Builder's survey company) in conformance with the approved plans, permits and these Guidelines. The Builder is ultimately, solely responsible and solely liable for improvement of the Lot in conformance with the approved plans, permits and these Guidelines. No construction of any kind may be conducted without prior written approval from the ARC. Any improper and/or unauthorized construction on a Lot, at the Developer's sole discretion, may levy a two-hundred and fifty dollar ($250) fine and twenty-five dollars ($25) a day until construction ceases.

All Lots must have a Builder Notice Sign correctly displayed on the Lot from the time of the Lot Ribbon Inspection until final grading for Landscaping has started. At which time a permanent address plaque or numerals must be installed on the front elevation of the home.

Notice Signs are available, free of charge, at the Builder's Compound. For details please contact:

Brookfield Properties
On-Site Construction Manager

Information about the Notice Sign and how to correctly fill it out is available on the *"Survey Ribboning & Builder Notice Sign before a Lot Ribbon Inspection"* guide referenced below.

(Reference the online guide: "Survey Ribboning & Builder Notice Sign before a Lot Ribbon Inspection" available at www.KenAnderson.com > Residential > Easton Park.)

B. Final Compliance Inspection Procedures, Penalties, and Variances

A representative of the ARC must inspect the improvements to verify that they have been constructed in conformance with the ARC approved plans and these Guidelines. The Final Compliance Inspection represents a selected portion of these Guidelines; it should not be considered as a total approval of these Guidelines. Inspections conducted by the ARC's assigned representative are aesthetically based only and in no way, include inspections pertaining to code compliance or to the integrity of the home and/or improvements. Builders are solely responsible and solely liable for ensuring that all construction and/or improvements meet or exceed all applicable codes, good building practices and comply with all local and federal regulations, laws, etc. Each builder is ultimately responsible to make sure every home is built to be in full compliance with these Guidelines.

This Final Compliance Inspection does not constitute review, inspection or approval by any other applicable governing bodies, agencies, offices and/or entities, which Applicant/Builder is solely responsible for obtaining.

(1) Request for Initial Final Compliance Inspection

Once a home is completed, each Builder is solely responsible for making a request to the ARC for a Final Compliance Inspection, using the online request services at www.KenAnderson.com > Residential > Easton Park. Request for a Final Compliance Inspection must be made at least seven (7) days before the home closes.

A final survey (including all fences, pools and other installed improvements) must be submitted to the ARC at the time the Final Compliance Inspection request is made. Anyone who fails to meet the requirements will be subject to a two-hundred and fifty ($250.00) dollar fine, which may be deducted from the Builder's construction deposit and/or damage deposit.

If the property does not pass its initial Final Compliance Inspection, the builder will have fourteen (14) days to correct all items listed on the Final Compliance Inspection report. It is the builder's sole responsibility to request a re-inspection once the necessary corrections have been completed otherwise a re-inspection will be conducted automatically after the fourteen (14) days have expired.

(2) 2nd Final Compliance Inspection *(Re-Inspection)*

If the property does not pass its 2nd Final Compliance Inspection, the builder will have fourteen (14) days to correct all items listed on the Final Compliance Inspection report. It is the builder's responsibility to request a re-inspection once the necessary corrections have been completed otherwise a re-inspection will be conducted automatically after the fourteen (14) days have expired.

If home is closed prior to re-inspection and the inspector needs access to areas of the property behind the front fence, the builder must acquire written approval from homeowner to allow ARC representative to access the exterior property to conduct inspection.

(3) 3rd Final Compliance Inspection *(Re-*Inspection)

The property will be inspected one (1) final time. If all outstanding items have not been corrected, the following may occur:

(a) The builder will be issued a Final Compliance Inspection verdict of "Closed Non-Compliant" and a copy will be sent to the HOA.

(b) All New Construction Submittals/Building Permits (starts) may be put on hold company-wide until all outstanding inspection items are brought into compliance.

(c) Responsibility for bringing all outstanding items into compliance will transferred from the builder to the Homeowner and resolution may be enforced through the HOA as a request to comply with these Guidelines.

(d) When necessary the HOA will inform the Homeowners that the home was inspected multiple times to allow the builder to bring the outstanding items into compliance, and that it was the Builders sole responsibility to make sure that all construction requirements were met before the home closed.

5.13 Remedies

Additional remedies and enforcement rights may exist under the Covenants. The ARC and/or HOA may file suit to obtain an injunction mandating compliance with the Covenants and the Guidelines. The ARC and/or HOA has the further right, after proper notice to the Owner, to go onto the property where a violation exists, fix or remove the violation, and collect any costs incurred from the Owner.

5.14 Changes in Review Process

The ARC reserves the right to alter the review process in order to ensure an adequate review of all submissions while reasonably accommodating the needs of Applicants/Builders.

5.15 Governmental Regulations

The Covenants and these Guidelines are not intended to permit any action prohibited by applicable laws, rules, or regulations of any governmental authority. Where these Guidelines contain requirements in addition to or more restrictive than applicable governmental laws or regulations, the provisions of these Guidelines are binding and enforceable, and prevail over the requirements of such laws or regulations unless these Guidelines are expressly made unenforceable by law or judicial decisions.

5.16 Job Site Procedures

A. Trash Containment

All Lots under construction are required to have two (2) forms of trash receptacles on each lot ("Type A" & "Type B"). They must be kept on site and maintained during the construction process.

(1) Type A

Refers to a trash bin that will be used to contain trash material that will most likely be wind-blown from the construction of the home. This material includes, but is not limited to shingles, insulation, a/c ducts, and mortar bags. Material such as interior trim and tile will also be placed in this trash bin.

The three (3) sided trash bin will have an eight by eight (8' x 8') footprint and be made up of four foot by eight foot (4' x 8') (natural or black painted) solid wood material panels. The open side must always face the front of the house, away from the street. On Corner Lots this trash bin must be four (4) sided.

Heavy material such as lumber and brick should be placed in a single pile on the Lot under construction. Any additional small debris left over after trash pick-up should be placed in a trash bin. No random material should be left out around the house.

(2) Type B

Refers to a trash bin that will be used to contain trash from labor and trade personnel working on the job site (plates, cans, food trash, etc.). This trash bin will be a fifty-gallon (50) plastic drum or similar product that functions in the same capacity. Daily clean up food trash is required in order to reduce the amount of trash that is blown into the streets and neighborhood.

Each builder is solely responsible for enforcing the daily clean-up of food trash and making sure that all construction trash around the house is contained.

B. Concrete Washout

All concrete washouts shall be either wood formed and lined with tarp or Eco Pan (or Eco Pan equivalent) on a Lot which the Builder owns. Additionally, concrete washouts should be located (whenever possible) on Lots which have low traffic and/or visibility to the general public. Concrete washouts shall not be located on Corner Lots and shall have an erosion barrier installed and maintained solely by the Builder at all times. A Builder Notice Sign is required on Lots with concrete washouts. Each builder is solely responsible to ensure that all washout construction shall comply with TCEQ and EPA requirements.

C. Silt/Mud in Street

Each builder is solely responsible for ensuring that every Lot under construction has a silt fence installed along the entire street facing portion of the Lot and have at least two (2') foot returns at termination points. One (1), sixteen (16') foot maximum width access point may be utilized (generally the future driveway location), which must employ a proper erosion barrier, such as: rip-rap, wood chips, etc.

Unacceptable erosion barriers at access points include, but are not limited to: Curlex, sod, sandbags and back-cutting the dirt directly behind the curb.

All erosion barriers must be maintained and any silt or mud that develops must be removed immediately whenever possible and no later than the end of construction hours for that day.

Each builder is also solely responsible for repairing any silt fence that is damaged on an adjacent Lot during construction. This also includes the removal of any dirt or mud that accumulates in the street from access to a home under construction via an adjacent Lot.

Erosion barriers must meet or exceed minimum requirements of all applicable governing bodies, agencies, offices and/or entities.

D. Damage to Common Areas and/or Cul-de-Sac Island(s)

The builder is solely responsible for any damages incurred on the common areas and or cul-de-sacs sustained by the builder and/or their subcontractors or delivery trucks. This includes, but is not limited to ruts, planting damage, curb damage and/or irrigation damage. The builder will either be asked to replace or repair the damaged material or be billed for any damages.

E. Lot Mowing

Each builder is solely responsible for ensuring that the Lots they own are maintained and mowed on at least a monthly basis or as necessary as determined by the ARC and/or the Developer.

VI. Exhibits & Diagrams

All exhibits & diagrams will be found on the pages that follow.

ARCHITECTURAL STYLE EXAMPLES

CRAFTSMAN

The Craftsman style of architecture results in natural, warm, livable buildings characterized by horizontal forms and simple shapes.

This style remains popular due to its timeless feel, but is not considered traditional. Roofs are gently pitched gables (occasionally hipped) with wide, unenclosed eve overhangs.

Exposed, extended, or elaborated roof rafters may also be used. Dormers are usually gabled or shed.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One, one and a half, and two story massing.
Roofs	Low to moderately pitched, gable or shed dormers, clipped gables with shake siding.
Porches	Integral part of house, tapered columns with brick/stone base, exposed truss at porch entry.
Chimneys	Natural or dressed stone exposed or centered within structure.
Windows	Divided grids/panes, grids in upper portion of window, vertical proportions, projecting bays (without angles) extending to foundation, boxed windows.
Entry Doors	Entry door with glazing on upper part of door.
Garage Doors	
Details	Knee bracing or other bracket detailing at top of column, exposed, extended or elaborated rafter tails, contrasting color on trim, fascia, post and exposed beams, decorative trim at windows and doors, V-groove siding as porch ceiling treatment.
Materials	Brick or stone as foundation finished material, brick or stone wainscot.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	

ARCHITECTURAL STYLE EXAMPLES
MID-CENTURY MODERN

Mid-Century Modern homes were designed to be the forward-looking style of their time. Its design integrates the principles of organic architecture with elements of the International Bauhaus movement.

The charm of these houses, created by simplistic linear forms and low-sloping roofs, has recently emerged back into the design world and become a popular design style.

Mid-Century Modern emphasizes on creating structures with ample windows and open floor-plans with the intention of opening up interior spaces an bringing the outdoors in.

Many Mid-century homes utilized a post and beam structural design which eliminates the bulky support walls in favor of walls seemingly made of
glass.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing, flat planes, geometric lines, structural transparency, post and beam architecture.
Roofs	Flat and low sloping gable roofs.
Porches	Large vaulted porch, steel porch columns.
Chimneys	Design compatible with house design.
Windows	Large windows allowing light from multiple angles, geometric transom windows, metal awnings over windows.
Entry Doors	Glass entry door.
Garage Doors	Simple, linear form, wood or metal.
Details	Exposed beams from inside of house out to overhang.
Materials	Brick stone accents, tile accents as an exterior material, mixture of exterior materials, lap siding/board and batten.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Large back patio with indoor/outdoor relationship.

ARCHITECTURAL STYLE EXAMPLES
MODERN / CONTEMPORARY

Contemporary house design integrates a wide number of style features. It melds historic elements with current lifestyle concepts, resulting in homes that are warm, inviting and connected with the outdoors.

Key features of a contemporary house design include irregular or asymmetrical facade, strong geometric shapes, extensive use of natural light, open floor plan to embrace outdoor space, clerestory windows, and varies from one to two stories.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing.
Roofs	Multiple low roof lines at different levels, wide overhangs, metal roofs.
Porches	Porch entry area with warm wood tones, flat roof and natural light above it, steel tubular columns, V-groove siding at ceiling.
Chimneys	Design compatible with house design.
Windows	Fixed, casement or awning windows with integrated window overhangs, clerestory windows following the roof lines.
Entry Doors	Solid glass or contemporary entry door.
Garage Doors	Garage door with geometric paned glass panels.
Details	Contrasting exterior colors (light stone with dark roof or vice versa).
Materials	Mixture of stone (clean cut) and stucco with wood accents, metal siding accents.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Use of parapet walls and asymmetrical design/metal, indoor/outdoor living at back porch.

ARCHITECTURAL STYLE EXAMPLES

MODERN FARMHOUSE

The modern farmhouse is a contemporary play on a traditional design. It evokes a nostalgic feeling of warmth and comfort of days-past by reshaping it with clean lines and simple materials for a fresh design.

Homes are typically one and two story dwellings with distinct elements such as oversized openings, light walls, gabled roofs and large porches and patios.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing.
Roofs	Sheet metal roof, exposed rafter tails, street/side facing gable, shed or gable dormers, gables.
Porches	Front porch wraps around to side for veranda view, designed to allow for indoor/outdoor living, V-groove siding at porch ceiling, open truss at porch entry area.
Chimneys	Design compatible with house design.
Windows	Large, minimal 1-2 panes per sash or fixed window, integrated window overhangs (complimentary to roof design), metal awnings with metal brackets.
Entry Doors	Double or wider door with multi-paned glass accents on each door.
Garage Doors	Glass panel (frosted or opaque) accents in garage door.
Details	Clean, simple lines and shapes.
Materials	Vertical siding on all sides, horizontal siding as accents to add balance, metal or stone accents.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Columns generally square, simply detailed, flat roof/arbor at covered patio at rear, raised plate heights at front elevation with single story flat porch/transoms above porch roof area.

ARCHITECTURAL STYLE EXAMPLES

MODERN PRAIRIE

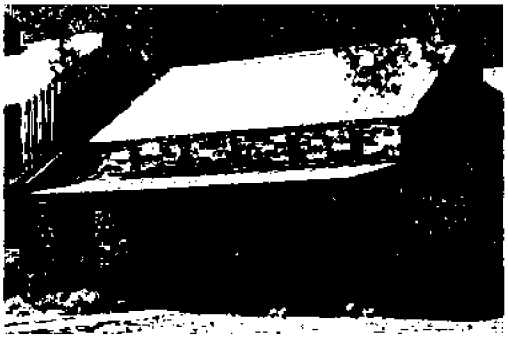
The Prairie house plan is a uniquely American architectural style. Massive square or rectangular piers of masonry used to support porch roofs are an almost universal feature of high-style examples.

Other common details include window boxes or flattened pedestal urns for flowers, geometric patterns of small-pane window glazing, broad, flat chimneys, contrasting wall materials or trim emphasizing the upper part of the upper story, and decorative friezes or door surrounds consisting of bands of ornamentation.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	Solid Construction, one- and two-story massing, one-story projections. Building form is linear and low.
Roofs	Flat or hipped roofs with broad eaves.
Porches	Broad covered porches with square columns, sometimes with brick or stone bases.
Chimneys	Natural or dressed stone exposed, central chimney.
Windows	Windows assembled in horizontal bands, often with well-defined vertical detail subtly mimicking Japanese shoji screens.
Entry Doors	Hinged double doors, solid wood as well as glass, lights on sides of doors.
Garage Doors	Natural wood. solid, contemporary horizontal windows, all glass.
Details	Restraint in the use of decoration, broad overhanging eaves, symmetrical with subordinate wings or porches, floral and circular geometric forms and angular geometric designs, exposed rafters.
Materials	Strong horizontally-oriented facades.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Usually marked by its integration with the surrounding landscape.

ARCHITECTURAL STYLE EXAMPLES

TEXAS VERNACULAR



Homes built in the Texas Vernacular style feature simplified entries, often tucked under wide porches with deep overhangs.

Simple shapes form the massing of the home with low pitched roofs featuring dark, earth toned shingles or metal standing seam roofing.

Stone is prominent in the facade and is often paired with stucco finishes or vertical board & batten siding.

Windows are proportioned vertically and are often accompanied by cedar brackets. Cedar details and accents are plentiful, though ornamentation is otherwise limited.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	Simple forms and massing.
Roofs	Composite shingle roofing in black or brown tones, metal roofing, exposed rafter tails and brackets are common under roof eaves in natural wood / cedar. Typical pitch includes 3:12 and 8:12.
Porches	Deep, full wide porches and verandas are encouraged, porch posts are square.
Chimneys	Chimneys are important elements in building massing and should be designed as an architectural main feature.
Windows	Windows are vertical in proportion, bay windows are common.
Entry Doors	Simple entryway.
Garage Doors	Garage door has minimal glazing, however it requires hardware.
Details	Decorative brackets.
Materials	Stone and stucco are incorporated into the siding, stone should be 50% of the front facade. Cedar/wood accents, shutters with hardware.
Colors	Exterior colors are often shades of brown or earth tones. Reference "Color Scheme Examples" Exhibit(s).
Other	Natural material for columns and posts (cedar or other wood), columns utilize post and lintel construction.

ARCHITECTURAL STYLE EXAMPLES
TRADITIONAL / COLONIAL

Colonial-style homes are generally symmetrical or square, with steep roofs and feature an centralized front door with a formal entry or porch.

The style also features two windows on either side of the entry door. Greek or Roman style columns are typically a prominent featured on the entry porch and windows are symmetrically placed on both sides of the front door.

Windows are usually accompanied with proportional shutters *(each shutter covers half of the window)* and are double-hung with multi-pane sashes.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing. Gable front and wings.
Roofs	Side-gabled roof, hipped roof, centered gable, asymmetrical, hipped roof with full-width porch.
Porches	Four columns is most common, even spacing.
Chimneys	Natural or dressed stone exposed, central chimney.
Windows	Palladian-style window in the second story over the main entrance; the use of flat or keystone lintels above the windows with prominent sills below. Elliptical, half-circular, or Palladian windows are sometimes used on side or front gables; dormers typically have arched windows. Double hung sash windows placed singly but in symmetrical rows. Fixed upper sashes and movable lower sashes. Sometimes have elaborate decorative crowns placed above windows. Rectangular windows are common.
Entry Doors	Accentuated front door which often includes an entry porch. Decorative detailing on door surrounds. Fanlight above entry door. Door surrounds. Bold front door color..
Garage Doors	Garages facing the street deaden the public space; rear garages accessed from the alley or a front drive are ideal.
Details	Roof-line balustrades. Front stair rails of iron. Iron balconies and curved front bays. Decorative detailing around entry porch, over windows, along the cornice. Cornices. Shutters.
Materials	Horizontal hardi-siding and brick accents, shingles. Stucco and stone occur infrequently.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Greek or Roman columns.

ARCHITECTURAL STYLE EXAMPLES
TRANSITIONAL

Transitional homes combine traditional and modern styles to create a cohesive and clean feel, facilitating modern living. Lack of ornamentation and decoration keeps focus on the architecture.

Widely used features include dormers, shallow porches, tall entries often two stories in height, and complex roof forms.

Exterior wall cladding materials are often intermixed. Rear facades offer full interaction with backyards and views through large windows, complete window walls, porches, balconies, decks and terraces.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing.
Roofs	Hip roof with gable off of the front, street facing gable, gable dormers.
Porches	Not the main element of this style.
Chimneys	Design compatible with house design.
Windows	Large window, bottom sash window usually 1 light, one over one window lights.
Entry Doors	Traditional Solid Panel / Wood.
Garage Doors	Glass panel accent in garage door.
Details	Clean simple lines and shapes, clean brackets.
Materials	Horizontal siding and brick accents.
Colors	Follow Contemporary + Modern Color Scheme. Reference "Color Scheme Examples" Exhibit(s).
Other	Hardy wrapped columns and generally square and simply detailed.

ARCHITECTURAL STYLE EXAMPLES
VICTORIAN

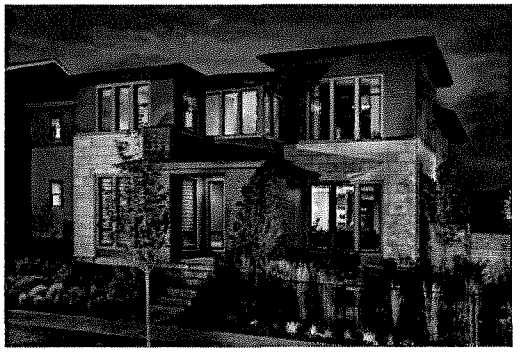
Originating in the late 1800's, the Victorian style is known for its charming ornamental detailing and bright colors.

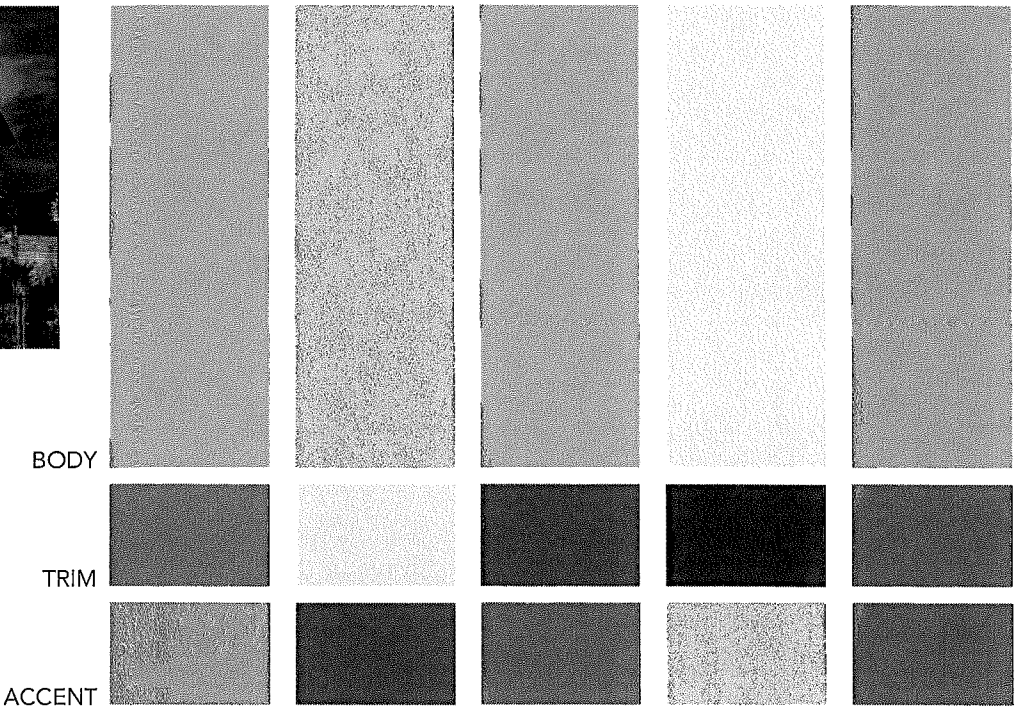
The Victorian Era marked the explosion of creative options and the emergence of intricate, daring forms and techniques available to the homeowner as never before.

The combination of exposed trusses, brackets, spindles, scrollwork, and many other details are what create such a unique character for the Victorian style home.

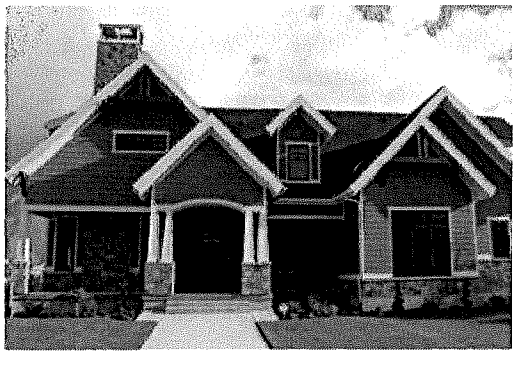
STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One, one and a half, and two story homes.
Roofs	Metal Roof, moderate 12-16" overhangs with rake soffit, embellished trusses at gable apex, concrete tile/slate roof, box outs with hip roof.
Porches	Circular wrap around porch, decorative moulding/brackets, decorative ceiling treatment (fur-downs with V-groove siding at inset), decorative wood railing.
Chimneys	Design compatible with house design.
Windows	Decorative windows (diamond, oval shaped, or arched accent windows), tower elements and bay windows.
Entry Doors	
Garage Doors	
Details	Decorative moulding at boxed soffit, decorative columns, decorative trim, thick frieze board with dental trim.
Materials	Predominantly lap siding with scallop/shake siding at gables or accent material, square brick or stone columns.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Decorative brackets/bracing at gable ends.

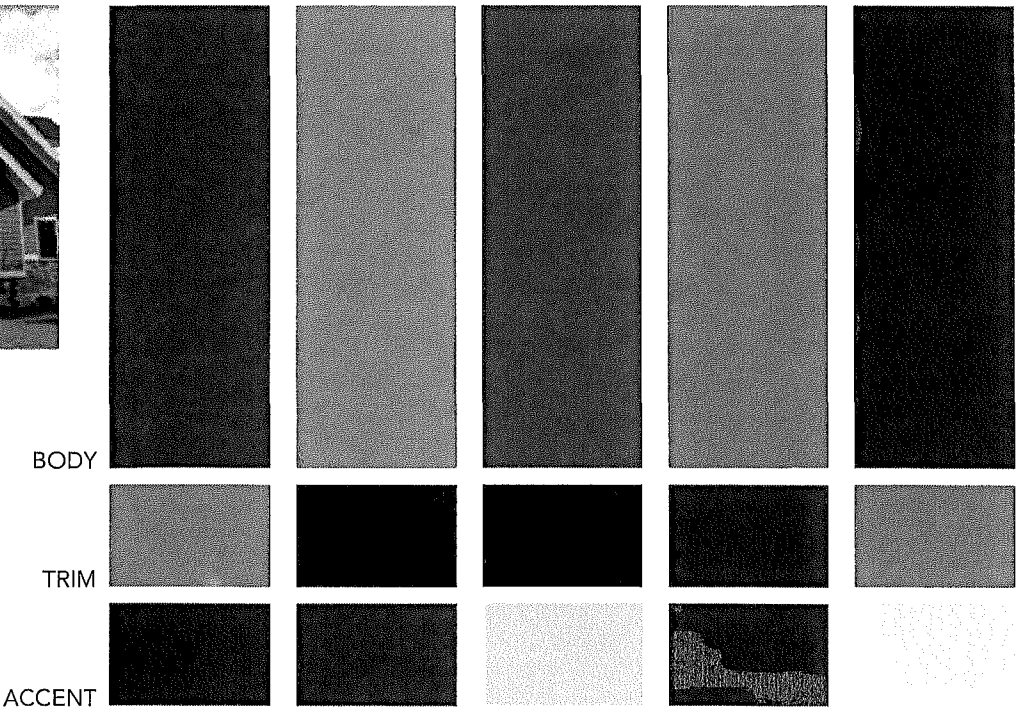
Modern / Contemporary - Color Palette



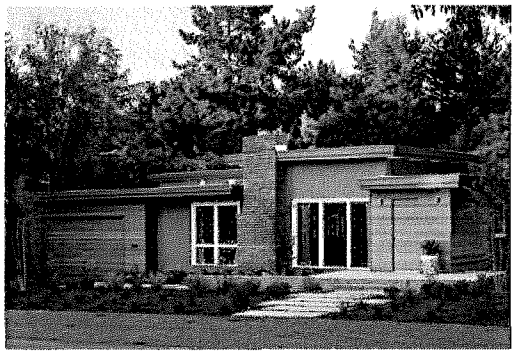


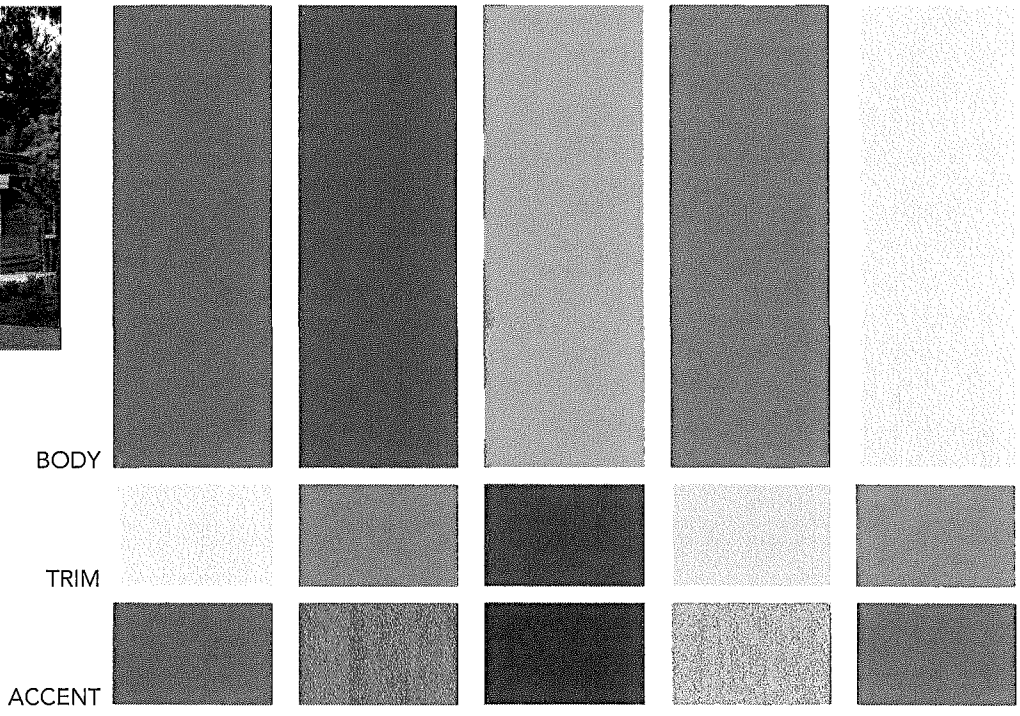
Craftsman - Color Palette



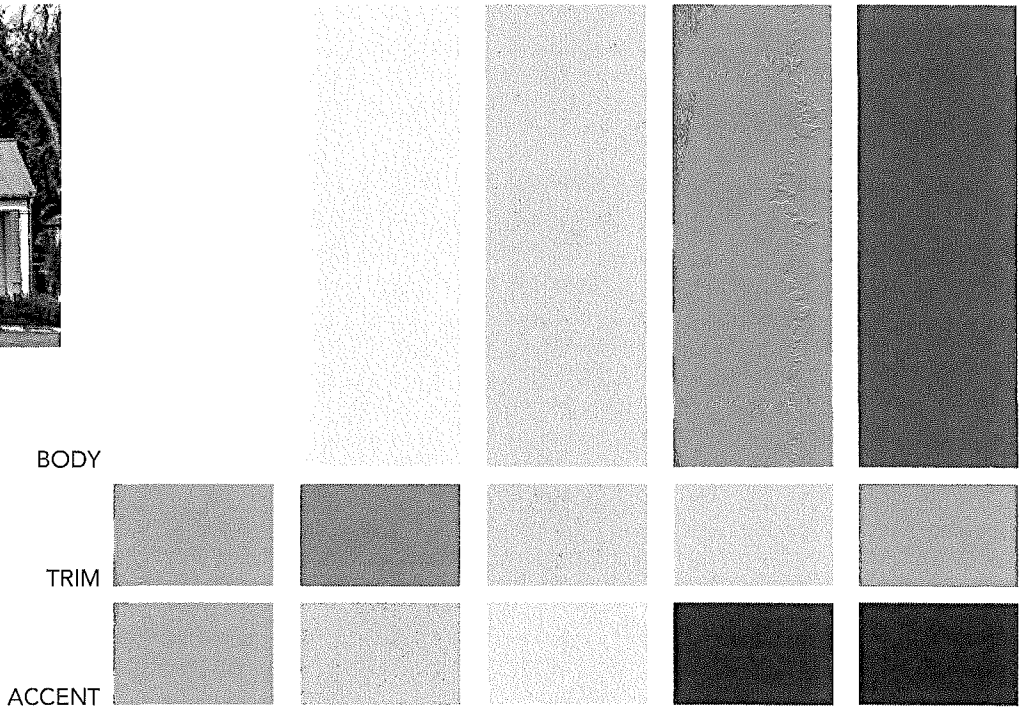


Mid-Centry Modern - Color Palette

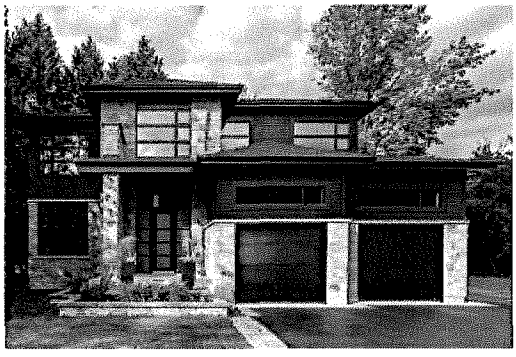


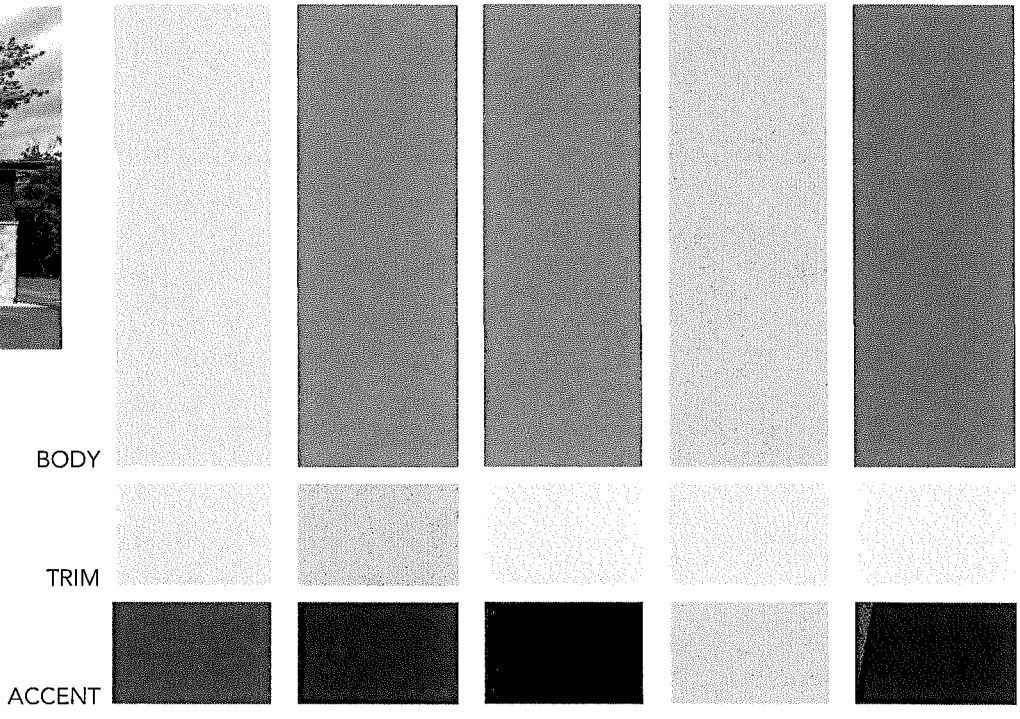


Modern Farmhouse - Color Palette

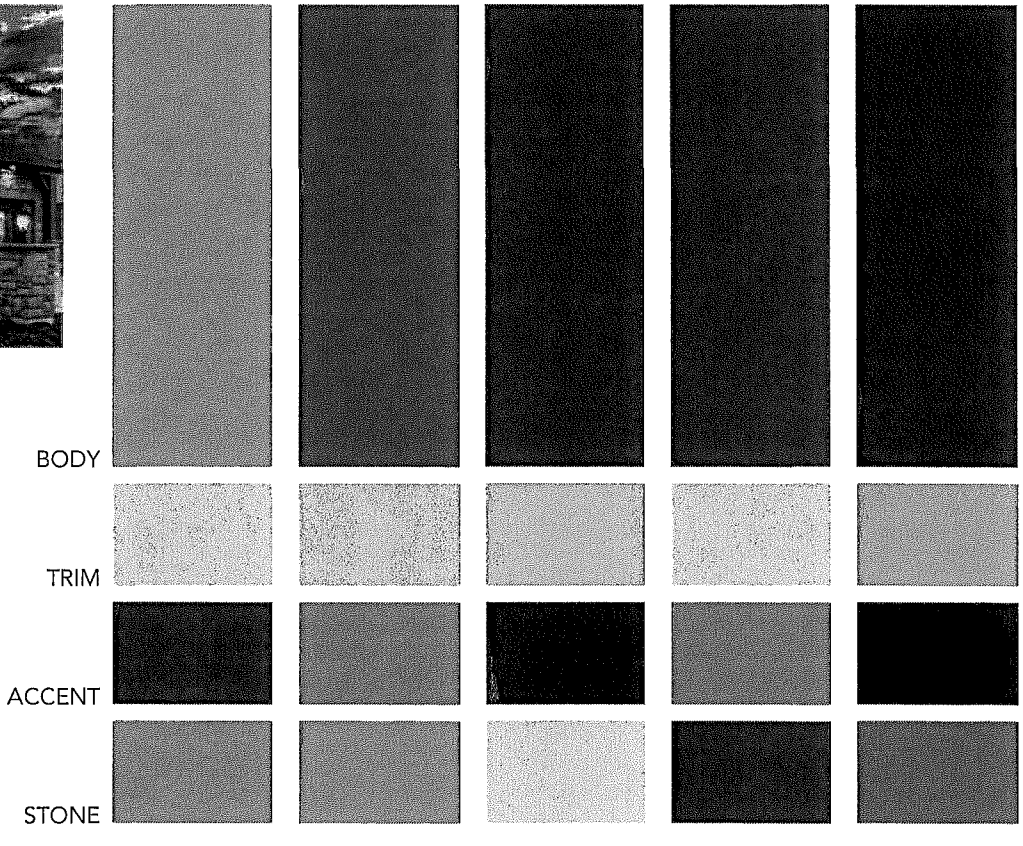


Modern Prairie - Color Palette

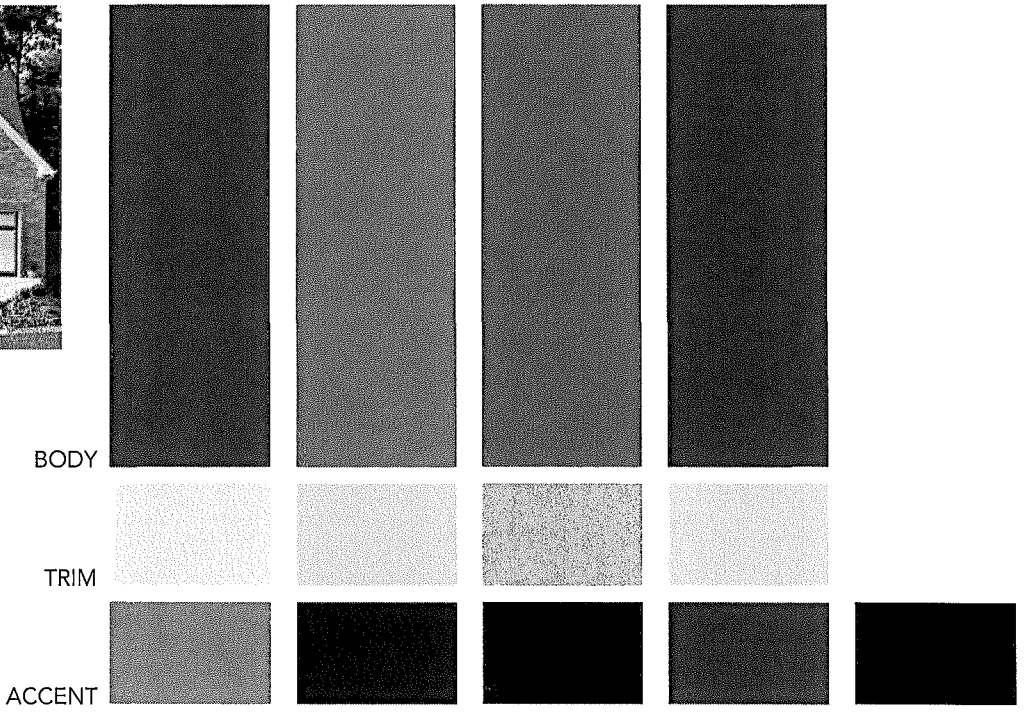




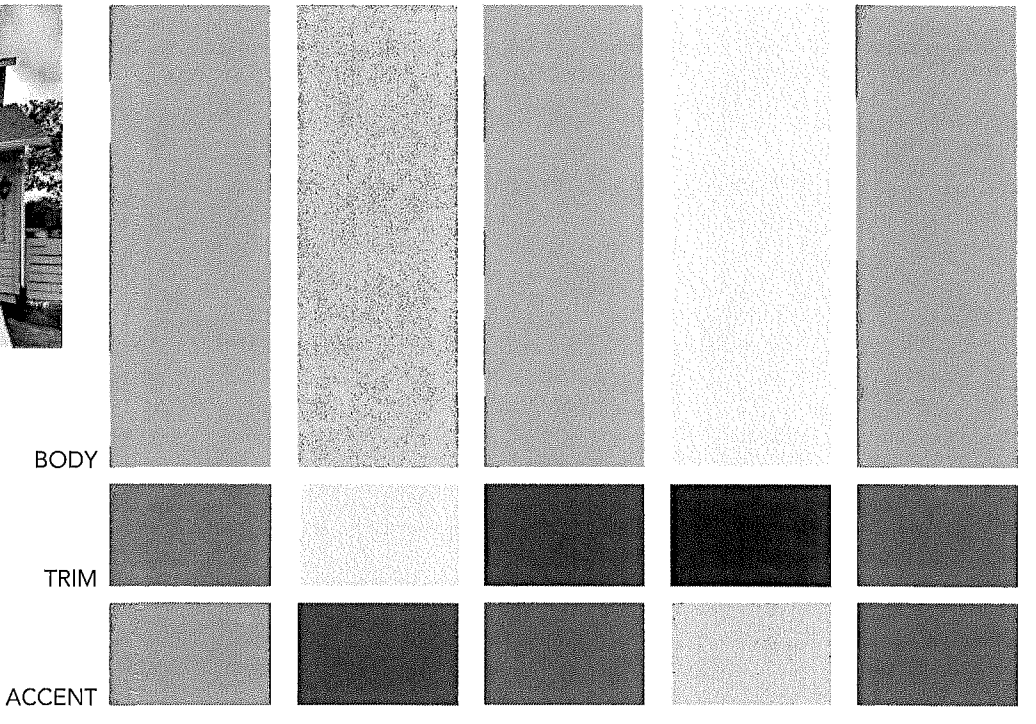
Texas Vernacular - Color Palette



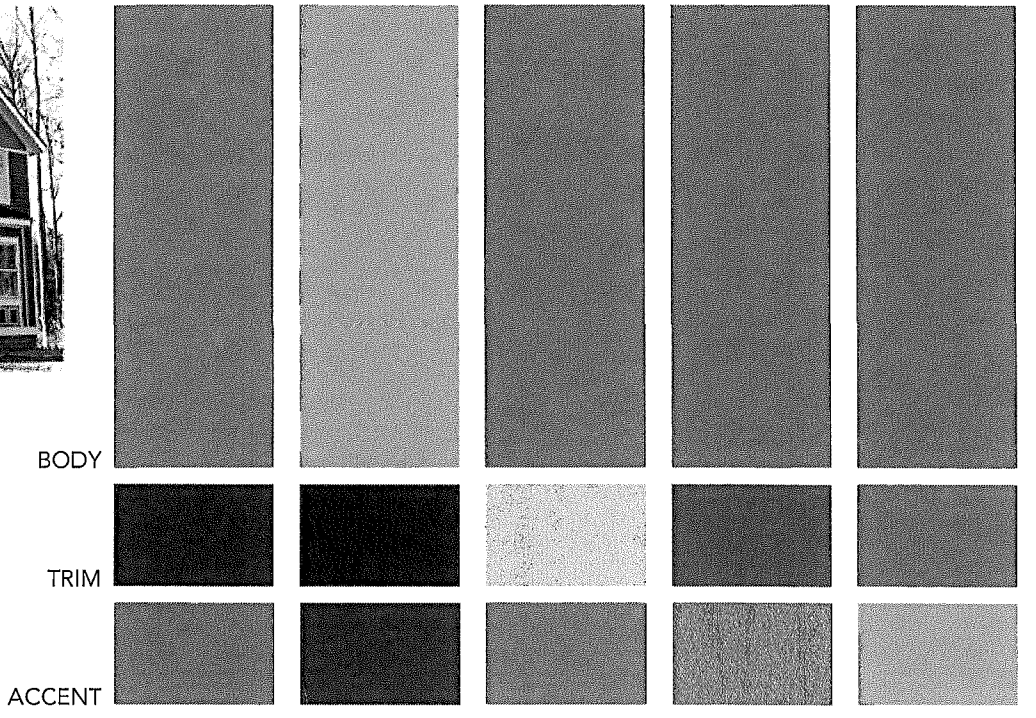
Traditional - Color Palette



Transitional - Color Palette



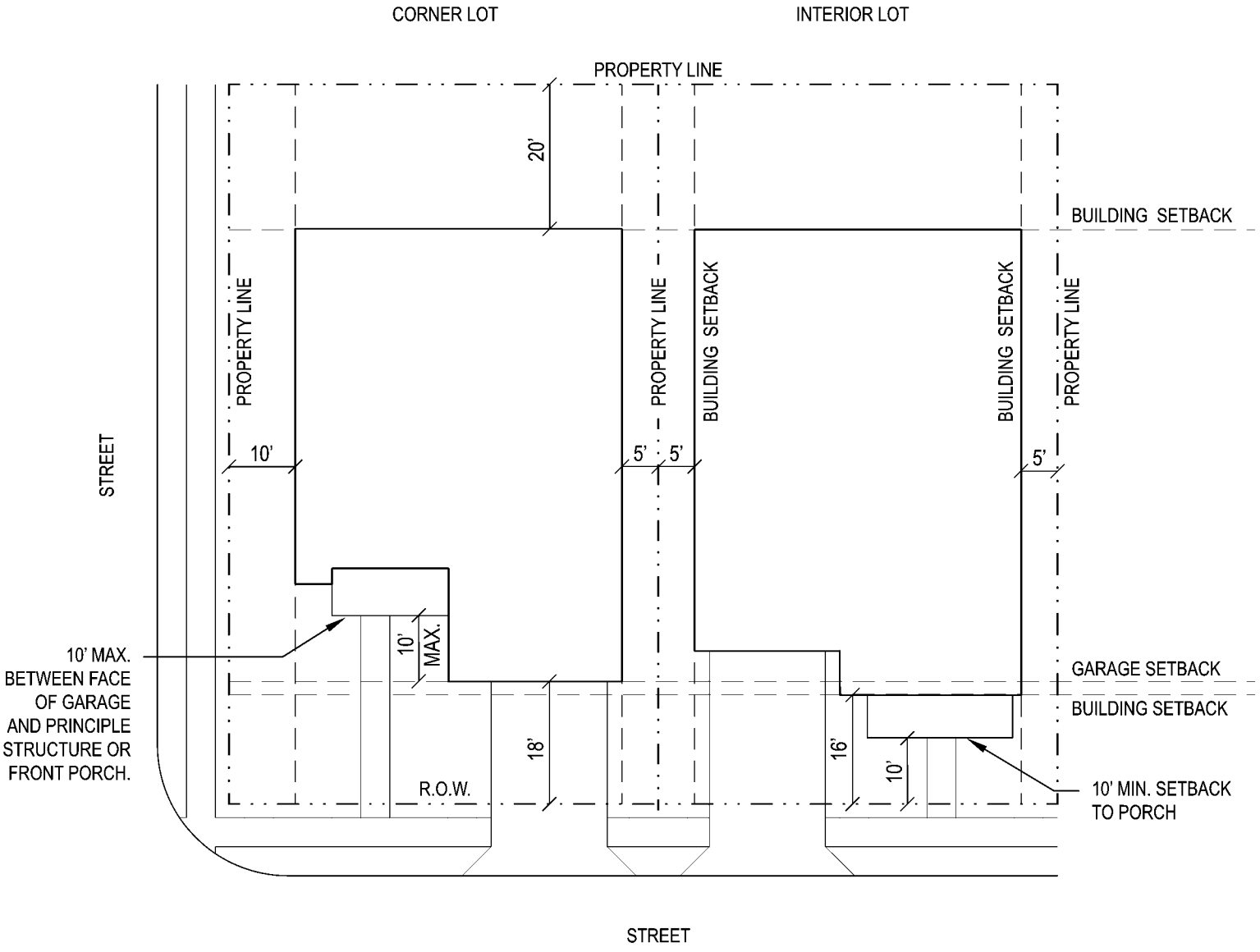
Victorian - Color Palette



Urban Yard Home

SETBACKS - GARAGE FORWARD - TYPICAL

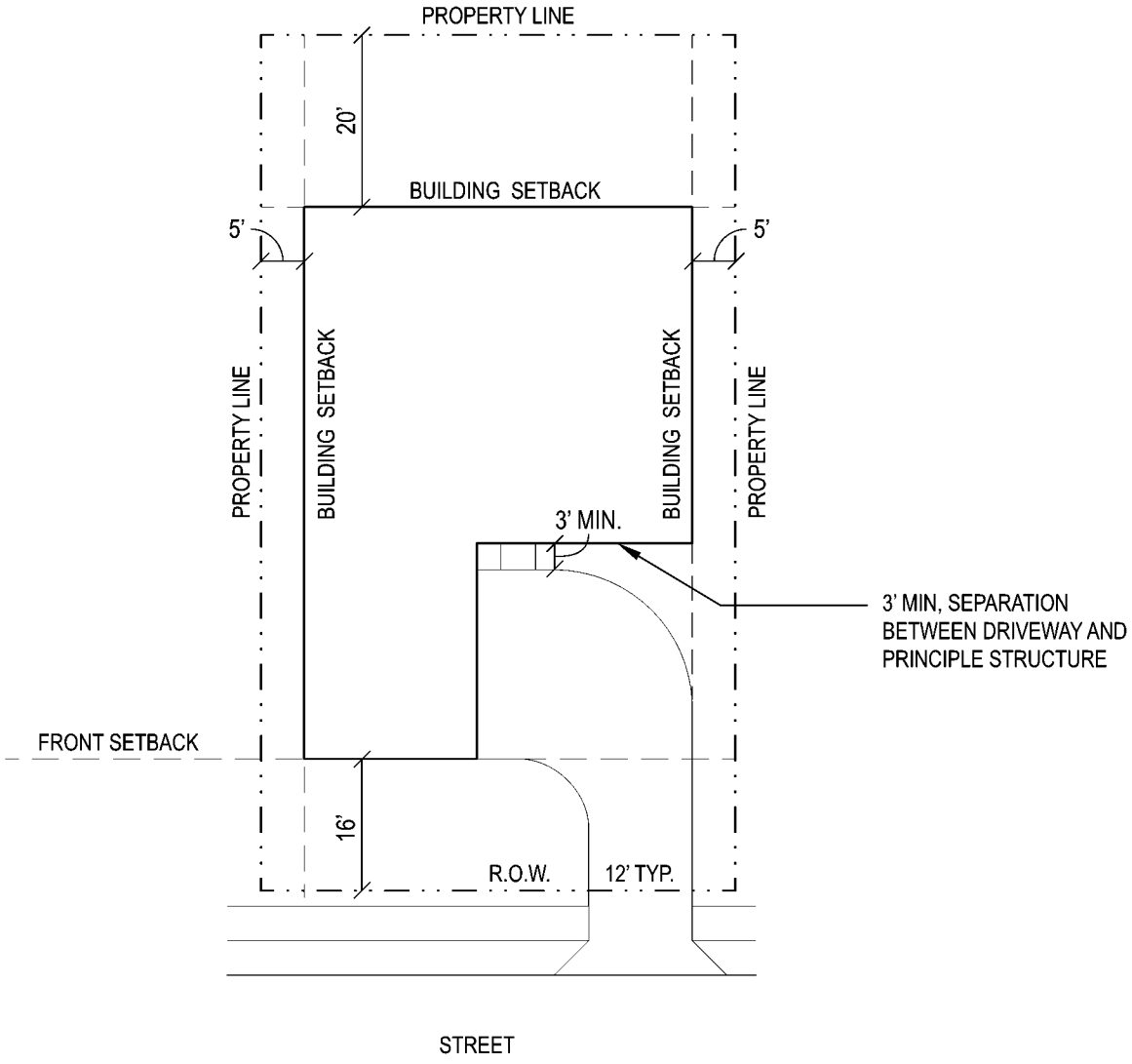
SCALE: NTS



Urban Yard Home

SETBACKS - GARAGE FORWARD - SWING-IN CONFIGURATION

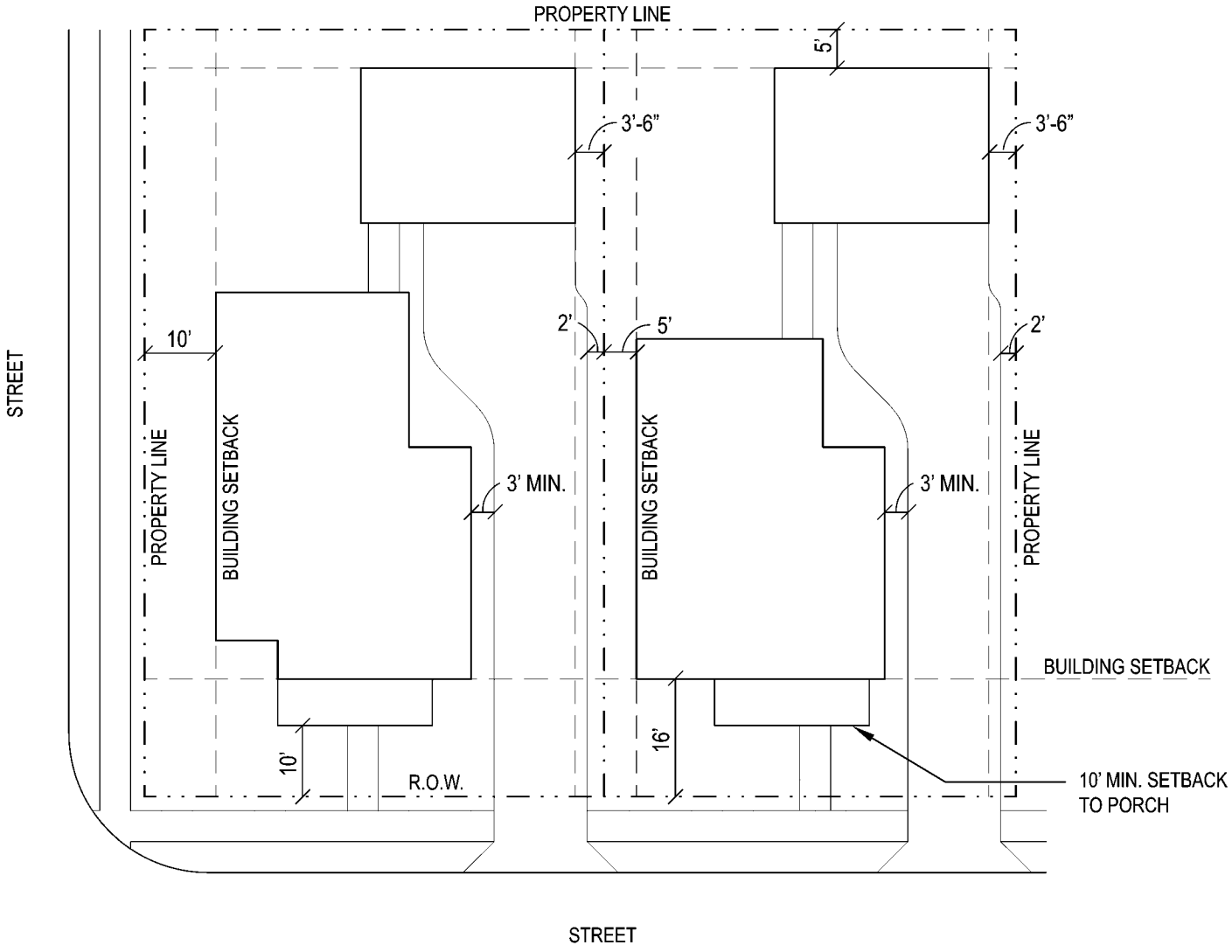
SCALE: NTS



Urban Yard Home

SETBACKS - GARAGE BACK - PULL-BY CONFIGURATION

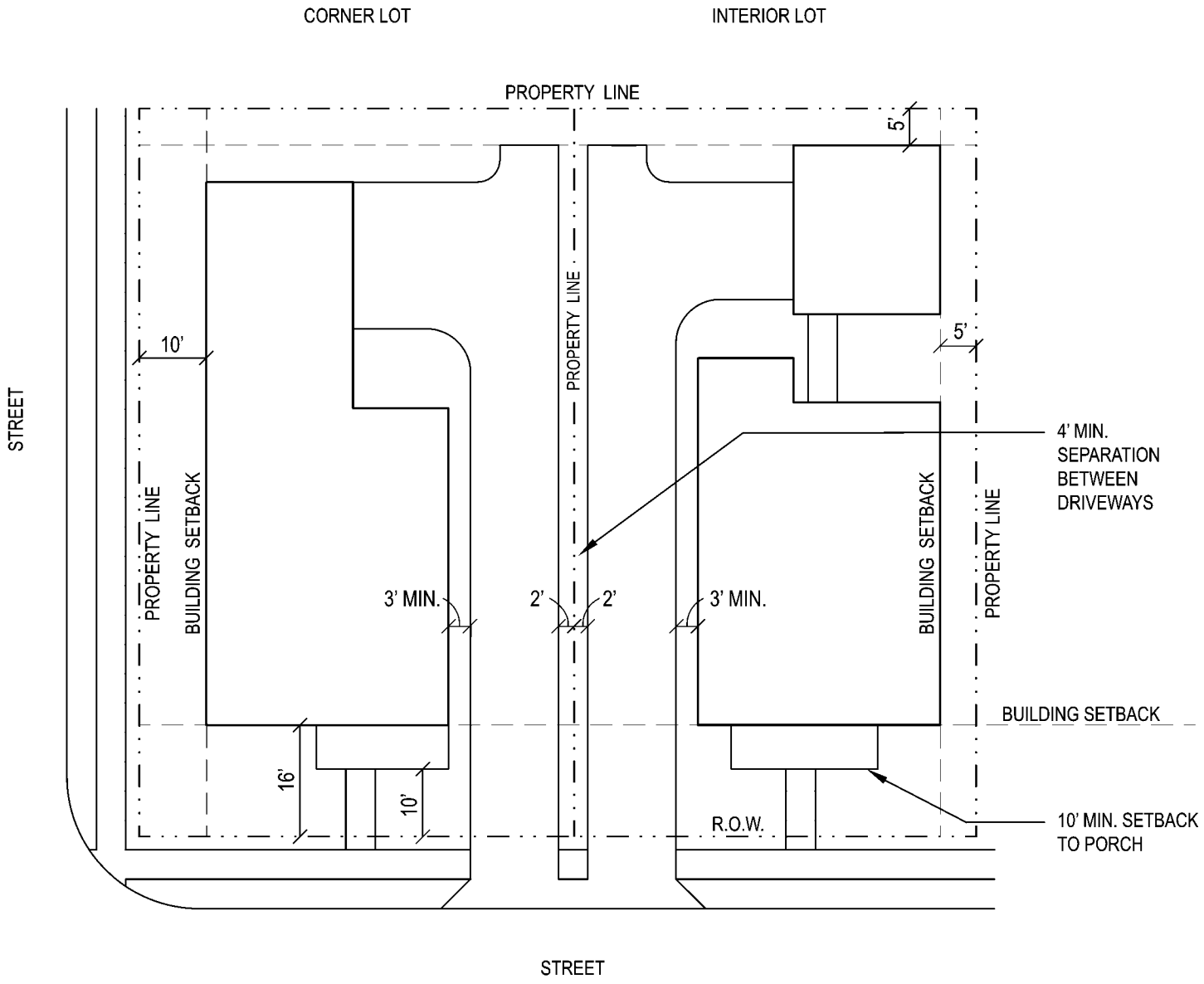
SCALE: NTS



Urban Yard Home

SETBACKS - GARAGE BACK - SIDE ENTRY CONFIGURATION

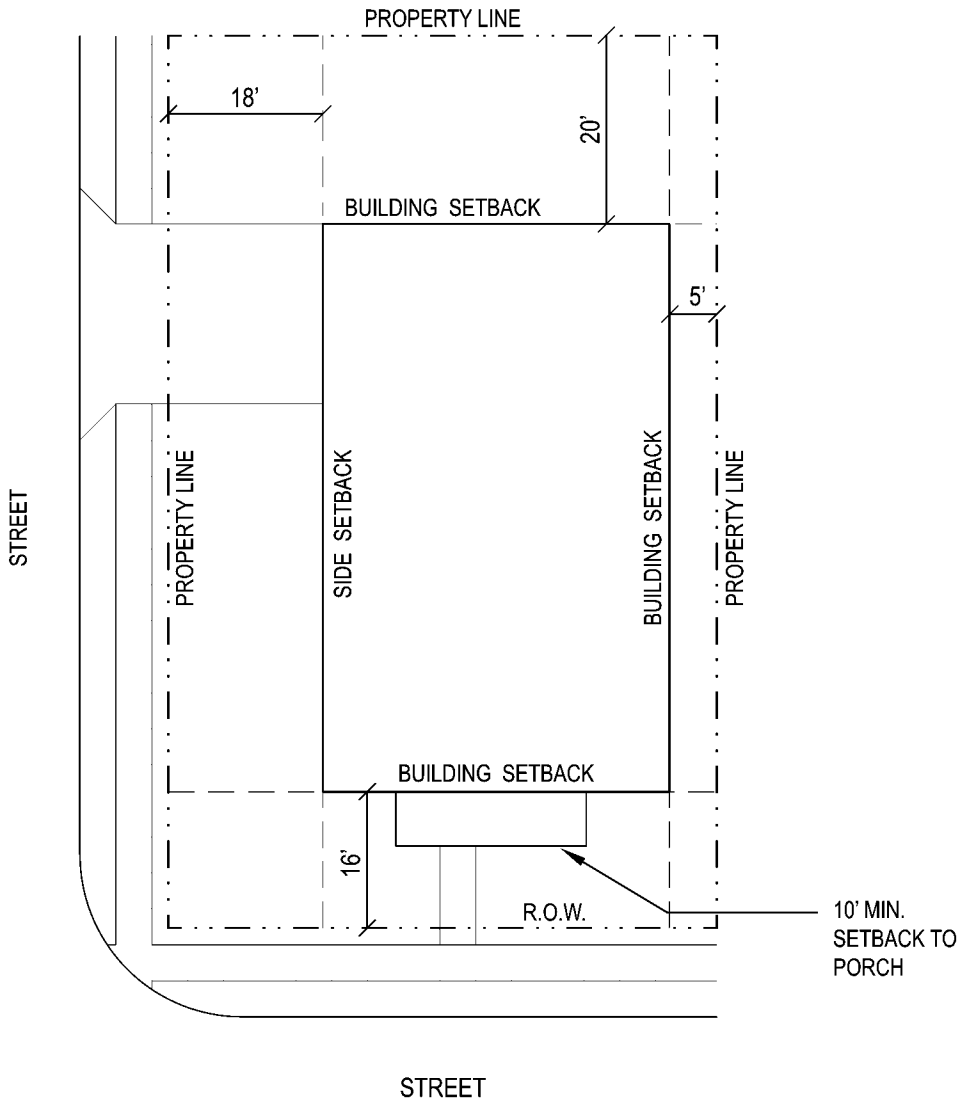
SCALE: NTS



Urban Yard Home

SETBACKS - GARAGE BACK - SIDE ENTRY (CORNER LOT) CONFIGURATION

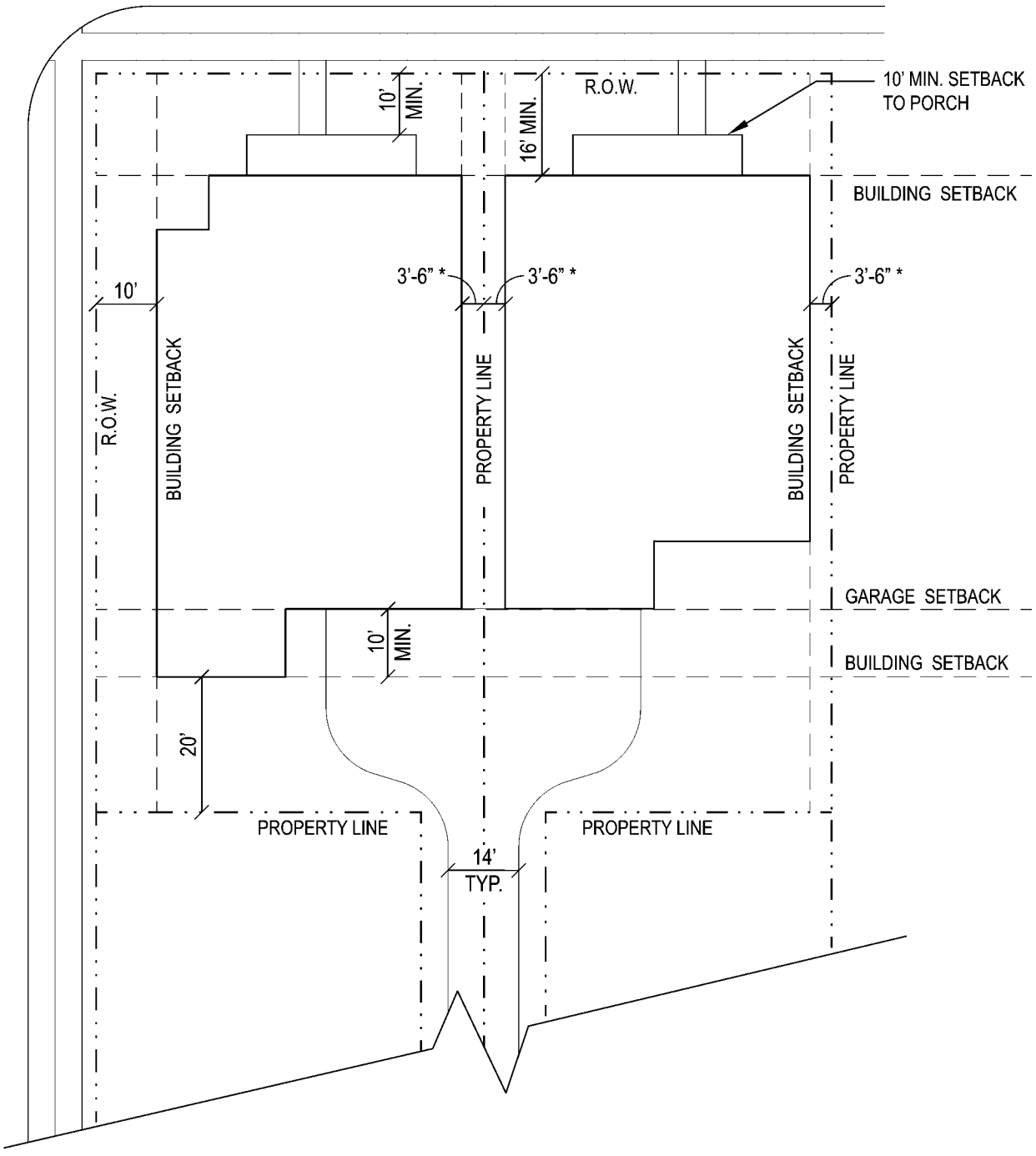
SCALE: NTS



Motor Court Home

SETBACKS - LOT TYPE A - PULL-IN ENTRY CONFIGURATION

SCALE: NTS



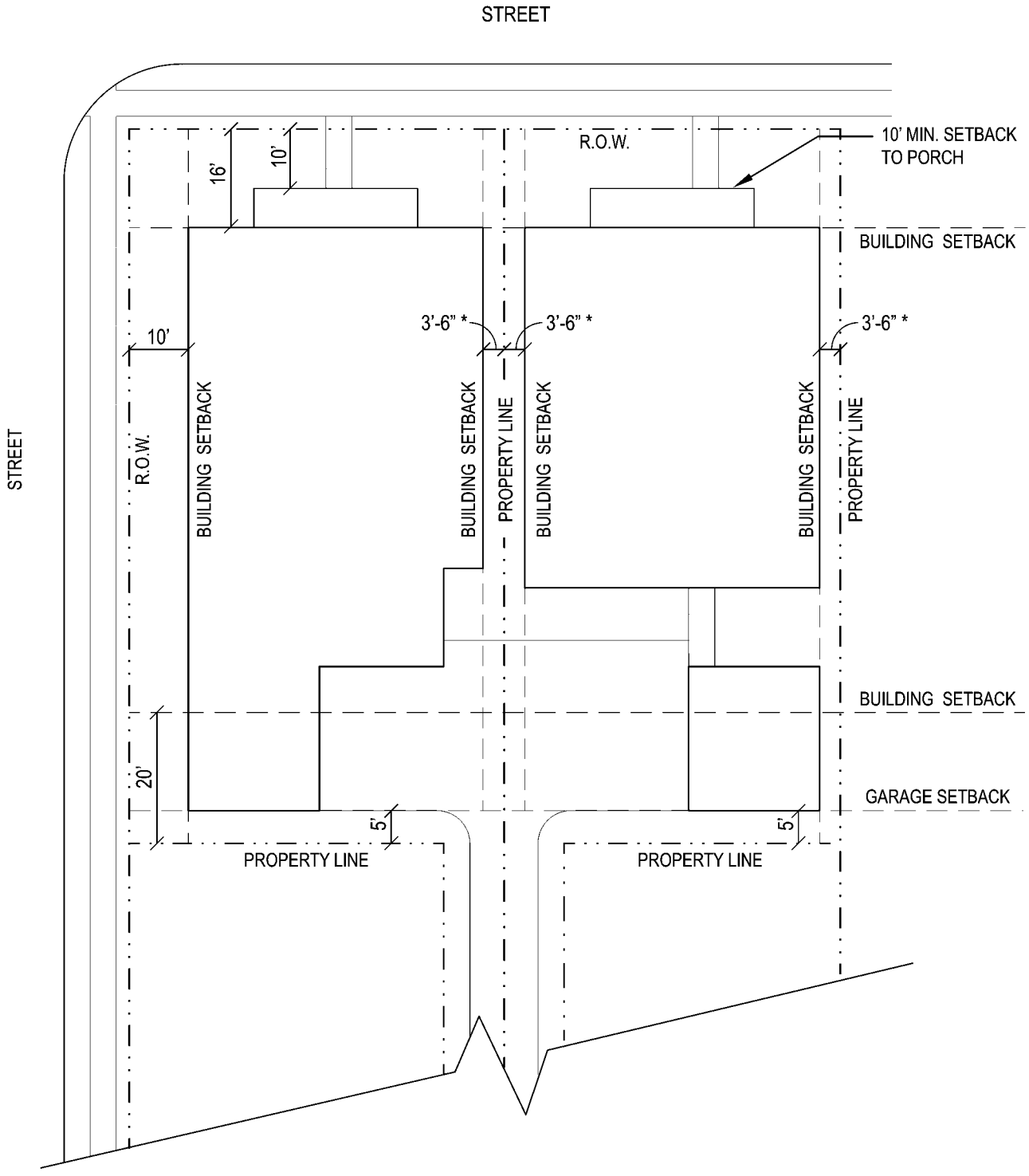
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Motor Court Home

SETBACKS - LOT TYPE A - SIDE ENTRY CONFIGURATION

SCALE: NTS



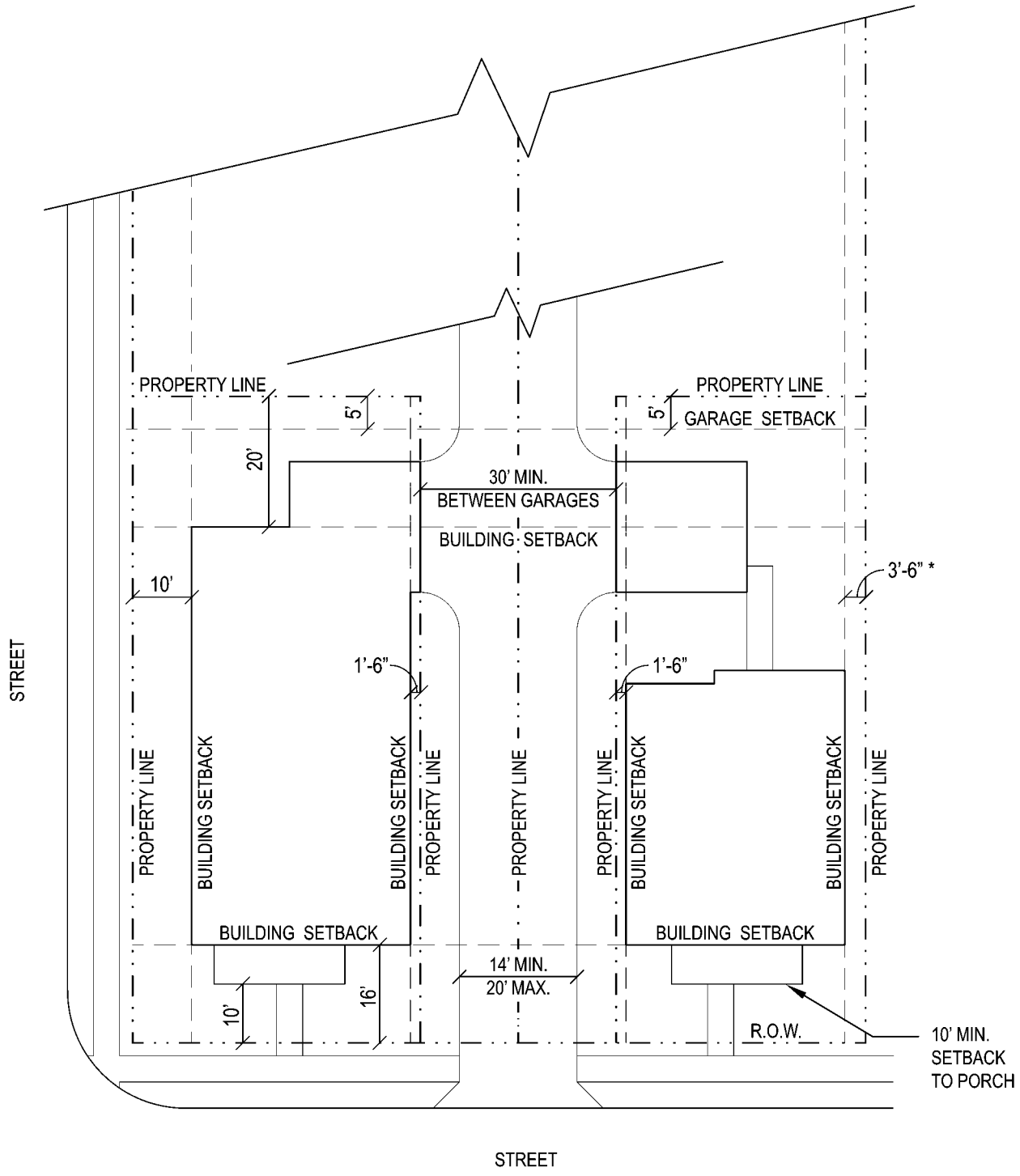
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Motor Court Home

SETBACKS - LOT TYPE B - SIDE ENTRY CONFIGURATION (OPTION 1)

SCALE: NTS



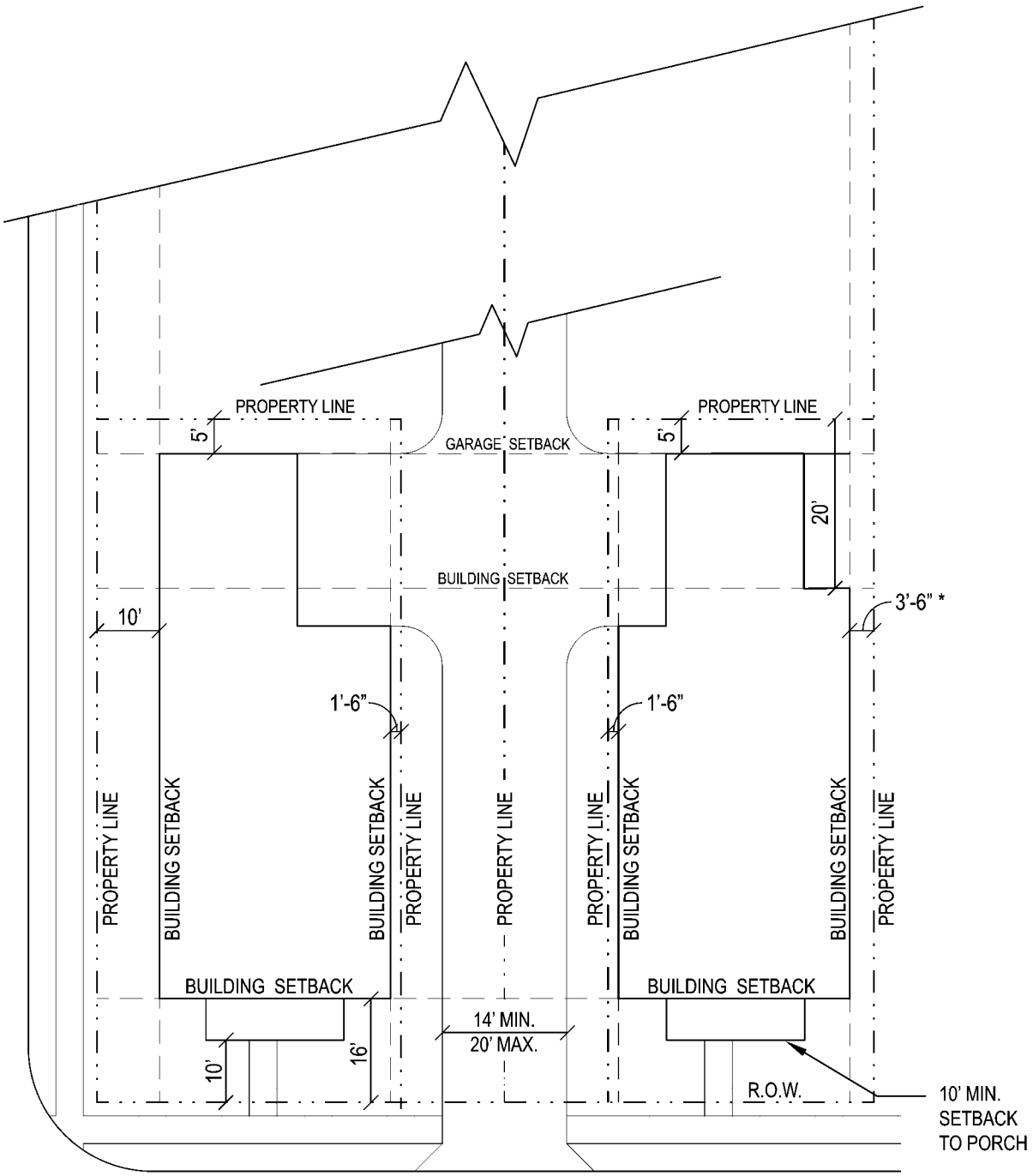
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Motor Court Home

SETBACKS - LOT TYPE B - SIDE ENTRY CONFIGURATION (OPTION 2)

SCALE: NTS



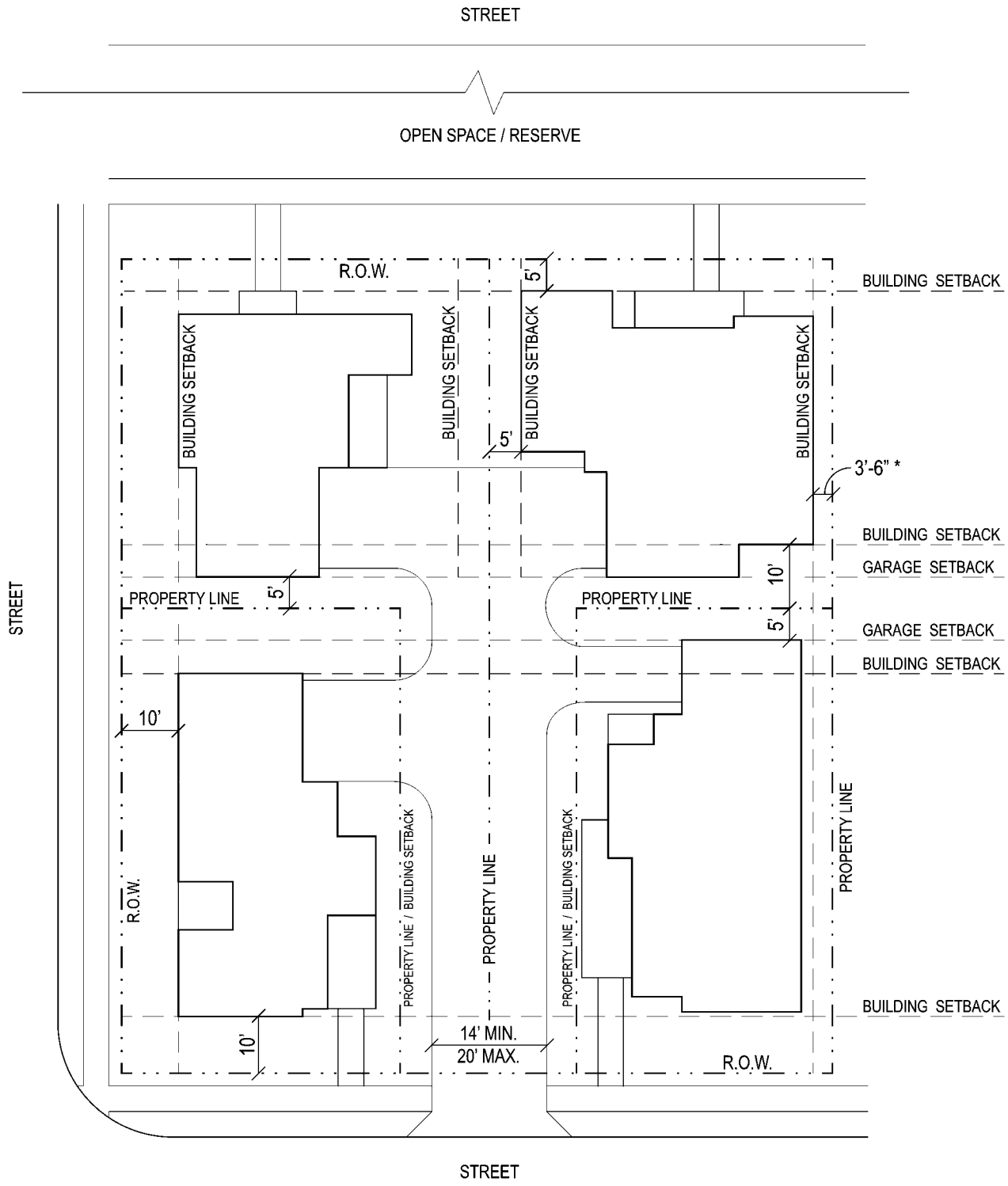
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Mini Motor Court Home

SETBACKS - MINI MOTOR COURT - TYPICAL

SCALE: NTS



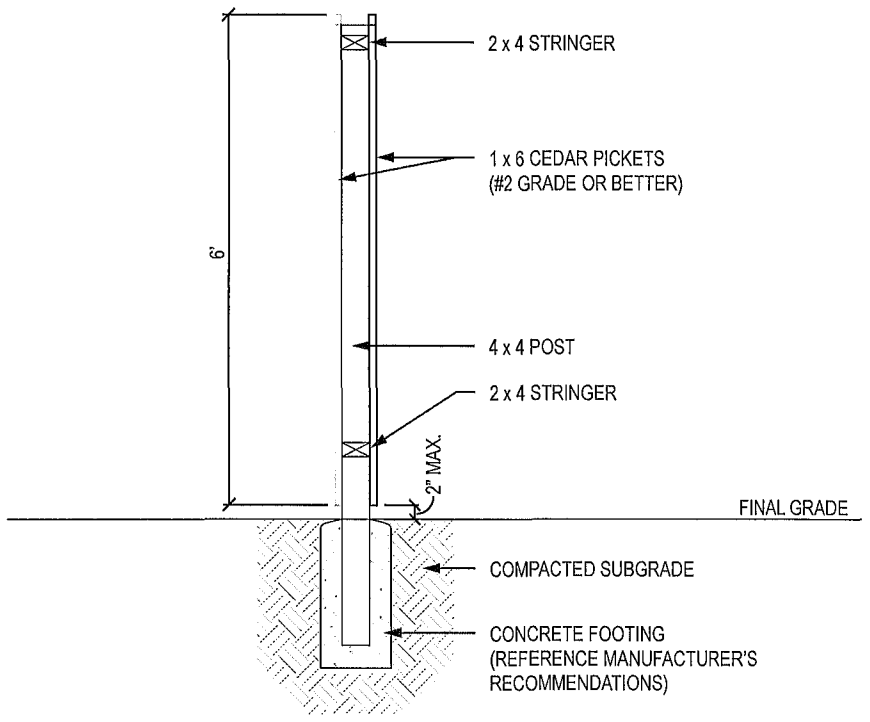
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

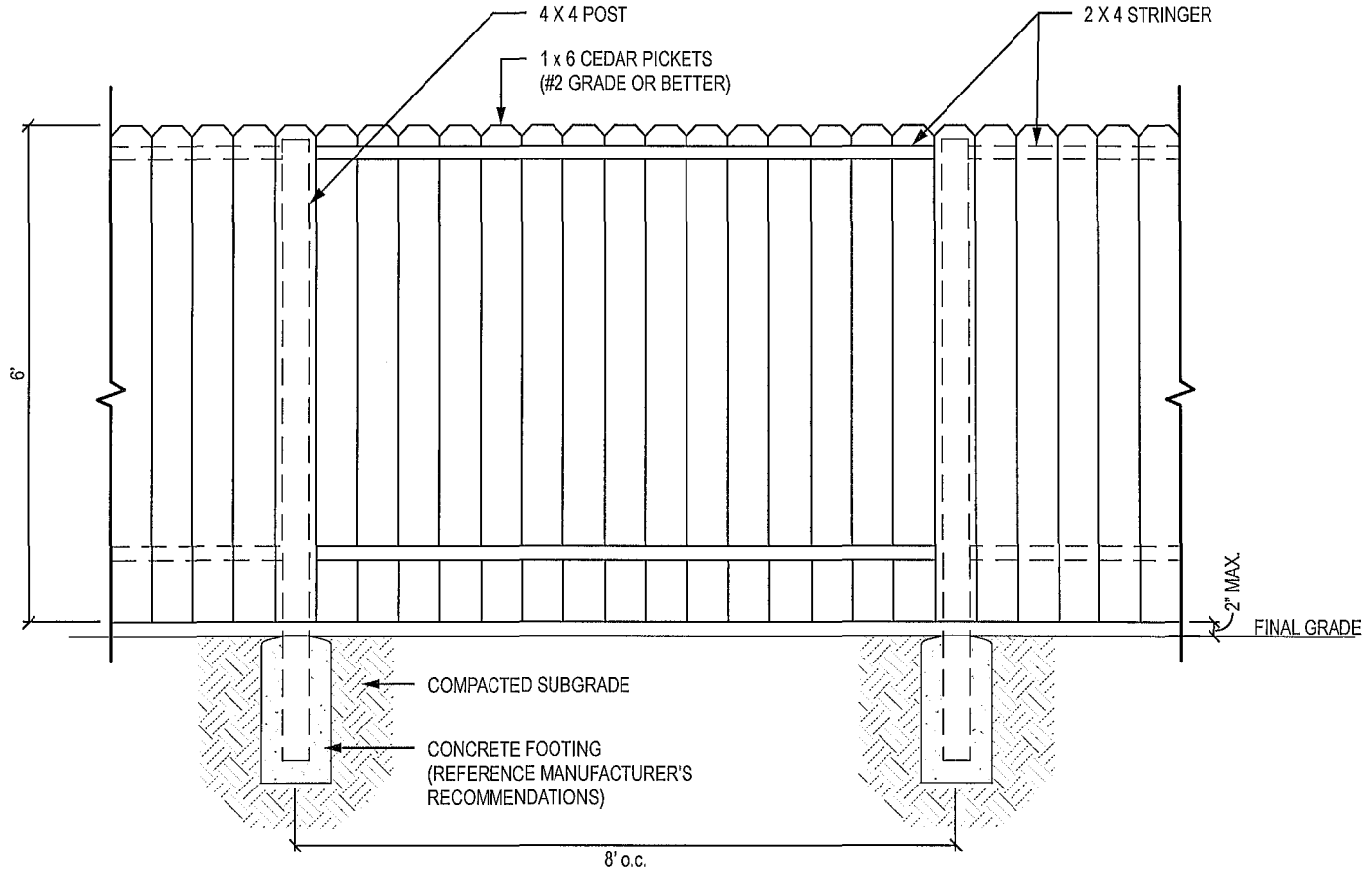
1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

FENCE DETAIL: 6' WOOD, GOOD NEIGHBOR

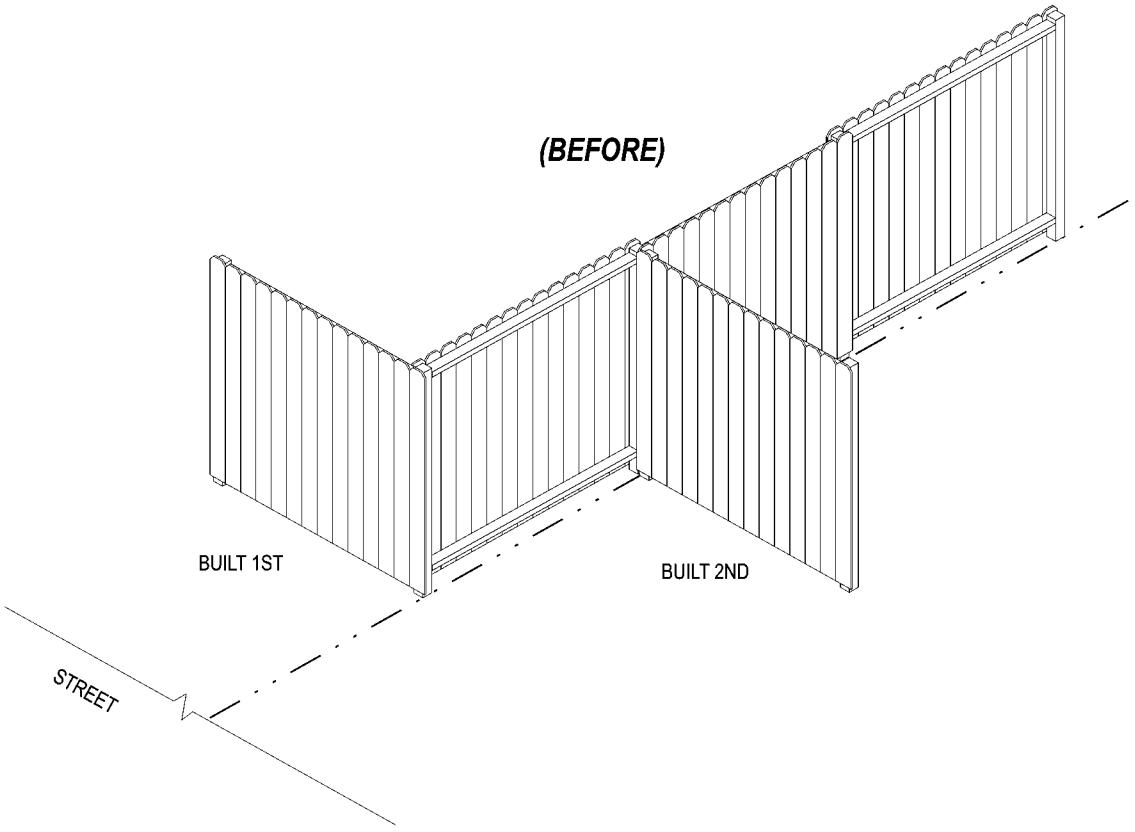
SCALE: NTS

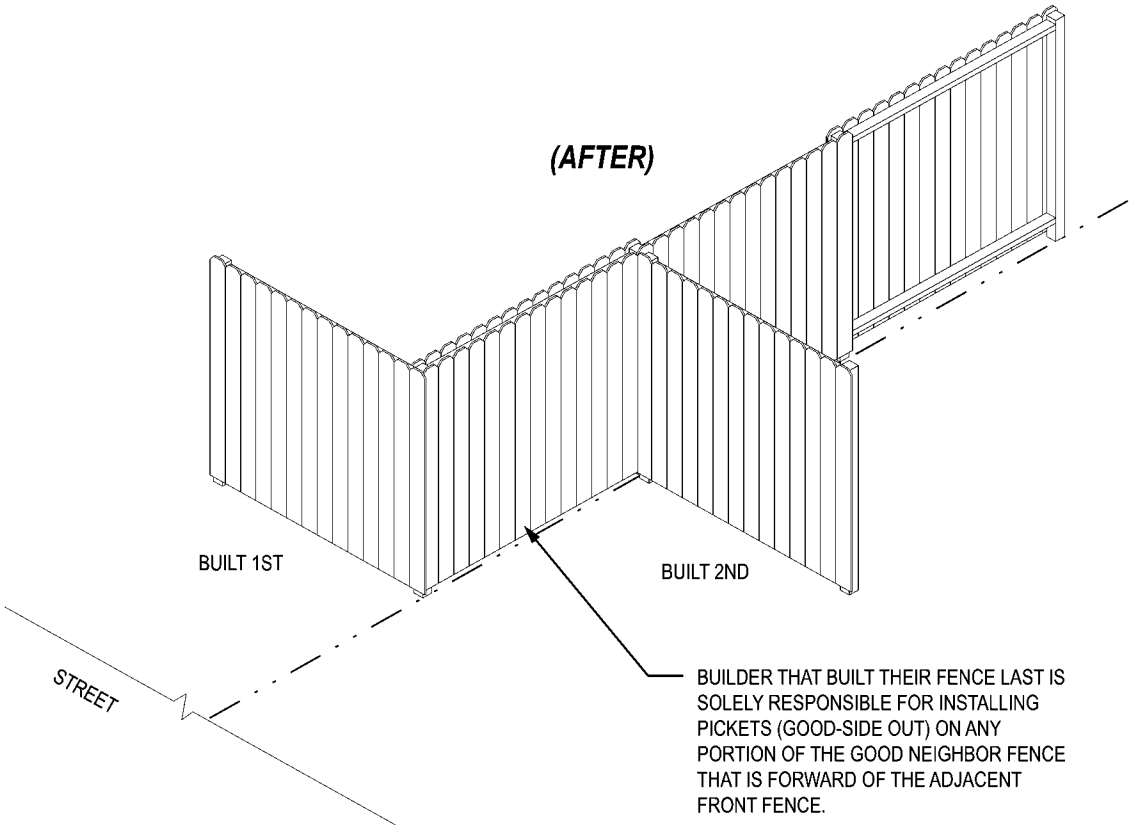
C1





FENCE DETAIL: 6' WOOD, GOOD NEIGHBOR (SOLID PICKET RETURN - OFFSET NEIGHBORING FRONT FENCES)
SCALE: NTS

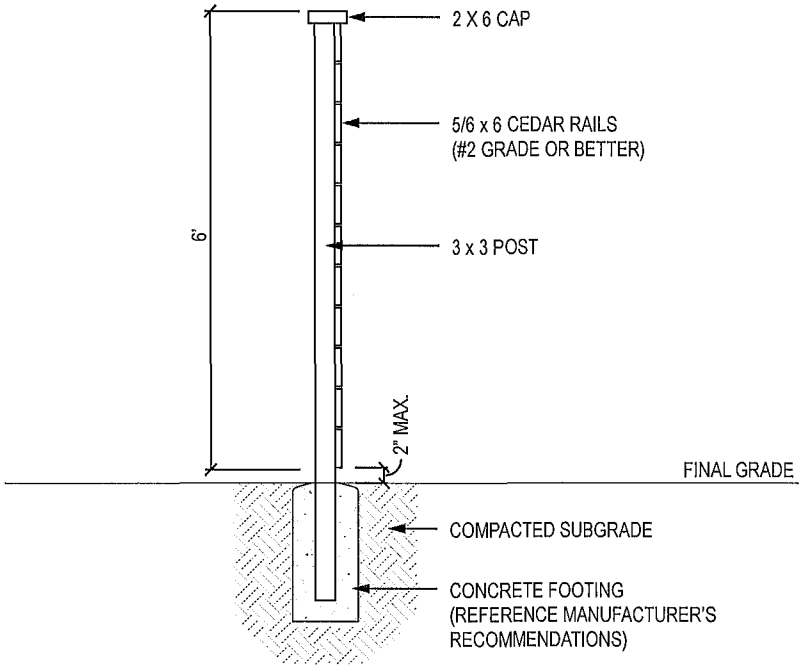


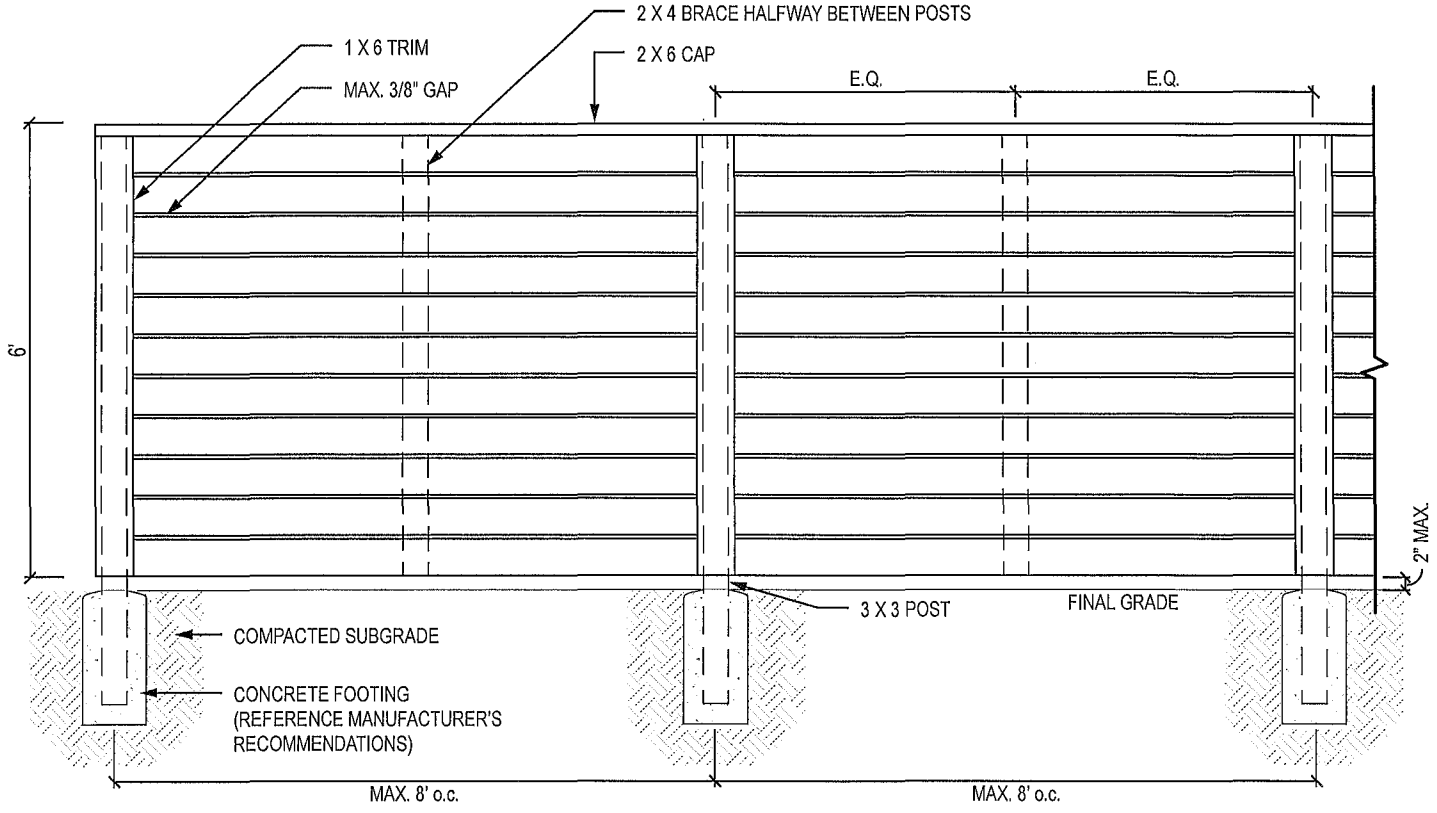


FENCE DETAIL: 6' WOOD, HORIZONTAL

SCALE: NTS

C3

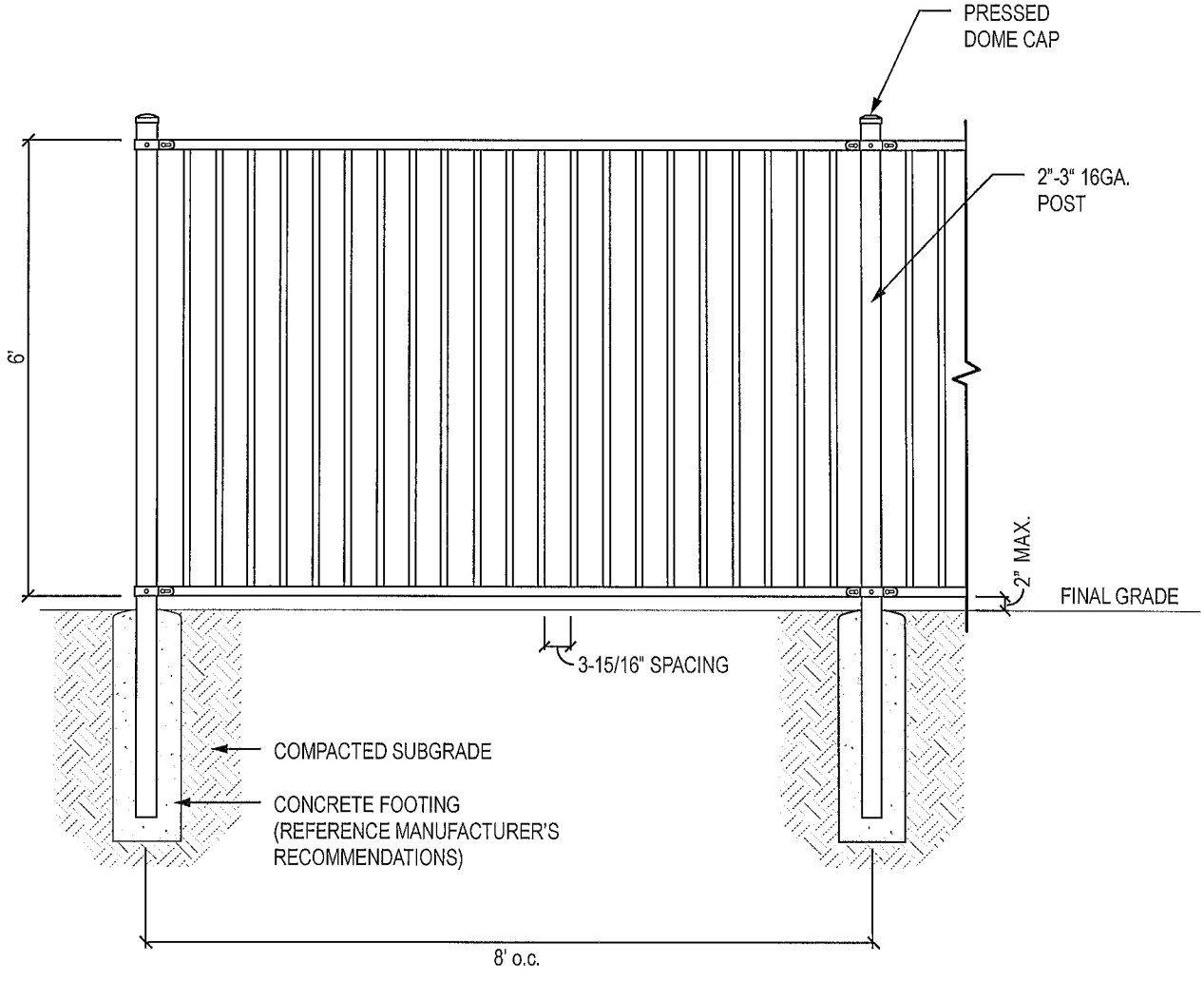




FENCE DETAIL: 6' METAL

SCALE: NTS

C4



NOTES

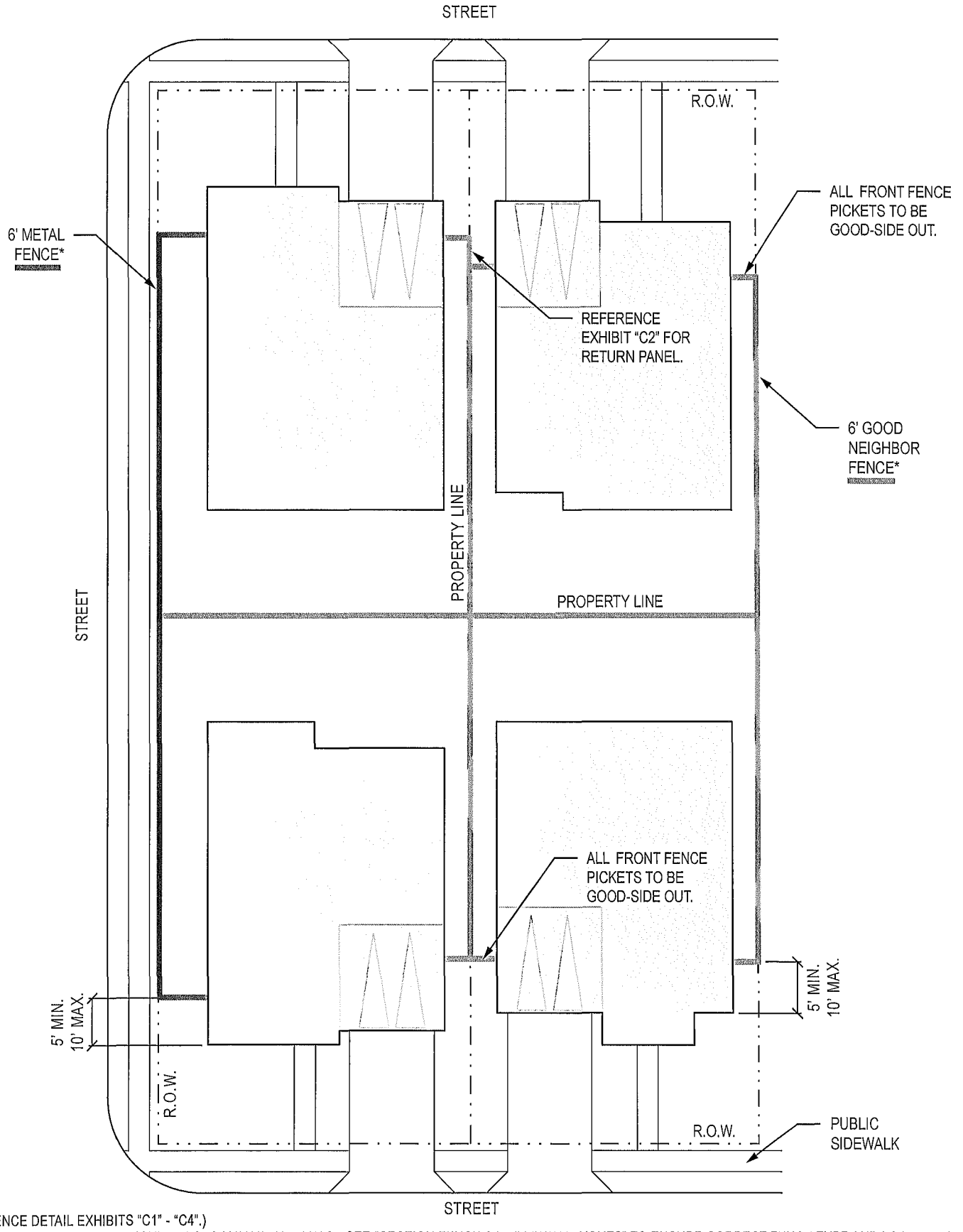
1. ALL FENCES SHALL BE POOL BARRIER COMPLIANT.
2. ALL METAL FENCING WILL BE OF A MANUFACTURED PRODUCT THAT USES PRE-GALVANIZED STEEL WITH A ZINC RINSE AND A BLACK POWDER COAT FINISH. ALL METAL FENCING WILL BE OF A DESIGN THAT ALLOWS IT TO EASILY ACCOMMODATE CHANGES IN ELEVATION BY USE OF A RACKABLE SYSTEM.
3. ALL METAL FENCING WILL HAVE A FLUSH MOUNT RAILS (FLAT TOP, FLAT BOTTOM). ALL METAL FENCING WILL HAVE A MINIMUM TWENTY (20) YEAR MANUFACTURER WARRANTY.
4. CERTAIN METAL FENCES WILL BE INSTALLED BY THE DEVELOPER. (REFERENCE "SECTION FENCE & DRIVEWAY LAYOUTS" AVAILABLE ONLINE AT WWW.KENANDERSON.COM > RESIDENTIAL > EASTON PARK.

Urban Yard Home

FENCING - GARAGE FORWARD - BACK TO BACK LOTS

SCALE: NTS

C5



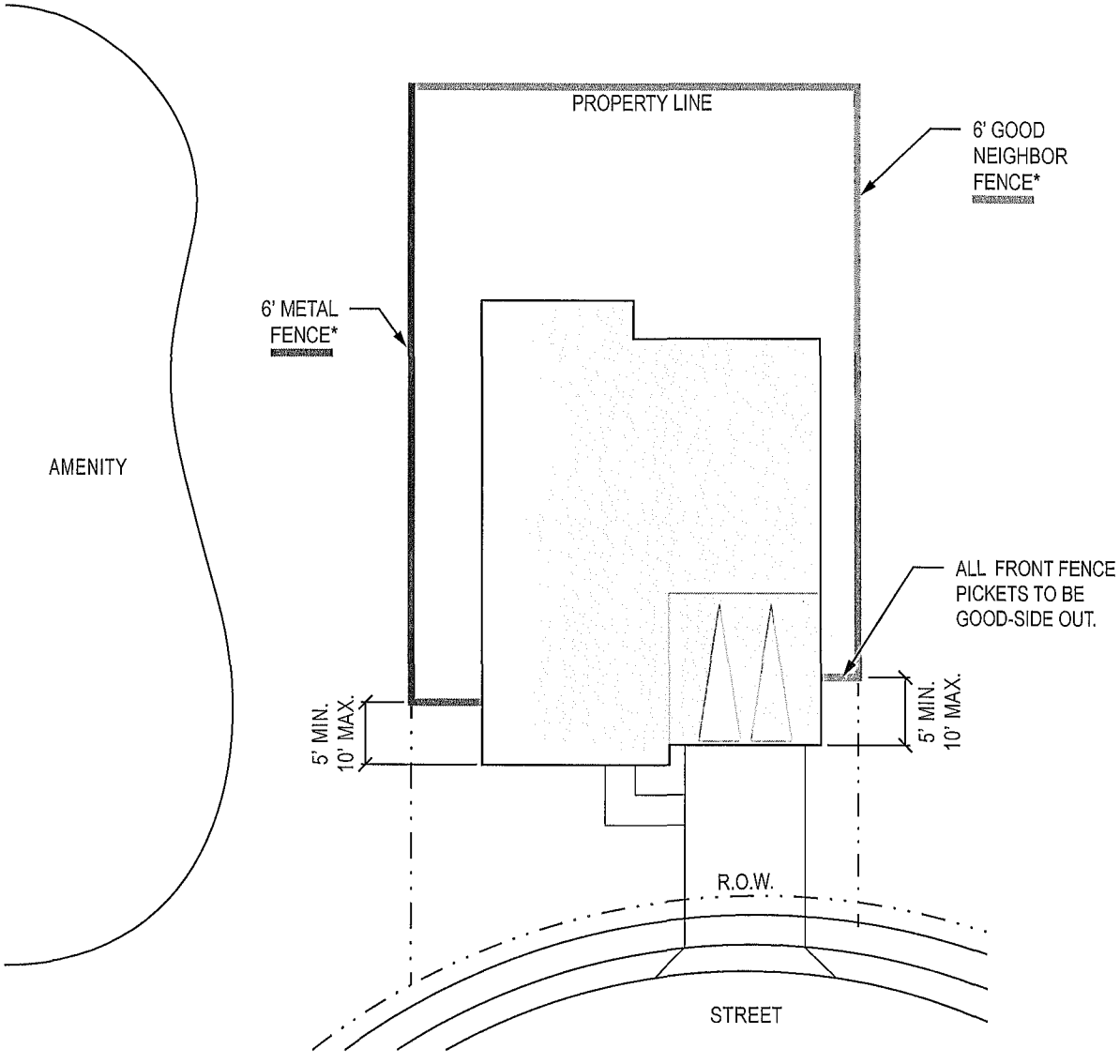
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - SIDE AMENITY

SCALE: NTS

C6



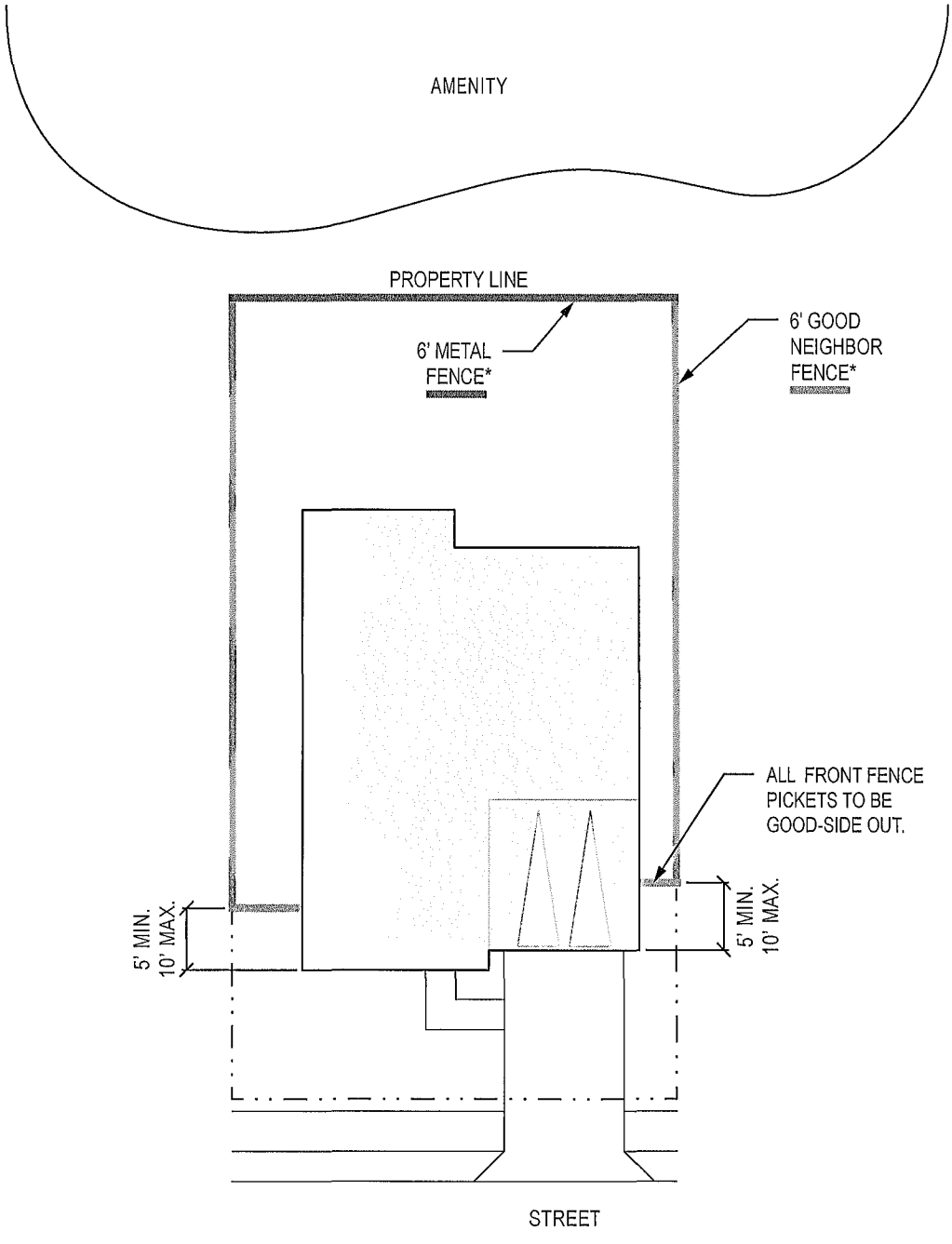
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - REAR AMENITY

SCALE: NTS

C7



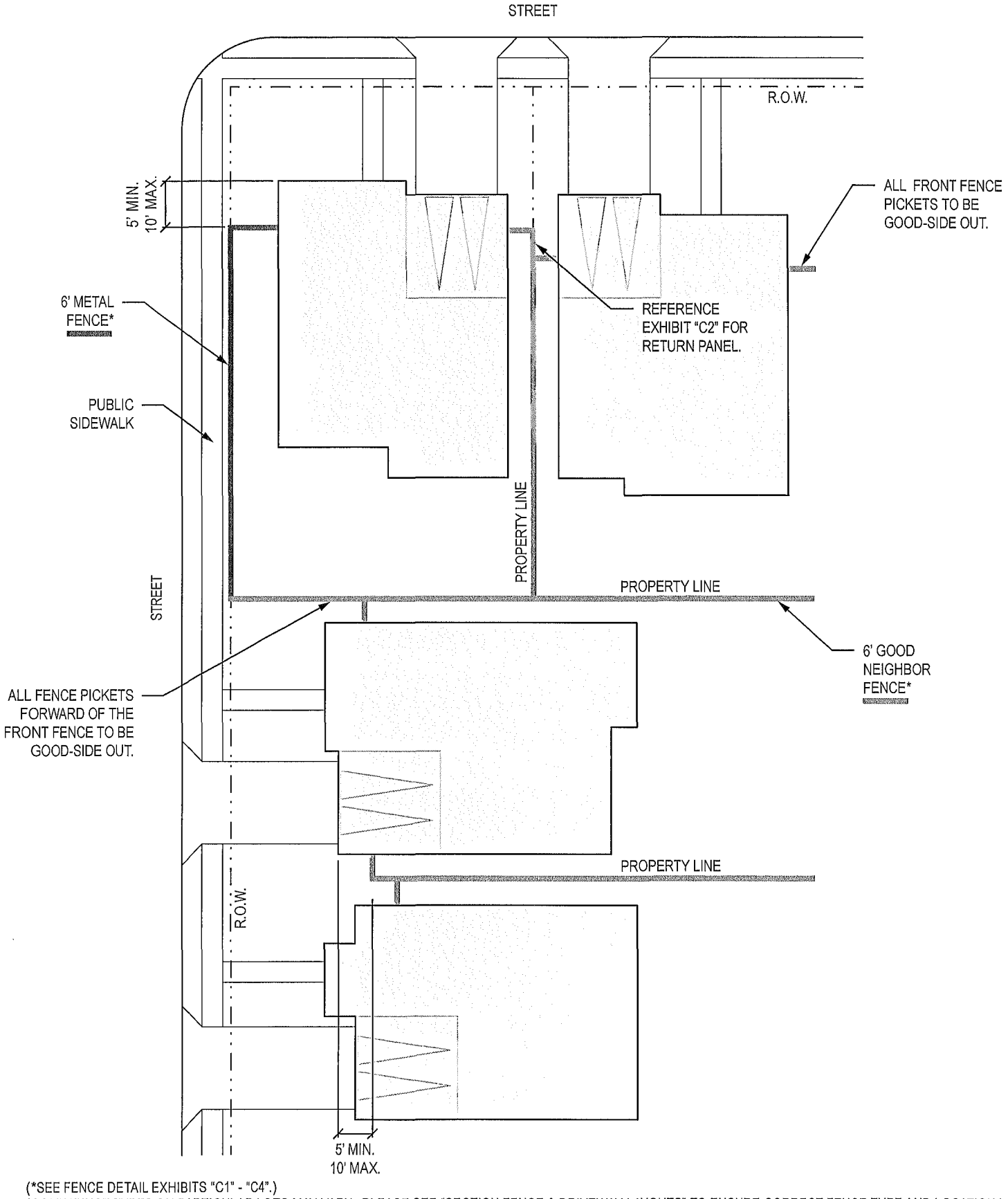
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - GARAGE FORWARD - PERPENDICULAR CORNER LOT

SCALE: NTS

C8



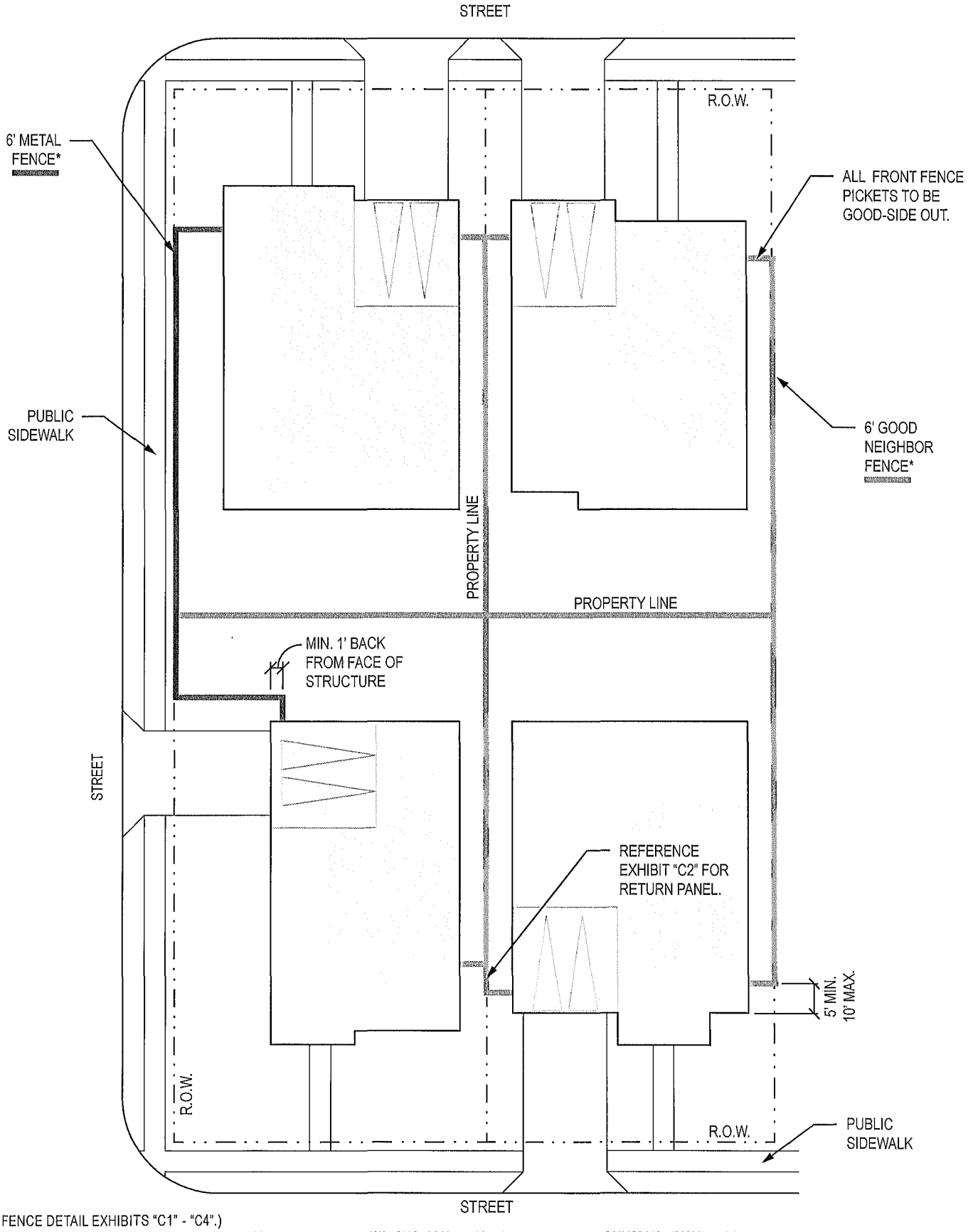
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - GARAGE BACK - CORNER LOT - SIDE ENTRY

SCALE: NTS

C9



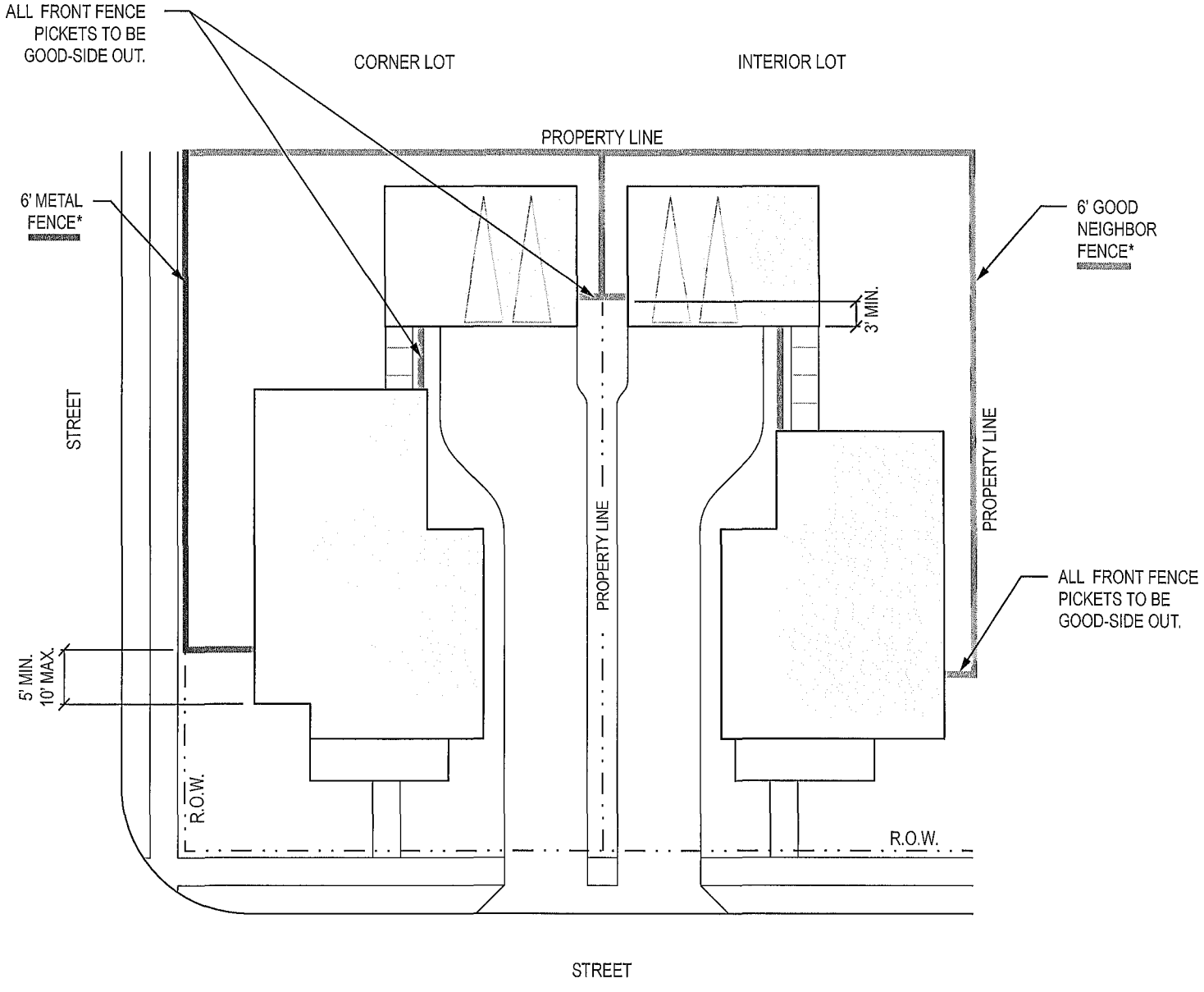
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - GARAGE BACK - PULL-BY CONFIGURATION

SCALE: NTS

C10



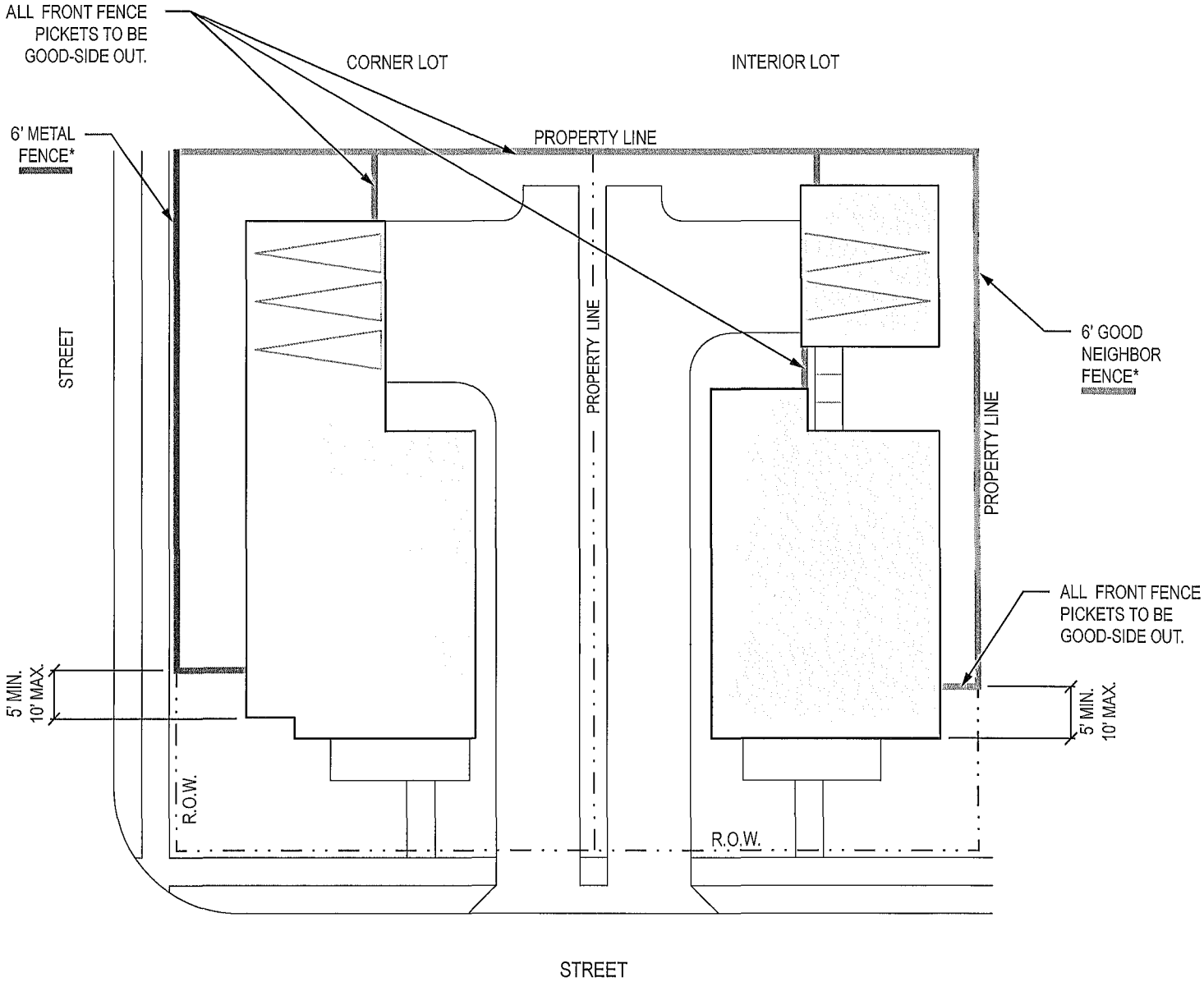
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - GARAGE BACK - SIDE ENTRY CONFIGURATION

SCALE: NTS

C11



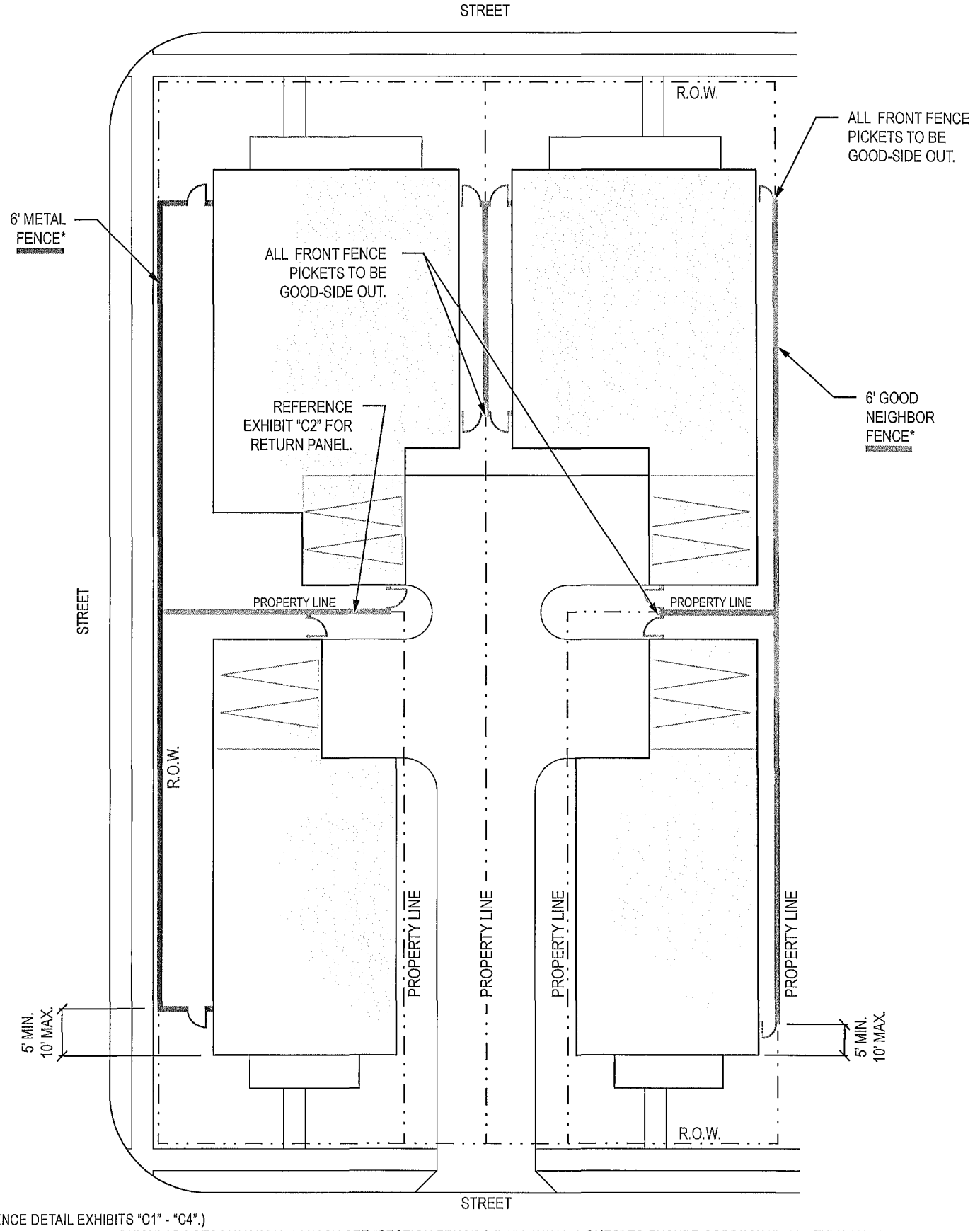
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Motor Court Home

FENCING

SCALE: NTS

C12



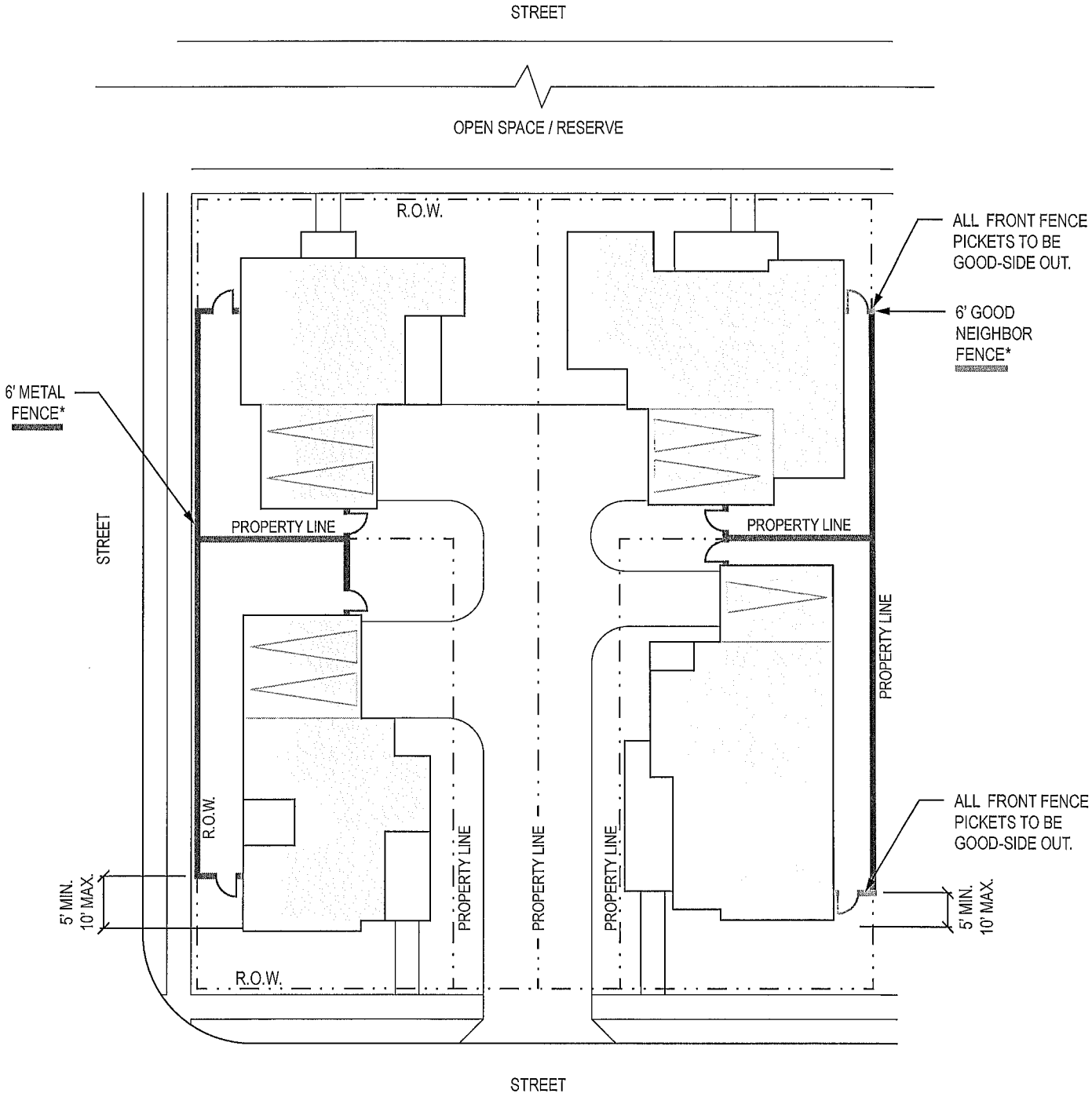
(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Mini Motor Court Home

FENCING - MINI MOTOR COURT - TYPICAL

SCALE: NTS

C13



(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

SECTION FENCE & DRIVEWAY LAYOUTS

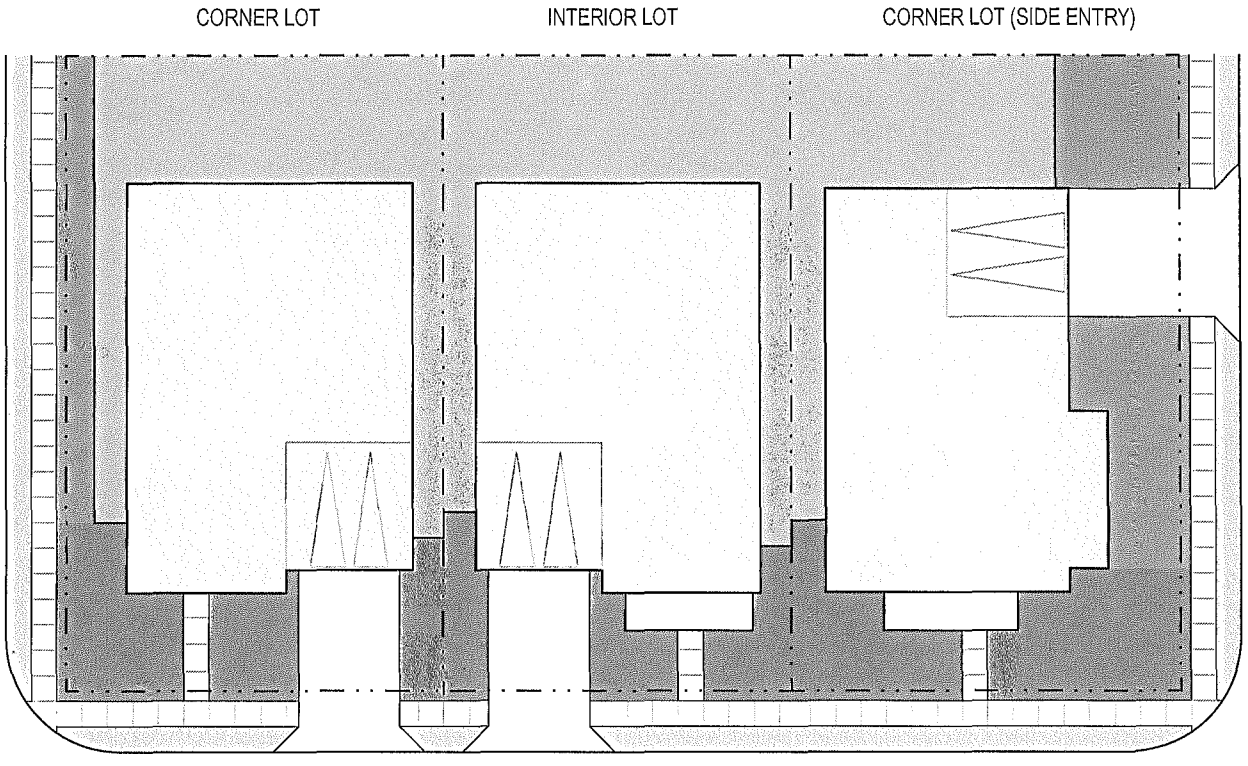
Section Fence & Driveway Layouts are available at www.KenAnderson.com > Residential > Easton Park

Urban Yard Home

LANDSCAPING: YARD ZONES

SCALE: NTS

D1



FRONT YARD

REAR YARD

SIDE YARD

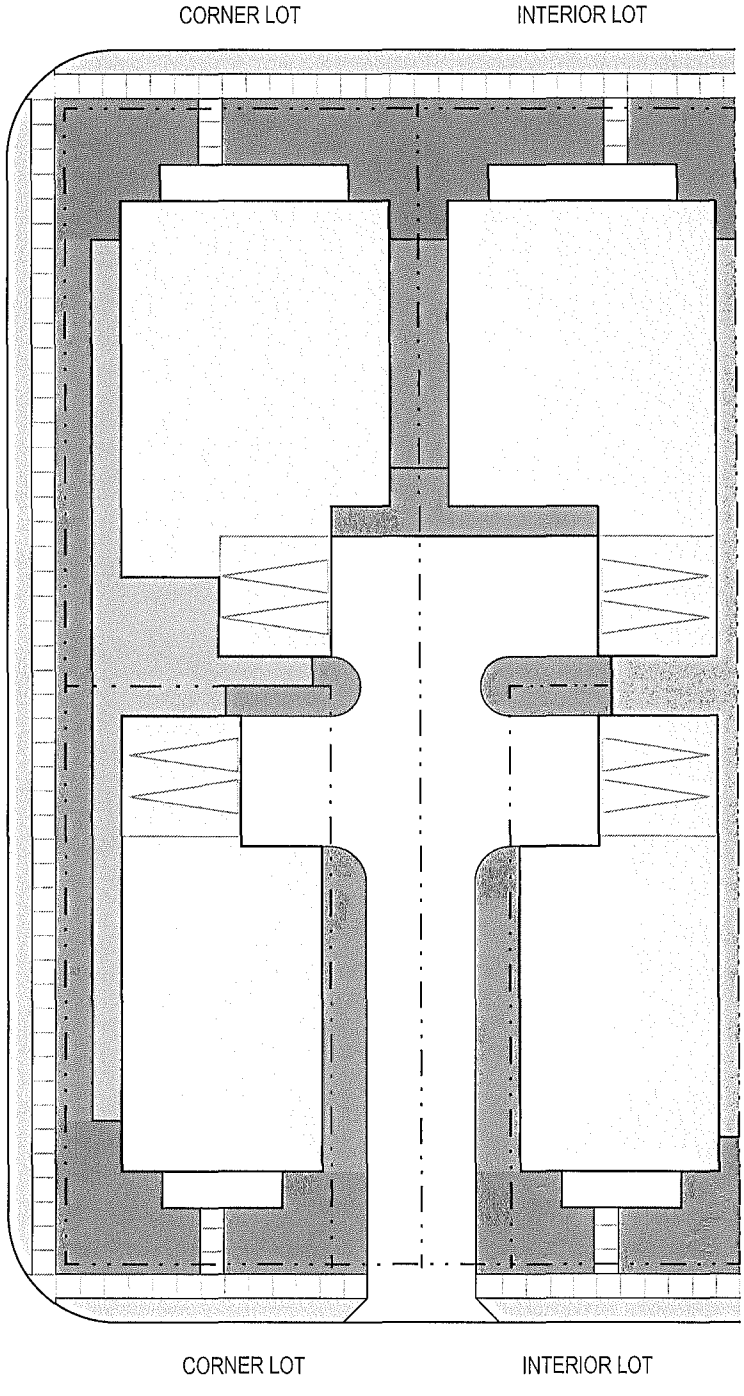
PARKWAY STRIP

Motor Court & Mini Motor Court Home

LANDSCAPING: YARD ZONES

SCALE: NTS

D2



FRONT YARD

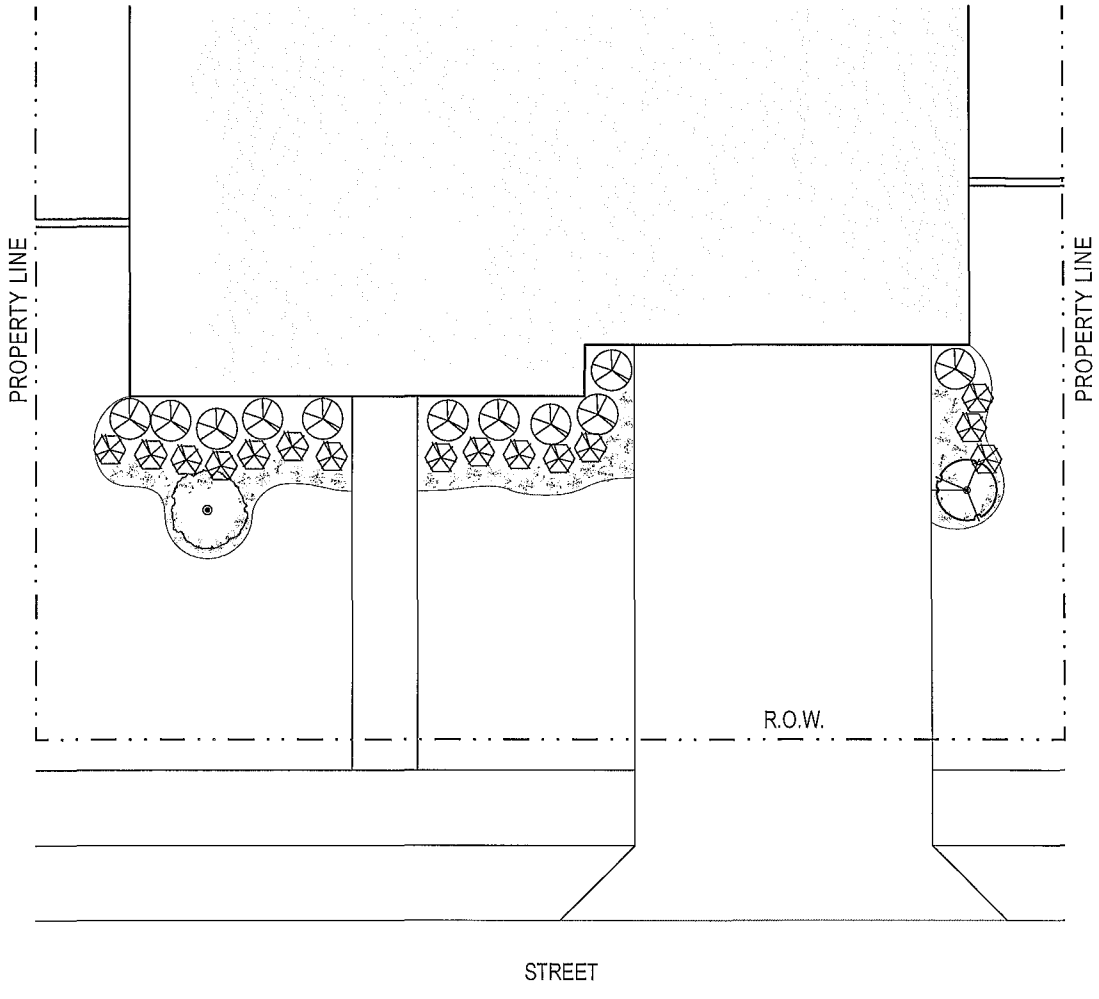
REAR YARD

SIDE YARD

PARKWAY STRIP

LANDSCAPE REQUIREMENT: FRONT YARD
SCALE: NTS

D3



NOTES

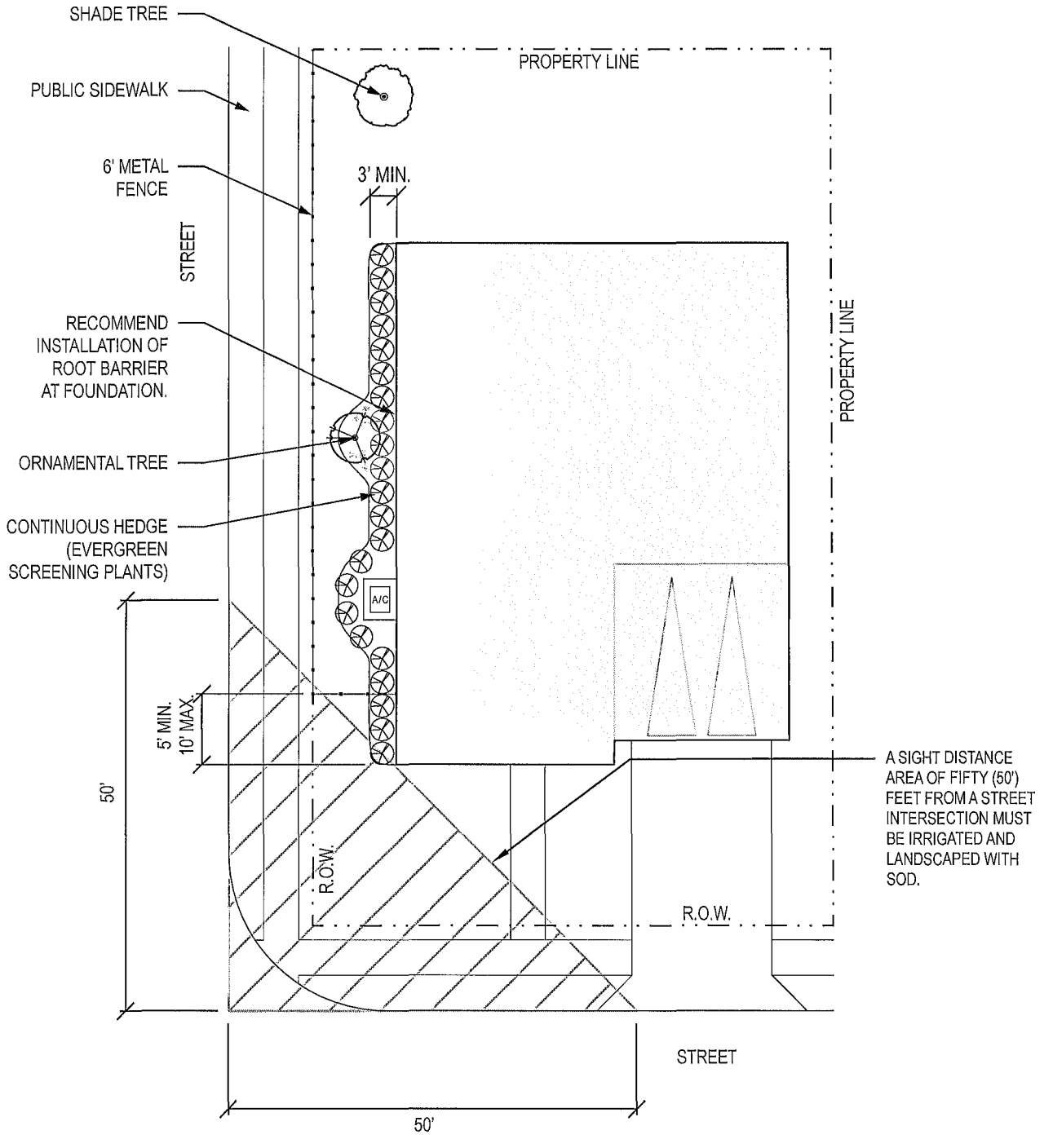
1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. FRONT YARD PLANT QUANTITY REQUIREMENTS				
LOT WIDTH(S)	TREES		HARDY SHRUBS	
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	1 GALLON	5 GALLON
45' - 50'	1	1	15	10
60'	1	1	18	12
70'	1	1	21	14

LANDSCAPE REQUIREMENT: SIDE YARD, CORNER LOT (FRONT LOADED) - TYPICAL

SCALE: NTS

D4



NOTES

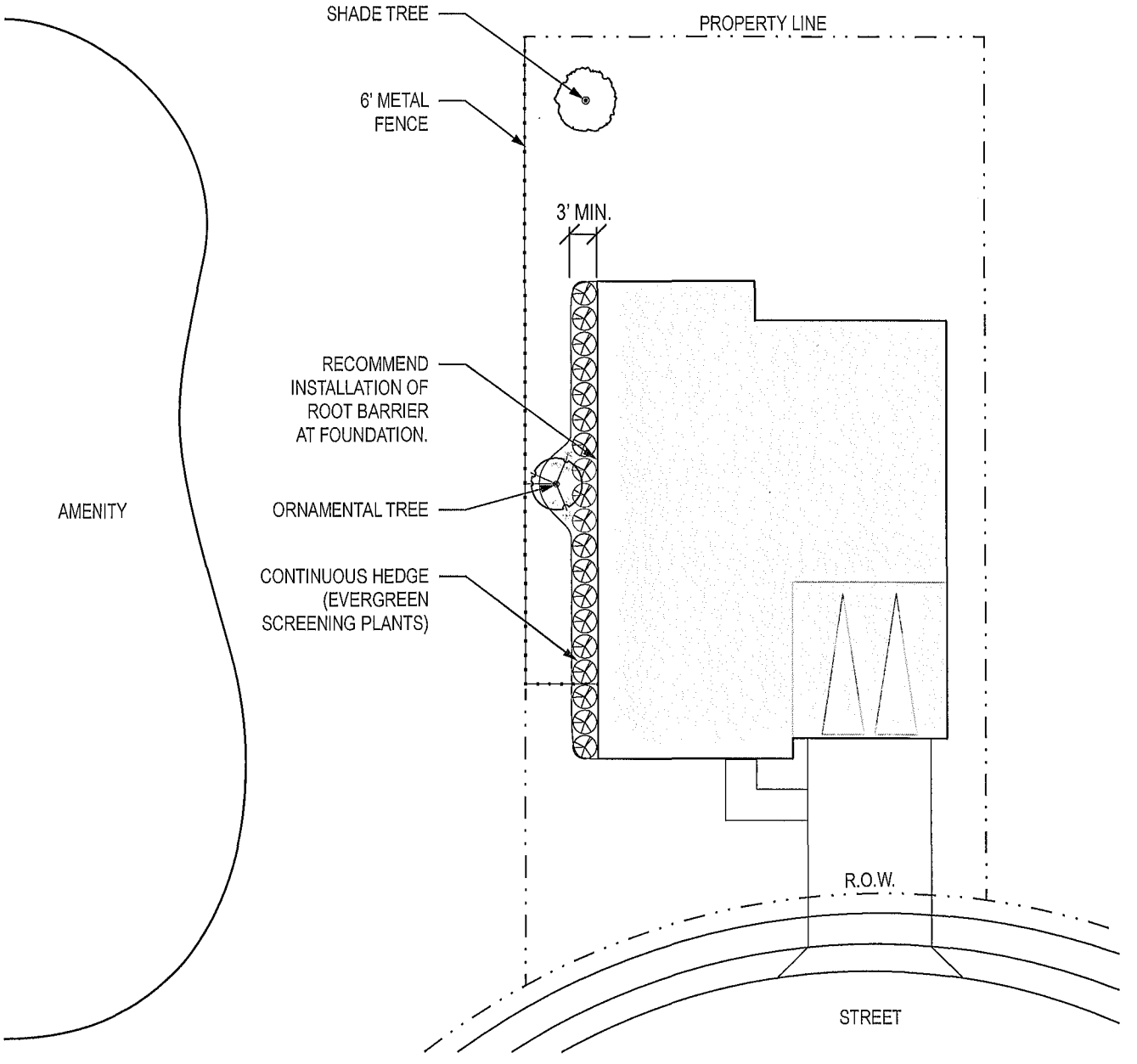
1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. SIDE YARD PLANT QUANTITY REQUIREMENTS (AT CORNER LOT)			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	24" MIN. HEIGHT AT INSTALLATION
45' - 50'	1	1	CONTINUOUS HEDGE / EVERGREEN SCREENING PLANTS)
60'	1	1	
70'	1	1	

LANDSCAPE REQUIREMENT: SIDE YARD AT AMENITY - TYPICAL

SCALE: NTS

D5



NOTES

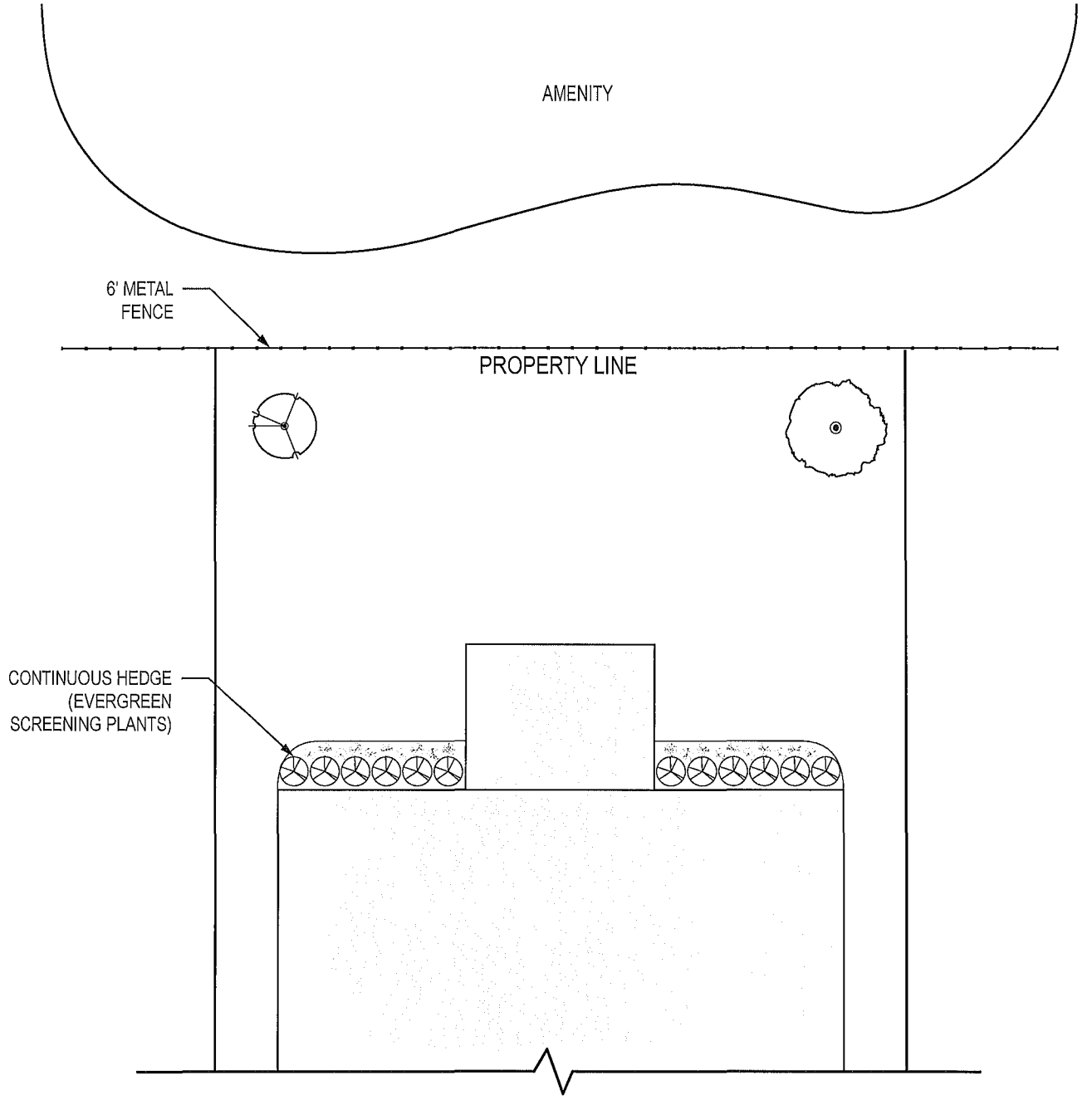
1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. SIDE YARD PLANT QUANTITY REQUIREMENTS (AT AMENITY)			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	24" MIN. HEIGHT AT INSTALLATION
45' - 50'	1	1	CONTINUOUS HEDGE / EVERGREEN SCREENING PLANTS)
60'	1	1	
70'	1	1	

LANDSCAPE REQUIREMENT: REAR YARD AT AMENITY - TYPICAL

SCALE: NTS

D6



NOTES

1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. REAR YARD PLANT QUANTITY REQUIREMENTS (AT AMENITY)			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	24" MIN. HEIGHT AT INSTALLATION
45' - 50'	1	1	CONTINUOUS HEDGE / EVERGREEN SCREENING PLANTS)
60'	1	1	
70'	1	1	

LANDSCAPE REQUIREMENT: APPROVED PLANT LIST

Please note that invasive species of plants are not permitted for use in Easton Park. For the most current list of prohibited invasive plants please reference the list at www.GrowGreen.org

NATIVE SHADE TREES	
COMMON NAME	**SCIENTIFIC NAME**
Bald Cypress	Taxodium distichum
Bur Oak	Quercus macrocarpa
Cedar Elm	Ulmus crassifolia
Chinquapin Oak	Quercus muehlenbergii
Escarpment Live Oak*	Quercus fusiformis
Pecan	Carya illinoinensis
Shumard Oak	Quercus shumardii
Southern Live Oak*	Quercus virginiana*

ORNAMENTAL TREES	
COMMON NAME	**SCIENTIFIC NAME**
Desert Willow	Chilopsis linearis
Flameleaf Sumac	Rhus copallinum
Mexican Plum	Prunus mexicana
Mexican Redbud	Cercis canadensis var. mexicana
Possumhaw Holly	Ilex decidua
Retama	Parkinsonia aculeata
Southern Wax Myrtle*	Myrica cerifera*
Texas Mountain Laurel	Dermatophyllum secundiflorum
Texas Persimmon	Diospyros texana
Texas Redbud	Cercis canadensis var. texensis
Yaupon Holly*	Ilex vomitoria*

LARGE SHRUBS	
COMMON NAME	**SCIENTIFIC NAME**
Dwarf Wax Myrtle	Myrica pusilla
Evergreen Sumac	Rhus virens
Southern Wax Myrtle* †	Myrica cerifera* †
Texas Sage* †	Leucophyllum frutescens* †
Barbados Cherry	Malpighia emarginata
Butterfly Bush	Buddleja
American Beautyberry	Callicarpa americana
Flameleaf Sumac	Rhus copallinum
Yellow Bells	Tecoma stans

SMALL SHRUBS	
COMMON NAME	**SCIENTIFIC NAME**
Artemisia*	Artemisia vulgaris*
Cherry Sage	Salvia greggii
Copper Canyon Daisy*	Tagetes lemmonii*
Dwarf Yaupon*	Ilex vomitoria 'Nana*
Foxtail Fern	Asparagus densiflorus
Red Yucca*	Hesperaloe parviflora*
Mexican Bush Sage	Salvia leucantha
Texas Betony*	Stachys coccinea*
Zexmenia	Wedelia acapulcensis var. hispida

PERENNIALS	
COMMON NAME	**SCIENTIFIC NAME**
Coreopsis	Coreopsis lanceolata
Evening Primrose	Oenothera
Fall Aster	Symphyotrichum oblongifolium
Gaura	Gaura lindheimeri
Gregg's Mistflower	Conoclinium greggii
Winecup	Callirhoe involucrata
Yarrow	Achillea millefolium
Yellow (Golden) Columbine	Aquilegia chrysantha

GRASS - (ORNAMENTAL)	
COMMON NAME	**SCIENTIFIC NAME**
Basket Grass	Oplismenus hirtellus
Big Muhly	Muhlenbergia lindheimeri
Blue Grama	Bouteloua gracilis
Buffalo Grass	Bouteloua dactyloides
Deer Muhly/Deer Grass	Muhlenbergia rigens
Gulf Muhly	Muhlenbergia capillaris
Indian Grass	Sorghastrum nutans
Inland Sea Oats	Chasmanthium latifolium
Little Bluestem	Schizachyrium scoparium
Mexican Feather Grass	Nassella tenuissima
Side Oats Grama	Bouteloua curtipendula

GRASS - (LAWN)	
COMMON NAME	**SCIENTIFIC NAME**
Bermuda	Cynodon dactylon

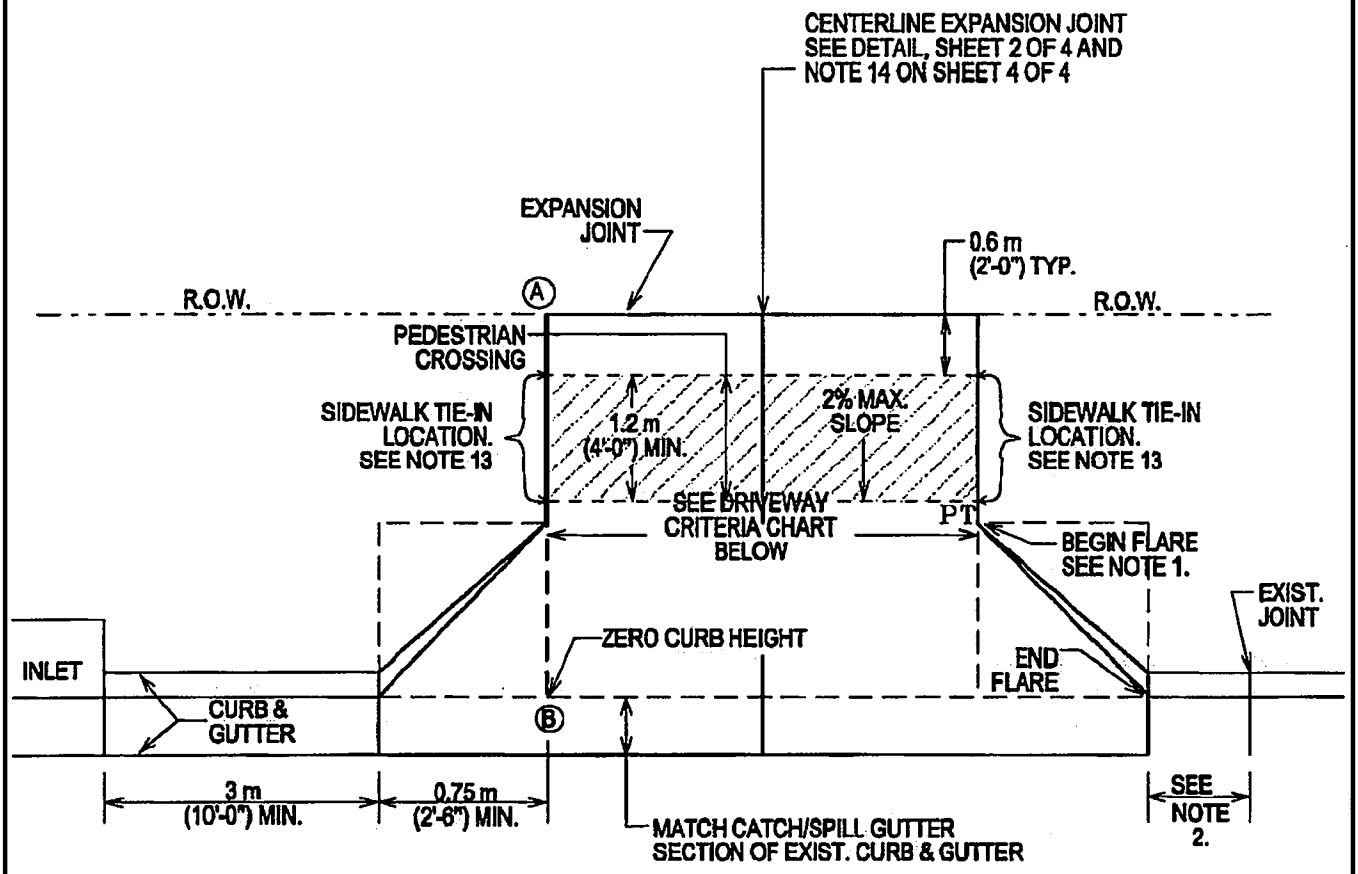
ACCENTS	
COMMON NAME	**SCIENTIFIC NAME**
Agave	Agave americana
Paleleaf Yucca	Yucca pallida
Prickly Pear Cactus	Opuntia
Soft Leaf Yucca	Yucca recurvifolia
Texas Sotol	Dasylirion Texanum
Twisted Leaf Yucca	Yucca rupicola

GROUND COVER	
COMMON NAME	**SCIENTIFIC NAME**
Katie Dwarf Ruellia*	Ruellia brittoniana 'Katie'*
Pigeonberry*	Rivina humilis*
Silver Ponyfoot*	Dichondra argentea*
Trailing Lantana	Lantana montevidensis

* Evergreen

† Designated option for use on Corner Lots and Amenity Lots for required "Continuous Hedge (Evergreen Screening Plants)".

DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS



PLAN

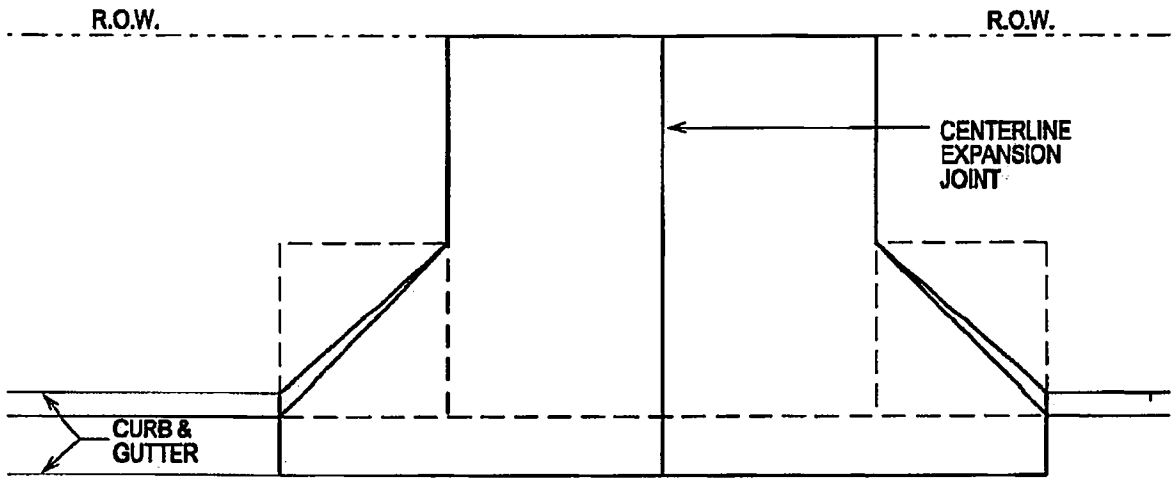
DRIVEWAY CRITERIA	WIDTH METERS (FEET)		
USE	MIN.	*OPT.	MAX.
SINGLE FAMILY	3.66 (12)	5.50 (18)	11.80 (25)
DUPLEX	4.56 (15)	5.50 (18)	11.80 (25)
TOWN HOME	4.56 (15)	5.50 (18)	11.80 (25)

*OPTIMUM

NOTE: ALL DRIVEWAYS SHALL BE SLOPED TOWARDS THE STREET FROM THE R.O.W. LINE. ELEVATION OF POINT Ⓐ ABOVE POINT Ⓑ IS, TYPICALLY A MINIMUM OF 150 mm (6") PLUS 20 mm/m ($\frac{1}{4}$" RISE/FOOT) OVER DISTANCE "X" IN METERS (FEET).

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 1 OF 4

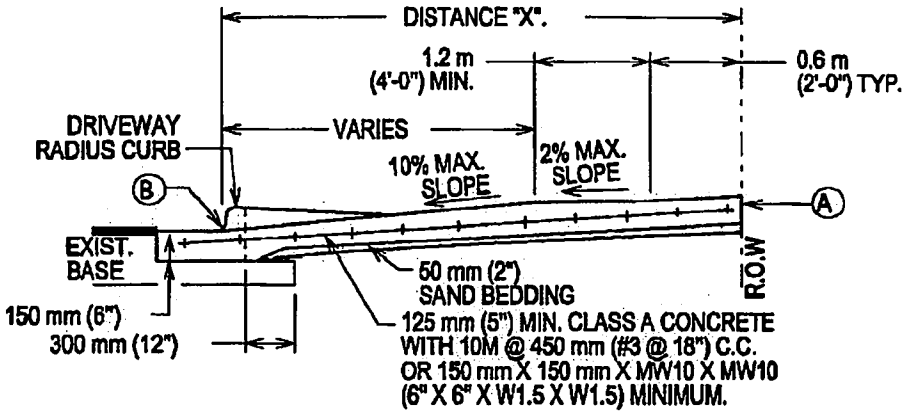
DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS



PLAN

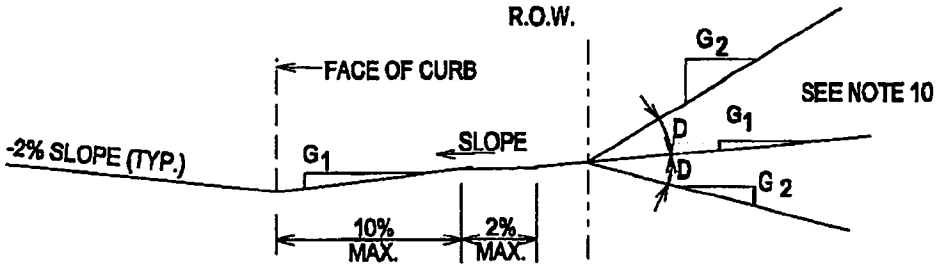
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 2 OF 4

DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS



REINFORCEMENT SHALL ACCURATELY PLACED AT SLAB MID-DEPTH AND HELD FIRMLY IN PLACE BY MEANS OF BAR SUPPORTS OF ADEQUATE STRENGTH AND NUMBER THAT WILL PREVENT DISPLACEMENT AND KEEP THE STEEL AT ITS PROPER POSITION DURING THE PLACEMENT OF THE P.C. CONCRETE. IN NO INSTANCE SHALL THE STEEL BE PLACED DIRECTLY ON THE SUBGRADE OR SAND CUSHION LAYER.

CROSS SECTION



ALLOWABLE GRADES

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 3 OF 4

DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS

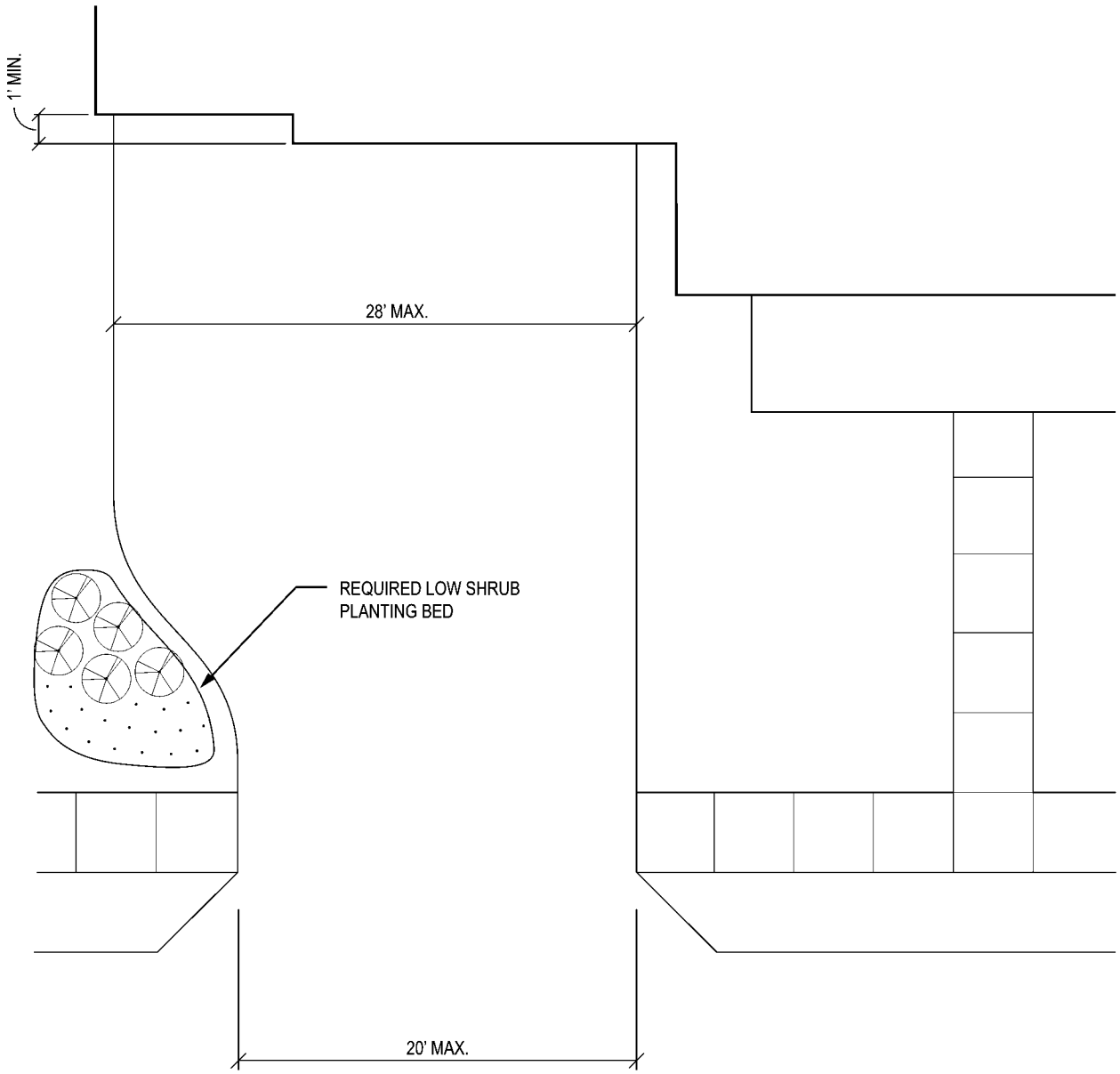
NOTES:

1. "ZERO" CURB AT BEGINNING OF FLARE OR SIDEWALK EDGE, WHICHEVER IS ENCOUNTERED FIRST. THE DRIVEWAY EDGE SHALL BE SMOOTHLY TRANSITIONED INTO THE SIDEWALK BEGINNING AT THE END OF FLARE.
2. IF DIMENSION IS LESS THAN 1.5 METERS (5 FEET), REMOVE CURB AND GUTTER TO EXISTING JOINT AND POUR MONOLITHICALLY WITH THE DRIVEWAY.
3. IF THE BASE MATERIAL UNDER AND BEHIND THE CURB IS OVER-EXCAVATED WHERE THE CURB AND GUTTER WAS REMOVED, BACKFILL WITH CONCRETE MONOLITHICALLY WITH THE DRIVEWAY.
4. ALL DRIVEWAYS MUST BE CONSTRUCTED WITHIN THE STREET FRONTAGE OF THE SUBJECT PROPERTY AS DETERMINED BY EXTENDING THE SIDE PROPERTY LINES TO THE CURB.
5. DRIVEWAYS SHALL NOT EXCEED 70% OF A LOTS' STREET FRONTAGE.
6. TYPE I DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTER-SECTING RIGHTS-OF-WAY THAN 60% OF PARCEL FRONTAGE OR 15 METERS (50 FEET); WHICHEVER IS LESS.
7. DRIVEWAYS SHALL NOT BE CONSTRUCTED WITHIN THE CURB RETURN OF A STREET INTERSECTION.
8. SINGLE FAMILY LOTS LIMITED TO ONE DRIVEWAY EXCEPT FOR APPROVED SEMICIRCULAR DRIVES.
9. WHEN TWO DRIVEWAYS ARE USED (ONE PER UNIT; TWO MAXIMUM) FOR DUPLEXES AND TOWN HOMES, SINGLE FAMILY STANDARDS SHALL APPLY.
10. WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS AND "G2" IS GREATER THAN 15%. "G1" PLUS "D" SHOULD NOT EXCEED 15%.
11. SEE TRANSPORTATION MANUAL SECTION 5 FOR OTHER DRIVEWAY REQUIREMENTS.
12. USE 12 mm ($\frac{1}{2}$") ASPHALT BOARD, OR OTHER APPROVED MATERIAL, FOR CURB AND GUTTER EXPANSION JOINTS.
13. THE SIDEWALK, REGARDLESS OF ITS LOCATION WITH RESPECT TO THE CURB OR PROPERTY LINE, SHALL BE CONNECTED TO THE DRIVEWAY AT THESE LOCATIONS.
14. PLACE AN EXPANSION JOINT DOWN THE CENTER OF ALL DRIVEWAYS.
15. WATER METER BOXES AND WASTEWATER CLEAN OUTS ARE PROHIBITED FROM BEING LOCATED IN DRIVEWAY AREAS.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 4 OF 4

DRIVEWAY REQUIREMENT: 3-CAR GARAGE - GARAGE FORWARD (FRONT LOADED)

SCALE: NTS



NOTES

1. A PLANTER BED WITH A MIX OF LOW SHRUBS MUST BE INSTALLED AND MAINTAINED AT THE PORTION OF THE DRIVEWAY WHERE THE TAPER OCCURS.

2. SPECIAL ATTENTION SHOULD BE GIVEN TO THIS PLANTER BED DESIGN AND ITS SHRUB HEIGHTS IN ORDER TO MAINTAIN A SAFE LINE-OF-SIGHT / ALLOW ADEQUATE VISIBILITY FROM MOTORISTS BACKING OUT OF THE DRIVEWAY TO ONCOMING TRAFFIC, CYCLISTS, AND PEDESTRIANS (ESPECIALLY CHILDREN).

VII. Supplemental Guidelines

All supplemental guidelines will be found on the pages that follow.

SUPPLEMENTAL GUIDELINES

UNION PARK (2A)

MODEL HOME PARK

Easton Park – New Construction – Supplemental Guidelines
Union Park (2A): (Model Home Park)

I. GENERAL

These Supplemental Guidelines are intended to be used in conjunction with the Easton Park Residential Development Guidelines for Kieke Park (2C), which shall act as the foundational document and requirements. Only items and requirements stated in these Supplemental Guidelines shall supersede those in the Easton Park Residential Development Guidelines for Kieke Park (2C). In case of a conflict between the specific requirements of these Supplemental Guidelines and the Easton Park Residential Development Guidelines for Kieke Park (2C), these Supplemental Guidelines will prevail.

II. ARCHITECTURE

A. Driveways

Driveways shall not be installed until the home is no longer to be used as a model home and is converted for sale; with Lot (10) ten being the exclusion, which will have a partial driveway installed, which shall not extend forward of the front plane of the home.

Some driveway locations may be predetermined and will be identified on the *"Section Fence & Driveway Layout",* found on the last page of these Supplemental Guidelines.

B. Public Sidewalk

Each builder must build a five (5') foot wide sidewalk from lot line to lot line set three feet (3') from back of curb.

C. Private Walkway

Each builder must build a four (4') foot wide walkway from the front door to the street that includes a continuous landscape planter border, on each side of the Private Walkway, beginning at the interior side of the Public Sidewalk and ending at the primary entry of the home. The landscape border shall be tied into the overall front yard landscaping design.

III. SETBACKS

A. Front

Front setback shall be a minimum of thirty (30') feet from the front property line.

B. Side

Side setback shall be a minimum of five (5') feet.

C. Rear

Rear setback shall be a minimum of twenty (20') feet.

IV. MODEL HOME SIGNAGE

A. Monument Sign

Monument Sign shall be oriented parallel to the Public Sidewalk and located in the front yard landscaping, ten (10') feet back from the interior side of the Public Sidewalk.

(Reference Exhibit "SG-A1" for construction details.)

B. Model Home Identification Sign

Model Home Identification Sign shall be oriented parallel to the Public Sidewalk and located in the front yard landscaping, ten (10') feet forward of the front elevation and between five (5') feet to eight (8') feet front the side of the Private Walkway.

(Reference Exhibit "SG-A2" for construction details.)

V. LANDSCAPING

Landscaping for Model Homes shall include:

A. General

1. All Front Yards, Side Yards and Rear Yards are required to be fully landscaped and irrigated.
2. Turf grass shall be Bermuda.

B. Front Yard

1. The total Front Yard area shall be a maximum of forty (40%) percent sod.
2. Landscape planter beds coverage shall be a minimum of sixty (60%) percent of the front yard.
3. All mulch shall be black in color. No other colors will be considered or accepted.
4. A minimum of fifty (50%) percent of the landscape planter beds shall be lined with rock borders.
5. All landscaping shall be densely populated and incorporated tiered vegetation planting.
6. A minimum of seventy-five (75%) percent of the vegetation shall be evergreen.
7. Landscaping shall be used to provide a vegetation screening of the garage, excluding Lot (10) ten, which shall provide vegetation screening of the tapered portions and the entire street-fronting side(s) of the driveway (similar to that of Lot (9) nine).
8. All Front Yards shall have a minimum of one (1) Shade Tree at least four (4") inch caliper (measured at two (2') feet above natural grade).
9. A minimum of fifty (50), five (5) gallon and five (5), fifteen (15) gallon hardy shrubs must be installed in the Front Yard.
10. A minimum of five (5) gallon hardy shrubs must be installed at four (4') foot on center to reduce the visual impact of the slab.
11. A minimum of fifteen (15) flats of seasonal color vegetation must be installed and maintained.

(Reference Exhibit "SG-A3" for examples.)

C. Side Yard

1. **Lot (10) ten**
   Lot (10) ten shall have continuous vegetation screening along the entire outside of the left elevation side fence.
2. **Lot (14) fourteen**
   Lot (14) fourteen shall have continuous vegetation screening along the entire inside of the right elevation side fence.

(Reference "Section Fence & Driveway Layout", found on the last page of these Supplemental Guidelines.)

D. Rear Yard

1. All Rear Yards shall have a minimum of one (1) Shade Tree at least one and a half (1.5") inch caliper (measured at two (2') feet above natural grade) and one (1) Ornamental Tree (at least six (6') feet tall at the time of planting).
2. All Lots shall have a continuous evergreen hedge along the entire rear foundation.

(Reference Exhibit "D6" in the Easton Park Residential Development Guidelines for Kieke Park (2C).)

VI. FENCING

A. Fence Types

Fencing for Model Homes shall follow construction guidelines for wood and metal fences found in the Easton Park Residential Development Guidelines for Kieke Park (2C), section "III. Fencing".

B. Fence Locations & Installation Schedule

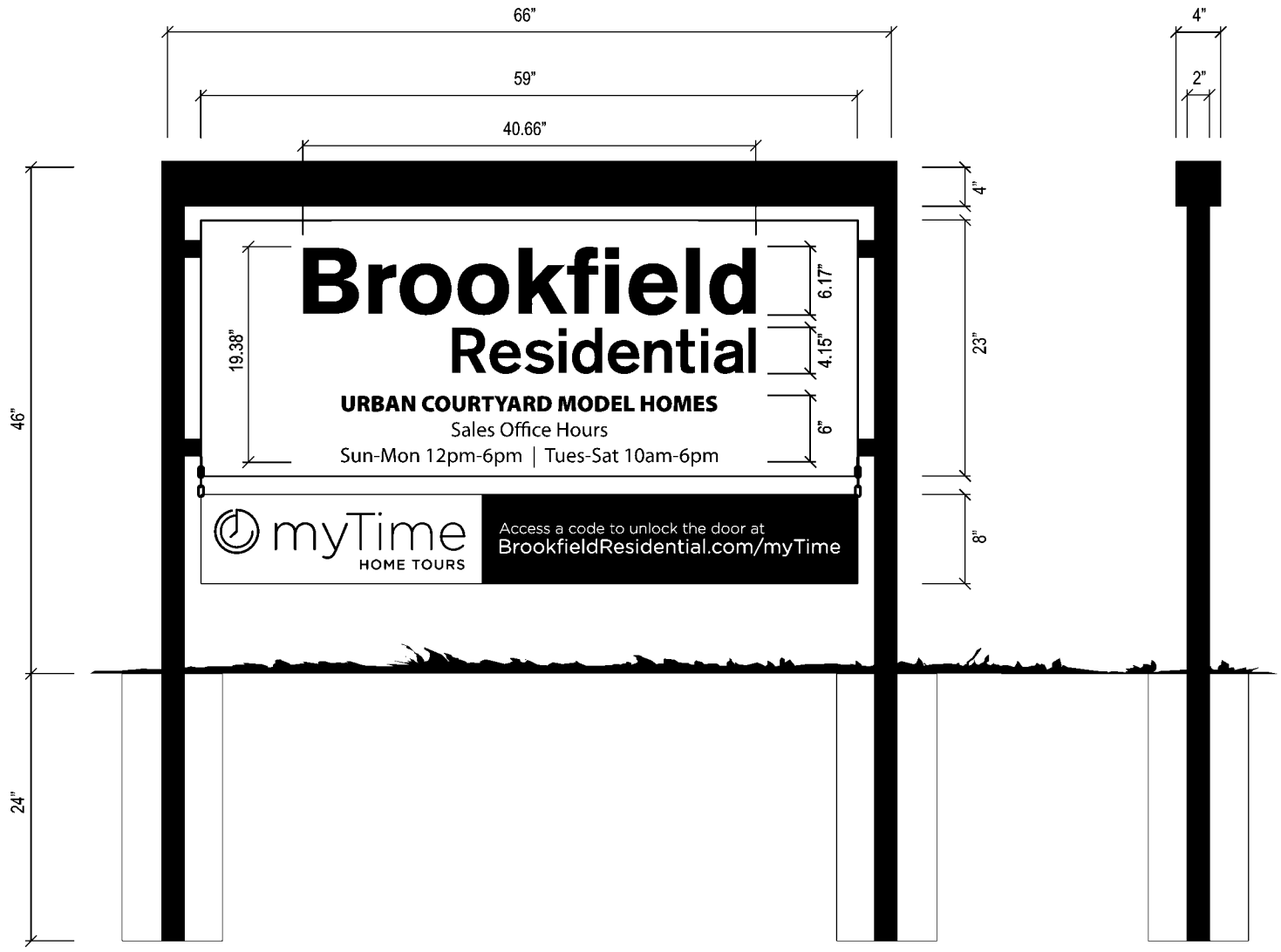
Locations of each fence type and schedule for installation will be marked on the "Section Fence & Driveway Layouts".

C. Lot (10) ten

The left elevation side fence, of Lot (10) ten shall be installed five (5') feet in from the side property line.

(Reference "Section Fence & Driveway Layout", found on the last page of these Supplemental Guidelines.)

MODEL HOME SIGNAGE: BUILDER MONUMENT SIGN
SCALE: NTS



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C:86 M:10 Y:33 K:20

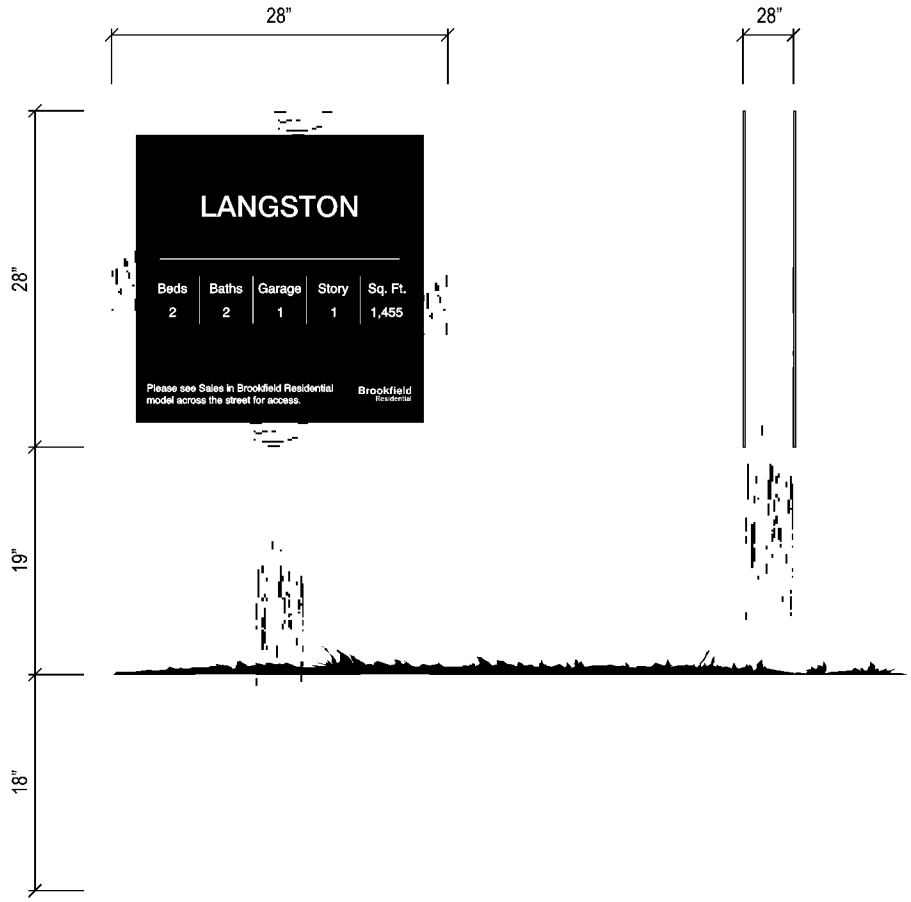
NOTES

MANUFACTURE AND INSTALL:

1. TWO (2) D/F BRUSHED ALUMINUM SIGN PANEL WITH VCO LETTERING AND LOGO, MOUNTED TO POWDER-COATED METAL FRAMES (AS SHOWN).
2. TWO (2) D/F EIGHT INCH BY FIFTY NINE INCH (8" X 59") DPV ON ALUMINUM RIDERS, HUNG WITH CHAINS FROM MOUNTING BRACKETS.

MODEL HOME SIGNAGE: MODEL IDENTIFICATION SIGN

SCALE: NTS



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NOTES

MANUFACTURE AND INSTALL:

SIX (6) TWENTY FOUR INCH BY TWENTY FOUR INCH (24" X 24") DPV WITH UV LAMINATE ON A TWENTY EIGHT INCH BY TWENTY EIGHT INCH (28" X 28") ALUMINUM PANEL MOUNTED TO A FOUR INCH BY FOUR INCH (4" X 4") BRUSHED ALUMINUM BASE POLE.

MODEL HOME LANDSCAPING EXAMPLES

SCALE: NTS

NOTES

THESE ARE EXAMPLES OF THE MINIMUM DENSITY, QUANTITY AND COVERAGE WITH WHICH MODEL HOMES SHALL BE LANDSCAPED.

EASTON PARK

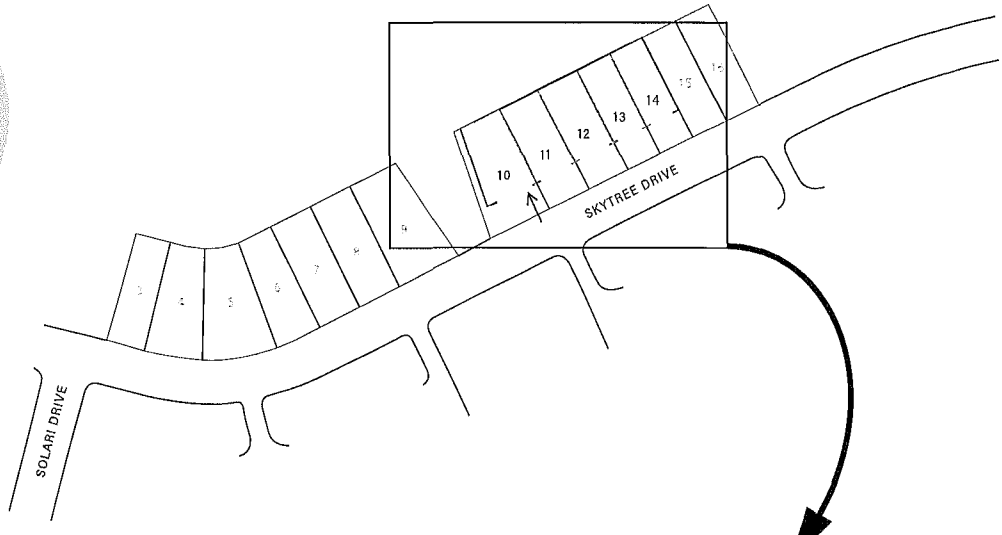
FENCE & DRIVEWAY LAYOUTS

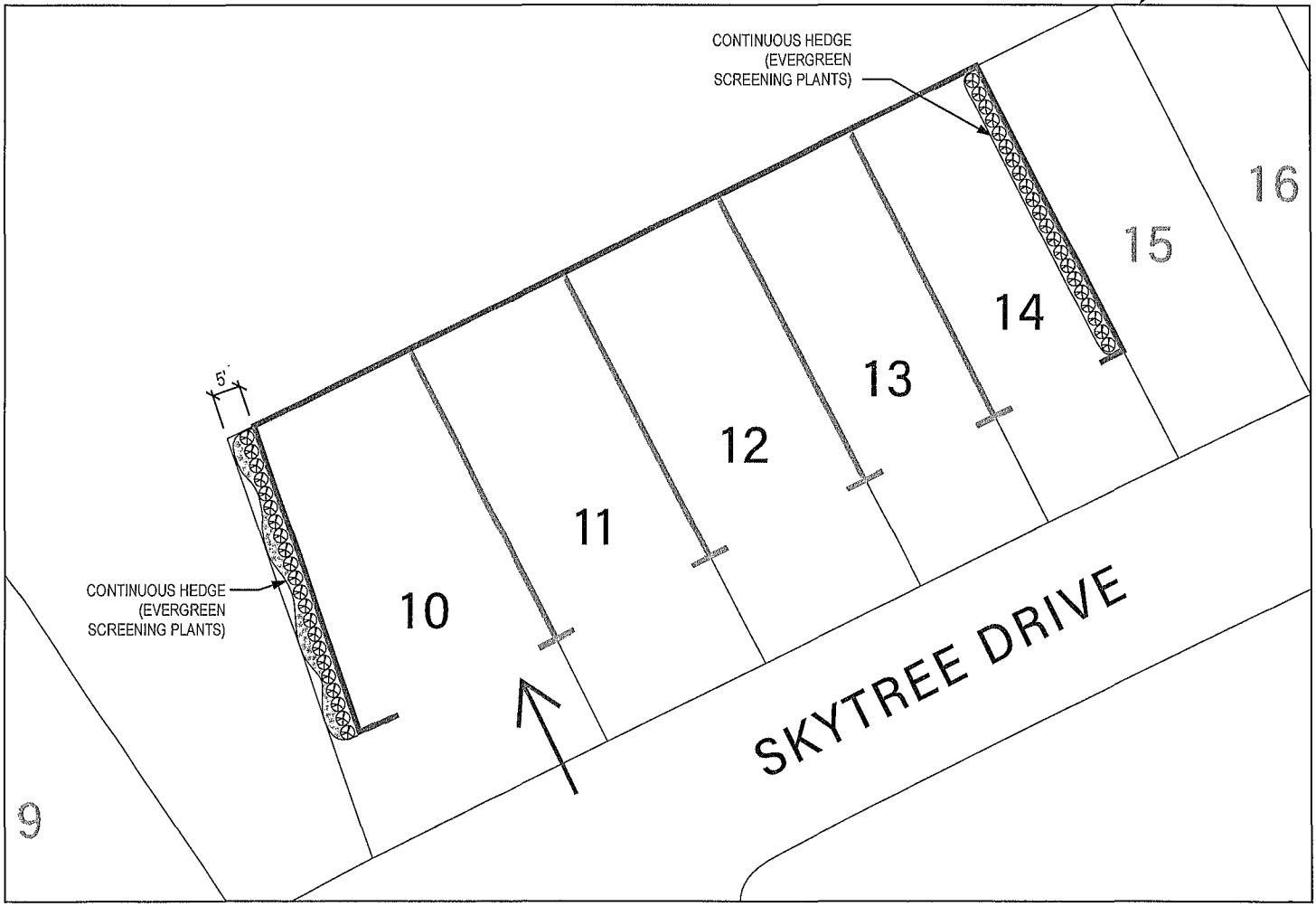
11-05-2020

Union Park

2A

Model Home Park





6' METAL FENCE *

6' GOOD NEIGHBOR WOOD FENCE **

DESIGNATED DRIVEWAY LOCATION

* METAL FENCES SHALL BE INSTALLED BY OR BEFORE THE COMPLETION OF THE INITIAL HOME CONSTRUCTION.

** WOOD FENCES AND DRIVEWAYS SHALL NOT BE INSTALLED UNTIL THE HOME IS NO LONGER TO BE USED AS A MODEL HOME AND IS CONVERTED FOR SALE.

REFERENCE FENCE DETAILS FOR EACH FENCE TYPE IN THE "EASTON PARK - RESIDENTIAL DEVELOPMENT GUIDELINES - KIEKE PARK (2C)" EXHIBITS: "C1" - "C3".

EXHIBIT B

FENCE AND DRIVEWAY LAYOUT PLANS

The following pages encompass the fence and driveway layout plans for Easton Park [Section 2C, Phase 1] and Easton Park [Section 2C, Phase 2].

REFERENCE FENCE DETAILS FOR EACH FENCE TYPE IN THE "EASTON PARK - RESIDENTIAL DEVELOPMENT GUIDELINES - KIEKE PARK (2C)" EXHIBITS: "C1" - "C3".

2021025980 Page 101 of 101

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jun 04, 2021 09:49 AM Fee: $34.00
2021125025
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

VARIANCE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[SECTION 2C, PHASE 1, AND SECTION 2C, PHASE 2]

Declarant: Carma Easton LLC, a Texas limited liability company

Cross reference to that Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas (the "**Master Covenant**"); that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**"); and that certain Easton Park Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2], recorded as Document No. 2021025980 in the Official Public Records of Travis County, Texas (the "**Kieke Design Guidelines**"), each as may be amended from time to time.

EASTON PARK

VARIANCE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[SECTION 2C, PHASE 1, AND SECTION 2C, PHASE 2]

This Variance to the Easton Park Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2] (the "**Variance to Design Guidelines**"), is made by **Carma Easton LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant has caused to be Recorded the Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**") and that certain Easton Park Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2], recorded as Document No. 2021025980 in the Official Public Records of Travis County, Texas (the "**Kieke Design Guidelines**").

B. Pursuant to Sections 2.2 of Exhibit "A" to the Kieke Design Guidelines, the Lots are subject to certain Plan Repetition requirements.

C. Pursuant to *Section 6.04(d)* of the Master Covenant, the Declarant, as the Easton Park Reviewer, may grant variances from compliance with restrictions on any of the provisions of the Documents.

D. *Section 6.01* of the Master Covenant provides that until the expiration of the Development Period (as defined therein), the Easton Park Reviewer is the Declarant or its designee.

NOW, THEREFORE, the following is hereby declared:

1. Variance is Approved. In accordance with *Section 6.04(d)* of the Master Covenant, Declarant, as the Easton Park Reviewer, hereby grants a variance to Plan Repetition requirements in Section 2.2 of Exhibit "A" to the Kieke Design Guidelines as follows: Lot 4, Block N (commonly known as 9201 Spire View) and Lot 1, Block M (commonly known as 9113 Spire View), of Mirabel Park, Phase 2 Easton Park, Section 2C, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 202000104 Official Public Records of Travis County , Texas are hereby approved to have the same plan and same elevation.

2. The granting of this Variance shall not operate to waive or amend any of the terms and provisions of the Documents for any purpose, *except as described herein*. This Variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

[SIGNATURE PAGE TO VARIANCE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES [SECTION 2C, PHASE 1, AND SECTION 2C, PHASE 2]]

Executed to be effective upon the date of Recording.

Adopted by:
DECLARANT AS THE EASTON PARK REVIEWER:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Jul 18, 2022 04:28 PM Fee: $42.00
2022123845
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES [SECTION 2C, PHASE 1 AND SECTION 2C, PHASE 2]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Supplemental Residential Design Guidelines [Section 2C, Phase 1 and Section 2C, Phase 2] recorded as Document No. 2021025980 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES [SECTION 2C, PHASE 1 AND SECTION 2C, PHASE 2]

This First Amendment to the Supplemental Residential Design Guidelines [Section 2C, Phase 2 and Section 2C, Phase 2] (the "**Amendment**") is made by Carma Easton LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended from time to time (the "**Master Covenant**").

B. Declarant previously executed and recorded that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas, as amended from time to time (the "**Master Residential Design Guidelines**") and that certain Supplemental Residential Design Guidelines [Section 2C, Phase 1 and Section 2C, Phase 2] recorded as Document No. 2021025980 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Kieke Park Guidelines**").

C. Article IV of the Master Residential Design Guidelines provides that the Master Residential Design Guidelines and any supplements thereto may be amended by Declarant acting alone and unilaterally during the Development Period as the Easton Park Reviewer. The Development Period has not expired or been terminated.

D. Pursuant to the Recordation of this Amendment, Declarant desires to and hereby so does amend the Kieke Park Guidelines as set forth in this Amendment.

E. Upon Recordation of this Amendment, those portions of the Property which were already made subject to the Kieke Park Guidelines are and shall continue to be encumbered by the terms and conditions of the Kieke Park Guidelines, as amended by this Amendment. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Kieke Park Guidelines and every amendment thereto.

NOW THEREFORE, the Kieke Park Guidelines are hereby amended as follows:

1. The Kieke Park Guidelines are hereby amended and supplemented by adding the following "*Pet Fencing*" provisions:

Pet Fencing. Pet fencing may have pickets at two inches (2") on center and up to two feet (2') from the bottom of the fence. Approved fencing examples are shown on **Attachment 1.**

2. Fencing. The Kieke Park Guidelines are supplemented by adding the following Section E. to Section 3.3:

E. Prohibited Elements:

- Polyurethane mesh netting shall not be used as fence screening. The Easton Park Reviewer has the sole discretion to determine compliance with this Section.

3. Exterior Lighting. The following Section is added to the Kieke Park Guidelines:

Exterior Lighting - Prohibited Elements:

- String lights, sometimes referred to as Edison bulb string lights, fairy lights and/or party lights are prohibited. The Easton Park Reviewer has the sole discretion to determine compliance with this Section.

4. Definitions. All capitalized terms shown in this Amendment shall have their meaning as expressed under the Master Covenant or the Kieke Park Guidelines unless otherwise indicated herein.

5. Conflicts. The provisions of this Amendment shall control over any conflicting terms in the Kieke Park Guidelines or Master Residential Guidelines.

6. No Other Modifications. Except as expressly modified by this Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Kieke Park Guidelines shall continue in full force and effect.

[Signature page to follow]

[EXECUTION PAGE TO FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES]

Executed to be effective upon Recording.

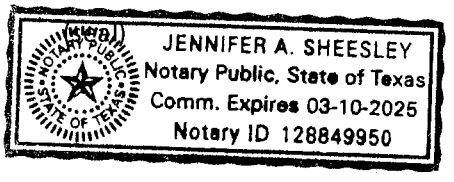
DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of July, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

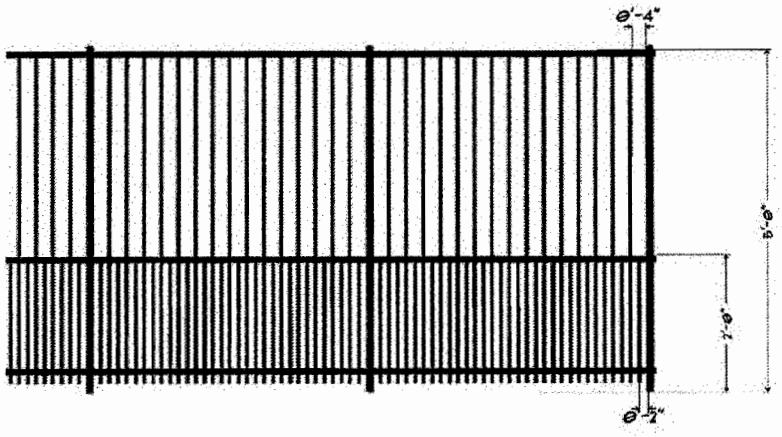


_____
Notary Public, State of Texas

ATTACHMENT 1
PET FENCING SPECIFICATIONS

Pet Containment Fence.

The "puppy pickets" may extend no further than two feet (2') in height of the overall fence, and shall have spacing between pickets of no less than two inches (2") on the lower portion. The maximum fence height for a pet containment fence is five feet (5').



(b) **Fencing for backyards cover no more of the property than the following:**

Starting at the rearmost corners of the house, the fencing may extend to the property lines on the right and left side of the house at right angles and then down the side property lines to the rear property line. The two sides then can be connected by a section that runs along the rear property line. On properties where the corner of the house is a patio, the fencing may start where the back of the patio meets the house.

SLOPES
Fencing panels shall run horizontally in a stairstep pattern along sloping terrain.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Oct 27, 2021 01:31 PM Fee: $366.00
2021238827
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[DISCOVERY PARK - SECTION 3A, PHASE 1 AND SECTION 3A, PHASE 2]

COMPLETE COLOR COPIES **of the Discovery Park Guidelines are available from the Manager and the following website:**

https://www.kenanderson.com/res-eastonpark-discovery-park

As of the effective date of this filing instrument, the contact information for the Manager is DMB Community Life, Inc., 7604 Solari Drive, Austin, Texas 78744.

Adopted by Declarant in accordance with *Section 6.04(b)* of Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[DISCOVERY PARK - SECTION 3A, PHASE 1, AND SECTION 3A, PHASE 2]

ARTICLE 1
INTRODUCTION

Any notice or information required to be submitted to the Easton Park Reviewer under these Supplemental Residential Design Guidelines [Section 3A, Phase 1, and Section 3A, Phase 2] hereunder will be submitted to the Easton Park Reviewer, 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, Phone: (512) 391-1330, Fax: (512) 391-1333.

A. Background

Easton Park [Section 3A, Phase 1, and Section 3A, Phase 2] is located in a master planned community in Travis County, Texas, which is made subject to the terms and provisions of the Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353, in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), pursuant to the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Master Covenant. The Master Covenant and the Development Area Declaration include provisions governing the construction of Improvements and standards or maintenance, use and conduct for the preservation of the Easton Park Development.

B. Easton Park Reviewer and Review Authority

The **Easton Park Reviewer** consists of one or more individuals who have been appointed by **CARMA EASTON LLC**, a Texas limited liability company (the "**Declarant**"). As provided in *Article 6* of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within the Easton Park Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the Easton Park Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Easton Park. *Section 6.03(a)* of the Master Covenant and *Section 3.01* of the Development Area Declaration provide that no Improvements may be constructed without the prior written approval of the Easton Park Reviewer.

C. Applicability

Section 6.01 of the Master Covenant provides that until the expiration of the Development Period (as defined therein), the Easton Park Reviewer is the Declarant or its designee. *Section 6.04(b)* of the Master Covenant provides that the Easton Park Reviewer may adopt Design Guidelines to govern the

standards for design, construction, and modification of Improvements, landscaping, and the placement of exterior items within Easton Park which may consist of multiple written design guidelines applying to all or specific portions of the Development.

Declarant, as the Easton Park Reviewer, has adopted that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**").

These Easton Park Supplemental Residential Design Guidelines [Section 3A, Phase 1, and Section 3A, Phase 2] (the "**Discovery Park Guidelines**") are a supplement to certain provisions of the Development Design Guidelines. In the event of a conflict between the terms and provisions of the Discovery Park Guidelines and the Development Design Guidelines, the terms and provisions of the Discovery Park Guidelines will control.

These Discovery Park Guidelines apply to all of the Lots in Easton Park [Section 3A Phase 1] and Easton Park [Section 3A, Phase 2] only. The Development Design Guidelines continue to apply to Lots in Easton Park [Section 3A, Phase 1] and Easton Park [Section 3A, Phase 2] except as supplemented and modified herein.

ARTICLE 2
DISCOVERY PARK GUIDELINES

The requirements set forth herein are intended to provide general direction and guidance to the applicant. Please be advised that all Improvements must be approved in advance and in writing by the Easton Park Reviewer. The Easton Park Reviewer will determine whether the applicant has complied with the requirements set forth herein.

The Discovery Park Guidelines are attached hereto as **EXHIBIT A** and incorporated herein and shall be effective upon the date of Recordation in the Official Public Records of Travis County, Texas.

ARTICLE 3
FENCE AND DRIVEWAY LAYOUTS

In exercise of its rights as the Easton Park Reviewer, Declarant further implements the fence and driveway layout plans attached hereto as **EXHIBIT B** and incorporated herein for all Lots in Easton Park [Section 3A, Phase 1] and Easton Park [Section 3A, Phase 2].

ARTICLE 4
AMENDMENTS

4.01. Amendments to Discovery Park Guidelines. In accordance with *Section 6.04(b)* of the Master Covenant, amendments, modifications, or supplements to these Discovery Park Guidelines must be approved by the Easton Park Reviewer.

[SIGNATURE PAGE FOLLOWS.]

[SIGNATURE PAGE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[SECTION 3A, PHASE 1, AND SECTION 3A, PHASE 2]]

Executed to be effective upon the date of Recording.

Adopted by:
DECLARANT AS THE EASTON PARK REVIEWER:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 25th day of October, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

EXHIBIT A

DISCOVERY PARK GUIDELINES

The following pages encompass the Discovery Park Guidelines.

EASTON PARK

Residential Development Guidelines

3A

Discovery Park

September 17, 2021

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I. GENERAL

1.1 Community Vision

Easton Park is designed to have the core elements of a "long-standing established neighborhood" with a playful modern twist. By carefully crafting each Section with a mixture of housing products and amenities, the neighborhoods in Easton Park are able to appeal to a wide range of users. While diversity and choice are celebrated in Easton Park, it is important for all residents to realize that their home is "one piece of a greater whole" and that the importance of placement, size, texture and color of each piece is what unites the community together.

1.2 Builder Responsibility

Builders are solely responsible and liable for ensuring that all construction and/or improvements meet or exceed all applicable codes, good building practices and comply with all local and federal regulations, laws, etc. Each builder is ultimately responsible to make sure every home is built to be in full compliance with these Guidelines.

1.3 Definitions

The following definitions are provided to ensure a mutual understanding of significant terms used in this document.

Amenity
A desirable feature, facility or location in the community, such as a: lake, reserve, preserve, public venue, park, side street (Corner Lots), etc.

Amenity Lot
A Lot which fronts, side and/or rears a desirable feature, facility or location in the community, such as a: lake, reserve, preserve, public venue, park, side street (Corner Lots), etc.

Applicant
Any Builder or other entity who or which has made or intends to make a submittal to the ARC.

Architectural Review Committee (ARC)
Referred to in the Master Covenants as the "Easton Park Reviewer", the ARC is a special committee appointed by the Developer to review and approve all proposals made for improvements within Easton Park. The Architectural Review Committee (ARC) will administer these Guidelines.

Block
A specified collection of residential streets, Lots and reserves.

Corner Lot
A Lot bounded by street right of way or landscape reserve on at least two sides.

Developer
Brookfield Residential / Carma Easton LLC, and its successor or assigns.

Easement
The right of another party (e.g., a utility company, governmental authority, etc.) to use a portion of an individual property for a limited purpose, as set out in a Plat, the Covenants, or an Easement agreement recorded in the Travis County Real Property Records. The Easements established by the Covenants (the "Covenant Easements") affect all Lots and provide a buffer zone between properties to minimize the impact of one Lot upon the other. They are set aside to provide utility service and drainage to the surrounding area, and natural vegetative screening and privacy separations between Lots. Many Lots in

Discovery Park are also affected by Drainage Easements (D.E.), Storm Sewer Easements (S.S.E.), Sanitary Sewer Easements (S.E.), Public Utility Easements (P.U.E.), Joint Use Access Easement (J.U.A.E.), and Pathway Easement (P.E.).

Front Yard
(Reference Exhibits: "D1" & "D2")

Interior Lot
A Lot which faces a public right of way only on the front and which has other residential Lots adjacent on both sides.

Discovery Park Residential Development Guidelines (the "Guidelines")
A document containing basic planning principals, general development program, the development review process and standards required for development within Discovery Park.

Landscaping
The combination of natural elements such as trees, shrubs, ground covers, vines, and other living organic and inorganic material.

Lot
A single parcel of land intended for residential use.

Lot Designation
All Lots in Discovery Park will be designated as either "Urban Yard Home", "Motor Court" or "Mini Motor Court".

Open Space Area
Refer to definition for "Amenity Lot" above.

Owner
The Owner of record title to the fee interest in any tract of land, whether or not they reside on the tract.

Parkway Strip
The area within the Right-of-Way between the edge of public sidewalk and back of curb.

Plat
A map of land divisions within Discovery Park that shows individual Lots, property lines, building setback lines, streets, certain Easements and other matters. Plats are legal documents recorded in the Real Property Records in the Travis County Clerk's Office.

Property Survey
A scale drawing of an individual Lot showing all Easements, platted building lines, and the exact location of all structures and improvements within the Lot, prepared and certified by a surveyor or engineer.

Rear Yard
(Reference Exhibits: "D1" & "D2")

Section
A specified collection of residential streets, Lots and reserves.

Side Yard
(Reference Exhibits: "D1" & "D2")

Sign
Any device, structure, fixture or placard using graphics, symbols and/or written copy of the primary purpose of identification or advertising any establishment, product, goods or services.

Single-Family Dwelling
A structure designed for the residential use of a single family.

Single-Family Lot
A Lot or tract of land upon which one or more Single-Family Dwellings has or will be built.

Right-of-Way (R.O.W.)
The Right-of-Way are the areas between platted Lot lines on one side of the street and platted Lot lines on the opposite side of the street, including the paved roadway, any median or cul-de-sac islands, the drainage ditch (if any) and a strip of land between the paved roadway and the platted Lot line. Right-of-Way are dedicated to the county or other public bodies for public access, drainage and utility purposes. Right-of-Way are usually shown on the Plat of a subdivision.

Village
Easton Park will be composed of multiple residential Villages. (i.e. Discovery Park, Kieke Park, Skyline Park, Union Park, etc.) Each Village is composed of a series of Sections.

II. DESIGN

2.1 Architectural Styles

The exterior architectural style shall be consistent with the character of the community and all elements of a home shall be architecturally compatible to a particular style as determined solely by the ARC on a case-by-case basis. The ARC retains the right to disapprove any elevation.

The architectural styles for Discovery Park are:

- Craftsman
- Mid-Century Modern
- Modern / Contemporary
- Modern Farmhouse
- Modern Prairie
- Texas Vernacular
- Traditional / Colonial
- Transitional
- Victorian

An architectural character table describing the iconic features for each style along with example photos are provided in these Guidelines. This tables contains primary identifying characteristics for the specified style and recommendations on how each element can be included in the building design. The features and materials listed within these tables are not absolute. A home builder may include additional materials and elements as long as they are consistent with the desired architectural style.

(Reference Exhibits "A1" – "A9")

2.2 Plan Repetition

Plan repetition shall be as follows:

PLAN	ELEVATION	MIN. NUMBER OF LOTS IN BETWEEN OR ACROSS THE STREET*
Same	Same	3
Same	Different	1

*If the Same Plan is across the street, the first Lot across the street is considered the first of the required separation Lots.

(Reference Exhibits "F1")

2.3 Color & Material Repetition

A. The use of diversified material pallets is strongly encouraged to avoid monotony of the street scene.

B. The dominant colors (including paint, brick, stone, stucco, etc.) should have a minimum of five (5) Lots in between. If the Plan is across the street, the first Lot across the street is considered the first of the required separation Lots.

C. The builder is solely responsible for complying with the Design Palette Standards. The Developer, the ARC or its designee are NOT responsible for ensuring that colors and material use does not violate repetition requirements.

D. The ARC reserves the right to deny an elevation that is primarily similar to the elevation of a nearby house.

2.4 Lot Designations

All Lots in Discovery Park have one (1) of the following **Lot Designations**:

- **Urban Yard Home** - *("Single-Family Dwelling")*
- **Motor Court** - *("Quad")*
- **Mini Motor Court** - *("Mini-Quad")*

2.5 General Requirements – (All Homes)

Below are the general requirements for ALL homes regardless of Lot Designation. Additional specific requirements for each Lot Designation will be provided in Sections 2.6 & 2.7 below.

A. Wildland-Urban Interface Code (WUIC)

Builders are required to install vent screens for ember protection on applicable vents on all homes per the "Wildland-Urban Interface Code", section § 504.10, available at www.AustinTexas.gov . Please note that this section § reference may change without notice and that it is the sole responsibility of the builder to ensure that the most current version of any and all codes are followed.

B. Garages

(1) Each house shall have a garage capable of accommodating a minimum of two (2) full-size automobiles and a maximum of three (3); with the exception of Mini Motor Court Homes, which shall have a garage capable of accommodating a minimum of one (1) full-size automobile(s) and a maximum of two (2).

(2) For three (3) car garages the third bay is set back a minimum of one (1') foot front the other two (2) bays.

(3) Garage doors shall not exceed eight (8') foot in height of typical home garages.

(4) All garage doors must be of equal height.

(5) All garage doors shall be a decorative panel metal or wood of an appropriate design for the home's architectural style. No particle board or fiberglass doors are permitted.

(6) Swing-In Garages

Where a swing-in garage, at the front plane of the house, the wall facing the street may not be solid. Windows with shutters or blinds, and/or architectural embellishment will be required to soften the effect of the garage and will be established on a case-by-case basis based on visibility.

(7) Carports

Carports are prohibited.

(The remainder of this page is left blank intentionally.
This section is continued on the following page.)

C. Roofs

(1) Roof Material

The roof material shall be appropriate to the home's architectural style. If composition shingles are used, they must be architectural/dimensional with a 30-year warranty. The use of 3-Tab shingles is prohibited.

(2) Exposed Roof Penetrations

All exposed stack vents, skylight curbs, attic ventilators, and other metal roof accessories shall match or closely resemble the roofing color. Roof and valley flashing shall be of a pre-finished or painted to match the roof color. Glossy finishes are prohibited.

D. Chimneys

(1) If used, must be appropriate for the home's architectural style.

(2) Exposed metal flues are not allowed. They may be used only when faced with the brick/ masonry or Hardie siding used on the house.

(3) Heights of chimneys shall meet all fire code requirements and be proportional to the roofline of the respective home.

(4) Direct vents located on exterior walls of the home must be painted with high-temperature paint which is the same color as the surface material they project out from.

(5) Spark arrestors and caps are required on all chimneys. The spark arrestor and cap shall be unadorned and designed to match or be compatible with the color, material and architectural style of the exterior elevations of the home. Caps shall be of metal or masonry construction. Spark arrestors may not exceed the height of the chimney cap. All chimney caps must be painted with a matte finish paint to coincide with the color scheme of the home.

E. Address Plaque

All homes must have an address plaque or numerals permanently affixed to the front elevation of the home in a conspicuous location easily visible from the street. The panel shall be located on the front façade of the house or garage facing the street for which the address of the home is designated. Logos of any kind are not permitted on address plaques.

F. Security Devices/Bars

(1) Security devices such as cameras, sirens and speaker boxes shall be the minimum size needed to be effective and shall be located in the least conspicuous location while allowing satisfactory performance.

(2) Security and/ or burglar bars on the exterior of homes are not permitted.

(3) If security devices are being considered for a home, the builder shall utilize a device which is minimally visible to public view and preferably mostly contained within the home.

(4) Cameras are to be located under the eaves of the home and the camera(s) or their field(s) of vision shall not be placed to be focused on any neighboring property.

(5) All cabling must be concealed.

G. Exterior Materials/Colors ("Design Palette Standards")

The design palette of a residence directly impacts the street scene on which it is located. By having multiple palettes, it increases the visual diversity of the neighborhood while still providing harmony within the community and natural environment. The materials and colors of each design palette must complement the architectural style of the building.

The builder is solely responsible for complying with the Design Palette Standards. The Developer, the ARC or its designee are NOT responsible for ensuring that colors and material use does not violate repetition requirements.

The ARC reserves the right to reject any design palette that does not reinforce the architectural character or precedence of an architectural style.

The following standards shall apply to the design palettes utilized in Discovery Park:

(1) Design Palettes

(a) Color & Materials Repetition
(Reference Section 2.3)

(b) Materials
All major proposed (primary and accent) cladding materials to be used on a single building.

(c) Color Schemes
The specific colors chosen to be grouped together on a single elevation.

(i) Any home offered on a repeating basis will be required a to have minimum of six (6) exterior color schemes (building material may stay the same).

(ii) A minimum of three (3) distinct building colors (one (1) primary and two (2) accent) are required in each color scheme.

(iii) The primary color of a structure should be non-obtrusive.

(iv) Additional accent colors may be utilized depending on the detail and character of the home.

(v) All paint, stain, tile, and/or other colored materials must match or complement the color scheme and architectural style of the intended dwelling.

(vi) A variety of color schemes should be implemented to achieve a varied look in character to avoid a monochromatic appearance.

(d) Color Scheme Examples (by Architectural Style)

Complementary color schemes have been developed for each of the recommended architectural styles. These themes are suggestions based off of typical design elements and colors utilized within each style. They are not required to be used with the associated architectural style and can be applied to other architectural styles as appropriate.

(Reference Exhibits "A10" – "A14")

If a home builder desires to create their own color scheme, they may generate an "Alternate Color Scheme" with the following features:

FEATURE COLOR	COLOR LOCATION
Body Color	The primary color for the overall exterior building material.
Trim Color	The color of trims at doors, windows, openings, eaves and any body accents.
Accent Color	Features such as doors, shutters, garage doors, etc.
Fascia Color*	The color of eaves, overhangs, and possibly wood stain.
Veneer Color*	The selection of stone or brick veneer.
Metal Color*	Features like iron work details, railings, gates, grilles, etc.
Precast Color*	Trims, surrounds or caps accents

*As needed for specific architectural styles utilizing these materials/details.

(e) Material Cladding of Foundation

No more than eighteen (18") inches (vertical dimension) of concrete foundation may be exposed to public view. If more than eighteen (18") inches of foundation is exposed, the exterior materials must be brought down over the face of the foundation or screened and maintained with evergreen shrubs to minimize the amount of exposed slab.

(2) Painting / Colors of Pipes, Vents & Functional Louvered Vents

All wall extrusions / penetrations, equipment attached to exterior walls or similar, including, but not limited to pipes (PVC, metal, etc.), wall vents, utility meters, exposed flashing, etc. must be the same color as the surface material they project out from or to which they are directly attached.

(3) Enhanced Cladding Materials

At a minimum, enhanced cladding materials shall be used on the front elevation and material returns on side elevations and may include masonry, stucco, wood shingles and metal, wood, vinyl or fiber cement siding applied authentic to the home's particular style of architecture.

(4) Wall Material Transitions

All transitions between materials shall occur at logical points in the elevation. Where there is a material transition from front elevation's primary material to another approved material on a side elevation, the front elevation's primary material is encouraged, but not required, to extend back at least five (5') feet or to a logical transition point, whichever is greater.

(5) Brick

Only earth tone colors are acceptable. Painted brick, including whitewashed, will be permitted on a case-by-case basis as determined by the ARC and shall be of a matte finish. Brick shall meet standard specifications established by The Brick Institute of America.

(6) Stone

Any and all stone utilized on the exterior of a home shall be earth tones.

(7) Masonry Mortar Joints

All mortar joints shall be tooled. Mortar colors if used, shall be selected to complement the brick or stone color. Caulking of vertical expansion joints and border joints must match mortar color.

(8) Siding

Traditional applications of siding are typically installed horizontally and include panels, traditional lap or Dutch lap with an exposed panel greater than four (4") inches. The use of particle board, or any sheet siding is prohibited.

(9) Stucco

If used, the use of authentic stucco is required and must be installed by a certified professional. The use of matte-finished stucco board is prohibited. The stucco shall conform in color with all other exterior housing materials.

The use of matte-finished stucco board is only permitted on the sides and rear of the home if it does not side or rear a street or an amenity such as, but not limited to, a corner lot, lake, greenbelt, trail, or is otherwise visible to the public. The stucco shall conform in color with all other exterior housing materials.

(10) Trim

All trim shall be smooth/ semi-smooth, high-quality finish grade stock wood or fiber cement board.

(11) Windows

Window type/color/finish shall be complementary to the overall character of the home's design. Reflective, "mirrored" or tinted glass other than bronze or gray is not permitted. Materials in windows such as newspaper, aluminum foil, etc. are strictly prohibited.

(12) Awnings

Canvas awnings are prohibited.

H. Exterior Building Lighting

(1) Lights may not be mounted in a way or installed in locations which will allow them to shine onto or be a nuisance to neighboring properties. Any lighting on individual Lots shall be directed away from adjoining property. Light sources shall not conflict with the sight lines of pedestrians or motorists in a manner which endangers their safety and welfare.

(2) The ARC and/or HOA retain the right to require additional shielding, screening and or removal of lights and fixtures (at the current Owner's sole expense) which are deemed a nuisance at the sole discretion of the ARC and/or HOA.

(3) All light fixtures and their locations shall be submitted (clearly noted on the plans) to the ARC and Applicant must receive written approval from the ARC prior to installation.

(4) All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste.

(5) Exterior mounted lamp housings must shield lamp from view and the direct light.

(6) All exterior lighting, including LED lights must be of soft, warm white lighting and shall not exceed a light output of seventy-five (75) watts or equivalent. Decorative or lantern fixtures shall not exceed a light output of forty-five (45) watts or equivalent per fixture.

(7) Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights are acceptable. Sodium, mercury vapor, or bare HID yard lights are prohibited.

(8) Conduits and wiring shall remain concealed from view of the neighboring Lots and all public views.

(9) Each home will be required to have a minimum of one (1) front porch light fixture, either wall-mounted or recessed soffit lighting.

(10) Each home will be required to have a minimum number of light fixtures on the front garage elevation.

(Reference Section "2.6 Urban Yard Home Requirements" and "2.7 Motor Court & Mini Motor Court Home Requirements".)

(11) Flood lights may not be mounted higher than the first-floor plate height and may not be located on the front elevation.

(12) Soffit/Eve-Mounted Accent Lights

(a) General
Lights may not be mounted in a way or installed in locations which will allow them to shine onto or be a nuisance to neighboring properties.

(b) Front Elevation
Recessed soffit/eve-mounted accent lights may be used on the first (1st) story and second (2nd) story of the front elevation.

(c) Side & Rear Elevation
Recessed soffit/eve-mounted accent lights may only be used on the first (1st) story of side or rear elevations which do not face an adjacent residential Lot. (i.e. A side elevation which faces either a side street on Corner Lots or faces an Amenity is authorized. A rear elevation which faces an Amenity is authorized.)

(d) If used, soffit/eve-mounted accent lights:

(i) Must be fully recessed (the bulb and/or lens may not extend out of the can).

(ii) Lights must be angled straight down.

(iii) Lights may not exceed forty (40) watts or equivalent output.

(iv) One (1) light temperature must be used for all lights, which must be between 2700K and 3000K to produce soft warm white illumination.

(v) Lights must be static. Lights which flash or pulse are strictly prohibited.

(vi) Light cans and trim must match the color of the soffit/eve to which it is installed.

(vii) Lights may not be mounted in a way or installed in locations which will allow them to shine onto and/or be a nuisance to neighboring properties.

I. Antennas

(1) Television antennas on roofs shall be avoided.

(2) If placed outside, the antenna shall not encroach on neighboring private or public property.

(3) Antennas, satellite dishes, and radio towers shall be located in the least conspicuous location while still allowing for satisfactory reception.

(4) If multiple locations will provide satisfactory reception, the least conspicuous location must be used.

(5) If the antenna is placed on the site, it is suggested that the smallest antenna possible be used to avoid attention.

(6) The ARC reserves the right to require additional vegetation and/or fence screening, as determined on a case-by-case basis to minimize visibility to the public and/or neighboring properties.

(7) Radio towers are prohibited.

(8) All cabling shall be concealed.

2.6 Urban Yard Home – Requirements

In addition to the General Requirements (for ALL homes) provided in Section 2.5, below are the specific requirements for all Urban Yard Homes.

A. Lot Coverage

The total of all hard surfaces created during initial construction of the residence (including: building pad, garage, Driveway, Private Walkways, porches, patios, etc.) shall not exceed:

Sixty-Five (65%) Percent Maximum

B. Lot Setbacks

(Reference Exhibits: "B1" – "B2")

C. Square Footage

ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the house square footage. Stairs and two-story spaces shall only be counted once.

The allowable square footage for all Urban Yard Homes in Discovery Park shall be:

LOT WIDTH	MINIMUM SQFT.	MAXIMUM SQFT.
50'	1,900	3,200
60'	2,450	No Maximum

D. Minimum House Width

The minimum width of a house shall be no less than fifteen (15') feet narrower than the applicable typical product Lot width. See examples below.

TYPICAL LOT WIDTH	MINIMUM HOUSE WIDTH
50'	35'
60'	45'

E. Private Walkways

A minimum of one (1) walkway, which complies with the City of Austin Visitability requirements, must extend from the primary entrance of a home to a public pedestrian sidewalk or front driveway.

If another walkway is provided from the home to a public pedestrian sidewalk or front driveway it does not have to be compliant with the City of Austin Visitability requirements and may be constructed of materials compatible with the architectural style of the home (i.e. pavers, stepping stones, etc.)

Private Walkways shall be a maximum width of four (4') feet.

F. Public Sidewalks

Builder is responsible for installing a four (4') foot public sidewalk which shall be constructed per the construction documents for Typical Roadway Sections, as provided by the Developer.

All public sidewalks must be doweled and properly reinforced.

G. Driveways

Some driveway locations may be predetermined and will be identified on the *"Section Fence & Driveway Layouts"* available online at www.KenAnderson.com > Residential > Easton Park.

On Corner Lots, where driveway is on same side as front elevation, builder must locate the driveway on the interior side of Lot.

To maintain a clear path for fire access on local roads, some Lots within Discovery Park have been designated with specific driveway locations (either the left or right side of the Lot). These Lots are identified on the "Section Fence & Driveway Layouts".

(1) Driveway Responsibility/Construction

Builders are required to install the driveway out to the street using best professional practices, to include reinforcement of concrete and expansion joints. All driveways must be constructed per the 6.5 CITY OF AUSTIN FLARED TYPE 1 DRIVEWAY (NO. 433S-lA).

(Reference Exhibits: "E1" – "E4")

(2) Driveway Materials

All driveways shall be standard-gray reinforced concrete.

(3) Driveway Widths – (2-Car Garage)

Driveways serving two (2) car garages shall be:

(a) Location

Centered on the garage door.

(b) Minimum Width (at the Property Line)

(i) Front-Load Garage (Garage door parallel with the street.)
Sixteen (16') Feet

(ii) Swing-In Garage (Garage door perpendicular with the street.)
Twelve (12') Feet

(c) Maximum Width

(i) At Garage
May not extend more than six (6") inches beyond the side edge(s) of the garage or twenty-five (25') feet, whichever is less.

(ii) At Public Sidewalk
Driveways which are wider than seventeen (17') feet at the garage shall gently taper down to a maximum width of seventeen (17') feet at the interior edge of the Public Sidewalk.

(4) Driveway Widths – (3-Car Garage)
Driveways serving three (3) car garages shall be:

(a) All Urban Yard Homes garage configurations are allowed to have three (3) car garages. Paved space, which does not lead directly into a garage door, is prohibited.

(b) Garage

(i) For three (3) car garages, in which all doors are facing the street (side-by-side), the third garage bay shall be recessed a minimum of one (1') foot. A landscape planter at the driveway taper is required in this configuration.

(Reference Exhibit "E5")

(ii) All Swing-In configurations will be permitted to have a side-by-side three (3) car garage.

(c) Minimum Width

(i) Front-Load Garage (Garage door parallel with the street.)
Sixteen (16') Feet

(ii) Swing-In Garage (Garage door perpendicular with the street.)
Twelve (12') Feet

(d) Maximum Width

(i) At Garage
May not extend more than six (6") inches beyond the side edge(s) of the garage or twenty-eight (28') feet, whichever is less.

(ii) At Public Sidewalk
Driveways which are wider than twenty (20') feet at the garage shall gently taper down to a maximum width at the interior edge of the Public Sidewalk of twenty (20') feet.

(Reference Exhibit "E5")

H. Lighting
Each Urban Yard Home will be required to have a minimum of two (2) wall-mounted light fixtures on the front garage elevation.

2.7 Motor Court & Mini Motor Court Home – Requirements

In addition to the General Requirements (for ALL homes) provided in Section 2.5, below are the specific requirements for all Motor Court & Mini Motor Court Homes.

A. Lot Coverage

The total of all hard surfaces created during initial construction of the residence (including: building pad, garage, Driveway, Private Walkways, Public Sidewalks, porches, patios, etc.) shall not exceed coverage percentages noted below.

(1) Motor Court
Seventy (70%) Percent Maximum

(2) Mini Motor Court
Seventy-Five (75%) Percent Maximum

B. Lot Setbacks

(Reference Exhibits: "B3" – "B7")

C. Square Footage

ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the house square footage. Stairs and two-story spaces shall only be counted once.

The allowable square footage for all Motor Court & Mini Motor Court homes in Discovery Park shall be:

LOT DESIGNATION	MINIMUM SQFT.	MAXIMUM SQFT
Mini Motor Court ("Mini Quad")	1,400	2,100
Motor Court ("Quad")	1,900	No Maximum

D. Minimum House Width

The minimum width of a house shall be as follows:

TYPICAL LOT WIDTH	MINIMUM HOUSE WIDTH
45'	32'
60'	32'

E. Driveway Widths

Overall dimension of all shared driveways shall be centered on the property line.

(1) Minimum Width
Fourteen (14') feet

(2) Maximum Width
Twenty (20') feet

F. Garages

Mini Motor Court Homes shall have a garage capable of accommodating a minimum of one (1) full-size automobile(s) and a maximum of two (2).

G. Lighting

Each Motor Court and Mini Motor Court Homes will be required to have a minimum of one (1) wall-mounted light fixture on the front garage elevation.

III. FENCING

3.1 General

This chapter outlines required fencing locations and types.

3.2 Fence Responsibility

Fencing as referred to in these Guidelines will be the responsibility of each builder as they develop Lots, unless otherwise designated as a Developer installed fence on the Section Fence & Driveway Layouts.

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

3.3 Fence Types & Requirements

A. General

It is the current property Owner's sole responsibility to ensure that any fence and/or gate be pool barrier compliant and be inspected and approved by an actively certified third-party inspector.

(1) Locations of each fence type will be marked on the "Section Fence & Driveway Layouts".

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

(2) No exposed ends will be permitted and the fence end must match the profile of the fence.

(3) All fence hardware connections are to be screw or ring shank nails, on a straight-line guide.

(4) No used or reclaimed material is allowed.

(5) Fences are to be kept in good repair.

B. Wood Fence – Good Neighbor

All fences indicated to be *"6' Good Neighbor Wood Fence"* on the *"Section Fence & Driveway Layouts"* which do not face a public view shall be six (6') foot solid picket (alternating panels).

(Reference Exhibit: "C1")

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

All wood fence elements, within Discovery Park, shall be stained one (1) consistent color throughout the neighborhood, utilizing two (2) coats of stain (BEHR Semi-Transparent Cedar Chatham Fog #ST-154) or Developer approved equal.

C. Metal Fence

All fences indicated to be *"6' Metal Fence"* on the *"Section Fence & Driveway Layouts"* shall be of a manufactured product that uses pre-galvanized steel with a zinc rinse and a black powder coat finish. All metal fencing will be of a design that allows it to easily accommodate changes in elevation by use of a rackable system.

All metal fencing will have a flush mount rails (flat top, flat bottom). All metal fencing will have a minimum twenty (20) year manufacturer warranty. Tube steel fence shall meet or exceed these specifications or Developer approved equal.

(Reference Exhibit: "C2")

(Reference "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

3.4 Fence Locations

(Confirm specific fencing types and locations on the "Section Fence & Driveway Layouts" available online at www.KenAnderson.com > Residential > Easton Park.)

A. Front Fences

Front fences shall be set back, a minimum of five (5') feet and maximum of ten (10') feet, from front corner face of the house unless there are conflicts with windows, mechanical equipment or other architectural elements of the house.

(Urban Yard Homes - Reference Exhibits: "C3" & "C6")
(Motor Court & Mini Motor Court Homes - Reference Exhibits: "C7" – "C8")

B. Side Fence (Street Side – Corner Lot)

(Urban Yard Homes - Reference Exhibits: "C3" & "C6")
(Motor Court & Mini Motor Court Homes - Reference Exhibits: "C7" – "C8")

C. Side Fence (Amenity Lot)

Lots which sides an Amenity shall have the side fence located on the side property line and, where a side material transition occurs, the front fence shall not be located behind side material transition.

(Reference Exhibit: "C4")

D. Side & Rear Fence (Perpendicular Lots)

Side or rear fences on Corner Lots that perpendicular to the Lot behind them will be per the exhibit(s) referenced below.

(Reference Exhibit: "C6")

3.5 Equipment Screening

A/C units, pool equipment or other equipment shall be fully screened from public view with landscape. Landscape screening shall create a solid screen immediately when planted per the requirements below.

A. Interior Lots

Buyer must install at least one native shrub at the front of the A/C Unit and or Pool Equipment. The shrub must be at least half the height of the tallest-unit it is screening, and must be full, fast growing, hardy and drought resistant. Vegetation cannot be split/torn into multiple pieces. If a shrub and or other vegetation item are split/torn into pieces to plant in multiple areas, those plants will not be counted towards meeting the landscape requirements and their replacement may be requested at Final Inspection.

B. Corner Lots & Side Amenity Lots

Buyer must install at least one native shrub at the front of the A/C Unit and or Pool Equipment. One additional shrub must be installed on the street-facing/Amenity-facing side of each A/C Unit. Pool Equipment, depending on the size of the cluster, may require the installation of additional shrubs to create adequate side screening. All shrubs must be at least half the height of the tallest unit it is screening and must be full, fast growing, hardy and drought resistant.

3.6 Gates

A. Front Fence Gates

Gates will be allowed on front fences.

B. Side Fence Gates

Gates on side fences are only permitted on Motor Court & Mini Motor Court Lots as shown in Exhibits "C7" – "C8".

C. Rear Fence Gates

Gates on rear fences are only permitted on Motor Court & Mini Motor Court Lots as shown in Exhibits "C7" – "C8".

IV. LANDSCAPE

4.1 Landscape Approach

All Landscaping on a residential Lot must be installed, in compliance with these Guidelines, by the builder prior to the Final Compliance Inspection and closing on the home.

4.2 Drainage

Drainage Texas law in conjunction with the Texas Water Code requires that the Owner ensure that the placement of any improvement or Landscaping does not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property Owner(s). The drainage from each Lot should be directed to the street where possible. In instances where the rear area of a Lot is lower than the elevation of the street, a Lot-to-Lot drainage solution may be needed. In these situations, a Lot cannot block drainage from an adjacent Lot that naturally flows across that Lot on a path to a drainage swale, stream or outlet. Enforcement of this requirement is by the affected property Owner(s).

4.3 Irrigation

All areas/yards on a Lot which are landscaped with sod, planter beds, vegetation and/or trees shall be fully irrigated.

Care shall be taken to avoid irrigation spray and runoff on adjacent property and public sidewalks.

A. All irrigation systems shall be:

(1) Designed and installed by a licensed irrigator in the state of Texas.

(2) Be equipped with a backflow prevention device as mandated by appropriate local code.

B. Builders shall instruct the homeowners in the operation of the irrigation system.

4.4 Sod

A. Bermuda is required on all portions of the Lot and within the Right-of-Way, including the front, side, Rear Yards, and areas extending the curb except where planter beds are installed.

B. Sodding and Landscaping of areas not on a residential Lot will be installed by the Developer and mowed/maintained by the HOA.

4.5 Landscape Beds

A. Landscape beds are not permitted along the public sidewalk.

B. All planting beds shall be mulched with black or dark brown hardwood mulch or aggregate mulch. Other materials to be used in place of mulch will be submitted to the ARC for written approval prior to installation.

C. Aggregate mulch is allowed in bed areas and as a replacement for turf areas. If used, aggregate mulch beds must be installed with a weed barrier fabric and an approved edging border.

D. Aggregate mulch must have a minimum diameter of three-eighths (3/8") inch.

E. Minimum diameter for aggregate is increased to three-quarters (3/4") inch in areas where slopes exceed five (5%) percent.

4.6 Plant Bed Edging

A. Planter bed edging is not required. If edging is installed, it must be complementary with the materials of the residence, such as stone.

B. Steel, aluminum, concrete, or masonry edging is preferred.

C. Brick borders, timbers, rubber and plastic bed edges are not permitted.

D. Plant bed edging requirements are not limited to those listed in these Guidelines. Plant bed edging materials and construction design must be approved in writing by the ARC prior to installation.

E. Bed edges at a minimum must be "V-Cut".

4.7 Plant Material

A list of appropriate planting material is available in the *"Approved Plant List"*. Other plant material may be utilized if approved in writing by the ARC. However, plants provided in the "Approved Plant List" are preferred and shall be the predominate plant material. Builders are encouraged to use a blend of plant materials and layouts to avoid monotony of the streetscape.

(Reference Exhibit: "D8")

4.8 Installation

Careful consideration shall be taken when planting large trees and shrubs near the foundation and hard surface areas to avoid damage by the plant's root system. Trees, shrubs and planter beds placement shall not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract.

Avoid planting trees and/or large shrubs in close proximity to the address plaque to maintain a clear view corridor from a majority of the street.

4.9 Gravel & Rock

Gravel and rock may be used, but is not permitted for use or substitution for shrubs, ground cover, and may not extend to within twenty-four (24") inches of the interior side of the public sidewalk.

4.10 Maintenance

Each property Owner is required to mow their yards (including the Front Yard area between the front property line and the back of curb) and maintain all landscaped areas within their property.

4.11 Parkway Strip Landscape

The area between the back of curb and the Public Sidewalk.

A. A sight distance area of fifty (50') feet from a street intersection must be irrigated and landscaped with sod.

B. A sight distance area of ten (10') feet from a driveway cut may not contain plants with a mature height greater than two (2') feet.

C. Landscape beds (when used) within the Parkway Strip must be irrigated and mulched with aggregate mulch.

4.12 Front Yard Landscape

The total Front Yard area shall be a maximum of sixty-five (65%) sod. The other thirty-five (35%) shall be landscape beds populated with the minimums shown in the table below.

FRONT YARD PLANT QUANTITY REQUIREMENTS				
	TREES		HARDY SHRUBS	
LOT WIDTH(S)	1.5" Caliper Shade Tree	Ornamental Tree (6' tall min. at installation)	1 Gallon	5 Gallon
45' - 50'	1	1	15	10
60'	1	1	18	12

Shade Tree trunk caliper to be measured at two (2') feet above natural grade.

At a minimum, five (5) gallon hardy shrubs must be installed at four (4') foot on center to reduce the visual impact of the slab. Plants used to screen the foundation count towards the total number of required five (5) gallon hardy shrubs for that Lot.

(Reference Exhibit: "D3")

4.13 Side Yard Landscape

A. Interior Side Yard(s)

(1) Landscape beds (when used) in the interior Side Yard must be mulched with hardwood or aggregate mulch.

(2) Up to sixty (60%) percent of interior Side Yards may be landscaped with aggregate mulch only (no plantings).

B. Corner Side Yard

(1) The street Side Yard of Corner Lots shall have plant material along the outside of the street-facing side fence. Refer to the Plant List and Exhibits referenced in this section for more detailed requirements.

SIDE YARD (CORNER LOT or AMENITY) PLANT QUANTITY REQUIREMENTS			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" Caliper Shade Tree	Ornamental Tree (6' tall min. at installation)	24" Min. Height at Installation
45' - 50'	1	1	Continuous Hedge/ Evergreen Screening Plants
60'	1	1	

Shade Tree trunk caliper to be measured at two (2') feet above natural grade.

(2) A fifty (50') by fifty (50') foot sight distance triangle shall be maintained at corners. Positioning of the trees and shrubs shall also not impede pedestrian access on the public sidewalk.

(3) **Side Yard, Corner Lot - Front Loaded**
(Reference Exhibit: "D4")

(4) **Side Yard at Amenity – Typical**
(Reference Exhibit: "D5")

(5) **Side Yard, Perpendicular Corner Lot**
(Reference Exhibit "D7")

(6) Landscape beds in the Side Yard must be irrigated and must be mulched with either hardwood or aggregate mulch.

4.14 Rear Yard Landscape

A. Backyards must be fully landscaped with sod (must be irrigated) or aggregate mulch to stabilize the ground surface.

B. Landscape beds and tree plantings (when used) must be irrigated.

C. Rear Yards which rear an Amenity shall have a continuous landscape bed along the interior side of the rear fence; populated with at least the plant quantities as shown below. Additional shrubs may be required to fully screen the foundation.

REAR YARD (AMENITY) PLANT QUANTITY REQUIREMENTS				
	TREES		HARDY SHRUBS	
LOT WIDTH(S)	1.5" Caliper Shade Tree	Ornamental Tree (6' tall min. at installation)	1 Gallon	5 Gallon
45' - 50'	1	1	15	10
60'	1	1	18	12

Shade Tree trunk caliper to be measured at two (2') feet above natural grade.

D. **Rear Yard at Amenity – Typical**
(Reference Exhibit: "D6")

4.15 HOA Landscape Maintained Areas

A. Motor Court homes along Apogee Boulevard have a fifteen (15') foot landscape/access easement across the front of their Lots. This landscape easement is intended to be used to plant street trees and Landscaping near the ROW. It will be maintained by the Developer until it is turned over to the HOA.

B. Permanent structures and/or elements placed within this easement, except for a private walkway connecting the public sidewalk to the primary entry of the dwelling, are strictly prohibited. Structures or elements, of any kind, placed in this area by the Builder or Owner shall be removed at the Owner's sole expense.

V. PROCEDURES & SUBMISSIONS (For builders during initial home construction.)

5.1 General

The builder is solely responsible and liable for following the requirements of these Guidelines regardless of whether detail(s) of items are noted/called out on reviews/documentation including, but not limited to plans, permits, applications and inspections.

5.2 Procedure

The review process begins when a Builder submits an online application including a set of plans, drawings, specifications and other required information to the ARC for processing. Submissions shall be made online at www.KenAnderson.com > Residential > Easton Park.

5.3 Required Submission Information

The builder is required to submit the following information to be reviewed by the ARC.

A. Master Plans

In order to provide the shortest turnaround time for reviews the following shall be required. When submitting a Master Plan Application for review, builders shall submit:

(1) Each elevation as a separate submission. (i.e. Elevation "A" should be a separate application/ submission from Elevation "B".)

(2) Each Master Plan (elevation) must be submitted separately for each Section of Discovery Park that the builder intends to build that plan elevation.

(3) Each Master Plan (elevation, such as elevation "A") submission shall only include the plans, elevation, option(s), etc. sheets that pertain to that particular Master Plan (elevation).

(4) Floor Plans

(5) Electrical Plans (showing all exterior lighting)

(6) Roof Plan

(7) Material(s) location(s) clearly called out on plans.

(8) Statement of House Square Footage

(a) Base square footage of the plan.

(b) Square footage of each option (if any) which adds livable square footage.

Square footage will be measured as follows:

(i) To the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco).

(ii) Stairs and two-story spaces shall be counted only once.

(iii) Unfinished area, that can be easily converted for future use, will be included.

(iv) Exclude the following from square footage:

- Garages, porches or other appendages.
- A/C returns, pipe chases, fireplaces and non-structural voids.
- Spaces with ceiling height of less than six (6') feet.

Written approval from the ARC must be received before submitting for a Building Permit.

B. Building Permit

In order to provide the shortest turnaround time for reviews the following shall be required. When submitting a Building Permit Application for review, builders shall submit:

(1) Architectural Plans

Architectural Plans shall include the following:

(a) Floor plans and (all applicable) exterior elevations for the elevation being submitted.

(b) Electrical Plans (showing all exterior lighting)

(c) Roof Plan

(d) Material(s) location(s) clearly called out on plans.

(e) Statement of House Square Footage. (Note that ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the house square footage.)

(2) Site Plan

Site Plan drawing including the following information:

(a) Section Number, Block Number, Lot Number

(b) Property Lines, Right of way, minimum setbacks & Easements

(c) Actual footprint of house and garage, with dimensions of main elements from property lines.

(d) Driveway, patios, walls and any other flatwork, fully dimensioned

(e) Locations of inlet(s)

(f) Total percentage of coverage of all impervious cover including house, garage, walkways, driveway, patios, porches, etc.

(g) Location, height, type and material of each exterior fence or wall.

(h) If applicable, any temporary construction facilities such as trailers, storage locations, fences, temporary Signs, lights, model home parking lots, etc.

5.4 Quality of Submission Content

It is in the interest of both the Builders and the Developer that this process be a smooth and timely one. For that purpose, the approvals can be facilitated if complete and high-quality documentation is provided to the ARC. When an Application is received, it is reviewed for completeness. An Application that is not complete and/or not clearly readable will be returned (without review) with an explanation of the reasons for this action. A complete Application will be processed and reviewed by the ARC.

5.5 Submission Timing

Submissions to the ARC for approval may be made at any time. Responses will generally be made within seven (7) business days from receipt of a completed online application (including all correct information, applicable supporting and required documents in electronic format), however a lack of response after ten (10) business days shall be deemed a rejection.

5.6 Submission Fees

A. Nominal fees have been established by the Developer to help defray the expenses associated with the community-based review of improvements and inspections. These fees are adjusted from time to time and are based on the complexity of the project proposed as well as other factors. Payment for all submission review and inspection fees shall be made payable to the address listed below and list of current fees can be obtained from:

Carma Easton, LLC
11501 Alterra Parkway, Suite 100
Austin, Texas 78758

B. Builders shall make a single payment for all initial ARC reviews and inspections for each Lot at the time the builder closes on the Lot, which shall include:

- Builder Permit Review
- Lot Ribbon Inspection
- Final Compliance Inspection

C. Builders shall make payment for Master Plan reviews at the time of submission.

D. Builder shall make payment for any resubmission(s) and/or re-inspection(s) at the time of permit resubmission and/or re-inspection request.

5.7 ARC Action on Submittals

Notice of Approval, Conditional Approval or Disapproval of each submission will be returned to the Applicant via email or other electronic means which the ARC deems appropriate. Builder may request a Lot Ribbon Inspection immediately following receipt of written Final Building Permit Approval from the ARC. Approval by the ARC does not constitute an approval by any other entities.

5.8 Approval from Additional Entities

Applicant/Builder is solely responsible for obtaining all applicable written approvals from all applicable governing bodies, agencies, offices and/or entities. Approval by the ARC does not constitute an approval by any other entities.

5.9 Expiration of Permits

All approved or conditionally approved permits shall be exercised within one (1) year from the date of approval, or the permit shall be null and void.

5.10 Variances

Variances to these Guidelines may be granted by the ARC. Any variance granted will only be applicable to the specified site and conditions for which the variance was granted, only if it has been identified in writing on the submitted plan and specifically approved in writing by the ARC. Granting of such a variance will not modify or change any Guidelines as they apply to other Lots or conditions.

All variances shall be exercised within one (1) year from the date of approval or the variance shall be null and void. If an extension is needed, the Applicant/Builder must submit an application in writing, thirty (30) days prior to the expiration and for good cause, the ARC may grant an extension of time not to exceed one (1) year.

5.11 Construction Timeline

Construction of dwellings, which have received prior written approval or conditional approval by the ARC, shall commence within one (1) year of the permit date and shall be completed within one (1) year.

The ARC may grant an extension for construction on a case-by-case basis, but the request for an extension must be made at least thirty (30) business days prior to the conclusion of the completion deadlines noted above.

5.12 Inspection Procedures and Penalties

A. Lot Ribbon Inspection Procedures and Penalties (Including Builder Notice Signs)

A representative of the ARC must inspect the unimproved Lot, prior to any construction, to assess that the house and driveway layout and orientation have been properly ribboned (by the Builder's survey company) in conformance with the approved plans, permits and these Guidelines. The Builder is ultimately, solely responsible and solely liable for improvement of the Lot in conformance with the approved plans, permits and these Guidelines. No construction of any kind may be conducted without prior written approval from the ARC. Any improper and/or unauthorized construction on a Lot, at the Developer's sole discretion, may levy a two-hundred and fifty dollar ($250) fine and twenty-five dollars ($25) a day until construction ceases.

All Lots must have a Builder Notice Sign correctly displayed on the Lot from the time of the Lot Ribbon Inspection until final grading for Landscaping has started. At which time a permanent address plaque or numerals must be installed on the front elevation of the home.

Notice Signs are available, free of charge, at the Builder's Compound. For details please contact:

Brookfield Properties
On-Site Construction Manager

Information about the Notice Sign and how to correctly fill it out is available on the *"Survey Ribboning & Builder Notice Sign before a Lot Ribbon Inspection"* guide referenced below.

(Reference the online guide: "Survey Ribboning & Builder Notice Sign before a Lot Ribbon Inspection" available at www.KenAnderson.com > Residential > Easton Park.)

B. Final Compliance Inspection Procedures, Penalties, and Variances

A representative of the ARC must inspect the improvements to verify that they have been constructed in conformance with the ARC approved plans and these Guidelines. The Final Compliance Inspection represents a selected portion of these Guidelines; it should not be considered as a total approval of these Guidelines. Inspections conducted by the ARC's assigned representative are aesthetically based only and in no way, include inspections pertaining to code compliance or to the integrity of the home and/or improvements. Builders are solely responsible and solely liable for ensuring that all construction and/or improvements meet or exceed all applicable codes, good building practices and comply with all local and federal regulations, laws, etc. Each builder is ultimately responsible to make sure every home is built to be in full compliance with these Guidelines.

This Final Compliance Inspection does not constitute review, inspection or approval by any other applicable governing bodies, agencies, offices and/or entities, which Applicant/Builder is solely responsible for obtaining.

(1) Request for Initial Final Compliance Inspection

Once a home is completed, each Builder is solely responsible for making a request to the ARC for a Final Compliance Inspection, using the online request services at www.KenAnderson.com > Residential > Easton Park. Request for a Final Compliance Inspection must be made at least seven (7) days before the home closes.

A final survey (including all fences, pools and other installed improvements) must be submitted to the ARC at the time the Final Compliance Inspection request is made. Anyone who fails to meet the requirements will be subject to a two-hundred and fifty ($250.00) dollar fine, which may be deducted from the Builder's construction deposit and/or damage deposit.

If the property does not pass its initial Final Compliance Inspection, the builder will have fourteen (14) days to correct all items listed on the Final Compliance Inspection report. It is the builder's sole responsibility to request a re-inspection once the necessary corrections have been completed otherwise a re-inspection will be conducted automatically after the fourteen (14) days have expired.

(2) 2nd Final Compliance Inspection *(Re-Inspection)*

If the property does not pass its 2nd Final Compliance Inspection, the builder will have fourteen (14) days to correct all items listed on the Final Compliance Inspection report. It is the builder's responsibility to request a re-inspection once the necessary corrections have been completed otherwise a re-inspection will be conducted automatically after the fourteen (14) days have expired.

If home is closed prior to re-inspection and the inspector needs access to areas of the property behind the front fence, the builder must acquire written approval from homeowner to allow ARC representative to access the exterior property to conduct inspection.

(3) 3rd Final Compliance Inspection *(Re-*Inspection)

The property will be inspected one (1) final time. If all outstanding items have not been corrected, the following may occur:

(a) The builder will be issued a Final Compliance Inspection verdict of "Closed Non-Compliant" and a copy will be sent to the HOA.

(b) All New Construction Submittals/Building Permits (starts) may be put on hold company-wide until all outstanding inspection items are brought into compliance.

(c) Responsibility for bringing all outstanding items into compliance will transferred from the builder to the Homeowner and resolution may be enforced through the HOA as a request to comply with these Guidelines.

(d) When necessary the HOA will inform the Homeowners that the home was inspected multiple times to allow the builder to bring the outstanding items into compliance, and that it was the Builders sole responsibility to make sure that all construction requirements were met before the home closed.

5.13 Remedies

Additional remedies and enforcement rights may exist under the Covenants. The ARC and/or HOA may file suit to obtain an injunction mandating compliance with the Covenants and the Guidelines. The ARC and/or HOA has the further right, after proper notice to the Owner, to go onto the property where a violation exists, fix or remove the violation, and collect any costs incurred from the Owner.

5.14 Changes in Review Process

The ARC reserves the right to alter the review process in order to ensure an adequate review of all submissions while reasonably accommodating the needs of Applicants/Builders.

5.15 Governmental Regulations

The Covenants and these Guidelines are not intended to permit any action prohibited by applicable laws, rules, or regulations of any governmental authority. Where these Guidelines contain requirements in addition to or more restrictive than applicable governmental laws or regulations, the provisions of these Guidelines are binding and enforceable, and prevail over the requirements of such laws or regulations unless these Guidelines are expressly made unenforceable by law or judicial decisions.

5.16 Job Site Procedures

A. Trash Containment

All Lots under construction are required to have two (2) forms of trash receptacles on each lot ("Type A" & "Type B"). They must be kept on site and maintained during the construction process.

(1) Type A

Refers to a trash bin that will be used to contain trash material that will most likely be wind-blown from the construction of the home. This material includes, but is not limited to shingles, insulation, a/c ducts, and mortar bags. Material such as interior trim and tile will also be placed in this trash bin.

The three (3) sided trash bin will have an eight by eight (8' x 8') footprint and be made up of four foot by eight foot (4' x 8') (natural or black painted) solid wood material panels. The open side must always face the front of the house, away from the street. On Corner Lots this trash bin must be four (4) sided.

Heavy material such as lumber and brick should be placed in a single pile on the Lot under construction. Any additional small debris left over after trash pick-up should be placed in a trash bin. No random material should be left out around the house.

(2) Type B

Refers to a trash bin that will be used to contain trash from labor and trade personnel working on the job site (plates, cans, food trash, etc.). This trash bin will be a fifty-gallon (50) plastic drum or similar product that functions in the same capacity. Daily clean up food trash is required in order to reduce the amount of trash that is blown into the streets and neighborhood.

Each builder is solely responsible for enforcing the daily clean-up of food trash and making sure that all construction trash around the house is contained.

B. Concrete Washout

All concrete washouts shall be either wood formed and lined with tarp or Eco Pan (or Eco Pan equivalent) on a Lot which the Builder owns. Additionally, concrete washouts should be located (whenever possible) on Lots which have low traffic and/or visibility to the general public. Concrete washouts shall not be located on Corner Lots and shall have an erosion barrier installed and maintained solely by the Builder at all times. A Builder Notice Sign is required on Lots with concrete washouts. Each builder is solely responsible to ensure that all washout construction shall comply with TCEQ and EPA requirements.

C. Silt/Mud in Street

Each builder is solely responsible for ensuring that every Lot under construction has a silt fence installed along the entire street facing portion of the Lot and have at least two (2') foot returns at termination points. One (1), sixteen (16') foot maximum width access point may be utilized (generally the future driveway location), which must employ a proper erosion barrier, such as: rip-rap, wood chips, etc.

Unacceptable erosion barriers at access points include, but are not limited to: Curlex, sod, sandbags and back-cutting the dirt directly behind the curb.

All erosion barriers must be maintained and any silt or mud that develops must be removed immediately whenever possible and no later than the end of construction hours for that day.

Each builder is also solely responsible for repairing any silt fence that is damaged on an adjacent Lot during construction. This also includes the removal of any dirt or mud that accumulates in the street from access to a home under construction via an adjacent Lot.

Erosion barriers must meet or exceed minimum requirements of all applicable governing bodies, agencies, offices and/or entities.

D. Damage to Common Areas and/or Cul-de-Sac Island(s)

The builder is solely responsible for any damages incurred on the common areas and or cul-de-sacs sustained by the builder and/or their subcontractors or delivery trucks. This includes, but is not limited to ruts, planting damage, curb damage and/or irrigation damage. The builder will either be asked to replace or repair the damaged material or be billed for any damages.

E. Lot Mowing

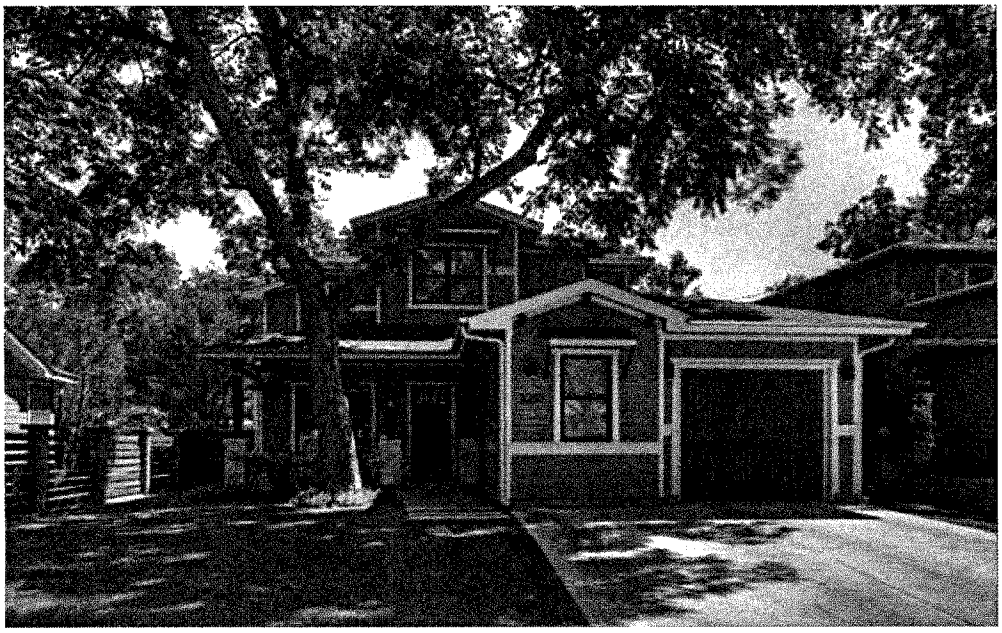
Each builder is solely responsible for ensuring that the Lots they own are maintained and mowed on at least a monthly basis or as necessary as determined by the ARC and/or the Developer.

VI. Exhibits & Diagrams

All exhibits & diagrams will be found on the pages that follow.

ARCHITECTURAL STYLE EXAMPLES
CRAFTSMAN

A1



The Craftsman style of architecture results in natural, warm, livable buildings characterized by horizontal forms and simple shapes.

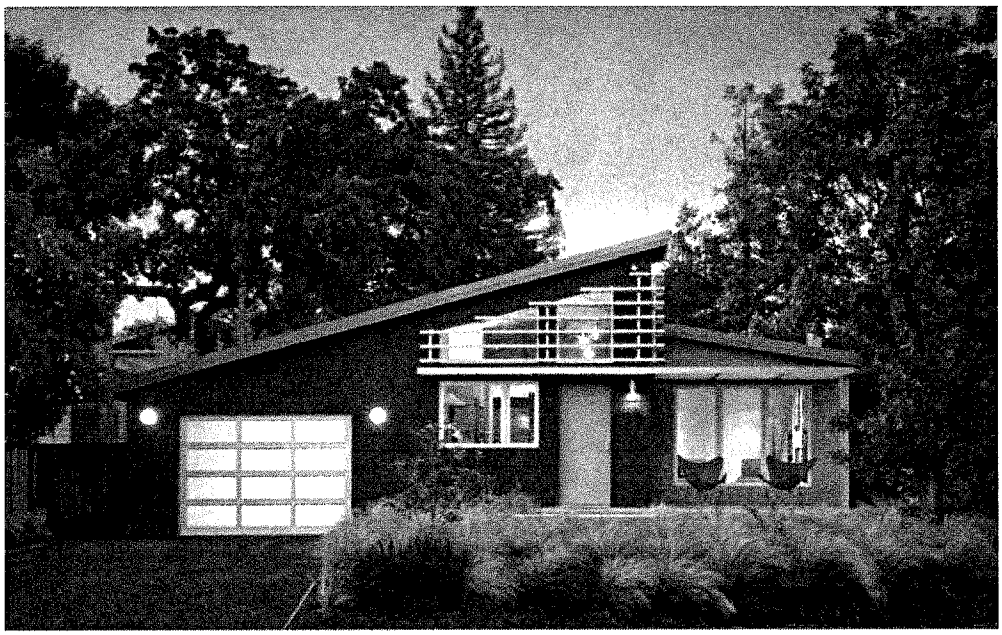
This style remains popular due to its timeless feel, but is not considered traditional. Roofs are gently pitched gables (occasionally hipped) with wide, unenclosed eve overhangs.

Exposed, extended, or elaborated roof rafters may also be used. Dormers are usually gabled or shed.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One, one and a half, and two story massing.
Roofs	Low to moderately pitched, gable or shed dormers, clipped gables with shake siding.
Porches	Integral part of house, tapered columns with brick/stone base, exposed truss at porch entry.
Chimneys	Natural or dressed stone exposed or centered within structure.
Windows	Divided grids/panes, grids in upper portion of window, vertical proportions, projecting bays (without angles) extending to foundation, boxed windows.
Entry Doors	Entry door with glazing on upper part of door.
Garage Doors	
Details	Knee bracing or other bracket detailing at top of column, exposed, extended or elaborated rafter tails, contrasting color on trim, fascia, post and exposed beams, decorative trim at windows and doors, V-groove siding as porch ceiling treatment.
Materials	Brick or stone as foundation finished material, brick or stone wainscot.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	

ARCHITECTURAL STYLE EXAMPLES
MID-CENTURY MODERN

A2

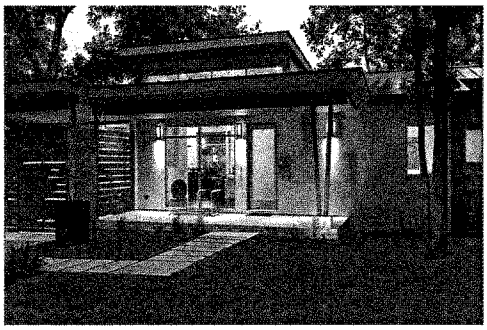


Mid-Century Modern homes were designed to be the forward-looking style of their time. Its design integrates the principles of organic architecture with elements of the International Bauhaus movement.

The charm of these houses, created by simplistic linear forms and low-sloping roofs, has recently emerged back into the design world and become a popular design style.

Mid-Century Modern emphasizes on creating structures with ample windows and open floor-plans with the intention of opening up interior spaces an bringing the outdoors in.

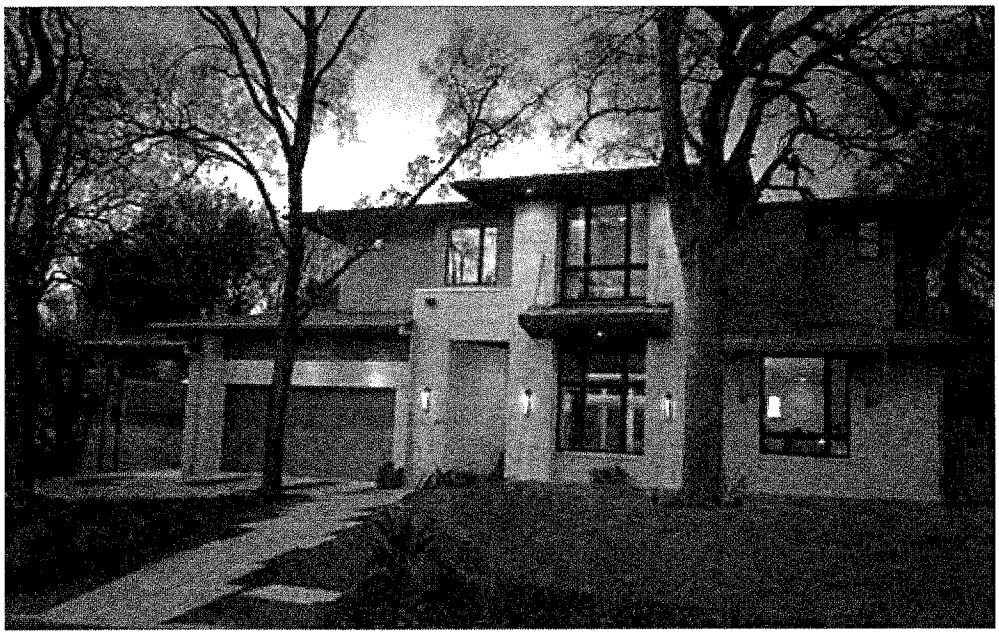
Many Mid-century homes utilized a post and beam structural design which eliminates the bulky support walls in favor of walls seemingly made of
glass.



STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing, flat planes, geometric lines, structural transparency, post and beam architecture.
Roofs	Flat and low sloping gable roofs.
Porches	Large vaulted porch, steel porch columns.
Chimneys	Design compatible with house design.
Windows	Large windows allowing light from multiple angles, geometric transom windows, metal awnings over windows.
Entry Doors	Glass entry door.
Garage Doors	Simple, linear form, wood or metal.
Details	Exposed beams from inside of house out to overhang.
Materials	Brick stone accents, tile accents as an exterior material, mixture of exterior materials, lap siding/board and batten.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Large back patio with indoor/outdoor relationship.

ARCHITECTURAL STYLE EXAMPLES
MODERN / CONTEMPORARY

A3



Contemporary house design integrates a wide number of style features. It melds historic elements with current lifestyle concepts, resulting in homes that are warm, inviting and connected with the outdoors.

Key features of a contemporary house design include irregular or asymmetrical facade, strong geometric shapes, extensive use of natural light, open floor plan to embrace outdoor space, clerestory windows, and varies from one to two stories.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing.
Roofs	Multiple low roof lines at different levels, wide overhangs, metal roofs.
Porches	Porch entry area with warm wood tones, flat roof and natural light above it, steel tubular columns, V-groove siding at ceiling.
Chimneys	Design compatible with house design.
Windows	Fixed, casement or awning windows with integrated window overhangs, clerestory windows following the roof lines.
Entry Doors	Solid glass or contemporary entry door.
Garage Doors	Garage door with geometric paned glass panels.
Details	Contrasting exterior colors (light stone with dark roof or vice versa).
Materials	Mixture of stone (clean cut) and stucco with wood accents, metal siding accents.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Use of parapet walls and asymmetrical design/metal, indoor/outdoor living at back porch.

ARCHITECTURAL STYLE EXAMPLES
MODERN FARMHOUSE

A4

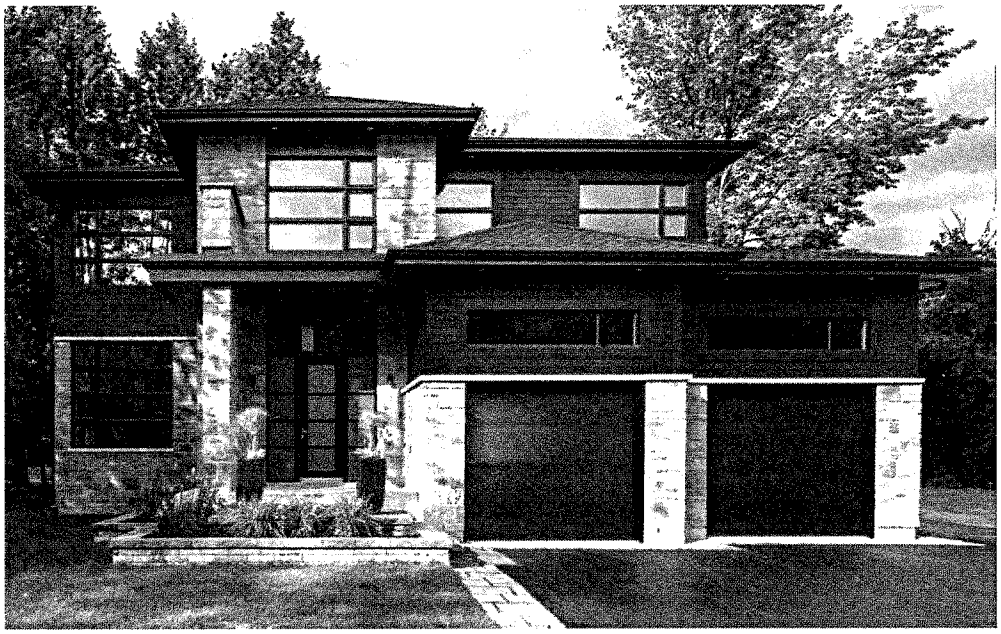
The modern farmhouse is a contemporary play on a traditional design. It evokes a nostalgic feeling of warmth and comfort of days-past by reshaping it with clean lines and simple materials for a fresh design.

Homes are typically one and two story dwellings with distinct elements such as oversized openings, light walls, gabled roofs and large porches and patios.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing.
Roofs	Sheet metal roof, exposed rafter tails, street/side facing gable, shed or gable dormers, gables.
Porches	Front porch wraps around to side for veranda view, designed to allow for indoor/outdoor living, V-groove siding at porch ceiling, open truss at porch entry area.
Chimneys	Design compatible with house design.
Windows	Large, minimal 1-2 panes per sash or fixed window, integrated window overhangs (complimentary to roof design), metal awnings with metal brackets.
Entry Doors	Double or wider door with multi-paned glass accents on each door.
Garage Doors	Glass panel (frosted or opaque) accents in garage door.
Details	Clean, simple lines and shapes.
Materials	Vertical siding on all sides, horizontal siding as accents to add balance, metal or stone accents.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Columns generally square, simply detailed, flat roof/arbor at covered patio at rear, raised plate heights at front elevation with single story flat porch/transoms above porch roof area.

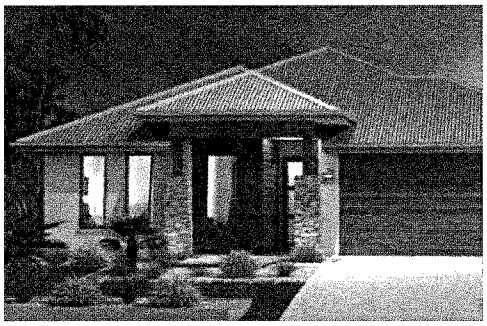
ARCHITECTURAL STYLE EXAMPLES
MODERN PRAIRIE

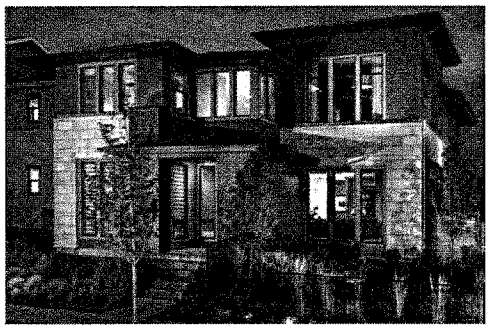
A5



The Prairie house plan is a uniquely American architectural style. Massive square or rectangular piers of masonry used to support porch roofs are an almost universal feature of high-style examples.

Other common details include window boxes or flattened pedestal urns for flowers, geometric patterns of small-pane window glazing, broad, flat chimneys, contrasting wall materials or trim emphasizing the upper part of the upper story, and decorative friezes or door surrounds consisting of bands of ornamentation.





STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	Solid Construction, one- and two-story massing, one-story projections. Building form is linear and low.
Roofs	Flat or hipped roofs with broad eaves.
Porches	Broad covered porches with square columns, sometimes with brick or stone bases.
Chimneys	Natural or dressed stone exposed, central chimney.
Windows	Windows assembled in horizontal bands, often with well-defined vertical detail subtly mimicking Japanese shoji screens.
Entry Doors	Hinged double doors, solid wood as well as glass, lights on sides of doors.
Garage Doors	Natural wood. solid, contemporary horizontal windows, all glass.
Details	Restraint in the use of decoration, broad overhanging eaves, symmetrical with subordinate wings or porches, floral and circular geometric forms and angular geometric designs, exposed rafters.
Materials	Strong horizontally-oriented facades.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Usually marked by its integration with the surrounding landscape.

ARCHITECTURAL STYLE EXAMPLES
TEXAS VERNACULAR

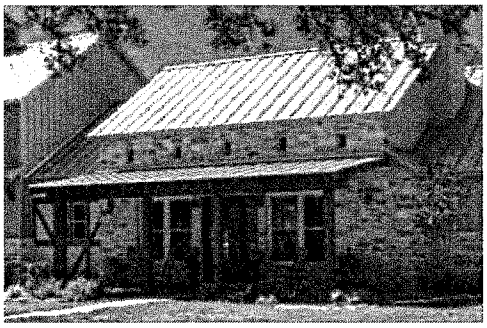
A6

Homes built in the Texas Vernacular style feature simplified entries, often tucked under wide porches with deep overhangs.

Simple shapes form the massing of the home with low pitched roofs featuring dark, earth toned shingles or metal standing seam roofing.

Stone is prominent in the facade and is often paired with stucco finishes or vertical board & batten siding.

Windows are proportioned vertically and are often accompanied by cedar brackets. Cedar details and accents are plentiful, though ornamentation is otherwise limited.



STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	Simple forms and massing.
Roofs	Composite shingle roofing in black or brown tones, metal roofing, exposed rafter tails and brackets are common under roof eaves in natural wood / cedar. Typical pitch includes 3:12 and 8:12.
Porches	Deep, full wide porches and verandas are encouraged, porch posts are square.
Chimneys	Chimneys are important elements in building massing and should be designed as an architectural main feature.
Windows	Windows are vertical in proportion, bay windows are common.
Entry Doors	Simple entryway.
Garage Doors	Garage door has minimal glazing, however it requires hardware.
Details	Decorative brackets.
Materials	Stone and stucco are incorporated into the siding, stone should be 50% of the front facade. Cedar/wood accents, shutters with hardware.
Colors	Exterior colors are often shades of brown or earth tones. Reference "Color Scheme Examples" Exhibit(s).
Other	Natural material for columns and posts (cedar or other wood), columns utilize post and lintel construction.

ARCHITECTURAL STYLE EXAMPLES
TRADITIONAL / COLONIAL

A7

Colonial-style homes are generally symmetrical or square, with steep roofs and feature an centralized front door with a formal entry or porch.

The style also features two windows on either side of the entry door. Greek or Roman style columns are typically a prominent featured on the entry porch and windows are symmetrically placed on both sides of the front door.

Windows are usually accompanied with proportional shutters *(each shutter covers half of the window)* and are double-hung with multi-pane sashes.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing. Gable front and wings.
Roofs	Side-gabled roof, hipped roof, centered gable, asymmetrical, hipped roof with full-width porch.
Porches	Four columns is most common, even spacing.
Chimneys	Natural or dressed stone exposed, central chimney.
Windows	Palladian-style window in the second story over the main entrance; the use of flat or keystone lintels above the windows with prominent sills below. Elliptical, half-circular, or Palladian windows are sometimes used on side or front gables; dormers typically have arched windows. Double hung sash windows placed singly but in symmetrical rows. Fixed upper sashes and movable lower sashes. Sometimes have elaborate decorative crowns placed above windows. Rectangular windows are common.
Entry Doors	Accentuated front door which often includes an entry porch. Decorative detailing on door surrounds. Fanlight above entry door. Door surrounds. Bold front door color..
Garage Doors	Garages facing the street deaden the public space; rear garages accessed from the alley or a front drive are ideal.
Details	Roof-line balustrades. Front stair rails of iron. Iron balconies and curved front bays. Decorative detailing around entry porch, over windows, along the cornice. Cornices. Shutters.
Materials	Horizontal hardi-siding and brick accents, shingles. Stucco and stone occur infrequently.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Greek or Roman columns.

ARCHITECTURAL STYLE EXAMPLES
TRANSITIONAL

A8

Transitional homes combine traditional and modern styles to create a cohesive and clean feel, facilitating modern living. Lack of ornamentation and decoration keeps focus on the architecture.

Widely used features include dormers, shallow porches, tall entries often two stories in height, and complex roof forms.

Exterior wall cladding materials are often intermixed. Rear facades offer full interaction with backyards and views through large windows, complete window walls, porches, balconies, decks and terraces.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing.
Roofs	Hip roof with gable off of the front, street facing gable, gable dormers.
Porches	Not the main element of this style.
Chimneys	Design compatible with house design.
Windows	Large window, bottom sash window usually 1 light, one over one window lights.
Entry Doors	Traditional Solid Panel / Wood.
Garage Doors	Glass panel accent in garage door.
Details	Clean simple lines and shapes, clean brackets.
Materials	Horizontal siding and brick accents.
Colors	Follow Contemporary + Modern Color Scheme. Reference "Color Scheme Examples" Exhibit(s).
Other	Hardy wrapped columns and generally square and simply detailed.

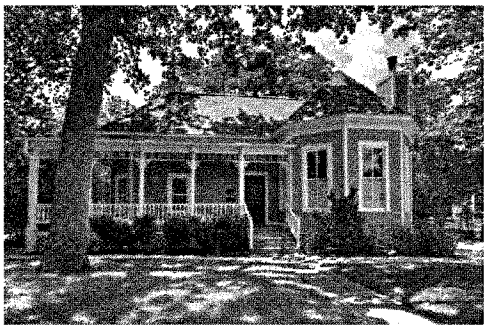
ARCHITECTURAL STYLE EXAMPLES
VICTORIAN

A9

Originating in the late 1800's, the Victorian style is known for its charming ornamental detailing and bright colors.

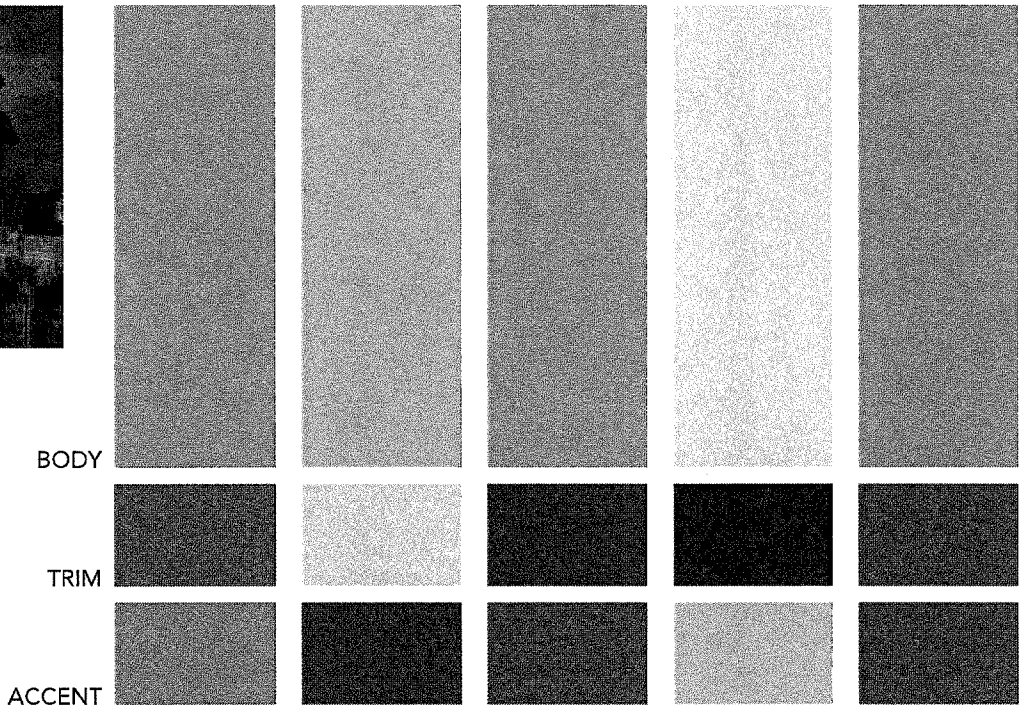
The Victorian Era marked the explosion of creative options and the emergence of intricate, daring forms and techniques available to the homeowner as never before.

The combination of exposed trusses, brackets, spindles, scrollwork, and many other details are what create such a unique character for the Victorian style home.

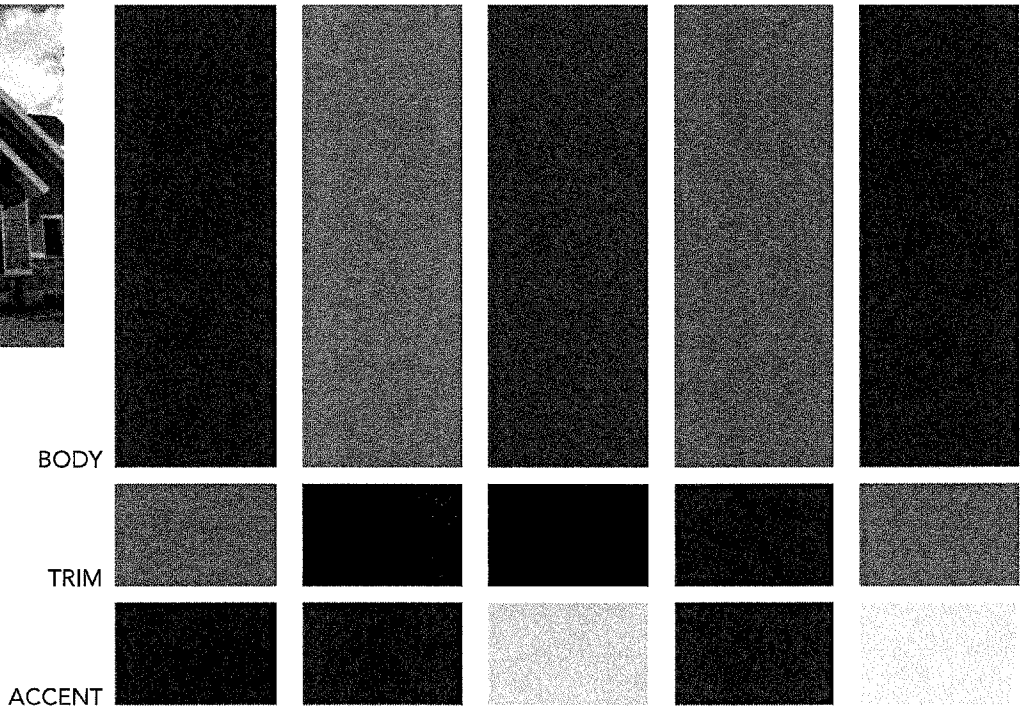


STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One, one and a half, and two story homes.
Roofs	Metal Roof, moderate 12-16" overhangs with rake soffit, embellished trusses at gable apex, concrete tile/slate roof, box outs with hip roof.
Porches	Circular wrap around porch, decorative moulding/brackets, decorative ceiling treatment (fur-downs with V-groove siding at inset), decorative wood railing.
Chimneys	Design compatible with house design.
Windows	Decorative windows (diamond, oval shaped, or arched accent windows), tower elements and bay windows.
Entry Doors	
Garage Doors	
Details	Decorative moulding at boxed soffit, decorative columns, decorative trim, thick frieze board with dental trim.
Materials	Predominantly lap siding with scallop/shake siding at gables or accent material, square brick or stone columns.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Decorative brackets/bracing at gable ends.

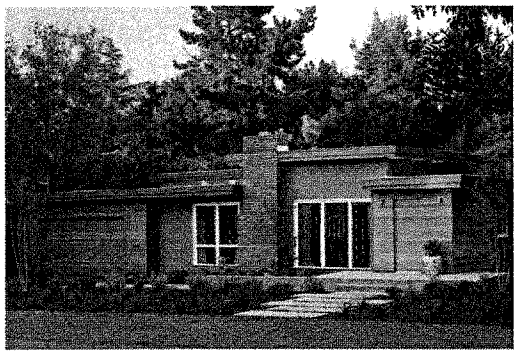
Modern / Contemporary - Color Palette

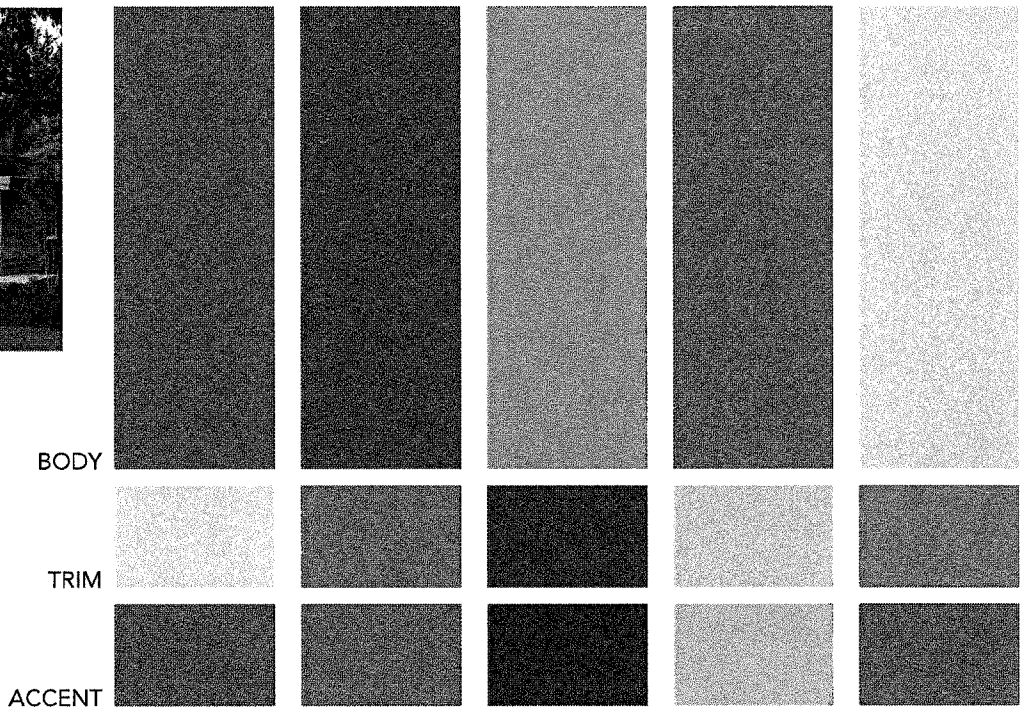


Craftsman - Color Palette

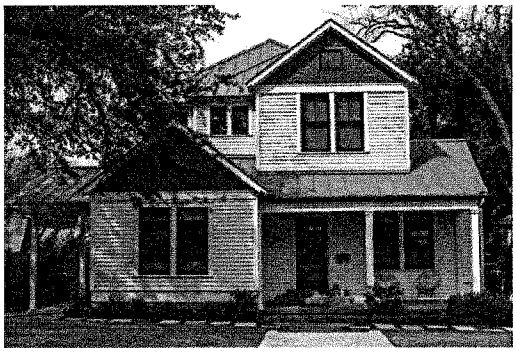


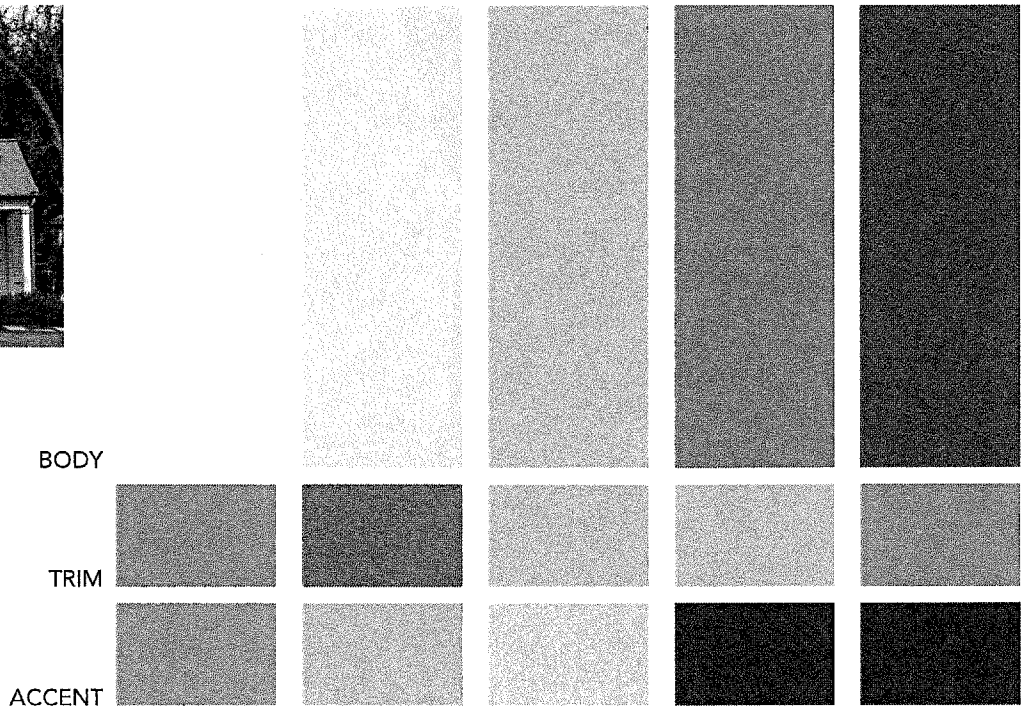
Mid-Centry Modern - Color Palette



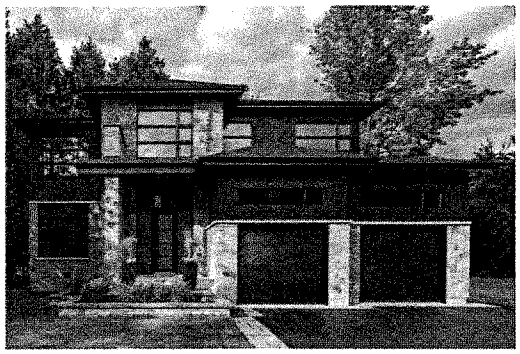


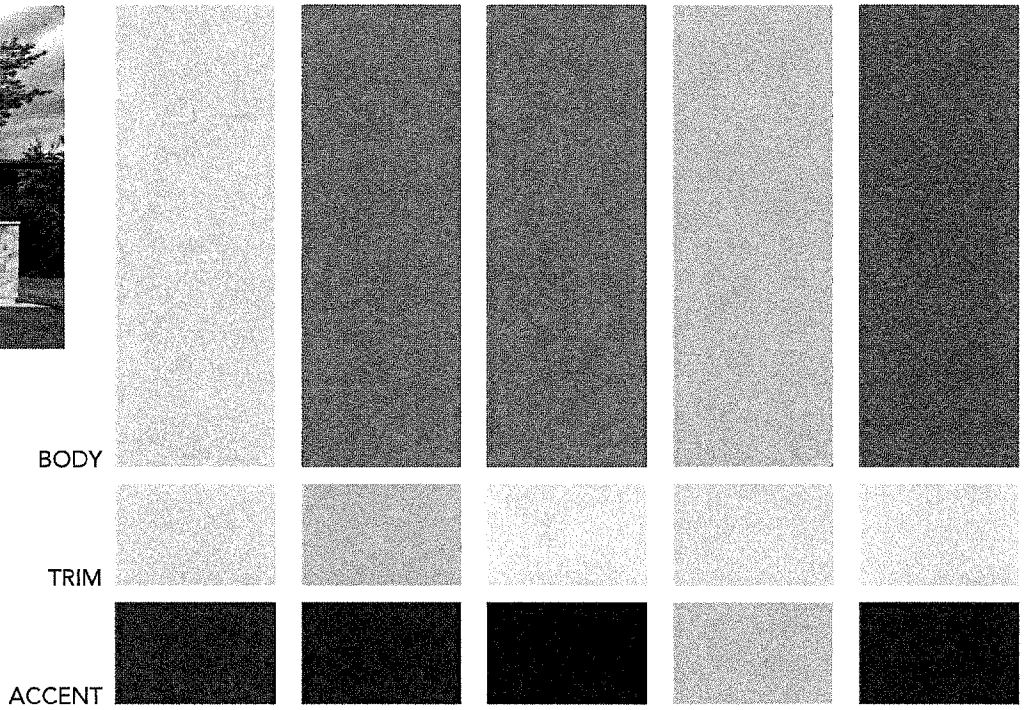
Modern Farmhouse - Color Palette



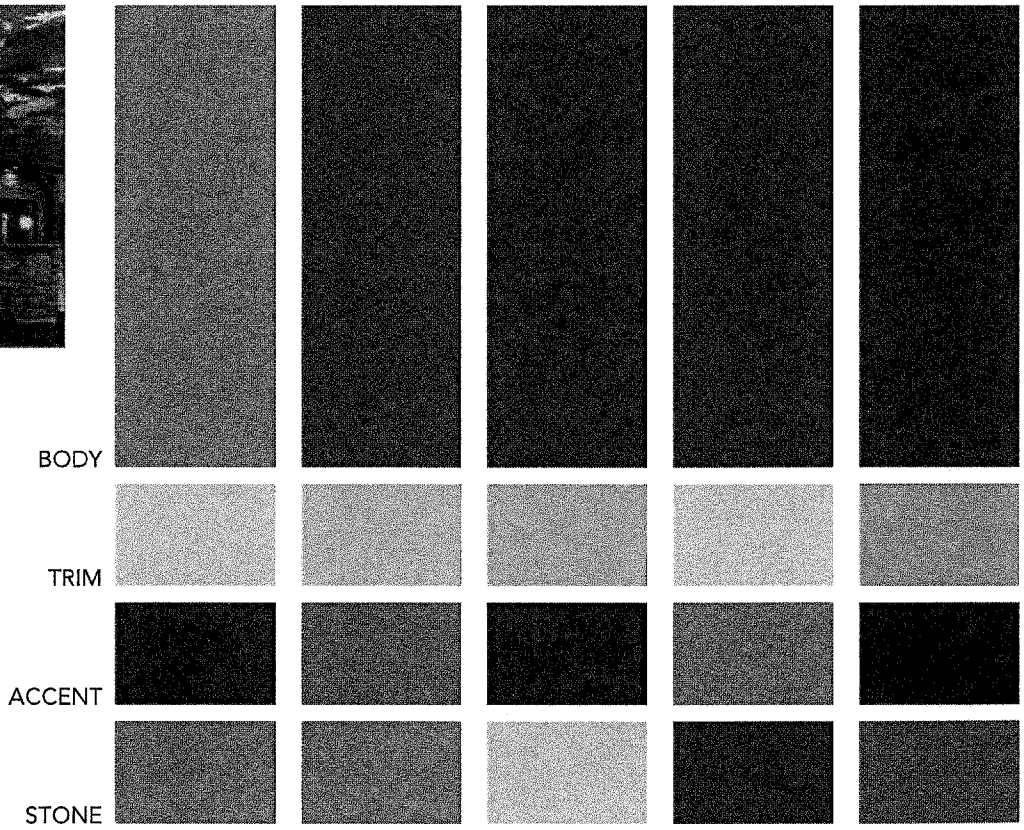


Modern Prairie - Color Palette





Texas Vernacular - Color Palette



Traditional - Color Palette

BODY

TRIM

ACCENT

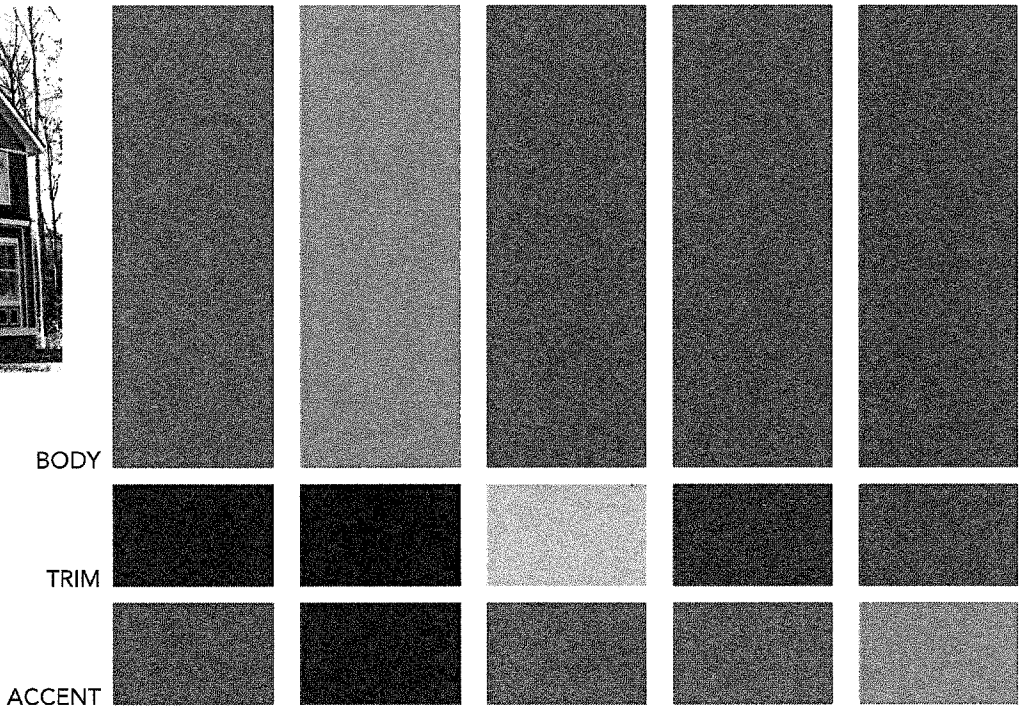
Transitional - Color Palette

BODY

TRIM

ACCENT

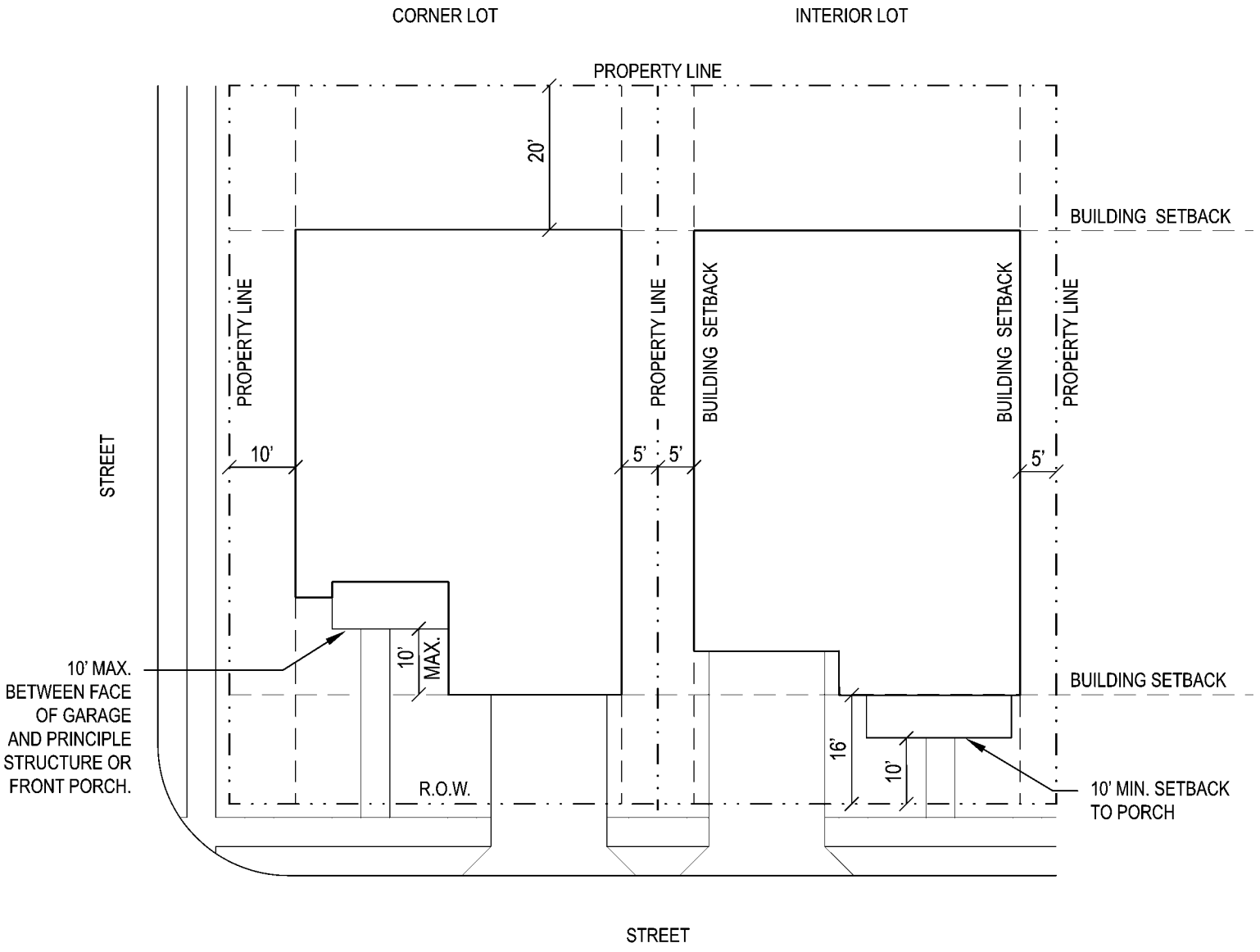
Victorian - Color Palette



Urban Yard Home

SETBACKS - TYPICAL

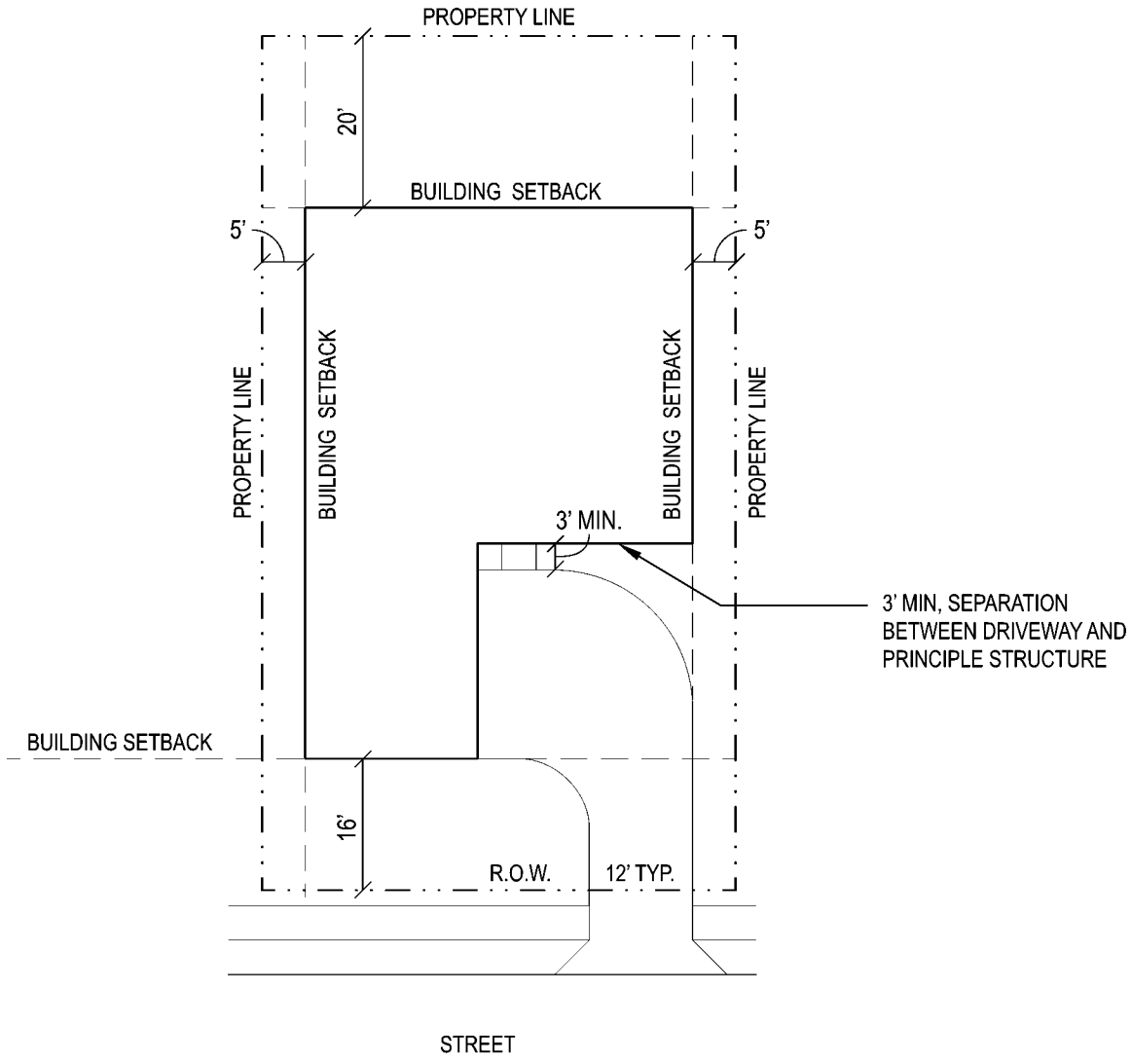
SCALE: NTS



Urban Yard Home

SETBACKS - SWING-IN GARAGE CONFIGURATION

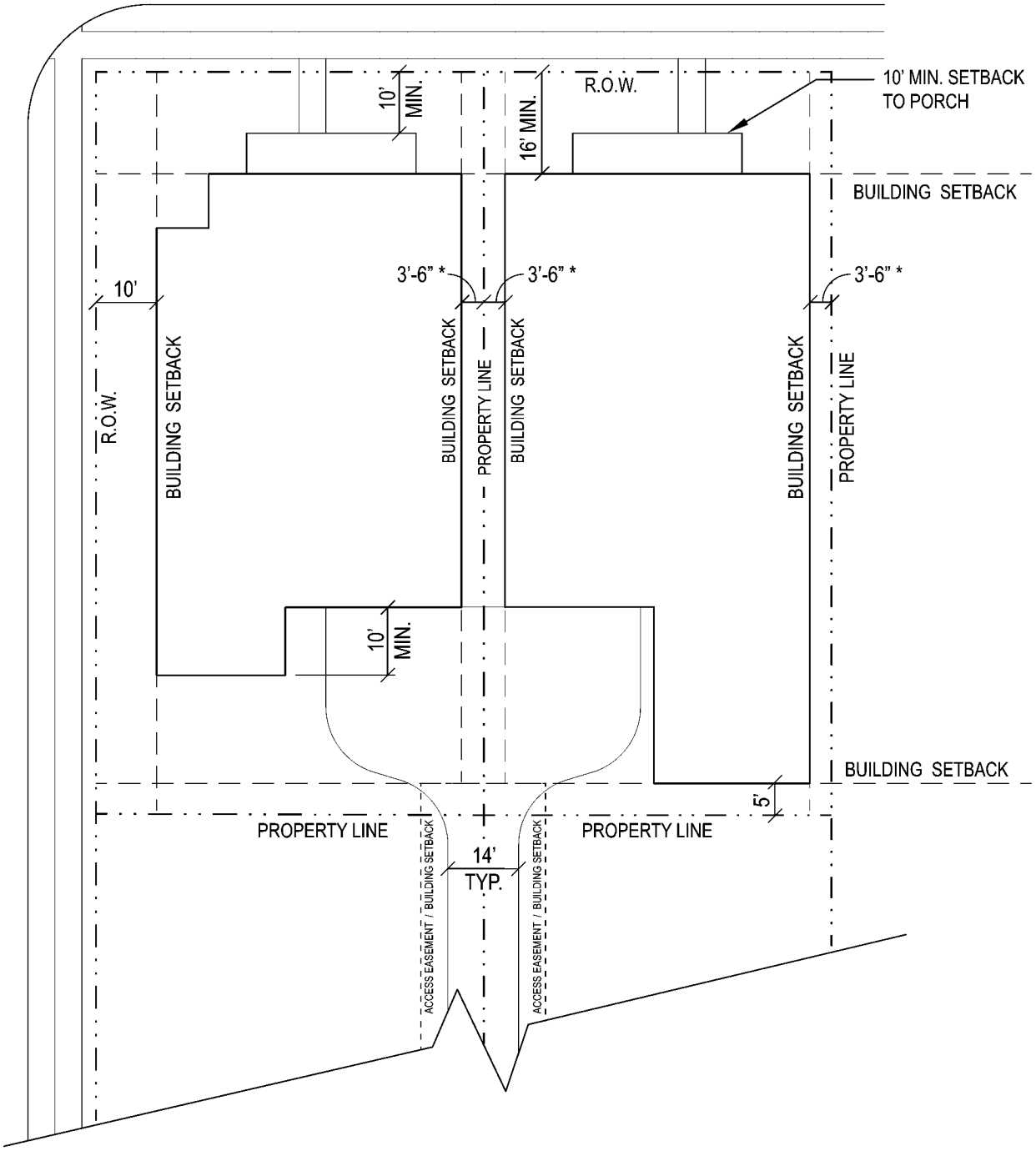
SCALE: NTS



Motor Court Home

SETBACKS - LOT TYPE A - PULL-IN ENTRY CONFIGURATION

SCALE: NTS



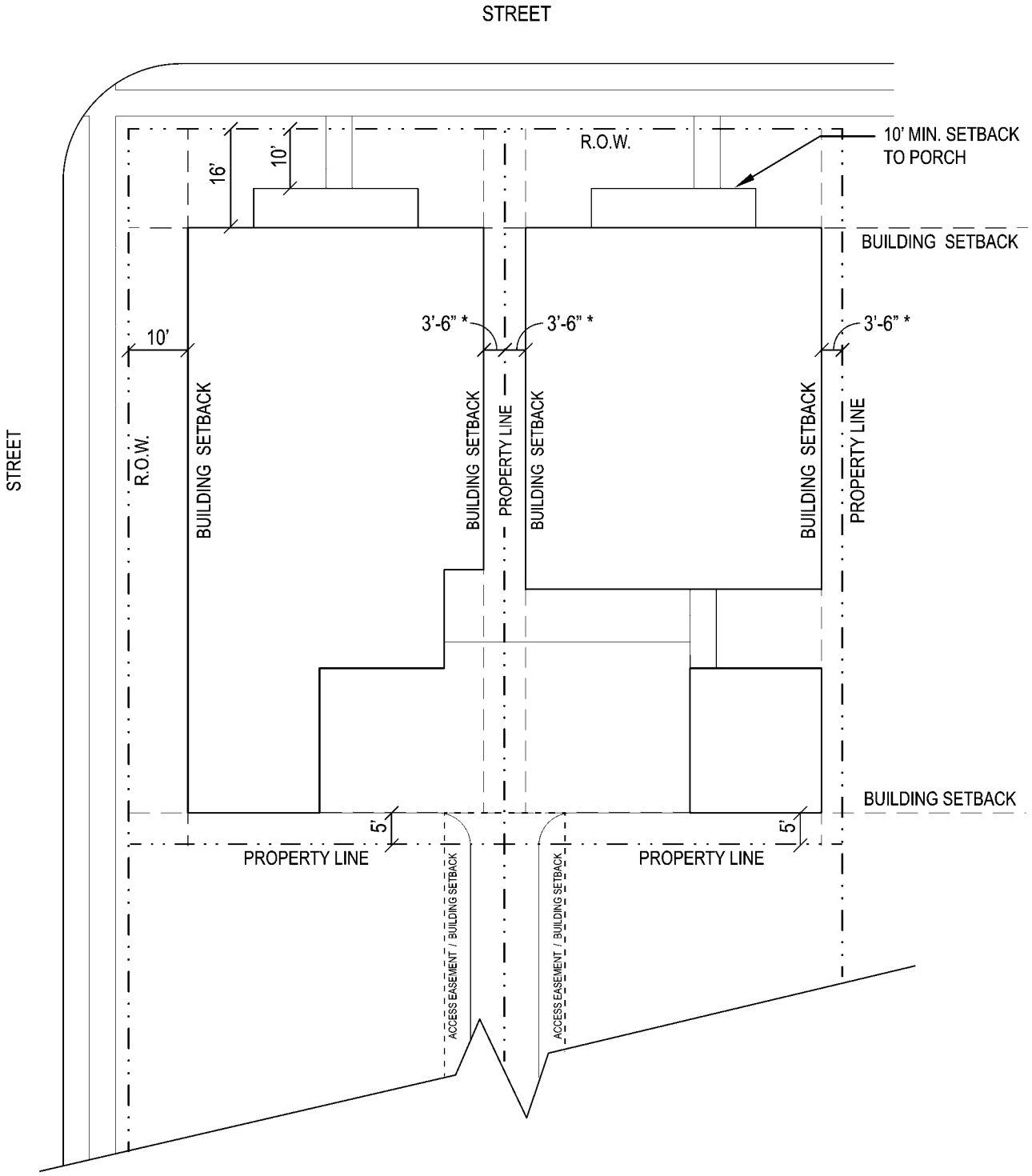
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Motor Court Home

SETBACKS - LOT TYPE A - SIDE ENTRY CONFIGURATION

SCALE: NTS



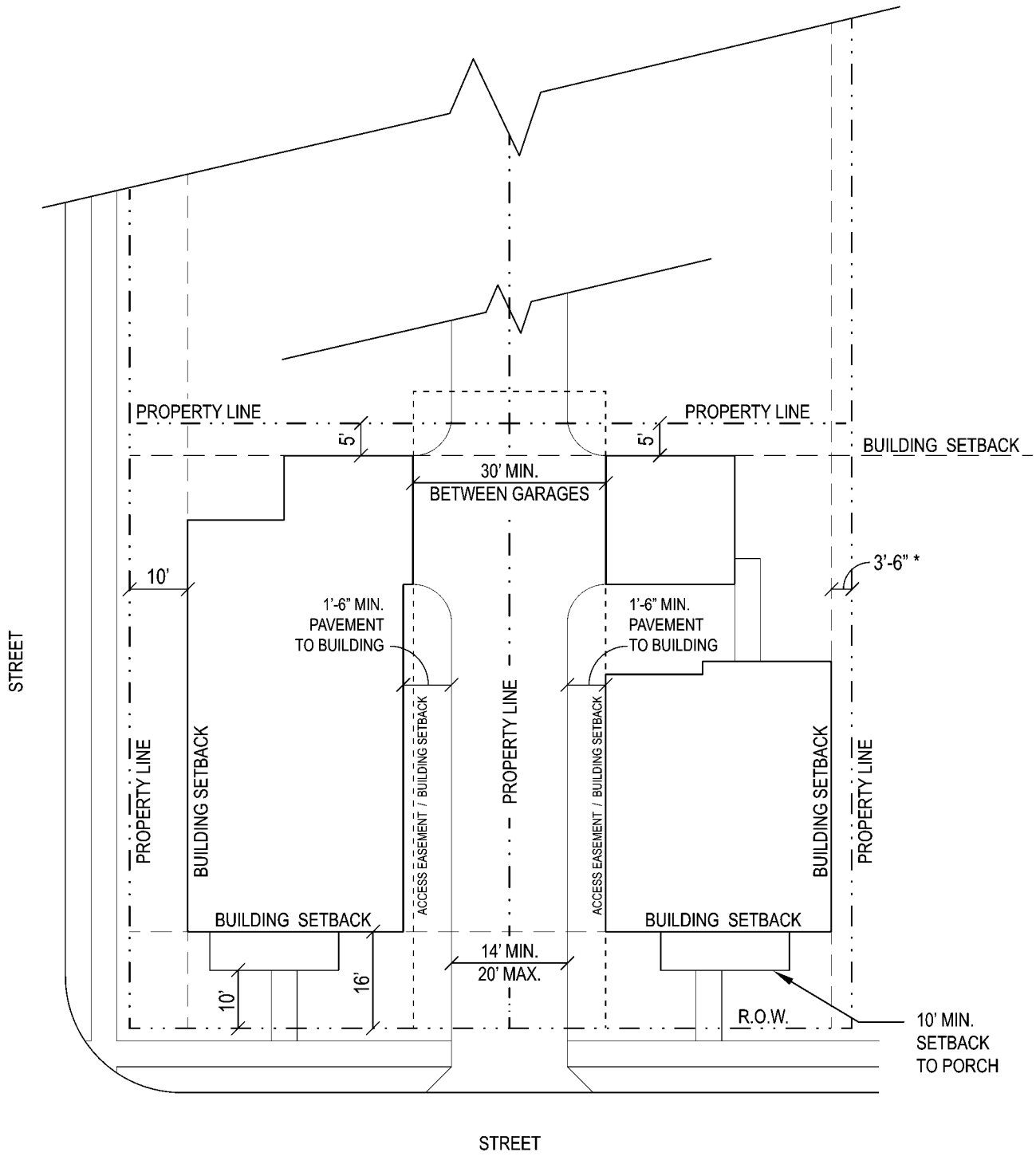
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Motor Court Home

SETBACKS - LOT TYPE B - SIDE ENTRY CONFIGURATION (OPTION 1)

SCALE: NTS



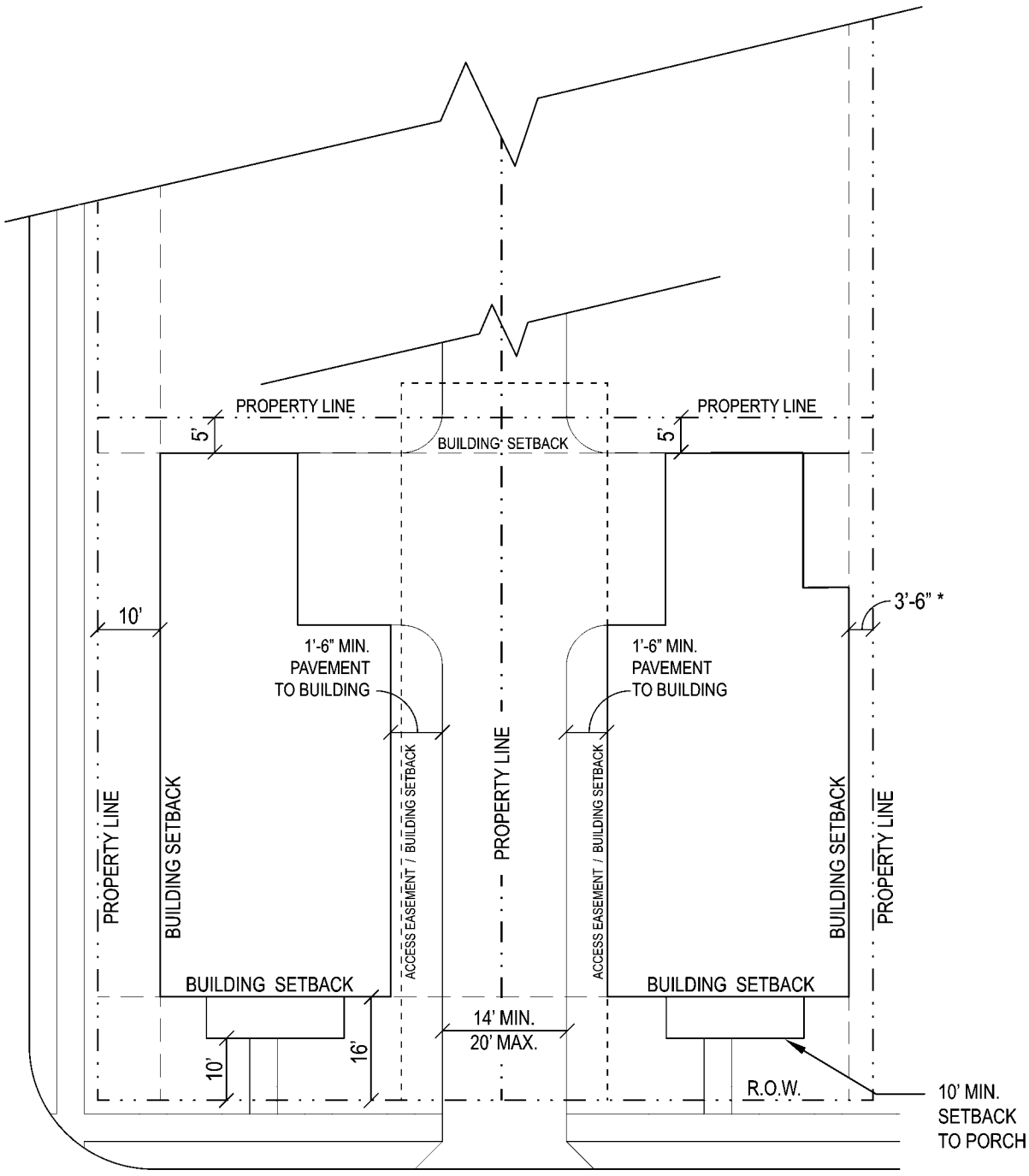
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Motor Court Home

SETBACKS - LOT TYPE B - SIDE ENTRY CONFIGURATION (OPTION 2)

SCALE: NTS



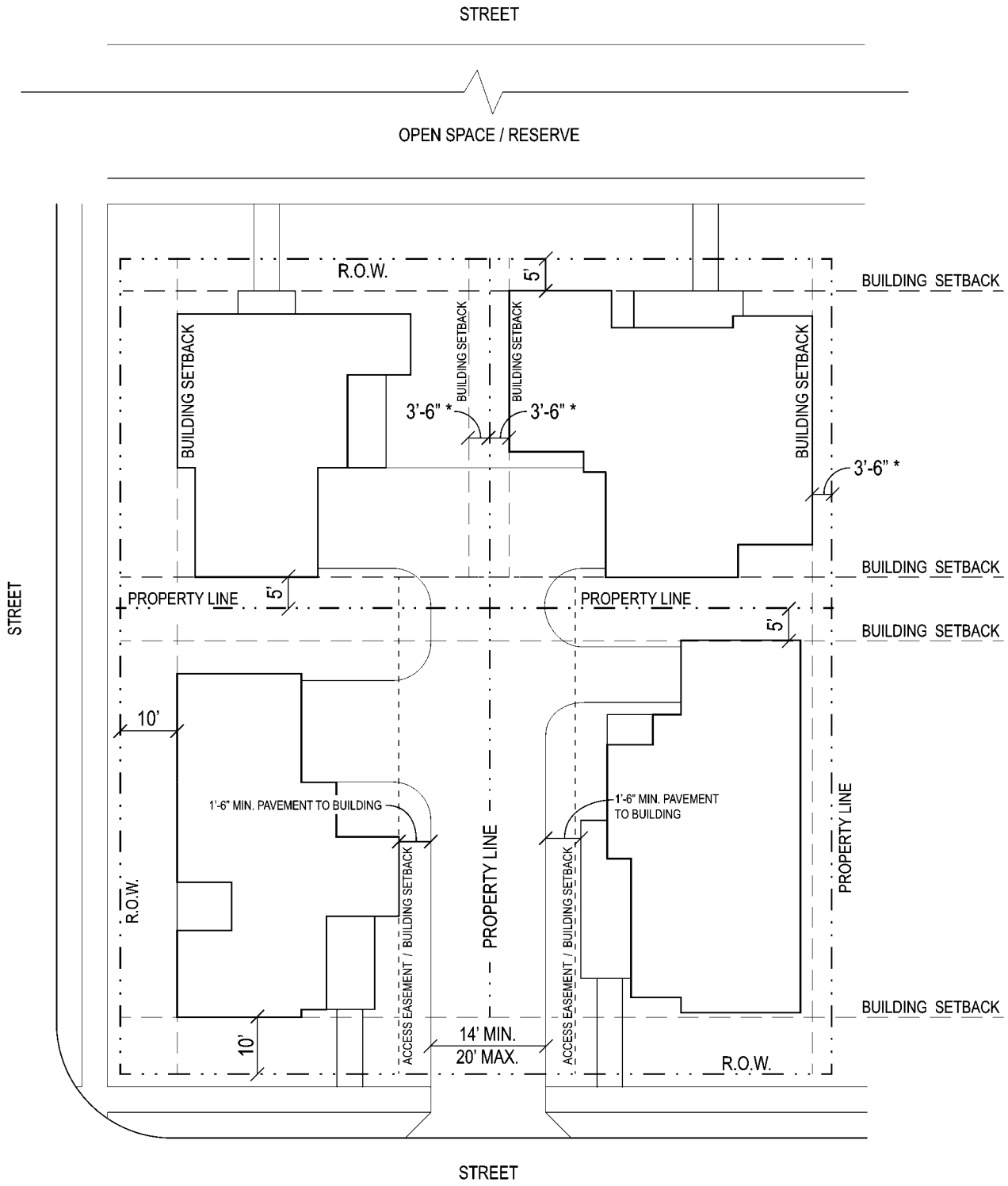
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

Mini Motor Court Home

SETBACKS - MINI MOTOR COURT - TYPICAL

SCALE: NTS

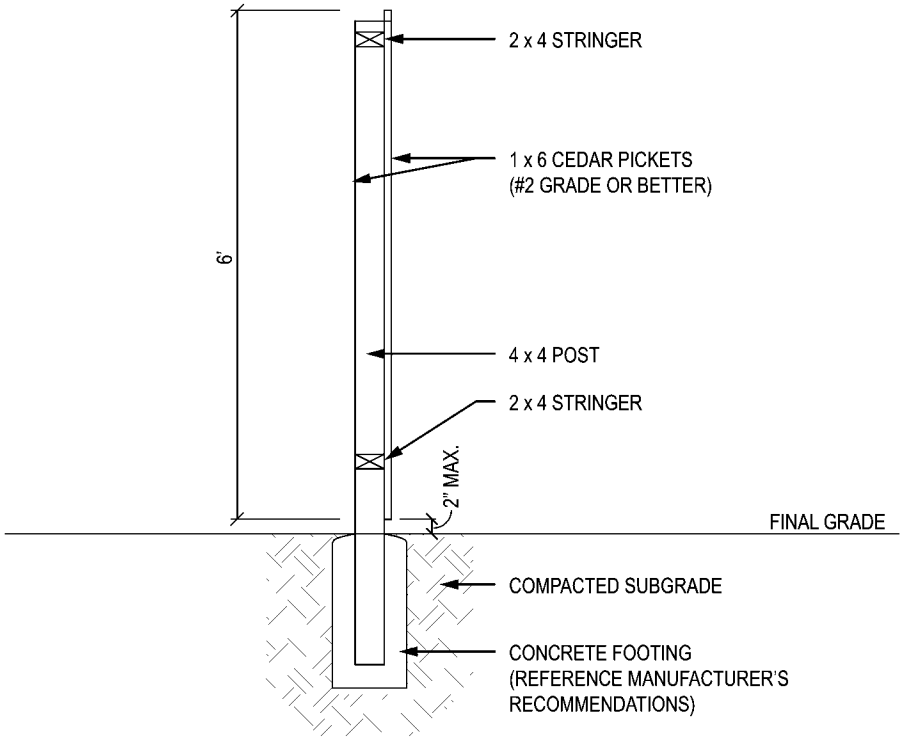


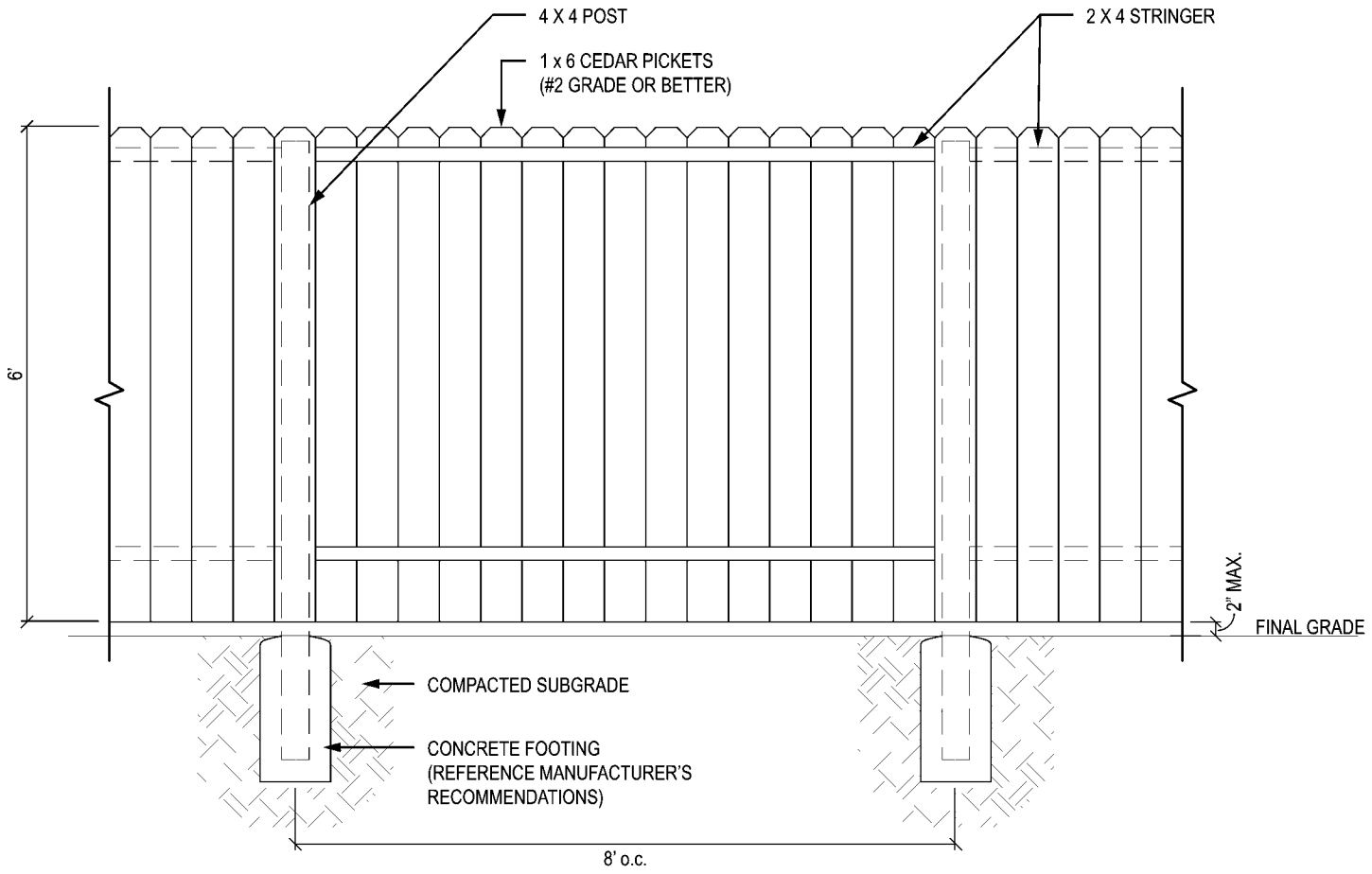
*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

FENCE DETAIL: 6' WOOD, GOOD NEIGHBOR

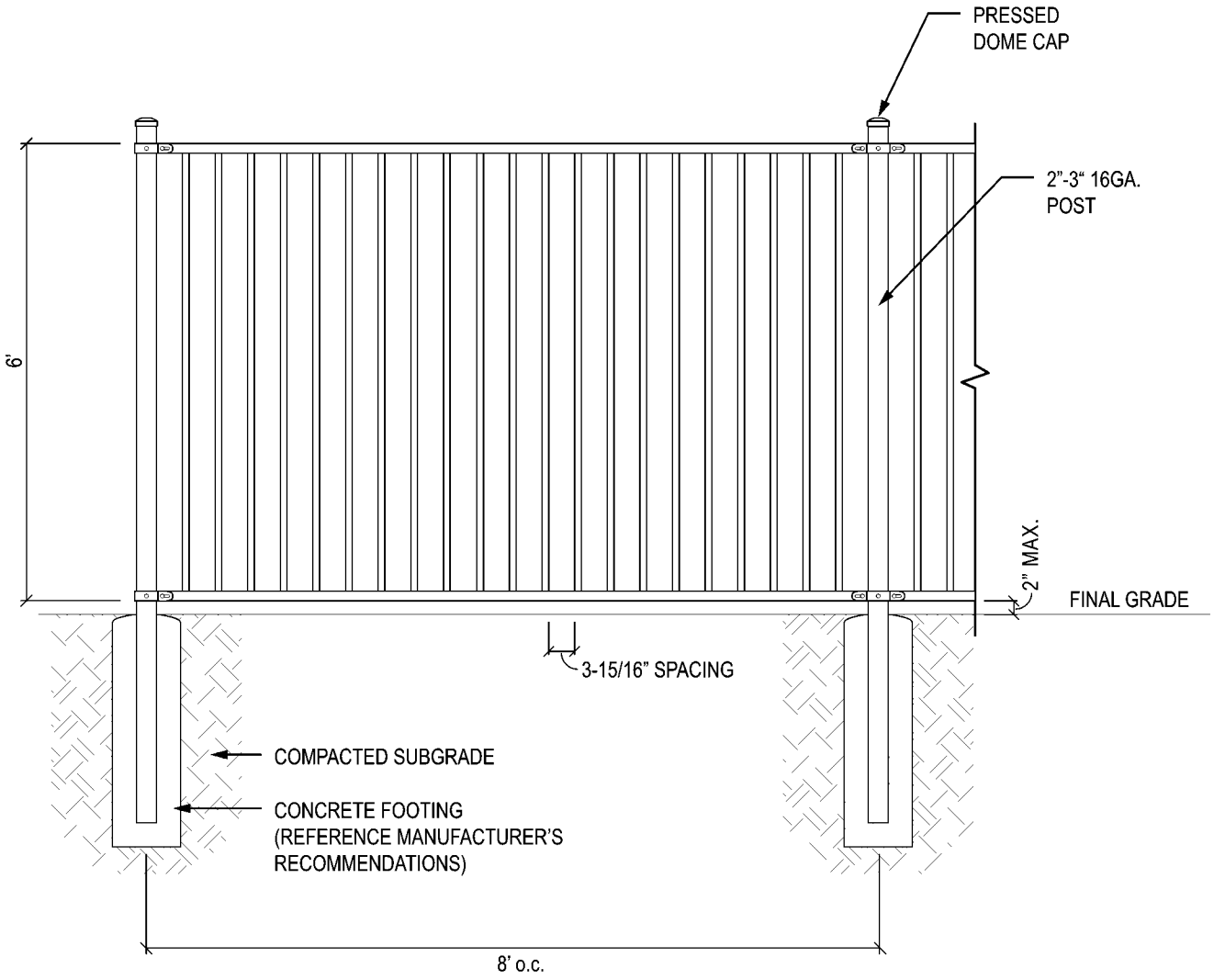
SCALE: NTS





FENCE DETAIL: 6' METAL

SCALE: NTS



NOTES

1. ALL FENCES SHALL BE POOL BARRIER COMPLIANT.

2. ALL METAL FENCING WILL BE OF A MANUFACTURED PRODUCT THAT USES PRE-GALVANIZED STEEL WITH A ZINC RINSE AND A BLACK POWDER COAT FINISH. ALL METAL FENCING WILL BE OF A DESIGN THAT ALLOWS IT TO EASILY ACCOMMODATE CHANGES IN ELEVATION BY USE OF A RACKABLE SYSTEM.

3. ALL METAL FENCING WILL HAVE A FLUSH MOUNT RAILS (FLAT TOP, FLAT BOTTOM). ALL METAL FENCING WILL HAVE A MINIMUM TWENTY (20) YEAR MANUFACTURER WARRANTY.

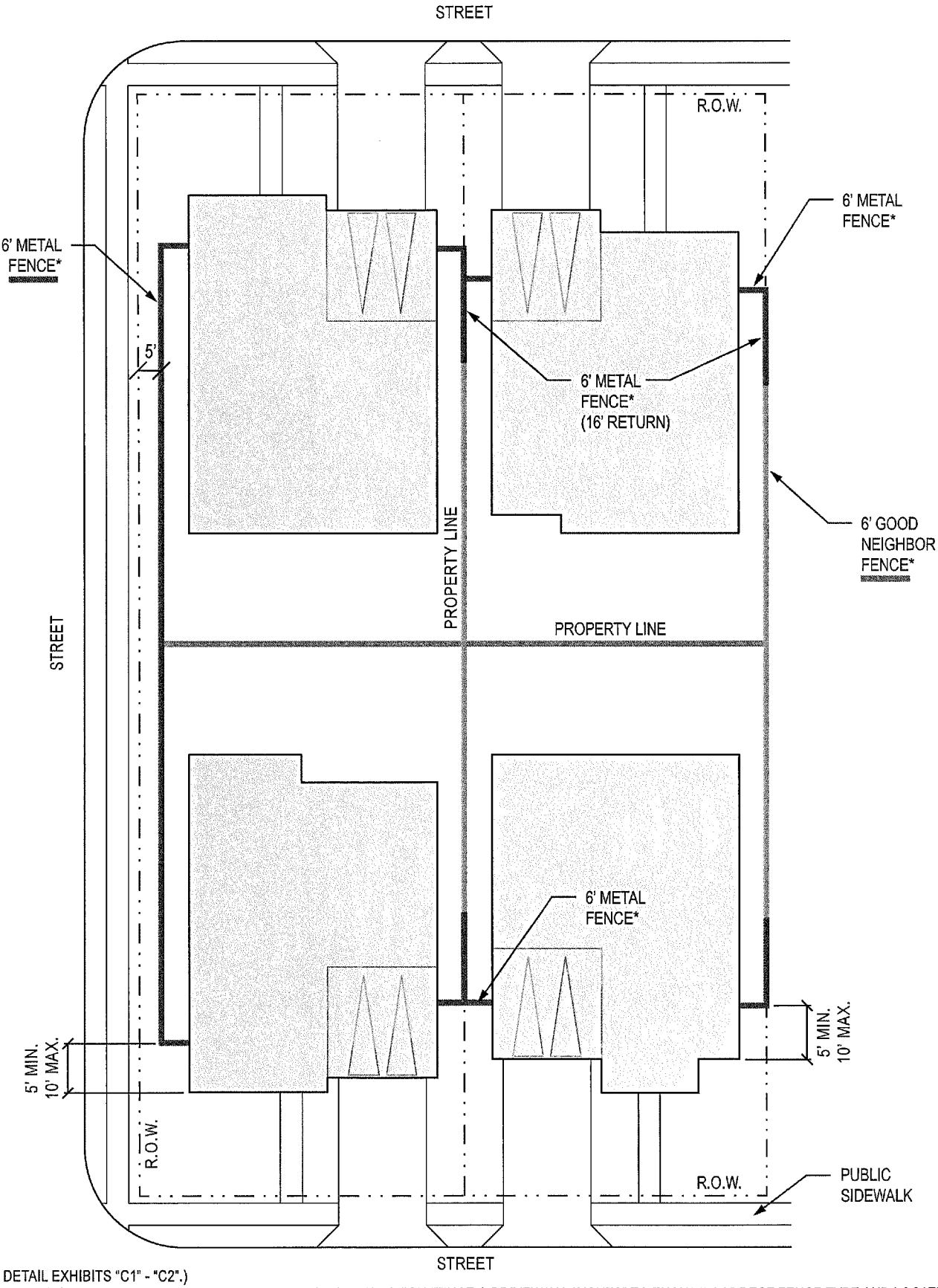
4. CERTAIN METAL FENCES WILL BE INSTALLED BY THE DEVELOPER. (REFERENCE "SECTION FENCE & DRIVEWAY LAYOUTS" AVAILABLE ONLINE AT WWW.KENANDERSON.COM > RESIDENTIAL > EASTON PARK.

Urban Yard Home

FENCING - BACK TO BACK LOTS

SCALE: NTS

C3



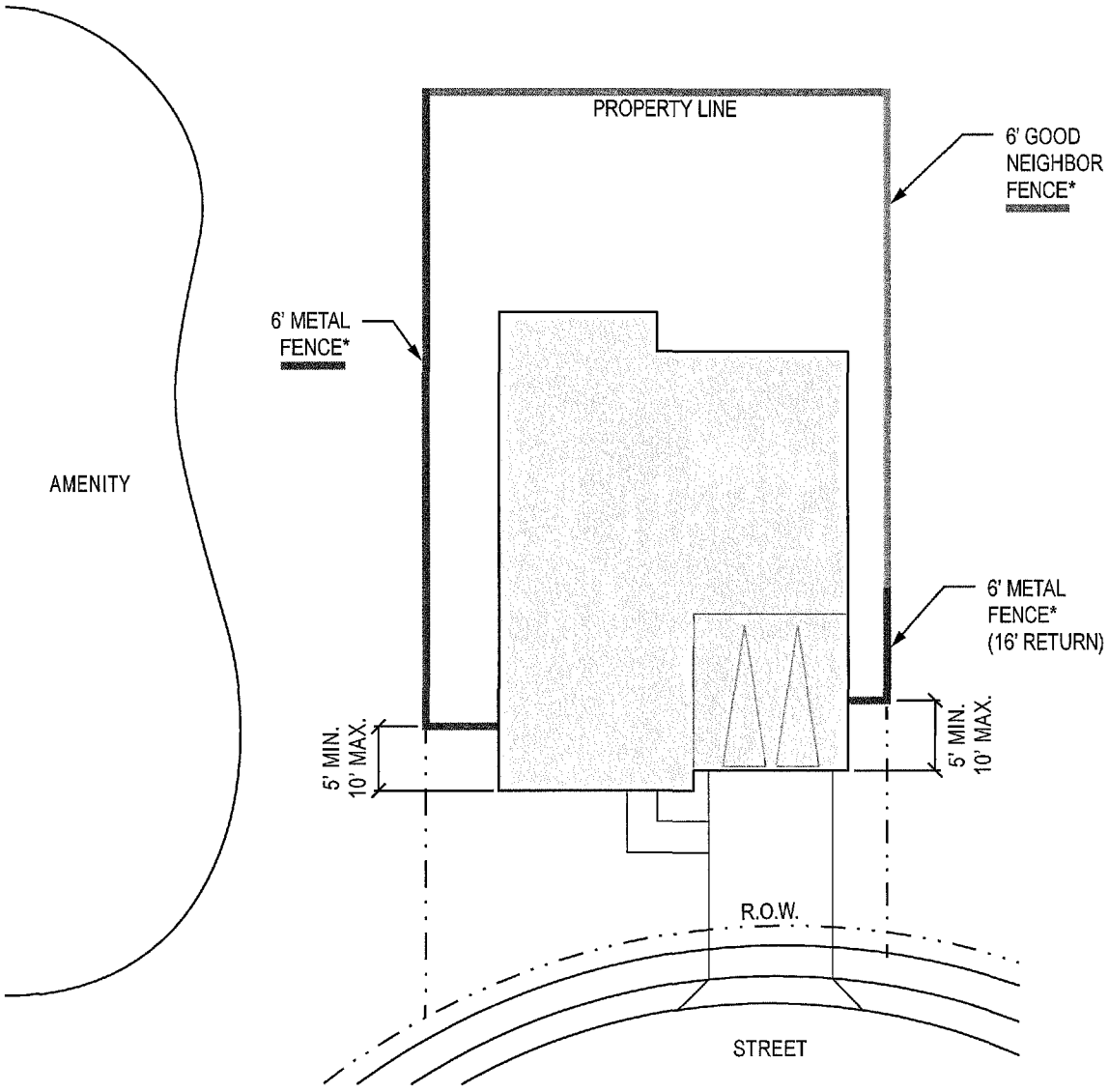
(*SEE FENCE DETAIL EXHIBITS "C1" - "C2".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - SIDE AMENITY

SCALE: NTS

C4



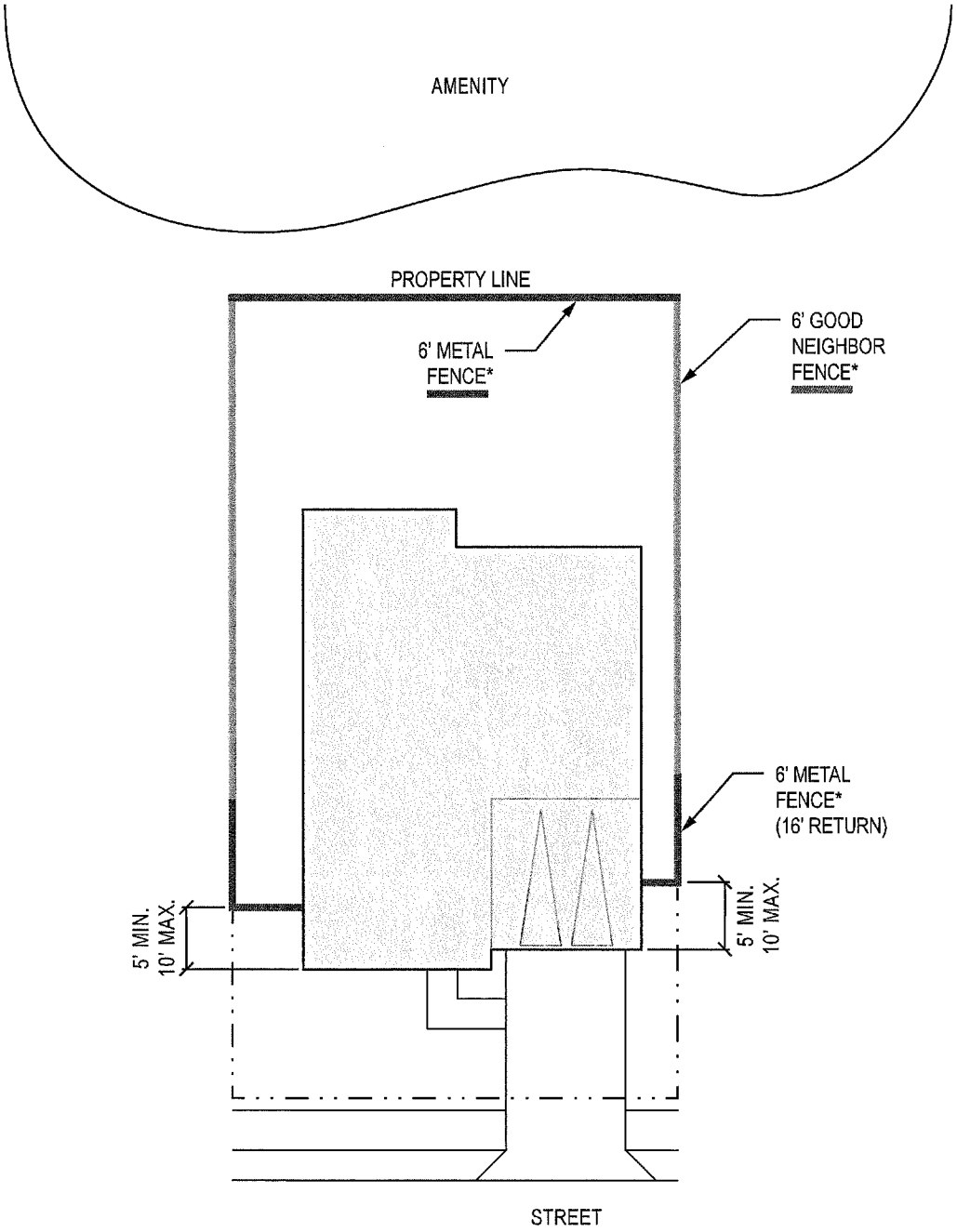
(*SEE FENCE DETAIL EXHIBITS "C1" - "C2".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - REAR AMENITY

SCALE: NTS

C5



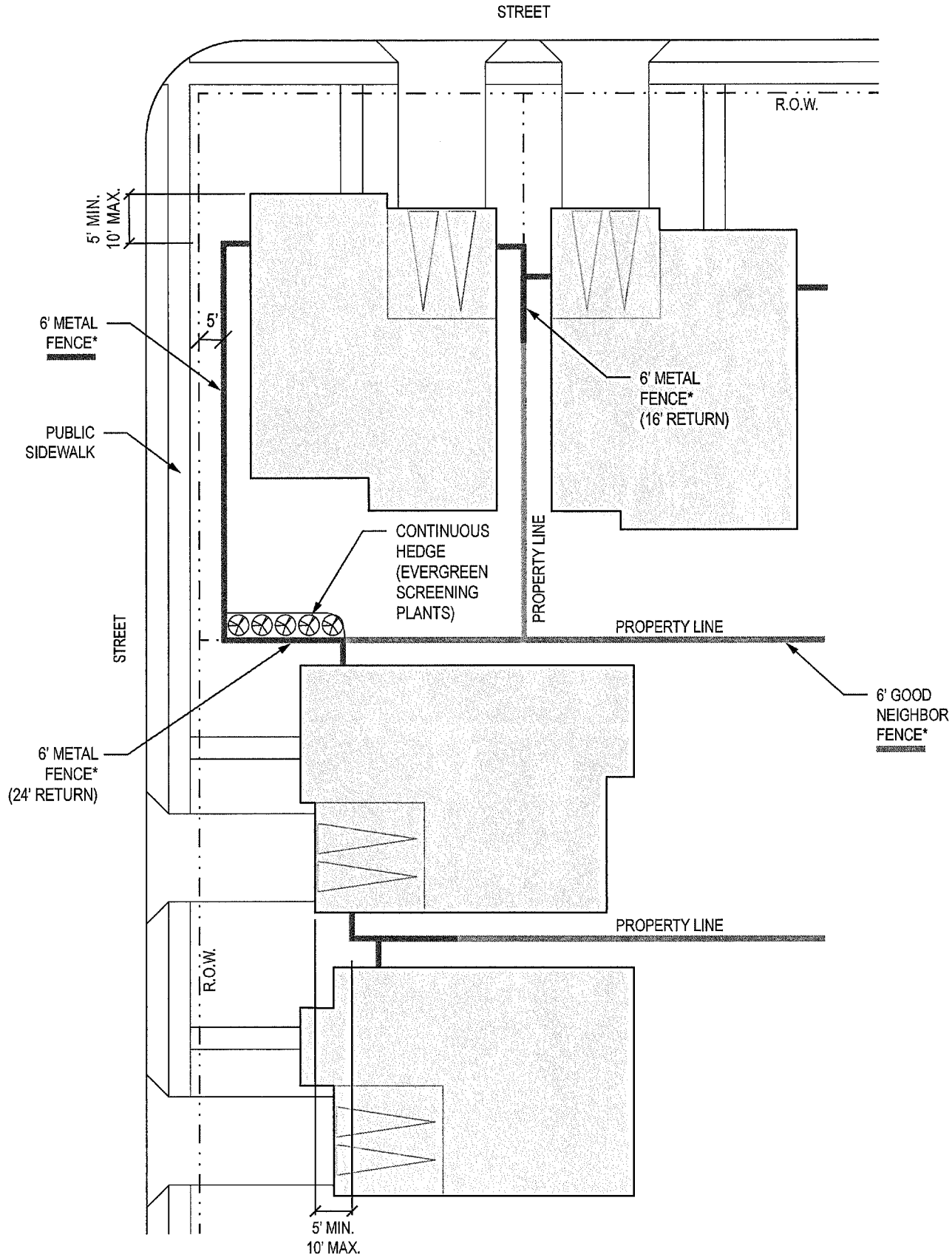
(*SEE FENCE DETAIL EXHIBITS "C1" - "C2".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Urban Yard Home

FENCING - PERPENDICULAR CORNER LOT

SCALE: NTS

C6



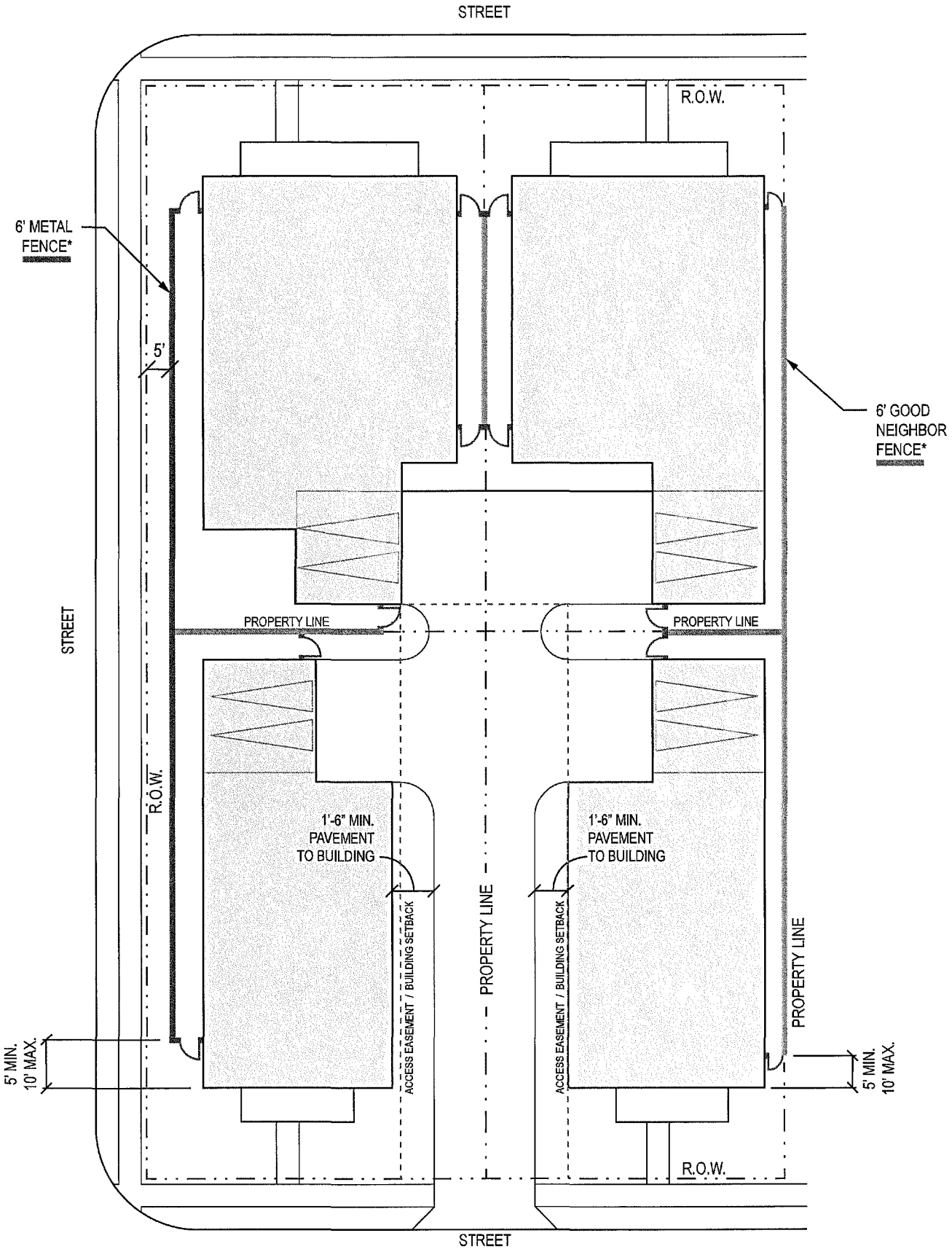
(*SEE FENCE DETAIL EXHIBITS "C1" - "C2".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Motor Court Home

FENCING

SCALE: NTS

C7

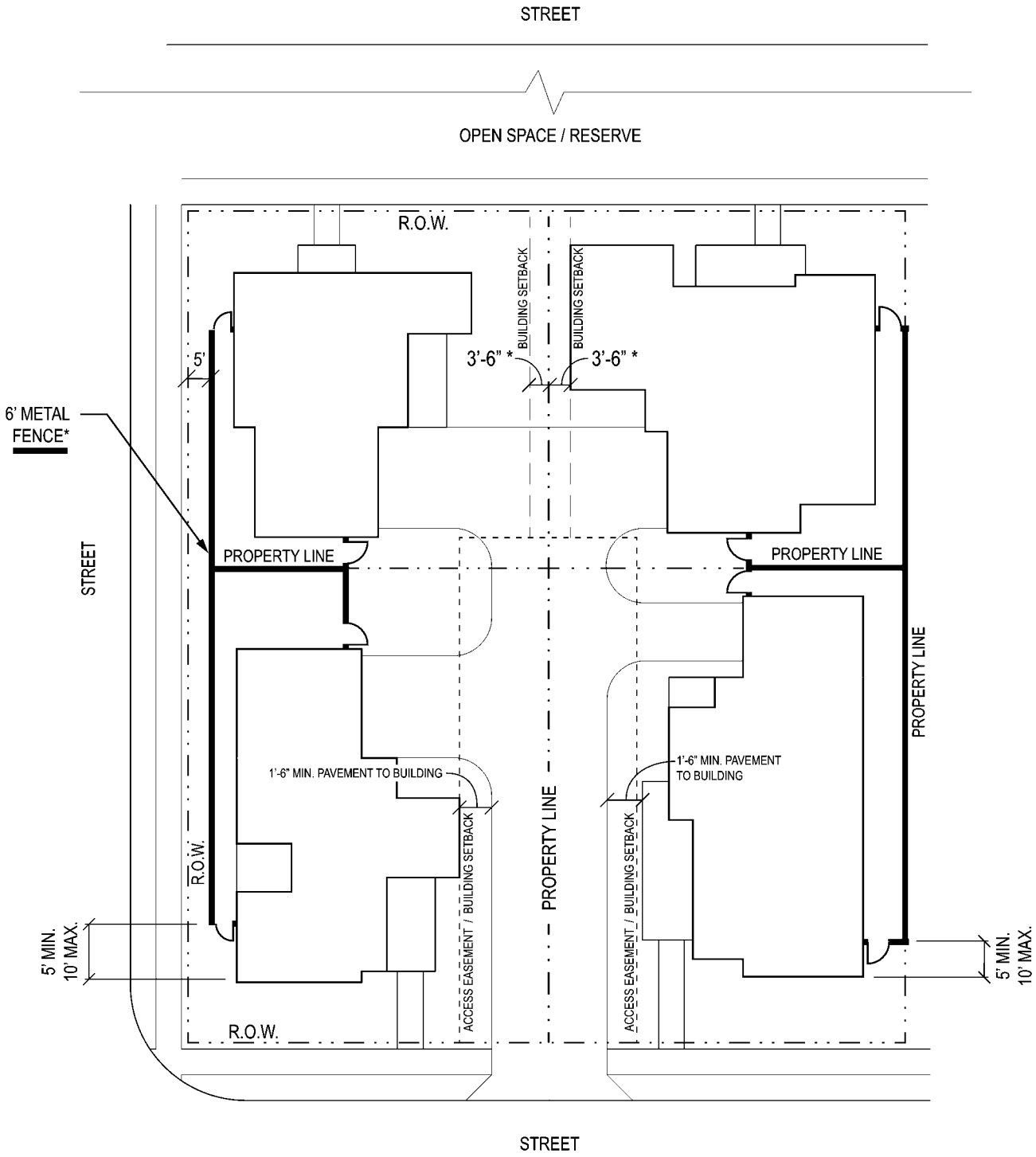


(*SEE FENCE DETAIL EXHIBITS "C1" - "C2".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

Mini Motor Court Home

FENCING - MINI MOTOR COURT - TYPICAL

SCALE: NTS



(*SEE FENCE DETAIL EXHIBITS "C1" - "C2".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

SECTION FENCE & DRIVEWAY LAYOUTS

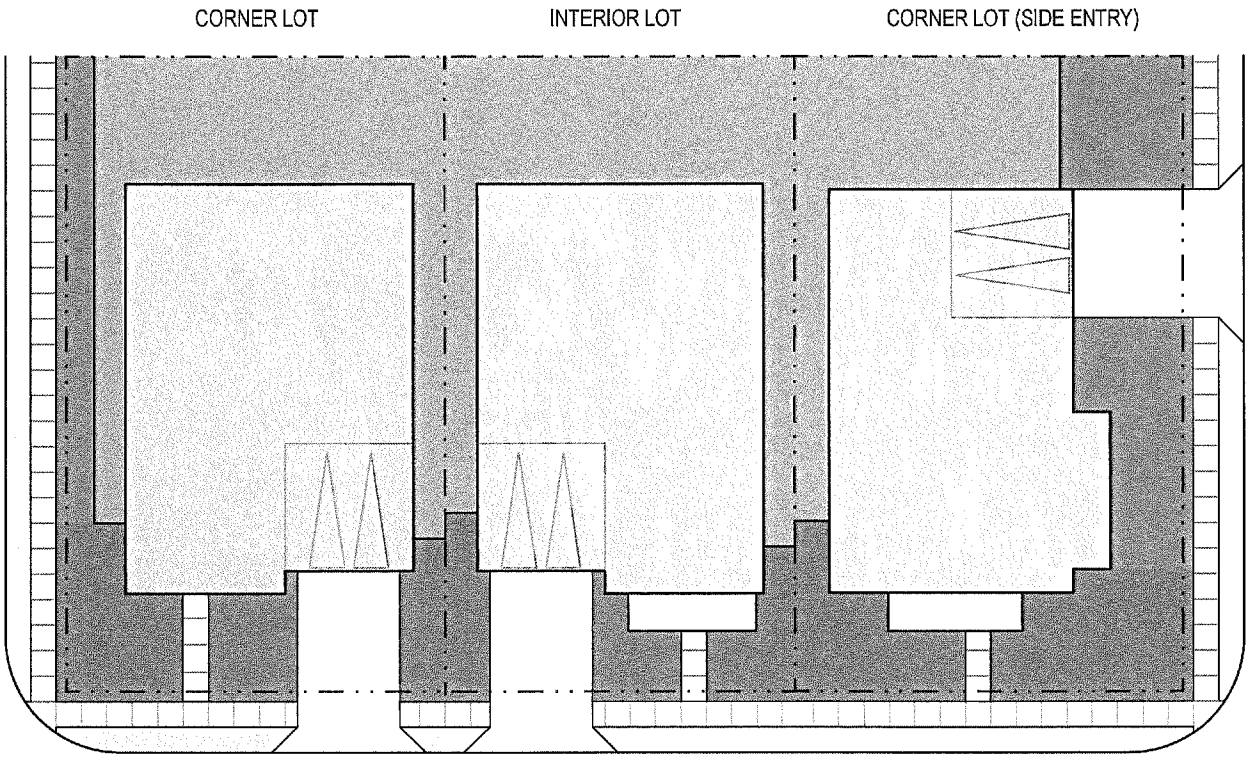
Section Fence & Driveway Layouts are available at www.KenAnderson.com > Residential > Easton Park

Urban Yard Home

LANDSCAPING: YARD ZONES

SCALE: NTS

D1



FRONT YARD

REAR YARD

SIDE YARD

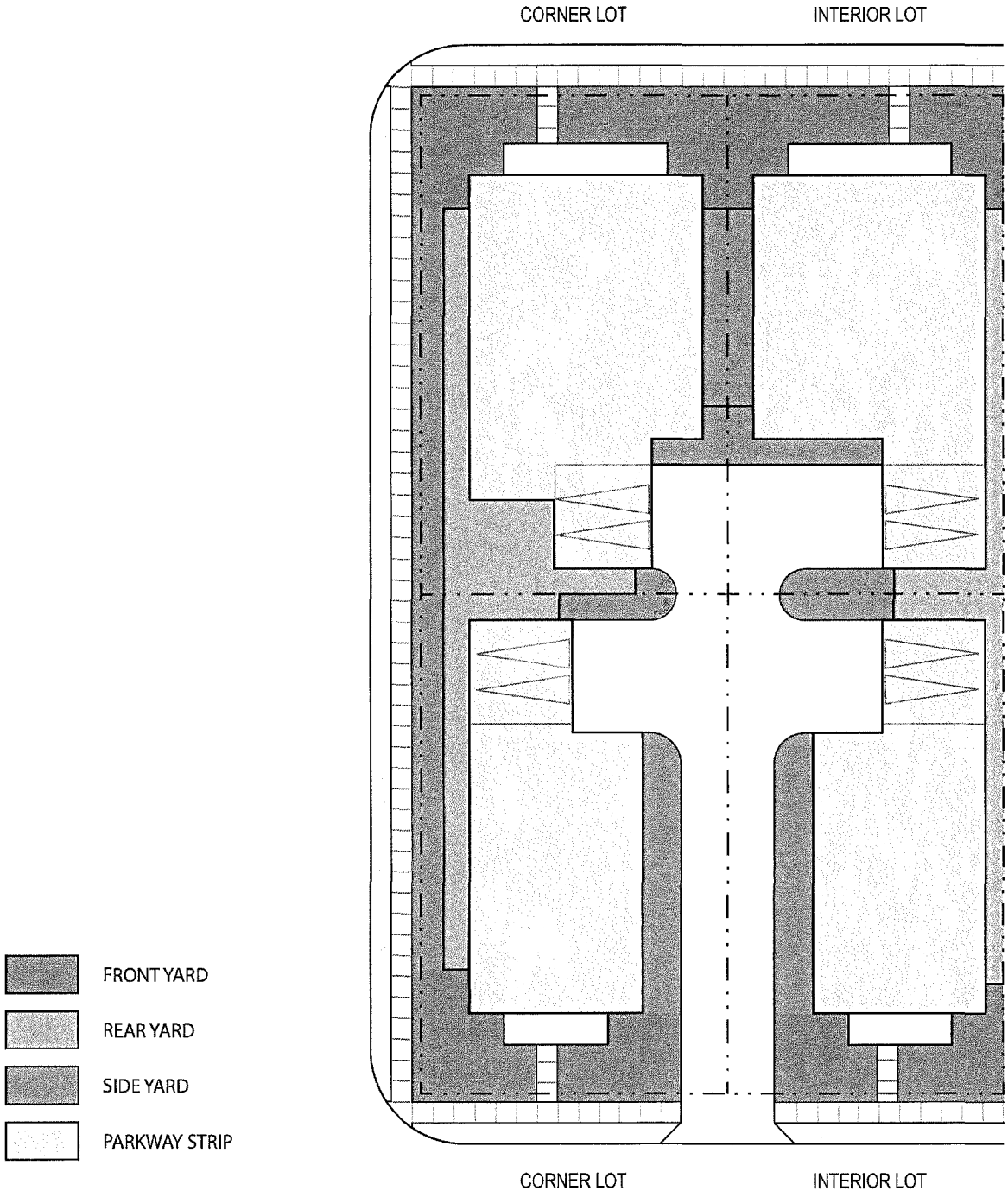
PARKWAY STRIP

Motor Court & Mini Motor Court Home

LANDSCAPING: YARD ZONES

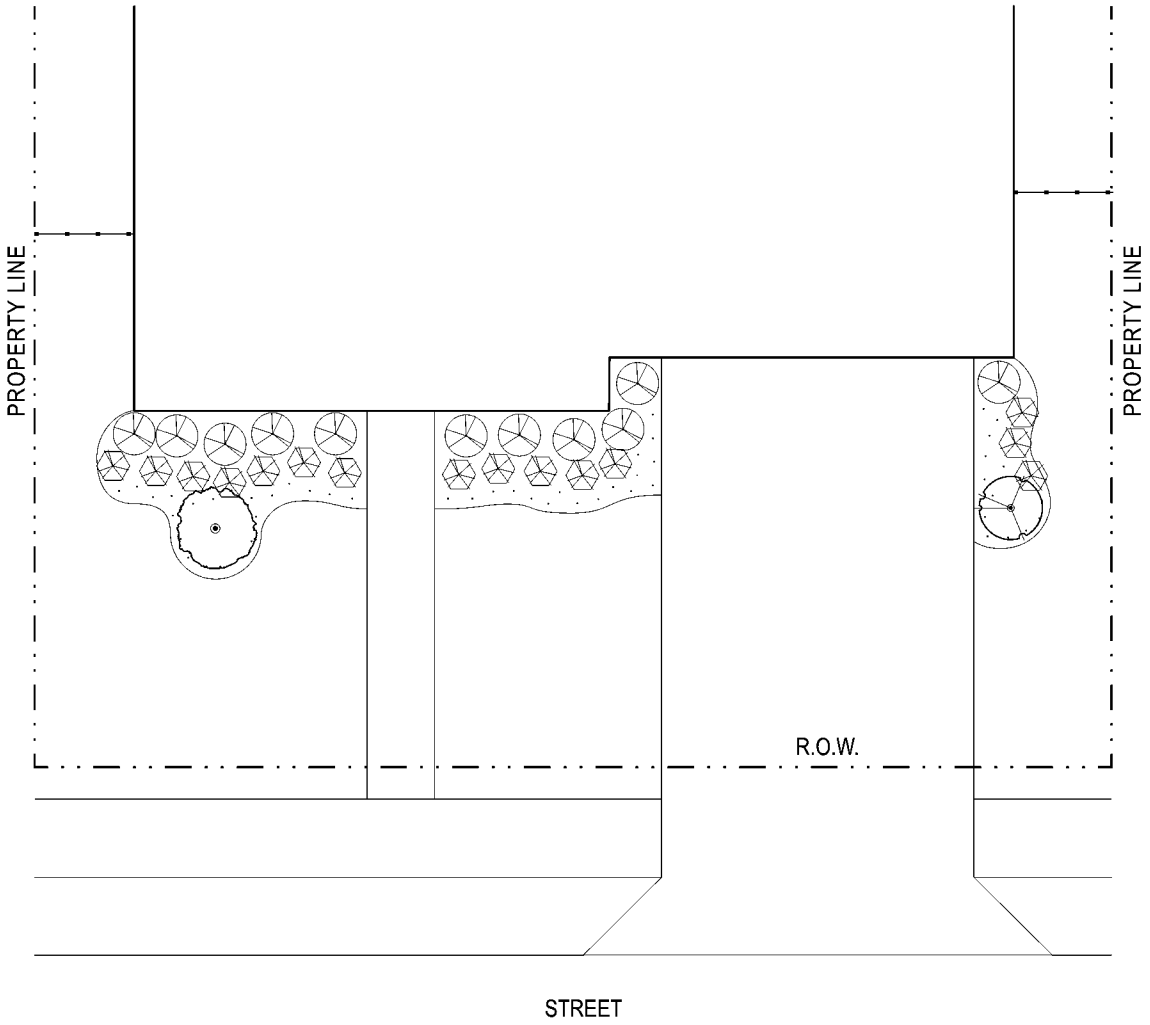
SCALE: NTS

D2



LANDSCAPE REQUIREMENT: FRONT YARD

SCALE: NTS



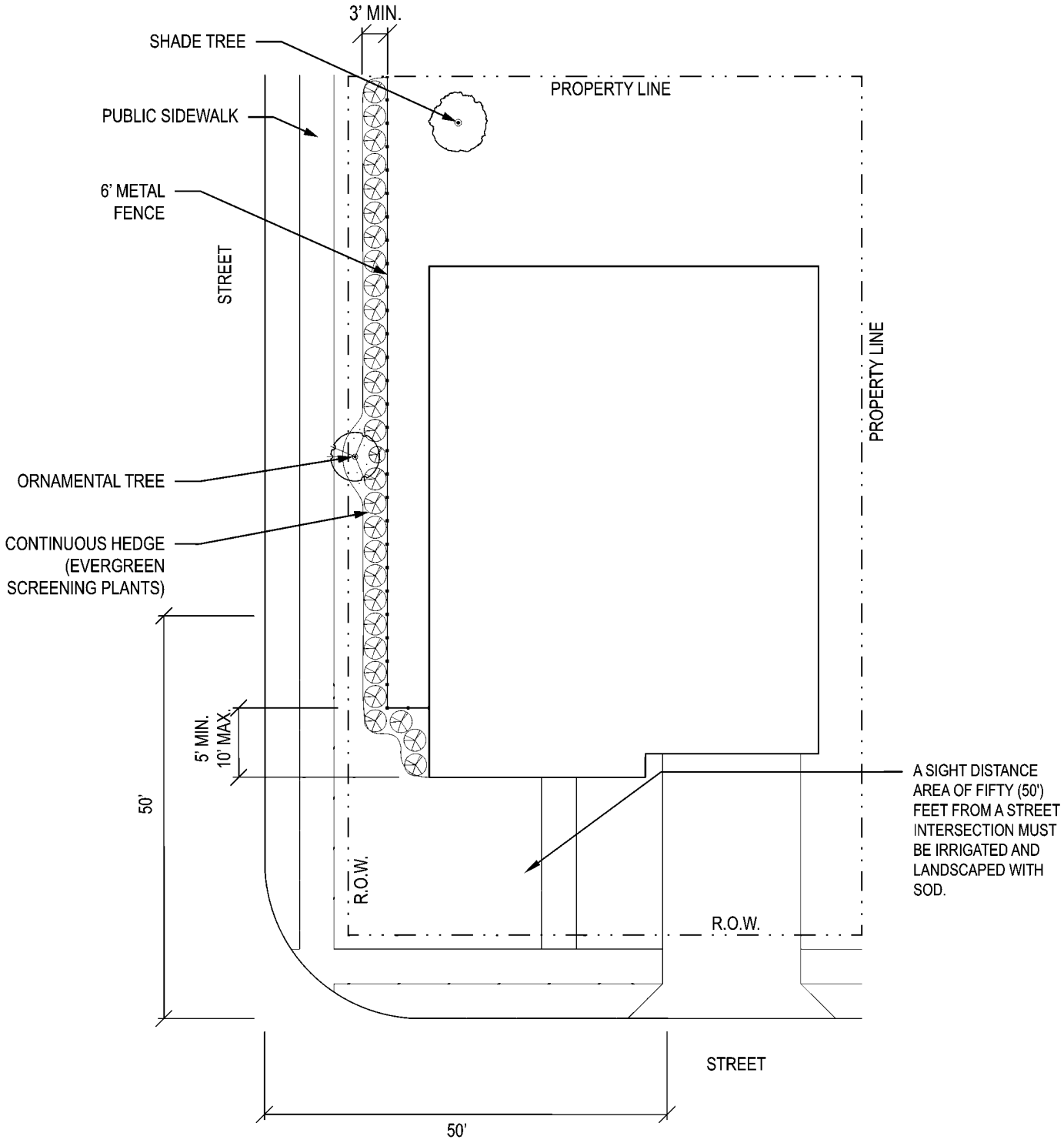
NOTES

1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. FRONT YARD PLANT QUANTITY REQUIREMENTS				
LOT WIDTH(S)	TREES		HARDY SHRUBS	
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	1 GALLON	5 GALLON
45' - 50'	1	1	15	10
60'	1	1	18	12

LANDSCAPE REQUIREMENT: SIDE YARD, CORNER LOT - TYPICAL

SCALE: NTS



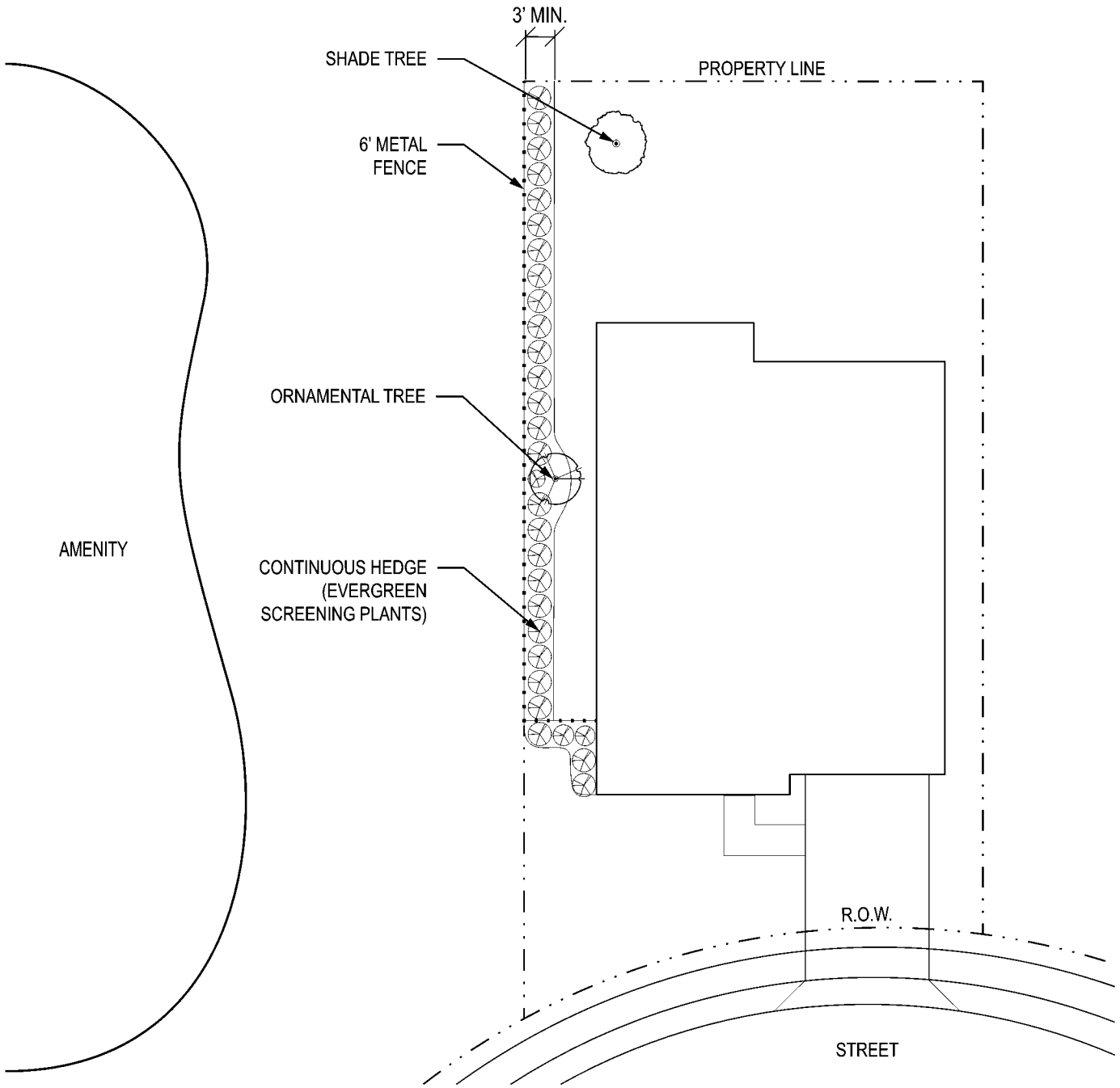
NOTES

1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. SIDE YARD PLANT QUANTITY REQUIREMENTS (AT CORNER LOT)			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	24" MIN. HEIGHT AT INSTALLATION
45' - 50'	1	1	CONTINUOUS HEDGE / EVERGREEN SCREENING PLANTS)
60'	1	1	

LANDSCAPE REQUIREMENT: SIDE YARD AT AMENITY - TYPICAL

SCALE: NTS



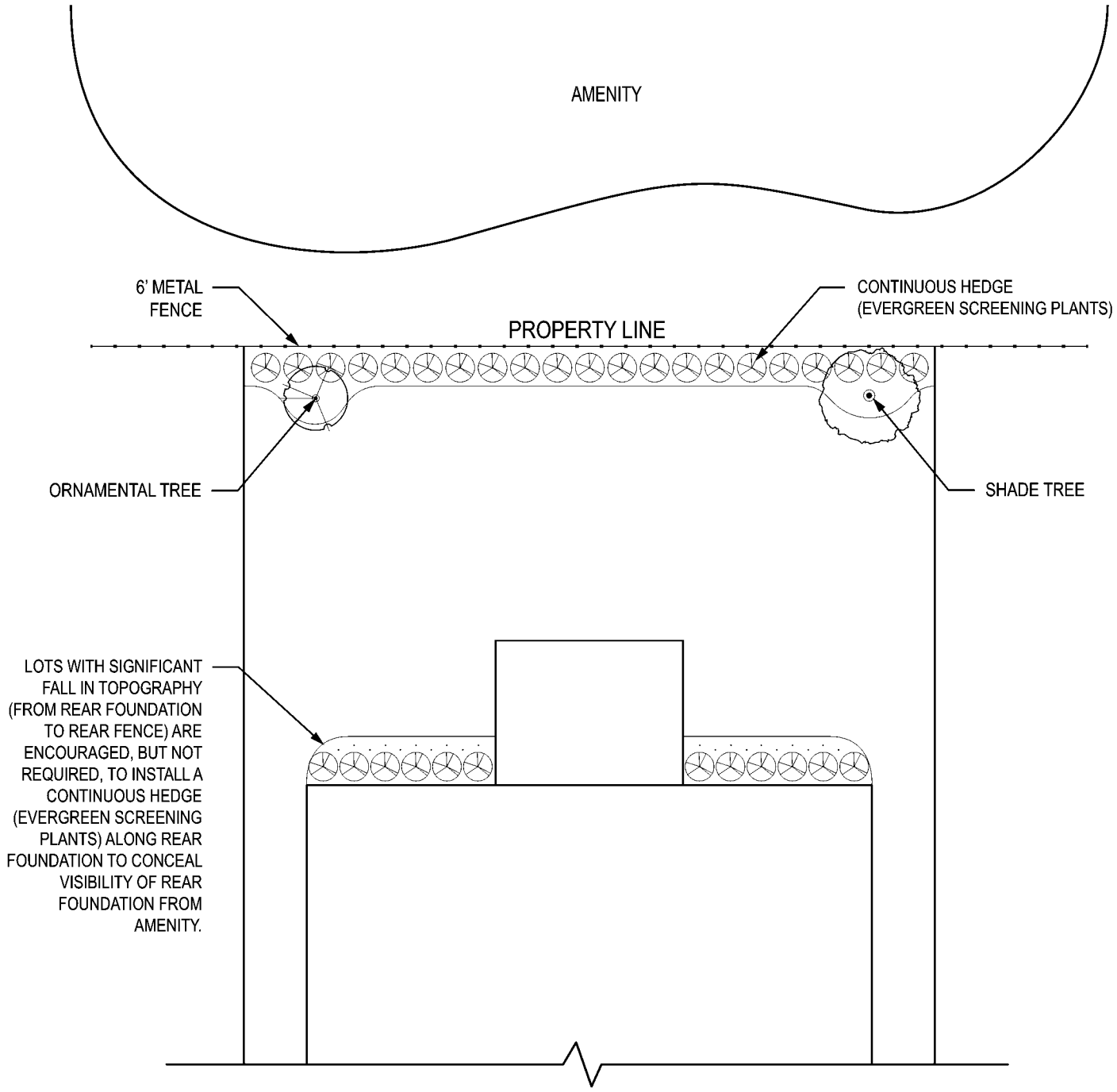
NOTES

1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. SIDE YARD PLANT QUANTITY REQUIREMENTS (AT AMENITY)			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	24" MIN. HEIGHT AT INSTALLATION
45' - 50'	1	1	CONTINUOUS HEDGE / EVERGREEN SCREENING PLANTS)
60'	1	1	

LANDSCAPE REQUIREMENT: REAR YARD AT AMENITY - TYPICAL

SCALE: NTS

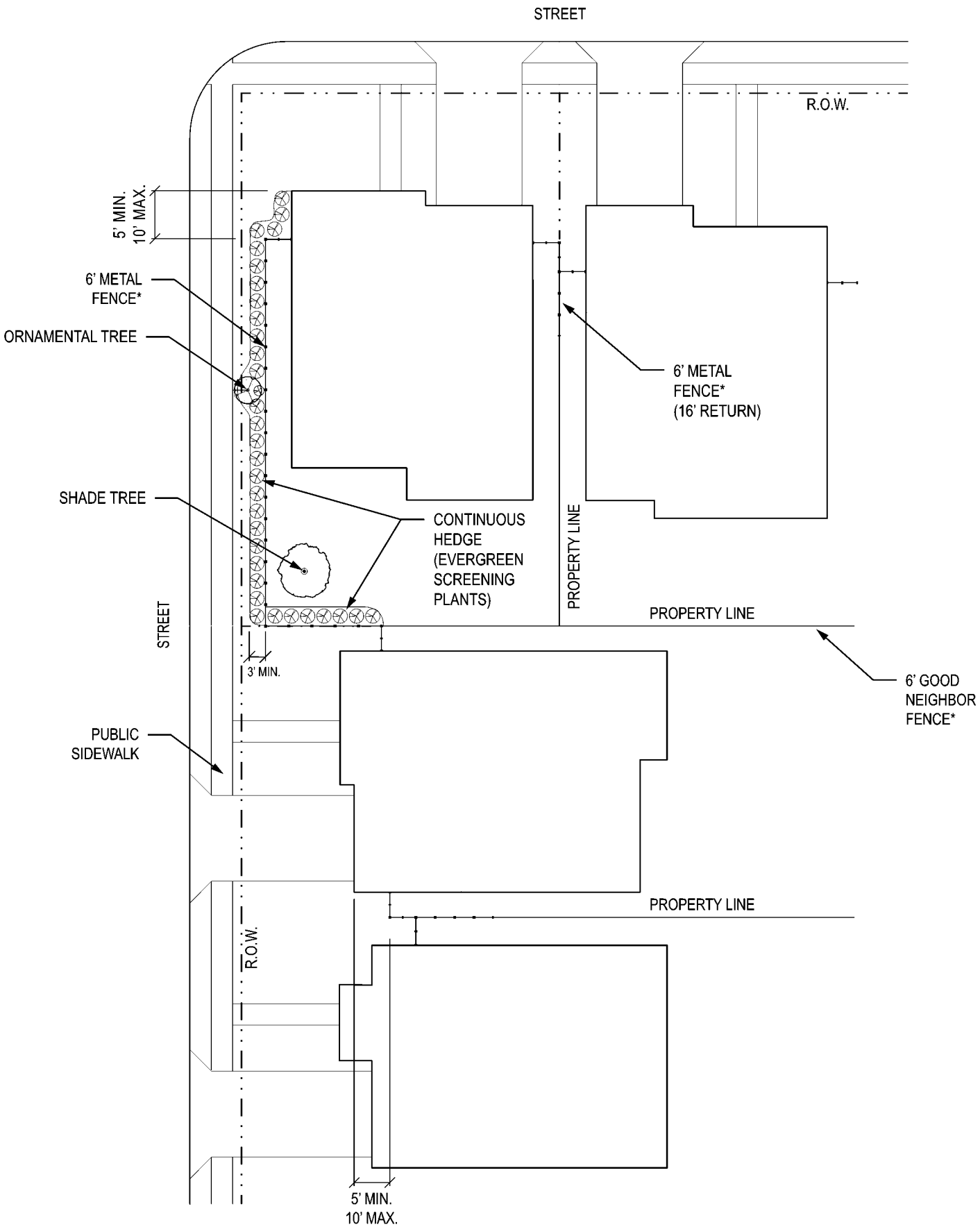


NOTES

1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

MIN. REAR YARD PLANT QUANTITY REQUIREMENTS (AT AMENITY)			
LOT WIDTH(S)	TREES		HARDY SHRUBS
	1.5" CALIPER SHADE TREE	ORNAMENTAL TREE (6' TALL MIN. AT INSTALL)	24" MIN. HEIGHT AT INSTALLATION
45' - 50'	1	1	CONTINUOUS HEDGE / EVERGREEN SCREENING PLANTS)
60'	1	1	

LANDSCAPE REQUIREMENT: PERPENDICULAR CORNER LOT



(*SEE FENCE DETAIL EXHIBITS "C1" - "C2".)
(SOME FENCE TYPES ON PARTICULAR LOTS MAY VARY. PLEASE SEE "SECTION FENCE & DRIVEWAY LAYOUTS" TO ENSURE CORRECT FENCE TYPE AND LOCATION.)

LANDSCAPE REQUIREMENT: APPROVED PLANT LIST

Please note that invasive species of plants are not permitted for use in Easton Park. For the most current list of prohibited invasive plants please reference the list at www.GrowGreen.org

NATIVE SHADE TREES	
COMMON NAME	**SCIENTIFIC NAME**
Bald Cypress	Taxodium distichum
Bur Oak	Quercus macrocarpa
Cedar Elm	Ulmus crassifolia
Chinquapin Oak	Quercus muehlenbergii
Escarpment Live Oak*	Quercus fusiformis
Pecan	Carya illinoinensis
Shumard Oak	Quercus shumardii
Southern Live Oak*	Quercus virginiana*

ORNAMENTAL TREES	
COMMON NAME	**SCIENTIFIC NAME**
Desert Willow	Chilopsis linearis
Flameleaf Sumac	Rhus copallinum
Mexican Plum	Prunus mexicana
Mexican Redbud	Cercis canadensis var. mexicana
Possumhaw Holly	Ilex decidua
Retama	Parkinsonia aculeata
Southern Wax Myrtle*	Myrica cerifera*
Texas Mountain Laurel	Dermatophyllum secundiflorum
Texas Persimmon	Diospyros texana
Texas Redbud	Cercis canadensis var. texensis
Yaupon Holly*	Ilex vomitoria*

LARGE SHRUBS	
COMMON NAME	**SCIENTIFIC NAME**
Dwarf Wax Myrtle	Myrica pusilla
Evergreen Sumac	Rhus virens
Southern Wax Myrtle* †	Myrica cerifera* †
Texas Sage* †	Leucophyllum frutescens* †
Barbados Cherry	Malpighia emarginata
Butterfly Bush	Buddleja
American Beautyberry	Callicarpa americana
Flameleaf Sumac	Rhus copallinum
Yellow Bells	Tecoma stans

SMALL SHRUBS	
COMMON NAME	**SCIENTIFIC NAME**
Artemisia*	Artemisia vulgaris*
Cherry Sage	Salvia greggii
Copper Canyon Daisy*	Tagetes lemmonii*
Dwarf Yaupon*	Ilex vomitoria 'Nana*
Foxtail Fern	Asparagus densiflorus
Red Yucca*	Hesperaloe parviflora*
Mexican Bush Sage	Salvia leucantha
Texas Betony*	Stachys coccinea*
Zexmenia	Wedelia acapulcensis var. hispida

PERENNIALS	
COMMON NAME	**SCIENTIFIC NAME**
Coreopsis	Coreopsis lanceolata
Evening Primrose	Oenothera
Fall Aster	Symphyotrichum oblongifolium
Gaura	Gaura lindheimeri
Gregg's Mistflower	Conoclinium greggii
Winecup	Callirhoe involucrata
Yarrow	Achillea millefolium
Yellow (Golden) Columbine	Aquilegia chrysantha

GRASS - (ORNAMENTAL)	
COMMON NAME	**SCIENTIFIC NAME**
Basket Grass	Oplismenus hirtellus
Big Muhly	Muhlenbergia lindheimeri
Blue Grama	Bouteloua gracilis
Buffalo Grass	Bouteloua dactyloides
Deer Muhly/Deer Grass	Muhlenbergia rigens
Gulf Muhly	Muhlenbergia capillaris
Indian Grass	Sorghastrum nutans
Inland Sea Oats	Chasmanthium latifolium
Little Bluestem	Schizachyrium scoparium
Mexican Feather Grass	Nassella tenuissima
Side Oats Grama	Bouteloua curtipendula

GRASS - (LAWN)	
COMMON NAME	**SCIENTIFIC NAME**
Bermuda	Cynodon dactylon

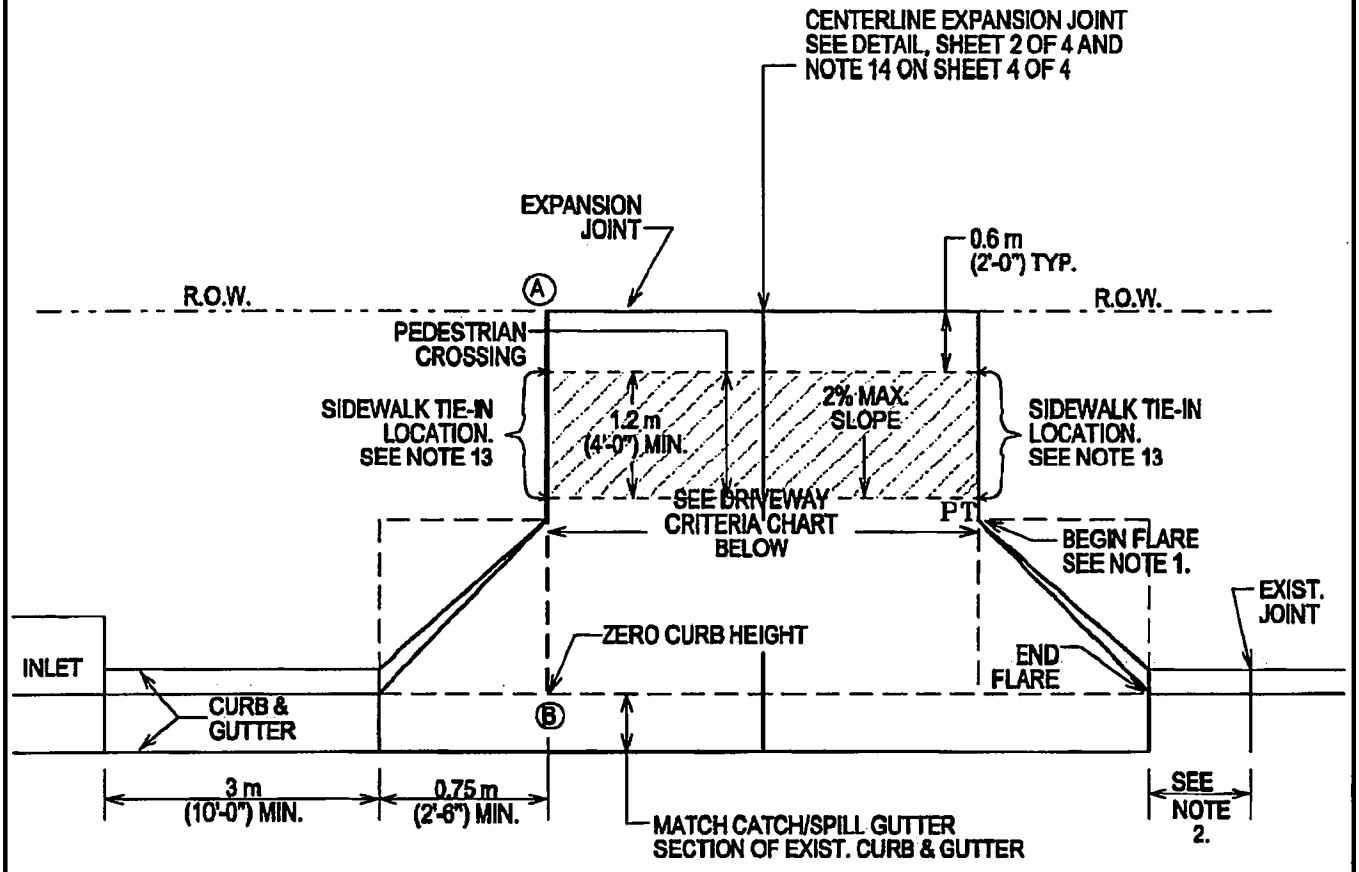
ACCENTS	
COMMON NAME	**SCIENTIFIC NAME**
Agave	Agave americana
Paleleaf Yucca	Yucca pallida
Prickly Pear Cactus	Opuntia
Soft Leaf Yucca	Yucca recurvifolia
Texas Sotol	Dasylirion Texanum
Twisted Leaf Yucca	Yucca rupicola

GROUND COVER	
COMMON NAME	**SCIENTIFIC NAME**
Katie Dwarf Ruellia*	Ruellia brittoniana 'Katie'*
Pigeonberry*	Rivina humilis*
Silver Ponyfoot*	Dichondra argentea*
Trailing Lantana	Lantana montevidensis

* Evergreen

† Designated option for use on Corner Lots and Amenity Lots for required "Continuous Hedge (Evergreen Screening Plants)".

DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS



PLAN

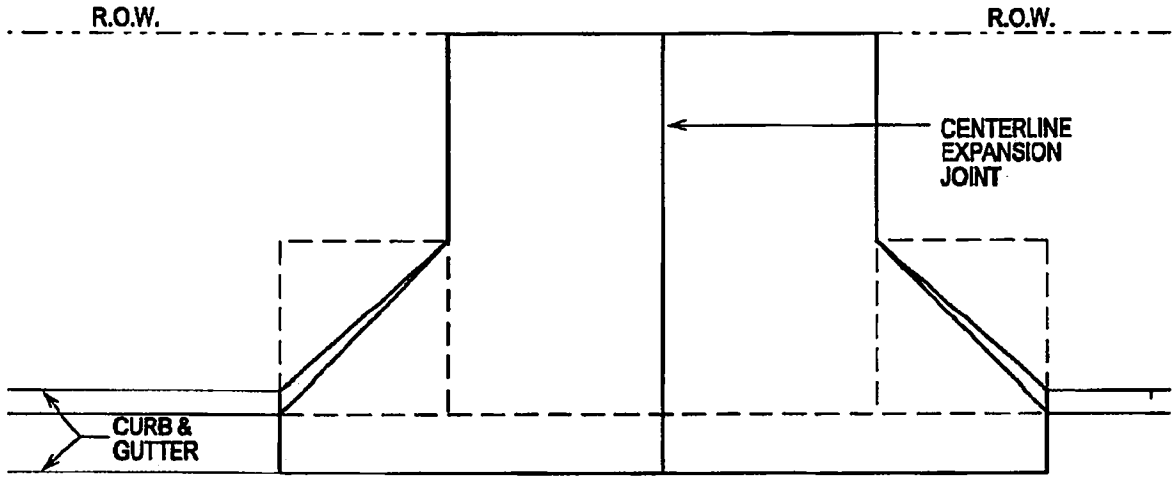
DRIVEWAY CRITERIA	WIDTH METERS (FEET)		
USE	MIN.	*OPT.	MAX.
SINGLE FAMILY	3.66 (12)	5.50 (18)	11.80 (25)
DUPLEX	4.56 (15)	5.50 (18)	11.80 (25)
TOWN HOME	4.56 (15)	5.50 (18)	11.80 (25)

*OPTIMUM

NOTE: ALL DRIVEWAYS SHALL BE SLOPED TOWARDS THE STREET FROM THE R.O.W. LINE. ELEVATION OF POINT Ⓐ ABOVE POINT Ⓑ IS, TYPICALLY A MINIMUM OF 150 mm (6") PLUS 20 mm/m ($\frac{1}{4}$" RISE/FOOT) OVER DISTANCE "X" IN METERS (FEET).

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 1 OF 4

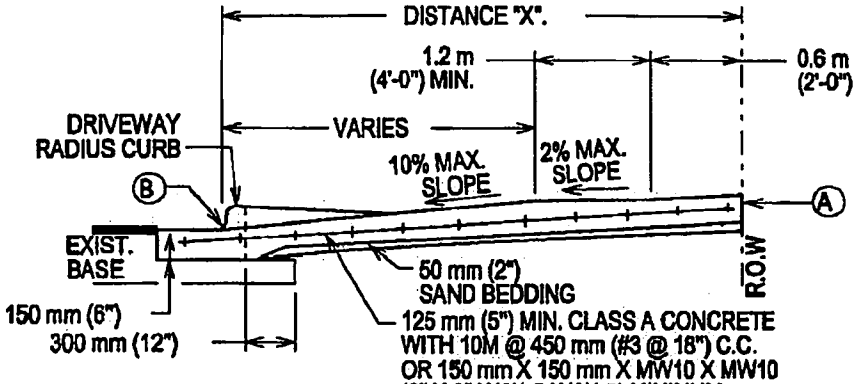
DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS



PLAN

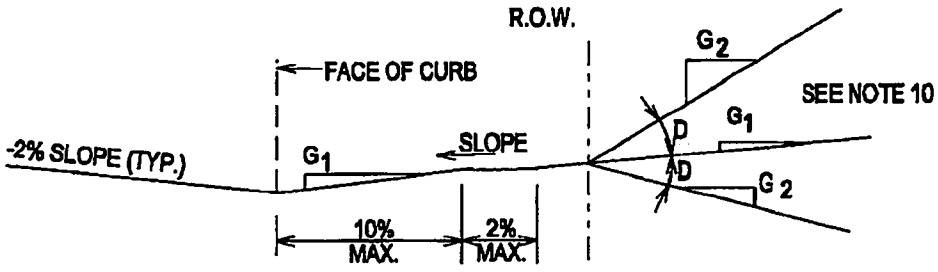
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 2 OF 4

DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS



REINFORCEMENT SHALL ACCURATELY PLACED AT SLAB MID-DEPTH AND HELD FIRMLY IN PLACE BY MEANS OF BAR SUPPORTS OF ADEQUATE STRENGTH AND NUMBER THAT WILL PREVENT DISPLACEMENT AND KEEP THE STEEL AT ITS PROPER POSITION DURING THE PLACEMENT OF THE P.C. CONCRETE. IN NO INSTANCE SHALL THE STEEL BE PLACED DIRECTLY ON THE SUBGRADE OR SAND CUSHION LAYER.

CROSS SECTION



ALLOWABLE GRADES

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 3 OF 4

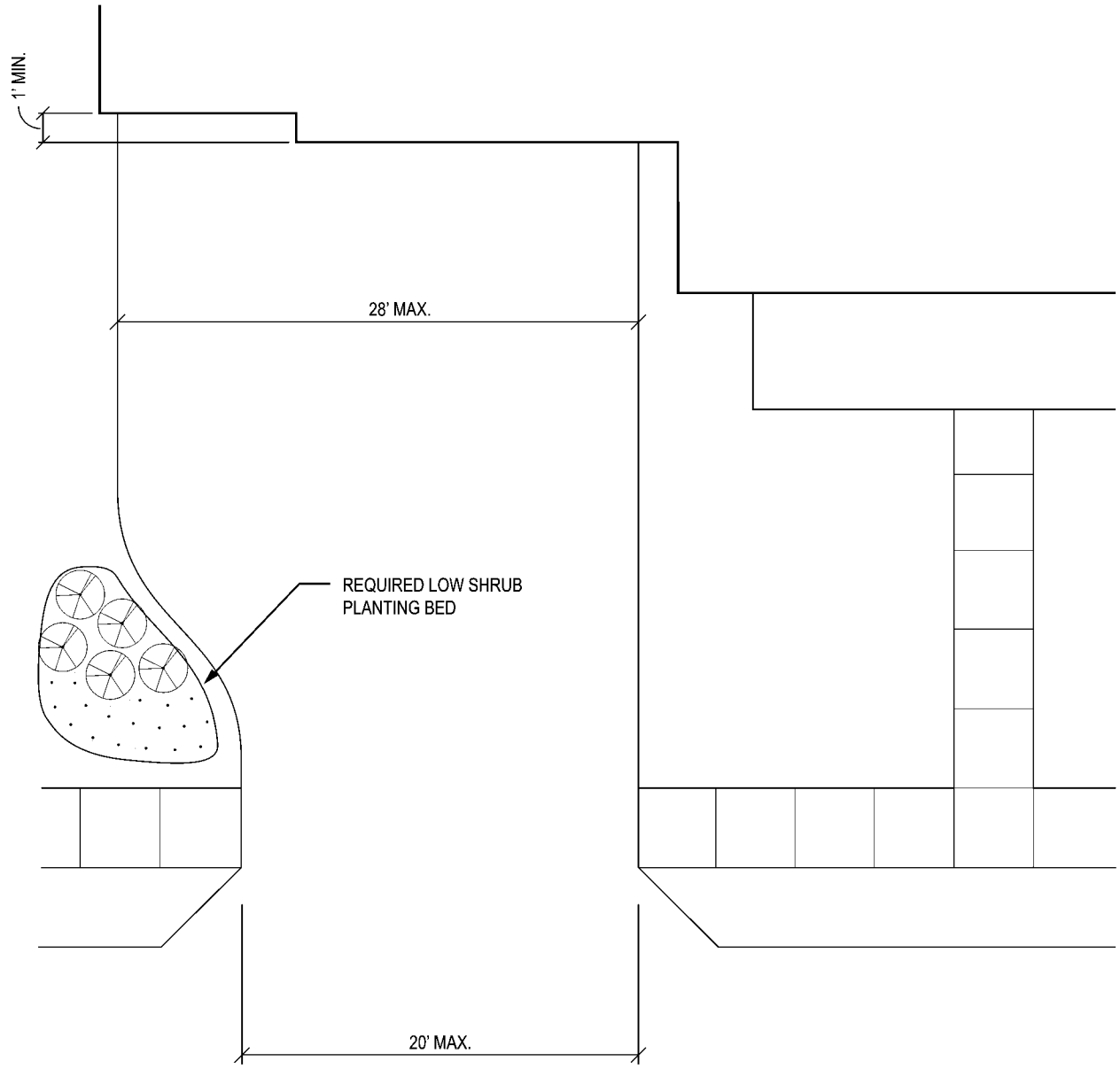
DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN
SCALE: NTS

NOTES:

1. "ZERO" CURB AT BEGINNING OF FLARE OR SIDEWALK EDGE, WHICHEVER IS ENCOUNTERED FIRST. THE DRIVEWAY EDGE SHALL BE SMOOTHLY TRANSITIONED INTO THE SIDEWALK BEGINNING AT THE END OF FLARE.
2. IF DIMENSION IS LESS THAN 1.5 METERS (5 FEET), REMOVE CURB AND GUTTER TO EXISTING JOINT AND POUR MONOLITHICALLY WITH THE DRIVEWAY.
3. IF THE BASE MATERIAL UNDER AND BEHIND THE CURB IS OVER-EXCAVATED WHERE THE CURB AND GUTTER WAS REMOVED, BACKFILL WITH CONCRETE MONOLITHICALLY WITH THE DRIVEWAY.
4. ALL DRIVEWAYS MUST BE CONSTRUCTED WITHIN THE STREET FRONTAGE OF THE SUBJECT PROPERTY AS DETERMINED BY EXTENDING THE SIDE PROPERTY LINES TO THE CURB.
5. DRIVEWAYS SHALL NOT EXCEED 70% OF A LOTS' STREET FRONTAGE.
6. TYPE I DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTER-SECTING RIGHTS-OF-WAY THAN 60% OF PARCEL FRONTAGE OR 15 METERS (50 FEET); WHICHEVER IS LESS.
7. DRIVEWAYS SHALL NOT BE CONSTRUCTED WITHIN THE CURB RETURN OF A STREET INTERSECTION.
8. SINGLE FAMILY LOTS LIMITED TO ONE DRIVEWAY EXCEPT FOR APPROVED SEMICIRCULAR DRIVES.
9. WHEN TWO DRIVEWAYS ARE USED (ONE PER UNIT; TWO MAXIMUM) FOR DUPLEXES AND TOWN HOMES, SINGLE FAMILY STANDARDS SHALL APPLY.
10. WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS AND "G2" IS GREATER THAN 15%. "G1" PLUS "D" SHOULD NOT EXCEED 15%.
11. SEE TRANSPORTATION MANUAL SECTION 5 FOR OTHER DRIVEWAY REQUIREMENTS.
12. USE 12 mm (½") ASPHALT BOARD, OR OTHER APPROVED MATERIAL, FOR CURB AND GUTTER EXPANSION JOINTS.
13. THE SIDEWALK, REGARDLESS OF ITS LOCATION WITH RESPECT TO THE CURB OR PROPERTY LINE, SHALL BE CONNECTED TO THE DRIVEWAY AT THESE LOCATIONS.
14. PLACE AN EXPANSION JOINT DOWN THE CENTER OF ALL DRIVEWAYS.
15. WATER METER BOXES AND WASTEWATER CLEAN OUTS ARE PROHIBITED FROM BEING LOCATED IN DRIVEWAY AREAS.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
10-19-09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 4 OF 4

DRIVEWAY REQUIREMENT: 3-CAR GARAGE - GARAGE FORWARD (FRONT LOADED)
SCALE: NTS



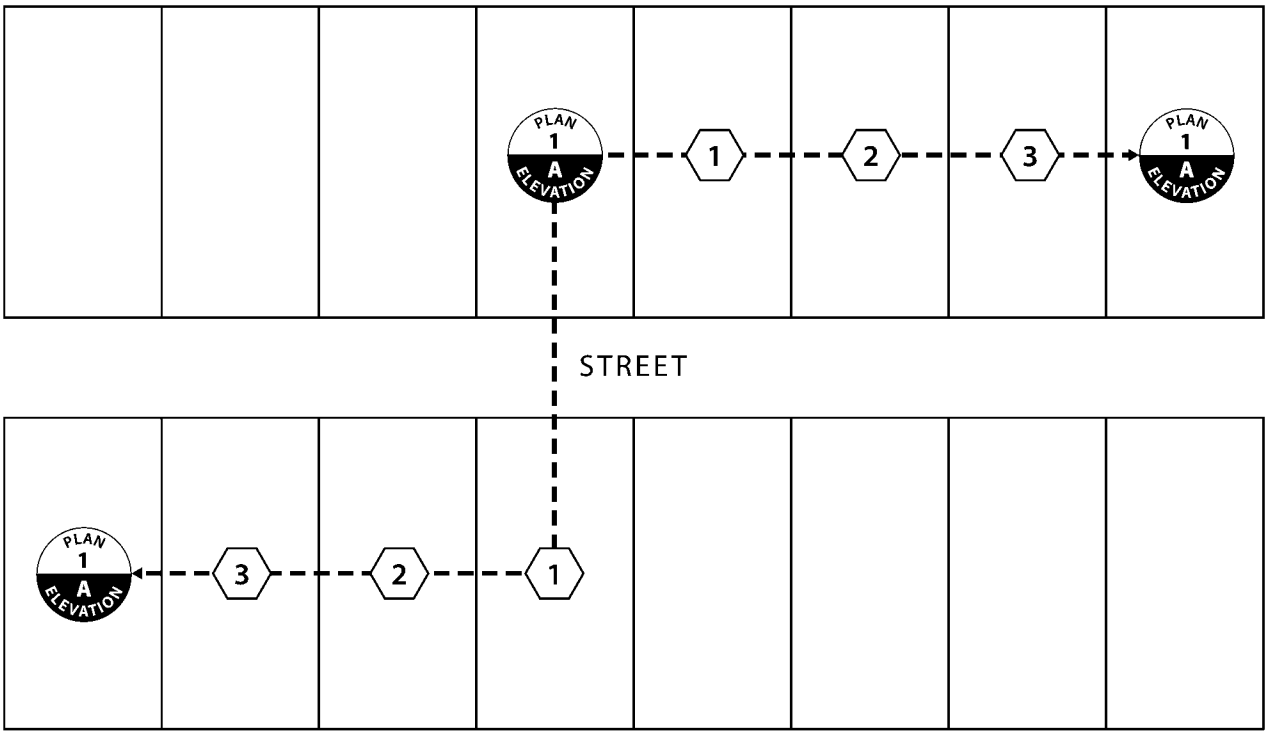
NOTES

1. A PLANTER BED WITH A MIX OF LOW SHRUBS MUST BE INSTALLED AND MAINTAINED AT THE PORTION OF THE DRIVEWAY WHERE THE TAPER OCCURS.

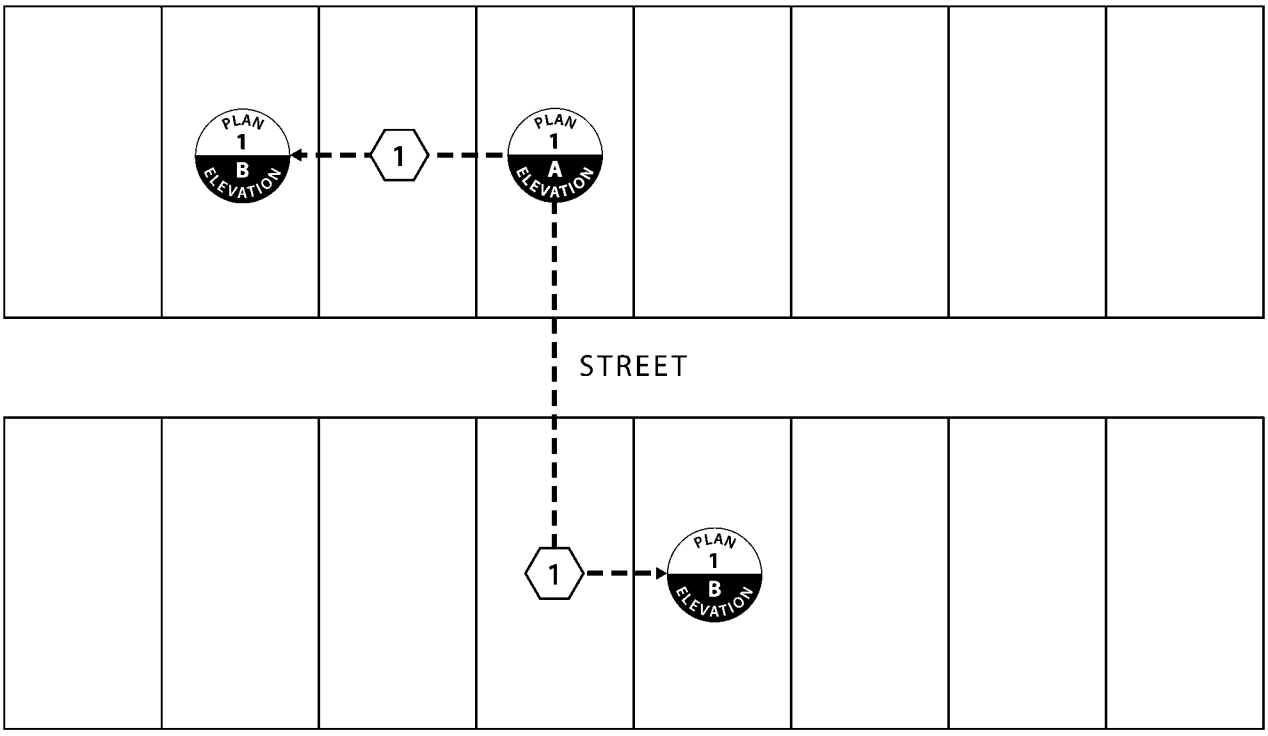
2. SPECIAL ATTENTION SHOULD BE GIVEN TO THIS PLANTER BED DESIGN AND ITS SHRUB HEIGHTS IN ORDER TO MAINTAIN A SAFE LINE-OF-SIGHT / ALLOW ADEQUATE VISIBILITY FROM MOTORISTS BACKING OUT OF THE DRIVEWAY TO ONCOMING TRAFFIC, CYCLISTS, AND PEDESTRIANS (ESPECIALLY CHILDREN).

PLAN REPETITION

SAME PLAN / **SAME** ELEVATION



SAME PLAN / **DIFFERENT** ELEVATION



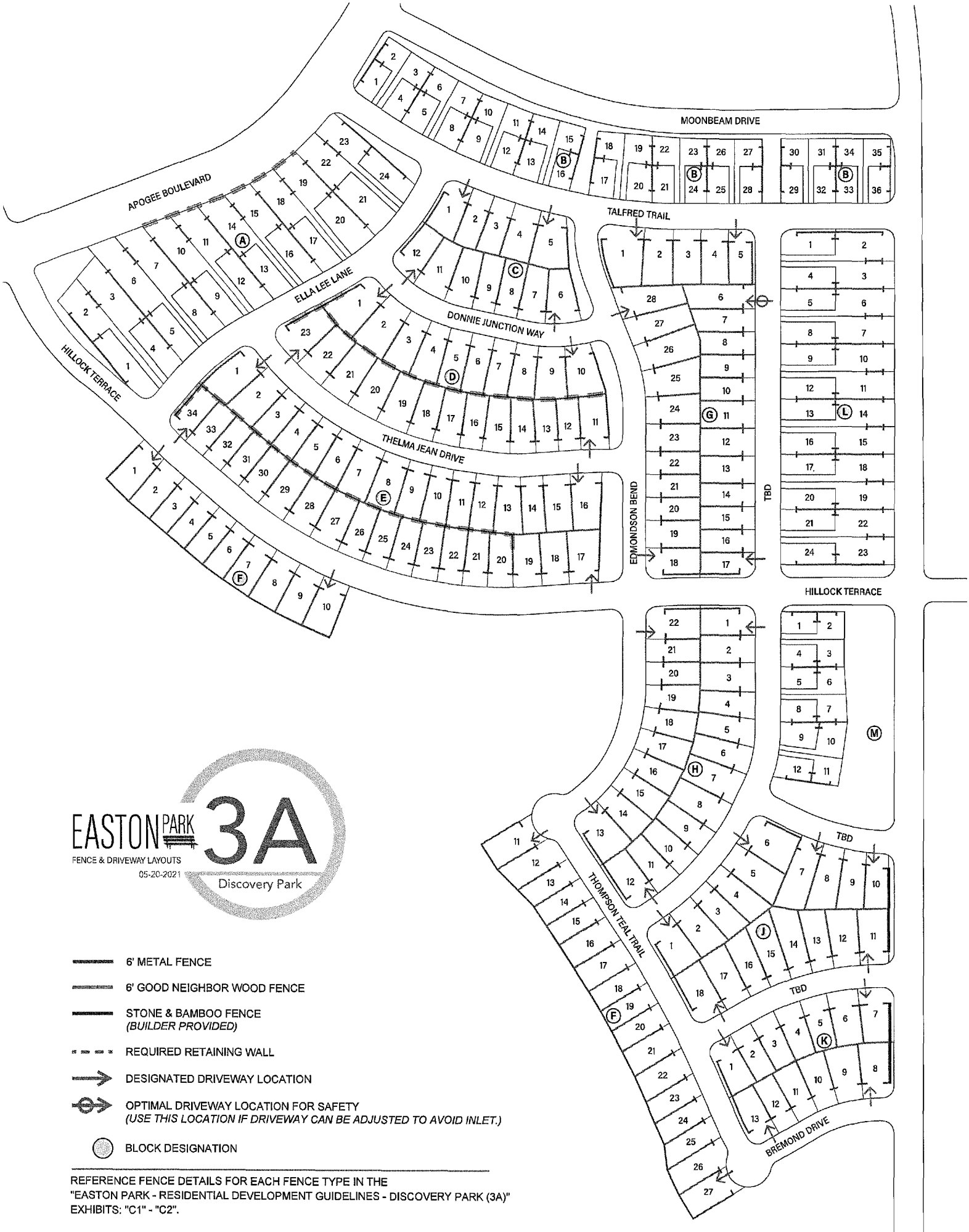
VII. Supplemental Guidelines

All supplemental guidelines will be found on the pages that follow.

EXHIBIT B

FENCE AND DRIVEWAY LAYOUT PLANS

The following pages encompass the fence and driveway layout plans for Easton Park [Section 3A, Phase 1] and Easton Park [Section 3A, Phase 2].



EASTON PARK 3A

FENCE & DRIVEWAY LAYOUTS

05-20-2021

Discovery Park

6' METAL FENCE

6' GOOD NEIGHBOR WOOD FENCE

STONE & BAMBOO FENCE
(BUILDER PROVIDED)

REQUIRED RETAINING WALL

DESIGNATED DRIVEWAY LOCATION

OPTIMAL DRIVEWAY LOCATION FOR SAFETY
(USE THIS LOCATION IF DRIVEWAY CAN BE ADJUSTED TO AVOID INLET.)

BLOCK DESIGNATION

REFERENCE FENCE DETAILS FOR EACH FENCE TYPE IN THE
"EASTON PARK - RESIDENTIAL DEVELOPMENT GUIDELINES - DISCOVERY PARK (3A)"
EXHIBITS: "C1" - "C2".

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Jul 18, 2022 04:28 PM Fee: $42.00
2022123846
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES [DISCOVERY PARK - SECTION 3A, PHASE 1 AND SECTION 3A, PHASE 2]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Supplemental Residential Design Guidelines [Discovery Park - Section 3A, Phase 1 And Section 3A, Phase 2] recorded as Document No. 2021238827 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES [DISCOVERY PARK - SECTION 3A, PHASE 1 AND SECTION 3A, PHASE 2]

This First Amendment to the Supplemental Residential Design Guidelines [Discovery Park - Section 3A, Phase 1 and Section 3A, Phase 2] (the "**Amendment**") is made by Carma Easton LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended from time to time (the "**Master Covenant**").

B. Declarant previously executed and recorded that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas, as amended from time to time (the "**Master Residential Design Guidelines**") and that certain Supplemental Residential Design Guidelines [Discovery Park - Section 3A, Phase 1 and Section 3A, Phase 2] recorded as Document No. 2021238827 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Discovery Park Guidelines**").

C. Article IV of the Master Residential Design Guidelines provides that the Master Residential Design Guidelines and any supplements thereto may be amended by Declarant acting alone and unilaterally during the Development Period as the Easton Park Reviewer. The Development Period has not expired or been terminated.

D. Pursuant to the Recordation of this Amendment, Declarant desires to and hereby so does amend the Discovery Park Guidelines as set forth in this Amendment.

E. Upon Recordation of this Amendment, those portions of the Property which were already made subject to the Discovery Park Guidelines are and shall continue to be encumbered by the terms and conditions of the Discovery Park Guidelines, as amended by this Amendment. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Discovery Park Guidelines and every amendment thereto.

NOW THEREFORE, the Discovery Park Guidelines are hereby amended as follows:

1. The Discovery Park Guidelines are hereby amended and supplemented by adding the following "*Pet Fencing*" provisions:

Pet Fencing. Pet fencing may have pickets at two inches (2") on center and up to two feet (2') from the bottom of the fence. Approved fencing examples are shown on **Attachment 1.**

2. Fencing. The Discovery Park Guidelines are supplemented by adding the following Section D. to Section 3.3:

D. Prohibited Elements:

- Polyurethane mesh netting shall not be used as fence screening. The Easton Park Reviewer has the sole discretion to determine compliance with this Section.

3. Exterior Lighting. The following Section is added to the Discovery Park Guidelines:

Exterior Lighting - Prohibited Elements:

- String lights, sometimes referred to as Edison bulb string lights, fairy lights and/or party lights are prohibited. The Easton Park Reviewer has the sole discretion to determine compliance with this Section.

4. Definitions. All capitalized terms shown in this Amendment shall have their meaning as expressed under the Master Covenant or the Discovery Park Guidelines unless otherwise indicated herein.

5. Conflicts. The provisions of this Amendment shall control over any conflicting terms in the Discovery Park Guidelines or Master Residential Guidelines.

6. No Other Modifications. Except as expressly modified by this Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Discovery Park Guidelines shall continue in full force and effect.

[Signature page to follow]

[EXECUTION PAGE TO FIRST AMENDMENT TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES]

Executed to be effective upon Recording.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of July, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

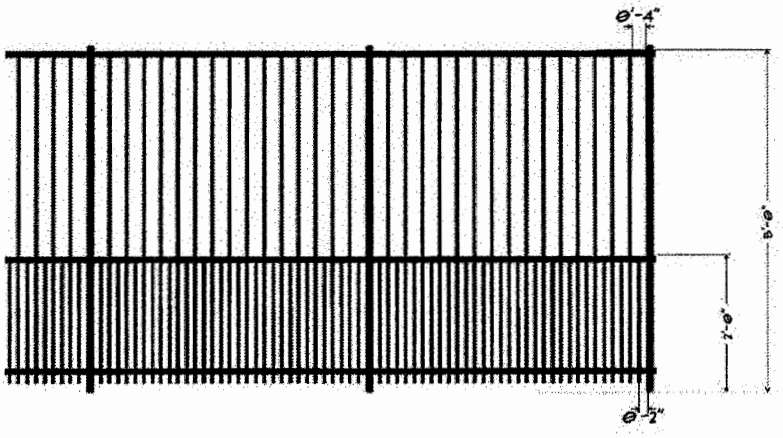
_____
Notary Public, State of Texas

(SEAL)
JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

ATTACHMENT 1
PET FENCING SPECIFICATIONS

Pet Containment Fence.

The "puppy pickets" may extend no further than two feet (2') in height of the overall fence, and shall have spacing between pickets of no less than two inches (2") on the lower portion. The maximum fence height for a pet containment fence is five feet (5').



(b) **Fencing for backyards cover no more of the property than the following:**

Starting at the rearmost corners of the house, the fencing may extend to the property lines on the right and left side of the house at right angles and then down the side property lines to the rear property line. The two sides then can be connected by a section that runs along the rear property line. On properties where the corner of the house is a patio, the fencing may start where the back of the patio meets the house.

SLOPES
Fencing panels shall run horizontally in a stairstep pattern along sloping terrain.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Apr 12, 2022 03:14 PM Fee: $298.00
2022066931
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[BB LIVING AT EASTON PARK]

COMPLETE COLOR COPIES **of the BB Living at Easton Park Design Guidelines are available from the Manager of the Association and at the following website:**

https://www.kenanderson.com/eastonpark
https://www.kenanderson.com/res-eastonpark-bbliving

As of the effective date of this filing instrument, the contact information for the Manager of the Association is c/o DMB Community Life, Inc., 7604 Solari Drive, Austin, Texas 78744, phone: 512-641-3975.

Adopted by Declarant in accordance with *Section 6.04(b)* of Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[BB LIVING AT EASTON PARK]

ARTICLE 1
INTRODUCTION

Any notice or information required to be submitted to the Easton Park Reviewer under these Supplemental Residential Design Guidelines [BB Living at Easton Park] hereunder will be submitted to the Easton Park Reviewer, 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, Phone: (512) 391-1330, Fax: (512) 391-1333.

A. Background

BB Living at Easton Park is located in a master planned community in Travis County, Texas, which is made subject to the terms and provisions of the Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353, in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), pursuant to the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Master Covenant. The Master Covenant and the Development Area Declaration include provisions governing the construction of Improvements and standards or maintenance, use and conduct for the preservation of the Easton Park Development.

B. Easton Park Reviewer and Review Authority

The **Easton Park Reviewer** consists of one or more individuals who have been appointed by **CARMA EASTON LLC**, a Texas limited liability company (the "**Declarant**"). As provided in *Article 6* of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within the Easton Park Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the Easton Park Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Easton Park. *Section 6.03(a)* of the Master Covenant and *Section 3.01* of the Development Area Declaration provide that no Improvements may be constructed without the prior written approval of the Easton Park Reviewer.

C. Applicability

Section 6.01 of the Master Covenant provides that until the expiration of the Development Period (as defined therein), the Easton Park Reviewer is the Declarant or its designee. *Section 6.04(b)* of the Master Covenant provides that the Easton Park Reviewer may adopt Design Guidelines to govern the

standards for design, construction, and modification of Improvements, landscaping, and the placement of exterior items within Easton Park which may consist of multiple written design guidelines applying to all or specific portions of the Development.

Declarant, as the Easton Park Reviewer, has adopted that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**").

These Supplemental Residential Design Guidelines [BB Living at Easton Park] (the "**BB Living at Easton Park Guidelines**") are a supplement to certain provisions of the Development Design Guidelines. In the event of a conflict between the terms and provisions of the BB Living at Easton Park Guidelines and the Development Design Guidelines, the terms and provisions of the BB Living at Easton Park Guidelines will control.

These BB Living at Easton Park Guidelines apply only to the Apartment Units in Easton Park located on the real property described in **EXHIBIT A** attached hereto and incorporated by reference herein, *which is anticipated to be platted as Section 4B West, Lot 2, Block A* (the "**BB Living Apartment Units**"). The Development Design Guidelines continue to apply to the BB Living Apartment Units except as supplemented and modified herein.

ARTICLE 2
BB LIVING AT EASTON PARK GUIDELINES

The requirements set forth herein are intended to provide general direction and guidance to the applicant. Please be advised that all Improvements must be approved in advance and in writing by the Easton Park Reviewer. The Easton Park Reviewer will determine whether the applicant has complied with the requirements set forth herein.

The BB Living at Easton Park Guidelines are attached hereto as **EXHIBIT B** and incorporated herein and shall be effective upon the date of Recordation in the Official Public Records of Travis County, Texas.

ARTICLE 3
AMENDMENTS

3.01. Amendments to BB Living at Easton Park Guidelines. In accordance with *Section 6.04(b)* of the Master Covenant, amendments, modifications, or supplements to these BB Living at Easton Park Guidelines must be approved by the Easton Park Reviewer.

[SIGNATURE PAGE FOLLOWS.]

[SIGNATURE PAGE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[BB LIVING AT EASTON PARK]]

Executed to be effective upon the date of Recording.

Adopted by:
DECLARANT AS THE EASTON PARK REVIEWER:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11th day of April, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2026
Notary ID 128849950

_____
Notary Public, State of Texas

[SIGNATURE PAGE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES
[BB LIVING AT EASTON PARK]]

Executed to be effective upon the date of Recording.

Adopted by:
DECLARANT AS THE EASTON PARK REVIEWER:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11th day of April, 2022, by Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

EXHIBIT A

See following four (4) pages.

12.643 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 12.643 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON, LLC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 12.643 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the southwest right-of-way line of William Cannon Drive (140' R.O.W.), for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found in the southwest line of said William Cannon Drive, bears N36°29'27"W, a distance of 207.51 feet,

THENCE, S37°00'56"E, over and across said right-of-way of William Cannon Drive, a distance of 30.06 feet to a calculated point at the beginning of a curve to the left, being in the southwest line of said William Cannon Drive, for a northeast corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, along said curve to the left, over and across said 138.54 acre tract of land, and with the southwest line of said William Cannon Drive, having a radius of 1640.50 feet, an arc length of 127.42 feet, and a chord that bears S39°45'56"E, a distance of 127.39 feet to a calculated point for the easternmost corner of the herein described tract of land,

THENCE, S44°59'56"W, over and across said 138.54 acre tract of land, a distance of 799.66 feet to a calculated point in the southwest line of said 138.54 acre tract of land, being in the northeast line of Finial Drive(70' R.O.W.), for the southernmost corner of the herein described tract of land,

THENCE, N47°52'17"W, over and across said 138.54 acre tract of land, with the common line of said 138.54 acre tract and said Finial Drive, a distance of 1159.25 feet to a calculated point at the beginning of a curve to the right, for southwestern corner of the herein described tract of land,

THENCE, continuing over and across said 138.54 acre tract, with the following twelve (12) courses and distances, numbered 1 through 12,

1) Along said curve to the right, having a radius of 25.00 feet, an arc length of 39.21 feet, and a chord that bears N02°56'19"W, a distance of 35.31 feet to a calculated point for the westernmost corner of the herein described tract of land,
2) N41°59'40"E, a distance of 98.70 feet to a calculated point for corner, being at the beginning of a curve to the left,
3) Along said curve to the left, having a radius of 530.00 feet, an arc length of 106.60 feet, and a chord that bears N36°13'57"E, a distance of 106.42 feet to a calculated point for a northwestern corner of the herein described tract of land,
4) S59°54'16"E, a distance of 73.12 feet to a calculated point for corner,
5) S44°18'40"E, a distance of 406.55 feet to a calculated point for corner,
6) S87°54'40"E, a distance of 111.08 feet to a calculated point for corner,
7) N46°13'24"E, a distance of 125.65 feet to a calculated point for corner,
8) N40°54'53"E, a distance of 103.19 feet to a calculated point for corner,

J: AC3D\5307\SURVEY\FIELD NOTES\FN – 12.643 ACRES – LOT 2.DOC

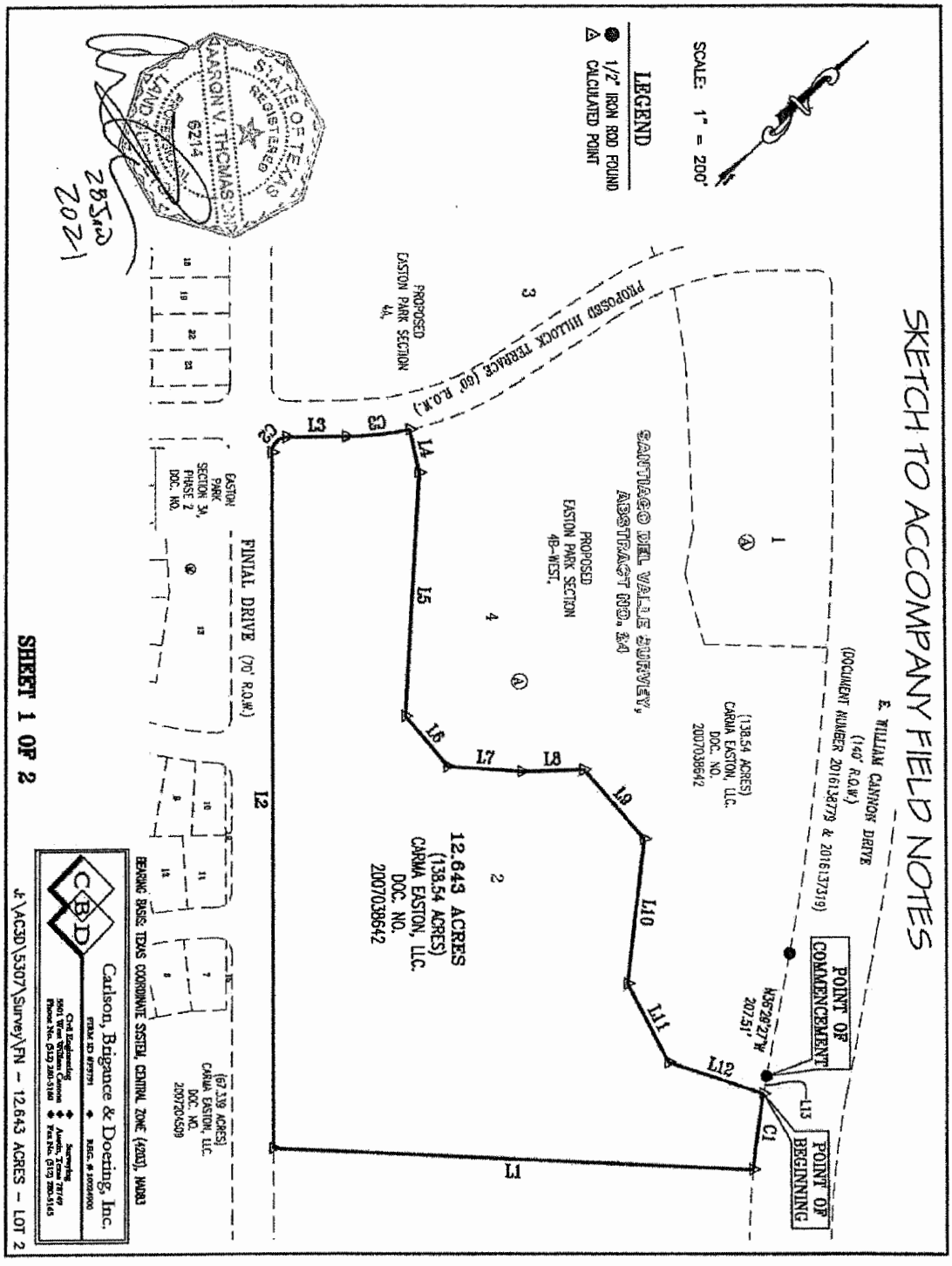
9) S88°37'33"E, a distance of 153.08 feet to a calculated point for corner,
10) S40°57'47"E, a distance of 241.70 feet to a calculated point for corner,
11) S75°08'32"E, a distance of 147.45 feet to a calculated point for corner, and
12) N60°40'31"E, a distance of 167.43 feet to the **POINT OF BEGINNING** and containing 12.643 acres of land.

Surveyed by: _____ 28 JAN 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5307\SURVEY\FIELD NOTES\FN – 12.643 ACRES – LOT 2.DOC


SKETCH TO ACCOMPANY FIELD NOTES
SCALE: 1" = 200'
LEGEND
1/2" IRON ROD FOUND
CALCULATED POINT
E. WILLIAM CANNON DRIVE
(140' R.O.W.)
(DOCUMENT NUMBER 201613779 & 201613719)
POINT OF COMMENCEMENT
POINT OF BEGINNING
N36°26'27"W
207.51'
C1
L13
L12
L11
L10
L9
L8
L7
L6
L5
L4
L3
L2
L1
(138.54 ACRES)
CARMA EASTON, LLC.
DOC. NO.
2007038642
PROPOSED HILLOCK TERRACE (60' R.O.W.)
PROPOSED EASTON PARK SECTION 4A
SANTIAGO DEL VALLE SURVEY,
ABSTRACT NO. 24
PROPOSED EASTON PARK SECTION 4B-WEST.
12.643 ACRES
(138.54 ACRES)
CARMA EASTON, LLC.
DOC. NO.
2007038642
FINIAL DRIVE (70' R.O.W.)
EASTON PARK SECTION 3A, PHASE 2 DOC. NO.
(67.339 ACRES)
CARMA EASTON, LLC.
DOC. NO.
2007204509
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
STATE OF TEXAS
REGISTERED
AARON V. THOMAS
6214
LAND SURVEYOR
28 JAN 2021
Carlson, Brigance & Doering, Inc.
FIRM ID #10194000
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160
Surveying
Austin, Texas 78749
Fax No. (512) 280-5165
SHEET 1 OF 2
J:\AC3D\5307\Survey\FN - 12.643 ACRES - LOT 2

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	799.66	S44°59'56"W
L2	1159.25	N47°52'17"W
L3	98.70	N41°59'40"E
L4	73.12	S59°54'16"E
L5	406.55	S44°18'40"E
L6	111.08	S87°54'40"E
L7	125.65	N46°13'24"E
L8	103.19	N40°54'53"E
L9	153.08	S88°37'33"E
L10	241.70	S40°57'47"E
L11	147.45	S75°08'32"E
L12	167.43	N60°40'31"E
L13	30.06	S37°00'56"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	127.42	1640.50	S39°45'56"E	127.39	63.74	4°27'01"
C2	39.21	25.00	N02°56'19"W	35.31	24.94	89°51'57"
C3	106.60	530.00	N36°13'57"E	106.42	53.48	11°31'27"

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 2 OF 2

J:\AC3D\5307\Survey\FN – 12.643 ACRES – LOT 2

EXHIBIT B

BB LIVING AT EASTON PARK GUIDELINES

The following pages encompass the BB Living at Easton Park Guidelines.

EASTON PARK

Residential Development Guidelines

4B2

BB Living

December 24, 2021

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I. GENERAL

1.1 Community Vision

Easton Park is designed to have the core elements of a "long-standing established neighborhood" with a playful modern twist. By carefully crafting each Section with a mixture of housing products and amenities, the neighborhoods in Easton Park are able to appeal to a wide range of users. While diversity and choice are celebrated in Easton Park, it is important for all residents to realize that their home is "one piece of a greater whole" and that the importance of placement, size, texture and color of each piece is what unites the community together.

1.2 Builder Responsibility

Builders are solely responsible and liable for ensuring that all construction and/or improvements meet or exceed all applicable codes, good building practices and comply with all local and federal regulations, laws, etc. Each builder is ultimately responsible to make sure every home is built to be in full compliance with these Guidelines.

1.3 Definitions

The following definitions are provided to ensure a mutual understanding of significant terms used in this document.

Amenity
A desirable feature, facility or location in the community, such as a: lake, reserve, preserve, public venue, park, side street (Corner Lots), etc.

Applicant
Any Builder or other entity who or which has made or intends to make a submittal to the ARC.

Architectural Review Committee (ARC)
Referred to in the Master Covenants as the "Easton Park Reviewer", the ARC is a special committee appointed by the Developer to review and approve all proposals made for improvements within Easton Park. The Architectural Review Committee (ARC) will administer these Guidelines.

Corner Unit
A Unit bounded by street right of way or landscape reserve on at least two (2) sides.

Developer
Brookfield Residential / Carma Easton LLC, and its successor or assigns.

Easement
The right of another party (e.g., a utility company, governmental authority, etc.) to use a portion of an individual property for a limited purpose, as set out in a Plat, the Covenants, or an Easement agreement recorded in the Travis County Real Property Records. The Easements established by the Covenants (the "Covenant Easements") affect all Lots and provide a buffer zone between properties to minimize the impact of one Lot upon the other. They are set aside to provide utility service and drainage to the surrounding area, and natural vegetative screening and privacy separations between Lots. Many Lots in BB Living are also affected by Drainage Easements (D.E.), Storm Sewer Easements (S.S.E.), Sanitary Sewer Easements (S.E.), Public Utility Easements (P.U.E.), Joint Use Access Easement (J.U.A.E.), and Pathway Easement (P.E.).

Front Yard
(Reference Included "Construction Documents")

Interior Unit
A Unit which faces a public right of way only on the front and which has other residential Units adjacent on both sides.

BB Living Residential Development Guidelines (the "Guidelines")
A document containing basic planning principals, general development program, the development review process and standards required for development within BB Living.

Landscaping
The combination of natural elements such as trees, shrubs, ground covers, vines, and other living organic and inorganic material.

Lot
A parcel of land intended for residential use.
(Also, see the definition for "Unit".)

Owner
The Owner of record title to the fee interest in any tract of land, whether or not they reside on the tract.

Plat
A map of land divisions within BB Living that shows individual Lots, property lines, streets, certain Easements and other matters. Plats are legal documents recorded in the Real Property Records in the Travis County Clerk's Office.

Property Survey
A scale drawing of an individual Lot showing all Easements, platted building lines, and the exact location of all structures and improvements within the Lot, prepared and certified by a surveyor or engineer.

Rear Yard
(Reference Included "Construction Documents")

Right-of-Way (R.O.W.)
The Right-of-Way are the areas between platted Lot lines on one side of the street and platted Lot lines on the opposite side of the street, including the paved roadway, and median or cul-de-sac islands, the drainage ditch (if any) and a strip of land between the paved roadway and the platted Lot line. Right-of-Way are dedicated to the county or other public bodies for public access, drainage and utility purposes. Right-of-Way are usually shown on the Plat of a subdivision.

Section
A specified collection of residential streets, Lots and reserves.

Side Yard
(Reference Included "Construction Documents")

Sign
Any device, structure, fixture or placard using graphics, symbols and/or written copy of the primary purpose of identification or advertising any establishment, product, goods or services.

Single-Family Dwelling
Any building that contains one or two units.

Single-Family Lot
A Lot or tract of land upon which one or more Single-Family Dwellings has or will be built.

Village
Easton Park will be composed of multiple residential Villages. (i.e. BB Living, Discovery Park, Kieke Park, Skyline Park, Union Park, etc.) Each Village is composed of a series of Sections.

Unit
A single unit providing complete independent living facilities for an individual or household for living, sleeping, eating, cooking and sanitation that may occur within a building with multiple units.

II. DESIGN

2.1 Architectural Styles

The exterior architectural style shall be consistent with the character of the community and all elements of a home shall be architecturally compatible to a particular style as determined solely by the ARC on a case-by-case basis. The ARC retains the right to disapprove any elevation.

Styles may include, but are not limited to:

- Craftsman
- Modern Farmhouse
- Modern Prairie

An architectural character table describing the iconic features for each style along with example photos are provided in these Guidelines. This tables contains primary identifying characteristics for the specified style and recommendations on how each element can be included in the building design. The features and materials listed within these tables are not absolute. A home builder may include additional materials and elements as long as they are consistent with the desired architectural style.

(Reference Exhibits "A1" – "A3")

2.2 Plan Repetition

(Reference Exhibit "A4")

2.3 Color & Material Repetition

A. The use of diversified material pallets is strongly encouraged to avoid monotony of the street scene.

B. The dominant colors (including paint, brick, stone, stucco, etc.) should have a minimum of four (4) Buildings in between when on the same street. If the Plan is across the street, the first Lot across the street is considered the first of the required separation Lots.

C. The builder is solely responsible for complying with the Design Palette Standards. The Developer, the ARC or its designee are NOT responsible for ensuring that colors and material use does not violate repetition requirements.

D. The ARC reserves the right to deny an elevation that is primarily similar to the elevation of a nearby building.

(Reference Exhibits "A5" – "A8")

2.4 General Requirements – (All Buildings)

Below are the general requirements for ALL buildings in BB Living (4B2).

A. Wildland-Urban Interface Code (WUIC)

Builders are required to install vent screens for ember protection on applicable vents on all homes per the "Wildland-Urban Interface Code", section § 504.10, available at www.AustinTexas.gov . Please note that this section § reference may change without notice and that it is the sole responsibility of the builder to ensure that the most current version of any and all codes are followed.

B. Lot Coverage

The total of all hard surfaces created during initial construction of the residence (including: building pad, garage, Driveway, Private Walkways, porches, patios, etc.) shall not exceed:

Sixty-Five (65%) Percent Maximum

C. Setbacks

(Reference Included "Construction Documents")

D. Square Footage

ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the building square footage. Stairs and two-story spaces shall only be counted once.

The allowable square footage for all units in BB Living shall be:

UNIT WIDTH	MIN. SQFT.	MAX. SQFT.	MIN. BUILDING WIDTH	MAX. BUILDING WIDTH
21'	1,200	2,500	76'	128'
35'	1,200	2,500	76'	128'

E. Private Walkways

A minimum of one (1) walkway must extend from the primary entrance of required units to a public pedestrian sidewalk.

Private Walkways shall be a maximum width of four (4') feet.

F. Public Sidewalks

Builder is responsible for installing a four (4') foot public sidewalk which shall be constructed per the construction documents for Typical Roadway Sections, as provided by the Developer.

All public sidewalks must be doweled and properly reinforced. Public sidewalks shall have a broom finish without a troweled border.

G. Driveways

Driveway locations are predetermined and will be identified on the *"Section Fence Layouts"* available online at www.KenAnderson.com > Residential > Easton Park.

To maintain a clear path for fire access on local roads, some Lots within BB Living have been designated with specific driveway locations (either the left or right side of the Lot). These Lots are identified on the "Section Fence Layouts".

(1) Driveway Materials

All driveways shall be standard-gray reinforced concrete.

(2) Driveway Widths – (2-Car Garage)

Driveways serving two (2) car garages shall be:

(a) Location

Centered on the garage door.

(b) Minimum Width (at the Property Line)
Sixteen (16') Feet (The ARC, on a case-by-case basis, may consider approval of a driveway width lower than the stated Minimum Width, if site condition(s) prevent the driveway from meeting the minimum width requirement. No driveway width shall be lower than the stated Minimum Width without written approval from the ARC.)

H. Garages

(1) Each Unit shall have a garage capable of accommodating two (2) full-size automobiles.

(2) Garage doors shall not exceed eight (8') foot in height of typical home garages.

(3) All garage doors must be of equal height.

(4) All garage doors shall be a decorative panel metal or wood of an appropriate design for the home's architectural style. No particle board or fiberglass doors are permitted.

I. Carports
Carports are prohibited.

J. Roofs

(1) Roof Material
The roof material shall be appropriate to the home's architectural style. If composition shingles are used, they must be dimensional with a thirty (30) year warranty.

(2) Exposed Roof Penetrations
All exposed stack vents, skylight curbs, attic ventilators, and other metal roof accessories shall match or closely resemble the roofing color. Roof and valley flashing shall be of a pre-finished or painted to match the roof color. Glossy finishes are prohibited.

K. Chimneys

(1) If used, must be appropriate for the home's architectural style.

(2) Exposed metal flues are not allowed. They may be used only when faced with the brick/ masonry or Hardie siding used on the building.

(3) Heights of chimneys shall meet all fire code requirements and be proportional to the roofline of the respective home.

(4) Direct vents located on exterior walls of the home must be painted with high-temperature paint which is the same color as the surface material they project out from.

(5) Spark arrestors and caps are required on all chimneys. The spark arrestor and cap shall be unadorned and designed to match or be compatible with the color, material and architectural style of the exterior elevations of the home. Caps shall be of metal or masonry construction. Spark arrestors may not exceed the height of the chimney cap. All chimney caps must be painted with a matte finish paint to coincide with the color scheme of the home.

L. Address Plaque
All units must have an address plaque or numerals permanently affixed to the front elevation of the unit in a conspicuous location easily visible from the street. The panel shall be located on the front façade of the unit or garage facing the street for which the address of the unit is designated. Logos of any kind are

not permitted on address plaques.

M. Security Devices/Bars

(1) Security devices such as cameras, sirens and speaker boxes shall be the minimum size needed to be effective and shall be located in the least conspicuous location while allowing satisfactory performance.

(2) Security and/ or burglar bars on the exterior of homes are not permitted.

(3) If security devices are being considered for a home, the builder shall utilize a device which is minimally visible to public view and preferably mostly contained within the home.

(4) Cameras are to be located under the eaves of the home and the camera(s) or their field(s) of vision shall not be placed to be focused on any neighboring property.

(5) All cabling must be concealed.

N. Exterior Materials/Colors ("Design Palette Standards")

The design palette of a residence directly impacts the street scene on which it is located. By having multiple palettes, it increases the visual diversity of the neighborhood while still providing harmony within the community and natural environment. The materials and colors of each design palette must complement the architectural style of the building.

The builder is solely responsible for complying with the Design Palette Standards. The Developer, the ARC or its designee are NOT responsible for ensuring that colors and material use does not violate repetition requirements.

The ARC reserves the right to reject any design palette that does not reinforce the architectural character or precedence of an architectural style.

The following standards shall apply to the design palettes utilized in BB Living:

(1) Design Palettes

(a) Color & Materials Repetition
(Reference Section 2.3)

(b) Materials
All major proposed (primary and accent) cladding materials to be used on a single building.

(c) Color Schemes
The specific colors chosen to be grouped together on a single elevation.

(i) Any building offered on a repeating basis will be required to have minimum of three (3) exterior color schemes (building material may stay the same) for each architectural style.

(Reference Exhibits "A5" – "A8")

(ii) A minimum of three (3) distinct building colors (one (1) primary and two (2) accent) are required in each color scheme.

(iii) The primary color of a structure should be non-obtrusive.

(iv) Additional accent colors may be utilized depending on the detail and character of the home.

(v) All paint, stain, tile, and/or other colored materials must match or complement the color scheme and architectural style of the intended dwelling.

(vi) A variety of color schemes should be implemented to achieve a varied look in character to avoid a monochromatic appearance.

(d) Color Scheme Examples (by Architectural Style)

Complementary color schemes have been developed for each of the recommended architectural styles. These themes are suggestions based off of typical design elements and colors utilized within each style. They are not required to be used with the associated architectural style and can be applied to other architectural styles as appropriate.

(Reference Exhibits "A5" – "A8")

If a home builder desires to create their own color scheme, they may generate an "Alternate Color Scheme" with the following features:

FEATURE COLOR	COLOR LOCATION
Body Color	The primary color for the overall exterior building material.
Trim Color	The color of trims at doors, windows, openings, eaves and any body accents.
Accent Color	Features such as doors, shutters, garage doors, etc.
Fascia Color*	The color of eaves, overhangs, and possibly wood stain.
Veneer Color*	The selection of stone or brick veneer.
Metal Color*	Features like iron work details, railings, gates, grilles, etc.
Precast Color*	Trims, surrounds or caps accents

*As needed for specific architectural styles utilizing these materials/details.

(e) Material Cladding of Foundation

No more than eighteen (18") inches (vertical dimension) of concrete foundation may be exposed to public view. If more than eighteen (18") inches of foundation is exposed, the exterior materials must be brought down over the face of the foundation or screened and maintained with evergreen shrubs to minimize the amount of exposed slab.

(2) Painting / Colors of Pipes, Vents & Functional Louvered Vents

All wall extrusions / penetrations, equipment attached to exterior walls or similar, including, but not limited to pipes (PVC, metal, etc.), wall vents, utility meters, exposed flashing, etc. must be the same color as the surface material they project out from or to which they are directly attached.

(3) Enhanced Cladding Materials

At a minimum, enhanced cladding materials shall be used on the front elevation and material returns on side elevations and may include masonry, stucco, wood shingles and metal, wood, vinyl

or fiber cement siding applied authentic to the home's particular style of architecture.

(4) Wall Material Transitions
All transitions between materials shall occur at logical points in the elevation. Where there is a material transition from front elevation's primary material to another approved material on a side elevation, the front elevation's primary material is encouraged, but not required, to extend back at least four (4') feet or to a logical transition point, whichever is greater. The side-facing, first-floor elevation, that is facing a street, shall have at a minimum, a continuous wainscot that runs the entire length of the street-facing side elevation and terminate at the front fence. Note that wainscot may continue past the front fence and around the entire home.

(5) Stone
Any and all stone utilized on the exterior of a home shall be earth tones.

(6) Masonry Mortar Joints
All mortar joints shall be tooled. Mortar colors if used, shall be selected to complement the brick or stone color. Caulking of vertical expansion joints and border joints must match mortar color.

(7) Siding
Traditional applications of siding are typically installed horizontally and include panels, traditional lap or Dutch lap with an exposed panel greater than four (4") inches. The use of particle board, or any sheet siding is prohibited.

(8) Trim
All trim shall be smooth/ semi-smooth, high-quality finish grade stock wood or fiber cement board.

(9) Windows
Window type/color/finish shall be complementary to the overall character of the home's design. Reflective, "mirrored" or tinted glass other than bronze or gray is not permitted. Materials in windows such as newspaper, aluminum foil, etc. are strictly prohibited.

(10) Awnings
Canvas awnings are prohibited.

O. Exterior Building Lighting

(1) Lights may not be mounted in a way or installed in locations which will allow them to shine onto or be a nuisance to neighboring properties. Any lighting on individual Lots shall be directed away from adjoining property. Light sources shall not conflict with the sight lines of pedestrians or motorists in a manner which endangers their safety and welfare.

(2) The ARC and/or HOA retain the right to require additional shielding, screening and or removal of lights and fixtures (at the current Owner's sole expense) which are deemed a nuisance at the sole discretion of the ARC and/or HOA.

(3) All light fixtures and their locations shall be submitted (clearly noted on the plans) to the ARC and Applicant must receive written approval from the ARC prior to installation.

(4) All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste.

(5) Exterior mounted lamp housings must shield lamp from view and the direct light.

(6) All exterior lighting, including LED lights must be of soft, warm white lighting and shall not exceed a light output of seventy-five (75) watts or equivalent. Decorative or lantern fixtures shall not exceed a light output of forty-five (45) watts or equivalent per fixture.

(7) Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights are acceptable. Sodium, mercury vapor, or bare HID yard lights are prohibited.

(8) Conduits and wiring shall remain concealed from view of the neighboring Lots and all public views.

(9) Each Unit will be required to have a minimum of one (1) front porch light fixture, either wall-mounted or recessed soffit lighting.

(10) Each Unit will be required to have the following minimum number of light fixtures on the front garage elevation.

BUILDING UNITS	MIN. # OF LIGHTS ON FRONT ELEVATION
3	4
4	5
5	6

(11) Flood lights may not be mounted higher than the first-floor plate height and may not be located on the front elevation.

(12) Soffit/Eve-Mounted Accent Lights

(a) General
Lights may not be mounted in a way or installed in locations which will allow them to shine onto or be a nuisance to neighboring properties.

(b) Front Elevation
Recessed soffit/eve-mounted accent lights may be used on the first (1st) story and second (2nd) story of the front elevation.

(c) Side & Rear Elevation
Recessed soffit/eve-mounted accent lights may only be used on the first (1st) story of side or rear elevations which do not face an adjacent residential Lot.

(d) If used, soffit/eve-mounted accent lights:

(i) Must be fully recessed (the bulb and/or lens may not extend out of the can).

(ii) Lights must be angled straight down.

(iii) Lights may not exceed forty (40) watts or equivalent output.

(iv) One (1) light temperature must be used for all lights, which must be between 2700K and 3000K to produce soft warm white illumination.

(v) Lights must be static. Lights which flash or pulse are strictly prohibited.

(vi) Light cans and trim must match the color of the soffit/eve to which it is installed.

(vii) Lights may not be mounted in a way or installed in locations which will allow them to shine onto and/or be a nuisance to neighboring properties.

P. Antennas

(1) Television antennas on roofs shall be avoided.

(2) If placed outside, the antenna shall not encroach on neighboring private or public property.

(3) Antennas, satellite dishes, and radio towers shall be located in the least conspicuous location while still allowing for satisfactory reception.

(4) If multiple locations will provide satisfactory reception, the least conspicuous location must be used.

(5) If the antenna is placed on the site, it is suggested that the smallest antenna possible be used to avoid attention.

(6) The ARC reserves the right to require additional vegetation and/or fence screening, as determined on a case-by-case basis to minimize visibility to the public and/or neighboring properties.

(7) Radio towers are prohibited.

(8) All cabling shall be concealed.

III. FENCING

3.1 General

This section outlines required fencing locations and types.

3.2 Fence Responsibility

Fencing as referred to in these Guidelines will be the responsibility of each builder as they develop Lots / Units, unless otherwise designated as a Developer installed fence on the Section Fence Layouts.

(Reference Exhibit: "B1" Section Fence Layout.)

3.3 Fence Types & Requirements

A. General

It is the current property Owner's sole responsibility to ensure that any fence and/or gate be pool barrier compliant and be inspected and approved by an actively certified third-party inspector.

(1) Locations of each fence type will be marked on the "Section Fence Layout".

(Reference Exhibit: "B1" Section Fence Layout.)

(2) No exposed ends will be permitted and the fence end must match the profile of the fence.

(3) All fence hardware connections are to be screw or ring shank nails, on a straight-line guide.

(4) No used or reclaimed material is allowed.

(5) Fences are to be kept in good repair.

(6) All fencing must comply with the WUI code and must be approved in writing, prior to installation, by the ARC.

B. Wood Fence – Good Neighbor

All fences indicated to be *"6' Good Neighbor Wood Fence"* on the *"Section Fence Layouts"* which do not face a public view shall be six (6') foot solid picket (alternating panels).

(Reference Exhibit: "TBD"; Developer to supply detail on requirement.)

All wood fence elements, within BB Living, shall be stained one (1) consistent color throughout the neighborhood, utilizing two (2) coats of stain (BEHR Semi-Transparent Cedar Chatham Fog #ST-154) or Developer approved equal.

C. Wood Fence – Upgraded

All fences indicated to be *"Upgraded 6' Wood Fence"* on the *"Section Fence Layouts"* shall be six (6') foot solid picket, double-sided with a two (2") inch cap.

(Reference Included "Construction Documents", Sheet: "L2.01")

All wood fence elements, within BB Living, shall be stained one (1) consistent color throughout the neighborhood, utilizing two (2) coats of stain (BEHR Semi-Transparent Cedar Chatham Fog #ST-154) or Developer approved equal.

D. Stone Veneer Column
(Reference Included "Construction Documents", Sheet: "L2.01")

3.4 Fence Locations
(Reference Exhibit: "B1" Section Fence Layout.)

3.5 Equipment Screening

1. Community Trash Dumpster
TBD (Developer to supply detail on requirement.)

2. Building Units
A/C units or other equipment shall be fully screened from public view with landscape and/or solid fencing as required. Landscape screening shall create a solid screen immediately when planted per the requirements below.

3.6 Gates

A. Side Fence Gates
Gates will be allowed on side fences.

B. Rear Fence Gates
Gates on rear fences are prohibited.

IV. LANDSCAPE

4.1 Landscape Approach

All Landscaping on a residential Lot must be installed, in compliance with these Guidelines, by the builder prior to the Final Compliance Inspection and closing on the home.

4.2 Drainage

Drainage Texas law in conjunction with the Texas Water Code requires that the Owner ensure that the placement of any improvement or Landscaping does not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property Owner(s). The drainage from each Lot should be directed to the street where possible. In instances where the rear area of a Lot is lower than the elevation of the street, a Lot-to-Lot drainage solution may be needed. In these situations, a Lot cannot block drainage from an adjacent Lot that naturally flows across that Lot on a path to a drainage swale, stream or outlet. Enforcement of this requirement is by the affected property Owner(s).

4.3 Irrigation

All areas/yards on a Lot which are landscaped with sod, planter beds, vegetation and/or trees shall be fully irrigated.

Care shall be taken to avoid irrigation spray and runoff on adjacent property and public sidewalks.

A. All irrigation systems shall be:

(1) Designed and installed by a licensed irrigator or a registered Landscape Architect in the state of Texas.

(2) Be equipped with a backflow prevention device as mandated by appropriate local code.

B. Builders shall instruct the homeowners in the operation of the irrigation system.

4.4 Sod

A. Bermuda is required on all portions of the Lot and within the Right-of-Way, including the front yard, side yard, and areas extending the curb except where planter beds are installed.

B. Sodding and Landscaping of areas not on a residential Lot will be installed by the Developer and mowed/maintained by the HOA.

4.5 Landscape Beds

A. Landscape beds along the public sidewalks shall be installed by the builder per the approved overall Landscape Plans.

B. All planting beds shall be mulched with black or dark brown hardwood mulch or aggregate mulch. Other materials to be used in place of mulch will be submitted to the ARC for written approval prior to installation.

C. Aggregate mulch is allowed in bed areas and as a replacement for turf areas. If used, aggregate mulch beds must be installed with a weed barrier fabric and an approved edging border.

D. Aggregate mulch must have a minimum diameter of three-eighths (3/8") inch.

E. Minimum diameter for aggregate is increased to three-quarters (3/4") inch in areas where slopes exceed five (5%) percent.

4.6 Plant Bed Edging

A. Planter bed edging is not required. If edging is installed, it must be complementary with the materials of the residence, such as stone.

B. Steel, aluminum, concrete, or masonry edging is preferred.

C. Brick borders, timbers, rubber and plastic bed edges are not permitted.

D. Plant bed edging requirements are not limited to those listed in these Guidelines. Plant bed edging materials and construction design must be approved in writing by the ARC prior to installation.

E. Bed edges at a minimum must be "V-Cut".

4.7 Plant Material

A list of appropriate planting material is available in the *"Approved Plant List"*. Other plant material may be utilized if approved in writing by the ARC. However, plants provided in the "Approved Plant List" are preferred and shall be the predominate plant material. Builders are encouraged to use a blend of plant materials and layouts to avoid monotony of the streetscape.

(Reference Exhibit: "C1")

4.8 Installation

Careful consideration shall be taken when planting large trees and shrubs near the foundation and hard surface areas to avoid damage by the plant's root system. Trees, shrubs and planter beds placement shall not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract.

Avoid planting trees and/or large shrubs in close proximity to the address plaque to maintain a clear view corridor from a majority of the street.

4.9 Gravel & Rock

Gravel and rock may be used, but is not permitted for use or substitution for shrubs, ground cover, and may not extend to within twenty-four (24") inches of the interior side of the public sidewalk.

4.10 Maintenance

BB Living shall maintain all landscaped areas outside of Lot / Unit fences. The rear yards shall be maintained by the management group.

4.11 Front Yard Landscape

Shall be installed and fully irrigated by the builder per the approved overall Landscape Plans.

(Reference Included "Construction Documents"*)*

4.12 Side Yard Landscape

Shall be installed and fully irrigated by the builder per the approved overall Landscape Plans.

(1) Side Yard must be irrigated and must be mulched with either hardwood or aggregate mulch.

4.13 Rear Yard Landscape

Rear yards shall consist of artificial turf, pavers, concrete and/or rock.

4.14 HOA Landscape Maintained Areas

Permanent structures and/or elements placed within this easement, except for a private walkway connecting the public sidewalk to the primary entry of the dwelling, are strictly prohibited. Structures or elements, of any kind, placed in this area by the Builder or Owner shall be removed at the Owner's sole expense.

V. PROCEDURES & SUBMISSIONS (For builders during initial home construction.)

5.1 General

The builder is solely responsible and liable for following the requirements of these Guidelines regardless of whether detail(s) of items are noted/called out on reviews/documentation including, but not limited to plans, permits, applications and inspections.

5.2 Procedure

The review process begins when a Builder submits an online application including a set of plans, drawings, specifications and other required information to the ARC for processing. Submissions shall be made online at www.KenAnderson.com > Residential > Easton Park.

5.3 Required Submission Information

The builder is required to submit the following information to be reviewed by the ARC.

A. Master Plans

In order to provide the shortest turnaround time for reviews the following shall be required. When submitting a Master Plan Application for review, builders shall submit:

(1) Each elevation as a separate submission. (i.e. Elevation "A" should be a separate application/ submission from Elevation "B".)

(2) Each Master Plan (elevation) must be submitted separately for each Section of BB Living that the builder intends to build that plan elevation.

(3) Each Master Plan (elevation, such as elevation "A") submission shall only include the plans, elevation, option(s), etc. sheets that pertain to that particular Master Plan (elevation).

(4) Floor Plans

(5) Electrical Plans (showing all exterior lighting)

(6) Roof Plan

(7) Material(s) location(s) clearly called out on plans.

(8) Statement of Unit Square Footage

(a) Base square footage of the plan.

(b) Square footage of each option (if any) which adds livable square footage.

Square footage will be measured as follows:

(i) To the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco).

(ii) Stairs and two-story spaces shall be counted only once.

(iii) Unfinished area, that can be easily converted for future use, will be included.

(iv) Exclude the following from square footage:

- Garages, porches or other appendages.
- A/C returns, pipe chases, fireplaces and non-structural voids.
- Spaces with ceiling height of less than six (6') feet.

Written approval from the ARC must be received before submitting for a Building Permit.

B. Building Permit

In order to provide the shortest turnaround time for reviews the following shall be required. When submitting a Building Permit Application for review, builders shall submit:

(1) Architectural Plans

Architectural Plans shall include the following:

(a) Floor plans and (all applicable) exterior elevations for the elevation being submitted.

(b) Electrical Plans (showing all exterior lighting)

(c) Roof Plan

(d) Material(s) location(s) clearly called out on plans.

(e) Statement of Unit Square Footage. (Note that ALL air-conditioned interior space shall be measured to the outside of exterior walls (i.e., outside of brick, siding, stone, or stucco) and be included in the house square footage.)

(2) Site Plan

Site Plan drawing including the following information:

(a) Section Number, Block Number (if applicable), Lot Number

(b) Property Lines, Right-of-Way, minimum setbacks & Easements

(c) Actual footprint of house and garage, with dimensions of main elements from property lines.

(d) Driveway, patios, walls and any other flatwork, fully dimensioned

(e) Locations of inlet(s)

(f) Total percentage of coverage of all impervious cover including house, garage, walkways, driveway, patios, porches, etc.

(g) Location, height, type and material of each exterior fence or wall.

(h) If applicable, any temporary construction facilities such as trailers, storage locations, fences, temporary Signs, lights, model home parking lots, etc.

5.4 Quality of Submission Content

It is in the interest of both the Builders and the Developer that this process be a smooth and timely one. For that purpose, the approvals can be facilitated if complete and high-quality documentation is provided to the ARC. When an Application is received, it is reviewed for completeness. An Application that is not complete and/or not clearly readable will be returned (without review) with an explanation of the reasons for this action. A complete Application will be processed and reviewed by the ARC.

5.5 Submission Timing

Submissions to the ARC for approval may be made at any time. Responses will generally be made within seven (7) business days from receipt of a completed online application (including all correct information, applicable supporting and required documents in electronic format), however a lack of response after ten (10) business days shall be deemed a rejection.

5.6 Submission Fees

A. Nominal fees have been established by the Developer to help defray the expenses associated with the community-based review of improvements and inspections. These fees are adjusted from time to time and are based on the complexity of the project proposed as well as other factors. Payment for all submission review and inspection fees shall be made payable to the address listed below and list of current fees can be obtained from:

Carma Easton, LLC
11501 Alterra Parkway, Suite 100
Austin, Texas 78758

B. Builders shall make a single payment for all initial ARC reviews and inspections for each Lot at the time the builder closes on the Lot, which shall include:

- Builder Permit Review
- Lot Ribbon Inspection
- Final Compliance Inspection

C. Builders shall make payment for Master Plan reviews at the time of submission.

D. Builder shall make payment for any resubmission(s) and/or re-inspection(s) at the time of permit resubmission and/or re-inspection request.

5.7 ARC Action on Submittals

Notice of Approval, Conditional Approval or Disapproval of each submission will be returned to the Applicant via email or other electronic means which the ARC deems appropriate. Builder may request a Lot Ribbon Inspection immediately following receipt of written Final Building Permit Approval from the ARC. Approval by the ARC does not constitute an approval by any other entities.

5.8 Approval from Additional Entities

Applicant/Builder is solely responsible for obtaining all applicable written approvals from all applicable governing bodies, agencies, offices and/or entities. Approval by the ARC does not constitute an approval by any other entities.

5.9 Expiration of Permits

All approved or conditionally approved permits shall be exercised within one (1) year from the date of approval, or the permit shall be null and void.

5.10 Variances

Variances to these Guidelines may be granted by the ARC. Any variance granted will only be applicable to the specified site and conditions for which the variance was granted, only if it has been identified in writing on the submitted plan and specifically approved in writing by the ARC. Granting of such a variance will not modify or change any Guidelines as they apply to other Lots or conditions.

All variances shall be exercised within one (1) year from the date of approval or the variance shall be null and void. If an extension is needed, the Applicant/Builder must submit an application in writing, thirty (30) days prior to the expiration and for good cause, the ARC may grant an extension of time not to exceed one (1) year.

5.11 Construction Timeline

Construction of dwellings, which have received prior written approval or conditional approval by the ARC, shall commence within one (1) year of the permit date and shall be completed within one (1) year.

The ARC may grant an extension for construction on a case-by-case basis, but the request for an extension must be made at least thirty (30) business days prior to the conclusion of the completion deadlines noted above.

5.12 Inspection Procedures and Penalties

A. Lot Ribbon Inspection Procedures and Penalties (Including Builder Notice Signs)

A representative of the ARC must inspect the unimproved Lot, prior to any construction, to assess that the unit and driveway layout and orientation have been properly ribboned (by the Builder's survey company) in conformance with the approved plans, permits and these Guidelines. The Builder is ultimately, solely responsible and solely liable for improvement of the Lot in conformance with the approved plans, permits and these Guidelines. No construction of any kind may be conducted without prior written approval from the ARC. Any improper and/or unauthorized construction on a Lot, at the Developer's sole discretion, may levy a two-hundred and fifty dollar ($250) fine and twenty-five dollars ($25) a day until construction ceases.

All Lots must have a Builder Notice Sign correctly displayed on the Lot from the time of the Lot Ribbon Inspection until final grading for Landscaping has started. At which time a permanent address plaque or numerals must be installed on the front elevation of the home.

Notice Signs are available, free of charge, at the Builder's Compound. For details please contact:

Brookfield Properties
On-Site Construction Manager

Information about the Notice Sign and how to correctly fill it out is available on the *"Survey Ribboning & Builder Notice Sign before a Lot Ribbon Inspection"* guide referenced below.

(Reference the online guide: "Survey Ribboning & Builder Notice Sign before a Lot Ribbon Inspection" available at www.KenAnderson.com > Residential > Easton Park.)

B. Final Compliance Inspection Procedures, Penalties, and Variances

A representative of the ARC must inspect the improvements to verify that they have been constructed in conformance with the ARC approved plans and these Guidelines. The Final Compliance Inspection represents a selected portion of these Guidelines; it should not be considered as a total approval of these Guidelines. Inspections conducted by the ARC's assigned representative are aesthetically based only and in no way, include inspections pertaining to code compliance or to the integrity of the home and/or improvements. Builders are solely responsible and solely liable for ensuring that all construction and/or improvements meet or exceed all applicable codes, good building practices and comply with all local and federal regulations, laws, etc. Each builder is ultimately responsible to make sure every home is built to be in full compliance with these Guidelines.

This Final Compliance Inspection does not constitute review, inspection or approval by any other applicable governing bodies, agencies, offices and/or entities, which Applicant/Builder is solely responsible for obtaining.

(1) Request for Initial Final Compliance Inspection

Once a home is completed, each Builder is solely responsible for making a request to the ARC for a Final Compliance Inspection, using the online request services at www.KenAnderson.com > Residential > Easton Park. Request for a Final Compliance Inspection must be made at least seven (7) days before the home closes.

A final survey (including all fences, pools and other installed improvements) must be submitted to the ARC at the time the Final Compliance Inspection request is made. Anyone who fails to meet the requirements will be subject to a two-hundred and fifty ($250.00) dollar fine, which may be deducted from the Builder's construction deposit and/or damage deposit.

If the property does not pass its initial Final Compliance Inspection, the builder will have fourteen (14) days to correct all items listed on the Final Compliance Inspection report. It is the builder's sole responsibility to request a re-inspection once the necessary corrections have been completed otherwise a re-inspection will be conducted automatically after the fourteen (14) days have expired.

(2) 2nd Final Compliance Inspection *(Re-Inspection)*

If the property does not pass its 2nd Final Compliance Inspection, the builder will have fourteen (14) days to correct all items listed on the Final Compliance Inspection report. It is the builder's responsibility to request a re-inspection once the necessary corrections have been completed otherwise a re-inspection will be conducted automatically after the fourteen (14) days have expired.

If home is closed prior to re-inspection and the inspector needs access to areas of the property behind the front fence, the builder must acquire written approval from homeowner to allow ARC representative to access the exterior property to conduct inspection.

(3) 3rd Final Compliance Inspection *(Re-*Inspection)

The property will be inspected one (1) final time. If all outstanding items have not been corrected, the following may occur:

(a) The builder will be issued a Final Compliance Inspection verdict of "Closed Non-Compliant" and a copy will be sent to the HOA.

(b) All New Construction Submittals/Building Permits (starts) may be put on hold company-wide until all outstanding inspection items are brought into compliance.

(c) Responsibility for bringing all outstanding items into compliance will transferred from the builder to the Homeowner and resolution may be enforced through the HOA as a request to comply with these Guidelines.

(d) When necessary, the HOA will inform the Homeowners that the home was inspected multiple times to allow the builder to bring the outstanding items into compliance, and that it was the Builders sole responsibility to make sure that all construction requirements were met before the home closed.

5.13 Remedies

Additional remedies and enforcement rights may exist under the Covenants. The ARC and/or HOA may file suit to obtain an injunction mandating compliance with the Covenants and the Guidelines. The ARC and/or HOA has the further right, after proper notice to the Owner, to go onto the property where a violation exists, fix or remove the violation, and collect any costs incurred from the Owner.

5.14 Changes in Review Process

The ARC reserves the right to alter the review process in order to ensure an adequate review of all submissions while reasonably accommodating the needs of Applicants/Builders.

5.15 Governmental Regulations

The Covenants and these Guidelines are not intended to permit any action prohibited by applicable laws, rules, or regulations of any governmental authority. Where these Guidelines contain requirements in addition to or more restrictive than applicable governmental laws or regulations, the provisions of these Guidelines are binding and enforceable, and prevail over the requirements of such laws or regulations unless these Guidelines are expressly made unenforceable by law or judicial decisions.

5.16 Job Site Procedures

A. Trash Containment

All Lots under construction are required to have two (2) forms of trash receptacles on each lot ("Type A" & "Type B"). They must be kept on site and maintained during the construction process.

(1) Type A

Refers to a standard sized trash dumpster of neutral color.

Heavy material such as lumber and brick should be placed in a single pile on the Lot under construction. Any additional small debris left over after trash pick-up should be placed in a trash bin. No random material should be left out around the building.

(2) Type B

Refers to a trash bin that will be used to contain trash from labor and trade personnel working on the job site (plates, cans, food trash, etc.). This trash bin will be a fifty-gallon (50) plastic drum or similar product that functions in the same capacity. Daily clean up food trash is required in order to reduce the amount of trash that is blown into the streets and neighborhood.

Each builder is solely responsible for enforcing the daily clean-up of food trash and making sure that all construction trash around the building is contained.

B. Concrete Washout

All concrete washouts shall be either wood formed and lined with tarp or Eco Pan (or Eco Pan equivalent) on a Lot which the Builder owns. Additionally, concrete washouts should be located (whenever possible) on Lots which have low traffic and/or visibility to the general public. Concrete washouts shall not be located on Corner Lots and shall have an erosion barrier installed and maintained solely by the Builder at all times. A Builder Notice Sign is required on Lots with concrete washouts. Each builder is solely responsible to ensure that all washout construction shall comply with TCEQ and EPA requirements.

C. Silt/Mud in Street

Each builder is solely responsible for ensuring that every Lot under construction has a silt fence installed along the entire street facing portion of the Lot and have at least two (2') foot returns at termination points. One (1), sixteen (16') foot maximum width access point may be utilized (generally the future driveway location), which must employ a proper erosion barrier, such as: rip-rap, wood chips, etc.

Unacceptable erosion barriers at access points include, but are not limited to: Curlex, sod, sandbags and back-cutting the dirt directly behind the curb.

All erosion barriers must be maintained and any silt or mud that develops must be removed immediately whenever possible and no later than the end of construction hours for that day.

Each builder is also solely responsible for repairing any silt fence that is damaged on an adjacent Lot during construction. This also includes the removal of any dirt or mud that accumulates in the street from access to a home under construction via an adjacent Lot.

Erosion barriers must meet or exceed minimum requirements of all applicable governing bodies, agencies, offices and/or entities.

D. Damage to Common Areas and/or Cul-de-Sac Island(s)

The builder is solely responsible for any damages incurred on the common areas and or cul-de-sacs sustained by the builder and/or their subcontractors or delivery trucks. This includes, but is not limited to ruts, planting damage, curb damage and/or irrigation damage. The builder will either be asked to replace or repair the damaged material or be billed for any damages.

E. Lot Mowing

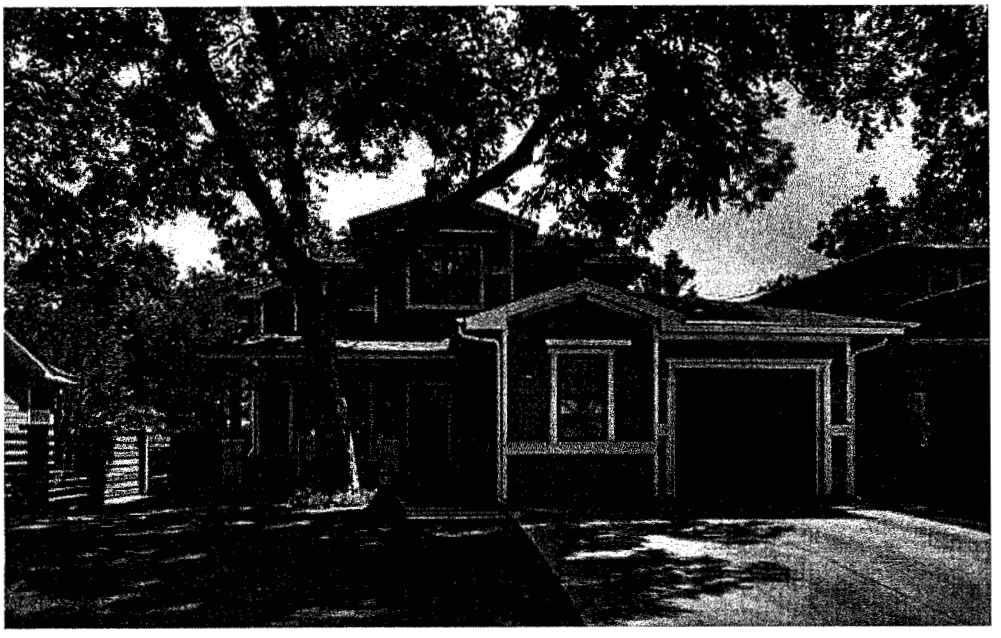
Each builder is solely responsible for ensuring that the Lots they own are maintained and mowed on at least a monthly basis or as necessary as determined by the ARC and/or the Developer.

VI. Exhibits & Diagrams

All exhibits & diagrams will be found on the pages that follow.

ARCHITECTURAL STYLE EXAMPLES
CRAFTSMAN

A1



The Craftsman style of architecture results in natural, warm, livable buildings characterized by horizontal forms and simple shapes.

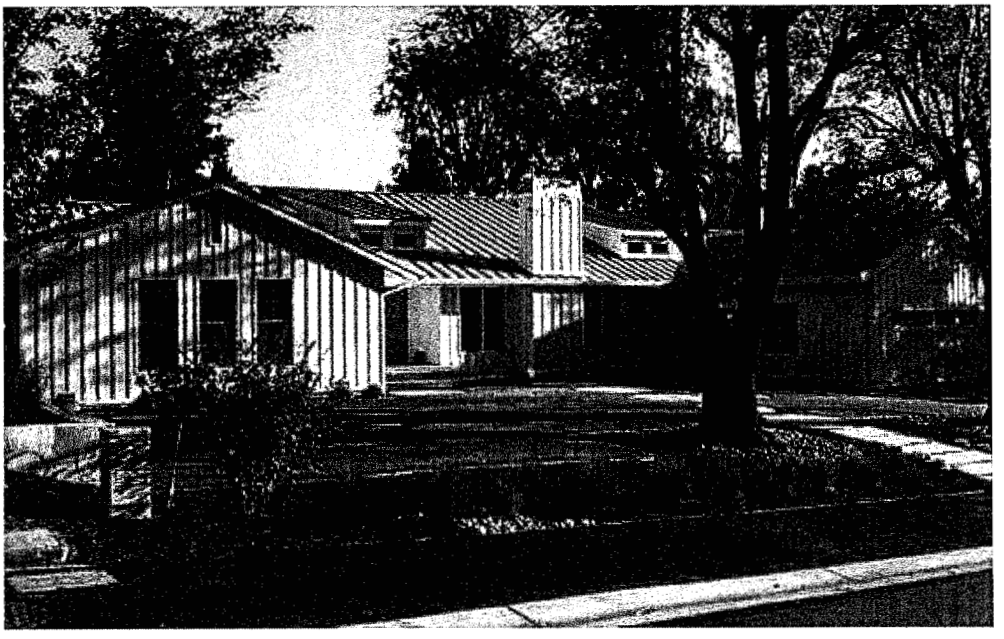
This style remains popular due to its timeless feel, but is not considered traditional. Roofs are gently pitched gables (occasionally hipped) with wide, unenclosed eve overhangs.

Exposed, extended, or elaborated roof rafters may also be used. Dormers are usually gabled or shed.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One, one and a half, and two story massing.
Roofs	Low to moderately pitched, gable or shed dormers, clipped gables with shake siding.
Porches	Integral part of house, tapered columns with brick/stone base, exposed truss at porch entry.
Chimneys	Natural or dressed stone exposed or centered within structure.
Windows	Divided grids/panes, grids in upper portion of window, vertical proportions, projecting bays (without angles) extending to foundation, boxed windows.
Entry Doors	Entry door with glazing on upper part of door.
Garage Doors	
Details	Knee bracing or other bracket detailing at top of column, exposed, extended or elaborated rafter tails, contrasting color on trim, fascia, post and exposed beams, decorative trim at windows and doors, V-groove siding as porch ceiling treatment.
Materials	Brick or stone as foundation finished material, brick or stone wainscot.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	

ARCHITECTURAL STYLE EXAMPLES
MODERN FARMHOUSE

A2



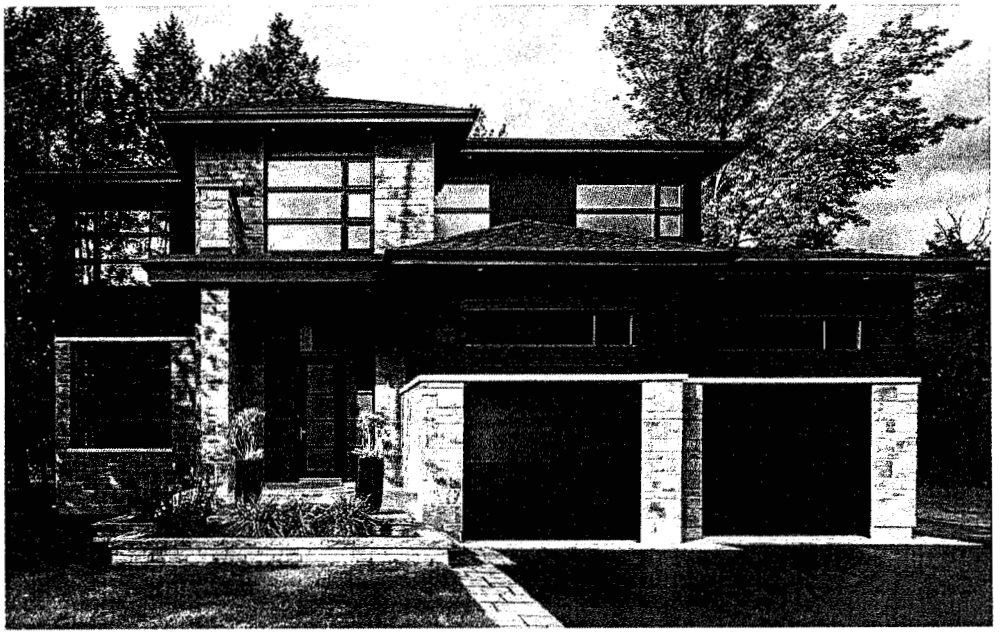
The modern farmhouse is a contemporary play on a traditional design. It evokes a nostalgic feeling of warmth and comfort of days-past by reshaping it with clean lines and simple materials for a fresh design.

Homes are typically one and two story dwellings with distinct elements such as oversized openings, light walls, gabled roofs and large porches and patios.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	One and two story massing.
Roofs	Sheet metal roof, exposed rafter tails, street/side facing gable, shed or gable dormers, gables.
Porches	Front porch wraps around to side for veranda view, designed to allow for indoor/outdoor living, V-groove siding at porch ceiling, open truss at porch entry area.
Chimneys	Design compatible with house design.
Windows	Large, minimal 1-2 panes per sash or fixed window, integrated window overhangs (complimentary to roof design), metal awnings with metal brackets.
Entry Doors	Double or wider door with multi-paned glass accents on each door.
Garage Doors	Glass panel (frosted or opaque) accents in garage door.
Details	Clean, simple lines and shapes.
Materials	Vertical siding on all sides, horizontal siding as accents to add balance, metal or stone accents.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Columns generally square, simply detailed, flat roof/arbor at covered patio at rear, raised plate heights at front elevation with single story flat porch/transoms above porch roof area.

ARCHITECTURAL STYLE EXAMPLES
MODERN PRAIRIE

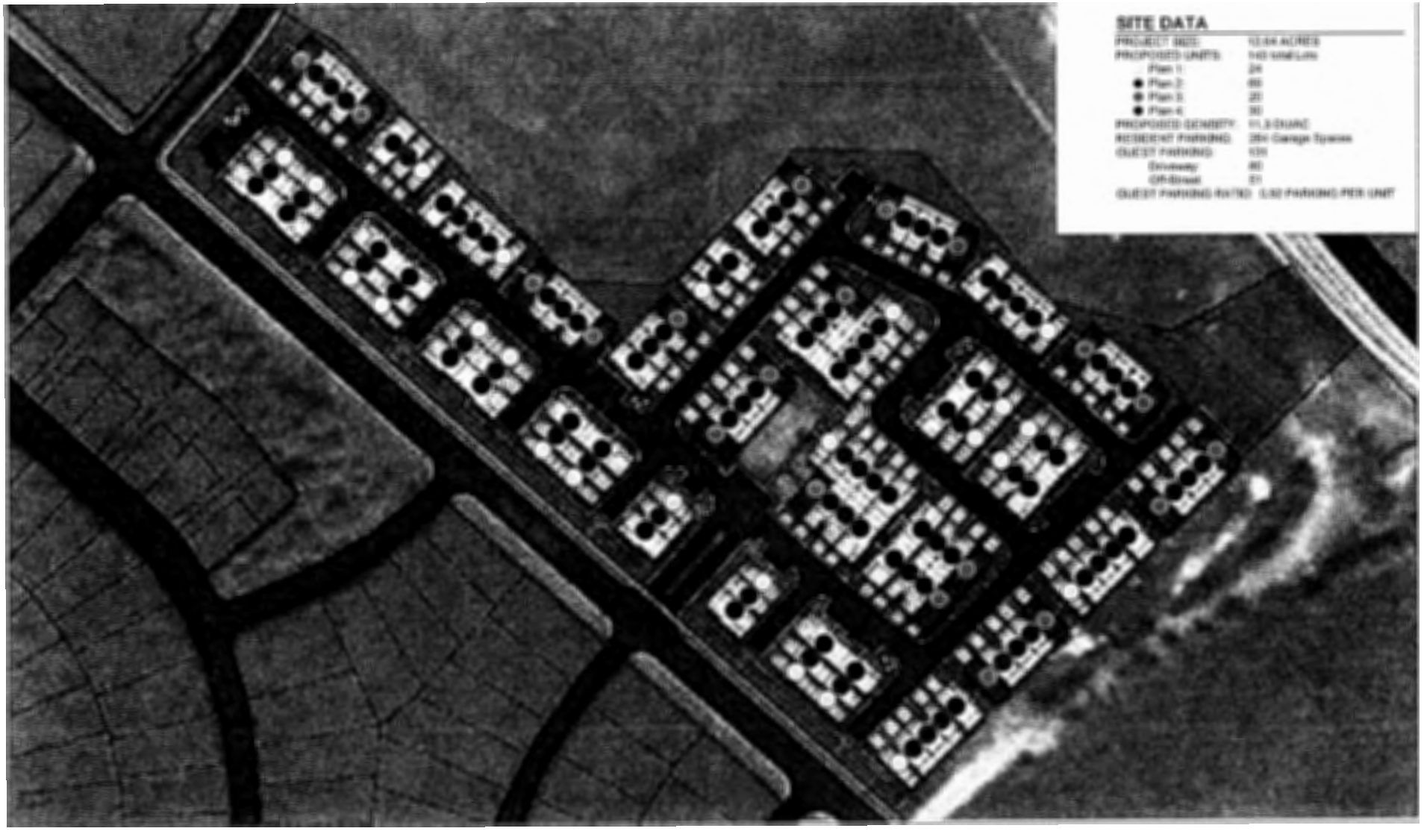
A3



The Prairie house plan is a uniquely American architectural style. Massive square or rectangular piers of masonry used to support porch roofs are an almost universal feature of high-style examples.

Other common details include window boxes or flattened pedestal urns for flowers, geometric patterns of small-pane window glazing, broad, flat chimneys, contrasting wall materials or trim emphasizing the upper part of the upper story, and decorative friezes or door surrounds consisting of bands of ornamentation.

STYLE ELEMENTS	ARCHITECTURAL FEATURES
Building Masses	Solid Construction, one- and two-story massing, one-story projections. Building form is linear and low.
Roofs	Flat or hipped roofs with broad eaves.
Porches	Broad covered porches with square columns, sometimes with brick or stone bases.
Chimneys	Natural or dressed stone exposed, central chimney.
Windows	Windows assembled in horizontal bands, often with well-defined vertical detail subtly mimicking Japanese shoji screens.
Entry Doors	Hinged double doors, solid wood as well as glass, lights on sides of doors.
Garage Doors	Natural wood. solid, contemporary horizontal windows, all glass.
Details	Restraint in the use of decoration, broad overhanging eaves, symmetrical with subordinate wings or porches, floral and circular geometric forms and angular geometric designs, exposed rafters.
Materials	Strong horizontally-oriented facades.
Colors	Reference "Color Scheme Examples" Exhibit(s).
Other	Usually marked by its integration with the surrounding landscape.



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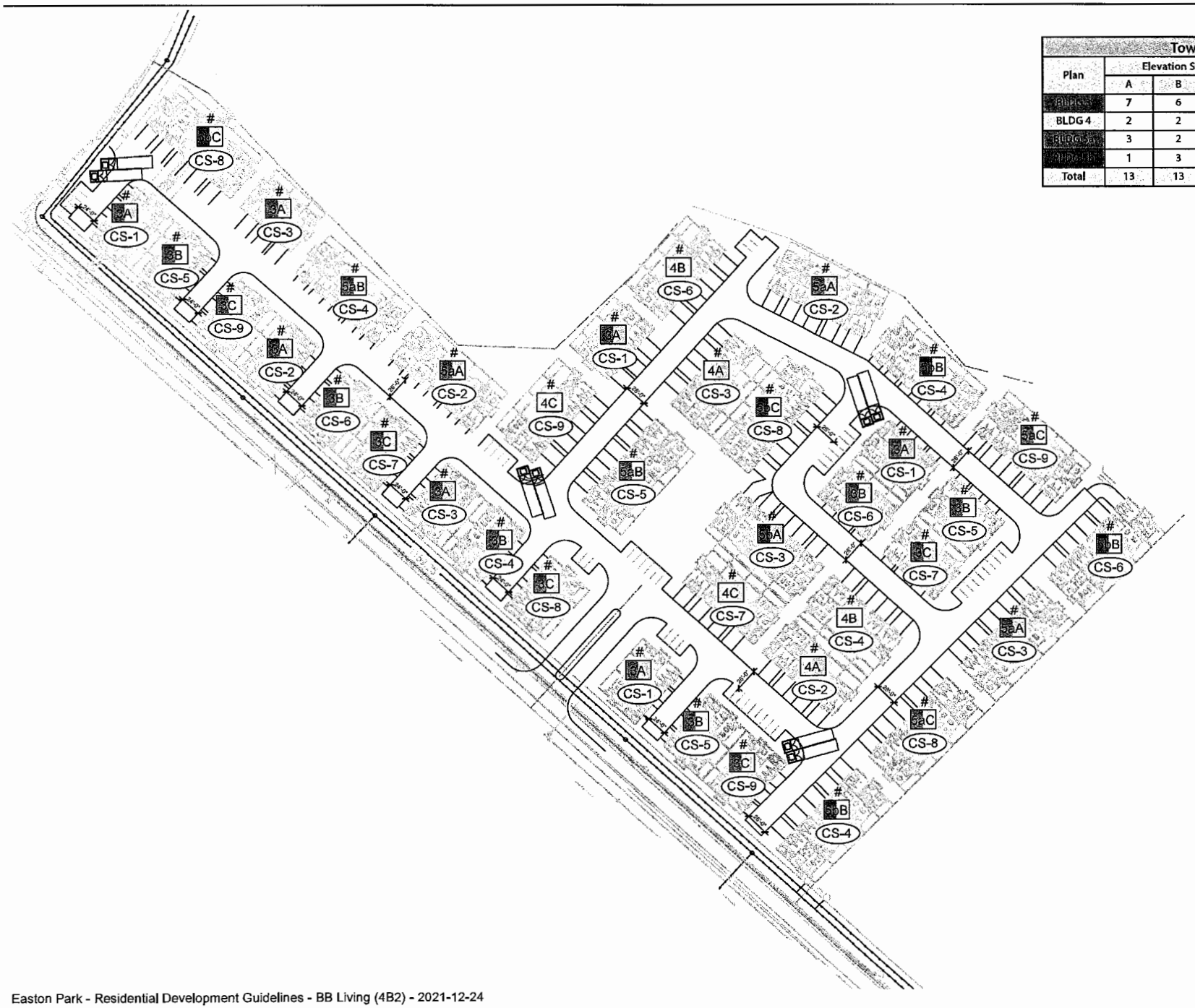
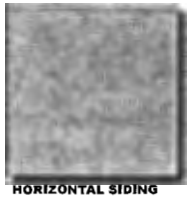
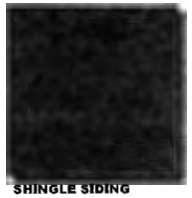
Townhomes					
Plan	Elevation Style			Total	Percentage
	A	B	C		
[redacted]	7	6	5	18	49%
BLDG 4	2	2	2	6	16%
[redacted]	3	2	2	7	19%
[redacted]	1	3	2	6	16%
Total	13	13	11	37	100%



COLOR SCHEME 1
CRAFTSMAN



HORIZONTAL SIDING
SW 7512 PAVILION BEIGE

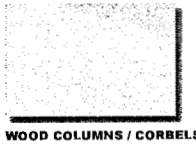


SHINGLE SIDING
SW 7508 TAVERN TAUPE

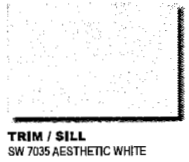
ENTRY DOOR / SHUTTERS
SW 2802 ROOKWOOD RED

GARAGE DOOR
SW 7515 HOMESTEAD BROWN

FASCIA / BARGE BOARD
SW 7035 AESTHETIC WHITE



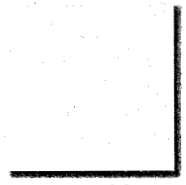
WOOD COLUMNS / CORBELS
SW 7035 AESTHETIC WHITE



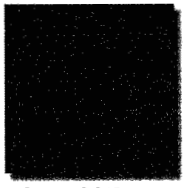
TRIM / SILL
SW 7035 AESTHETIC WHITE

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / HEATHER BLEND

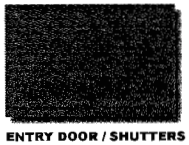
COLOR SCHEME 2
CRAFTSMAN



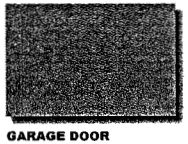
HORIZONTAL SIDING
SW 7566 WESTHIGHLAND WHITE



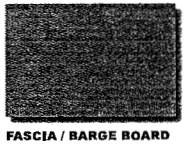
SHINGLE SIDING
SW 7040 SMOKEHOUSE



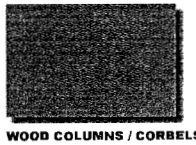
ENTRY DOOR / SHUTTERS
SW 6165 CONNECTED GRAY



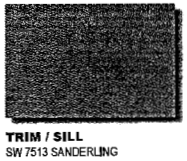
GARAGE DOOR
SW 7038 TONY TAUPE



FASCIA / BARGE BOARD
SW 7513 SANDERLING



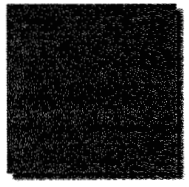
WOOD COLUMNS / CORBELS
SW 7513 SANDERLING



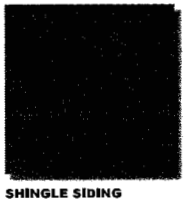
TRIM / SILL
SW 7513 SANDERLING

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / MOIRE BLACK

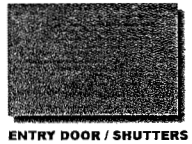
COLOR SCHEME 3
CRAFTSMAN



HORIZONTAL SIDING
SW 6186 DRIED THYME



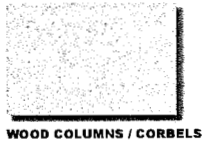
SHINGLE SIDING
SW 6187 ROSEMARY



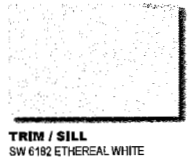
ENTRY DOOR / SHUTTERS
SW 7546 PRAIRIE GRASS

GARAGE DOOR
SW 2820 DOWNING EARTH

FASCIA / BARGE BOARD
SW 6182 ETHEREAL WHITE



WOOD COLUMNS / CORBELS
SW 6182 ETHEREAL WHITE



TRIM / SILL
SW 6182 ETHEREAL WHITE

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / GEORGETOWN GRAY

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MATERIAL BOARD

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COLOR SCHEME 7
MODERN FARMHOUSE

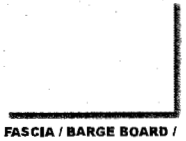
HORIZONTAL SIDING
SW 7005 PURE WHITE

BOARD & BATTEN
SW 7006 EXTRA WHITE

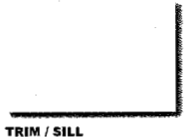
ENTRY DOOR
SW 6258 TRICORN BLACK

GARAGE DOOR
SW 6278 CLOAK GRAY

SHUTTERS
SW 6258 TRICORN BLACK



FASCIA / BARGE BOARD / POST / BEAM
SW 7006 EXTRA WHITE



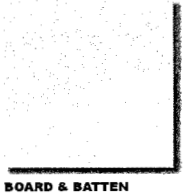
TRIM / SILL
SW 7006 EXTRA WHITE

WOOD KICKERS / BEAM AT KICKER
SW 6258 TRICORN BLACK

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / MOIRE BLACK

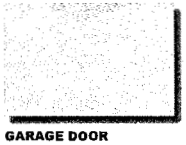
COLOR SCHEME 8
MODERN FARMHOUSE

HORIZONTAL SIDING
SW 7015 REPOSE GRAY



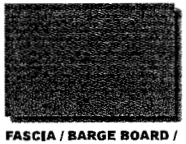
BOARD & BATTEN
SW 7000 IBIS WHITE

ENTRY DOOR
SW 6244 NAVAL

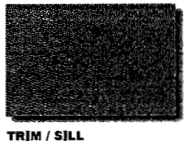


GARAGE DOOR
SW 7014 EIDER WHITE

SHUTTERS
SW 6244 NAVAL



FASCIA / BARGE BOARD / POST / BEAM
SW 7018 DOVETAIL



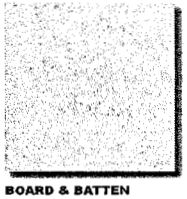
TRIM / SILL
SW 7018 DOVETAIL

WOOD KICKERS / BEAM AT KICKER
SW 7018 DOVETAIL

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / SILVER BIRCH

COLOR SCHEME 9
MODERN FARMHOUSE

HORIZONTAL SIDING
SW 2850 CHELSEA GRAY

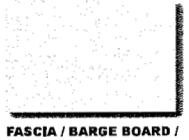


BOARD & BATTEN
SW 7666 FLEUR DE SEL

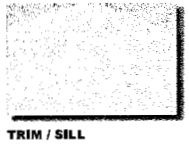
ENTRY DOOR
SW 7510 CHATEAU BROWN

GARAGE DOOR
SW 7061 NIGHT OWL

SHUTTERS
SW 7510 CHATEAU BROWN



FASCIA / BARGE BOARD / POST / BEAM
SW 7004 SNOWBOUND



TRIM / SILL
SW 7666 FLEUR DE SEL

WOOD KICKERS / BEAM AT KICKER
SW 7510 CHATEAU BROWN

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / COBBLESTONE GRAY

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SCHEMATIC DESIGN
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MATERIAL BOARD

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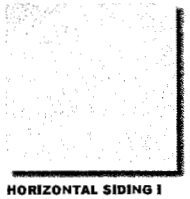
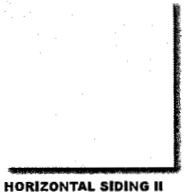
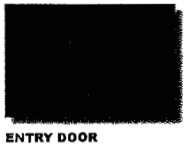
COLOR SCHEME 4
MODERN PRAIRIE



HORIZONTAL SIDING I
SW 7042 SHOJI WHITE



HORIZONTAL SIDING II
SW 7006 EXTRA WHITE

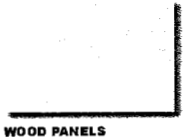


ENTRY DOOR
SW 6990 CAVIAR

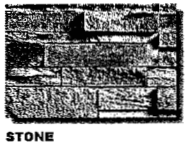
GARAGE DOOR
SW 7048 URBANE BRONZE

TRIM | SURROUND
SW 7048 URBANE BRONZE

EAVE BOARD
SW 7048 URBANE BRONZE



WOOD PANELS
SW 7006 EXTRA WHITE

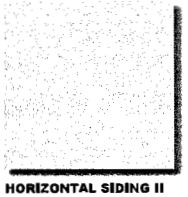


STONE
CREATIVE MINES (SIMILAR)
CRAFT CHOP LEDGE SEAPEARL

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / WEATHERED WOOD

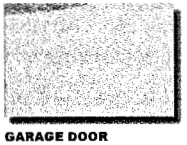
COLOR SCHEME 5
MODERN PRAIRIE

SW 7045 INTELLECTUAL GRAY

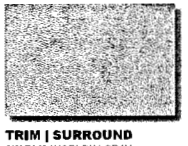


HORIZONTAL SIDING II
SW 7001 MARSHMELLOW

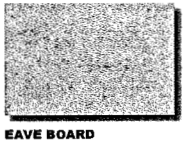
ENTRY DOOR
SW 2735 ROCKWEED



GARAGE DOOR
SW 7632 MODERN GRAY

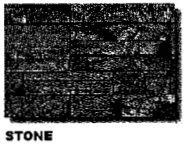


TRIM | SURROUND
SW 7043 WORLDLY GRAY



EAVE BOARD
SW 7043 WORLDLY GRAY

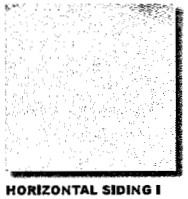
WOOD PANELS
SW 7001 MARSHMELLOW



STONE
CREATIVE MINES (SIMILAR)
CRAFT CHOP LEDGE MUDDYWATERS

ASPHALT SHINGLE ROOFING
CERTAINTEED
LANDMARK / DRIFTWOOD

COLOR SCHEME 6
MODERN PRAIRIE



HORIZONTAL SIDING I
SW 7070 SITE WHITE

HORIZONTAL SIDING II
SW 7071 GRAY SCREEN

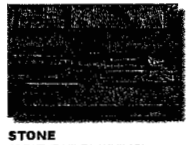
ENTRY DOOR
SW 9154 PERLE NOIR

GARAGE DOOR
SW 7005 PURE WHITE

TRIM | SURROUND
SW 7005 PURE WHITE

EAVE BOARD
SW 7075 WEB GRAY

WOOD PANELS
SW 7551 GREEK VILLA



STONE
CREATIVE MINES (SIMILAR)
CRAFT CHOP LEDGE FLINT

ASPHALT SHINGLE ROOFING
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MATERIAL BOARD

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HILLOCK TERRACE
E. WILLIAM CANNON DRIVE
FINIAL DRIVE
FENCE LEGEND
UPGRADED WOOD FENCE
STONE VENEER COLUMN
DRIVEWAY FENCE
GOOD NEIGHBOR WOOD FENCE
PRIMARY MONUMENT

LANDSCAPE REQUIREMENT: APPROVED PLANT LIST

C1

Please note that invasive species of plants are not permitted for use in Easton Park. For the most current list of prohibited invasive plants please reference the list at www.GrowGreen.org

NATIVE SHADE TREES	
COMMON NAME	**SCIENTIFIC NAME**
Bald Cypress	Taxodium distichum
Bur Oak	Quercus macrocarpa
Cedar Elm	Ulmus crassifolia
Chinquapin Oak	Quercus muehlenbergii
Escarpment Live Oak*	Quercus fusiformis
Pecan	Carya illinoinensis
Shumard Oak	Quercus shumardii
Southern Live Oak*	Quercus virginiana*

ORNAMENTAL TREES	
COMMON NAME	**SCIENTIFIC NAME**
Desert Willow	Chilopsis linearis
Flameleaf Sumac	Rhus copallinum
Mexican Plum	Prunus mexicana
Mexican Redbud	Cercis canadensis var. mexicana
Possumhaw Holly	Ilex decidua
Retama	Parkinsonia aculeata
Southern Wax Myrtle*	Myrica cerifera*
Texas Mountain Laurel	Dermatophyllum secundiflorum
Texas Persimmon	Diospyros texana
Texas Redbud	Cercis canadensis var. texensis
Yaupon Holly*	Ilex vomitoria*

LARGE SHRUBS	
COMMON NAME	**SCIENTIFIC NAME**
Dwarf Wax Myrtle	Myrica pusilla
Evergreen Sumac	Rhus virens
Southern Wax Myrtle* †	Myrica cerifera* †
Texas Sage* †	Leucophyllum frutescens* †
Barbados Cherry	Malpighia emarginata
Butterfly Bush	Buddleja
American Beautyberry	Callicarpa americana
Flameleaf Sumac	Rhus copallinum
Yellow Bells	Tecoma stans

SMALL SHRUBS	
COMMON NAME	**SCIENTIFIC NAME**
Artemisia*	Artemisia vulgaris*
Cherry Sage	Salvia greggii
Copper Canyon Daisy*	Tagetes lemmonii*
Dwarf Yaupon*	Ilex vomitoria 'Nana*
Foxtail Fern	Asparagus densiflorus
Red Yucca*	Hesperaloe parviflora*
Mexican Bush Sage	Salvia leucantha
Texas Betony*	Stachys coccinea*
Zexmenia	Wedelia acapulcensis var. hispida

PERENNIALS	
COMMON NAME	**SCIENTIFIC NAME**
Coreopsis	Coreopsis lanceolata
Evening Primrose	Oenothera
Fall Aster	Symphyotrichum oblongifolium
Gaura	Gaura lindheimeri
Gregg's Mistflower	Conoclinium greggii
Winecup	Callirhoe involucrata
Yarrow	Achillea millefolium
Yellow (Golden) Columbine	Aquilegia chrysantha

GRASS - (ORNAMENTAL)	
COMMON NAME	**SCIENTIFIC NAME**
Basket Grass	Oplismenus hirtellus
Big Muhly	Muhlenbergia lindheimeri
Blue Grama	Bouteloua gracilis
Buffalo Grass	Bouteloua dactyloides
Deer Muhly/Deer Grass	Muhlenbergia rigens
Gulf Muhly	Muhlenbergia capillaris
Indian Grass	Sorghastrum nutans
Inland Sea Oats	Chasmanthium latifolium
Little Bluestem	Schizachyrium scoparium
Mexican Feather Grass	Nassella tenuissima
Side Oats Grama	Bouteloua curtipendula

GRASS - (LAWN)	
COMMON NAME	**SCIENTIFIC NAME**
Bermuda	Cynodon dactylon

ACCENTS	
COMMON NAME	**SCIENTIFIC NAME**
Agave	Agave americana
Paleleaf Yucca	Yucca pallida
Prickly Pear Cactus	Opuntia
Soft Leaf Yucca	Yucca recurvifolia
Texas Sotol	Dasylirion Texanum
Twisted Leaf Yucca	Yucca rupicola

GROUND COVER	
COMMON NAME	**SCIENTIFIC NAME**
Katie Dwarf Ruellia*	Ruellia brittoniana 'Katie'*
Pigeonberry*	Rivina humilis*
Silver Ponyfoot*	Dichondra argentea*
Trailing Lantana	Lantana montevidensis

* Evergreen

† Designated option for use on Corner Lots and Amenity Lots for required "Continuous Hedge (Evergreen Screening Plants)".

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AT EASTON PARK

AUSTIN, TEXAS

CONSTRUCTION DOCUMENTS

NOT FOR CONSTRUCTION

PROJECT TEAM

OWNER
B2R Partners, LLC
Contact: Jason Jarvis
4900 N. Scottsdale Road, Suite 4900
Scottsdale, AZ 85251

LANDSCAPE ARCHITECT
RVi Planning & Landscape Architecture
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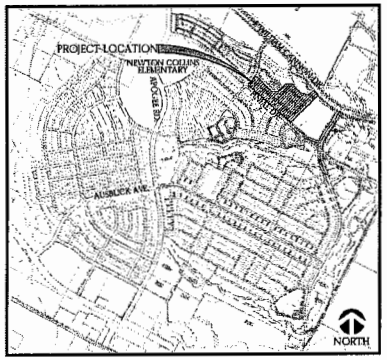
O: 480.944.0994

CIVIL ENGINEER
Carlson, Brigance & Doering, Inc.
Contact: Charles R. Brigance Jr., PE
5501 W William Cannon Blvd
Austin, TX 78749
O: 512.280.5160



VICINITY MAP N.T.S.

SITE MAP N.T.S.

SHEET INDEX

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L0.01	General Notes
L0.02	Planting Notes & Schedule
L1.00	Hardscape Master Plan
L1.01-L1.07	Hardscape Plan
L2.01-L2.02	Hardscape Details
L3.00	Planting Master Plan
L3.01-L3.07	Planting Plan
L4.01-L4.02	Planting Details

DEVELOPMENT PERMIT NUMBER

ISSUED
06/14/2021 - Draft Set

REVISIONS

PROJECT NO. : 21000782
DRW: CP RVW: SB

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GENERAL CONSTRUCTION NOTES

1. Unless otherwise indicated, the Owner's Representative for this project shall be a specifically designated landscape architect from RVi Planning and Landscape Architecture. The Landscape Contractor will be required to coordinate and correspond with the landscape architect from RVi Planning and Landscape Architecture and key consultants for the Owner.

2. These drawings supplement other contractual information which may include Bid Instructions and Project Specifications. Anything mentioned in the Project Specifications and not in the drawings, or vice-versa, shall be of like effect as if shown on or mentioned in both. In case of a discrepancy between Drawings or Project Specifications, the matter shall be immediately submitted to the Owners Representative; without his decision said discrepancy shall not be adjusted by the Landscape Contractor, save only at his own risk and expense. The Landscape Contractor shall not take advantage of any apparent error or omission on the Drawings or in the Specifications. In the event the Landscape Contractor discovers such error or omission, he shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Landscape Contractor to fulfill the intent of the Contract.

3. The intent of these drawings, details and associated specifications is for the Landscape Contractor to provide the Owner with a complete, accurate, functionally and technically sound project as generally described in these documents. In most cases, unless explicitly noted otherwise, drawing symbols are used to represent complete-in-place systems to be provided as part of the base bid. All elements shown or implied by the drawings, if not specifically detailed or specified, shall be installed per building codes, manufacturer's recommendations, state highway department standards, city standards and specifications and standard industry practices.

4. All work within this project shall conform to current local codes, ordinances, as well as all other applicable governing regulations in effect.

5. The Landscape Contractor shall obtain, at his expense, all specialty permits needed for specific items included with the work, unless otherwise indicated in the Contract Documents. Landscape Contractor shall comply with all notifications and inspection requirements.

6. Unless specifically noted otherwise in the Contract Documents, the Landscape Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in the Specifications or these Drawings. The Owner may, at the Owner's sole discretion, provide separate testing and/or inspection service and the Landscape Contractor is required to fully coordinate with those consultants/Landscape Contractors. Owner is to pay for all soils and materials testing.

7. An Existing Condition Survey has been provided to the Owner by registered surveyors under separate contracts for the basis of design. It is not to be considered as part of these Contract Documents. These survey plans have been reformatted and included in these documents. The Landscape Contractor is required to visit the site to verify information. Without exception, any deviations or omissions found between these plans and existing site conditions shall immediately be brought to the attention of the Owner's Representative.

8. Existing utility information and utility information for proposed work by others that is shown in these documents is approximate and for general information only. It is not intended to depict exact locations of all utilities. The Landscape Contractor shall notify all utility companies to stake and field verify the locations including depths of all utilities (existing, proposed by others, or currently under construction), prior to commencing any related operations. Landscape Contractor shall maintain utility locations/structures during all remaining phases of work. The Landscape Contractor shall report to the Owner's Representative any utilities that may conflict with proposed work. The Landscape Contractor shall explore, understand, and coordinate (with other Sub-Contractors) all utilities impacts prior to submitting bid and shall be responsible for any modifications or damages to utility lines, structures or injuries therefrom. For existing utility information contact The One-Call Board of Texas (OCB) at 811 or 800-345-8005. A minimum notice of 3 business days in advance of locational needs is required.

9. These drawings do not specify safety materials, staffing, equipment, methods or sequencing to protect persons and property. It shall be the Landscape Contractor's sole responsibility to direct and implement safety operations, staffing, procedures to protect the Owner and his representatives, new improvements, property, other Landscape Contractors, the public and others.

10. The Landscape Contractor shall meet periodically with the Owner's Representative to determine marshalling areas, on-site storage, and Landscape Contractor staff parking and to coordinate security issues, construction sequencing/phasing, scheduling, and maintaining public, emergency, handicapped or operations access before starting the related work. The Landscape Contractor shall meet any "Construction Criteria" or requirements shown on any Contract Documents, phasing plans or any imposed plan by the Owner as a part of the Base Bid.

11. Some work in this Contract may occur concurrent with work by others. Phasing, sequencing and coordination, with work by others, and on-going facility operations in and around the site area, is a part of the scope of work for this project. Notice to proceed with work in any general area shall be obtained from the Owner.

12. The Landscape Contractor will be required to complete all the work of this project according to these proposed drawings or subsequent clarification. A strict period of performance, including dates of substantial completion (for all and/or portions) and liquidation damages may be an integral element of the Contract.

13. Any site improvements requiring removal under this contract shall be properly and legally disposed off-site or, at the Owner's option, surrendered/stockpiled in an approved on-site location per the direction of the Owner's Representative.

14. The Landscape Contractor is required to maintain a complete and "up-to-date" set of all Contract Documents, including clarifications, change orders, etc., in good condition, at the construction site at all times. This set of documents will be made immediately available for review by the Owner's Representative and/or authorized Consultants upon request. Complete "As-Built" drawings and document submittals are also a requirement of this contract.

15. Maintenance, warranties and performance guarantees may be a requirement of this contract - see specifications.

16. Notes and details on specific drawings shall take precedence over general notes and typical details. The Landscape Contractor shall refer to all other Division Notes, Sheets Notes, Drawings and Project Contract Documents for additional information.

17. Landscape Contractor shall refer to other related drawings for all other related improvements that will impact this project and require coordination.

GRADING NOTES

1. These grading plans are intended to show vertical control of the site and are based upon the benchmarks, existing elevations and topography as provided by the Owner's surveyor. However, the Landscape Contractor, upon submittal of bid, agrees to accept the site grades and make all adjustments required to accomplish the work as proposed. Additionally proposed design elevations for adjacent construction projects may have to be incorporated if necessary. (Construction drawings for work by others, if applicable, are available upon request). Staking of future adjacent improvements, by this contract phase or by others, may be required if directed by the Owner's Representative to ensure proper coordination and requested staking is to be provided as part of this Base Bid.

2. This Landscape Contractor shall verify all existing grades to remain and all adjacent new construction grades for compliance with those shown, prior to bid and construction. All deviations or conflicts with proposed work shall be reported immediately (with follow-up written) notice within 24 hours to the Owner's Representative for direction to proceed.

3. It is this Landscape Contractor's responsibility to provide proper position drainage throughout this contract area. Field conditions shall be verified in conjunction with the proposed elevations to ensure that adequate drainage is provided. Report deviations or conflicts to Owner's Representative.

4. All design elevations shown are "finished grades" unless otherwise indicated. Landscape Contractors shall refer to drawings, details and specifications regarding depth of sub-grade materials required to construct project improvements.

5. All topsoil and/or drainage way muck excavation shall be saved and stockpiled in approved locations for future use.

LAYOUT NOTES

1. All work shown shall be field staked or otherwise denoted and subject to field verification, review and approval by the Owner's Representative prior to any constructions or demolition. Field staking of all proposed work and adjacent construction (even if future work by others) may be required by the Owner's Representative prior to approval of all improvements and adequate stakes shall be provided by Landscape Contractor's surveyor.

2. To expedite the layout of the site layout coordinates and/or grids may have been established in the Drawings. These points shall be field staked by the Landscape Contractor's surveyor as a part of this contract. The establishment of these points shall be approved by the Owner's Representative prior to any construction in those areas and will assist the Landscape Contractor in the layout of all site improvements as shown on drawing or otherwise.

3. The construction tolerances for this project are minimal and the dimensions shown are to be strictly adhered to.

4. Computed dimensions shall take precedence over scaled dimensions. Large scale drawings shall take precedence over small scale drawings. Dimensions shown with (+/-) shall be the only layout information allowed to vary, and may only vary to the tolerances given.

5. The Landscape Contractor is responsible to provide complete-in-place systems and a complete project, and any intermittent or periodic approvals received for portions of work, stakes, grades, or forms (by the Owner's Representative, architects, engineers, or others) shall not waive the Landscape Contractor's requirements to comply with the intent of any and all portions of this contract.

6. Field staked locations for walks, roads, swales, walls, curbs, structures etc. may be requested by the Owner's Representative. Specific layout information will be provided to the Landscape Contractor by the Owner's Representative in AutoCAD (.dwg) format when requested.

7. It is the intent and requirement of this contract to provide curvilinear walks, walls and curbs with smooth transitions and arcs (both horizontal and vertical). Straight segments and abrupt transitions will not be accepted unless shown as such on the plans. Wood curving forms may be required to obtain the proper effects.

8. When indicated on the Drawings, improvements that are to be coordinated on site with the Owner's Representative will be field staked or painted for approval of layout by the Owner's Representative prior to installation. Notify the Owner's Representative a minimum of 24 hours in advance for review. Improvements installed without field approval by Owner's Representative may be rejected. Rejected work must be removed and replaced.

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EXPIRES 03/31/23

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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO:	21000691
DATE:	06/10/2021
DRAWN:	CP
REVIEWED:	BB

REVISIONS

GENERAL NOTES

L0.01

SHEET XX OF XX

CLIENT REVIEW

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PLANTING NOTES

1. Contractor shall be responsible for becoming aware of all related existing conditions, utilities, pipes and structures, etc. prior to bidding and construction. The Contractor shall be held responsible for contacting all utility companies for field location of all underground utility lines, including depths, prior to any excavation. The Contractor shall notify the Owner's Representative of apparent conflicts with construction and utilities so that adjustments can be planned prior to installation. Contractor shall take sole responsibility for any and all cost or other liabilities incurred due to damage of said utilities/structures/etc.

2. The Contractor shall not willfully proceed with construction as designed when it is apparent that unknown obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Owner's Representative for clarification. The Contractor shall assume full responsibility for all liabilities, including necessary revisions due to failure to give such notification.

3. Contractor shall be responsible for coordination with subcontractors and other contractors of related trades as required to accomplish the planting and related operations.

4. The acceptable tolerances for this project are minimal and specific layout is required as shown on the layout, planting and other plans. Final location and staking of all plant materials shall be accepted by the Owner's Representative in advance of plantings.

5. Coordinate installation of all plant material with installation of all adjacent irrigation, pavements, curb and related structures. Any damage to existing improvements is the responsibility of the Contractor.

6. Contractor shall notify Owner's Representative 48 hours prior to commencement of work to coordinate project inspection schedules.

7. The Contractor shall take all necessary scheduling and other precautions to avoid climatic damage to plants. A "planting schedule" of specific calendar days is required to be submitted by the Contractor for approval and planting operations should occur per this approved schedule.

8. If conflicts arise between site of areas and plans, Contractor is required to contact Owner's Representative for resolution. Failure to make such conflicts known to the Owner's Representative will result in Contractor's liability to relocate the materials.

9. Plant names may be abbreviated on the drawings. See plant legend for symbols, abbreviations, botanical/common names, sizes, estimated quantities (if given) and other remarks.

10. It is the Contractor's responsibility to furnish all plant materials free of pests or plant diseases. Pre-selected or "tagged" material must be inspected by the Contractor and certified pest and disease free. It is the Contractor's obligation to maintain and warranty all plant materials per the specifications. All plants shall be subject to Owner's approval prior to installation.

11. Where provided, area takeoffs and plant quantity estimates in plant list are for information only. Contractor is responsible to do their own quantity take-offs for all plant materials and sites shown on plans. In case of any discrepancies, plans take precedence over call-outs and/or the plant list(s).

12. Contractor shall provide "per-unit costs" for every size of plant material, and by type, as called out on Planting Plans in the Bid Proposal. Unit cost to include the plant material itself and installation, including all labor, amendments, fertilizers, warranty, etc., as detailed and specified for each size, "complete in place".

13. The Contractor is responsible to restore all areas of the site, or adjacent areas, where disturbed by operations of or related to the Contractor's work. Sod areas disturbed shall be restored with new sod. Native areas disturbed, if not already improved to meet other requirements of this contract, shall be restored consistent with type, rates and species of existing condition.

14. All plants shall be nursery grown, Grade 1 plants meeting American Nursery and Landscape Association (ANLA) standards set forth in the "American Standard for Nursery Stock" (ANSI Z60.1-2004). Plants are to be typical in shape and size for species. Plants shall not be root-bound or loose in their containers. Handle all plants with care in transporting, planting and maintenance until inspection and final acceptance. Plants shall be installed to present their best side facing the viewer.

15. Warranty: Provide a one-year replacement warranty for all plant materials. Warranty shall cover plants which have died or partially died (thereby ruining their natural shape), but shall not include damage by vandalism, browsing, hail, abnormal freezes, drought or negligence by the Owner. The Warranty is intended to cover Contractor negligence, infestations, disease and damage or shock to plants. Plants replaced under Warranty will be warranted for one year following replacement.

PLANTING LAYOUT AND INSTALLATION NOTES

1. The Contractor shall be responsible for accurately laying out the plant beds and lawn areas by scaling the Drawings. The Contractor shall provide paint lines/stripes/hose or other means to fully indicate the specific layout geometry of all bed lines for approval by Owner's Representative prior to installation. The Contractor's Base Bid shall anticipate minor adjustments as directed by the Owner's Representative in the field. Changes affecting quantities will be covered by unit prices.

2. Following the approval of layout, the Contractor shall closely coordinate the installation of the irrigation system to conform to the approved layout.

3. Install steel edging, where specified, following manufacturer's installation instructions. Maintain an accurate layout with smooth curves and transitions, free of kinks and abrupt bends. Top of edging is to be 1" above soil level of adjacent turf. In Bid Proposal furnish a unit price per linear foot of edging installed. Bed edges where edging is not specified shall have a "spade edge".

4. Provide matching sizes and forms for all species of trees and plants installed on grid or spaced equally in rows as shown on drawings. Adjust spacing (to "equal-equal") as necessary, subject to acceptance by the Owner's Representative.

5. Unless otherwise indicated:
   a. All groupings of groundcovers, perennials, ornamental grasses and annuals shall be triangularly spaced (equal-equal).
   b. All planting areas including sod, seed and planting beds, shall receive soil amendments per the notes and specifications.
   c. Sodded lawn shall have been grown between 9 and 18 months and shall be vigorous, well-rooted and healthy turf. Minimum thatch thickness shall be ¾".
   d. Specific plant bed areas may be called out to receive weed barrier fabric, see plans and details.

6. All Plant Beds and pit planted plants shall receive a 3" depth layer of shredded hardwood mulch. Refer to plans, details and specifications for location and type of any alternate mulch used. In Bid Proposal furnish a unit price(s) per cubic yard of mulch(es) placed. This unit price(s) will be used in the adjustment of bed areas.

7. Planting pits for 1 and 5 gallon shrubs shall be at least 8" larger in diameter than the container size. Larger container sizes and B&B plants shall be planted in pits at least 18" larger in diameter than the ball size.

8. Plants shall be installed to present their best side facing the viewer.

9. Owner's Representative shall have final approval of plant material layout.

APPENDIX O - LANDSCAPE/IRRIGATION NOTES

Automatic irrigation systems shall comply with TCEQ Chapter 344, as well as the following requirements:

1.1. These requirements shall be noted on the Site Development Permit and shall be implemented as part of the landscape inspection:

a. the system must provide a moisture level adequate to sustain growth of the plant materials;
b. the system does not include spray irrigation on areas less than ten (10) feet wide [such as medians, buffer strips, and parking lot islands];
c. circuit remote control valves have adjustable flow controls;
d. serviceable in-head check valves area adjacent to paved areas where elevation differences may cause low head drainage;
e. a master valve installed on the discharge side of the backflow preventer;
f. above-ground irrigation isolation devices are set back at least six (6) inches from impervious surfaces;
g. an automatic rain shut-off device shuts off the irrigation system automatically after more than a one-half inch (½") rainfall; and
h. newly planted trees shall have permanent irrigation consisting of drip or bubblers.

2. The irrigation installer shall develop and provide an as-built design plan to the City at the time the final irrigation inspection is performed:
a. unless fiscal security is provided to the City for the installation of the system, it must be operational at the time of the final landscape inspection.

3. The irrigation installer shall also provide exhibits to be permanently installed inside or attached to the irrigation controller, including:

a. A laminated copy of the water budget containing zone numbers, precipitation rate, gallons per minute and the location of the isolation valve; and an as built plan.

4. The irrigation installer shall provide a report to the City on a form provided by Austin Water certifying compliance with Subsection 1. When the final plumbing inspection is performed by the City.

LANDSCAPE MATERIAL SCHEDULE

TREES

BOTANICAL / COMMON NAME	SIZE	QTY	COMMENTS
Chilopsis linearis Desert Willow	30 GAL / 2" CAL	5	Container grown, multi-trunk, full canopy
Lagerstroemia x 'Natchez' White Crape Myrtle Multi-Trunk	30 GAL / 3" CAL	64	8' H
Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia	30 GAL / 1" CAL	19	
Platanus Mexicana Mexican Sycamore	65 GAL / 2" CAL	33	
Quercus polymorpha Mexican White Oak	65 GAL / 3" CAL	24	Container grown; single, straight lead, full branching
Quercus virginiana Southern Live Oak	200 GAL / 6" CAL	37	Container grown; specimen quality
Sophora secundiflora Texas Mountain Laurel	30 GAL / 1" CAL	28	Native Texas Nursery
Ulmus crassifolia Cedar Elm	65 GAL / 3" CAL	12	Container grown; single, straight lead, full branching

SHRUBS & ACCENTS

BOTANICAL / COMMON NAME	SIZE	QTY	COMMENTS
Agave ovatifolia Whale's Tongue Agave	5 gal	12	
Buxus microphylla japonica 'Green Beauty' Green Beauty Boxwood	5 gal	22	
Cotoneaster glaucophyllus Grayleaf Cotoneaster	5 gal	155	
Dietes bicolor Bicolor Iris	5 gal	138	
Hesperaloe parviflora Red Yucca	5 gal	32	36" o.c.
Muhlenbergia emersleyi 'El Toro' Bullgrass	5 gal	188	
Muhlenbergia rigens Deer Grass	5 gal	115	
Myrica cerifera Wax Myrtle	7 gal	3	
Opuntia ellisiana Spineless Prickly Pear	5 gal	13	
Podocarpus macrophyllus Yew Pine	5 gal	51	
Salvia greggii 'Red' Autumn Sage	1 gal	1,278	
Yucca rupicola Twisted Leaf Yucca	5 gal	486	

GROUNDCOVER

BOTANICAL / COMMON NAME	SIZE	QTY	COMMENTS
Chasmanthium latifolium Inland Sea Oats	4" Pot	1,102 sf	
Lantana montevidensis 'Purple' Trailing Lantana	1 gal	4,434 sf	
Liriope muscari Liriope	4"pot	3,902 sf	
Muhlenbergia rigens Deer Grass	1 gal	24	24" O.C.
Salvia greggii Autumn Sage	1 gal	1,591 sf	30" O.C.

MISCELLANEOUS

BOTANICAL / COMMON NAME	SIZE	QTY	COMMENTS
¾" MINUS ROCK MULCH	¾" MINUS	750 S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL 7 / L7.77
Cynodon dactylon `Tahoma 419 TF 419 Bermuda Sod	SOD	91,000 S.F.	FIELD VERIFY S.F.

NOTE:
* Tags for registered or trademarked (®, ™) material are to remain on plants.

RVi
1/2 E. 16th Avenue
Tempe, Arizona 85281
Tel: 623.551.2999
www.rvilandarch.com

Texas 811 Know what's below. Call before you dig.

BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO:	21000381
DATE:	06/10/2021
DRAWN:	CP
REVIEWED:	BB

REVISIONS
1 -
2 -
3 -
4 -

PLANTING NOTES & SCHEDULE

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CLIENT REVIEW

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AUSTIN, TEXAS

PROJECT NO :	21000381
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REVIEWED:	SB

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HARDSCAPE MASTER PLAN

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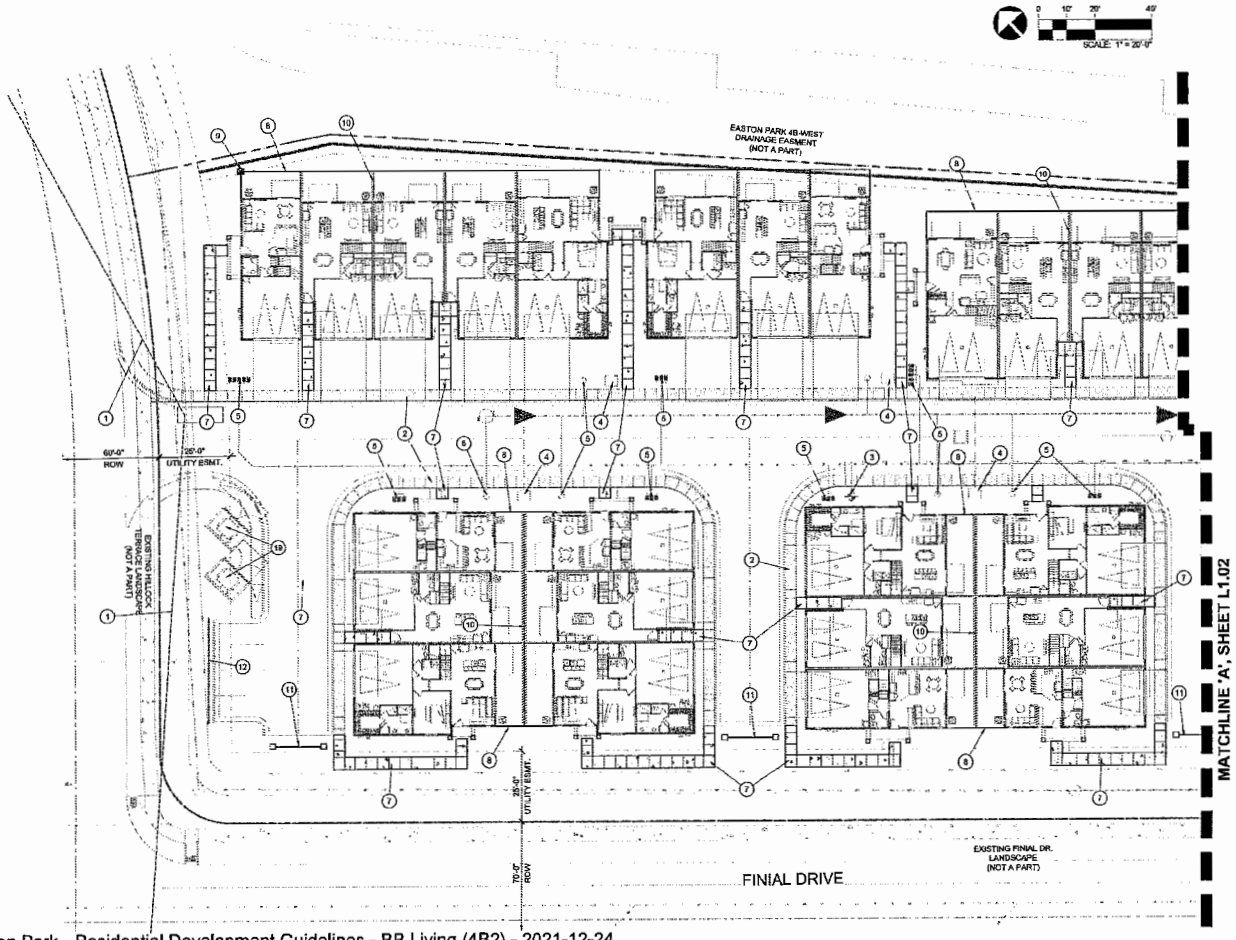
CLIENT REVIEW

0 25' 50' 100'
SCALE: 1" = 50'-0"



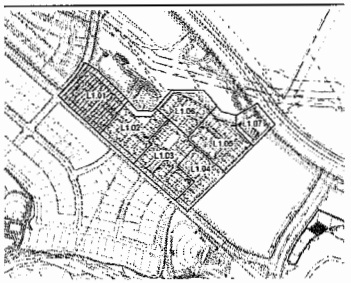
HARDSCAPE KEYNOTES

1. VISIBILITY EASEMENT, ALL TREE CROWNS SHALL BE MIN. 6'-0" TO BOTTOM OF CANOPY. ALL SHRUBS AND GROUNDCOVERS SHALL HAVE A MAX. HEIGHT OF 2'-0".
2. LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
3. FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 3'-0" CLEARANCE
4. ELECTRICAL TRANSFORMER - REF CIVIL DWGs
5. UNDERGROUND UTILITY - REF CIVIL DWGs
6. SEDIMENT BASIN - REF CIVIL DWGs
7. OPENSPACE SIDEWALK
8. UPGRADED WOOD FENCE
9. DECORATIVE COLUMN
10. GOOD NEIGHBOR WOOD FENCE
11. DRIVEWAY FENCE
12. PARKING SCREEN FENCE
13. ENTRY MONUMENT
14. MAILBOX
15. DECORATIVE SWALE
16. SWALE CROSSING
17. BARBECUE GRILL
18. FIRE FEATURE
19. TRASH ENCLOSURE - REF. CIVIL DWGs

PAVING SCHEDULE

- ALL SIDEWALKS NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO DETAIL 7 / SHEET L7.??.
- BOMACRON 'HERRINGBONE GRANITE' STAMPED CONCRETE w/ 'SONORA TAN COLOR / 'BROWNSTONE' RELEASE AGENT & 18" NATURAL GRAY CONCRETE BORDER w/ HEAVY SALT FINISH. (PROGRESSIVE CONCRETE WORKS - 602.955.2366). REFER TO CIVIL PLANS FOR MORE INFO.
- DAVIS COLORED CONCRETE 'SANDSTONE' w/ HEAVY SALT FINISH (DAVIS COLORS - 1.800.356.4848). REFER TO CIVIL PLANS FOR MORE INFO.

KEY MAP



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AUSTIN, TEXAS

PROJECT NO :	21000681
DATE :	09/10/2021
DRAWN:	CP
REVIEWED:	BB

REVISIONS

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HARDSCAPE PLAN

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CLIENT REVIEW

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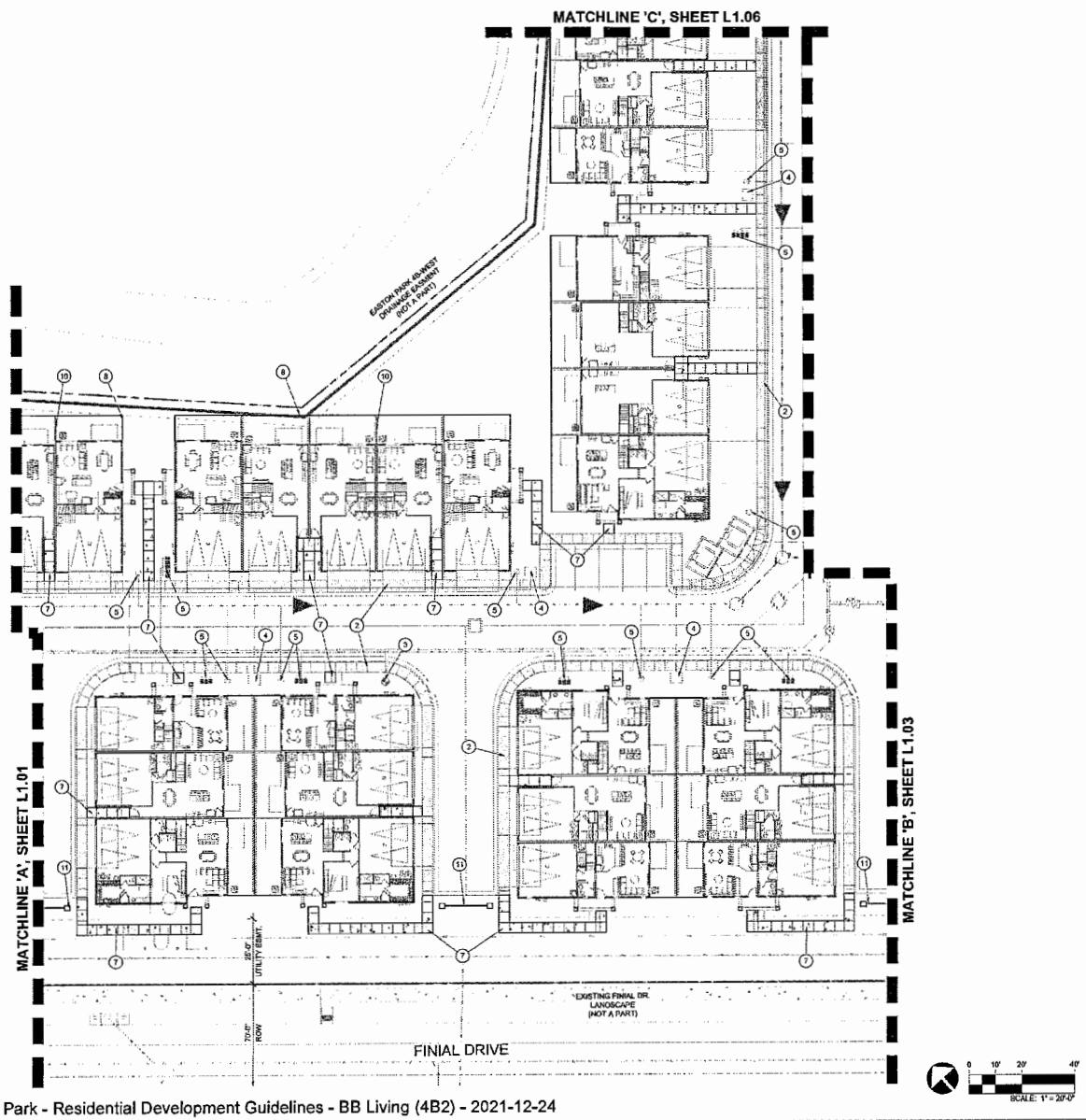

HARDSCAPE KEYNOTES

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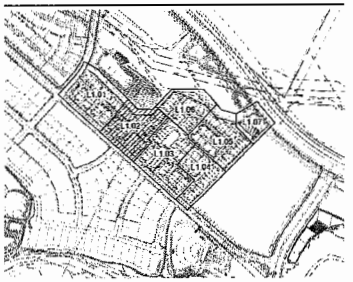
PAVING SCHEDULE

- ALL SIDEWALKS NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO DETAIL ? / SHEET L?.??.
- BOMANITE HERRINGBONE GRANITE STAMPED CONCRETE w/ 'SONORA TAN' COLOR / 'BROWNSTONE' RELEASE AGENT & 18" NATURAL GRAY CONCRETE BORDER w/ HEAVY SALT FINISH. (PROGRESSIVE CONCRETE WORKS - 602.955.2998). REFER TO CIVIL PLANS FOR MORE INFO.
- DAVIS COLORED CONCRETE 'SANDSTONE' w/ HEAVY SALT FINISH (DAVIS COLORS - 1.800.356.4848). REFER TO CIVIL PLANS FOR MORE INFO.

KEY MAP



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Texas 811

BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO :	21000681
DATE :	06/10/2021
DRAWN:	CP
REVIEWED:	SB

REVISIONS

HARDSCAPE PLAN

L1.02

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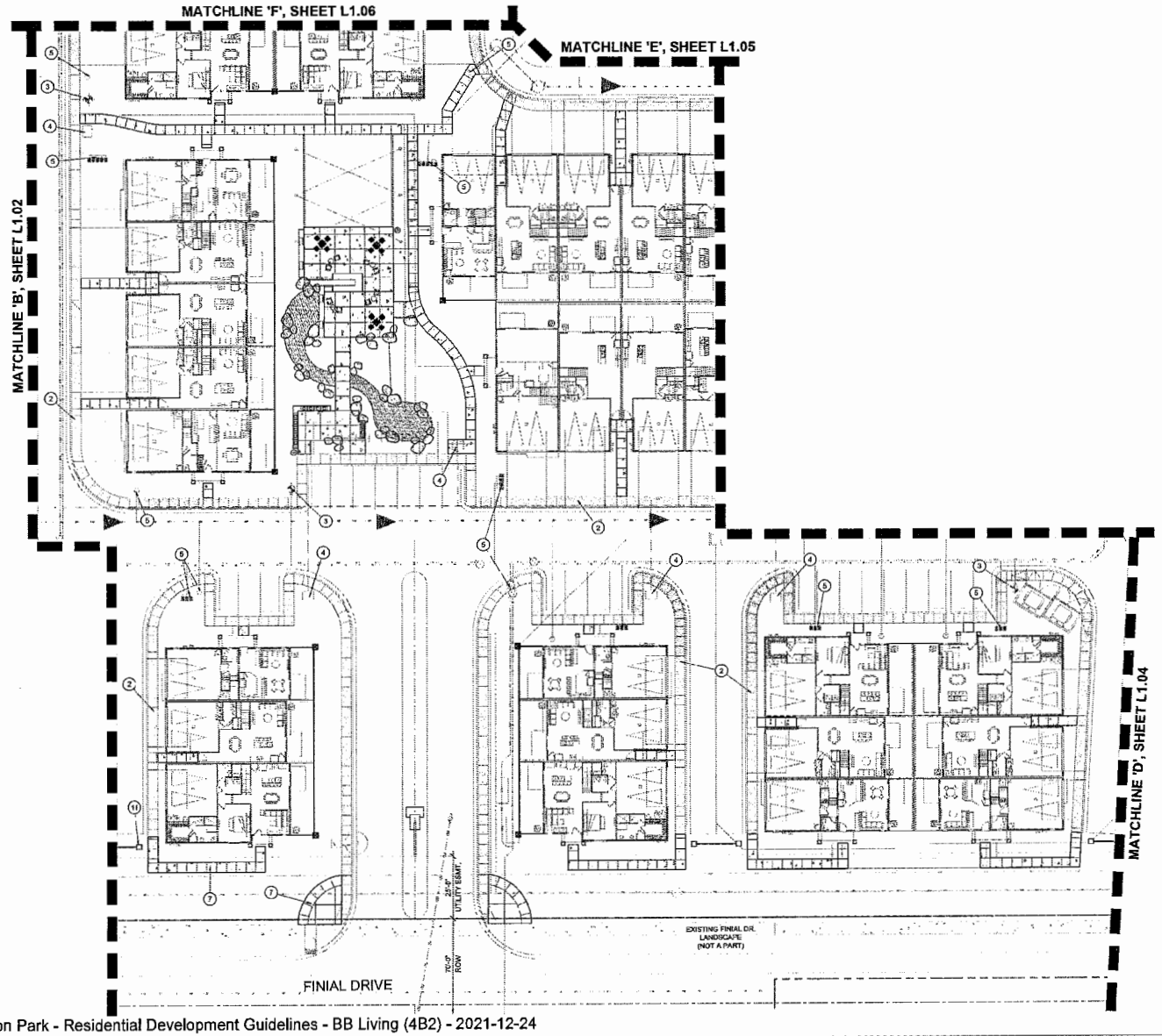
CLIENT REVIEW



HARDSCAPE KEYNOTES

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PAVING SCHEDULE

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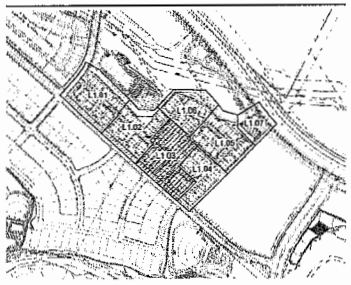
- DAVIS COLORED CONCRETE 'SANDSTONE' w/ HEAVY SALT FINISH (DAVIS COLORS - 1.800.356.4648). REFER TO CIVIL PLANS FOR MORE INFO.

KEY MAP



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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO :	21000881
DATE :	06/10/2021
DRAWN:	CP
REVIEWED:	SB

REVISIONS

1
2
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HARDSCAPE PLAN

L1.03

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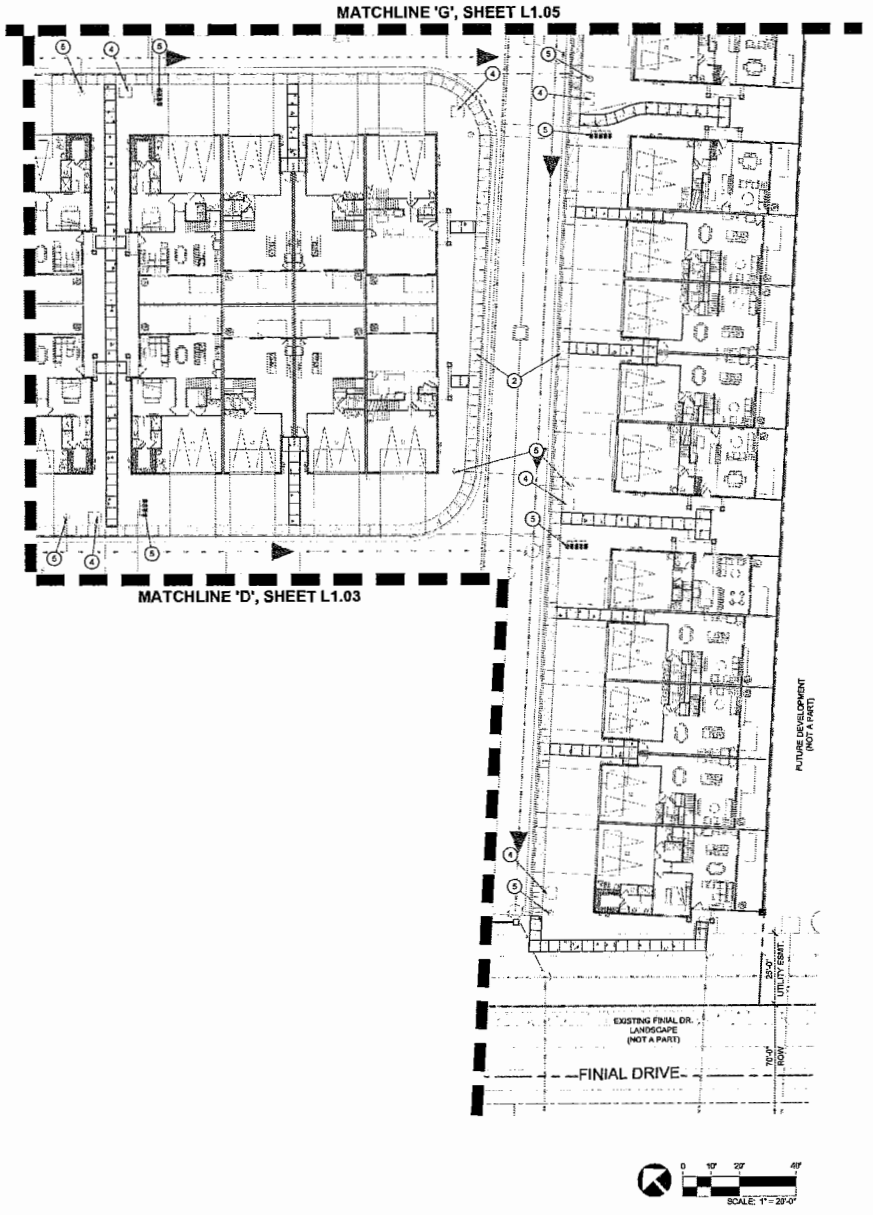
CLIENT REVIEW

202206931 Page 55 of 69



HARDSCAPE KEYNOTES

1. VISIBILITY EASEMENT, ALL TREE CROWNS SHALL BE MIN. 8'-0" TO BOTTOM OF CANOPY. ALL SHRUBS AND GROUNDCOVERS SHALL HAVE A MAX. HEIGHT OF 2'-0".
2. LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
3. FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 3'-0" CLEARANCE
4. ELECTRICAL TRANSFORMER - REF CIVIL DWGs
5. UNDERGROUND UTILITY - REF CIVIL DWGs
6. SEDIMENT BASIN - REF CIVIL DWGs
7. OPENSPACE SIDEWALK
8. UPGRADED WOOD FENCE
9. DECORATIVE COLUMN
10. GOOD NEIGHBOR WOOD FENCE
11. DRIVEWAY FENCE
12. PARKING SCREEN FENCE
13. ENTRY MONUMENT
14. MAILBOX
15. DECORATIVE SWALE
16. SWALE CROSSING
17. BARBECUE GRILL
18. FIRE FEATURE
19. TRASH ENCLOSURE - REF. CIVIL DWGs

PAVING SCHEDULE

- ALL SIDEWALKS NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO DETAIL 7 / SHEET L7.??.
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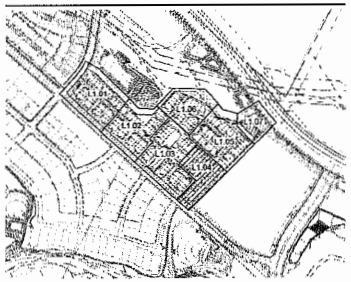
KEY MAP



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AUSTIN, TEXAS

PROJECT NO :	21000881
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REVISIONS

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2
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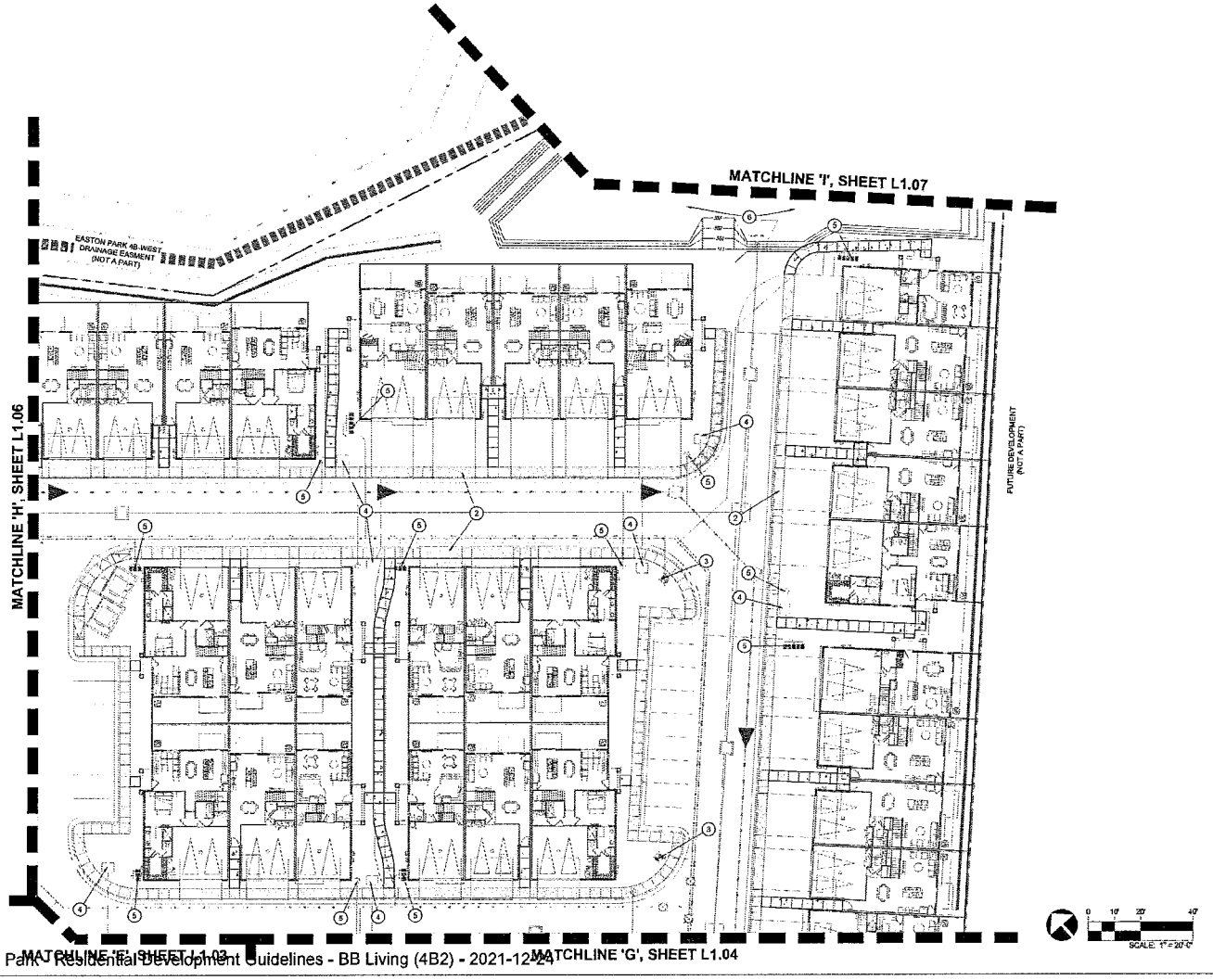
HARDSCAPE PLAN

L1.04

xx 45xx

CLIENT REVIEW



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19. TRASH ENCLOSURE - REF. CIVIL DWGs

PAVING SCHEDULE

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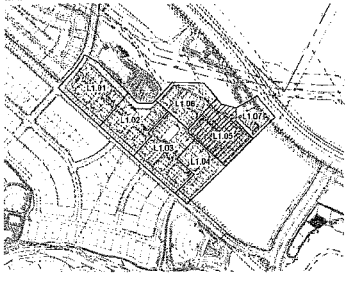
KEY MAP



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HARDSCAPE PLAN

L1.05

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CLIENT REVIEW

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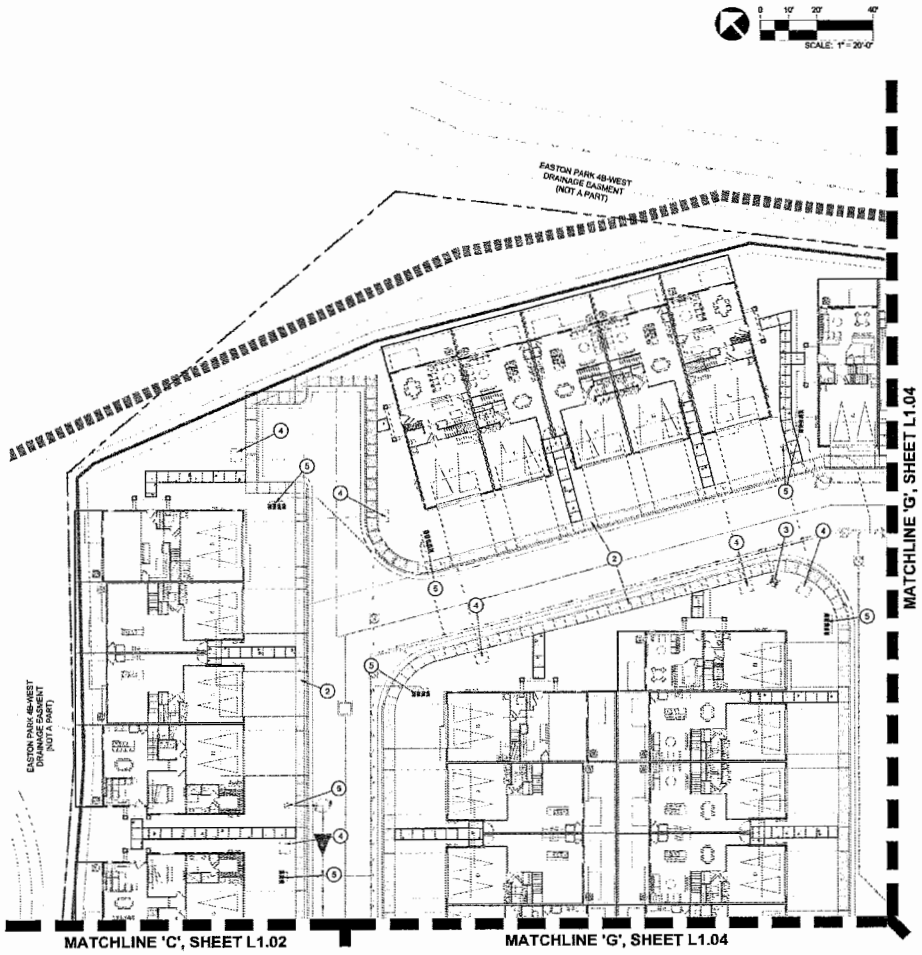

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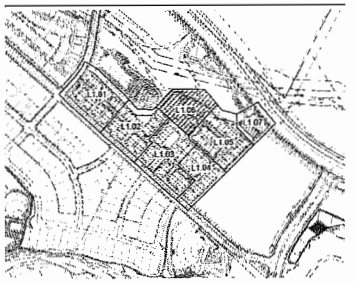

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PROJECT NO :	21006661
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DRAWN:	CP
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4.
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HARDSCAPE PLAN

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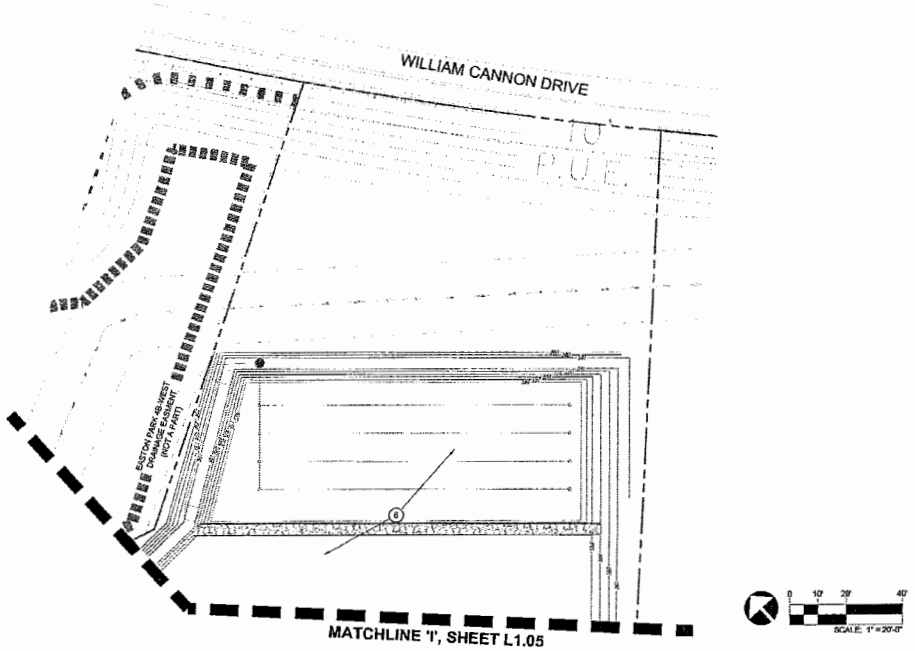
CLIENT REVIEW

202206931 Page 58 of 69



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17. BARBECUE GRILL
18. FIRE FEATURE
19. TRASH ENCLOSURE - REF. CIVIL DWGs

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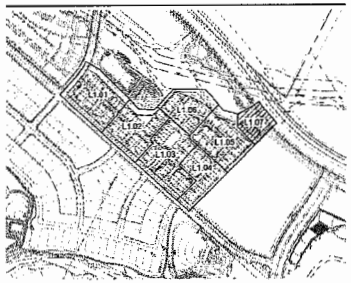

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HARDSCAPE PLAN

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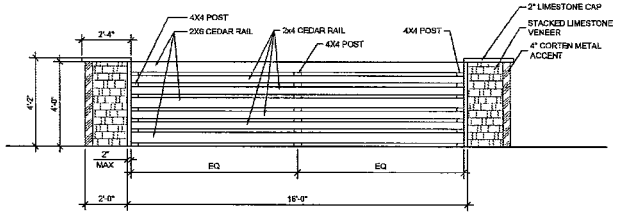
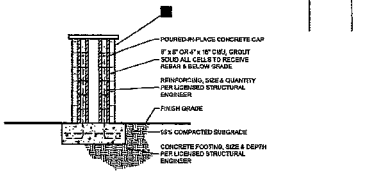
CLIENT REVIEW



1 DRIVEWAY FENCE ELEVATION
SCALE: 3/8" = 1'-0"

NOTE:
• Refer to structural for footing size & depth & all reinforcing sizes and quantities



2 DRIVEWAY FENCE COLUMN SECTION
SCALE: 3/8" = 1'-0"

HARDSCAPE SCHEDULE

ITEM	-
COLOR	-
FINISH	-
SPECIFICATIONS	-
MANUFACTURER	-
ITEM	-
COLOR	-
FINISH	-
SPECIFICATIONS	-
MANUFACTURER	-
ITEM	-
COLOR	-
FINISH	-
SPECIFICATIONS	-
MANUFACTURER	-
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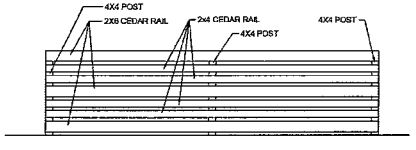
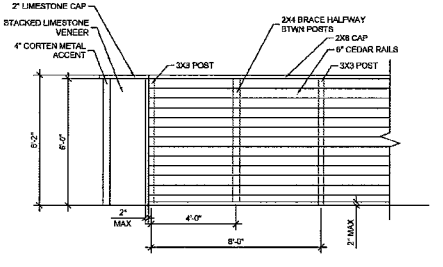
SPECIFICATIONS	-
MANUFACTURER	-
ITEM	-
COLOR	-
FINISH	-
SPECIFICATIONS	-
MANUFACTURER	-
ITEM	-
COLOR	-
FINISH	-
SPECIFICATIONS	-
MANUFACTURER	-



3 PARKING SCREEN FENCE
SCALE: 3/8" = 1'-0"



4 UPGRADED WOOD FENCE & COLUMN ELEVATION
SCALE: 3/8" = 1'-0"

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AUSTIN, TEXAS

PROJECT NO: 21006881
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HARDSCAPE DETAILS

L2.01

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CLIENT REVIEW

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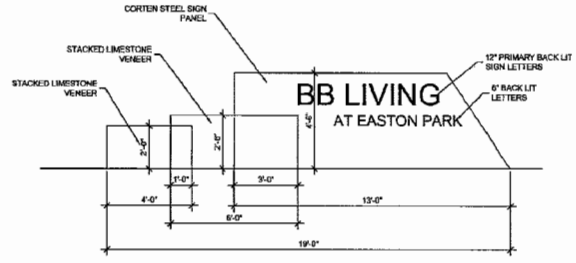
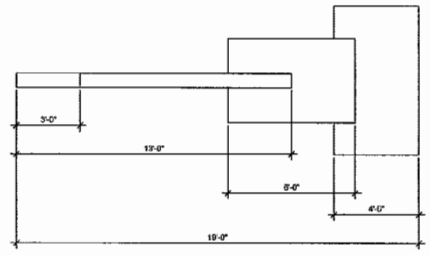
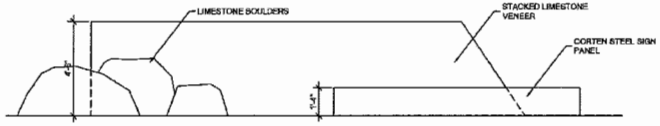
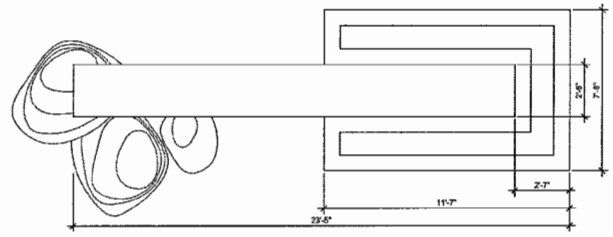


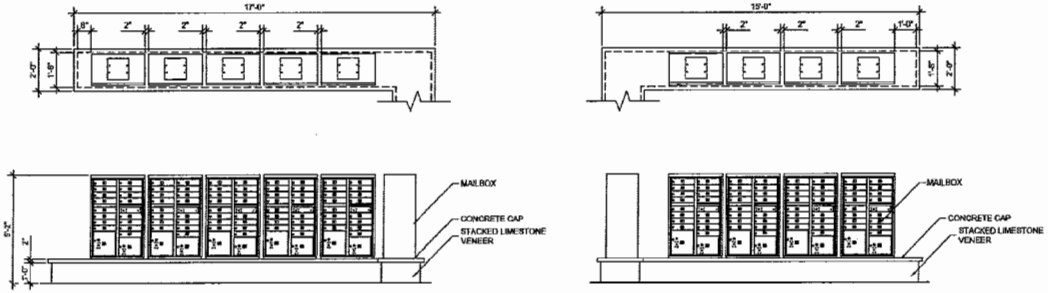


1 PRIMARY MONUMENT
SCALE: 3/8" = 1'-0"





2 FIRE FEATURE
SCALE: 3/8" = 1'-0"



3 MAILBOX
SCALE: 3/8" = 1'-0"

HARDSCAPE SCHEDULE

ITEM	
COLOR	
FINISH	
SPECIFICATIONS	
MANUFACTURER	
ITEM	
COLOR	
FINISH	
SPECIFICATIONS	
MANUFACTURER	
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SPECIFICATIONS	
MANUFACTURER	
ITEM	
COLOR	
FINISH	
SPECIFICATIONS	
MANUFACTURER	

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L2.01
L2.02
L2.03
L2.04
L2.05
L2.06
L2.07
FINIAL DRIVE
WILLIAM CANNON DRIVE
CWQZ
CWQZ
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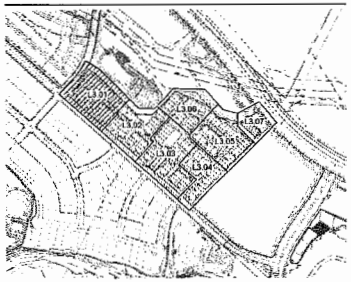
BB LIVING AT EASTON PARK
AUSTIN, TEXAS
PROJECT NO : 21000881
DATE : 06/10/2021
DRAWN: CP
REVIEWED: GB
REVISIONS
PLANTING MASTER PLAN
L3.00
xx 51xx
CLIENT REVIEW
SCALE: 1" = 50'-0"

KEY MAP



LANDSCAPE KEYNOTES

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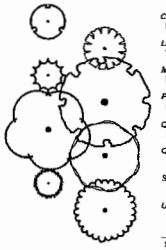
LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME

Chilopsis linearis
Desert Willow

Lagerstroemia x 'Natchez'
White Crape Myrtle Multi-Trunk

Magnolia grandiflora 'Little Gem'
Little Gem Dwarf Southern Magnolia

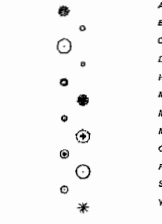
Platanus Mexicana
Mexican Sycamore

Quercus polymorpha
Mexican White Oak

Quercus virginiana
Southern Live Oak

Sophora secundiflora
Texas Mountain Laurel

Ulmus crassifolia
Cedar Elm



SHRUBS & ACCENTS
BOTANICAL / COMMON NAME

Agave ovatifolia
Whale's Tongue Agave
Buxus microphylla japonica 'Green Beauty'
Green Beauty Boxwood
Cotoneaster glaucophyllus
Gray/ard Cotoneaster
Dietes bicolor
Bicolor Iris
Hesperaloe parviflora
Red Yucca
Muhlenbergia emersleyi 'El Toro'
Bullgrass
Muhlenbergia rigens
Deer Grass
Myrtus cerifera
Wax Myrtle
Opuntia ellisiana
Spineless Prickly Pear
Podocarpus macrophyllus
Yew Pine
Salvia greggii 'Red'
Autumn Sage
Yucca rupicola
Twisted Leaf Yucca

GROUNDCOVER
BOTANICAL / COMMON NAME

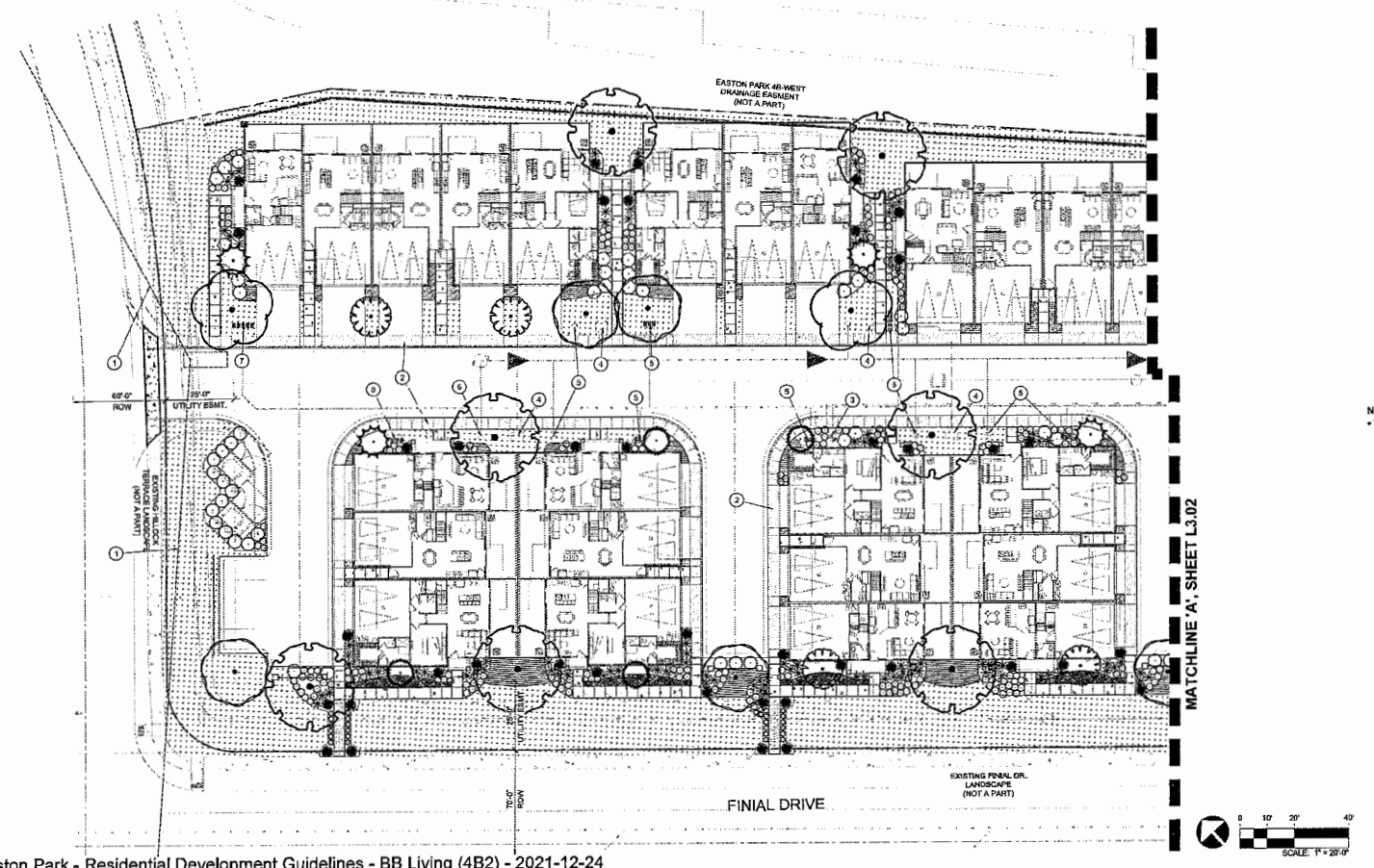
Chasmanthium latifolium
Inland Sea Oats
Lantana montevidensis 'Purple'
Trailing Lantana
Liriope muscari
Liriope
Muhlenbergia rigens
Deer Grass
Salvia greggii
Autumn Sage

MISCELLANEOUS
BOTANICAL / COMMON NAME

1" MINUS ROCK MULCH

Cynodon dactylon 'Tifway 419'
Tif 419 Bermuda Sod

NOTE:
• Tags for registered or trademarked (®, ™) material are to remain on plants.



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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO:	21006681
DATE:	08/10/2021
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REVISIONS
1
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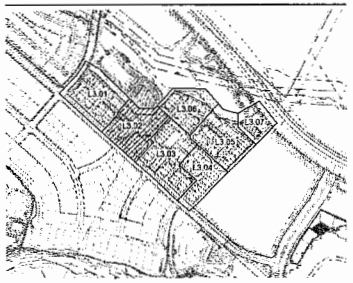
PLANTING PLAN

L3.01

xx 52xx

CLIENT REVIEW

KEY MAP



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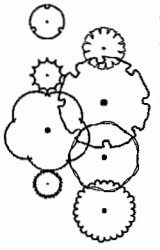
6. SEDIMENT BASIN - REF CIVIL DWGs

LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME

Chilopsis linearis
Desert Willow

Lagerstroemia x 'Natchez'
White Crape Myrtle Multi-Trunk

Magnolia grandiflora 'Little Gem'
Little Gem Dwarf Southern Magnolia

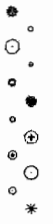
Platanus Mexicana
Mexican Sycamore

Quercus polymorpha
Mexican White Oak

Quercus virginiana
Southern Live Oak

Sophora secundiflora
Texas Mountain Laurel

Ulmus crassifolia
Cedar Elm



SHRUBS & ACCENTS
BOTANICAL / COMMON NAME

Agave ovatifolia
Whale's Tongue Agave
Buxus microphylla japonica 'Green Beauty'
Green Beauty Boxwood
Cotoneaster glaucophyllus
Grayleaf Cotoneaster
Dietes bicolor
Bicolor Iris
Hesperaloe parviflora
Red Yucca
Muhlenbergia emersleyi 'El Toro'
Bullgrass
Muhlenbergia rigens
Deer Grass
Myrica cerifera
Wax Myrtle
Opuntia ellisiana
Spineless Prickly Pear
Podocarpus macrophyllus
Yew Pine
Salvia greggii 'Red'
Autumn Sage
Yucca rupicola
Twisted Leaf Yucca

GROUNDCOVER
BOTANICAL / COMMON NAME

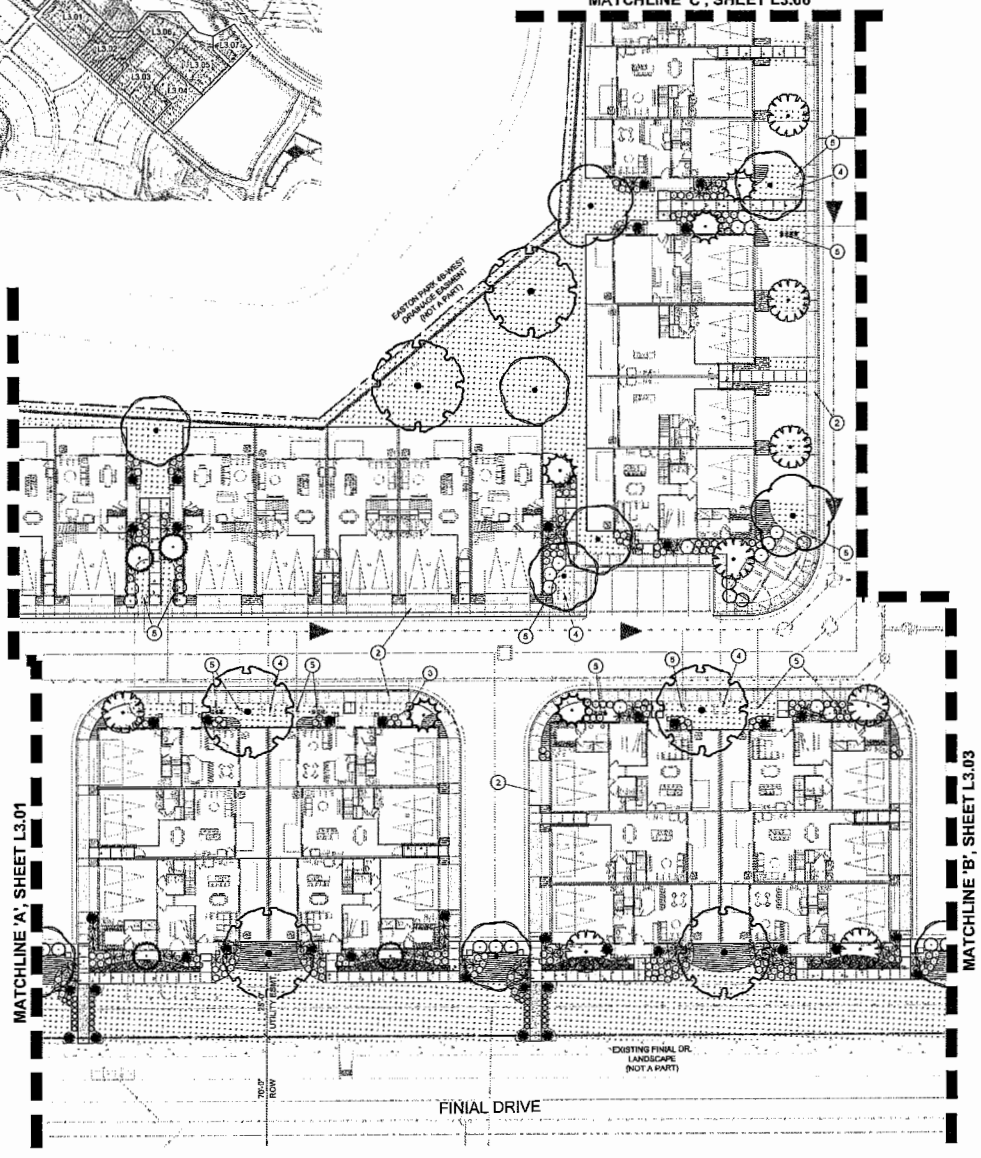
Chasmanthium latifolium
Inland Sea Oats
Lantana montevidensis 'Purple'
Trailing Lantana
Liriope muscari
Liriope
Muhlenbergia rigens
Deer Grass
Salvia greggii
Autumn Sage

MISCELLANEOUS
BOTANICAL / COMMON NAME

3/4" MINUS ROCK MULCH

Cynodon dactylon `Tifway 419'
Tif 419 Bermuda Sod

NOTE:
• Tags for registered or trademarked (®, ™) material are to remain on plants.



SCALE: 1" = 20'-0"

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Texas 811
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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO :	21000551
DATE :	06/10/2021
DRAWN:	CP
REVIEWED:	SB

REVISIONS

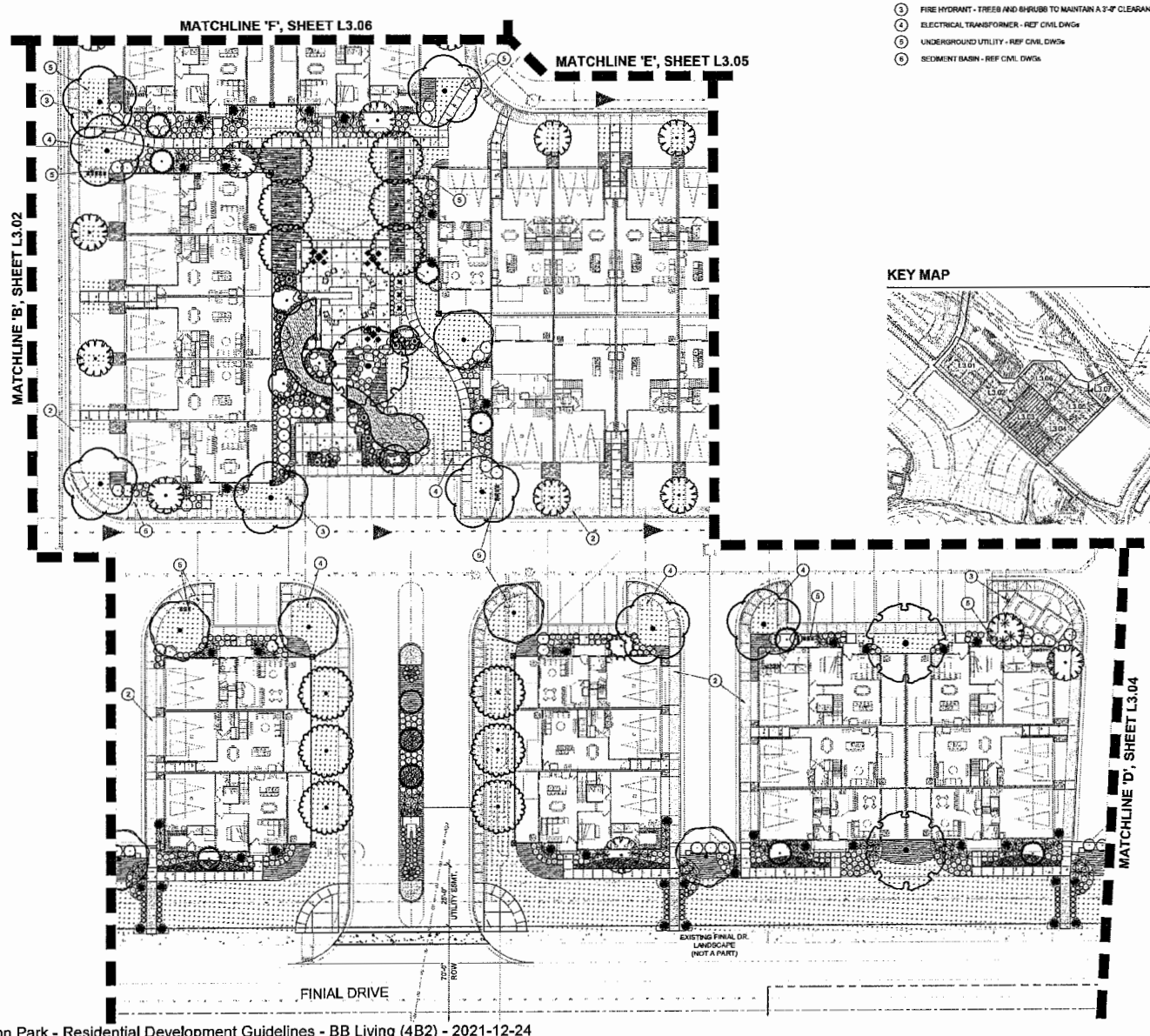
1
2
3
4
5

PLANTING PLAN

L3.02

xx 53xx

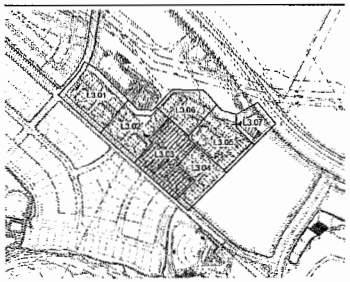
CLIENT REVIEW



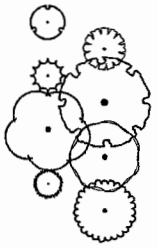
LANDSCAPE KEYNOTES

1. VISIBILITY EASEMENT, ALL TREE CROWNS SHALL BE MIN. 8'-0" TO BOTTOM OF CANOPY. ALL SHRUBS AND GROUNDCOVERS SHALL HAVE A MAX. HEIGHT OF 2'-0".
2. LOCATION OF SIDEWALK. REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
3. FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 3'-0" CLEARANCE
4. ELECTRICAL TRANSFORMER - REF CIVIL DWGs
5. UNDERGROUND UTILITY - REF CIVIL DWGs
6. SEDIMENT BASIN - REF CIVIL DWGs

KEY MAP



LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME

Chilopsis linearis
Desert Willow

Lagerstroemia x 'Natchez'
White Crape Myrtle Multi-Trunk

Magnolia grandiflora 'Little Gem'
Little Gem Dwarf Southern Magnolia

Platanus Mexicana
Mexican Sycamore

Quercus polymorpha
Mexican White Oak

Quercus virginiana
Southern Live Oak

Sophora secundiflora
Texas Mountain Laurel

Ulmus crassifolia
Cedar Elm

SHRUBS & ACCENTS
BOTANICAL / COMMON NAME

Agave ovatifolia
Whale's Tongue Agave
Buxus microphylla japonica 'Green Beauty'
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Cotoneaster glaucophyllus
Grayleaf Cotoneaster
Dietes bicolor
Bicolor Iris
Hesperaloe parviflora
Red Yucca
Muhlenbergia emersleyi 'El Toro'
Bullgrass
Muhlenbergia rigens
Deer Grass
Myrtus cerifera
Wax Myrtle
Opuntia ellisiana
Spineless Prickly Pear
Podocarpus macrophyllus
Yew Pine
Salvia greggii 'Red'
Autumn Sage
Yucca rupicola
Twisted Leaf Yucca

GROUNDCOVER
BOTANICAL / COMMON NAME

Chasmanthium latifolium
Inland Sea Oats
Lantana montevidensis 'Purple'
Trailing Lantana
Liriope muscari
Liriope
Muhlenbergia rigens
Deer Grass
Salvia greggii
Autumn Sage

MISCELLANEOUS
BOTANICAL / COMMON NAME

1" MINUS ROCK MULCH

Cynodon dactylon 'Tifway 419'
Tif 419 Bermuda Sod

NOTE:
• Tags for registered or trademarked (®, ™) material are to remain on plants.

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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO :	21000881
DATE :	06/10/2021
DRAWN:	CP
REVIEWED:	BB

REVISIONS
1
2
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5

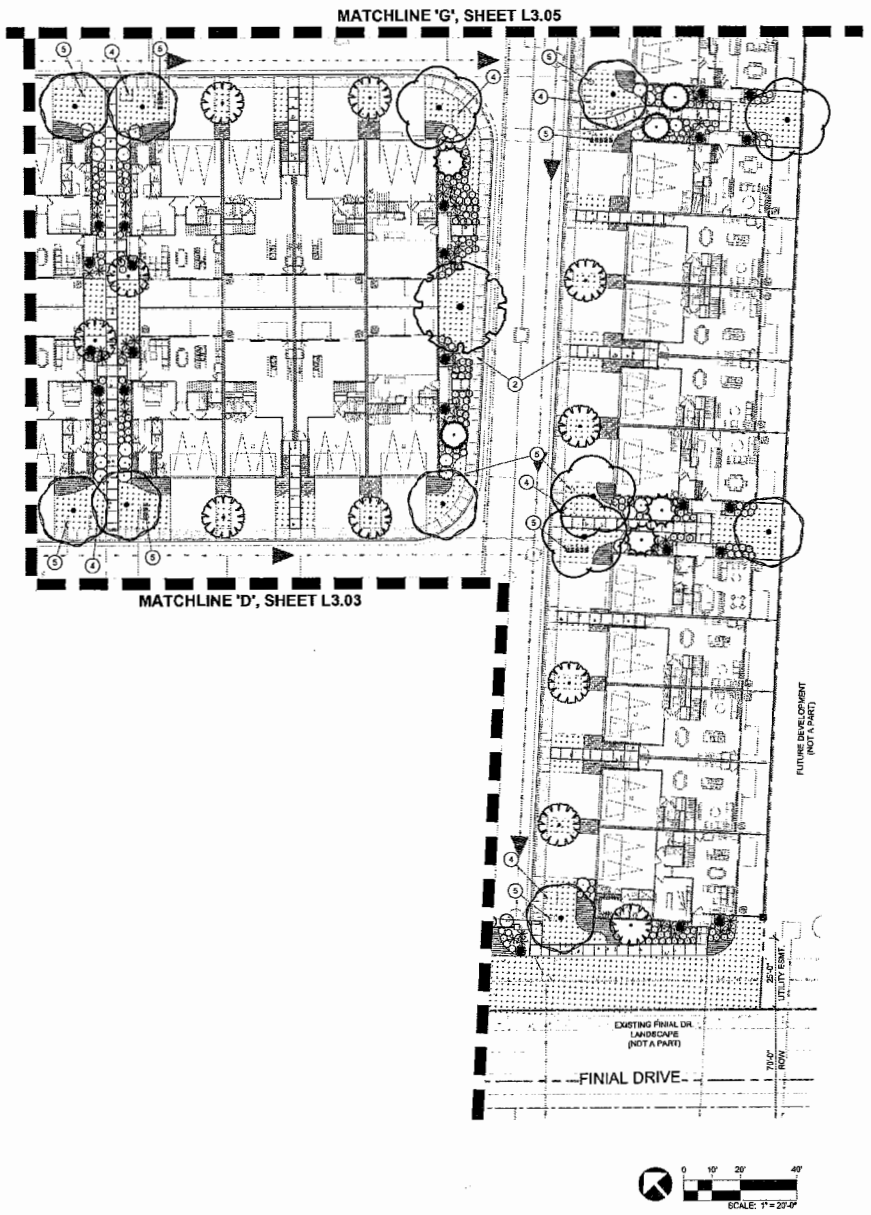
PLANTING PLAN

L3.03

xx 54xx

CLIENT REVIEW

2022066931 Page 65 of 69



LANDSCAPE KEYNOTES

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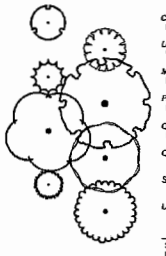
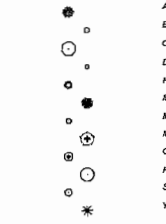
5. UNDERGROUND UTILITY - REF CIVIL DWGs
6. SEDIMENT BASIN - REF CIVIL DWGs

LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME

Chilopsis linearis
Desert Willow
Lagerstroemia x 'Natchez'
White Crape Myrtle Multi-Trunk
Magnolia grandiflora 'Little Gem'
Little Gem Dwarf Southern Magnolia
Platanus Mexicana
Mexican Sycamore
Quercus polymorpha
Mexican White Oak
Quercus virginiana
Southern Live Oak
Sophora secundiflora
Texas Mountain Laurel
Ulmus crassifolia
Cedar Elm



SHRUBS & ACCENTS
BOTANICAL / COMMON NAME

Agave ovatifolia
Whale's Tongue Agave
Buxus microphylla japonica 'Green Beauty'
Green Beauty Boxwood
Cotoneaster glaucophyllus
Creeping Cotoneaster
Dietes bicolor
Bicolor Iris
Hesperaloe parviflora
Red Yucca
Muhlenbergia emersleyi 'El Toro'
Bellgrass
Muhlenbergia rigens
Deer Grass
Myrica cerifera
Wax Myrtle
Opuntia stricta
Spineless Prickly Pear
Podocarpus macrophyllus
Yew Pine
Salvia greggii 'Red'
Autumn Sage
Yucca rupicola
Twisted Leaf Yucca

GROUNDCOVER
BOTANICAL / COMMON NAME

Chasmanthium latifolium
Inland Sea Oats
Lantana montevidensis 'Purple'
Trailing Lantana
Liriope muscari
Liriope
Muhlenbergia rigens
Deer Grass
Salvia greggii
Autumn Sage

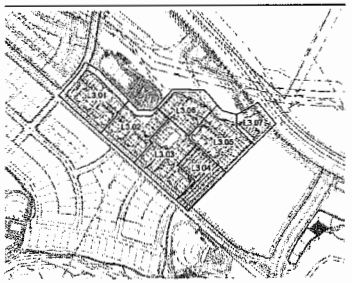
MISCELLANEOUS
BOTANICAL / COMMON NAME

3" MINUS ROCK MULCH

Cynodon dactylon 'Tahoma 419'
Tif 419 Bermuda Sod

NOTE:
• Tags for registered or trademarked (®, ™) material are to remain on plants.

KEY MAP



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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO:	21000681
DATE:	06/10/2021
DRAWN:	CP
REVIEWED:	SB

REVISIONS
1
2
3
4
5

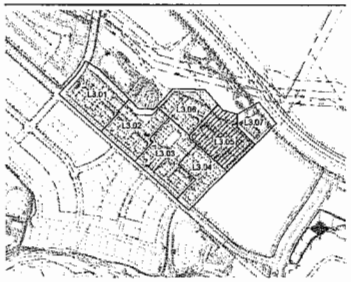
PLANTING PLAN

L3.04

xx 55xx

CLIENT REVIEW

KEY MAP



LANDSCAPE KEYNOTES

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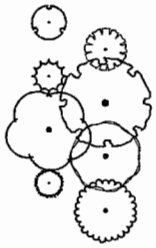
5. UNDERGROUND UTILITY - REF CIVIL DWGs
6. SEDIMENT BASIN - REF CIVIL DWGs

LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME

Chilopsis linearis
Desert Willow

Lagerstroemia x 'Natchez'
White Crape Myrtle Multi-Trunk

Magnolia grandiflora 'Little Gem'
Little Gem Dwarf Southern Magnolia

Platanus Mexicana
Mexican Sycamore

Quercus polymorpha
Mexican White Oak

Quercus virginiana
Southern Live Oak

Sophora secundiflora
Texas Mountain Laurel

Ulmus crassifolia
Cedar Elm

SHRUBS & ACCENTS
BOTANICAL / COMMON NAME

Agave ovatifolia
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Bicolor Iris
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Autumn Sage
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Twisted Leaf Yucca

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Liriope
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Deer Grass
Salvia greggii
Autumn Sage

MISCELLANEOUS
BOTANICAL / COMMON NAME

1" MINUS ROCK MULCH

Cynodon dactylon 'Tinway 419'
Tif 419 Bermuda Sod

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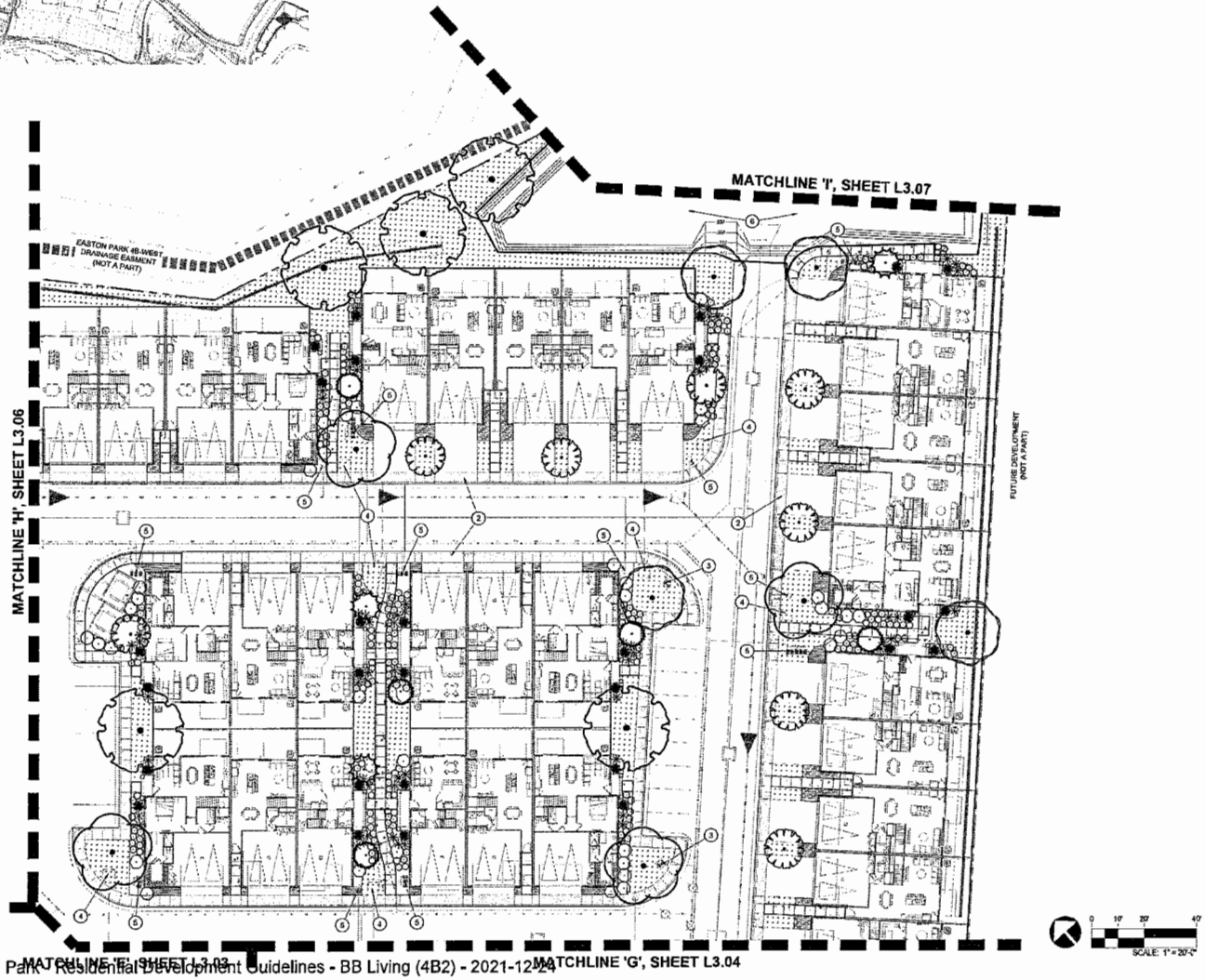

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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO :	21000881
DATE :	06/10/2021
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REVIEWED:	SB

REVISIONS
1
2
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4

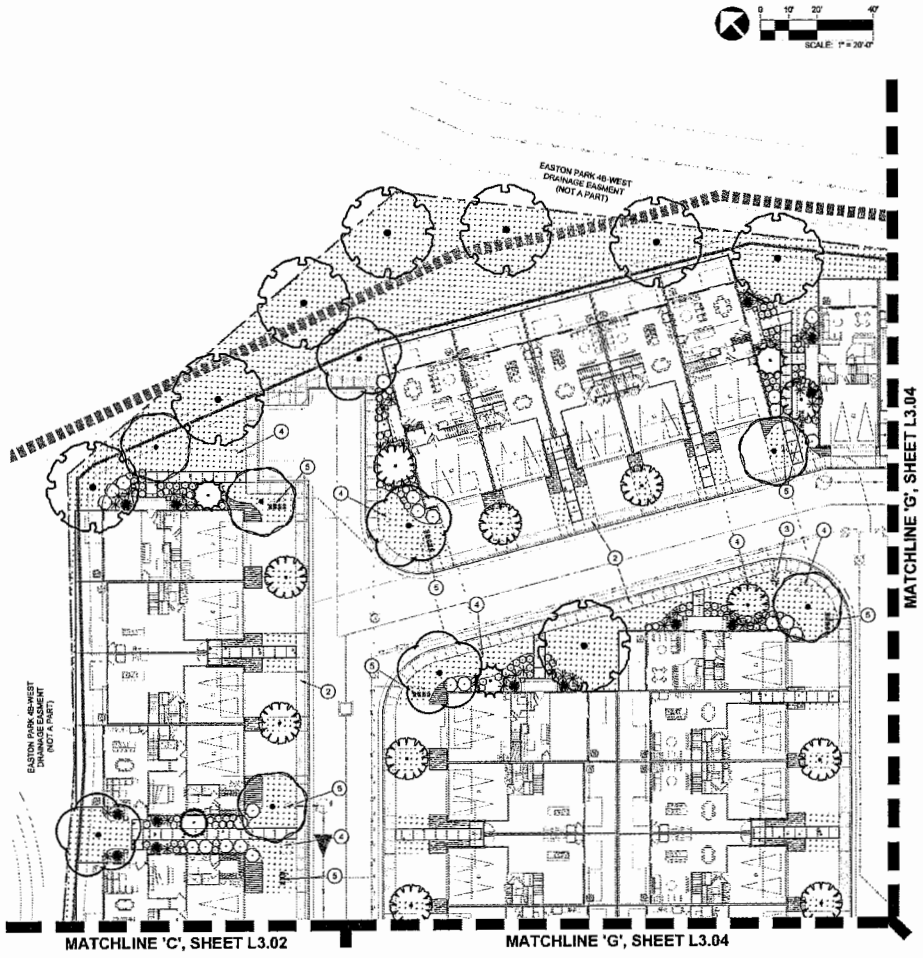
PLANTING PLAN

L3.05

xx 56xx

CLIENT REVIEW

2022066931 Page 67 of 69



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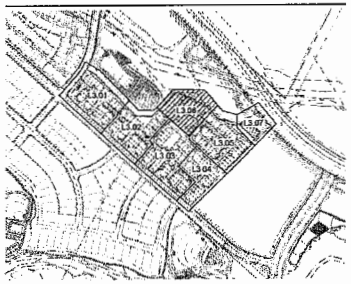
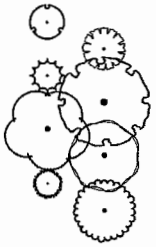
KEY MAP



LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME

Chilopsis linearis
Desert Willow

Lagerstroemia x 'Natchez'
White Crape Myrtle Multi-Trunk

Magnolia grandiflora 'Little Gem'
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Platanus Mexicana
Mexican Sycamore

Quercus polymorpha
Mexican White Oak

Quercus virginiana
Southern Live Oak

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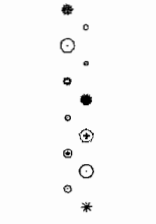
Texas Mountain Laurel

Ulmus crassifolia
Cedar Elm



SHRUBS & ACCENTS
BOTANICAL / COMMON NAME

Agave celsiifolia
Whale's Tongue Agave
Buxus microphylla japonica 'Green Beauty'
Green Beauty Boxwood
Cotoneaster glaucophyllus
Grayleaf Cotoneaster
Dietes bicolor
Bicolor Iris
Hesperaloe parviflora
Red Yucca
Muhlenbergia dubioides 'El Toro'
Bullgrass
Muhlenbergia rigens
Deer Grass
Myrica cerifera
Wax Myrtle
Opuntia ellisiana
Spineless Prickly Pear
Podocarpus macrophyllus
Yew Pine
Salvia greggii 'Red'
Autumn Sage
Yucca rupicola
Twisted Leaf Yucca

GROUNDCOVER
BOTANICAL / COMMON NAME

Chasmanthium latifolium
Inland Sea Oats
Lantana montevidensis 'Purple'
Trailing Lantana
Liriope muscari
Liriope
Muhlenbergia rigens
Deer Grass
Salvia greggii
Autumn Sage

MISCELLANEOUS
BOTANICAL / COMMON NAME

MINUS ROCK MULCH

Lyndon dactylon 'Tahoy 419'
Tif 419 Bermuda Sod

NOTE:
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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO :	21000881
DATE :	08/10/2021
DRAWN:	GP
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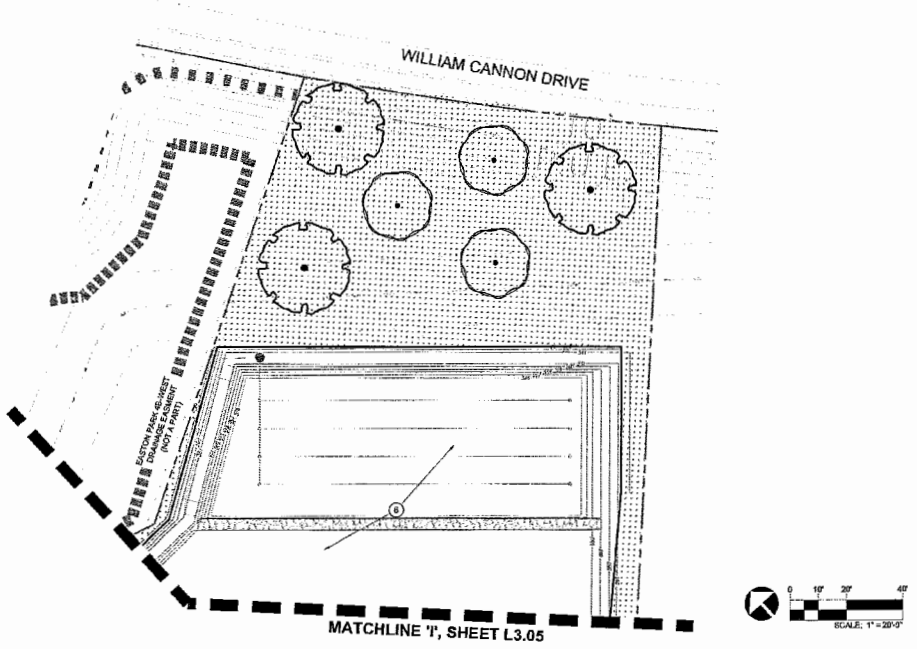
REVISIONS
1
2
3
4
5

PLANTING PLAN

L3.06

xx 57xx

CLIENT REVIEW



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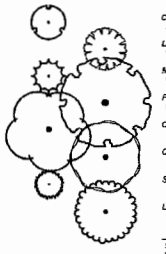
LANDSCAPE PALETTE



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Desert Willow

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Quercus polymorpha
Mexican White Oak

Quercus virginiana
Southern Live Oak

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Texas Mountain Laurel

Ulmus crassifolia
Cedar Elm

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Buxus macrophylla japonica 'Green Beauty'
Green Beauty Boxwood
Cotoneaster glaucophyllus
Graylcat Cotoneaster
Dietes bicolor
Bicolor Iris
Hesperaloe parviflora
Red Yucca
Muhlenbergia emersleyi 'El Toro'
Bullgrass
Muhlenbergia rigens
Deer Grass
Myrica cerifera
Wax Myrtle
Opuntia ellisiana
Spineless Prickly Pear
Podocarpus macrophyllus
Yew Pine
Salvia greggii 'Red'
Autumn Sage
Yucca rupicola
Twisted Leaf Yucca

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Lantana montevidensis 'Purple'
Trailing Lantana
Liriope muscari
Liriope
Muhlenbergia rigens
Deer Grass
Salvia greggii
Autumn Sage

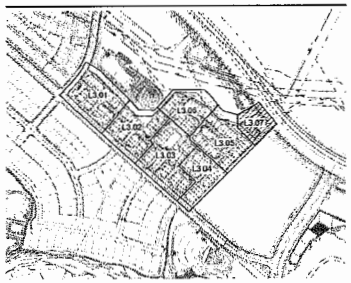
MISCELLANEOUS
BOTANICAL / COMMON NAME

2" MINUS ROCK MULCH

Cynodon dactylon 'Tiwwy 419'
Tif 419 Bermuda Sod

NOTE:
• Tags for registered or trademarked (®, ™) material are to remain on plants.

KEY MAP



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BB LIVING AT EASTON PARK

AUSTIN, TEXAS

PROJECT NO :	21000881
DATE :	08/10/2021
DRAWN:	CP
REVIEWED:	SS

REVISIONS
1
2
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5

PLANTING PLAN

L3.07

xx 58xx

CLIENT REVIEW

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Feb 10, 2022 10:54 AM Fee: $62.00
2022025465
Electronically Recorded

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NOTICE OF DEDICATORY INSTRUMENTS
for
EASTON PARK MASTER COMMUNITY, INC.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Easton Park Master Community, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:

   a. Easton Park, Section 1A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201500121 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

   b. Easton Park Section 1B Amended Plat, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201700270 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

   c. Easton Park, Section 1C, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201600197 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

   d. Easton Park, Section 1C, Phase 2, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201700293 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

   e. Easton Park Subdivision, Section 2A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201600229 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

   f. Easton Park Subdivision, Section 2A.2, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201700253 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

   g. Easton Park, Section 2A, Phase 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's

Unofficial Document

File No. 202100033 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

h. Easton Park, Section 2A, Phase 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 202100034 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

i. Easton Park, Section 2B, Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201700302 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

j. Easton Park, Section 2B, Phase 2, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201900102 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

k. Easton Park, Section 2B, Phase 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201700307 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

l. Mirabel Park, Phase 1 Easton Park Section 2C, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 201900209 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

m. Mirabel Park, Phase 2 Easton Park Section 2C, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 202000104 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

n. Easton Park, Section 3A, Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 202100134 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

o. Easton Park, Section 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 202000215 of the Official Public Records of Travis County, Texas, and all amendments thereto and replats thereof, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows. This recitation may not include further restrictive covenant documents, amendments and supplements governing the Property:

a. Documents:

Unofficial Document

(1) Easton Park Amended and Restated Master Covenant *[Residential]*.

(2) Easton Park First Amendment to Amended and Restated Master Covenant.

(3) Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*.

(4) Easton Park First Supplement to Development Area Declaration *[Single-Family Residential]*.

(5) Easton Park Supplement to Amended and Restated Development Area Declaration *[Single-Family Residential] [Section 2A]*.

(6) Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*.

(7) Easton Park Declaration of Covenants and Restrictions Regarding Affordable Housing.

(8) Easton Park Development Area Declaration *[Multi-Family]*.

(9) Easton Park Amended and Restated Notice of Annexation *[Section 1A]*.

(10) Easton Park Amended and Restated Notice of Annexation [Section 1B] *[Union Park West Condominiums]*.

(11) Easton Park Notice of Annexation *[Section 1C]*.

(12) Easton Park Notice of Annexation *[Section 1C, Phase 2]*.

(13) Easton Park Amended and Restated Notice of Annexation [EP Residential Condominiums].

(14) Easton Park Notice of Annexation *[Section 2A, Phase 3]*.

(15) Easton Park Notice of Annexation *[Section 2A, Phase 4]*.

(16) Easton Park Notice of Annexation *[Section 2B, Phase 1]*.

(17) Easton Park Notice of Annexation *[Section 2B, Phase 2]*.

(18) Easton Park Notice of Annexation *[Section 2B, Phase 3]*.

(19) Easton Park Mirabel Park Notice of Annexation *[Mirabel Park, Phase 1 Easton Park Section 2C]*.

(20) Easton Park Mirabel Park Notice of Annexation *[Mirabel Park, Phase 2 Easton Park Section 2C]*.

(21) Easton Park Skyline Park Notice of Annexation *[Section 3A, Phase 1]*.

UNOFFICIAL DOCUMENT

(22) Easton Park Notice of Annexation *[Section 4A]*.

(23) Easton Park Notice of Annexation *[Residential]*.

b. Recording Information:

(1) Travis County Clerk's File No. 2016027307.

(2) Travis County Clerk's File No. 2019199893.

(3) Travis County Clerk's File No. 2016027353.

(4) Travis County Clerk's File No. 2017202751.

(5) Travis County Clerk's File No. 2018045961.

(6) Travis County Clerk's File No. 2016027463.

(7) Travis County Clerk's File No. 2021273071.

(8) Travis County Clerk's File No. 2021273063.

(9) Travis County Clerk's File No. 2016028051.

(10) Travis County Clerk's File No. 2019179246.

(11) Travis County Clerk's File No. 2016206243.

(12) Travis County Clerk's File No. 2018001570.

(13) Travis County Clerk's File No. 2019174722.

(14) Travis County Clerk's File No. 2021040055.

(15) Travis County Clerk's File No. 2021040057.

(16) Travis County Clerk's File No. 2017202427.

(17) Travis County Clerk's File No. 2019082440.

(18) Travis County Clerk's File No. 2017204669.

(19) Travis County Clerk's File No. 2019162822.

(20) Travis County Clerk's File No. 2020090078.

(21) Travis County Clerk's File No. 2021125811.

(22) Travis County Clerk's File No. 2020184638.

(23) Travis County Clerk's File No. 2021275351.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Travis County, Texas:

a. Document:

Unofficial Document

(1) Easton Park Master Residential Design Guidelines.

(2) Easton Park Supplemental Residential Design Guidelines [Section 1A].

(3) Easton Park First Amendment to Supplemental Residential Design Guidelines [Section 1A].

(4) Easton Park Supplemental Residential Design Guidelines [Section 1C].

(5) Easton Park Supplemental Residential Design Guidelines [Section 2C, Phase 1, and Section 2C, Phase 2].

(6) Easton Park Amended and Restated Adoption of Working Capital Assessment *[Residential]*.

(7) Easton Park Third Amended and Restated Policy Manual *[Residential]*.

b. Recording Information:

(1) Travis County Clerk's File No. 2015031273.

(2) Travis County Clerk's File No. 2015097525.

(3) Travis County Clerk's File No. 2015165024.

(4) Travis County Clerk's File No. 2016150807.

(5) Travis County Clerk's File No. 2021025980.

(6) Travis County Clerk's File No. 2015192019.

(7) Travis County Clerk's File No. 2019095069.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following document is a Dedicatory Instrument governing the Association:

- **Amendment to the Master Residential Design Guidelines for Easton Park Master Community, Inc.**

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

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

Unofficial Document

Executed on this 10th day of February, 2022.

EASTON PARK MASTER COMMUNITY, INC.

By: _____
Clinton F. Brown, authorized representative

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 10th day of February, 2022 personally appeared Clinton F. Brown, authorized representative of Easton Park Master Community, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

_____
Notary Public in and for the State of Texas

KATHERINE JONES
NOTARY ID #13294650-7
My Commission Expires
March 01, 2025

UNOFFICIAL DOCUMENT

AMENDMENT
to the
MASTER RESIDENTIAL DESIGN GUIDELINES
for
EASTON PARK MASTER COMMUNITY, INC.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, Chad Matheson, Chief Financial Officer of Carma Easton, LLC, a Texas limited liability company, Declarant of Easton Park Master Community, Inc., a Texas non-profit corporation (the "Association"), do hereby certify that the following Amendment to the Master Residential Design Guidelines for Easton Park Master Community, Inc. was approved by Declarant.

RECITALS:

1. The Declarant previously adopted Master Residential Design Guidelines for the Association, which guidelines are set forth in that certain document entitled "Easton Park Master Residential Design Guidelines" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2015031273 ("Master Residential Design Guidelines").

2. Article IV of the Master Residential Design Guidelines entitled "Amendments" states that during the Development Period, the Master Residential Design Guidelines may be amended by the Declarant and thereafter, may be amended by the Easton Park Reviewer.

3. The Development Period is still in effect and Declarant desires to amend the Master Residential Design Guidelines.

WITNESSETH:

1. Article V of the Master Residential Design Guidelines is amended to add Section F entitled "Application Fee and Construction Deposits" to read as follows:

F. Application Fee and Construction Deposits

When an Owner submits an application to the Easton Park Reviewer for approval, the submission must include an Application Fee. An application must be submitted for any change to a previously approved application. The Application Fee and related construction deposits will be as follows:

Unofficial Document

Project	Application Fee	Deposit (Refundable)	Examples
Refresh of existing planting areas or exterior elements of home	$35	none	Plant/tree replacement, screening, door repaint, planting bed edging, gutters, planter boxes, playscapes, and gutters
Addition of a structure or hardscape change	$35	$250	Pergolas, sheds, patio extensions, decks, spas, artificial turf, granite or stone paths, lighting, gates, and solar panels
Repainting of exterior of home	$35	$500	Full-house repainting in a different color
Full redesign of front and/or rear of lot	$35	$500	Full landscape and hardscape re-design with multiple changes proposed.
Pools	$35	$500	Installation of a pool of any size
Roof replacement	$35	$500	Replacement of existing roofing material in something other than what was originally installed
Common Area/Greenbelt Access		$1000	Required when project requires ingress/egress thru a common area or greenbelt

All other provisions of the Master Residential Design Guidelines of the Association remain in full force and effect. This Amendment to the Master Residential Design Guidelines will be effective as of the date it is filed in the Official Public Records of Real Property of Travis County, Texas.

I hereby certify that I am the duly elected, qualified and acting officer of Carma Easton, LLC, Declarant of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

CARMA EASTON, LLC,
a Texas limited liability company

By: _____

Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 7th day of February 2022, personally appeared Chad Matheson, Chief Financial Officer of Carma Easton, LLC, as Declarant of Easton Park Master Community, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

_____
Notary Public in and for the State of Texas

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Jul 15, 2022 10:35 AM Fee: $42.00
2022122694
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

AMENDMENT TO MASTER RESIDENTIAL DESIGN GUIDELINES

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

AMENDMENT TO MASTER RESIDENTIAL DESIGN GUIDELINES

This Amendment to the Master Residential Design Guidelines (the "**Amendment**") for Easton Park is made by Carma Easton LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended from time to time (the "**Master Covenant**").

B. Declarant previously executed and recorded that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273 in the Official Public Records of Travis County, Texas, as amended from time to time (the "**Master Residential Design Guidelines**").

C. Article IV of the Master Residential Design Guidelines provides that the Master Residential Design Guidelines may be amended by Declarant acting alone and unilaterally during the Development Period. The Development Period has not expired or been terminated.

D. Pursuant to the Recordation of this Amendment, Declarant desires to and hereby so does amend the Master Residential Design Guidelines as set forth in this Amendment.

E. Upon Recordation of this Amendment, those portions of the Property which were already made subject to the Master Residential Design Guidelines are and shall continue to be encumbered by the terms and conditions of the Master Residential Design Guidelines, as amended by this Amendment. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Master Residential Design Guidelines and every amendment thereto.

NOW THEREFORE, the Master Residential Design Guidelines are hereby amended as follows:

1. Addition to Article VII, Section (G). Section G. in Article VII of the Master Residential Design Guidelines is supplemented by adding the following Paragraph "*Pet Fencing*" to Section G.:

Pet Fencing. Pet fencing may have pickets at two inches (2") on center and up to two feet (2') from the bottom of the fence. Approved fencing examples are shown on **Attachment 1.**

2. Addition to Article VII, Section (G). Section G. in Article VII of the Master Residential Design Guidelines is supplemented by adding the following section to the "*Prohibited Elements*" Section in Article VII, Section G. of the Master Residential Design Guidelines:

Prohibited Elements:

- Polyurethane mesh netting shall not be used as fence screening. The Easton Park Reviewer has the sole discretion to determine compliance with this Section.

3. Exterior Lighting. The following Section is added to the "*Prohibited Elements*" Section in Article VII, Section K. of the Master Residential Design Guidelines:

Prohibited Elements:

- String lights, sometimes referred to as Edison bulb string lights, fairy lights and/or party lights are prohibited. The Easton Park Reviewer has the sole discretion to determine compliance with this Section.

4. Definitions. All capitalized terms shown in this Amendment shall have their meaning as expressed under the Master Covenant or the Master Residential Design Guidelines unless otherwise indicated herein.

5. No Other Modifications. Except as expressly modified by this Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Master Residential Design Guidelines shall continue in full force and effect.

[Signature page to follow]

[EXECUTION PAGE TO AMENDMENT TO MASTER RESIDENTIAL DESIGN GUIDELINES]

Executed to be effective upon Recording.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of July, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

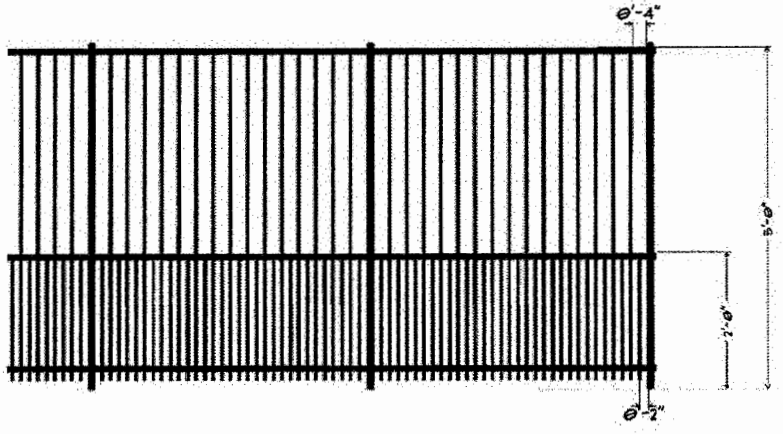
_____
Notary Public, State of Texas

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

ATTACHMENT 1
PET FENCING SPECIFICATIONS

Pet Containment Fence.

The "puppy pickets" may extend no further than two feet (2') in height of the overall fence, and shall have spacing between pickets of no less than two inches (2") on the lower portion. The maximum fence height for a pet containment fence is five feet (5').



(b) **Fencing for backyards cover no more of the property than the following:**

Starting at the rearmost corners of the house, the fencing may extend to the property lines on the right and left side of the house at right angles and then down the side property lines to the rear property line. The two sides then can be connected by a section that runs along the rear property line. On properties where the corner of the house is a patio, the fencing may start where the back of the patio meets the house.

SLOPES
Fencing panels shall run horizontally in a stairstep pattern along sloping terrain.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Oct 12, 2023 04:48 PM Fee: $50.00
2023117095
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

VARIANCE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[LOTS 27, 28, AND 29, BLOCK B IN SECTION 1C, PHASE 3]

Declarant: Carma Eason LLC, a Texas limited liability company

Cross reference to that Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas (the "**Master Covenant**"); that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**"); and that certain Easton Park Supplemental Residential Design Guidelines [Section 1C], recorded as Document No. 2016150807, in the Official Public Records of Travis County, Texas (the "**Supplemental Residential Design Guidelines**"), each as may be amended from time to time.

EASTON PARK

VARIANCE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[LOTS 27, 28, AND 29, BLOCK B IN SECTION 1C, PHASE 3]

This Variance to the Easton Park Supplemental Residential Design Guidelines [Section 1C] (the "**Variance to Design Guidelines**"), is made by **Carma Easton LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant has caused to be Recorded the Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), that certain Easton Park Master Residential Design Guidelines, recorded as Document No. 2015031273, in the Official Public Records of Travis County, Texas (the "**Development Design Guidelines**"), and that certain Easton Park Supplemental Residential Design Guidelines [Section 1C], recorded as Document No. 2016150807, in the Official Public Records of Travis County, Texas (the "**Supplemental Residential Design Guidelines**").

B. Pursuant to *Section 6.04(d)* of the Master Covenant, the Declarant, as the Easton Park Reviewer, may grant variances from compliance with restrictions on any of the provisions of the Documents.

C. *Section 6.01* of the Master Covenant provides that until the expiration of the Development Period (as defined therein), the Easton Park Reviewer is the Declarant or its designee.

NOW, THEREFORE, the following is hereby declared:

1. Variance is Approved. In accordance with *Section 6.04(d)* of the Master Covenant, Declarant, as the Easton Park Reviewer, hereby grants a variance from Documents and Supplemental Residential Design Guidelines for the following Lots:

(a) Declarant, as the Easton Park Reviewer has approved "PLAN 5022 LF" for Lot 27, Block B in EASTON PARK SECTION 1C, PHASE 3, according to the map or plat recorded as Document No. 202200139 in the Official Public Records of Travis County, Texas (commonly referred to as 7304 Sentry Path, Austin, Texas 78744) as provided in Exhibit "A" attached hereto and incorporated by reference herein;

(b) Declarant, as the Easton Park Reviewer has approved "PLAN 50-5015 LF" for Lot 28, Block B in EASTON PARK SECTION 1C, PHASE 3, according to the map or plat recorded as Document No. 202200139 in the Official Public Records of Travis County, Texas (commonly referred to as 7308 Sentry Path, Austin, Texas 78744) as provided in Exhibit "B" attached hereto and incorporated by reference herein; and

(c) Declarant, as the Easton Park Reviewer has approved "PLAN 4022 LF" for Lot 29, Block B in EASTON PARK SECTION 1C, PHASE 3, according to the map or plat recorded as Document No. 202200139 in the Official Public Records of Travis County, Texas (commonly referred to as 7316 Sentry Path, Austin, Texas 78744) as provided in Exhibit "C" attached hereto and incorporated by reference herein.

Complete copies of the approved plans for each of the Lots identified above are on file with the Easton Park Reviewer.

2. The granting of this Variance shall not operate to waive or amend any of the terms and provisions of the Documents for any purpose, *except as described herein*. This Variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

[Signature page follows].

[SIGNATURE PAGE TO VARIANCE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES [LOTS 27, 28, AND 29, BLOCK B IN SECTION 1C, PHASE 3]]

Executed to be effective upon the date of Recording.

Adopted by:
DECLARANT AS THE EASTON PARK REVIEWER:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

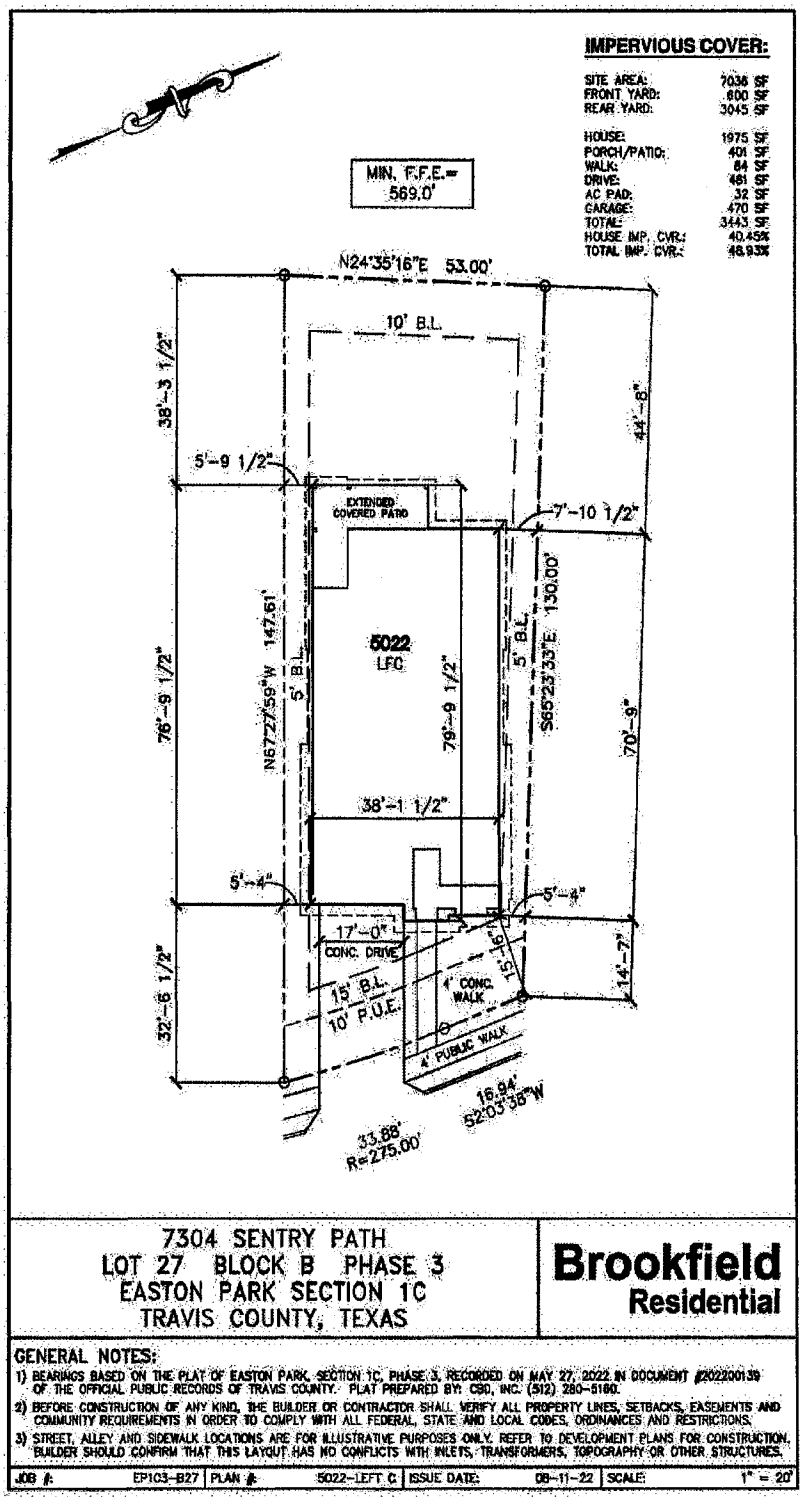
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 12th day of October, 2023, by Chad Matheson, as Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)
JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128649950

_____
Notary Public, State of Texas

Exhibit "A"



7304 SENTRY PATH
LOT 27 BLOCK B PHASE 3
EASTON PARK SECTION 1C
TRAVIS COUNTY, TEXAS

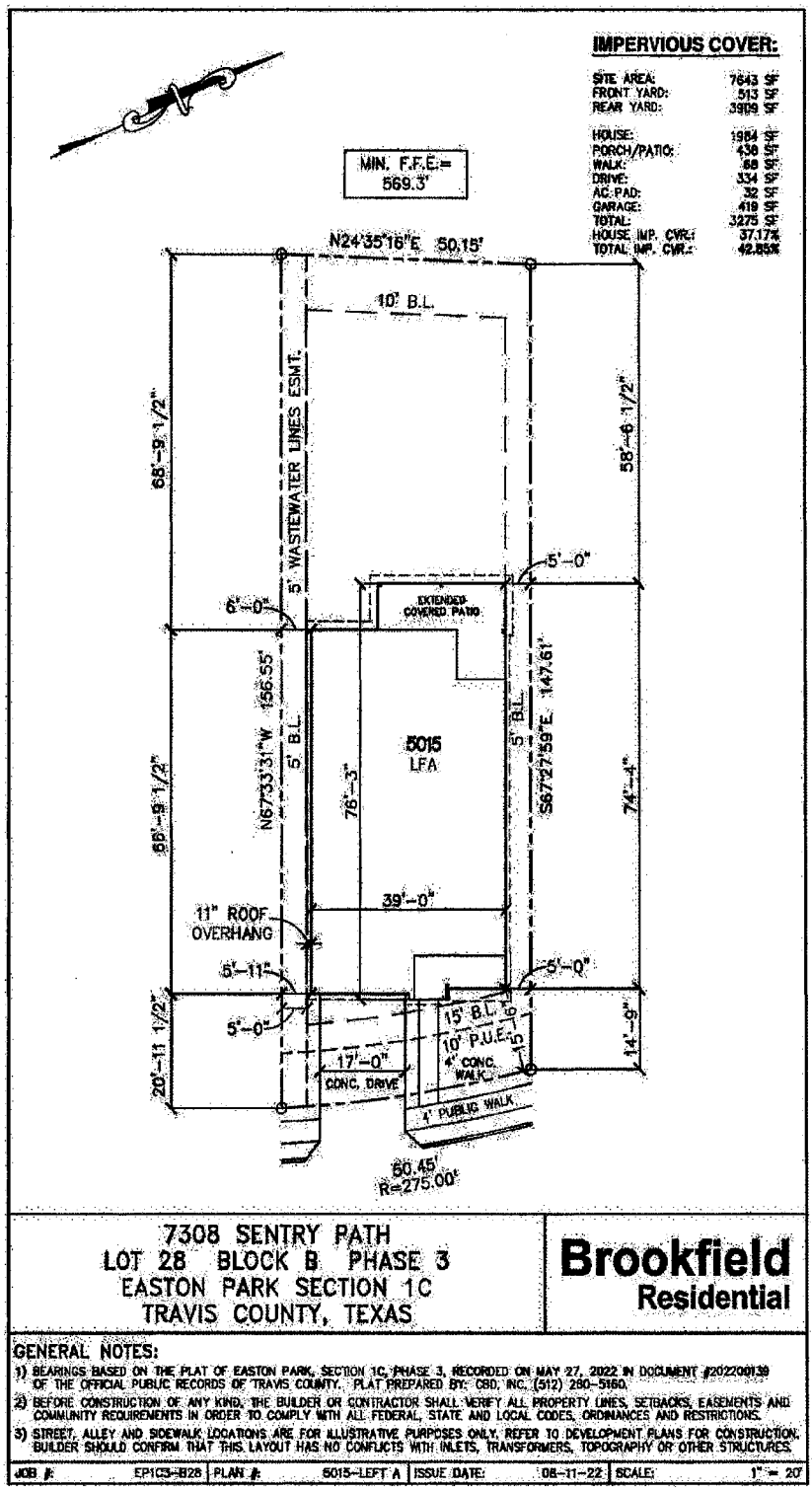
Brookfield Residential

GENERAL NOTES:

1) BEARINGS BASED ON THE PLAT OF EASTON PARK, SECTION 1C, PHASE 3, RECORDED ON MAY 27, 2022 IN DOCUMENT #202200139 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. PLAT PREPARED BY: CSD, INC. (512) 280-5160.
2) BEFORE CONSTRUCTION OF ANY KIND, THE BUILDER OR CONTRACTOR SHALL VERIFY ALL PROPERTY LINES, SETBACKS, EASEMENTS AND COMMUNITY REQUIREMENTS IN ORDER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL CODES, ORDINANCES AND RESTRICTIONS.
3) STREET, ALLEY AND SIDEWALK LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO DEVELOPMENT PLANS FOR CONSTRUCTION. BUILDER SHOULD CONFIRM THAT THIS LAYOUT HAS NO CONFLICTS WITH INLETS, TRANSFORMERS, TOPOGRAPHY OR OTHER STRUCTURES.

JOB #:	EP103-B27	PLAN #:	5022-LEFT C	ISSUE DATE:	08-11-22	SCALE:	1" = 20'

Exhibit "B"



7308 SENTRY PATH
LOT 28 BLOCK B PHASE 3
EASTON PARK SECTION 1C
TRAVIS COUNTY, TEXAS

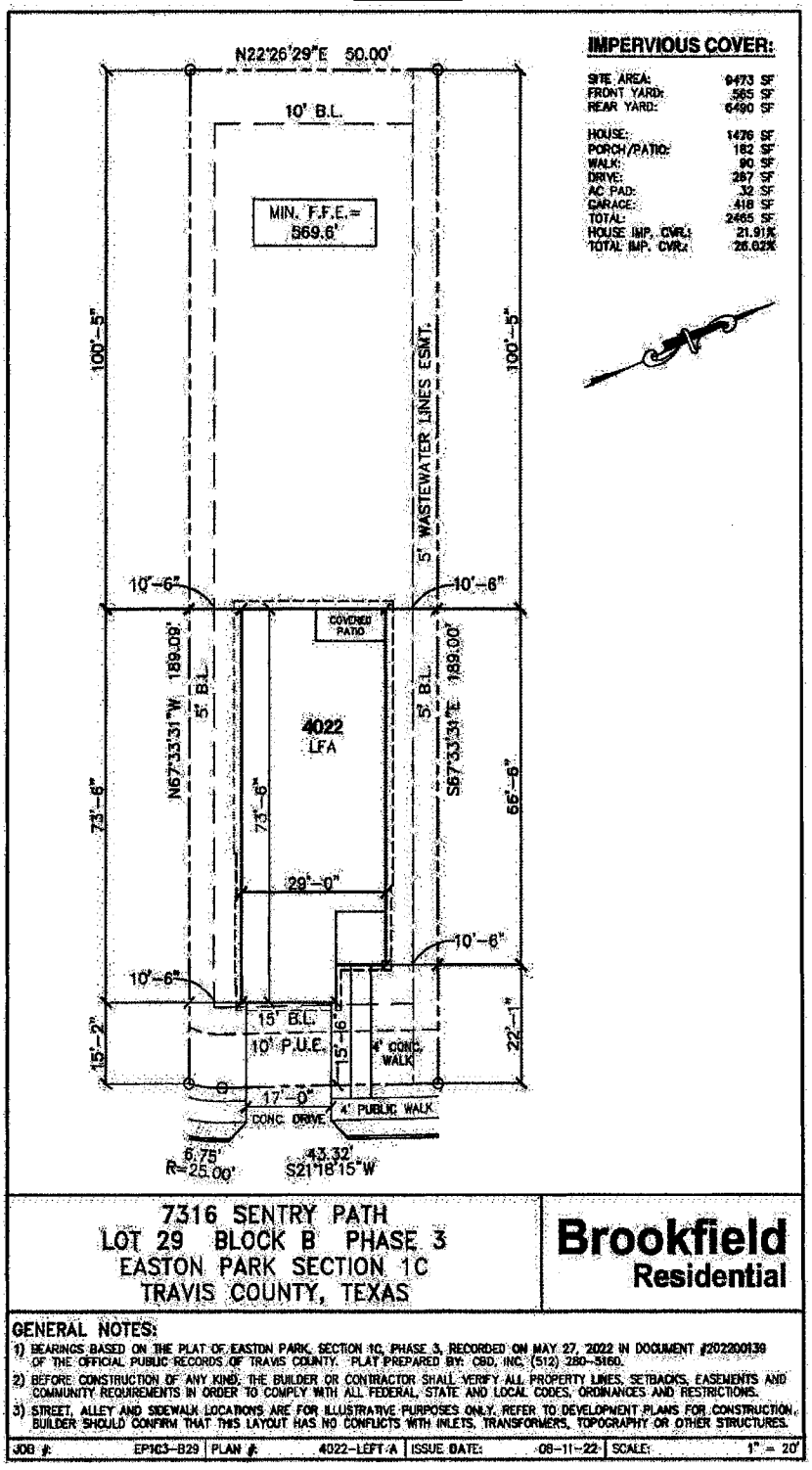
Brookfield Residential

GENERAL NOTES:

1) BEARINGS BASED ON THE PLAT OF EASTON PARK, SECTION 1C, PHASE 3, RECORDED ON MAY 27, 2022 IN DOCUMENT #202200139 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. PLAT PREPARED BY: CBD, INC. (512) 280-5160.
2) BEFORE CONSTRUCTION OF ANY KIND, THE BUILDER OR CONTRACTOR SHALL VERIFY ALL PROPERTY LINES, SETBACKS, EASEMENTS AND COMMUNITY REQUIREMENTS IN ORDER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL CODES, ORDINANCES AND RESTRICTIONS.
3) STREET, ALLEY AND SIDEWALK LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO DEVELOPMENT PLANS FOR CONSTRUCTION. BUILDER SHOULD CONFIRM THAT THIS LAYOUT HAS NO CONFLICTS WITH INLETS, TRANSFORMERS, TOPOGRAPHY OR OTHER STRUCTURES.

JOB #:	EP1C3-828	PLAN #:	5015-LEFT A	ISSUE DATE:	08-11-22	SCALE:	1" = 20'

Exhibit "C"



7316 SENTRY PATH
LOT 29 BLOCK B PHASE 3
EASTON PARK SECTION 1C
TRAVIS COUNTY, TEXAS

Brookfield Residential

GENERAL NOTES:

1) BEARINGS BASED ON THE PLAT OF EASTON PARK, SECTION 1C, PHASE 3, RECORDED ON MAY 27, 2022 IN DOCUMENT #202200139 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. PLAT PREPARED BY: CBD, INC. (512) 280-5160.
2) BEFORE CONSTRUCTION OF ANY KIND, THE BUILDER OR CONTRACTOR SHALL VERIFY ALL PROPERTY LINES, SETBACKS, EASEMENTS AND COMMUNITY REQUIREMENTS IN ORDER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL CODES, ORDINANCES AND RESTRICTIONS.
3) STREET, ALLEY AND SIDEWALK LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO DEVELOPMENT PLANS FOR CONSTRUCTION. BUILDER SHOULD CONFIRM THAT THIS LAYOUT HAS NO CONFLICTS WITH INLETS, TRANSFORMERS, TOPOGRAPHY OR OTHER STRUCTURES.

JOB #:	EP1C3-B29	PLAN #:	4022-LEFT-A	ISSUE DATE:	08-11-22	SCALE:	1" = 20'

ELECTRONICALLY RECORDED 2015192019

TRV 4 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Emily A. Jung, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT *[RESIDENTIAL]*

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to Easton Park Master Covenant, recorded as Document No. 2015030792 in the Official Public Records of Travis County, Texas, as amended, and that certain Easton Park Adoption of Working Capital Assessment [Residential], recorded as Document No. 2015031610 in the Official Public Records of Travis County, Texas.

EASTON PARK

AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT [RESIDENTIAL]

The following Amended and Restated Adoption of Working Capital Assessment (the "**Adoption of Working Capital Assessment**") is made pursuant to *Section 5.08* of that certain Easton Park Master Covenant, recorded under Document No. 2015030792, Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**") by **CARMA EASTON LLC**, a Texas limited liability company (the "**Declarant**"), and amends and restates in its entirety that certain Easton Park Adoption of Working Capital Assessment [Residential], recorded under Document No. 2015031610, Official Public Records of Travis County, Texas. The Adoption of Working Capital Assessment is as follows:

1. Working Capital Assessment. In accordance with *Section 5.08* of the Master Covenant, Declarant adopts a working capital assessment (the "**Working Capital Assessment**") in an amount equal to Three Hundred and No/100 Dollars ($300.00). The Working Capital Assessment applies to all Lots and Condominium Units subject to the Master Covenant unless otherwise exempt pursuant to *Section 5.08* of the Master Covenant.

2. Subject to Change. The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by Declarant, until expiration or termination of the Development Period, and the Board thereafter.

3. Capitalized Terms. Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED TO BE EFFECTIVE on the 3 day of DECEMBER 2015.

DECLARANT:

CARMA EASTON, LLC, a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 3 day of December 2015, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

FAITH GARDNER
Notary Public, State of Texas
My Commission Expires
March 13, 2019

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
December 04 2015 11:51 AM
FEE: $ 38.00 **2015192019**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 15, 2022 01:46 PM Fee: $34.00
2022192193
Electronically Recorded

After Recording, Return To:
McLean & Howard, L.L.P.
William P. McLean
Leslie Keyser
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

SECOND AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT *[RESIDENTIAL]*

A Mixed Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to *Easton Park Master Covenant [Residential]*, recorded as Document No. 2015030792 in the Official Public Records of Travis County, Texas, as amended from time to time; that certain *Easton Park Adoption of Working Capital Assessment [Residential]*, recorded as Document No. 2015031610 in the Official Public Records of Travis County, Texas; and that certain *Amended and Restated Adoption of Working Capital Assessment [Residential]*, recorded under Document No. 2015192019, Official Public Records of Travis County, Texas.

EASTON PARK

SECOND AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT *[RESIDENTIAL]*

The following *Second Amended and Restated Adoption of Working Capital Assessment* (the "**Adoption of Working Capital Assessment**") is made pursuant to *Section 5.08* of that certain *Easton Park Master Covenant [Residential]*, recorded under Document No. 2015030792, Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**") by **CARMA EASTON LLC,** a Texas limited liability company (the "**Declarant**"), and **amends and restates** in their entirety that certain *Easton Park Adoption of Working Capital Assessment [Residential],* recorded under Document No. 2015031610, Official Public Records of Travis County, Texas and that certain *Amended and Restated Adoption of Working Capital Assessment [Residential],* recorded under Document No. 2015192019, Official Public Records of Travis County, Texas.

The Adoption of Working Capital Assessment is as follows:

1. Working Capital Assessment. In accordance with *Section 5.08* of the Master Covenant, Declarant adopts a working capital assessment (the "**Working Capital Assessment**") in an amount equal to **six (6) months of monthly Regular Assessments.** The Working Capital Assessment applies to all Lots and Condominium Units subject to the Master Covenant unless otherwise exempt pursuant to *Section 5.08* of the Master Covenant.

2. Subject to Change. The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by Declarant, until expiration or termination of the Development Period, and the Board thereafter.

3. Capitalized Terms. Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

[Signature page to follow]

[EXECUTION PAGE TO SECOND AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT [RESIDENTIAL]]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

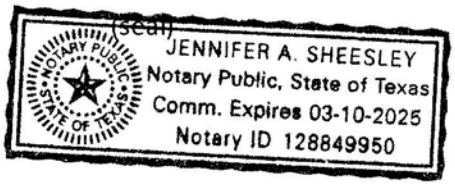
By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 12th day of December, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(Seal)



ELECTRONICALLY RECORDED 2018046546
TRV 10 PGS

DECLARATION REGARDING SIDEWALK AND ACCESS EASEMENT

THIS DECLARATION REGARDING SIDEWALK AND ACCESS EASEMENT (this "**Declaration**") is executed to be effective as of the 28th day of March, 2018 (the "**Effective Date**") by CARMA EASTON, LLC, a Texas limited liability company, its successors and assigns ("**Declarant**").

RECITALS

A. Declarant is the current owner of Lots 3 through 16, Block A of Easton Park Section 2A, according to the plat thereof recorded under Document No. 201600229 of the Official Public Records of Travis County, Texas (individually, a "**Lot**" and collectively, the "**Lots**").

B. The Lots will be developed as model homes by homebuilders (sometimes referred to herein individually as an "**Owner**" and collectively as "**Owners**") to be shown to prospective purchasers of residences within Easton Park and, in connection therewith, Declarant desires to subject portions of the Lots to the easements, covenants, conditions and restrictions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the easements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees and declares that the Lots shall be hereafter held, mortgaged, sold, used, developed, occupied, leased and conveyed subject to the easement rights, restrictions, covenants and conditions of this Declaration, subject to the Exceptions to Warranty, as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. When used in this Declaration, unless the context shall prohibit or otherwise require, the following terms shall have the following meanings (all definitions being applicable to the singular and plural forms of such terms):

"**Easement Tract**" is defined as those portions of the Lots more particularly described in Exhibit A and Exhibit B attached and incorporated herewith.

"**Easton Park Master Covenant**" is defined as that certain *Easton Park Amended and Restated Master Covenant* recorded under Document No. 2016027307 of the Official Public Records of Travis County, Texas, and any amendments, supplements, or restatements thereto.

"**Easton Park Development Area Declaration**" is defined as that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*], recorded as Document No.

2018045961 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

"**Exceptions to Warranty**" means those exceptions to Declarant's warranty of title to the Easement Tract including (i) any other validly existing and presently recorded non-exclusive access easements and rights-or way; (ii) any validly existing and recorded non-exclusive drainage and utility easements; (iii) any validly existing and presently recorded restrictive covenants and other instruments; and (iv) the Liens held by Grantor's Lienholder, subject to the execution of the attached Consent and Subordination.

"**Sidewalk Improvements**" means those sidewalk improvements which may include but shall not be limited to a concrete sidewalk and related landscaping, pavers, lighting, irrigation, and sprinkler improvements.

"**Sidewalk Permitted Use**" means ingress and egress, including, but not limited to, public, pedestrian access, and the right to construct, install, operate, plant, maintain, mow, replace, upgrade, repair, replant, remove, and make use of the Sidewalk Improvements over, upon, through, and across the Easement Tract.

"**Sidewalk Permitted Users**" means the Declarant, its successors and assigns, and the agents, employees, contractors, invitees, and guests of same, including, but not limited to, the traveling public.

Section 1.02. Other capitalized terms that are not otherwise defined in this Declaration shall have the meanings given to them in the Easton Park Master Covenant.

ARTICLE 2
SIDEWALK AND ACCESS EASEMENT

Section 2.01. Declarant hereby dedicates and grants to and for the benefit of the Sidewalk Permitted Users, a non-exclusive easement over, upon, through, and across the Easement Tract, for the Sidewalk Permitted Use (the "**Sidewalk Easement**"), subject to the Exceptions to Warranty.

Section 2.02. The duration of this Sidewalk Easement is perpetual.

ARTICLE 3
MISCELLANEOUS

Section 3.01. All notices or other communications required or permitted to be given under the terms of this Declaration shall be in writing, and sent by: (a) nationally recognized courier with evidence of receipt; (b) email with an original following by regular mail or overnight courier; or (c) deposited in the United States mail and sent by certified mail, postage prepaid, to such address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Declaration.

Section 3.02. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Lots other than the Sidewalk Easement specifically set forth herein.

Section 3.03. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

Section 3.04. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

Section 3.05. Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Sections refer to the Sections of this Declaration. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.

Section 3.06. This Declaration constitutes the entire agreement with respect to the subject matter thereof, and supersedes all prior agreements, written and oral.

[Signature and Acknowledgment Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the Effective Date.

CARMA EASTON, LLC,
a Texas limited liability company

By: _____
Printed Name: Eric Rome
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of March, 2018 by Eric Rome, Vice President of Carma Easton, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

EXHIBIT "A"

EASEMENT TRACT

0.343 ACRES (14,945 S.F.)
SANTIAGO DEL VALLE SURVEY
ABSTRACT NO. 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SANTAIGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOTS 3 THROUGH 9, BLOCK A, EASTON PARK, SECTION 2A, RECORDED IN DOCUMENT NUMBER 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.343 ACRE (14,945 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½" capped iron rod found in the south right-of-way line of Skytree Drive (60' R.O.W.), for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a ½" capped iron rod found in the south line of said Skytree Drive bears S75°51'28"W, a distance of 246.56 feet,

THENCE, N14°08'28"W, crossing said Skytree Drive, a distance of 60.00 feet to a ½" capped iron rod found in the north line of said Skytree Drive, same being at the easternmost corner of Lot 9, Block A of the above-mentioned Easton Park, Section 2A, also being at a common south corner of Lot 1, Block A of said Easton Park, Section 2A, for the **POINT OF BEGINNING** and southeast corner of the herein described tract of land,

THENCE, with the north line of said Skytree Drive, and the common south line of Lots 3 through 9 of said Easton Park, Section 2A, the following three (3) courses and distances, numbered 1 through 3,

1) S75°51'28"W, a distance of 246.56 feet to a ½" capped iron rod found, at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 270.00 feet, an arc length of 193.74 feet, and a chord that bears N83°35'08"W, a distance of 189.61 feet to a ½" capped iron rod found, and
3) N63°01'45"W, a distance of 70.63 feet to a ½" capped iron rod found, for the southwest corner of the herein described tract of land, same being an east corner of Lot 2, Block A of said Easton Park , Section 2A, also being the westernmost corner of said Lot 3,

THENCE, N26°58'15"E, with the east line of said Lot 2 and the common west line of said Lot 3, a distance of 30.00 feet to a calculated point, for the northwest corner of the herein described tract of land,

THENCE, over and across said Lots 3 through 9, the following three courses and distances, numbered 1 through 3,

1) S63°01'45"E, a distance of 70.63 feet to a calculated point, at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 240.00 feet, and arc length of 172.21 feet, and a chord that bears S83°35'08"E, a distance of 168.54 feet to a calculated point, and
3) N75°51'28"E, a distance of 242.56 feet to a calculated point, for the northeast corner of the herein described tract of land, same being in the west line of said Lot 1, also being in the east line of said Lot 9,

THENCE, S21°44'13"E, with the common line of said Lot 1 and Lot 9, a distance of 30.27 feet to the **POINT OF BEGINNING** and containing 0.343 acres (14,945 Square Feet) of land.

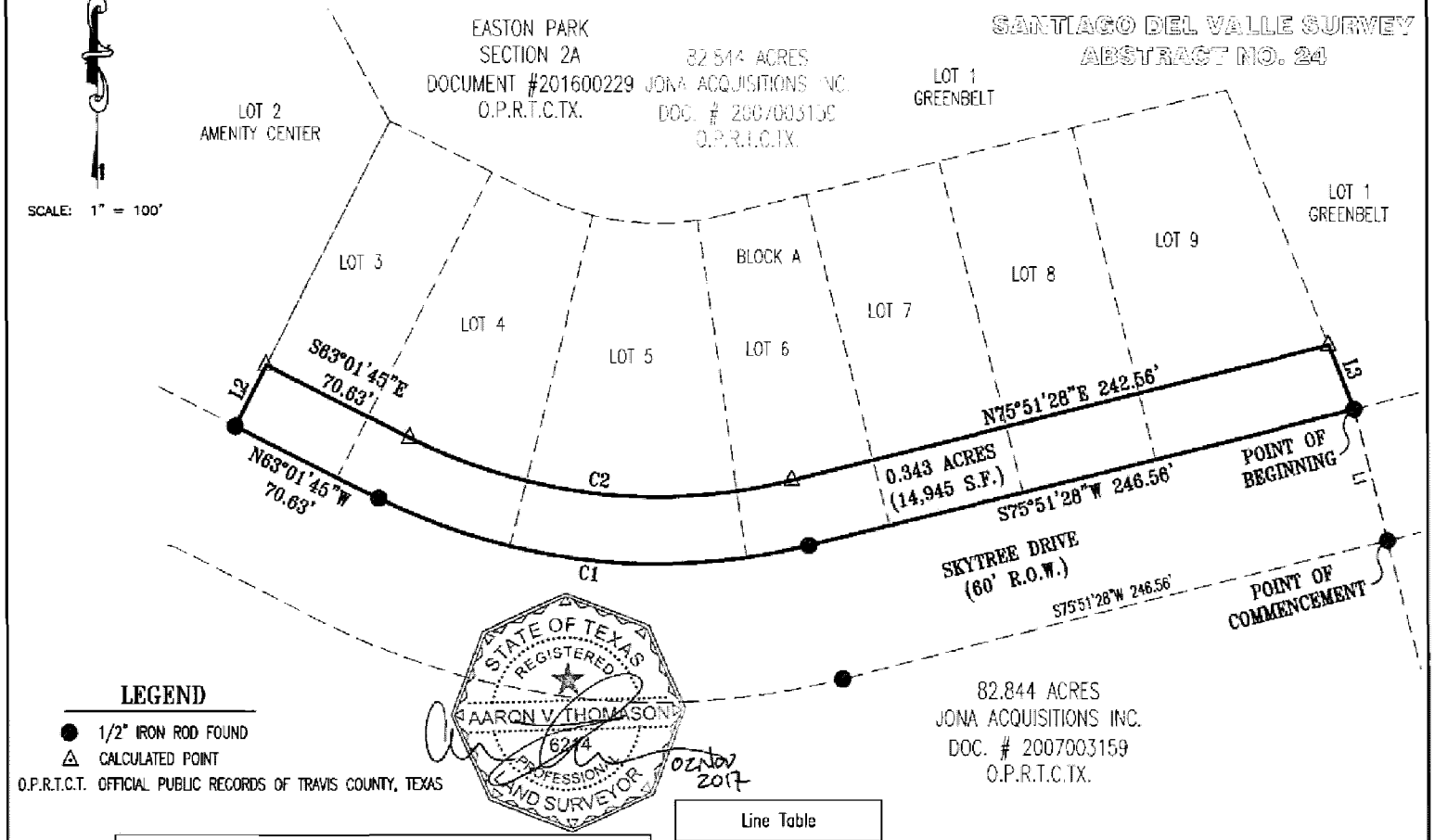
Surveyed by: _____ 02 NOV 2017

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com

BEARING BASIS: EASTON PARK, SECTION 2A, FINAL PLAT

J:\AC2004LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 1, doc

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR
02 NOV 2017

LEGEND

- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	193.74	270.00	N83°35'08"W	189.61	101.25	41°06'48"
C2	172.21	240.00	S83°35'08"E	168.54	90.00	41°06'48"

Line Table		
Line #	Length	Direction
L1	60.00	N14°08'28"W
L2	30.00	N26°58'15"E
L3	30.27	S21°44'13"E

BEARING BASIS: EASTON PARK, SECTION 2A FINAL PLAT

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\AC2004LP\4922\SURVEY\FN SWE & LSE.DWG

WEST\280872554.1

EXHIBIT "B"

EASEMENT TRACT

0.281 ACRES (12,242 S.F.)
SANTIAGO DEL VALLE SURVEY
ABSTRACT NO. 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SANTAIGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOTS 10 THROUGH 16, BLOCK A, EASTON PARK, SECTION 2A, RECORDED IN DOCUMENT NUMBER 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.281 ACRE (12,242 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½" capped iron rod found in the north line of Skytree Drive (60' R.O.W.), same being at the southeast corner of Lot 16, Block A of the above-mentioned Easton Park, Section 2A, for the **POINT OF BEGINNING** and southeast corner of the herein described tract of land,

THENCE, S75°51'28"W, with the north line of said Skytree Drive and the common south line of Lots 16 through 10 of said Easton Park, Section 2A, a distance of 410.00 feet to a ½" capped iron rod found, for the southwest corner of the herein described tract of land, same being in the east line of Lot 1 of said Easton Park, Section 2A, also being at the southwest corner of said Lot 10,

THENCE, N06°32'51"W, with the common line of said Lot 1 and Lot 10, a distance of 30.27 feet to a calculated point, for the northwest corner of the herein described tract of land,

THENCE, N75°51'28"E, over and across said Lots 10 through 16, a distance of 406.00 feet to a calculated point, for the northeast corner of the herein described tract of land, same being in the east line of said Lot 16, and from which a ½" capped iron rod found at the northeast corner of said Lot 16 bears N14°08'32"W, a distance of 120.00 feet,

THENCE, S14°08'32"E, with the east line of said Lot 16, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.281 acres (12,242 Square Feet) of land.

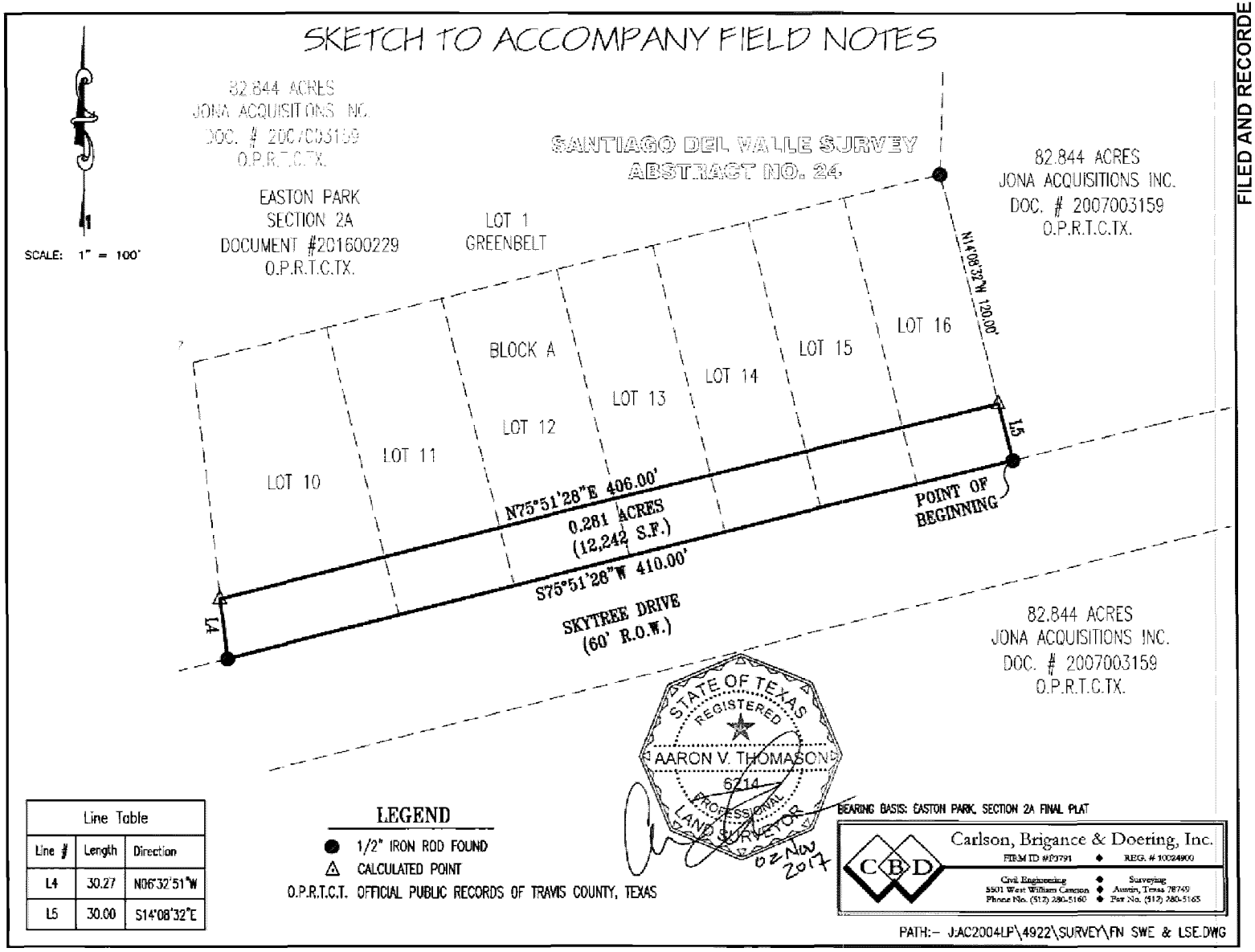
Surveyed by: 02 Nov 2017

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com

BEARING BASIS: EASTON PARK, SECTION 2A, FINAL PLAT

J:\AC2004LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 2, doc

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L4	30.27	N06°32'51"W
L5	30.00	S14°08'32"E

LEGEND

- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: EASTON PARK, SECTION 2A FINAL PLAT

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\AC2004\LF\4922\SURVEY\FN SWE & LSE.DWG

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 29 2018 02:43 PM
FEE: $ 62.00 2018046546

ELECTRONICALLY RECORDED 2018046547
TRV 11 PGS

DECLARATION REGARDING ACCESS, LANDSCAPING, AND MARKETING EASEMENT

THIS DECLARATION REGARDING ACCESS, LANDSCAPING, AND MARKETING EASEMENT (this "**Declaration**") is executed to be effective as of the 28th day of March, 2018 (the "**Effective Date**") by CARMA EASTON, LLC, a Texas limited liability company, its successors and assigns ("**Declarant**").

RECITALS

A. Declarant is the current owner of Lots 3 through 16, Block A of Easton Park Section 2A, according to the plat thereof recorded under Document No. 201600229 of the Official Public Records of Travis County, Texas (individually, a "**Lot**" and collectively, the "**Lots**").

B. The Lots will be developed as model homes by homebuilders (sometimes referred to herein individually as an "**Owner**" and collectively as "**Owners**") to be shown to prospective purchasers of residences within Easton Park and, in connection therewith, Declarant desires to subject portions of the Lots to the easements, covenants, conditions and restrictions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the easements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees and declares that the Lots shall be hereafter held, mortgaged, sold, used, developed, occupied, leased and conveyed subject to the easement rights, restrictions, covenants and conditions of this Declaration, subject to the Exceptions to Warranty, as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. When used in this Declaration, unless the context shall prohibit or otherwise require, the following terms shall have the following meanings (all definitions being applicable to the singular and plural forms of such terms):

"**Easement Tract**" is defined as those portions of the Lots more particularly described in Exhibit A and Exhibit B attached and incorporated herewith.

"**Easton Park Master Covenant**" is defined as that certain *Easton Park Amended and Restated Master Covenant* recorded under Document No. 2016027307 of the Official Public Records of Travis County, Texas, and any amendments, supplements, or restatements thereto.

"**Easton Park Development Area Declaration**" is defined as that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*], recorded as Document No.

2018045961 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

"**Exceptions to Warranty**" means those exceptions to Declarant's warranty of title to the Easement Tract including (i) any other validly existing and presently recorded non-exclusive access easements and rights-or way; (ii) any validly existing and recorded non-exclusive drainage and utility easements; (iii) any validly existing and presently recorded restrictive covenants and other instruments; and (iv) the Liens held by Grantor's Lienholder, subject to the execution of the attached Consent and Subordination.

"**Landscaping Improvements**" is defined as landscaping improvements which may include but not be limited to plantings, trees, berms, fences, signs, decorative items, drainage, lighting, irrigation, sidewalks, and sprinkler improvements.

"**Marketing Improvements**" is defined as improvements used to promote, identify, and market the Lots, which may include but not be limited to signs, banners, flags, display lighting, play structures.

"**Landscaping Permitted Use**" means ingress and egress, and the right to construct, install, operate, plant, maintain, mow, replace, upgrade, repair, replant, remove, and make use of the Landscaping Improvements over, upon, through, and across the Easement Tract.

"**Landscaping Permitted Users**" means the Declarant, its successors and assigns, and the agents, employees, contractors, invitees, and guests of same.

"**Marketing Permitted Use**" means ingress and egress, and the right to construct, operate, maintain, replace, upgrade, install, remove, and make use of the Marketing Improvements over, upon, through, and across the Easement Tract. The Declarant shall have the right to stage marketing events – including but not limited to MLS tours and brokers' parties – within the Easement Tract.

"**Marketing Permitted Users**" means the Declarant, its successors and assigns, and the agents, employees, contractors, invitees, and guests of same.

Section 1.02. Other capitalized terms that are not otherwise defined in this Declaration shall have the meanings given to them in the Easton Park Master Covenant.

ARTICLE 2
LANDSCAPING EASEMENT

Section 2.01. Declarant hereby dedicates and grants to and for the benefit of the Landscaping Permitted Users, a non-exclusive easement over, upon, through, and across the Easement Tract, for the Landscaping Permitted Use (the "**Landscaping Easement**"), subject to the Exceptions to Warranty.

Section 2.02 This Landscaping Easement shall be limited in duration for a period beginning on the Effective Date (as hereinafter defined) and, unless earlier terminated by Declarant, shall end on the date that the Lot is conveyed by the Homebuilder to an third party Owner who will be using the Lot for residential purposes (the "**Termination Date**"). On the Termination Date, this Easement Agreement shall automatically terminate without the need for any further documentation or release. Upon termination of the Landscaping Easement, each owner of the Lot shall be responsible for maintaining the Landscaping pursuant to the requirements of the Easton Park Master Covenant and the Development Area Declaration.

ARTICLE 3
MARKETING EASEMENT

Section 3.01. Declarant hereby dedicates and grants to and for the benefit of the Marketing Permitted Users, a non-exclusive easement over, upon, through, and across the Easement Tract, for the Marketing Permitted Use (the "**Marketing Easement**"), subject to the Exceptions to Warranty.

Section 3.02 This Marketing Easement shall be limited in duration for a period beginning on the Effective Date (as hereinafter defined) and, unless earlier terminated by Declarant, shall end on the date that the Lot is conveyed by the Homebuilder to an third party Owner who will be using the Lot for residential purposes (the "**Termination Date**"). On the Termination Date, this Easement Agreement shall automatically terminate without the need for any further documentation or release.

ARTICLE 4
MISCELLANEOUS

Section 4.01. All notices or other communications required or permitted to be given under the terms of this Declaration shall be in writing, and sent by: (a) nationally recognized courier with evidence of receipt; (b) email with an original following by regular mail or overnight courier; or (c) deposited in the United States mail and sent by certified mail, postage prepaid, to such address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Declaration.

Section 4.02. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Lots other than the Landscaping Easement and the Access Easement specifically set forth herein.

Section 4.03. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

Section 4.04. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

Section 4.05. Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Sections refer to the Sections of this Declaration. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.

Section 4.06. This Declaration constitutes the entire agreement with respect to the subject matter thereof, and supersedes all prior agreements, written and oral.

[Signature and Acknowledgment Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the Effective Date.

CARMA EASTON, LLC,
a Texas limited liability company

By: _____
Printed Name: CHAD MATHESON
Title: CFO

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of March 2018 by Chad Matheson, CFO of Carma Easton, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

EXHIBIT "A"

EASEMENT TRACT

0.343 ACRES (14,945 S.F.)
SANTIAGO DEL VALLE SURVEY
ABSTRACT NO. 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SANTAIGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOTS 3 THROUGH 9, BLOCK A, EASTON PARK, SECTION 2A, RECORDED IN DOCUMENT NUMBER 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.343 ACRE (14,945 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½" capped iron rod found in the south right-of-way line of Skytree Drive (60' R.O.W.), for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a ½" capped iron rod found in the south line of said Skytree Drive bears S75°51'28"W, a distance of 246.56 feet,

THENCE, N14°08'28"W, crossing said Skytree Drive, a distance of 60.00 feet to a ½" capped iron rod found in the north line of said Skytree Drive, same being at the easternmost corner of Lot 9, Block A of the above-mentioned Easton Park, Section 2A, also being at a common south corner of Lot 1, Block A of said Easton Park, Section 2A, for the **POINT OF BEGINNING** and southeast corner of the herein described tract of land,

THENCE, with the north line of said Skytree Drive, and the common south line of Lots 3 through 9 of said Easton Park, Section 2A, the following three (3) courses and distances, numbered 1 through 3,

1) S75°51'28"W, a distance of 246.56 feet to a ½" capped iron rod found, at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 270.00 feet, an arc length of 193.74 feet, and a chord that bears N83°35'08"W, a distance of 189.61 feet to a ½" capped iron rod found, and
3) N63°01'45"W, a distance of 70.63 feet to a ½" capped iron rod found, for the southwest corner of the herein described tract of land, same being an east corner of Lot 2, Block A of said Easton Park , Section 2A, also being the westernmost corner of said Lot 3,

THENCE, N26°58'15"E, with the east line of said Lot 2 and the common west line of said Lot 3, a distance of 30.00 feet to a calculated point, for the northwest corner of the herein described tract of land,

THENCE, over and across said Lots 3 through 9, the following three courses and distances, numbered 1 through 3,

1) S63°01'45"E, a distance of 70.63 feet to a calculated point, at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 240.00 feet, and arc length of 172.21 feet, and a chord that bears S83°35'08"E, a distance of 168.54 feet to a calculated point, and
3) N75°51'28"E, a distance of 242.56 feet to a calculated point, for the northeast corner of the herein described tract of land, same being in the west line of said Lot 1, also being in the east line of said Lot 9,

THENCE, S21°44'13"E, with the common line of said Lot 1 and Lot 9, a distance of 30.27 feet to the **POINT OF BEGINNING** and containing 0.343 acres (14,945 Square Feet) of land.

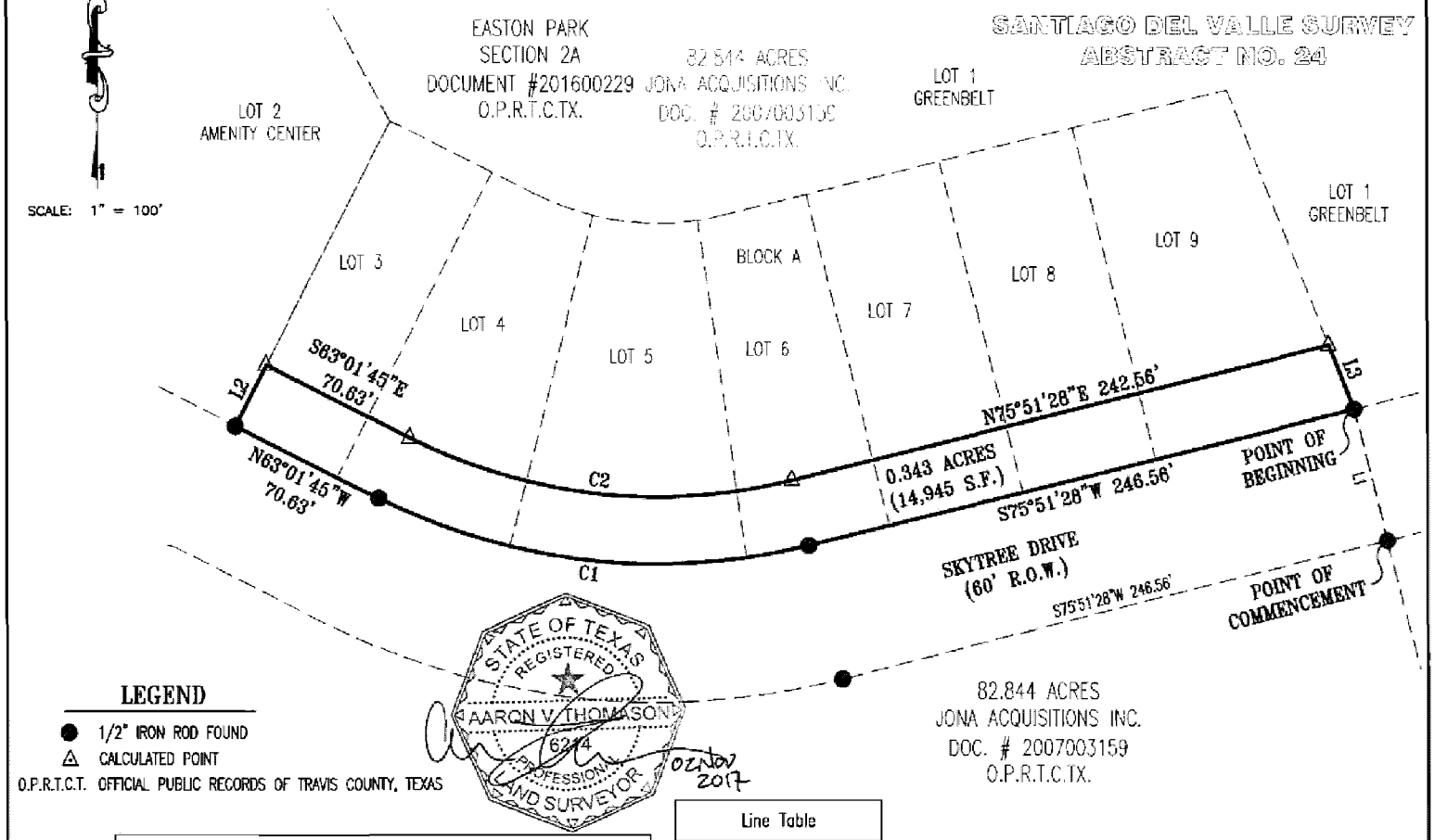
Surveyed by: _____ 02 NOV 2017

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com

BEARING BASIS: EASTON PARK, SECTION 2A, FINAL PLAT

J:\AC2004LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 1, doc

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR
02 NOV 2017

LEGEND

- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	193.74	270.00	N83°35'08"W	189.61	101.25	41°06'48"
C2	172.21	240.00	S83°35'08"E	168.54	90.00	41°06'48"

Line Table		
Line #	Length	Direction
L1	60.00	N14°08'28"W
L2	30.00	N26°58'15"E
L3	30.27	S21°44'13"E

BEARING BASIS: EASTON PARK, SECTION 2A FINAL PLAT

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\AC2004LP\4922\SURVEY\FN SWE & LSE.DWG

EXHIBIT "B"

EASEMENT TRACT

0.281 ACRES (12,242 S.F.)
SANTIAGO DEL VALLE SURVEY
ABSTRACT NO. 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SANTAIGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOTS 10 THROUGH 16, BLOCK A, EASTON PARK, SECTION 2A, RECORDED IN DOCUMENT NUMBER 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.281 ACRE (12,242 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½" capped iron rod found in the north line of Skytree Drive (60' R.O.W.), same being at the southeast corner of Lot 16, Block A of the above-mentioned Easton Park, Section 2A, for the **POINT OF BEGINNING** and southeast corner of the herein described tract of land,

THENCE, S75°51'28"W, with the north line of said Skytree Drive and the common south line of Lots 16 through 10 of said Easton Park, Section 2A, a distance of 410.00 feet to a ½" capped iron rod found, for the southwest corner of the herein described tract of land, same being in the east line of Lot 1 of said Easton Park, Section 2A, also being at the southwest corner of said Lot 10,

THENCE, N06°32'51"W, with the common line of said Lot 1 and Lot 10, a distance of 30.27 feet to a calculated point, for the northwest corner of the herein described tract of land,

THENCE, N75°51'28"E, over and across said Lots 10 through 16, a distance of 406.00 feet to a calculated point, for the northeast corner of the herein described tract of land, same being in the east line of said Lot 16, and from which a ½" capped iron rod found at the northeast corner of said Lot 16 bears N14°08'32"W, a distance of 120.00 feet,

THENCE, S14°08'32"E, with the east line of said Lot 16, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.281 acres (12,242 Square Feet) of land.

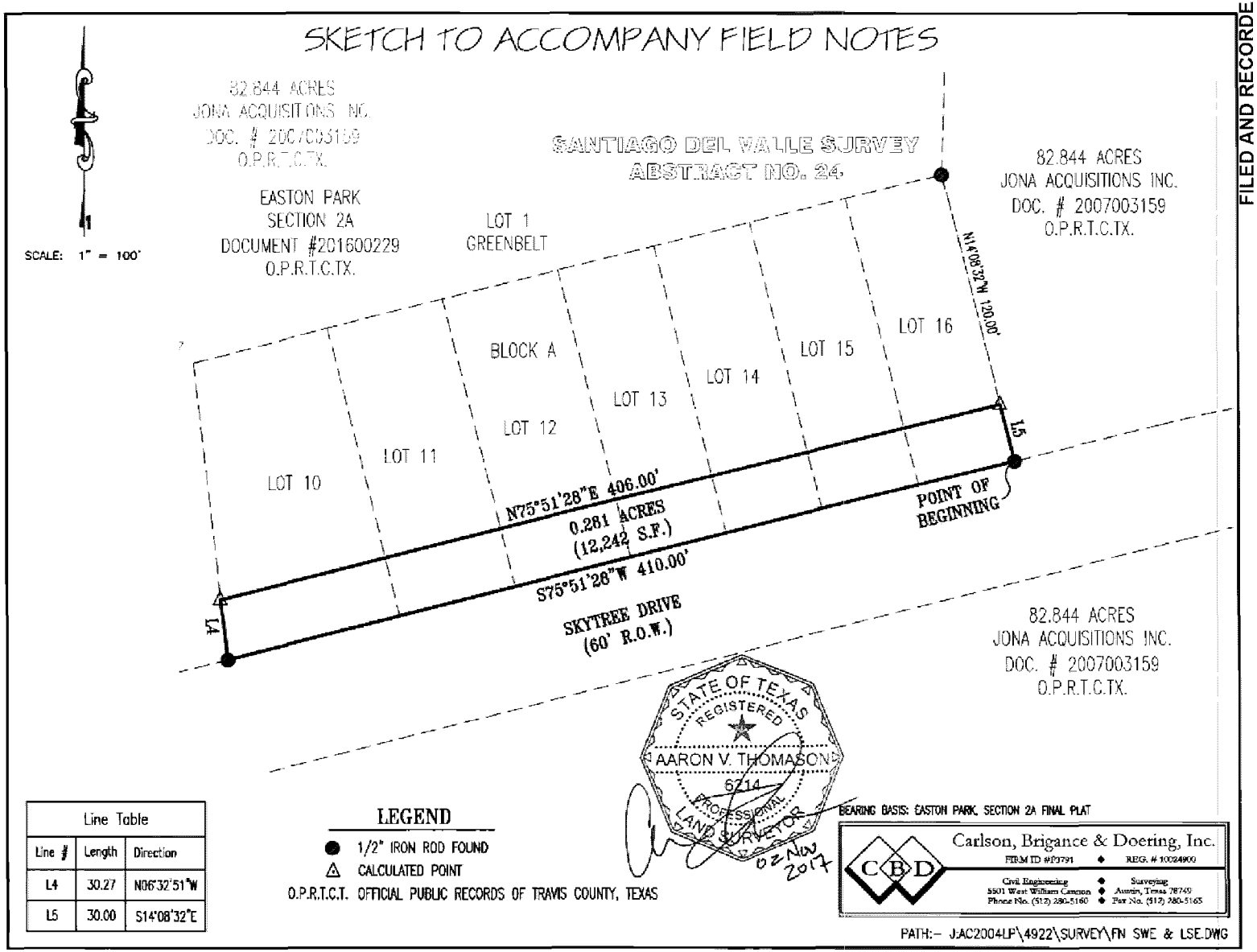
Surveyed by: 02 Nov 2017

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com

BEARING BASIS: EASTON PARK, SECTION 2A, FINAL PLAT

J:\AC2004LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 2, doc

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L4	30.27	N06°32'51"W
L5	30.00	S14°08'32"E

LEGEND

- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: EASTON PARK, SECTION 2A FINAL PLAT

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\AC2004\LF\4922\SURVEY\FN SWE & LSE.DWG

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 29 2018 02:43 PM
FEE: $ 66.00 2018046547

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 07, 2019 01:41 PM Fee: $46.00
2019119176
Electronically Recorded

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

EASTON PARK

PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

[SECTION 1B]
UNION PARK WEST CONDOMINIUMS

Travis County, Texas

Cross reference to that certain Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas.

PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS
[SECTION 1B]
UNION PARK WEST CONDOMINIUMS

This Partial Assignment of Declarant's Rights (this "**Assignment**") is made by **CARMA EASTON LLC**, a Texas limited liability company ("**Assignor**"), and **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company ("**Assignee**"), and is as follows:

RECITALS

A. Assignor is the current "Declarant" under that certain Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "**Master Covenant**").

B. Pursuant to *Section 9.08* of the Master Covenant, Assignor may assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under the Master Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties under the Master Covenant.

C. Assignee owns certain real property more particularly described in Exhibit A, attached and incorporated herewith (the "**Assignment Property**"), located in Travis County, Texas, which is encumbered by the Master Covenant.

D. Assignor is the present holder of certain rights, title, interests, powers, privileges, benefits and obligations as "Declarant" under the Master Covenant with respect to the Assignment Property, and Assignor desires to partially transfer and assign to Assignee, and Assignee desires to accept, certain of Assignor's rights, title, interest, powers, privileges, benefits, and obligations as Declarant under the Master Covenant as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Partial Transfer and Assignment of Declarant's Rights**. Assignor does hereby grant, sell, set over, transfer and assign to Assignee, its successors and assigns, the following rights, title, interest, powers, privileges, benefits, and obligations of the Declarant under the Master Covenant BUT ONLY with respect to the Assignment Property:

(a) The right, pursuant to *Section 9.01* of the Master Covenant, to subdivide the Assignment Property into Condominium Units in accordance with Chapter 82 of the Texas Property Code;

(b) The right to prepare and impress against the Assignment Property a Development Area Declaration and Declaration of Condominium Regime (the "**Condominium Declaration**") in accordance with Chapter 82 of the Texas Property Code through the recording of the Condominium Declaration in the Official Public Records of Travis County, Texas and to cause the formation of a condominium thereunder;

(c) Those rights sets forth in *Section 9.02* of the Master Covenant, including but not limited to: (i) the right to erect and maintain sales offices for the purpose of aiding in the sale of Condominium Units within the Assignment Property; (ii) the right to maintain Improvements within the Assignment Property as sales, model, management, business and construction offices; and (iii) the right to maintain and locate construction trailers and construction tools within the Assignment Property; and

(d) The right for any portion of the Assignment Property owned by Assignee to be exempt from Assessments in accordance with *Section 5.13* of the Master Covenant.

Except to the extent explicitly transferred and assigned in the immediately preceding sentence, Assignor does hereby retain unto itself, its successors and assigns, all other rights, title, interests, powers, privileges, benefits and obligations as Declarant under the Master Covenant.

THIS PARTIAL ASSIGNMENT OF DECLARANT RIGHTS IS MADE WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

2. **Assignee's Acceptance of Partial Assignment.** Assignee accepts the partial assignment of Assignor's right, title, interest, powers, privileges, benefits, and obligations as Declarant under the Master Covenant, as described in *Paragraph 1* of this Assignment.

3. **Defined Terms.** All defined terms delineated with initial capital letters in this Assignment that are not defined herein shall have the meaning ascribed to them in the Master Covenant. Other terms shall have the meanings commonly ascribed to them.

4. **Survival of Provisions.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Captions.** The captions of sections in this Assignment are for reference only and are not to be construed in any way as part of this Assignment.

6. **Amendment.** This Assignment may not be modified or amended, except by an agreement in writing executed by the handwritten signature of Assignor and Assignee. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

7. **Execution.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution and recordation of this instrument, the signature and acknowledgement pages taken from separate individually executed counterparts of this instrument may be combined and/or collated to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.

Executed to be effective this 6TH day of AUGUST, 2019.

ASSIGNOR:

CARMA EASTON LLC, a Texas limited liability company

By: _____
Printed Name: CHAD MATHESON
Title: CFO

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 6th day of August 2019, by Chad Matheson, CFO, of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public Signature

ASSIGNEE:

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

By: _____
Printed Name: Matthew Scrivener
Title: Vice President of Land Development

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 24th day of July, 2019, by Matthew Scrivener, Vice President Land Development of **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company, on behalf of said limited liability company.

(SEAL)

ELIZABETH MAYLE
Notary Public, State of Texas
Comm. Expires 07-20-2022
Notary ID 131650319

Elizabeth Mayle
Notary Public Signature

EXHIBIT "A"

Assignment Property

Lot 3A, Easton Park Section 1B Amended Plat, a Subdivision of Record in Document No. 201700270 of the Official Public Records of Travis County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jul 17, 2020 03:12 PM Fee: $50.00
2020123591
Electronically Recorded

After Recording, Return To:
William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended from time to time.

EASTON PARK

DECLARANT DESIGNATION
OF SIDEWALK EASEMENT AREA

CARMA EASTON LLC, a Texas limited liability company, is the Declarant under that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**"). Any capitalized terms used and not otherwise defined in this Designation shall have the meanings set forth in the Master Covenant.

Pursuant to Article 8 of the Master Covenant, Declarant reserved an easement over and across the Property for the installation, maintenance, repair or replacement of public use improvements which service the Property.

Declarant hereby designates and reserves (this "**Designation**") an easement over, across, and along that portion of the Property depicted in **Exhibit A** attached hereto and incorporated by reference herein (the "**Easement Area**") for the purpose of installing and maintaining sidewalk, irrigation and landscaping improvements in the Easement Area and, in connection therewith, placing, planting, constructing, installing, maintaining, mowing, replacing and removing any and all landscaping, lighting, and associated amenities, including, without limitation, plants, shrubs, trees, flowers, grasses, groundcovers, beds, walls, planters, berms, land forms, sprinklers, water pipelines, underground electrical conduit and lines to serve the foregoing, and other similar improvements (collectively, the "**Improvements**") in the Easement Area for the benefit, betterment and enjoyment of the Easton Park community.

The easements, restrictions and agreements provided for herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of owners of the property containing portions of the Easement Area.

This Designation may be amended from time to time by a Recorded instrument executed by the Declarant during the Development Period and the Association thereafter.

If any part of this Designation is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Designation shall not be affected thereby.

[EXECUTION PAGE FOLLOWS]

[EXECUTION PAGE TO DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA]

EXECUTED to be effective as of the date this Instrument is executed.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8th day of July, 2020, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

ASHLEY EVELYN MOORE
Notary Public, State of Texas
Comm. Expires 10-07-2023
Notary ID 130186047

[CONSENT PAGE TO DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA]

Brookfield Residential Texas Homes LLC, a Texas limited liability company, joins in this Declarant Designation of Sidewalk Easement Area as the owner of **Lots 14 and 15, Block 25, of Easton Park, Section 2B, Phase 2, a subdivision recorded in Document No. 201900102** of the Official Public Records of Travis County, Texas, evidencing its consent to the designation of the Easement Area described in the Designation.

OWNER:

BROOKFIELD RESIDENTIAL TEXAS HOMES LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me on this day personally appeared Chad Matheson, Chief Financial Officer of Brookfield Residential Texas Homes LLC, a Texas limited liability company, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on JULY 8TH, 2020.

Ashley Moore
Notary Public, State of Texas

ASHLEY EVELYN MOORE
Notary Public, State of Texas
Comm. Expires 10-07-2023
Notary ID 130186047

EXHIBIT A

EASEMENT AREA

See following two (2) pages.

0.009 ACRES (383 SQUARE FEET)
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX
SIDEWALK EASEMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.009 ACRE (383 SQUARE FEET) TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 14 AND LOT 15, BLOCK 25 OF EASTON PARK, SECTION 2B, PHASE 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201900102 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND AS CONVEYED TO CARMA EASTON LLC IN SAID DOCUMENT NUMBER 201900102, SAID 0.009 ACRE (383 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped ½" iron rod found stamped "CBD SETSTONE", at a point of curvature, for a curve to the left, being the southeast corner of said Lot 14, same being the southwest corner of Lot 13, Block 25 of said Easton Park, and same being a point on a northern boundary line of Lot 17, Block 25, of said Easton Park, for the **POINT OF COMMENCEMENT** of the herein described tract,

THENCE, with the north line of said Lot 17, the south line of said Lot 14, with said curve to the left having a radius of 1045.00 feet, and arc length of 34.73 feet, and whose chord bears S77°48'47"W, a distance of 34.73 feet to a calculated point, on the south boundary line of said Lot 14, same being a point on the northwest boundary line of said Lot 17, for the northeast corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the north line of said Lot 17, the south line of said Lot 14 and said Lot 15, continuing with said curve to the left having a radius of 1045.00 feet, and arc length of 85.87 feet, and whose chord bears S74°30'23"W, a distance of 85.85 feet to a calculated point, being the Southwest corner of said Lot 15, same being a northern corner of said lot 17,

THENCE, N09°06'16"W, with the west line of said Lot 15, a distance of 10.15 feet to a calculated point, from which a capped ½" iron rod found stamped "CBD SETSTONE", being a point on the west line of said Lot 15, same being the southeast corner of Lot 16, Block 25, of said Easton Park,

THENCE, N81°17'42"E, over and across said Lot 15, and said Lot 14, a distance of 85.32 feet to the **POINT OF BEGINNING** and containing 0.009 acres (383 Square Feet) of land.

Surveyed by: _____ 18 Mar 2020

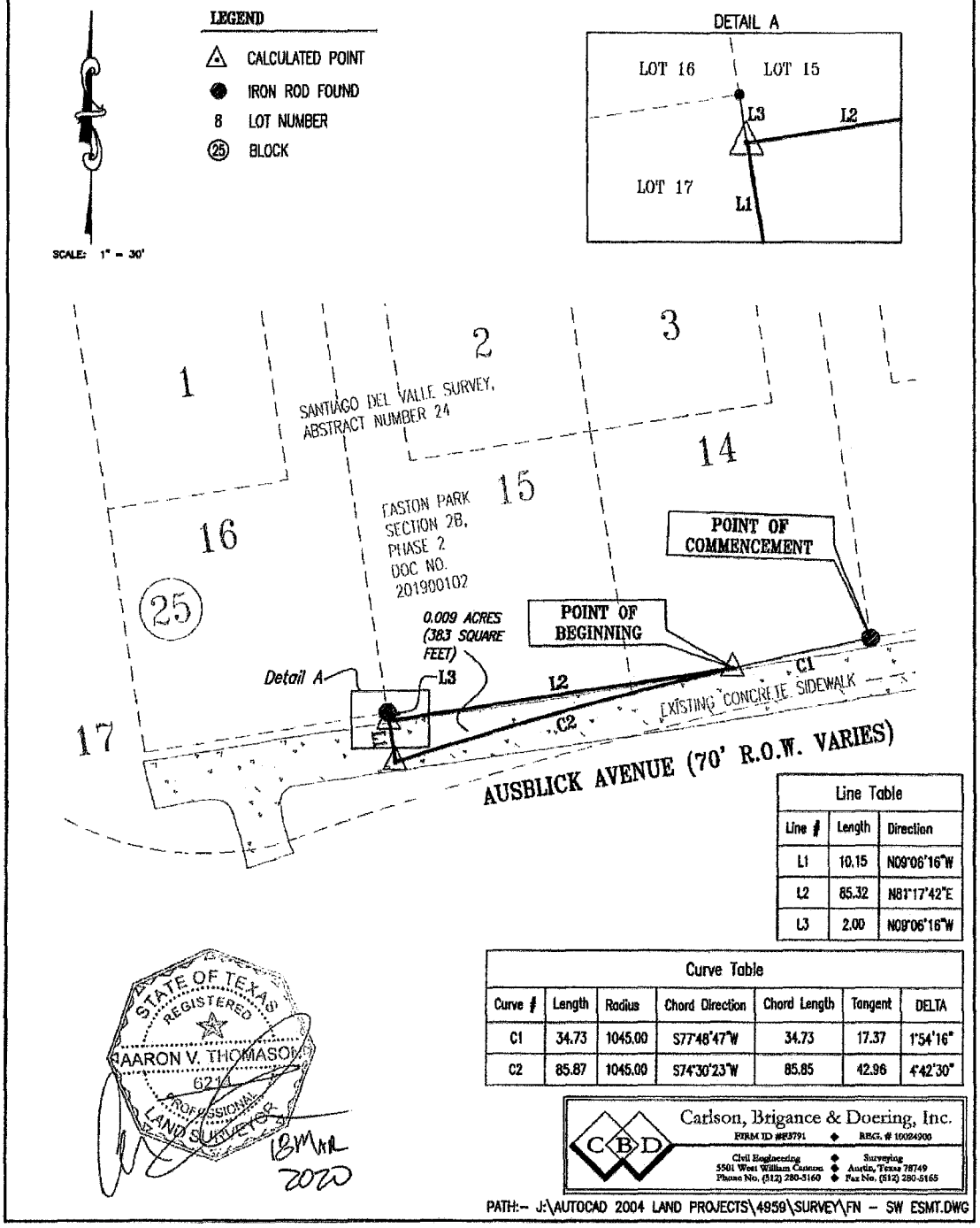
AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

J: \4959\SURVEY\FIELD NOTES\FN - SW ESMT

EXHIBIT A

EASTON PARK
DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L1	10.15	N09°06'16"W
L2	85.32	N81°17'42"E
L3	2.00	N09°06'16"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	34.73	1045.00	S77°48'47"W	34.73	17.37	1°54'16"
C2	85.87	1045.00	S74°30'23"W	85.85	42.96	4°42'30"

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR
2020

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024300
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\AUTOCAD 2004 LAND PROJECTS\4959\SURVEY\FN – SW ESMT.DWG

EXHIBIT A

EASTON PARK
DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA

6 pgs 2020184637

CASE FILE#SP-2018-0572D

4NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

DRC 6

INTEGRATED PEST MANAGEMENT RESTRICTIVE COVENANT

OWNER: **CARMA EASTON LLC.**, formerly known as Jona Acquisition Inc., a Texas limited liability company

MAILING ADDRESS: 11501 Alterra Parkway, Suite 100
Austin, Travis County, Texas 78758

CONSIDERATION: Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lots 1,2,3, and 4, Block A of the Easton Park 4A subdivision as recorded in document number 202000215 in the official public records of Travis County, Texas

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this Integrated Pest Management Restrictive Covenant (this "Restrictive Covenant"). This Restrictive Covenant shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors and assigns.

SS
City Reviewer Initials

Unofficial Document

Unofficial Document

1. The owner shall comply with the Integrated Pest Management ("IPM") Plan on record, as approved by the Development Services Department ("DSD") for Subdivision or Site Plan Case No SP-2018-0572D, as may be amended from time to time by the Owner upon approval by the DSD, said IPM Plan being available for review and inspection in the Office of the DSD in Subdivision or Case No SP-2018-0572D.

2. If any person or entity shall violate or attempt to violate this Restrictive Covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions

3. If any part of this Restrictive Covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

4. If at any time the City of Austin fails to enforce this Restrictive Covenant, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

5. This Restrictive Covenant may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the real property records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of the DSD of the City of Austin, or successor department; (b) by the owner(s) of the Property at the time of modification, amendment or termination at the time of such modification, amendment or termination; and (c) any mortgagees holding first lien security interests on any portion of the Property.

All citations to the Austin City Code shall refer to the Austin City Code of 2001, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

SS
City Reviewer Initials

Unofficial Document

Executed to be effective on July 30th, 2020

OWNER:
CARMA EASTON LLC., FORMERLY KNOWN AS JONA ACQUISITION INC.,
A TEXAS LIMITED LIABILITY COMPANY

By: _____
Name: Chad Matheson
Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton, LLC. Formerly known as Jona Acquisition, Inc., a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on July 30 2020.

[Seal]

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

_____
Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: Deborah S. Thomas
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: Sona Singh
Title: Drainage Reviewer

SS
City Reviewer Initials

Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: July 27, 2020

Affiant: Chad Matheson

Affiant Title: Chief Financial Officer

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property,

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

CARMA EASTON LLC., FORMERLY KNOWN AS JONA ACQUISITION INC.,
A Texas limited liability company

By: _____
Name Chad Matheson
Title. Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton LLC, formerly known as Jona Acquisition Inc., a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on July 30, 2020.

[Seal]

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

Susan O. Martin
Notary Public, State of

Unofficial Document

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767
Project Name: Easton Park 4A Drainage Improvements
Attn: David Marquez
Case No: SP-2018-0572D
Related Subdivision File No: C8J-2018-0090.0A

2020184637

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
Oct 02, 2020 12:13 PM
Fee: $46.00 BARTHOLOMEWD

Unofficial Document

SS
City Reviewer Initials

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Mar 11, 2021 02:30 PM Fee: $62.00
2021052105
Electronically Recorded

Unofficial Document

This page is intentionally added for electronic file stamp.

UNOFFICIAL DOCUMENT

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

SIDEWALK EASEMENT WITH REQUIRED MAINTENANCE

Date:	MARCH 10, 2021
Grantor:	**CARMA EASTON LLC**
Grantor's Address:	11501 Alterra Parkway, Suite 100 Travis County, Texas 78758
County:	**TRAVIS COUNTY, TEXAS**, a political subdivision in the State of Texas
County's Address:	P.O. Box 1748 Austin, Travis County, Texas 78767
Easement Tract:	All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**
Easement Duration:	Perpetual
Easement Purpose:	To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and remove the Facilities
Facilities:	Walkways, sidewalks, multi-use trails, and promenade structures with all associated steps, stairs, ramps, tunnels, walls, and other appurtenances which provide public connectivity and an area for other recreational activities
Permitted Encumbrances:	Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

UNOFFICIAL DOCUMENT

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, fence which is installed other than parallel to the Facilities, detention or water quality control, rainwater harvesting system, or other similar improvement in the Easement Tract

Grantor, for **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to TRAVIS COUNTY a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the County under this instrument for the Easement Purpose as determined by the County in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the County and County's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the County in its reasonable discretion. **Grantor (i) shall be obligated to maintain to a good and functioning condition in accordance with the requirements of the County as determined by the County in its reasonable discretion the Facilities in the Easement Tract, (ii) is liable to the County for such maintenance obligations, and (iii) in the event Grantor does not perform the required maintenance obligations, agrees to indemnify the County for all County costs necessary to maintain the Facilities.** Grantor may enter into an agreement with a third party regarding the maintenance obligations, but in no such event shall the agreement with the third party release Grantor from its obligations to the County under this Easement.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the County against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *County* includes *County's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

--- The remainder of this page is intentionally blank ---

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
A TEXAS LIMITED LIABILITY COMPANY

By: _____
Name: Chad Matheson
Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Limited Liability Company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on March 10, 2021.

[Seal]

_____
Notary Public, State of Texas

ANNETTE ADAIR
Notary ID #131869888
My Commission Expires
January 28, 2023

Unofficial Document

UNOFFICIAL DOCUMENT

0.111 ACRES
SIDEWALK EASEMENT
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

EXHIBIT A

FIELD NOTES

BEING ALL OF THAT 0.111 ACRE SIDEWALK EASEMENT OF LAND, SITUATED IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING OUT OF AND A PART OF LOTS 2, 3 AND 4, BLOCK A OF EASTON PARK, SECTION 4A, RECORDED UNDER DOCUMENT NUMBER 202000215, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.111 ACRE SIDEWALK EASEMENT MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at a southernly corner of said Lot 3 Block A, on the northeasternly right-of-way line of Finial Drive (70-foot right-of-way);

THENCE, with the southernly line of said Lot 3, Block A and said northeasternly right-of-way line of Finial Drive, the following four (4) courses and distances, numbered 1 through 4,

1) N47°52'17"W, a distance of 870.54 feet to a 1/2 inch iron rod found at point of curvature for a curve to the right;
2) Along said curve to the right, having a radius of 650.00 feet, an arc length of 50.40 feet, and a chord that bears N45°39'00"W a distance of 50.39 feet to a 1/2 inch iron rod found for the point of tangency;
3) N43°25'44"W, a distance of 7.27 feet to the point of curvature for a curve to the left;
4) Along said curve to the left, having a radius of 650.00 feet, an arc length of 8.71 feet , and a chord that bears N43°48'46"W a distance of 8.71 feet to a calculated point for the southernnmost corner and the **POINT OF BEGINNING** of the herein described easement;

THENCE, continuing along the southernly line of said Lot 3, Block A,said northeasternly right-of-way line of Finial Drive, and said curve to the left, having a radius of 650.00 feet, an arc length of 6.01 feet, and a chord that bears N44°27'40"W a distance of 6.01 feet to a calculated point for the westernmost corner of this tract;

THENCE, over and across said Lot 3, Block A, the following five (5) courses and distances, numbered 1 through 5,

1) N42°29'17"E, a distance of 77.03 feet to a calculated point for an inside corner of this easement;
2) N33°51'32"E, a distance of 39.99 feet to a calculated point for an outside corner of this easement;
3) N42°29'17"E, a distance of 189.42 feet to a calculated point for an inside corner of this easement;
4) N08°42'20"W, a distance of 32.39 feet to a calculated point for an outside corner of this tract;

UNOFFICIAL DOCUMENT

0.111 ACRES
SIDEWALK EASEMENT
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

5) N19°54'19"E, a distance of 114.52 feet to a calculated point on the northerly line of said Lot 4, Block A, same being the southwesterly line of said Lot 2, Block A for an inside corner of this easement;

THENCE, along the common line of said Lots 4 and 2, Block A, N58°11'13"W, a distance of 76.54 feet to a 1/2" iron rod found on the northeasternly line of said Lot 4, Block A, at the westernmost corner of said Lot 2, Block A, same being the Southernmost corner of Lot 1, Block A, said Easton Park, Section 4A for an outside corner of this easement;

THENCE, along the common line of said Lots 1 and 2, Block A, N24°57'37"E, a distance of 12.09 feet to a calculated point for the northernmost corner of this easement;

THENCE, over and across said Lots 2, 3 and 4, Block A, the following six (6) courses and distances, number 1 through 6,

1) S58°11'13"E, a distance of 87.71 feet to a calculated point for the easternmost corner of this easement;
2) S19°54'19"W, a distance of 121.20 feet to a calculated point for an inside corner of this easement;
3) S08°42'20"E, a distance of 28.67 feet to a calculated point for an outside corner of this easement;
4) S42°29'17"W, a distance of 205.62 feet to a calculated point for an inside corner of this easement;
5) S33°03'09"W, a distance of 30.50 feet to a calculated point for an outside corner of this easement;
6) S42°29'17"W, a distance of 80.37 feet to the **POINT OF BEGINNING** and containing 0.111 acre of land.

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Surveyed by: Marvin L. Mardock 12/02/2020

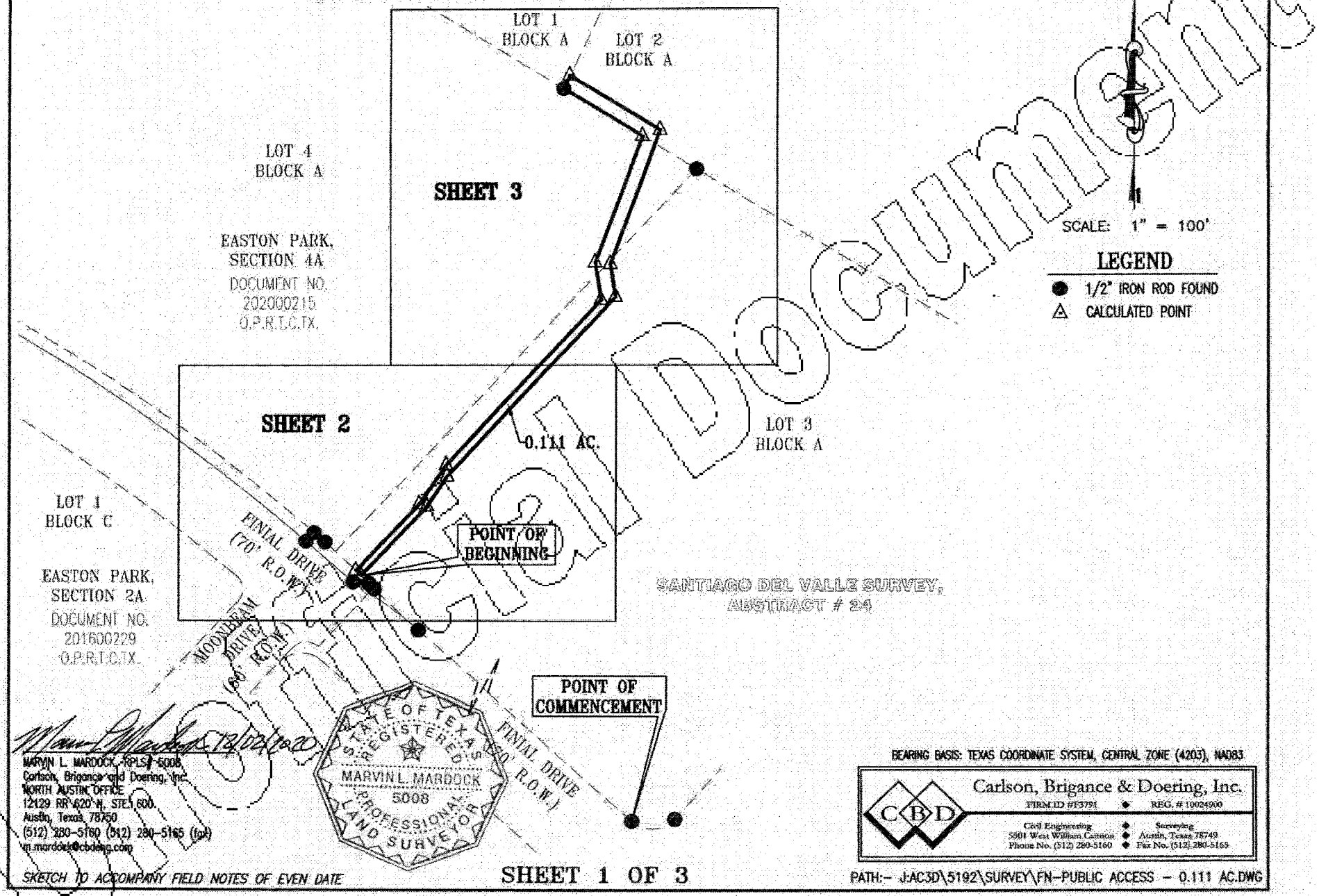
Marvin L. Mardock, RPLS #5008
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
m.mardock@cbdeng.com

STATE OF TEXAS
REGISTERED
MARVIN L. MARDOCK
5006
PROFESSIONAL
LAND SURVEYOR

FIELD NOTES TO ACCOMPANY DRAWING: FN-PUBLIC ACCESS – 0.111 AC.DWG OF EVEN DATE.

UNOFFICIAL DOCUMENT

SKETCH TO ACCOMPANY FIELD NOTES



Grid Document

MARVIN L. MARDOCK, RPLS # 5008
Carlson, Brigance and Doering, Inc.
NORTH AUSTIN OFFICE
12129 RR 620 N, STE 1,600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (fax)
m.mardock@cbdeng.com

SKETCH TO ACCOMPANY FIELD NOTES OF EVEN DATE

SHEET 1 OF 3

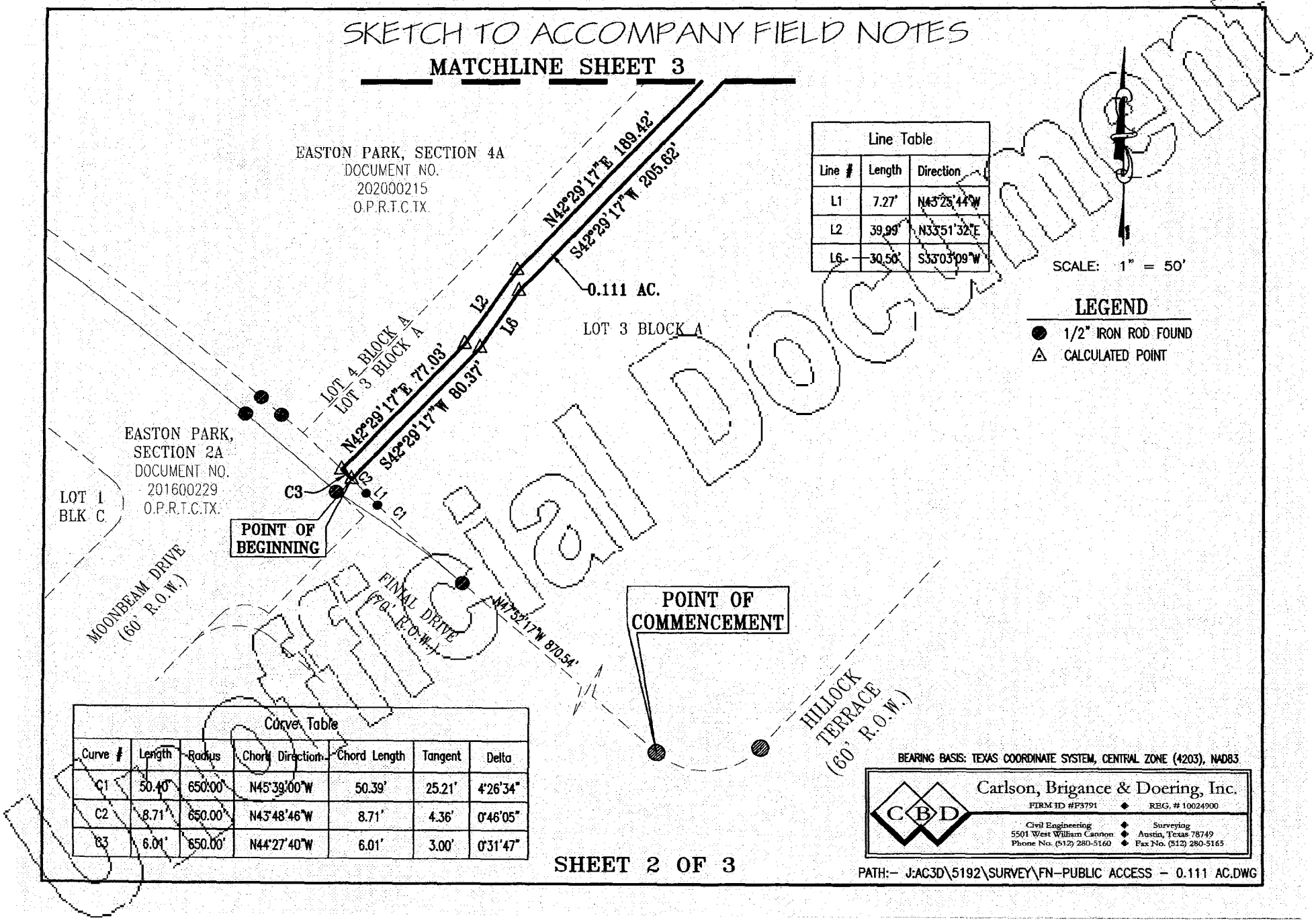
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:AC3D\5192\SURVEY\FN–PUBLIC ACCESS – 0.111 AC.DWG

SKETCH TO ACCOMPANY FIELD NOTES

MATCHLINE SHEET 3



Line Table		
Line #	Length	Direction
L1	7.27'	N43°25'44"W
L2	39.99'	N33°51'32"E
L6	30.56'	S33°03'09"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	Delta
C1	50.40'	650.00'	N45°39'00"W	50.39'	25.21'	4°26'34"
C2	8.71'	650.00'	N43°48'46"W	8.71'	4.36'	0°46'05"
C3	6.01'	650.00'	N44°27'40"W	6.01'	3.00'	0°31'47"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

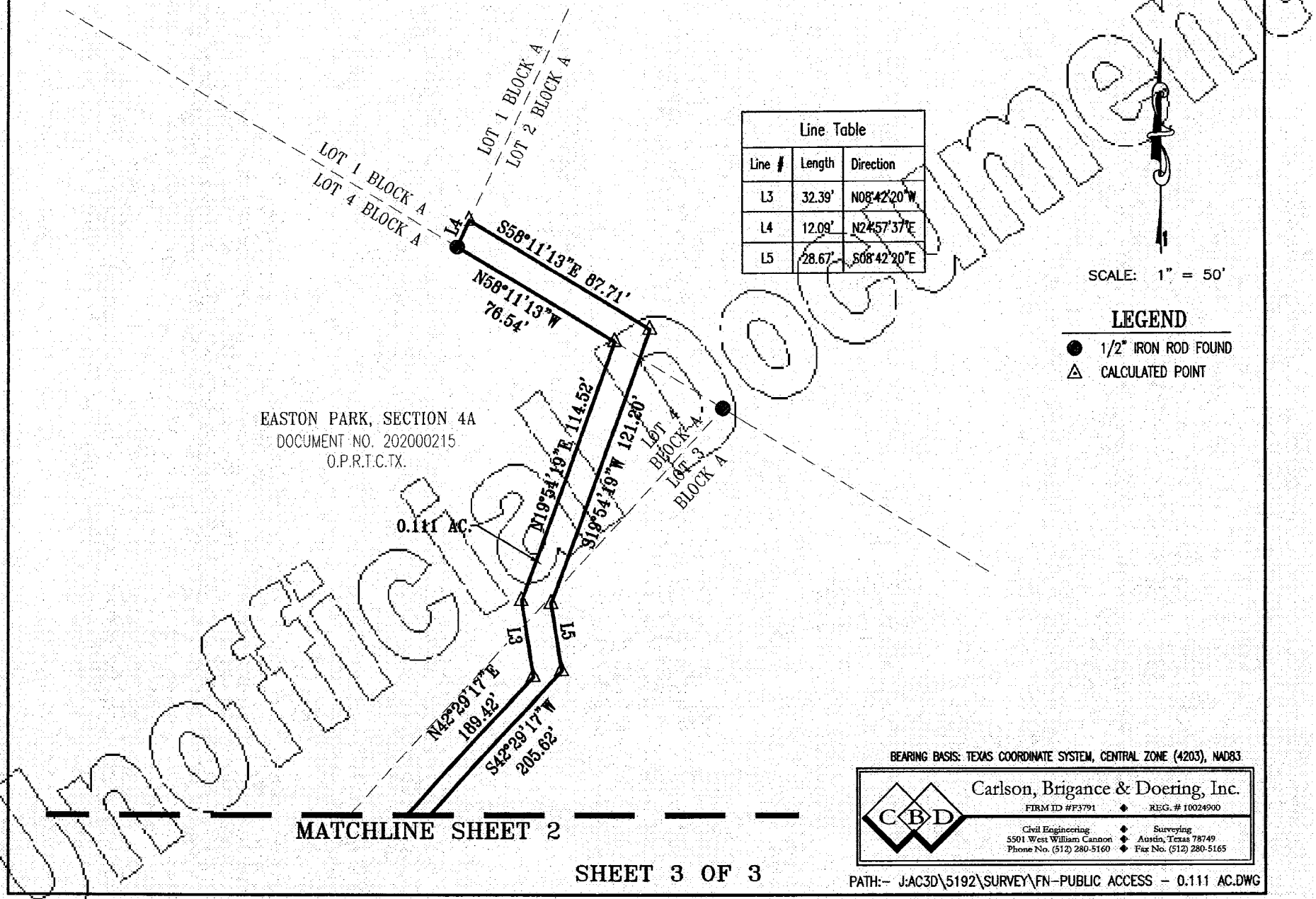
SHEET 2 OF 3

PATH:– J:AC3D\5192\SURVEY\FN–PUBLIC ACCESS – 0.111 AC.DWG

Official Document

2021052105 Page 10 of 10

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L3	32.39'	N08°42'20"W
L4	12.09'	N24°57'37"E
L5	28.67'	S08°42'20"E

SCALE: 1" = 50'

LEGEND

- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 3 OF 3

PATH:- J:AC3D\5192\SURVEY\FN-PUBLIC ACCESS - 0.111 AC.DWG

Unofficial Document

11 pgs 2021058513

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$44

CASE FILE# C8-2019-0217.1B

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

UNOFFICIAL DOCUMENT

EXCLUSIVE TRAIL AND RECREATIONAL EASEMENT

Date:	February 12, 2021
Grantor:	**CARMA EASTON, LLC.,** a Texas limited liability company
Grantor's Address:	11501 Alterra Parkway, Suite 100 Austin, Travis County, Texas 78758
City:	**CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson
City's Address:	P.O. Box 1088 Austin, Travis County, Texas 78767-1088
Easement Tract:	All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**
Easement Duration:	Perpetual
Easement Purpose:	To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and remove the Facilities.
Facilities:	Walkways, multi-use trails, and promenade structures with all associated steps, stairs, ramps, tunnels, walls, and other appurtenances which provide public connectivity and an area with structures and associated appurtenances for public recreational and community gathering activities and providing public connectivity as determined by the City in its reasonable discretion
Permitted Encumbrances:	Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

City Reviewer Initials

Grantor, for **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as a dedication to the City for park and recreational purposes within the meaning of Article II, Section 7, Paragraph (A) of the Austin City Charter and as may be necessary or desirable subject to the Permitted Encumbrances which must be construed as being prior in time to the dedication of the Easement Tract for park and recreational purposes, and subject to the rules and regulations promulgated, modified and amended by City from time to time governing the use of park and recreation property, together with (i) the right of free and uninterrupted ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

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UNOFFICIAL DOCUMENT

City Reviewer Initials

Executed effective the Date first above stated.

CARMA EASTON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY

By: _____
Name Chad Matheson
Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton, LLC., a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on FEBRUARY 22, 2021.

[Seal]

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

_____
Notary Public, State of TEXAS

City Reviewer Initials

Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By _____
Name Deborah Thomas
Title Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
PARKS AND RECREATION DEPARTMENT

By _____
Name Justin Stewart
Title. Senior PLANNER

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name _____
Title _____

City Reviewer Initials

Unofficial Document

Exhibit A

1 023 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NO 24
TRAVIS COUNTY, TX
TRAIL EASEMENT

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 1.023 ACRE TRACT OF LAND OUT OF AND A PORTION OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 232.233 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS IN DOCUMENT NUMBER 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND CONVEYED TO CARMA EASTON LLC. IN DOCUMENT NO. 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1.023 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the westernmost corner of said 232 233 acre tract of land, being in the northeast line of a called 133.849 acre tract of land conveyed to Carma Easton, LLC in Document Number 2015069748, Official Public Records of Travis County, Texas, same being at the southernmost corner of a called 94 441 acre tract of land conveyed to KB Home Lone Star, Inc in Document Number 2018195329, Official Public Records of Travis County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract,

THENCE, N26°58'58"E, with the southeast line of said 94.441 acre tract and the northwest line of said 232 233 acre tract of land, a distance of 56 33 feet to a calculated point for the westernmost corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, N26°58'58"E, continuing with the southeast line of said 94.441 acre tract and the northwest line of said 232 233 acre tract of land, a distance of 30 49 feet to a calculated point for corner,

THENCE, over and across said 232.233 acre tract the following nineteen (19) courses and distances, numbered 1 through 19,

1) S41°47'24"E, a distance of 28.97 feet to a calculated point for corner,
2) S63°01'02"E, a distance of 476.49 feet to a calculated point for corner,
3) N65°29'11"E, a distance of 50 08 feet to a calculated point for corner,
4) N13°59'23"E, a distance of 216 11 feet to a calculated point for corner,
5) N26°44'15"E, a distance of 79 17 feet to a calculated point for corner,
6) N33°26'35"E, a distance of 112 23 feet to a calculated point for corner,
7) N19°16'51"E, a distance of 8.75 feet to a calculated point for corner,
8) N03°24'53"E, a distance of 349.53 feet to a calculated point for corner,
9) N10°25'36"E, a distance of 5.86 feet to a calculated point for corner,
10) N17°26'20"E, a distance of 33.69 feet to a calculated point for corner,
11) N32°28'17"E, a distance of 15 46 feet to a calculated point for corner,
12) N17°28'17"E, a distance of 43.54 feet to a calculated point for corner,
13) N02°28'17"E, a distance of 15 62 feet to a calculated point for corner,
14) N17°26'20"E, a distance of 104 05 feet to a calculated point for corner,
15) N12°04'31"E, a distance of 343.40 feet to a calculated point for corner,
16) N25°31'38"W, a distance of 39.05 feet to a calculated point for corner,
17) N63°07'47"W, a distance of 34 20 feet to a calculated point for corner,
18) N66°55'05"W, a distance of 138 40 feet to a calculated point for corner, and
19) S76°00'39"W, a distance of 38 58 feet to a calculated point for corner, being in the southeast line of said 94 441 acre tract, and being in the northwest line of said 232 233 acre tract of land,

THENCE, N26°58'58"E, with a northwest line of said 232 233 acre tract of land and the southeast line of said 94 441 acre tract, a distance of 34 89 feet to a calculated point for the northernmost corner of the herein described tract of land,

THENCE, over and across said 232 233 acre tract the following sixteen (16) courses and distances, numbered 1 through 16,

Unofficial Document

1 023 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NO 24
TRAVIS COUNTY, TX
TRAIL EASEMENT

1) S83°28'32"E, a distance of 29 64 feet to a calculated point for corner,
2) S66°55'05"E, a distance of 139.07 feet to a calculated point for corner,
3) S63°07'47"E, a distance of 54.20 feet to a calculated point for corner,
4) S25°31'38"E, a distance of 32 81 feet to a calculated point for the easternmost corner of the herein described tract of land,
5) S12°04'31"W, a distance of 363 68 feet to a calculated point for corner,
6) S17°26'20"W, a distance of 103 94 feet to a calculated point for corner,
7) S02°28'17"W, a distance of 15 63 feet to a calculated point for corner,
8) S17°28'17"W, a distance of 45.65 feet to a calculated point for corner,
9) S32°28'17"W, a distance of 15.46 feet to a calculated point for corner,
10) S17°26'20"W, a distance of 33 12 feet to a calculated point for corner,
11) S03°24'53"W, a distance of 359.65 feet to a calculated point for corner,
12) S33°26'27"W, a distance of 121.21 feet to a calculated point for corner,
13) S26°44'15"W, a distance of 75 77 feet to a calculated point for corner,
14) S13°59'23"W, a distance of 240.23 feet to a calculated point for corner,
15) S65°29'11"W, a distance of 48 57 feet to a calculated point for the southernmost corner of the herein described tract of land,
16) N63°01'02"W, a distance of 529 85 feet to the **POINT OF BEGINNING** and containing 1 023 acres of land

Surveyed by _____ 31 JAN 2020

AARON V. THOMASON, R P L S NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph· 512-280-5160 Fax· 512-280-5165
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES

UNOFFICIAL DOCUMENT

SCALE: 1" = 200'

LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" CAPPED IRON ROD SET

JOHN G AND FRANCES M GARNER TRUST
PITTMAN ADDITION
LOT 1
VOL 76 PG 228

ELIAS VASQUEZ
(4 60 ACRES)
DOC NO.
2009046990

KB HOME LONE STAR, INC
(94 441 ACRES)
DOC NO. 2018195329

SANTIAGO DEL VALLE SURVEY,
ABSTRACT NO. 24

1.023 ACRES

CARMA EASTON,
LLC
(232.233 AC)
DOC NOs
2009003190 &
2016111842

CARMA EASTON, LLC,
(133.849 ACRES)
DOC. NO 2015069748

POINT OF BEGINNING

POINT OF COMMENCEMENT

N26°58'58"E
56.33'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32 L33 L34 L35 L36 L37

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

31 Jan 2020

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG #10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No (512) 280-5160 ◆ Fax No (512) 280-5165

SHEET 1 OF 2

PATH:- J:AC3D\5091\SURVEY\FN - TRAIL ESMT.DWG

SKETCH TO ACCOMPANY FIELD NOTES

UNOFFICIAL DOCUMENT

Line Table		
Line #	Length	Direction
L1	30.49	N26°58'58"E
L2	28.97	S41°47'24"E
L3	476.49	S63°01'02"E
L4	50.00	N65°29'11"E
L5	216.11	N13°59'23"E
L6	79.17	N26°44'15"E
L7	112.23	N33°26'35"E
L8	8.75	N19°16'51"E
L9	349.53	N03°24'53"E
L10	5.86	N10°25'36"E
L11	33.69	N17°26'20"E
L12	15.46	N32°28'17"E
L13	43.54	N17°28'17"E
L14	15.62	N02°28'17"E
L15	104.05	N17°26'20"E
L16	343.40	N12°04'31"E
L17	39.05	N25°31'38"W
L18	34.20	N63°07'47"W
L19	138.40	N66°55'05"W

Line Table		
Line #	Length	Direction
L20	38.58	S76°00'39"W
L21	34.89	N26°58'58"E
L22	29.64	S83°28'32"E
L23	139.07	S66°55'05"E
L24	54.20	S63°07'47"E
L25	32.81	S25°31'38"E
L26	363.68	S12°04'31"W
L27	103.94	S17°26'20"W
L28	15.63	S02°28'17"W
L29	45.65	S17°28'17"W
L30	15.46	S32°28'17"W
L31	33.12	S17°26'20"W
L32	359.65	S03°24'53"W
L33	121.21	S33°26'27"W
L34	75.77	S26°44'15"W
L35	240.23	S13°59'23"W
L36	48.57	S65°29'11"W
L37	529.85	N63°01'02"W

BEARING BASIS. TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ BPG # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
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SHEET 2 OF 2

PATH.- J:AC3D\5091\SURVEY\FN - TRAIL ESMT.DWG

Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: February 12, 2021

Affiant: Chad Matheson

Affiant Title: Chief Financial Officer

Owner: The person or entity in the Grant Document that is the holder of title to the Property

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant.

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy

Executed effective the Date first above stated

CARMA EASTON, LLC.,
A Texas limited liability company

By: _____
Name: Chad Matheson
Title. Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton, LLC., a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument

Given under my hand and seal of office on FEBRUARY 22, 2021.

[Seal]

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

Susan O. Martin
Notary Public, State of TEXAS

Unofficial Document

UNOFFICIAL DOCUMENT

NA

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767
Project Name: Colton Bluff Phase 1
Attn: Justin Stewart
Case No: C8-2019-0217.1B
Related Subdivision File No: SP-2019-0129D

PATRICK SULLIVAN
C/O CARLSON, BRIGANCE & DOERING INC
5501 W WILLIAM CANNON DRIVE
AUSTIN, TX 78749

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

2021058513

Mar 18, 2021 04:08 PM

Fee: $66.00 LOPEZS

24 pgs 2021060663

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

UNOFFICIAL DOCUMENT

Case No. SP-2019-0129D

INTEGRATED PEST MANAGEMENT RESTRICTIVE COVENANT

OWNER 1: **KB Home Lone Star, Inc., a Texas Corporation**

MAILING ADDRESS: **10800 Pecan Park Boulevard, Suite 200**
Austin, Travis County, Texas 78750

OWNER 2: **Carma Easton, LLC., a Texas limited liability company**

MAILING ADDRESS: **11501 Alterra Parkway, Suite 100**
Austin, Travis County, Texas 78758

OWNER: **Collectively Owner 1 and Owner 2.**

CONSIDERATION: Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: **All the following tracts:**

TRACT ONE: Being all of that certain 94.441 acres tract of land situated in the Santiago Del Valle Survey, Abstract Number 24, Travis County, Texas, being more particularly described as being all of Tract 1, A 94.441 acre tract of land conveyed to KB Home Lonestar, Inc , in Document Number 2018195329, being also all of Colton Bluff Phase 1, a subdivision recorded in Document Number 202000034 and also all of Colton Bluff Phase 1A, a subdivision recorded in Document Number 20200092, all of the Official Public Records of Travis County, Texas, more particularly described in the metes and bounds attached and incorporated herein as **Exhibit A**. (Owner 1)

TRACT TWO: Being all of that certain 101 525 acre tract or parcel of land out of the Santiago Del Valle Survey, Abstract Number 24, situated in Travis County, Texas, said tract of land being more particularly described as being a portion of a called 232.233 acre

City Reviewer Initials

tract of land described in Document Number 2009003190 of the Official Public Records of Travis County, Texas, and conveyed to Carma Easton, LLC., in Document Number 2016111842 of the Official Public Records of Travis County, Texas, more particularly described in the metes and bounds attached and incorporated herein as **Exhibit B**. (Owner 2)

TRACT THREE: Being all of that certain 64.402 acres tract or parcel of land out of the Santiago Del Valle Survey, Abstract Number 24, situated in Travis County, Texas, said tract of land being more particularly described as being a portion of a called 133.849 acre tract of land conveyed to Carma Easton, LLC , in Document Number 2015069748 of the Official Public Records of Travis County, Texas, more particularly described in the metes and bounds attached and incorporated herein as **Exhibit C**. (Owner 2)

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this Integrated Pest Management Restrictive Covenant (this "Restrictive Covenant"). This Restrictive Covenant shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors and assigns.

1. The owners shall comply with the Integrated Pest Management ("IPM") Plan on record, as approved by the Development Services Department ("DSD") for Subdivision or Site Plan Case No. SP-2019-0129D, as may be amended from time to time by the Owners upon approval by the DSD, said IPM Plan being available for review and inspection in the Office of the DSD in Subdivision or Case No. SP-2019-0129D.

2. If any person(s) or entity(s) shall violate or attempt to violate this Restrictive Covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person(s) or entity from such actions, and to collect damages for such actions.

3. If any part of this Restrictive Covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

JCB
City Reviewer Initials

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4. If at any time the City of Austin fails to enforce this Restrictive Covenant, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

5. This Restrictive Covenant may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the real property records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of the DSD of the City of Austin, or successor department; (b) by the owner(s) of the Property at the time of modification, amendment or termination at the time of such modification, amendment or termination; and (c) any mortgagees holding first lien security interests on any portion of the Property.

All citations to the Austin City Code shall refer to the Austin City Code of 2001, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

UNOFFICIAL DOCUMENT

City Reviewer Initials

UNOFFICIAL DOCUMENT

Executed to be effective on February 3, ~~2020~~ 2021.

OWNER 1:

KB Home Lone Star, Inc.,
A Texas Corporation

By: _____
Name: John Zinsmeyer
Title: Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared John Zinsmeyer, Vice President of KB Home Lone Star, Inc., a Texas Corporation, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument

Given under my hand and seal of office on 03 feb ~~2020~~ 2021

[Seal]

_____
Notary Public, State of Texas

KERRY L BOWER
Notary Public, State of Texas
My Commission Expires
June 19, 2023
NOTARY ID 13205583-5

_____
City Reviewer Initials

UNOFFICIAL DOCUMENT

OWNER 2:

Carma Easton, LLC.,
A Texas limited liability company

By: _____
Name: Chad Matheson
Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton, LLC., a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on ~~February~~ 22, 2021.

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

(Seal)

_____
Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: Deborah Thomas
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: Jay C. Baker
Title. Engineer C

JCB
City Reviewer Initials

UNOFFICIAL DOCUMENT

94.441 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NO 24
TRAVIS COUNTY, TX

EXHIBIT "A"

FIELD NOTES

BEING ALL OF THAT CERTAIN 94.441 ACRES TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF TRACT 1, A 94.441 ACRE TRACT OF LAND CONVEYED TO KB HOME LONESTAR INC. IN DOCUMENT NUMBER 2018195329, BEING ALSO ALL OF COLTON BLUFF PHASE 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 202000034 AND BEING ALSO ALL OF COLTON BLUFF PHASE 1A, A SUBDIVISION RECORDED IN DOCUMENT 20200092, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 94.441 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½" iron rod found being the easternmost corner of Lot 51, Block Q of said Colton Bluff Phase 1, being also the northernmost corner of a called 3.00 acre tract of land conveyed to John G. and Frances M. Garner Trust in Volume 13199, Page 414 of the Real Property Records of Travis County, Texas (R.P.R.T.C.TX.), and being also a point on a southern right-of way line of Colton Bluff Springs Road (R.O.W. Varies), for the easternmost corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said Colton Bluff Phase 1, said 3.00 acre tract, Lot 1, Pittman Addition, a subdivision recorded in Volume 76, Page 228 of the Plat records of Travis County, Texas (P.R.T C.TX.), and a called 232.233 acre tract of land conveyed to Carma Easton, LLC., in Document Number 2016111842 (O.P.R.T.C.TX.), S26°58'58"W, a distance of 2,603.46 feet to a capped ½" iron rod found stamped CM&N, being the southernmost corner of said lot 51, Block Q, being also the westernmost corner of said 232.233 acre tract, and being also a northern corner of a called 133.849 acre tract of land conveyed to Carma Easton, LLC., in Document Number 2015069748 (O.P.R.T.C.TX.), for southernmost corner of the herein described tract,

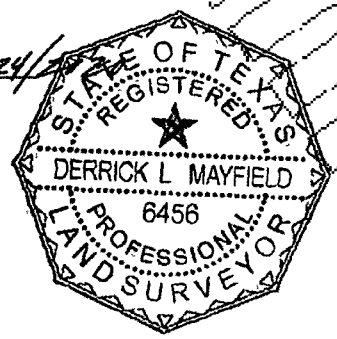
THENCE, with the common boundary line of said Colton Bluff Phase 1, said 133.849 acre tract, and a called 25 00 acre tract of land conveyed to Stan West et al, in Document Number 2016074607 (O.P.R.T.C.TX.), the following three (3) courses and distances, numbered 1 through 3,

1. N62°43'31"W, a distance of 1,176.07 feet to a capped ½" iron rod found stamped "CM&N",
2. N27°42'29"E, at a distance of 1,284.34 feet to a capped ½" iron rod found stamped "CM&N", and
3. N62°46'21"W, a distance of 829.80 feet to a capped ½" iron rod found stamped "CBD SETSTONE", being a western corner of Lot 1, Block B of said Colton Bluff Phase 1, same being a northern corner of said 25.00 acre tract, and being also a point on an eastern right-of-way line of McKinney Falls Parkway (R.O.W. Varies), for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said Colton Bluff Phase 1, said McKinney Falls Parkway, said Colton bluff Phase 1A, and said Colton Bluff Springs Road, the following three (3) courses and distances, numbered 1 through 3,

1. N27°08'04"E, a distance of 1,125.10 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature to the right,
2. with said curve to the right, having a radius of 324.27 feet, an arc length of 385.27 feet, and whose chord bears N83°29'36"E, a distance of 363.00 feet, to a capped ½" iron rod set stamped "CBD SETSTONE", for the northernmost corner of the herein described tract, and
3. S62°28'58"E, a distance of 1,683.94 feet to the **POINT OF BEGINNING** and containing 94.441 acres.

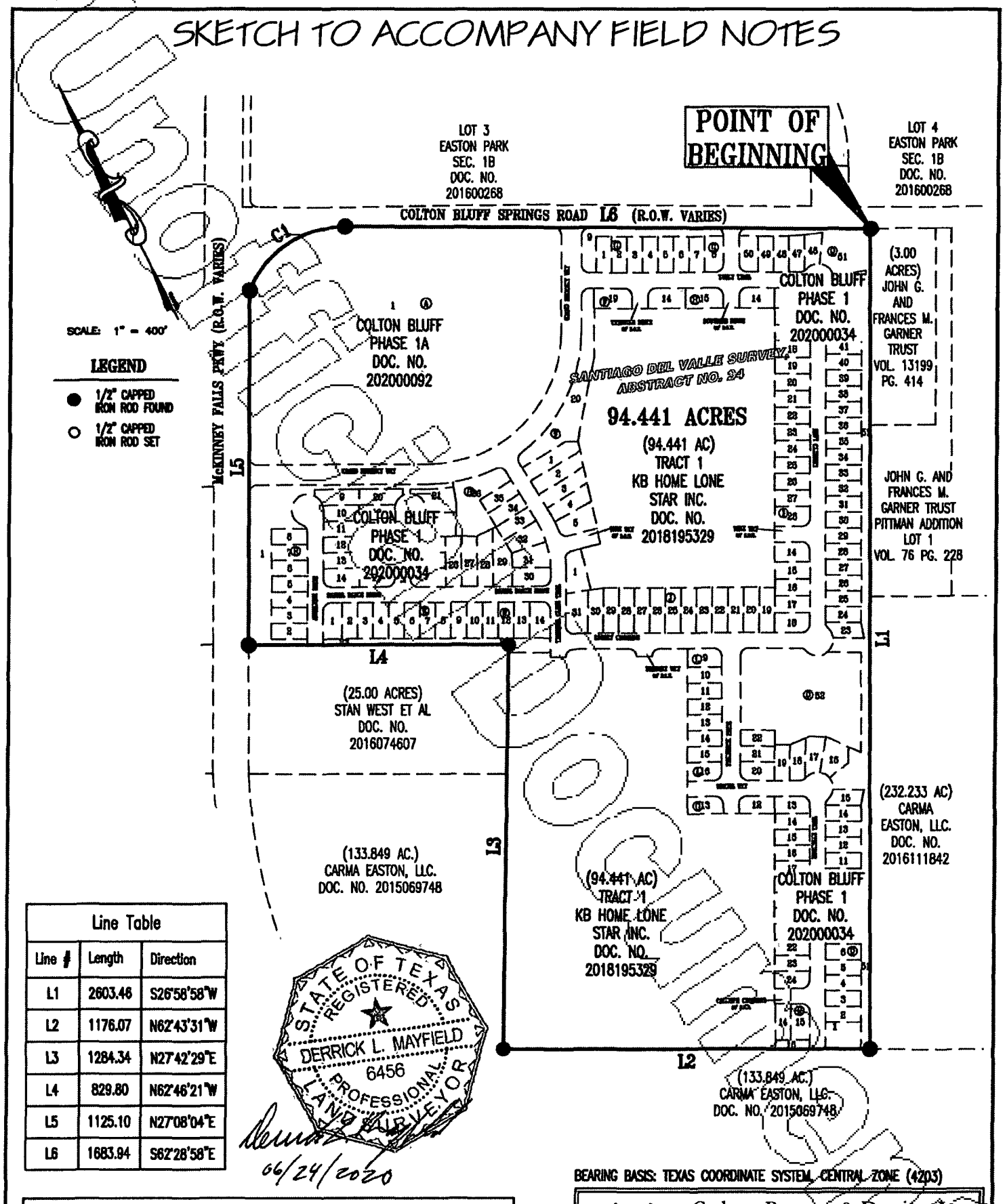
Surveyed by: Derrick L. Mayfield 06/24/



Derrick L. Mayfield, R.P.L.S. NO. 6456
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph· 512-280-5160 Fax· 512-280-5165
dlmayfield@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L1	2603.46	S26°58'58"W
L2	1176.07	N62°43'31"W
L3	1284.34	N27°42'29"E
L4	829.80	N62°46'21"W
L5	1125.10	N27°08'04"E
L6	1683.94	S62°28'58"E

STATE OF TEXAS REGISTERED DERRICK L. MAYFIELD 6456 PROFESSIONAL LAND SURVEYOR

06/24/2020

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	385.27	324.27	N83°29'36"E	363.00	219.03	68°04'25"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\Autocad 2004 Land Projects\4902\survey\FN - 94.441 AC

EXHIBIT "B"

FIELD NOTES

BEING ALL OF THAT CERTAIN 101.525 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 232.233 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2009003190, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND CONVEYED TO CARMA EASTON, LLC., IN DOCUMENT NUMBER 2016111842 (O.P.R.T.C.TX.), SAID 101.525 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped ½" iron rod stamped "CHAPARRAL", being a western corner of said 232.233 acre tract, same being a point on a northern right-of-way line of Sassman Road (70' R.O.W.), and being also the southernmost corner of a called 133 849 acre tract of land conveyed to Carma Easton, LLC., in Document Number 2015069748 (O.P.R.T.C.TX.), for the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 232.233 acre tract and said 133 849 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1. N27°20'35"E, a distance of 1941.73 feet to a capped ½" iron rod found stamped "CHAPARRAL",
2. N62°41'26"W, a distance of 500 02 feet to a calculated point,
3. N27°22'03"E, a distance of 783.85 feet to a capped ½" iron rod found stamped "CHAPARRAL", and
4. N62°42'02"W, a distance of 999.19 feet to a capped ½" iron rod found stamped "4453", being a western corner of said 232.233 acre tract, same being a northern corner of said 133.849 acre tract and being also the southernmost corner of Lot 51, Block Q, Colton Bluff Phase 1, a subdivision recorded in Document Number 202000034 (O P R T C.TX.), for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 232.233 acre tract and said Colton Bluff Phase 1, N26°59'42"E, a distance of 1437.61 feet to a calculated point, being a northwestern corner of said 232.233 acre tract, same being a point on an eastern boundary line of said Colton Bluff Phase 1, and being also a southwestern corner of Lot 1, John G. and Frances M. Garner Trust Pittmann Addition, a subdivision recorded in Volume 76, Page 228 of the Plat Records of Travis County, Texas, for the northernmost corner of the herein described tract,

THENCE, with the common boundary line of said 232.233 acre tract, said Lot 1, and a called 4.60 acre tract of land conveyed to Elias Vasquez in Document Number 2009046990 (O.P.R.T.C.TX.), S63°01'01"E, a distance of 478.06 feet to a calculated point, being a point on a northern boundary line of said 232.233 acre tract, same being a point on a southern boundary line of said 4.60 acre tract and being also the northernmost corner of a called 1.008 acre tract of land conveyed to Michael C. Stouse in Document Number 2019051416 (O.P.R.T.C.TX.),

THENCE, with the common boundary line of said 232.233 acre tract and said 1 008 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. S26°58'59"W, a distance of 148.54 feet to a calculated point,
2. S63°01'01"E, a distance of 295.61 feet to a calculated point, and
3. N26°58'59"E, a distance of 148.54 feet to a calculated point, being a point on a northern boundary line of said 232.233 acre tract, same being the easternmost corner of said 1 008 acre tract, and being also a point on a southern boundary line of a called 5 553 acre tract of land conveyed to Carma Easton, LLC., in Document Number 2016083215 (O.P R.T.C.TX),

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THENCE, with the common boundary line of said 232.233 acre tract and said 5.553 acre tract, S63°01'01"E, a distance of 83 56 feet to a capped 1/2" iron rod found stamped "PELOTON", being a northern corner of said 232.233 acre tract, same being a southeastern corner of said 5.553 acre tract, and being also the westernmost corner of Lot 34, Block 1 of Easton Park Section 2B, Phase 1, a subdivision recorded in Document Number 201700302 (O P.R.T.C.TX.),

THENCE, with the common boundary line of said 232 233 acre tract and said Easton Park Section 2B Phase 1, the following nine (9) courses and distances, numbered 1 through 9,

1. S43°27'57"E, a distance of 331.84 feet to a calculated point,
2. S34°32'23"W, a distance of 123.15 feet to a calculated point,
3. S30°29'54"W, a distance of 37 58 feet to a calculated point,
4. S57°38'00"E, a distance of 168 43 feet to a calculated point, at a point of curvature, for a curve to the left,
5. with said curve to the left, having a radius of 1325 00 feet, an arc length of 34.31 feet, and whose chord bears S31°37'29"W, a distance of 34 31 feet to a calculated point,
6. N59°07'02"W, a distance of 120 41 feet to a calculated point,
7. S29°31'16"W, a distance of 160 89 feet to a calculated point,
8. S19°30'41"W, a distance of 214 53 feet to a calculated point, and
9. S12°32'34"W, a distance of 203.74 feet to a calculated point, being a point on a western boundary line of said 232.233 acre tract, same being a southwestern corner of Lot 25, Block 1 of said Easton Park Section 2B, Phase 1 and being also a northwestern corner of Lot 24, Block 1 of said Easton Park, Section 2B, Phase 3, a subdivision recorded in Document Number 201700307 (O.P.R.T.C.TX.),

THENCE, with the common boundary line of said 232.233 acre tract and said Easton Park Section 2B, Phase 3, the following ten (10) courses and distances, numbered 1 through 10,

1. S03°22'56"W, a distance of 160.83 feet to a calculated point,
2. N88°24'14"W, a distance of 190.24 feet to a calculated point,
3. S15°14'52"W, a distance of 325 81 feet to a calculated point,
4. S38°12'57"E, a distance of 240 17 feet to a calculated point,
5. S09°06'17"E, a distance of 134.29 feet to a calculated point, at a point of curvature, for a curve to the left,
6. with said curve to the left, having a radius of 50.00 feet, an arc length of 85.17 feet, and whose chord bears S12°19'41"E, a distance of 75.24 feet to a calculated point, at a point of curvature, for a curve to the right,
7. with said curve to the right, having a radius of 15.00 feet, an arc length of 13.62 feet, and whose chord bears S35°06'53"E, a distance of 13 16 feet to a calculated point,
8. S80°53'43"W, a distance of 120 00 feet to a calculated point,
9. S09°06'17"E, a distance of 440.02 feet to a calculated point, at a point of curvature, for a curve to the left, and
10. with said curve to the left, having a radius of 170.00 feet, an arc length of 360.40 feet, and whose chord bears S38°22'16"E, a distance of 296.60 feet to a calculated point, being a southeastern corner of Lot 5, Block 1 of said Easton Park Section 2B, Phase 3, and being also a point on a northern boundary line of Lot 13, Block A of Mirabel Park, Phase 2 Easton Park Section 2C, a subdivision recorded in Document Number 202000104 (O.P R.T.C TX),

THENCE, with the common boundary line of said 232.233 acre tract, and said Mirabel Park, Phase 2 Easton Park Section 2C, the following twenty (20) courses and distances, numbered 1 through 20,

1. S80°53'40"W, a distance of 211.90 feet to a calculated point,
2. S03°37'03"W, a distance of 130.74 feet to a calculated point,
3. S02°39'48"E, a distance of 23.91 feet to a calculated point,
4. S08°54'16"E, a distance of 36.00 feet to a calculated point,
5. S14°50'08"E, a distance of 14.00 feet to a calculated point,
6. S13°34'30"E, a distance of 30.60 feet to a calculated point,
7. S11°35'56"E, a distance of 31.45 feet to a calculated point,
8. S17°12'37"E, a distance of 93.64 feet to a calculated point,
9. S19°22'14"W, a distance of 388.84 feet to a calculated point,
10. S36°26'06"E, a distance of 302.88 feet to a calculated point, at a point of curvature, for a curve to the left,
11. with said curve to the left, having a radius of 15.00 feet, an arc length of 23.54 feet, and whose chord bears S81°23'11"E, a distance of 21 20 feet to a calculated point,
12. N53°39'44"E, a distance of 291.22 feet to a calculated point, at a point of curvature, for a curve to the left,
13. with said curve to the left, having a radius of 465.00 feet, an arc length of 151 58 feet, and whose chord bears N44°19'25"E, a distance of 150.91 feet to a calculated point,
14. S55°00'54"E, a distance of 70.00 feet to a calculated point,
15. N34°07'11"E, a distance of 16.16 feet to a calculated point, at a point of curvature, for a curve to the right,
16. with said curve to the right, having a radius of 15.00 feet, an arc length of 21.92 feet, and whose chord bears N75°07'23"E, a distance of 20.02 feet to a calculated point,
17. S63°00'30"E, a distance of 339 92 feet to a calculated point, at a point of curvature, for a curve to the right,
18. with said curve to the right, having a radius of 455 00 feet, an arc length of 120.18 feet, and whose chord bears S55°26'28"E, a distance of 119.84 feet to a calculated point,
19. S47°52'27"E, a distance of 154.45 feet to a calculated point, at a point of curvature, for a curve to the left, and
20. with said curve to the left, having a radius of 935.00 feet, an arc length of 63.78 feet, and whose chord bears S49°49'42"E, a distance of 63.77 feet to a calculated point, being a point on a northern boundary line of said 232.233 acre tract, same being a point on a southern right-of-way line of Skytex Street (70' R.O.W.), and being also a point on a western boundary line of a called 20.041 acre tract of land conveyed to Carma Easton, LLC., in Document Number 2015165241 (O P R.T.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 232.233 acre tract and said 20.041 acre tract, S26°53'42"W, a distance of 890.04 feet to a calculated point, being a point on an eastern boundary line of said 232.233 acre tract, same being a point on a western boundary line of said 20.041 acre tract, and being also a northeastern corner of a called 9 662 acre tract of land described in Document Number 2007224638 (O.P.R.T C.TX), and conveyed to Carma Easton, LLC , in Document Number 2016111842 (O P R.T.C.TX.),

THENCE, with the common boundary line of said 232.233 acre tract and said 9.662 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. N60°58'52"W, a distance of 825 31 feet to a calculated point, and
2. S26°46'12"W, a distance of 510.71 feet to a capped ½" iron rod found stamped "BIG SKY", being a point on a southern boundary line of said 232.233 acre tract, same being a western corner of said 9.662 acre tract, and being also a point on a northern right-of-way line of said Sassman Road, for the southernmost corner of the herein described tract,

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THENCE, with the common boundary line of said 232.233 acre tract and said Sassman Road, N60°59'13"W, a distance of 1014.50 feet to the **POINT OF BEGINNING** and containing 101 525 acres of land.

Surveyed by: _____ 09 Jul 2020

Aaron V. Thomason, R.P.L.S. NO. 6214
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5501 West William Cannon
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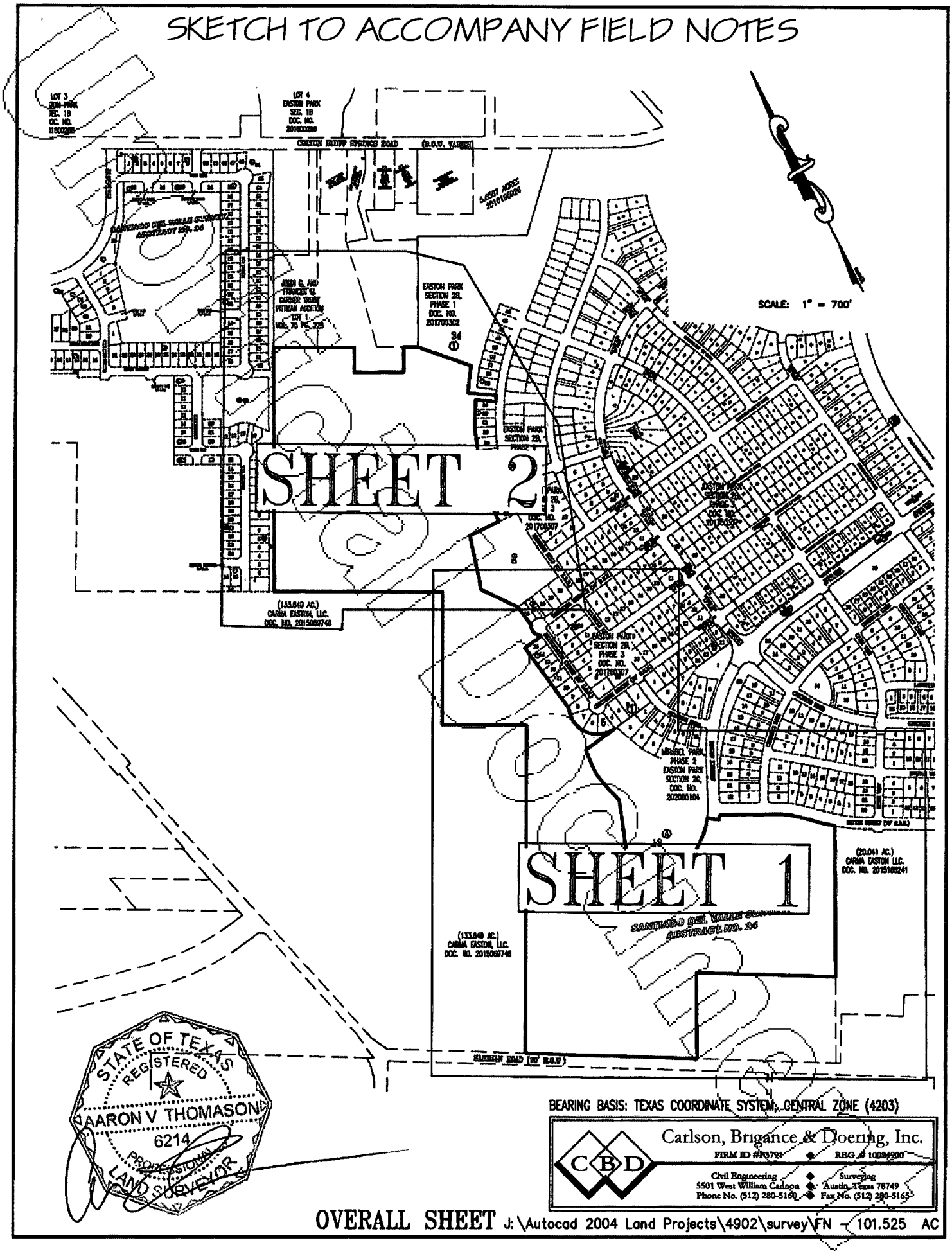
aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Unofficial Document

SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

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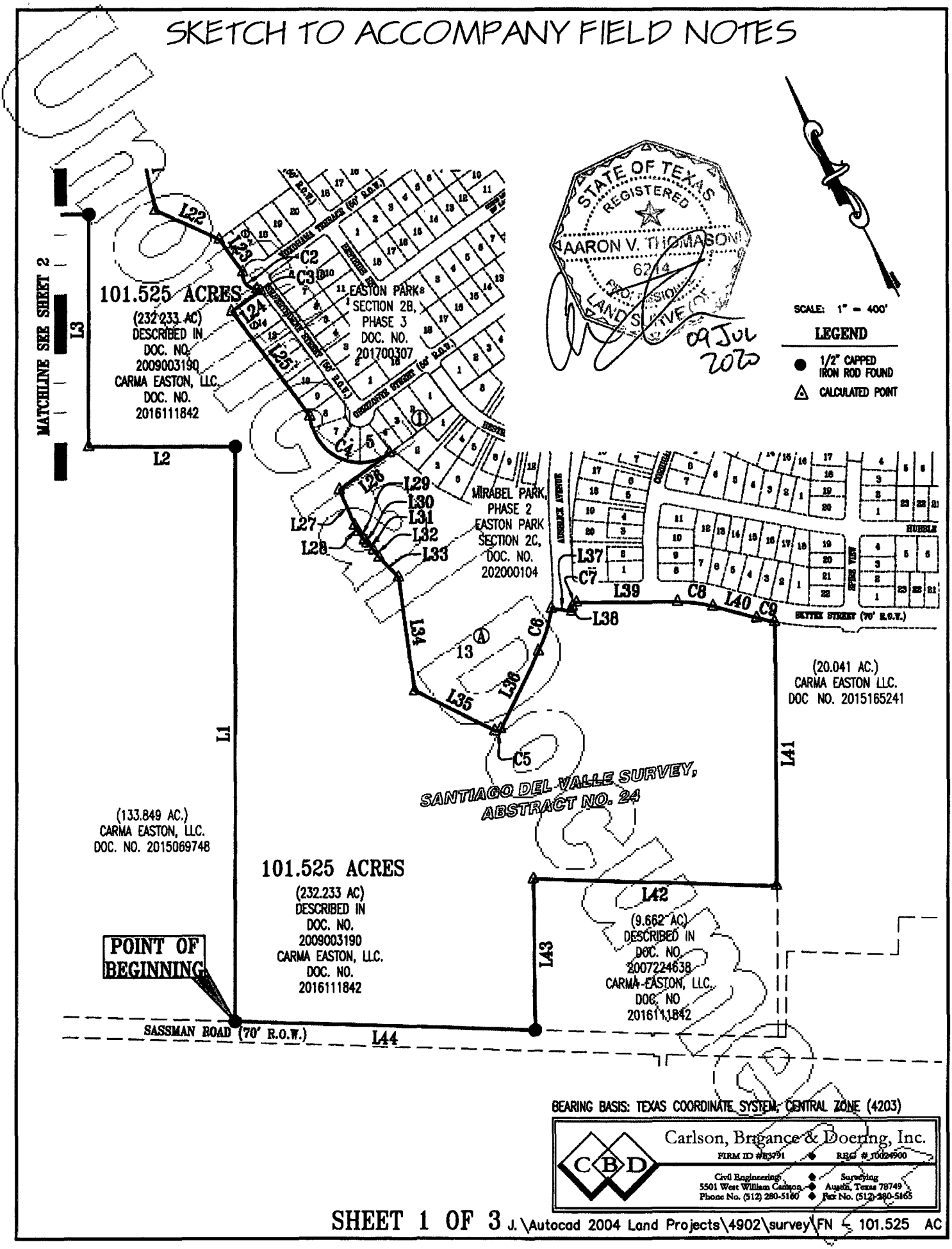
OVERALL SHEET J:\Autocad 2004 Land Projects\4902\survey\FN - 101.525 AC

SKETCH TO ACCOMPANY FIELD NOTES



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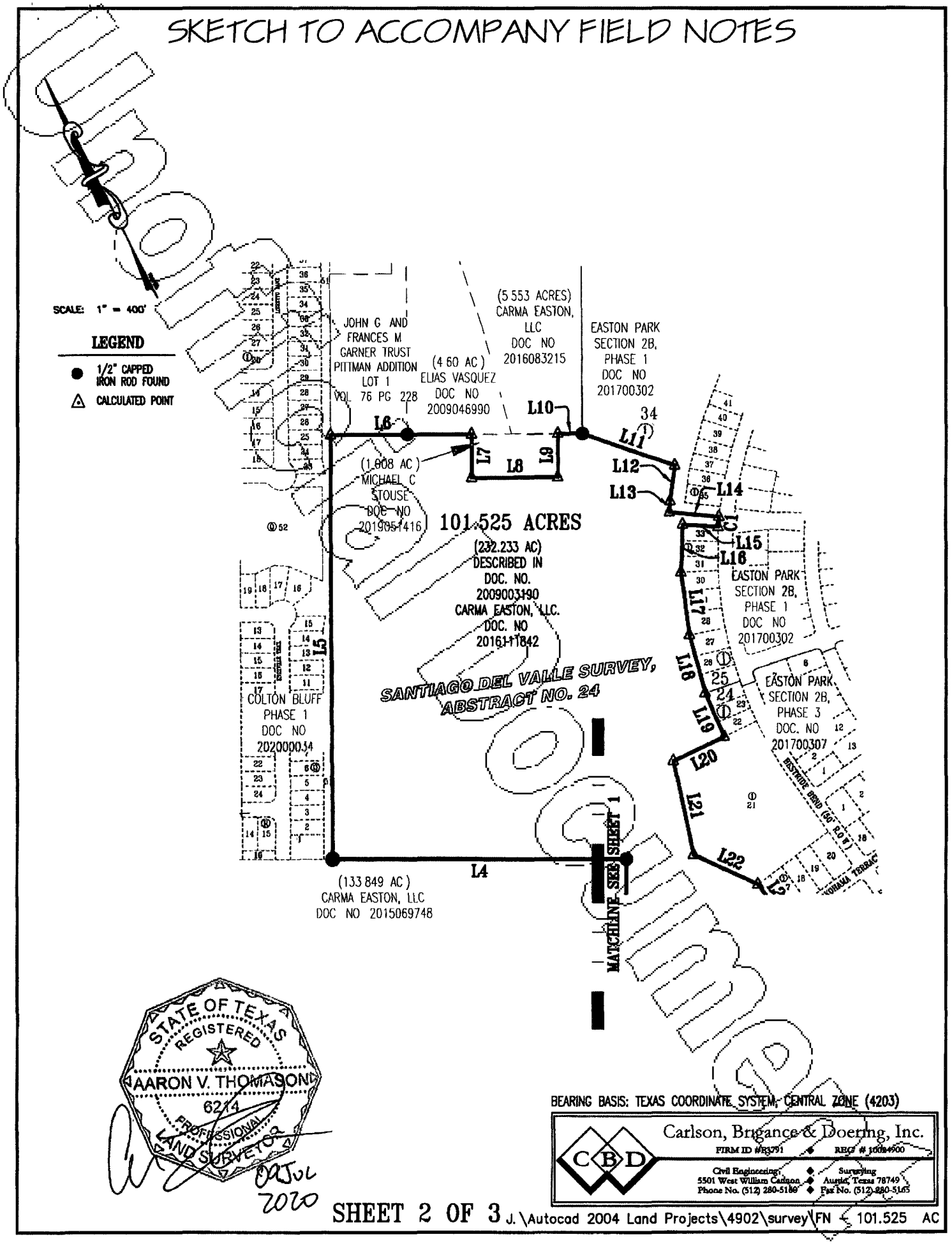
SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

07 JUL 2020

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SKETCH TO ACCOMPANY FIELD NOTES

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Line Table		
Line #	Length	Direction
L1	1941.73	N27°20'35"E
L2	500.02	N62°41'26"W
L3	783.85	N27°22'03"E
L4	999.19	N62°42'02"W
L5	1437.61	N26°59'42"E
L6	478.06	S63°01'01"E
L7	148.54	S26°58'59"W
L8	295.61	S63°01'01"E
L9	148.54	N26°58'59"E
L10	83.56	S63°01'01"E
L11	331.84	S43°27'57"E
L12	123.15	S34°32'23"W
L13	37.58	S30°29'54"W
L14	168.43	S57°38'00"E
L15	120.41	N59°07'02"W

Line Table		
Line #	Length	Direction
L16	160.89	S29°31'16"W
L17	214.53	S19°30'41"W
L18	203.74	S12°32'34"W
L19	160.83	S03°22'56"W
L20	190.24	N88°24'14"W
L21	325.81	S15°14'52"W
L22	240.17	S38°12'57"E
L23	134.29	S09°06'17"E
L24	120.00	S80°53'43"W
L25	440.02	S09°06'17"E
L26	211.90	S80°53'40"W
L27	130.74	S03°37'03"W
L28	23.91	S02°39'48"E
L29	36.00	S08°54'16"E
L30	14.00	S14°50'08"E

Line Table		
Line #	Length	Direction
L31	30.60	S13°34'50"E
L32	31.45	S11°35'56"E
L33	93.64	S17°12'37"E
L34	388.84	S19°22'14"W
L35	302.88	S36°26'06"E
L36	291.22	N53°39'44"E
L37	70.00	S55°00'54"E
L38	16.16	N34°07'11"E
L39	339.92	S63°00'30"E
L40	154.45	S47°52'27"E
L41	890.04	S26°53'42"W
L42	825.31	N60°58'52"W
L43	510.71	S26°46'12"W
L44	1014.50	N60°59'13"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	34.31	1325.00	S31°37'29"W	34.31	17.16	1°29'01"
C2	85.17	50.00	S12°19'41"E	75.24	57.11	97°35'51"
C3	13.62	15.00	S35°06'53"E	13.16	7.32	52°02'16"
C4	360.40	170.00	S38°22'16"E	296.60	303.35	121°27'59"
C5	23.54	15.00	S81°23'11"E	21.20	14.97	89°54'10"
C6	151.58	465.00	N44°19'25"E	150.91	76.47	18°40'38"
C7	21.92	15.00	N75°07'23"E	20.02	13.44	83°44'14"
C8	120.18	455.00	S55°26'28"E	119.84	60.44	15°08'03"
C9	63.78	935.00	S49°49'42"E	63.77	31.90	3°54'30"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

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64.402 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

EXHIBIT "C"

FIELD NOTES

BEING ALL OF THAT CERTAIN 64.402 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 133.849 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON, LLC., IN DOCUMENT NUMBER 2015069748 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 64.402 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped ½" iron rod stamped "4453", being a northern corner of said 133.849 acre tract and being also a western corner of a called 94.441 acre tract of land conveyed to KB Home Lone Star Inc., in Document Number 2018195329 (O.P.R.T.C.TX.), for the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 133.849 acre tract, said 94.441 acre tract, and Colton Bluff Phase 1, a subdivision recorded in Document Number 202000034 (O.P.R.T.C.TX.), S62°43'31"E, a distance of 1176.07 feet to a capped ½" iron rod found stamped "4453", being a northern corner of said 133.849 acre tract, same being the southernmost corner of said Colton Bluff Phase 1, and being also a western corner of a called 232.233 acre tract of land conveyed to Carma Easton, LLC., in Document Number 2016111842 (O.P.R.T.C.TX.),

THENCE, with the common boundary line of said 133.849 acre tract and said 232.233 acre tract, S62°42'02"E, a distance of 424.74 feet to a capped ½" iron rod found stamped "CBD SETSTONE", being a point on a northeastern boundary line of said 133.849 acre tract and being also a point on a southwestern boundary line of said 232.233 acre tract, for the easternmost corner of the herein described tract,

THENCE, crossing said 133.849 acre tract, the following seventeen (17) courses and distances, numbered 1 through 17,

1. S18°38'34"E, a distance of 107.43 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
2. S05°37'45"W, a distance of 48.79 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
3. S13°36'34"W, a distance of 36.12 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
4. S31°19'36"W, a distance of 44.08 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
5. S60°46'19"W, a distance of 45.42 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
6. S32°29'55"W, a distance of 280.00 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
7. S36°02'23"W, a distance of 55.34 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
8. S42°52'32"W, a distance of 51.49 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
9. S49°27'54"W, a distance of 51.49 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
10. S55°57'59"W, a distance of 50.54 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
11. S58°38'11"W, a distance of 333.03 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right,
12. with said curve to the right, having a radius of 800.00 feet, an arc length of 241.13 feet, and whose chord bears S67°16'16"W, a distance of 240.22 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
13. S75°54'21"W, a distance of 254.48 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
14. S66°18'43"W, a distance of 84.05 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
15. S86°29'43"W, a distance of 78.02 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
16. N74°16'50"W, a distance of 92.87 feet to a capped ½" iron rod set stamped "CBD SETSTONE", and
17. S74°59'42"W, a distance of 114.40 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being a point on a southwestern boundary line of said 133.849 acre tract and being also a point on a

northeastern right-of-way line of Mckinney Falls Parkway (R.O.W. Varies), for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 133.849 acre tract and said McKinney Falls Parkway, the following six (6) courses and distances, numbered 1 through 6,

1. N15°00'04"W, a distance of 693.60 feet to a capped ½" iron rod set stamped "TRAVIS COUNTY",
2. N74°25'12"E, a distance of 33.40 feet to a capped ½" iron rod found stamped "TRAVIS COUNTY",
3. N15°06'42"W, a distance of 456.47 feet to a capped ½" iron rod found stamped "TRAVIS COUNTY",
4. N15°29'35"W, a distance of 38.65 feet to a capped ½" iron rod found stamped "TRAVIS COUNTY",
5. N14°49'23"W, a distance of 505.15 feet to a capped ½" iron rod found stamped "TRAVIS COUNTY", at a point of curvature, for a curve to the right, and
6. with said curve to the right, having a radius of 1842.50 feet, an arc length of 1265.88 feet, and whose chord bears N04°50'51"E, a distance of 1241.13 feet to a capped ½" iron rod found stamped "TRAVIS COUNTY", being the northernmost corner of said 133.849 acre tract, same being a point on an eastern right-of-way line of said McKinney Falls Parkway and being also a southwestern corner of a called 25.00 acre tract of land conveyed to Stan West et al, in Document Number 2016074607 (O.P.R.T.C.TX.), for the northernmost corner of the herein described tract,

THENCE, with the common boundary line of said 133.849 acre tract and said 25.00 acre tract, S62°45'22"E, a distance of 824.29 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being a northern corner of said 133.849 acre tract, same being the southernmost corner of said 25.00 acre tract and being also a point on a western boundary line of said 94.441 acre tract,

THENCE, with the common boundary line of said 133.849 acre tract, said 94.441 acre tract, S27°42'29"W, a distance of 874.27 feet to the **POINT OF BEGINNING** and containing 62.402 acres of land.

Surveyed by: _____ 04/25/2020

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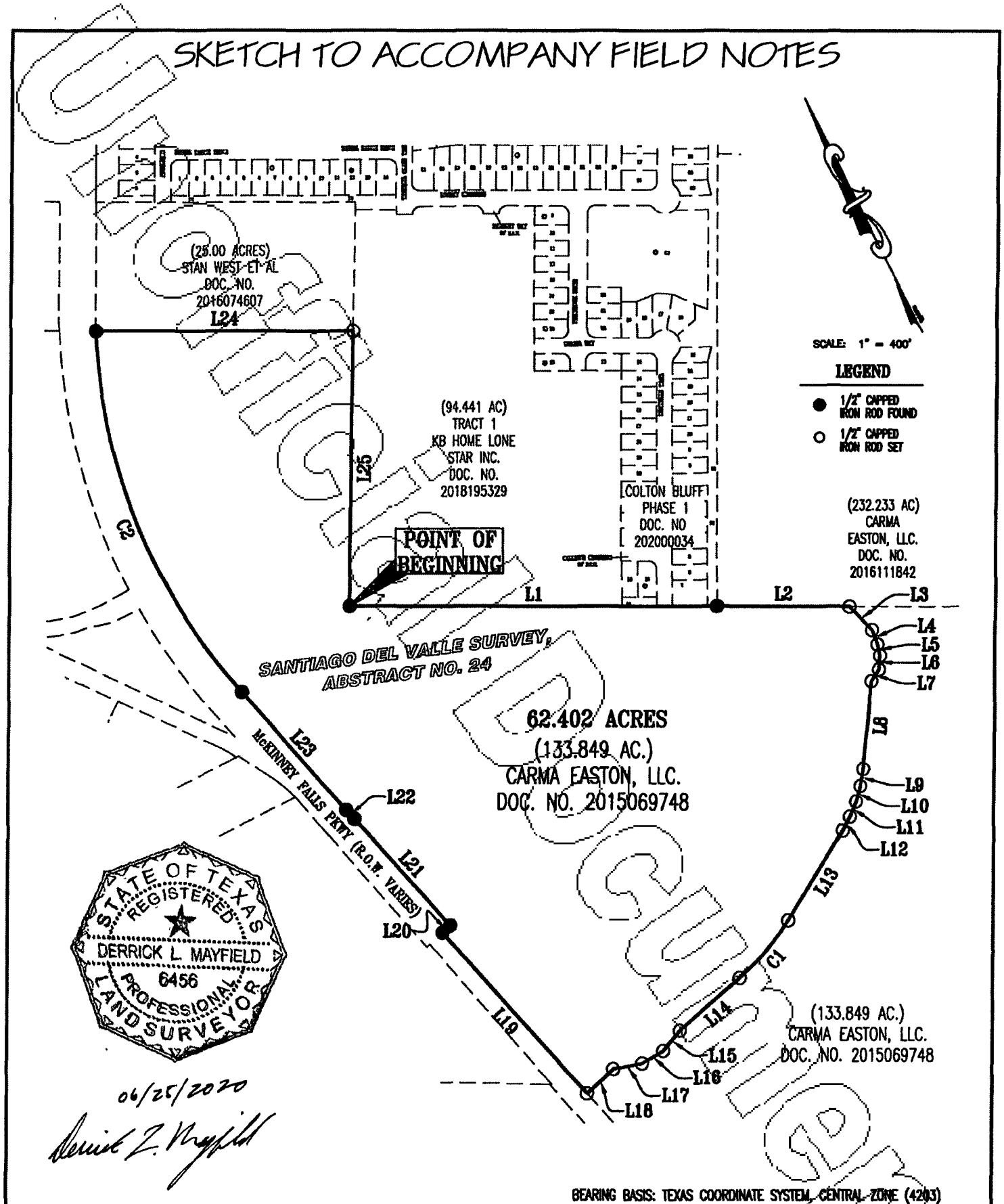
dlmayfield@cbdeng.com.

STATE OF TEXAS
REGISTERED
DERRICK L. MAYFIELD
6456
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

UNOFFICIAL DOCUMENT

SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

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 J:\Autocad 2004 Land Projects\4902\survey\FN - 62.402 AC

SKETCH TO ACCOMPANY FIELD NOTES

Unofficial Document

Line Table		
Line #	Length	Direction
L1	1176.07	S62°43'31"E
L2	424.74	S62°42'02"E
L3	107.43	S18°38'34"E
L4	48.79	S05°37'45"W
L5	36.12	S13°36'34"W
L6	44.08	S31°19'36"W
L7	45.42	S60°48'19"W
L8	280.00	S32°29'55"W
L9	55.34	S36°02'23"W
L10	51.49	S42°52'32"W
L11	51.49	S49°27'54"W
L12	50.54	S55°57'59"W
L13	333.03	S58°38'11"W

Line Table		
Line #	Length	Direction
L14	254.48	S75°54'21"W
L15	84.05	S66°18'43"W
L16	78.02	S86°29'43"W
L17	92.87	N74°16'50"W
L18	114.40	S74°59'42"W
L19	693.60	N15°00'04"W
L20	33.40	N74°25'12"E
L21	456.47	N15°06'42"W
L22	38.65	N15°29'35"W
L23	505.15	N14°49'23"W
L24	824.29	S62°45'22"E
L25	874.27	S27°42'29"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	241.13	800.00	S67°16'16"W	240.22	121.48	17°16'11"
C2	1265.88	1842.50	N04°50'51"E	1241.13	659.07	39°21'53"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 2 OF 2 J:\Autocad 2004 Land Projects\4902\survey\FN - 62.402 AC

UNOFFICIAL DOCUMENT

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: **January 20, 2021**

Affiant: **John Zinsmeyer**

Affiant Title: **Vice President of KB Home Lone Star, Inc., a Texas Corporation**

Owner: The person or entity in the Grant Document that is the holder of title to the Property

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: Tract One identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that

1. Owner holds title to the Property,

2 there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property,

3 there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4 all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property, and

6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

KB Home Lone Star, Inc.,
A Texas Corporation

By: _____
Name: John Zinsmeyer
Title: Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared John Zinsmeyer, Vice President of KB Home Lone Star, Inc., a Texas Corporation, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 03 Feb 2021.

[Seal]

_____
Notary Public, State of Texas

KERRY L BOWER
Notary Public, State of Texas
My Commission Expires
June 19, 2023
NOTARY ID 13205583-5

Unofficial Document

UNOFFICIAL DOCUMENT

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: **January 20, 2021**

Affiant: **Chad Matheson**

Affiant Title: **Chief Financial Officer of Carma Easton, LLC., a Texas limited liability company**

Owner: The person or entity in the Grant Document that is the holder of title to the Property

Grant Document: The document to which this Affidavit of No Liens is attached and referred to

Property: Tract Three identified in the Grant Document that is the subject of the Grant Document

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that.

1. Owner holds title to the Property;

2 there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property,

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

Carma Easton, LLC.,
A Texas limited liability company

By: _____
Name: Chad Matheson
Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton, LLC , a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on FEBRUARY 22, 2021.

[Seal]

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

_____
Notary Public, State of Texas

Unofficial Document

Unofficial Document

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: **Colton Bluff Drainage & Wastewater Improvements**
Project Case Manager. **Clarissa E. Davis**
Site Plan No : **SP-2019-0129D**

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2021060663

Mar 22, 2021 01:59 PM
Fee: $118.00 MACEDOS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
May 03, 2021 11:46 AM Fee: $94.00
2021098074
Electronically Recorded

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

AMENDED AND RESTATED NOTICE OF DESIGNATION OF COMMON AREA

THIS AMENDED AND RESTATED NOTICE OF DESIGNATION OF COMMON AREA IS RECORDED TO CORRECT THE LEGAL DESCRIPTION OF THE COMMON AREA AS STATED IN THAT CERTAIN NOTICE OF DESIGNATION OF COMMON AREA RECORDED AS DOCUMENT NO. 2021087306, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THIS AMENDED AND RESTATED NOTICE OF DESIGNATION OF COMMON AREA REPLACES IN ITS ENTIRETY THAT CERTAIN NOTICE OF DESIGNATION OF COMMON AREA RECORDED AS DOCUMENT NO. 2021087306, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to Easton Park Master Covenant *[Commercial]*, recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended from time to time.

EASTON PARK

AMENDED AND RESTATED NOTICE OF DESIGNATION OF COMMON AREA

This Amended and Restated Notice of Designation of Common Area ("**Notice**") is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. Common Area. Pursuant to that certain Easton Park Master Covenant *[Commercial]*, recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant [Commercial]**"), Declarant may, from time to time, designate any interest in real property or improvements as "**Common Area**" (as such term is defined in the Master Covenant [Commercial]).

2. Designation. Pursuant to the Master Covenant [Commercial], upon the Recordation of this Notice, Declarant hereby designates as Common Area portions of Lot 1A, Easton Park, Section 1B Amended Plat, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201700270 in the Official Public Records of Travis County, Texas as follows:

TRACT ONE:
That 0.2694 of an acre tract of land identified on **Exhibit "A"**, attached hereto and incorporated herein (Easton Park signage monumentation and sidewalk).

TRACT TWO:
That 0.2677 of an acre tract of land identified on **Exhibit "B"**, attached hereto and incorporated herein (Easton Park signage monumentation and sidewalk).

Tract One and Tract Two shall be collectively referred to herein as the "**Common Area**."

3. Maintenance of Common Area. Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Residential Association**"), the property owners association formed to exercise the powers and assume the authority specified in the that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant [Residential]**"), shall maintain the Common Area as Shared Facilities and Amenities. The Residential Association shall have the right of ingress and egress over and the right of access to the Common Area as provided in the Master Covenant [Commercial] and Master Covenant [Residential].

4. Miscellaneous. This Notice constitutes a notice of designation of Common Area under the Master Covenant [Commercial]. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant [Commercial].

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date of Recording.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of April, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

CONSENT TO MAINTENANCE OBLIGATIONS OF COMMON AREA BY RESIDENTIAL ASSOCIATION

Easton Park Master Community, Inc. executes this Notice for the purpose of consenting to the maintenance obligations for the Common Area described herein.

RESIDENTIAL ASSOCIATION:

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Matthew McCafferty, Vice-President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30th day of April, 2021, by Matthew McCafferty, Vice-President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(seal)

Notary Public, State of Texas

ASHLEY EVELYN MOORE
Notary Public, State of Texas
Comm. Expires 10-07-2023
Notary ID 130186047

EXHIBIT "A"

(Sidewalk Easement)
Easton Park Section 1B Amended Plat

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2694 ACRES (11,734 SQUARE FEET) OF LAND MORE OR LESS, BEING OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1A, EASTON PARK SECTION 1B AMENDED PLAT, RECORDED IN DOCUMENT NO. 201700270 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), CONVEYED TO FIRST HARTFORD REALTY CORPORATION IN DOCUMENT NO. 2016209943 OF THE (O.P.R.T.C.T.), SAID 0.2694 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the east right-of-way line of McKinney Falls Parkway (right-of-way varies), being in the west line of said Lot 1A, and being the southwest corner and **POINT OF BEGINNING** hereof, from which a Mag nail with washer marked "Bury" found for an angle point in the east right-of-way line of said McKinney Falls Parkway, being in the west line of said Lot 1A bears, S27°34'18"W, a distance of 50.75 feet;

THENCE, with the east right-of-way line of said McKinney Falls Parkway, being in the west line of said Lot 1A, **N27°34'18"E**, a distance of **132.54** feet to a calculated point for the northwest corner hereof, being the beginning of a transition from the east right-of-way line of said McKinney Falls Parkway to the south right-of-way line of E William Cannon Drive (140' right-of-way);

THENCE, with said transition from the east right-of-way line of said McKinney Falls Parkway to the south right-of-way line of said E William Cannon Drive, **N72°58'01"E**, a distance of **18.76** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set in the south right-of-way line of said E William Cannon Drive, being the north line of said Lot 1A bears, N72°58'01"E, a distance of 2.90 feet;

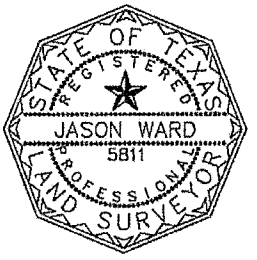
THENCE, leaving said transition from the east right-of-way line of said McKinney Falls Parkway to the south right-of-way line of said E William Cannon Drive, over and across said Lot 1A the following twenty-four (24) courses and distances:

1) **S24°57'21"W**, a distance of **14.36** feet to a calculated point for an angle point hereof,
2) **S11°17'24"E**, a distance of **14.06** feet to a calculated point for an angle point hereof,
3) **S61°49'38"E**, a distance of **44.84** feet to a calculated point for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **51.28** feet, whose arc length is **17.17** feet and whose chord bears **N88°33'23"E**, a distance of **17.09** feet to a calculated point for a non-tangent point of compound curvature hereof,
5) Along the arc of a curve to the right, whose radius is **74.14** feet, whose arc length is **21.53** feet and whose chord bears **N89°28'21"E**, a distance of **21.46** feet to a calculated point for a non-tangent point of compound curvature hereof,
6) Along the arc of a curve to the right, whose radius is **112.29** feet, whose arc length is **14.69** feet and whose chord bears **S78°12'24"E**, a distance of **14.68** feet to a calculated point for a non-tangent point of compound curvature hereof,

7) Along the arc of a curve to the right, whose radius is **123.53** feet, whose arc length is **25.85** feet and whose chord bears **S69°08'05"E**, a distance of **25.80** feet to a calculated point for an angle point hereof,
8) **S62°46'35"E**, a distance of **66.22** feet to a calculated point for a non-tangent point of curvature hereof,
9) Along the arc of a curve to the right, whose radius is **59.80** feet, whose arc length is **17.29** feet and whose chord bears **S54°44'58"E**, a distance of **17.22** feet to a calculated point for an angle point hereof,
10) **S46°23'19"E**, a distance of **58.06** feet to a calculated point for a non-tangent point of curvature hereof,
11) Along the arc of a curve to the left, whose radius is **43.60** feet, whose arc length is **7.37** feet and whose chord bears **S54°51'40"E**, a distance of **7.36** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said E William Cannon Drive, being the north line of said Lot 1A bears, N27°31'36"E, a distance of 21.57 feet,
12) **S27°31'36"W**, a distance of **13.98** feet to a calculated point for the southwest corner hereof,
13) Along the arc of a curve to the right, whose radius is **90.03** feet, whose arc length is **20.28** feet and whose chord bears **N51°21'16"W**, a distance of **20.23** feet to a calculated point for an angle point hereof,
14) **N46°16'02"W**, a distance of **45.53** feet to a calculated point for a non-tangent point of curvature hereof,
15) Along the arc of a curve to the left, whose radius is **49.40** feet, whose arc length is **17.01** feet and whose chord bears **N52°46'41"W**, a distance of **16.93** feet to a calculated point for an angle point hereof,
16) **N62°50'11"W**, a distance of **65.93** feet to a calculated point for a non-tangent point of curvature hereof,
17) Along the arc of a curve to the left, whose radius is **94.71** feet, whose arc length is **48.92** feet and whose chord bears **N76°26'37"W**, a distance of **48.38** feet to a calculated point for an angle point hereof,
18) **S61°49'38"E**, a distance of **9.27** feet to a calculated point for an angle point hereof,
19) **S27°30'44"W**, a distance of **24.28** feet to a calculated point for a non-tangent point of curvature hereof,
20) Along the arc of a curve to the right, whose radius is **75.41** feet, whose arc length is **20.01** feet and whose chord bears **S41°09'02"W**, a distance of **19.95** feet to a calculated point for a non-tangent point of compound curvature hereof,
21) Along the arc of a curve to the right, whose radius is **75.41** feet, whose arc length is **41.69** feet and whose chord bears **S64°35'10"W**, a distance of **41.16** feet to a calculated point for a non-tangent point of compound curvature hereof,
22) Along the arc of a curve to the right, whose radius is **77.50** feet, whose arc length is **50.72** feet and whose chord bears **N78°35'35"W**, a distance of **49.82** feet to a calculated point for an angle point hereof,
23) **N62°18'39"W**, a distance of **16.47** feet to a calculated point for an angle point hereof,
24) **S46°37'16"W**, a distance of **30.90** feet to the **POINT OF BEGINNING** and containing 0.2694 Acres (11,734 Square Feet) of land, more or less.

NOTE:

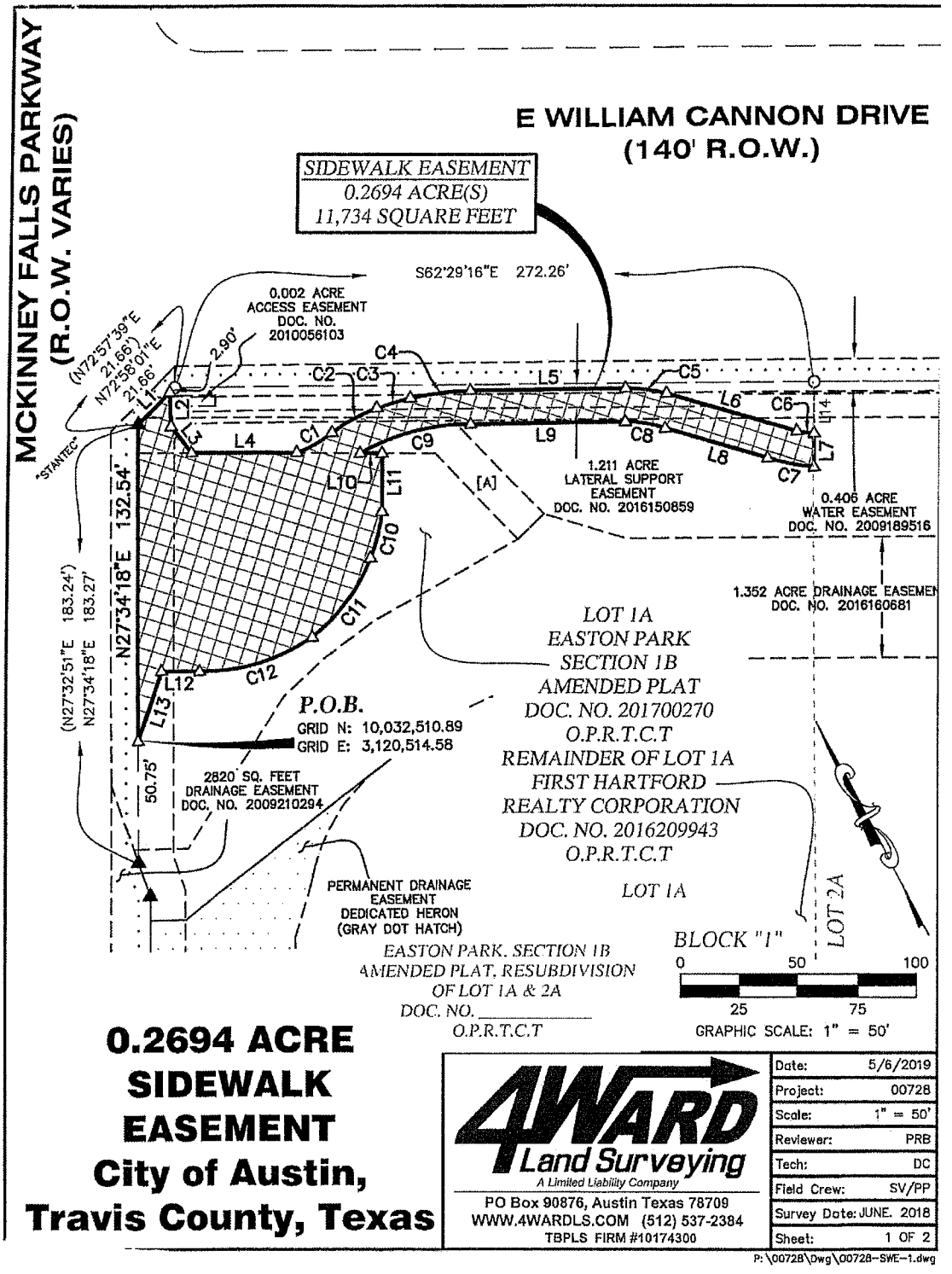
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000040873415. See attached sketch (reference drawing: 00728-SWE-1.dwg).



TCAD PARCEL # 882738 & 882739
COA GRID # K-13

5/6/2019

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC


MCKINNEY FALLS PARKWAY
(R.O.W. VARIES)
E WILLIAM CANNON DRIVE
(140' R.O.W.)
SIDEWALK EASEMENT
0.2694 ACRE(S)
11,734 SQUARE FEET
S62°29'16"E 272.26'
0.002 ACRE
ACCESS EASEMENT
DOC. NO.
2010056103
(N72°57'39"E 21.66')
N72°58'01"E 21.66'
2.90'
L1
C2
C3
C4
L5'
C5
L6
C6
L7
L4
C1
C9
L9
C8
L8
C7
L10
L11
C10
C11
C12
L12
L13
[A]
1.211 ACRE
LATERAL SUPPORT
EASEMENT
DOC. NO. 2016150859
0.406 ACRE
WATER EASEMENT
DOC. NO. 2009189516
1.352 ACRE DRAINAGE EASEMEN
DOC. NO. 2016160681
N27°34'18"E 132.54'
(N27°32'51"E 183.24')
N27°34'18"E 183.27'
50.75'
P.O.B.
GRID N: 10,032,510.89
GRID E: 3,120,514.58
2820 SQ. FEET
DRAINAGE EASEMENT
DOC. NO. 2009210294
PERMANENT DRAINAGE
EASEMENT
DEDICATED HERON
(GRAY DOT HATCH)
LOT 1A
EASTON PARK
SECTION 1B
AMENDED PLAT
DOC. NO. 201700270
O.P.R.T.C.T
REMAINDER OF LOT 1A
FIRST HARTFORD
REALTY CORPORATION
DOC. NO. 2016209943
O.P.R.T.C.T
LOT 1A
BLOCK "1"
LOT 2A
EASTON PARK, SECTION 1B
AMENDED PLAT, RESUBDIVISION
OF LOT 1A & 2A
DOC. NO. _____
O.P.R.T.C.T
0 50 100
25 75
GRAPHIC SCALE: 1" = 50'
0.2694 ACRE
SIDEWALK
EASEMENT
City of Austin,
Travis County, Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 5/6/2019
Project: 00728
Scale: 1" = 50'
Reviewer: PRB
Tech: DC
Field Crew: SV/PP
Survey Date: JUNE. 2018
Sheet: 1 OF 2
P:\00728\Dwg\00728-SWE-1.dwg

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	17.17'	51.28'	19°11'00"	N88°33'23"E	17.09'
C2	21.53'	74.14'	16°38'24"	N89°28'21"E	21.46'
C3	14.69'	112.29'	7°29'51"	S78°12'24"E	14.68'
C4	25.85'	123.53'	11°59'24"	S69°08'05"E	25.80'
C5	17.29'	59.80'	16°33'42"	S54°44'58"E	17.22'
C6	7.37'	43.60'	9°41'21"	S54°51'40"E	7.36'
C7	20.28'	90.03'	12°54'13"	N51°21'16"W	20.23'
C8	17.01'	49.40'	19°43'35"	N52°46'41"W	16.93'
C9	48.92'	94.71'	29°35'45"	N76°26'37"W	48.38'
C10	20.01'	75.41'	15°12'00"	S41°09'02"W	19.95'
C11	41.69'	75.41'	31°40'15"	S64°35'10"W	41.16'
C12	50.72'	77.50'	37°29'47"	N78°35'35"W	49.82'

LEGEND

———	PROPOSED EASEMENT LINE
— ——— —	EXISTING PROPERTY LINES
— — — — —	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
△	CALCULATED POINT
▲	MAG NAIL FOUND WITH "BURY" WASHER (UNLESS NOTED)
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 201700270
. . .	SIDEWALK

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N72°58'01"E	18.76'
L2	S24°57'21"W	14.36'
L3	S11°17'24"E	14.06'
L4	S61°49'38"E	44.84'
L5	S62°46'35"E	66.22'
L6	S46°23'19"E	58.06'
L7	S27°31'36"W	13.98'
L8	N46°16'02"W	45.53'
L9	N62°50'11"W	65.93'
L10	S61°49'38"E	9.27'
L11	S27°30'44"W	24.28'
L12	N62°18'39"W	16.47'
L13	S46°37'16"W	30.90'
L14	N27°31'36"E	21.57'

TCAD PARCEL #882738
COA GRID #K13

[A]
0.63 ACRE
DRAINAGE EASEMENT
DOC. NO. 2016141661

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

5/6/2019

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000040873415.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.2694 ACRE SIDEWALK EASEMENT City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	5/6/2019
Project:	00728
Scale:	N/A
Reviewer:	PRB
Tech:	DC
Field Crew:	SV/PP
Survey Date:	JUNE. 2018
Sheet:	2 OF 2

P:\00728\Dwg\00728-SWE-1.dwg

EXHIBIT "B"

(Sidewalk Easement)
Easton Park Section 1B Amended Plat

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2677 ACRES (11,663 SQUARE FEET) OF LAND MORE OR LESS, BEING OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1A, EASTON PARK SECTION 1B AMENDED PLAT, RECORDED IN DOCUMENT NO. 201700270 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), CONVEYED TO FIRST HARTFORD REALTY CORPORATION IN DOCUMENT NO. 2016209943 OF THE (O.P.R.T.C.T.), AND BEING A PORTION OF LOT 2A, OF SAID EASTON PARK SECTION 1B AMENDED PLAT, CONVEYED AS A CALLED 4.8024 ACRE TRACT TO FIRST HARTFORD REALTY CORPORATION IN DOCUMENT NO. 2019015065 OF THE (O.P.R.T.C.T.), SAID 0.2677 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Mag Nail with washer marked "Stantec" found in the south right-of-way line of E William Cannon Drive (140' right-of-way), being the northeast corner of said Lot 2A, and being the northeast corner of said First Hartford 4.8024 acre tract, and being the northwest corner of Lot 4A of said Easton Park Section 1B conveyed to Carma Easton LLC in Document No. 201700270 (O.P.R.T.C.T.), and being the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said E William Cannon Drive, with the common line of said Lot 2A and said Lot 4A, **S32°51'18"W**, a distance of **9.23** feet to a calculated point for a non-tangent point of curvature and the southeast corner hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the common line of said Lot 2A and said Lot 4A bears, S32°51'18"W, a distance of 354.31 feet;

THENCE, leaving the west line of said Lot 4A, over and across said Lot 2A and said Lot 1A the following forty-four (44) courses and distances:

1) Along the arc of a curve to the left, whose radius is **49.80** feet, whose arc length is **26.81** feet and whose chord bears **N66°26'06"W**, a distance of **26.49** feet to a calculated point for a non-tangent point of compound curvature hereof,
2) Along the arc of a curve to the right, whose radius is **147.87** feet, whose arc length is **45.62** feet and whose chord bears **N70°13'07"W**, a distance of **45.43** feet to a calculated point for an angle point hereof,
3) **N62°52'44"W**, a distance of **55.89** feet to a calculated point for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **13.09** feet, whose arc length is **6.07** feet and whose chord bears **N75°34'29"W**, a distance of **6.02** feet to a calculated point for a non-tangent point of compound curvature hereof,
5) Along the arc of a curve to the right, whose radius is **23.10** feet, whose arc length is **8.47** feet and whose chord bears **N74°17'55"W**, a distance of **8.42** feet to a calculated point for an angle point hereof,
6) **N63°00'46"W**, a distance of **173.54** feet to a calculated point for a non-tangent point of curvature hereof,

7) Along the arc of a curve to the left, whose radius is **42.78** feet, whose arc length is **15.12** feet and whose chord bears **N71°39'28"W**, a distance of **15.04** feet to a calculated point for an angle point hereof,
8) **N81°16'42"W**, a distance of **17.34** feet to a calculated point for a non-tangent point of curvature hereof,
9) Along the arc of a curve to the right, whose radius is **128.88** feet, whose arc length is **11.38** feet and whose chord bears **N78°05'56"W**, a distance of **11.37** feet to a calculated point for a non-tangent point of compound curvature hereof,
10) Along the arc of a curve to the right, whose radius is **48.74** feet, whose arc length is **13.74** feet and whose chord bears **N67°29'48"W**, a distance of **13.69** feet to a calculated point for an angle point hereof,
11) **N62°34'50"W**, a distance of **92.53** feet to a calculated point for a non-tangent point of curvature hereof,
12) Along the arc of a curve to the right, whose radius is **41.48** feet, whose arc length is **15.86** feet and whose chord bears **N51°41'01"W**, a distance of **15.76** feet to a calculated point for an angle point hereof,
13) **N43°56'27"W**, a distance of **49.00** feet to a calculated point for a non-tangent point of curvature hereof,
14) Along the arc of a curve to the left, whose radius is **47.79** feet, whose arc length is **16.12** feet and whose chord bears **N53°19'53"W**, a distance of **16.04** feet to a calculated point for an angle point hereof,
15) **N62°19'17"W**, a distance of **91.31** feet to a calculated point for a non-tangent point of curvature hereof,
16) Along the arc of a curve to the left, whose radius is **17.96** feet, whose arc length is **9.02** feet and whose chord bears **N79°24'43"W**, a distance of **8.92** feet to a calculated point for a non-tangent point of compound curvature hereof,
17) Along the arc of a curve to the right, whose radius is **24.78** feet, whose arc length is **13.15** feet and whose chord bears **N73°56'34"W**, a distance of **12.99** feet to a calculated point for an angle point hereof,
18) **N62°28'40"W**, a distance of **91.68** feet to a calculated point for a non-tangent point of curvature hereof,
19) Along the arc of a curve to the left, whose radius is **7.81** feet, whose arc length is **3.19** feet and whose chord bears **N72°10'19"W**, a distance of **3.16** feet to a calculated point for an angle point hereof,
20) **N82°32'35"W**, a distance of **28.47** feet to a calculated point for a non-tangent point of curvature hereof,
21) Along the arc of a curve to the right, whose radius is **73.16** feet, whose arc length is **12.53** feet and whose chord bears **N75°34'26"W**, a distance of **12.52** feet to a calculated point for an angle point hereof,
22) **N63°36'13"W**, a distance of **50.63** feet to a calculated point for the southwest corner hereof,
23) **N27°31'36"E**, a distance of **13.96** feet to a calculated point for the northwest corner hereof, from which a 1/2-inch iron rod found for an angle point in the south right-of-way line of said E William Cannon Drive and the north line of said Lot 2A bears, radially pl
24)
25) **S63°23'05"E**, a distance of **47.29** feet to a calculated point for a non-tangent point of curvature hereof,
26) Along the arc of a curve to the left, whose radius is **48.19** feet, whose arc length is **13.46** feet and whose chord bears **S75°44'15"E**, a distance of **13.42** feet to a calculated point for an angle point hereof,
27) **S82°22'33"E**, a distance of **26.86** feet to a calculated point for a non-tangent point of curvature hereof,

28) Along the arc of a curve to the right, whose radius is **17.25** feet, whose arc length is **7.15** feet and whose chord bears **S71°46'43"E**, a distance of **7.10** feet to a calculated point for an angle point hereof,
29) **S62°19'44"E**, a distance of **90.70** feet to a calculated point for a non-tangent point of curvature hereof,
30) Along the arc of a curve to the left, whose radius is **20.17** feet, whose arc length is **10.56** feet and whose chord bears **S76°25'55"E**, a distance of **10.44** feet to a calculated point for a non-tangent point of compound curvature hereof,
31) Along the arc of a curve to the right, whose radius is **24.51** feet, whose arc length is **14.01** feet and whose chord bears **S74°20'41"E**, a distance of **13.82** feet to a calculated point for an angle point hereof,
32) **S62°18'35"E**, a distance of **93.95** feet to a calculated point for a non-tangent point of curvature hereof,
33) Along the arc of a curve to the right, whose radius is **81.16** feet, whose arc length is **18.88** feet and whose chord bears **S50°30'56"E**, a distance of **18.84** feet to a calculated point for an angle point hereof,
34) **S43°36'35"E**, a distance of **31.08** feet to a calculated point for a non-tangent point of curvature hereof,
35) Along the arc of a curve to the left, whose radius is **96.09** feet, whose arc length is **46.54** feet and whose chord bears **S53°45'23"E**, a distance of **46.09** feet to a calculated point for an angle point hereof,
36) **S62°32'52"E**, a distance of **73.24** feet to a calculated point for a non-tangent point of curvature hereof,
37) Along the arc of a curve to the left, whose radius is **54.35** feet, whose arc length is **22.65** feet and whose chord bears **S73°44'02"E**, a distance of **22.49** feet to a calculated point for an angle point hereof,
38) **S79°25'32"E**, a distance of **21.18** feet to a calculated point for a non-tangent point of curvature hereof,
39) Along the arc of a curve to the right, whose radius is **58.98** feet, whose arc length is **13.05** feet and whose chord bears **S70°03'55"E**, a distance of **13.02** feet to a calculated point for an angle point hereof,
40) **S63°00'50"E**, a distance of **173.15** feet to a calculated point for a non-tangent point of curvature hereof,
41) Along the arc of a curve to the left, whose radius is **15.99** feet, whose arc length is **4.39** feet and whose chord bears **S73°51'22"E**, a distance of **4.37** feet to a calculated point for a non-tangent point of compound curvature hereof,
42) Along the arc of a curve to the right, whose radius is **25.39** feet, whose arc length is **11.43** feet and whose chord bears **S73°25'28"E**, a distance of **11.34** feet to a calculated point for an angle point hereof,
43) **S63°05'21"E**, a distance of **64.82** feet to a calculated point for a non-tangent point of curvature hereof,
44) Along the arc of a curve to the left, whose radius is **97.36** feet, whose arc length is **25.32** feet and whose chord bears **S70°22'53"E**, a distance of **25.25** feet to a calculated point for an angle point hereof,
45) **S76°57'44"E**, a distance of **4.57** feet to a calculated point for an angle point for a non-tangent point of curvature hereof, from which a 1/2-inch iron rod with "Stantec" cap found for a point of tangency in the south right-of-way line of said E William Cannon Drive and the north line of said Lot 2A bears, along the arc of a curve to the left, whose radius is 1,730.00 feet, whose arc length is 70.98 feet and whose chord bears N61°21'39"W, a distance of 70.98 feet;

THENCE, with the south right-of-way line of said E William Cannon Drive and the north line of said Lot 2A, along the arc of a curve to the right, whose radius is **1,730.00** feet, whose arc length is **33.39** feet and

whose chord bears **S59°37'57"E,** a distance of **33.39** feet to the **POINT OF BEGINNING** and containing 0.2677 Acres (11,663 Square Feet) of land, more or less.

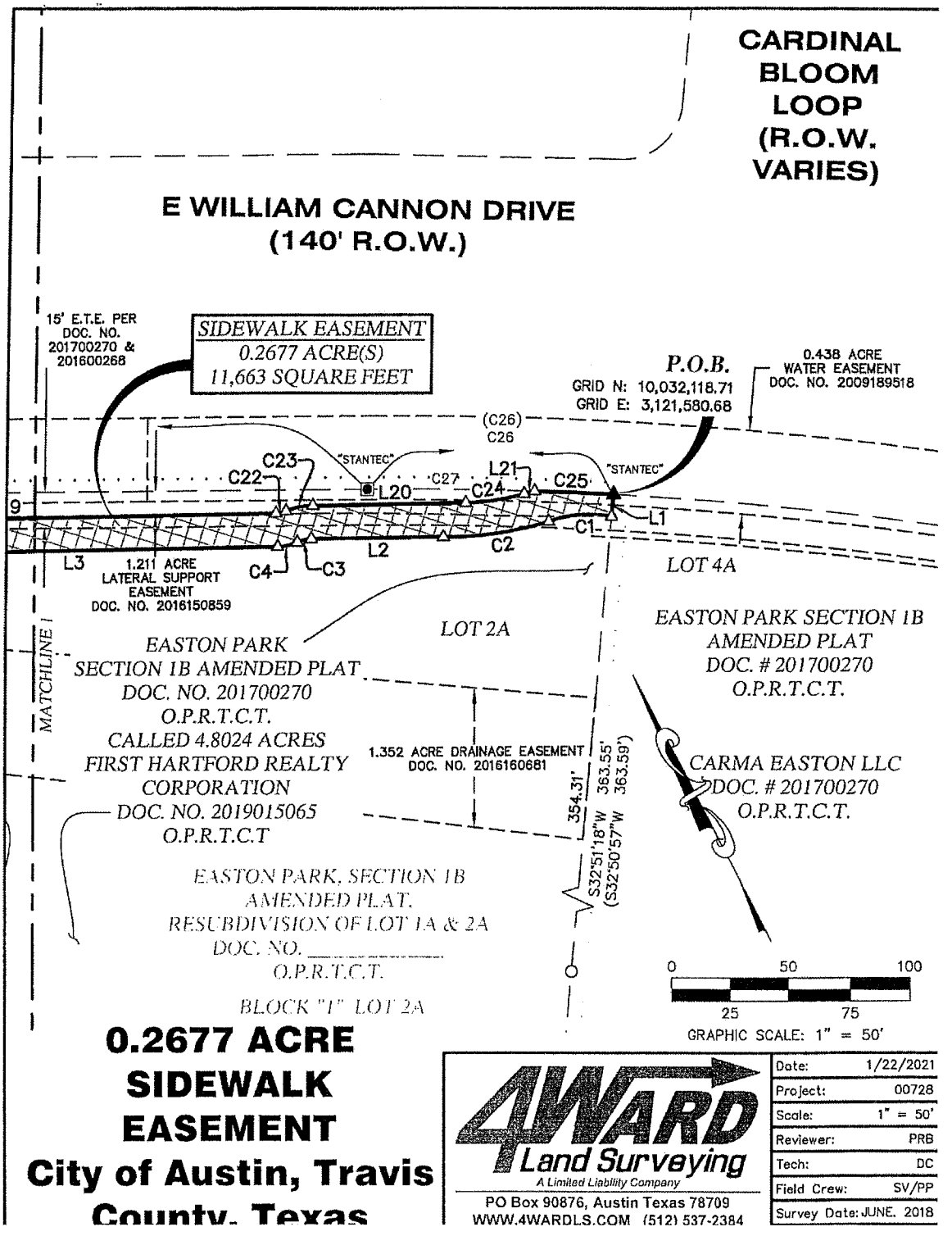
NOTE:

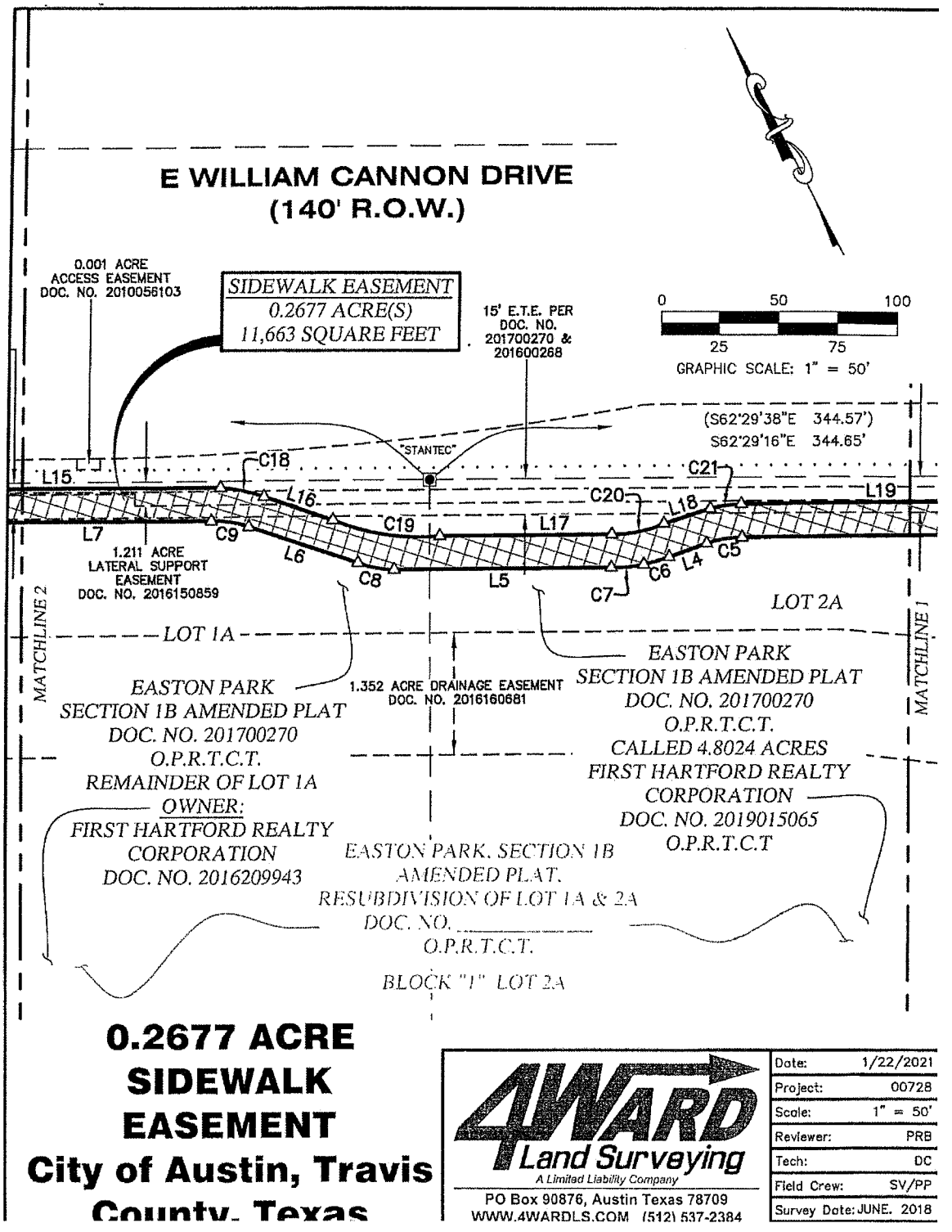
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000040873415. See attached sketch (reference drawing: 00728-SWE-1.dwg).

TCAD PARCEL # 882738 & 882739
COA GRID # K-13

1/22/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC


CARDINAL BLOOM LOOP (R.O.W. VARIES)
E WILLIAM CANNON DRIVE (140' R.O.W.)
15' E.T.E. PER DOC. NO. 201700270 & 201600268
SIDEWALK EASEMENT
0.2677 ACRE(S)
11,663 SQUARE FEET
P.O.B.
GRID N: 10,032,118.71
GRID E: 3,121,580.68
0.438 ACRE WATER EASEMENT DOC. NO. 2009189518
(C26)
C26
C22
C23
"STANTEC"
C27
L20
C24
L21
C25
"STANTEC"
L1
C1
C2
L2
C3
C4
L3
1.211 ACRE LATERAL SUPPORT EASEMENT DOC. NO. 2016150859
LOT 4A
LOT 2A
EASTON PARK SECTION 1B AMENDED PLAT DOC. # 201700270 O.P.R.T.C.T.
EASTON PARK SECTION 1B AMENDED PLAT DOC. NO. 201700270 O.P.R.T.C.T.
CALLED 4.8024 ACRES FIRST HARTFORD REALTY CORPORATION DOC. NO. 2019015065 O.P.R.T.C.T
1.352 ACRE DRAINAGE EASEMENT DOC. NO. 2016160681
CARMA EASTON LLC DOC. # 201700270 O.P.R.T.C.T.
MATCHLINE
354.31'
363.55'
(363.59')
S32°51'18"W
(S32°50'57"W
EASTON PARK, SECTION 1B AMENDED PLAT, RESUBDIVISION OF LOT 1A & 2A DOC. NO. _____ O.P.R.T.C.T.
BLOCK "1" LOT 2A
0
50
100
25
75
GRAPHIC SCALE: 1" = 50'
0.2677 ACRE SIDEWALK EASEMENT
City of Austin, Travis County, Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
Date: 1/22/2021
Project: 00728
Scale: 1" = 50'
Reviewer: PRB
Tech: DC
Field Crew: SV/PP
Survey Date: JUNE, 2018


E WILLIAM CANNON DRIVE
(140' R.O.W.)
0.001 ACRE
ACCESS EASEMENT
DOC. NO. 2010056103
SIDEWALK EASEMENT
0.2677 ACRE(S)
11,663 SQUARE FEET
15' E.T.E. PER
DOC. NO.
201700270 &
201600268
0
50
100
25
75
GRAPHIC SCALE: 1" = 50'
(S62°29'38"E 344.57')
S62°29'16"E 344.65'
"STANTEC"
L15
C18
L16
C19
L17
C20
C21
L18
L19
L7
C9
L6
C8
L5
C7
C6
L4
C5
1.211 ACRE
LATERAL SUPPORT
EASEMENT
DOC. NO. 2016150859
MATCHLINE 2
MATCHLINE 1
LOT 1A
LOT 2A
EASTON PARK
SECTION 1B AMENDED PLAT
DOC. NO. 201700270
O.P.R.T.C.T.
REMAINDER OF LOT 1A
OWNER:
FIRST HARTFORD REALTY
CORPORATION
DOC. NO. 2016209943
1.352 ACRE DRAINAGE EASEMENT
DOC. NO. 2016160681
EASTON PARK
SECTION 1B AMENDED PLAT
DOC. NO. 201700270
O.P.R.T.C.T.
CALLED 4.8024 ACRES
FIRST HARTFORD REALTY
CORPORATION
DOC. NO. 2019015065
O.P.R.T.C.T
EASTON PARK, SECTION 1B
AMENDED PLAT,
RESUBDIVISION OF LOT 1A & 2A
DOC. NO. _____
O.P.R.T.C.T.
BLOCK "1" LOT 2A
0.2677 ACRE
SIDEWALK
EASEMENT
City of Austin, Travis
County, Texas
4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
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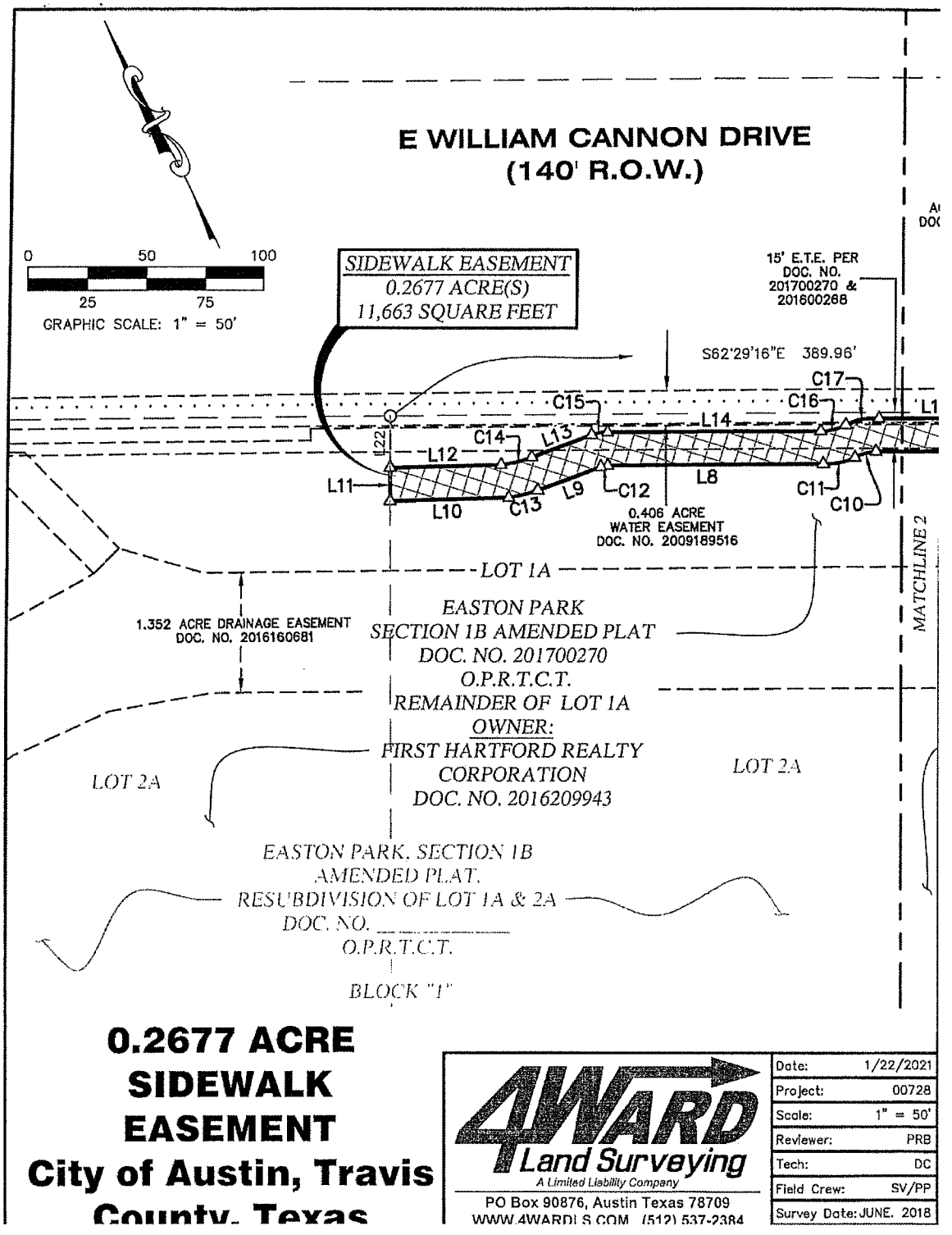
E WILLIAM CANNON DRIVE
(140' R.O.W.)
0
50
100
25
75
GRAPHIC SCALE: 1" = 50'
SIDEWALK EASEMENT
0.2677 ACRE(S)
11,663 SQUARE FEET
15' E.T.E. PER
DOC. NO.
201700270 &
201600268
S62°29'16"E 389.96'
C17
C16
C15
L14
L13
C14
L12
L22
L11
L10
C13
L9
C12
L8
C11
C10
L1
0.406 ACRE
WATER EASEMENT
DOC. NO. 2009189516
LOT 1A
1.352 ACRE DRAINAGE EASEMENT
DOC. NO. 2016160681
EASTON PARK
SECTION 1B AMENDED PLAT
DOC. NO. 201700270
O.P.R.T.C.T.
REMAINDER OF LOT 1A
OWNER:
FIRST HARTFORD REALTY
CORPORATION
DOC. NO. 2016209943
LOT 2A
LOT 2A
MATCHLINE 2
EASTON PARK, SECTION 1B
AMENDED PLAT,
RESUBDIVISION OF LOT 1A & 2A
DOC. NO. _____
O.P.R.T.C.T.
BLOCK "I"
0.2677 ACRE
SIDEWALK
EASEMENT
City of Austin, Travis
County, Texas
4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
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Survey Date: JUNE, 2018

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S32°51'18"W	9.23'
L2	N62°52'44"W	55.89'
L3	N63°00'46"W	173.54'
L4	N81°16'42"W	17.34'
L5	N62°34'50"W	92.53'
L6	N43°56'27"W	49.00'
L7	N62°19'17"W	91.31'
L8	N62°28'40"W	91.68'
L9	N82°32'35"W	28.47'
L10	N63°36'13"W	50.63'
L11	N27°31'36"E	13.96'
L12	S63°23'05"E	47.29'
L13	S82°22'33"E	26.86'
L14	S62°19'44"E	90.70'
L15	S62°18'35"E	93.95'
L16	S43°36'35"E	31.08'
L17	S62°32'52"E	73.24'
L18	S79°25'32"E	21.18'
L19	S63°00'50"E	173.15'
L20	S63°05'21"E	64.82'
L21	S76°57'44"E	4.57'
L22	N27°31'36"E	21.59'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	26.81'	49.80'	30°50'41"	N66°26'06"W	26.49'
C2	45.62'	147.87'	17°40'31"	N70°13'07"W	45.43'
C3	6.07'	13.09'	26°34'03"	N75°34'29"W	6.02'
C4	8.47'	23.10'	21°00'45"	N74°17'55"W	8.42'
C5	15.12'	42.78'	20°15'02"	N71°39'28"W	15.04'
C6	11.38'	128.88'	5°03'27"	N78°05'56"W	11.37'
C7	13.74'	48.74'	16°08'48"	N67°29'48"W	13.69'
C8	15.86'	41.48'	21°54'09"	N51°41'01"W	15.76'
C9	16.12'	47.79'	19°19'11"	N53°19'53"W	16.04'
C10	9.02'	17.96'	28°45'40"	N79°24'43"W	8.92'
C11	13.15'	24.78'	30°23'47"	N73°56'34"W	12.99'
C12	3.19'	7.81'	23°22'19"	N72°10'19"W	3.16'
C13	12.53'	73.16'	9°48'56"	N75°34'26"W	12.52'
C14	13.46'	48.19'	16°00'12"	S75°44'15"E	13.42'
C15	7.15'	17.25'	23°45'41"	S71°46'43"E	7.10'
C16	10.56'	20.17'	29°59'18"	S76°25'55"E	10.44'
C17	14.01'	24.51'	32°45'35"	S74°20'41"E	13.82'
C18	18.88'	81.16'	13°19'38"	S50°30'56"E	18.84'
C19	46.54'	96.09'	27°45'02"	S53°45'23"E	46.09'
C20	22.65'	54.35'	23°52'41"	S73°44'02"E	22.49'
C21	13.05'	58.98'	12°40'36"	S70°03'55"E	13.02'
C22	4.39'	15.99'	15°43'21"	S73°51'22"E	4.37'
C23	11.43'	25.39'	25°47'56"	S73°25'28"E	11.34'
C24	25.32'	97.36'	14°53'57"	S70°22'53"E	25.25'
C25	33.39'	1,730.00'	1°06'21"	S59°37'57"E	33.39'
C26	104.38'	1,730.00'	3°27'25"	N60°48'29"W	104.36'
C27	70.98'	1,730.00'	2°21'03"	N61°21'39"W	70.98'

0.2677 ACRE SIDEWALK EASEMENT
City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384

Date:	1/22/2021
Project:	00728
Scale:	N/A
Reviewer:	PRB
Tech:	DC
Field Crew:	SV/PP
Survey Date:	JUNE, 2018

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C26)	104.38	1,730.00'	3°27'25"	N60°48'29"W	104.36'

LEGEND

———	PROPERTY LINE
— —— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
◉	IRON ROD WITH "STANTEC" CAP FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND WITH "STANTEC" WASHER
DOC. NO.	DOCUMENT NUMBER
E.T.E.	ELECTRIC AND TELECOMMUNICATIONS EASEMENT
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 201700270
. . .	SIDEWALK

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000040873415.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

TCAD PARCEL #882738 & #882739
COA GRID # K13

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

1/22/2021

0.2677 ACRE SIDEWALK EASEMENT City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
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Date:	1/22/2021
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10 pgs 2021128500

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Unofficial Document

Case No. C8J-2019-0141.1A

INTEGRATED PEST MANAGEMENT RESTRICTIVE COVENANT

OWNER: CARMA EASTON LLC., formerly known as Jona Acquisition Inc., a Texas limited liability company

MAILING ADDRESS: 11501 Alterra Parkway, Suite 100
Austin, Travis County, Texas 78758

CONSIDERATION: Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: 22.040 acre tract of land out of the SANTIAGO DEL VALLE ABSTRACT No. 24 Survey, said 22.040 acre tract of land being more particularly by described by metes and bounds in **"Exhibit A"** attached and incorporated herein for all purposes.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this Integrated Pest Management Restrictive Covenant (this "Restrictive Covenant"). This Restrictive Covenant shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors and assigns.

City Reviewer Initials

1. The owner shall comply with the Integrated Pest Management ("IPM") Plan on record, as approved by the Development Services Department ("DSD") for Subdivision or Site Plan Case No. C8J-2019-0141.1A, as may be amended from time to time by the Owner upon approval by the DSD, said IPM Plan being available for review and inspection in the Office of the DSD in Subdivision or Case No.C8J-2019-0141.1A.

2. If any person or entity shall violate or attempt to violate this Restrictive Covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

3. If any part of this Restrictive Covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

4. If at any time the City of Austin fails to enforce this Restrictive Covenant, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

5. This Restrictive Covenant may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the real property records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of the DSD of the City of Austin, or successor department; (b) by the owner(s) of the Property at the time of modification, amendment or termination at the time of such modification, amendment or termination; and (c) any mortgagees holding first lien security interests on any portion of the Property.

All citations to the Austin City Code shall refer to the Austin City Code of 2001, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

City Reviewer Initials

Unofficial Document

Unofficial Document

Executed to be effective on June 9, 2021 ~~2020~~.

OWNER:
CARMA EASTON LLC., FORMERLY KNOWN AS JONA ACQUISITION, INC.,
A TEXAS LIMITED LIABILITY COMPANY

By: _____
Name: Chad Matheson
Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton LLC. Formerly known as Jona Acquisition Inc., a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on June 3, 2021.

[Seal] JENNIFER A. SHEESLEY Notary Public, State of Texas Comm. Expires 03-10-2025 Notary ID 128849950

_____
Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: Deborah Thomas
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: ~~David Marquez~~ Kara Pierce
Title: ~~Drainage Reviewer~~ GRADE Eng B

_____
City Reviewer Initials

Unofficial Document

AFTER ATTACHING THE REQUIRED EXHIBITS TO THIS INSTRUMENT, THE FOLLOWING APPROPRIATE DOCUMENTS ALSO NEED TO BE ATTACHED:

A. Determine whether the instrument is executed by an individual or a legal entity

Affidavit of No Liens (entity)
Affidavit of No Liens (individual)

B. Determine whether there is a lien holder by providing an Ownership and Lien search certificate from a Title Company that shows:

1. All owners of record
2. All lienholders of record, which hold current liens OR a statement that there are no liens
3. A property legal description

Lien Holder Consent

C. Determine whether there is a tenant on the property:

Consent by Tenant

D. Provide the following recording page:

Recording Page

City Reviewer Initials

Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: December 1, 2020

Affiant: Chad Matheson

Affiant Title: Chief Financial Officer

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

CARMA EASTON LLC., FORMERLY KNOWN AS JONA ACQUISITION INC.,
A Texas limited liability company

By: _____
Name: Chad Matheson
Title: Chief Financial Officer

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton LLC, formerly known as Jona Acquisition Inc. a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on June 3, 2021.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

"EXHIBIT A"

22.040 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 22.040 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 133.849 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON, LLC., IN DOCUMENT NUMBER 2015069748 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 22.040 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found in the west line of said 133.849 acre tract of land, being in the east line of McKinney Falls Parkway (R.O.W. Varies), for a western corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the east line of said McKinney Falls Parkway and the west line of said 133.849 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) N74°25'12"E, a distance of 33.40 feet to a 1/2 inch iron rod found for corner,
2) N15°06'42"W, a distance of 456.47 feet to a capped 1/2 inch iron rod found stamped "TRAVIS COUNTY" for corner,
3) N15°29'35"W, a distance of 38.65 feet to a capped 1/2 inch iron rod found stamped "TRAVIS COUNTY" for corner, and
4) N14°49'23"W, a distance of 135.53 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for the northwest corner of the herein described tract of land,

THENCE, over and across said 133.849 acre tract of land, the following twenty (20) courses and distances, numbered 1 through 20,

1) N75°10'37"E, a distance of 5.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 25.00 feet, an arc length of 38.95 feet, and whose chord bears S59°27'31"E, a distance of 35.13 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) N75°54'21"E, a distance of 92.69 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
4) N14°05'39"W, a distance of 122.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
5) N75°54'21"E, a distance of 100.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
6) S14°05'39"E, a distance of 122.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
7) N75°54'21"E, a distance of 63.92 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
8) Along said curve to the right, having a radius of 328.00 feet, an arc length of 27.44 feet, and whose chord bears N78°18'08"E, a distance of 27.43 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
9) Along said curve to the left, having a radius of 27.00 feet, an arc length of 34.65 feet, and whose chord bears N43°55'57"E, a distance of 32.32 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,

10) Along said curve to the right, having a radius of 328.00 feet, an arc length of 33.69 feet, and whose chord bears N10°06'34"E, a distance of 33.68 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
11) S62°35'02"E, a distance of 191.24 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
12) S38°44'36"E, a distance of 131.19 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
13) S72°47'21"E, a distance of 40.64 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
14) S69°55'53"E, a distance of 40.33 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
15) S62°35'02"E, a distance of 40.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
16) N27°24'58"E, a distance of 130.57 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
17) N37°57'44"W, a distance of 36.25 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
18) Along said curve to the left, having a radius of 60.00 feet, an arc length of 52.41 feet, and whose chord bears N27°00'43"E, a distance of 50.76 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
19) S88°00'50"E, a distance of 36.89 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
20) N27°24'58"E, a distance of 125.85 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" in the east line of said 133.849 acre tract of land, being in the west line of a called 232.233 acre tract of land conveyed to Carma Easton, LLC. in Document Number 2016111842, Official Public Records of Travis County, Texas, for the northeast corner of the herein described tract of land,

THENCE, with the east line of said 133.849 acre tract and the west line of said 232.233 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1) S62°43'31"E, a distance of 588.71 feet to a 1/2 inch iron rod found for corner, and
2) S62°41'56"E, a distance of 192.26 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract of land,

THENCE, over and across said 133.849 acre tract of land, the following thirteen (13) course and distances, numbered 1 through 13,

1) S27°24'58"W, a distance of 123.29 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
2) S62°35'02"E, a distance of 21.25 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
3) S32°29'55"W, a distance of 402.48 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
4) S58°38'11"W, a distance of 343.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
5) N31°21'49"W, a distance of 176.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
6) N58°38'11"E, a distance of 15.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
7) N31°38'07"W, a distance of 120.03 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,

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8) S58°40'04"W, a distance of 39.27 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
9) S62°32'53"W, a distance of 38.11 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
10) S72°45'52"W, a distance of 37.94 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
11) S75°54'21"W, a distance of 426.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
12) N14°05'39"W, a distance of 15.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
13) S75°54'21"W, a distance of 183.37 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" in the west line of said 133.849 acre tract of land, being in the east line of aforesaid McKinney Falls Parkway, for the southwest corner of the herein described tract of land,

THENCE, N15°00'04"W, with the east line of said McKinney Falls Parkway and the west line of said 133.849 acre tract of land, a distance of 131.21 feet to the **POINT OF BEGINNING** and containing 22.040 acres of land.

Surveyed by: _____ 14 Dec 2020

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com.

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

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PLEASE SEE INFORMATON BELOW AFTER INTEGRATED PEST MANAGEMENT RESTRICTIVE COVENANT IS RECORDED

AFTER RECORDING, PLEASE CALL FOR PICK UP:

Ashley Cuellar Sousa
c/o Carlson, Brigance & Doering, Inc.
5501 W. William Cannon Drive
Austin, TX 78749
(512) 934-8382

PROJECT INFORMATION:

Project Name: Skyline 2D Phase 1
Project #: **5246**

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jun 08, 2021 04:21 PM
Fee: $62.00
VELASQI

2021128500

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Jun 21, 2022 01:28 PM Fee: $38.00
2022108532
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

A Master Planned Community in
Travis County, Texas

ACTION OF DECLARANT
PARTIAL DELEGATION OF ARCHITECTURAL APPROVAL

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

ACTION OF DECLARANT
PARTIAL DELEGATION OF ARCHITECTURAL APPROVAL

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to Section 6.01(b) of the Master Covenant, Declarant may, during the Development Period, delegate all or a portion of its reserved architectural control rights under Article 6 to a committee.

Declarant desires to establish the *Easton Park Resident ACC Committee* ("Committee") to perform the scope of authority delegated to the Committee by the Declarant.

ACTION OF DECLARANT

Declarant hereby establishes the Committee as follows:

- The Committee shall consist of not less than three (3) members. All Committee members will be appointed and/or removed by the Declarant at its sole discretion.

- The Committee shall have the authority to approve all architectural and landscape approvals and modifications on non-Declarant and non-Homebuilder owned Lots in accordance with the governing Documents.

- The Committee shall hold a meeting at least once a month to review requests for architectural and landscape approvals and modifications.

- The Committee shall keep written minutes of all meetings. Copies of meeting minutes must be provided to Declarant, or to the Board if directed by the Declarant, within 7 days after each meeting.

- All actions of the Committee must in good faith and not be unreasonable, arbitrary or capricious; must be approved by a majority of the Committee; and must be in writing.

- The Committee may grant variances from compliance with architectural and landscape requirements provided all variances (i) must be evidenced in writing; (ii) must be approved by a majority of the Committee; and (iii) must be approved by the Declarant during the Development Period and by the Board thereafter.

- If an application is disapproved (rejected), the written decision of the Committee must include both an explanation of why the application was disapproved and a description of the procedure through which the Owner may request reconsideration of the decision by the Declarant acting as the Easton Park Reviewer (who may delegate such authority to the Board).

The Committee is at all times subject to the unilateral rights of the Declarant to: (a) revoke such partial delegation of authority to the Committee at any time and reassume jurisdiction over the matters previously delegated; and (b) to veto any decision of the Committee or Board which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

The Declarant is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the Committee; (b) supervising construction for the non-Declarant Owner's compliance with approved plans and specifications; or (c) the compliance of the non-Declarant Owner's plans and specifications with Applicable Law.

This partial delegation of architectural approvals for non-Declarant and non-Homebuilder owned Lots may be amended, restated or terminated at any time at the sole discretion of the Declarant.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ACTION OF DECLARANT]

This Action of Declarant is executed to be effective as of October 1, 2021.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16th day of June, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

ELECTRONICALLY RECORDED 2016028051

TRV 5 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

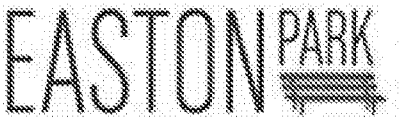
AMENDED AND RESTATED NOTICE OF ANNEXATION *[SECTION 1A]*

A Mixed-Use Master Planned Community
Travis County, Texas

This Amended and Restated Notice of Annexation *[Section 1A]* amends and restates in its entirety the previously recorded Easton Park Notice of Applicability [Residential] Section 1A, recorded as Document No. 2015091611 in the Official Public Records of Travis County, Texas.

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; and that certain Easton Park Amended and Restated Development Area Declaration [*Single-Family Residential*], recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas.



AMENDED AND RESTATED NOTICE OF ANNEXATION
[SECTION 1A]

This Amended and Restated Notice of Annexation for Section 1A is made and executed by **CARMA EASTON LLC,** a Texas limited partnership ("**Declarant**") and amends and restates in its entirety the previously recorded the previously recorded Easton Park Notice of Applicability *[Residential]* Section 1A, recorded as Document No. 2015091611 in the Official Public Records of Travis County, Texas as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lots 2 – 6, 8 – 16, 18 – 35, 37 – 52, and 54 – 61, Block A; Lots 2 – 21, 23 – 39, 41 – 54, 56 – 65, 67 – 72, 74 – 80, 83 – 88, 90 – 97, 99 – 115, and 117 – 125, Block B; and Lots 2 – 7, Block C; Easton Park, Section 1A, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201500121 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notices of annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. Applicability of Restrictive Covenant. Pursuant to this Notice of Annexation and that certain Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities, recorded as Document No. 2014138934 in the Official Public Records of Travis County, Texas (the "**Restrictive Covenant**"), the Development Area is subject to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Restrictive Covenant.

3. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No. 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

4. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements,

servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

5. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

6. **Property Incorporated Into Development**. The provisions of the Master Covenant, Restrictive Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, Restrictive Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

7. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 24th day of February, 2016.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24 day of February, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
February 26 2016 11:26 AM
FEE: $ 42.00 **2016028051**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Nov 14, 2019 12:34 PM Fee: $38.00
2019179246
Electronically Recorded

UNOFFICIAL DOCUMENT

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste. 2500
Austin, Texas 78701
jennifer.purcell@us.dlapiper.com

EASTON PARK

AMENDED AND RESTATED NOTICE OF ANNEXATION
[SECTION 1B]
[Union Park West Condominiums]

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to: (i) that certain Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and (ii) that certain Notice of Annexation [Section 1B] [Union Park West Condominiums], recorded as Document 2019119175 in the Official Public Records of Travis County, Texas.

UNOFFICIAL DOCUMENT

EASTON PARK

AMENDED AND RESTATED NOTICE OF ANNEXATION
[SECTION 1B]
[UNION PARK WEST CONDOMINIUMS]

This Amended and Restated Notice of Annexation [Section 1B] [Union Park West Condominiums] (this "**Notice of Annexation**") amends and restates in its entirety that certain Notice of Annexation [Section 1B] [Union Park West Condominiums], recorded on August 7, 2019 as Document 2019119175 in the Official Public Records of Travis County, Texas, and is made and executed by **CARMA EASTON, LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to Lot 3A, Easton Park Section 1B Amended Plat, a subdivision located in Travis County, Texas, according to the map or plat Recorded as Document No. 201700270 of the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant [Residential], Recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notices of annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Community Enhancement Covenant.** Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, Recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Property Incorporated Into Development**. The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Community Enhancement Covenant.

5. **Allocation of Assessment Units and Votes to Condominium Units**. Pursuant to *Section 3.05* and *Section 5.09* of the Master Covenant, the Development Area has been submitted to the condominium form of ownership by the Recordation of the Easton Park Development Area Declaration and Declaration of Condominium Regime for Section 1B, Union Park West Condominiums (the

"**Condominium Declaration**"), on August 14, 2019 as Document No. 2019122805 in the Official Public Records of Travis County, Texas. Each Condominium Unit established thereby will be deemed a "Condominium Unit" as such term is defined in the Master Covenant. Pursuant to *Section 5.09(b)* of the Master Covenant, each Condominium Unit so created will be allocated Assessment Units and votes which may be cast on all matters to be voted on by the Members of the Association in accordance with the Master Covenant, as follows:

Assessment Unit per Condominium Unit	1.0
Vote per Condominium Unit	1.0

In lieu of mailing a statement of assessment to each Owner, the Association will have the option to mail a statement of assessment for each Condominium Unit within the Development Area to the condominium association established for such Condominium Units. The amounts reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Notwithstanding any provision in this Notice of Annexation to the contrary, each Owner of a Condominium Unit is obligated to pay the assessment attributable to such Owner's Condominium Unit as set forth in the Master Covenant. The Association's remittance of a statement to any Condominium Association will not be construed to waive the Association's right to collect assessments from the owner of a Condominium Unit.

6. **Miscellaneous.** This Notice of Annexation constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this Notice of Annexation shall have the meanings set forth in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

UNOFFICIAL DOCUMENT

EXECUTED to be effective as of the 7th day of August, 2019.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of November, 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

UNOFFICIAL DOCUMENT

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Dec 20, 2021 09:52 AM Fee: $54.00
2021276364
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

Corridor Title Co. GF# 21-D215724

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 1B]

Lot 4A-2, Block C
Resubdivision of Lot 4A, Easton Park, Section 1B Amended

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; each as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 1B, LOT 4A-2, BLOCK C]

This Notice of Annexation *[Section 1B, Lot 4A-2, Block C]* ("**Notice of Annexation**") is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lot 4A-2, Block C, RESUBDIVISION OF LOT 4A, EASTON PARK, SECTION 1B AMENDED, a subdivision in Travis County, Texas, according to the map or plat of record in Document Number 202100243, Official Public Records of Travis County, Texas, and as corrected in Affidavit recorded in Document Number 2021272867, Official Public Records of Travis County, Texas (the "**Parcel**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Parcel is subject to the terms and provisions of the Master Covenant, as modified by the provisions set forth herein.

2. Applicability of Development Area Declaration. Pursuant to the Master Covenant and that certain Easton Park Development Area Declaration [Multi-Family] recorded under Document No. 2021273063 in the Official Public Records of Travis County, Texas, as amended (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Parcel is subject to the terms and provisions of the Development Area Declaration, as modified by the provisions set forth herein.

3. Parcel. The Parcel described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. Designation as Commercial Lot. Declarant hereby designates the Parcel as a "**Commercial Lot**" for the purpose of the Master Covenant.

5. Use Restriction. After the Use Restriction Period (as defined in the Development Area Declaration), the Use Restriction (as defined in the Development Area Declaration) shall automatically

expire and the Parcel and the improvements thereon may be used for any purpose permitted under the applicable zoning for the Parcel.

6. **Allocation of Assessment Units; No Access to Common Areas and Amenities; Working Capital Assessment; Community Enhancement Covenant; and Votes to the Parcel**. Pursuant to *Section 3.05(b), Section 5.08,* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns Votes and Assessment Units to the Parcel as follows and otherwise provides exemptions to the initial Owner of the Commercial Lot comprising the Parcel as follows:

A. Votes; No Access to Common Areas and Amenities in Easton Park: The Owner of the Commercial Lot comprising the Parcel shall have one (1) vote in the Association. The Owner of the Commercial Lot comprising the Parcel is the Member of the Association. Apartment lessees, renters, and/or tenants are not members of the Association and do not have voting, access or use rights to the Association owned Common Areas (i.e., pools, fitness centers, etc.) intended exclusively for the single-family residents in Easton Park.

B. Assessments Unit: The Parcel shall be allocated Assessment Units in the Association in accordance with the following formula:

Subject to subsection (C) below, each year's current monthly Assessment amount shall be multiplied by the number of Apartment Units (as defined in the Development Area Declaration) approved in a site plan for the Parcel. The Assessment Units shall be due annually in advance to the Association. The Association shall provide a statement of assessment for the Parcel to the owner of the Parcel. The amount reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Assessment Units will begin to accrue upon first occupancy after completion of the multifamily project on the Parcel. If the Parcel ceases to be used for multi-family Apartment Units, the Declarant shall amend this Notice of Annexation to reflect Assessment Units applicable to the new use of the Parcel.

C. Regular Assessments. During the period commencing upon the first occupancy after completion of the multifamily project on the Parcel and continuing for three (3) years thereafter, the total amount of all Regular Assessments due by the Parcel to the Association with respect to the Parcel shall equal to the current monthly assessment rate per year per Apartment Unit in the multifamily project on the Parcel. During such three (3) year period the Owner shall be responsible for an initial Regular Assessment of $52.50 per Apartment Unit per year. Any Regular Assessment above $52.50 during the three (3) year period shall be the responsibility of the Declarant. Beginning in the fourth (4^{th}) year after the date that Regular Assessments are assessed, the Owner of the Parcel shall pay to the Association Regular Assessments equal to the then current monthly Regular Assessment up to $80.00 per Apartment Unit per year. Beginning in the fifth (5th) year after the date that Regular Assessments are assessed and for each year thereafter, the Regular Assessments for the Parcel may be increased by up to five percent (5%) over the Regular Assessments in the prior calendar year applicable to the Parcel up to a maximum amount of $100 per Apartment Unit

per year. Thereafter Regular Assessments for the Parcel may not be increased by more than two percent (2%) over the Regular Assessments in the prior calendar year applicable to the Parcel. Notwithstanding anything contained herein to the contrary, the per unit rate of Regular Assessments for the Parcel shall not increase more than the per unit rate of Regular Assessments for the other multifamily projects in the Development. In no event shall the Owner of the Parcel be obligated to pay a higher percentage of the total Regular Assessment or Special Assessments charged to all Owners than its percentage ownership of land in the Development. By way of example, if the Parcel is 10% of the total land area in the Development, the Owner of the Parcel shall never be responsible for more than 10% of the total Regular Assessment or Special Assessments.

D. Working Capital Assessment. The Owner of the Parcel shall not be subject to a Working Capital Assessment.

E. Community Enhancement Covenant; Community Enhancement Fee. The Owner of the Parcel shall not be subject to the Community Enhancement Covenant or a Community Enhancement Fee.

F. Special Assessments. Declarant and Association represent to the Owner of the Parcel that no Special Assessments have been levied under the Master Covenant for [2021] as of the date hereof, and Declarant and Association represent and warrant that no Special Assessments shall be assessed against the Parcel without the prior written consent of the then Owner thereof.

G. Other Assessments. Notwithstanding anything contained in 5.05 through 5.08 of the Master Covenant to the contrary, Special Common Area Assessments and Service Area Assessments shall not be assessed against the Parcel without the prior written consent of the then Owner thereof. Individual Assessments may be assessed against the Owner of the Parcel in accordance with Section 5.07 of the Master Covenant; provided that such Individual Assessments (i) reflect the actual cost of such charge, fee, reimbursement or fine with no mark-up or premium, and (ii) are calculated in the same manner for all Owners of property in the Development.

7. Antennas; Solar Roof Tiles. The Owner of the Parcel may install any Tesla solar energy system or install Tesla solar roof tiles without the prior written approval of the Declarant or Easton Park Reviewer.

8. Amendments to Master Covenant and Development Area Declaration. The amendments to the Master Covenant and Development Area Declaration contained in this Notice of Annexation shall only apply to the Parcel described in this Notice of Annexation and shall not apply to any other real property encumbered by the Master Covenant or Development Area Declaration.

9. Rules. Neither Declarant nor the Association shall promulgate Rules that materially adversely affect the intended or actual use of the Parcel.

10. **Project Name**. Notwithstanding anything contained in Section 2.01(d) of the Master Covenant to the contrary, Declarant shall not have the right to approve the name of the project for the Parcel; provided, however, the Owner of the Parcel will not use the name *"Easton Park"* in any manner to name, designate, advertise, lease or develop the Parcel without Declarant's prior written consent during the Development Period or by the Board thereafter.

11. **Property Designations**. Declarant and the Association represent and warrant to the Owner of the Parcel that no portion of the Parcel is now or shall later be designated as Common Areas, Special Common Areas, Development Amenities, Service Areas or Neighborhoods without the written consent of the Owner of the Parcel (such consent may be withheld in such Owner's sole discretion).

12. **Bulk Rate Contracts**. In connection with the development of the intended improvements on the Parcel, the Owner of the Parcel will construct a fence around the intended improvements on the Parcel that is within the boundary lines of the Parcel. The portion of the Parcel that is outside of the fence but within the boundaries of the Parcel is herein referred to as the "**Outside Fence Area**". Notwithstanding anything contained in Section 3.12 of the Master Covenant to the contrary, the Association may enter into Bulk Rate Contracts for the Parcel only to the extent that such Bulk Rate Contract affects the Outside Fence Area, provided that such Bulk Rate Contracts must be approved in writing by the Owner of the Parcel (such approval shall not be unreasonably withheld, conditioned or delayed).

13. **Community Services and Systems**. Notwithstanding anything contained in Section 3.13 of the Master Covenant to the contrary, neither Declarant, any affiliate of Declarant or the Association may install, provide, maintain or furnish or enter into contracts with other persons to install, provide, maintain or furnish any Community Services and Systems for the Parcel described in this Notice of Annexation.

14. **Restoration Requirements**. The first sentence only of Section 4.02(b) of the Master Covenant is amended and restated as follows:

> "(b) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within one hundred twenty (120) days after the occurrence of such damage or destruction."

15. **Architectural Approvals**. Notwithstanding anything contained in this Notice of Annexation, the Development Area Declaration or the Master Covenant to the contrary, all procedures, requirements and obligations of each Owner, as set forth in Article 6 of the Master Covenant, are hereby waived with respect to the Owner of the Parcel and its proposed development, operation and maintenance on the Parcel. By letter agreement dated as of the date hereof ("**Approval Letter**"), Declarant has approved the plans and specifications attached to the Approval Letter, and elevations dated July 7, 2021 attached to the Approval Letter, with respect to the multifamily project on the Parcel ("**Plans and Specifications**"). The Easton Park Reviewer is not permitted to enter upon and inspect the Parcel and the improvements being constructed thereon without the prior written consent of the Owner of the Parcel. The approval of the Easton Park Reviewer of the Plans and Specifications per the Approval Letter shall be valid for a period of twenty-four (24) months from the date hereof; provided, however, that if

Declarant and Hines Acquisitions LLC (or its affiliate) mutually agree to a final form of Design Guidelines for the Parcel and such Design Guidelines are Recorded ("**Final Design Guidelines**"), then the Final Design Guidelines shall replace and supersede the Approval Letter for all purposes and the Owner of the Parcel shall develop the Parcel in accordance with the Final Design Guidelines, subject to any variances granted pursuant to the Declaration.

16. **Easements**. Article 8 of the Master Covenant is hereby amended with respect to the Parcel such that no easement reserved in Article 8 of the Master Covenant shall be located on the Parcel without the prior written consent of the Owner of the Parcel, which consent shall not be unreasonably withheld, conditioned or delayed. Declarant shall not change the location of any easements, retention or detention ponds serving the Parcel and located within the Development without the prior written consent of the Owner of the Parcel, which consent shall not be unreasonably withheld.

17. **Shared Amenities**. Declarant represents and warrants to the Owner of the Parcel that (i) no portion of the Parcel is now or shall later be included in any Shared Facilities and Amenities and (ii) the Owner of the Parcel shall not be a party to a Cost and Use Sharing Agreement for such Shared Facilities and Amenities.

18. **Special Declarant Rights**. Notwithstanding anything contained in the Master Covenant to the contrary, Section 9.02 of the Master Covenant will not apply to the Parcel.

19. **Amendments**. Declarant and the Board agree that Declarant during the Development Period and the Board thereafter will not amend this Notice of Annexation, the Master Covenant or Development Area Declaration in a way that materially adversely affects the Parcel without the prior written consent of the Owner of the Parcel, which consent may be withheld in the sole discretion of such Owner.

20. **Representations, Warranties and Covenants of Declarant and Association**. Declarant and Association hereby represent, warrant and covenant the following for the benefit of the Owner of the Parcel:

(a) As of the date hereof the Development Period is still in force and effect and has not expired.

(b) Declarant (i) currently is the sole Easton Park Reviewer and the only entity or person with jurisdiction over architectural matters for the Parcel, and (ii) and Declarant has not delegated or assigned any of its rights to the Association, ACC or any other person, committee or entity.

(c) Declarant has the power and authority to agree to the matters contained in this Notice of Annexation pursuant to the powers it holds as Declarant under the Master Covenant.

(d) Declarant is not required to obtain the consent of any Owner or any other party for the agreements of Declarant and Association under this Notice of Annexation to be effective.

(e) The Board of the Association currently consists of four members only.

(f) Declarant and the Association shall, jointly and severally, defend (including reasonable attorneys' fees), indemnify, and hold harmless the Owner of the Parcel from and against any claims by any party asserting that the Owner of the Parcel is responsible for any Assessments in excess of those required to be paid by the Owner of the Parcel under the provisions of this Notice of Annexation or otherwise challenging the any of the agreements of Declarant and Association contained in this Notice of Annexation or any liabilities or damages arising out of the breach of any of the representations, warranties and covenants contained herein.

21. **Property Incorporated into Development; Conflicts Constitute Amendments**. The provisions of the Master Covenant and Development Area Declaration shall apply to the Parcel unless otherwise modified as provided in this Notice of Annexation. The Parcel is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Development Area Declaration unless otherwise modified in this Notice of Annexation. If there is any conflict between the provisions of this Notice of Annexation and the provisions of the Master Covenant or Development Area Declaration, the provisions of this Notice of Annexation will govern and shall constitute an amendment (and not a conflict) to the Master Covenant or Development Area Declaration (as applicable) with respect to the Parcel identified in this Notice of Annexation only.

22. **Miscellaneous**. This Notice of Annexation constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this Notice of Annexation shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO NOTICE OF ANNEXATION [SECTION 1B, LOT 4A-2, BLOCK C]]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 17th day of December, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public, State of Texas

Kristen Janice Thayer
My Commission Expires
05/12/2023
ID No. 130224158

ELECTRONICALLY RECORDED 2016206243

TRV 5 PGS

GT GreenbergTraurig

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 1C]

Lots 2 through 23, Block A
Lots 2 through 15, 17 through 23 and 33 through 50, Block B
Lots 1 through 17, Block C
Lots 9 through 10 and 12 through 43, Block D

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 1C]

This Notice of Annexation [*Section 1C*] is made and executed by **CARMA EASTON LLC,** a Texas limited partnership ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to Lots 2 through 23, Block A; Lots 2 through 15, 17 through 23, and 33 through 50, Block B; Lots 1 through 17, Block C; and Lots 9 through 10 and 12 through 43, Block D of Easton Park Section 1C, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201600197 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Restrictive Covenant**. Pursuant to that certain Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for Easton Park Subdivision Section 1C recorded as Document No. 2016126898 in the Official Public Records of Travis County, Texas (the "**Restrictive Covenant**"), the Development Area is subject to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Restrictive Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Restrictive Covenant.

3. **Applicability of Development Area Declaration**. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No. 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

4. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of

Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

5. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

6. **Property Incorporated Into Development**. The provisions of the Master Covenant, Restrictive Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, Restrictive Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

7. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 13 day of December, 2016.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 13 day of December, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
December 14 2016 07:35 AM
FEE: $ 42.00 **2016206243**

ELECTRONICALLY RECORDED 2018001570

TRV 5 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 1C, PHASE 2]

Lots 2 through 8 and Lots 44 through 45, Block D

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 1C, PHASE 2]

This Notice of Annexation [*Section 1C, Phase 2*] is made and executed by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**") and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lots 2 through 8 and Lots 44 through 45, Block D of Easton Park Section 1C, Phase 2, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201700293 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. Applicability of Restrictive Covenant. Pursuant to that certain Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for Easton Park Subdivision Section 1C recorded as Document No. 2016126898 in the Official Public Records of Travis County, Texas (the "**Restrictive Covenant**"), the Development Area is subject to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Restrictive Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Restrictive Covenant.

3. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No. 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

4. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

5. Development Area. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

6. Property Incorporated Into Development. The provisions of the Master Covenant, Restrictive Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, Restrictive Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

7. Miscellaneous. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3 day of January 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
January 04 2018 08:37 AM
FEE: $ 42.00 **2018001570**

ELECTRONICALLY RECORDED 2018046545

TRV 5 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2A]

Lots 3 through 16, Block A

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*], recorded as Document No. 2018045961 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2A]

This Notice of Annexation [*SECTION 2A*] is made and executed by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**") and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lots 3 through 16 of Easton Park Section 2A, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201600229 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**") as supplemented by that certain Easton Park Supplement to Amended and Restated Development Area Declaration [Single-Family Residential] – [Section 2A], recorded as Document No. 2018045961 in the Official Public Records of Travis County, Texas (the "**2A Supplement**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration and the 2A Supplement.

3. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. Development Area. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated Into Development**. The provisions of the Master Covenant, the Development Area Declaration, the 2A Supplement, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, the 2A Supplement, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument if Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of March, 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 29 2018 02:43 PM
FEE: $ 42.00 **2018046545**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Nov 06, 2019 09:32 AM Fee: $38.00
2019174722
Electronically Recorded

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
jennifer.purcell@dlapiper.com

DLA PIPER

EASTON PARK

AMENDED AND RESTATED NOTICE OF ANNEXATION [EP RESIDENTIAL CONDOMINIUMS]

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

AMENDED AND RESTATED NOTICE OF ANNEXATION
[EP RESIDENTIAL CONDOMINIUMS]

This *Amended and Restated Notice of Annexation [EP Residential Condominiums]* amends and restates in its entirety that certain *Notice of Annexation [EP Residential Condominiums]*, recorded as Document No. 2019032243 in the Official Public Records of Travis County, Texas, and is made and executed by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to Lot 1, Block B of Easton Park Subdivision, Section 2A.1, a subdivision recorded in Document No. 201700254, Official Public Records of Travis County, Texas; Lot 2, Block B of Easton Park Subdivision, Section 2A, a subdivision recorded in Document No. 201600229, Official Public Records of Travis County, Texas; and Lot 3, Block B of Easton Park Subdivision, Section 2A.2, a subdivision recorded in Document No. 201700253, Official Public Records of Travis County, Texas (collectively, the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Community Enhancement Covenant.** Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Property Incorporated Into Development**. The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Community Enhancement Covenant.

5. **Allocation of Assessment Units and Votes to Condominium Units**. Pursuant to *Section 3.05* and *Section 5.09* of the Master Covenant, the Development Area has been submitted to the condominium form of ownership by the recordation in the Official Public Records of Travis County, Texas, of the Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums (a "**Condominium Declaration**"), on March 8, 2019, under Document No. 2019032680. Each Condominium Unit established thereby will be deemed a "Condominium Unit" as such term is defined in the Master Covenant. Pursuant to *Section 5.09(b)* of the Master Covenant, each Condominium Unit so created will be allocated Assessment Units and votes which may be cast on all matters to be voted on by the Members of the Association in accordance with the Master Covenant, as follows:

Assessment Unit per Condominium Unit	1.0
Vote per Condominium Unit	1.0

In lieu of mailing a statement of assessment to each Owner, the Association will have the option to mail a statement of assessment for each Condominium Unit within the Development Area to the condominium association established for such Condominium Units. The amounts reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Notwithstanding any provision in this notice to the contrary, each Owner of a Condominium Unit is obligated to pay the assessment attributable to such Owner's Condominium Unit as set forth in the Master Covenant. The Association's remittance of a statement to any Condominium Association will not be construed to waive the Association's right to collect assessments from the owner of a Condominium Unit.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 5th day of November, 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

UNOFFICIAL DOCUMENT

After Recording, Return To.

William P. McLean
McLean & Howard, L.L.P
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

4 pgs 2021040055

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2A, PHASE 3]

Lot 1, Block A

A Mixed-Use Master-Planned Community
Travis County, Texas

Allocation of Votes in Master Association: 1 per Unit

Allocation of Assessment Units in Master Association 1 per Unit

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas; and that certain Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680 in the Official Public Records of Travis County, Texas; each as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2A, PHASE 3]

This Notice of Annexation *[Section 2A, Phase 3]* is made and executed by CARMA EASTON LLC, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant** This Notice of Annexation is Recorded with respect to Lot 1, Block A, of Easton Park, Section 2A, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. _____ in the Official Public Records of Travis County, Texas (the "**Development Area**") Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Community Enhancement Covenant** Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant

3. **Applicability of Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums** Pursuant to the Master Covenant and that certain Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded under Document No 2019032680 in the Official Public Records of Travis County, Texas, as amended (the "**Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant and portions of the Future Development Area (as defined in Exhibit "B-1" to the Declaration), upon the Recording of appropriate Declarations of Annexation and Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Declaration Pursuant to this Notice of Annexation and such Declaration of Annexation to be filed for the Development Area, the Development Area will be subject to the terms and provisions of the Declaration.

4. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant

5. **Designation as Commercial Lot** Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant

6. **Property Incorporated into Development** The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant; the Community Enhancement Covenant; and, pursuant to those terms described in *Paragraph 3*, the Declaration.

7. **Allocation of Votes and Assessment Units in Master Association**. Pursuant to *Section 3.05(b)* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns one (1) vote in the Master Association per Unit and one (1) Assessment Unit in the Master Association per Unit.

8. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

[SIGNATURE PAGE TO NOTICE OF ANNEXATION FOR EASTON PARK, SECTION 2A, PHASE 3]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 26th day of JANUARY, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) _____
Notary Public, State of Texas

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2021040055 Feb 26, 2021 12:21 PM
Fee: $38.00 MEDINAE

Unofficial Document

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

4 pgs 2021040057

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2A, PHASE 4]

Lot 1, Block A

A Mixed-Use Master-Planned Community
Travis County, Texas

Allocation of Votes in Master Association: 1 per Unit

Allocation of Assessment Units in Master Association: 1 per Unit

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas; and that Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680 in the Official Public Records of Travis County, Texas; each as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2A, PHASE 4]

This Notice of Annexation *[Section 2A, Phase 4]* is made and executed by CARMA EASTON LLC, a Texas limited liability company ("**Declarant**") and is as follows

1. **Applicability of Master Covenant** This Notice of Annexation is Recorded with respect to Lot 1, Block A, of Easton Park, Section 2A, Phase 4, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No _____ in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant

3. **Applicability of Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums**. Pursuant to the Master Covenant and that certain Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded under Document No 2019032680 in the Official Public Records of Travis County, Texas, as amended (the "**Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant and portions of the Future Development Area (as defined in Exhibit "B-1" to the Declaration), upon the Recording of appropriate Declarations of Annexation and Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Declaration. Pursuant to this Notice of Annexation and such Declaration of Annexation to be filed for the Development Area, the Development Area will be subject to the terms and provisions of the Declaration.

4. **Development Area** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Designation as Commercial Lot**. Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant

6. **Property Incorporated into Development** The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant; the Community Enhancement Covenant; and, pursuant to those terms described in *Paragraph 3*, the Declaration

7. **Allocation of Votes and Assessment Units in Master Association** Pursuant to *Section 3 05(b)* and *Section 5 09(b)* of the Master Covenant, the Declarant hereby assigns one (1) vote in the Master Association per Unit and one (1) Assessment Unit in the Master Association per Unit

8. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9 05* of the Master Covenant Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

[SIGNATURE PAGE TO NOTICE OF ANNEXATION FOR EASTON PARK, SECTION 2A, PHASE 4]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 26th day of JANUARY, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2021040057

Feb 26, 2021 12:21 PM
MEDINAE

Fee: $38.00

ELECTRONICALLY RECORDED 2017202427

TRV 5 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2B, PHASE 1]

Lots 25 through 33, 35 through 50 and 52 through 65, Block 1
Lots 1 through 26, Block 3
Lots 1 through 10 and 12 through 15, Block 4
Lots 1 through 12, Block 5
Lots 1 through 7 and 9 through 26, Block 6
Lots 1 through 5 and 7 through 18, Block 7
Lots 1 through 9, Block 12

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2B, PHASE 1]

This Notice of Annexation [*SECTION 2B, PHASE 1*] is made and executed by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**") and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lots 25 through 33, 35 through 50 and 52 through 65, Block 1; Lots 1 through 26, Block 3; Lots 1 through 10 and 12 through 15, Block 4; Lots 1 through 12, Block 5; Lots 1 through 7 and 9 through 26, Block 6; Lots 1 through 5 and 7 through 18, Block 7; Lots 1 through 9, Block 12 of Easton Park Section 2B, Phase 1, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201700302 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No. 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. Development Area. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated Into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of December, 2017, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
December 22 2017 11:20 AM
FEE: $ 42.00 **2017202427**

4 pgs 2019082440

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2B, PHASE 2]

Lots 1 through 13 and 15 through 28, Block 8
Lots 1 through 16 and 18 through 28, Block 9
Lots 3 through 18, Block 14
Lots 12 through 28, Block 12, Lots 1 through 20, Block 15
Lots 2 through 7, 9 through 23 and 25 through 39, Block 16
Lots 3 through 10 and 12 through 39, Block 20
Lots 3 through 18, Block 22, Lots 1 through 19, Block 23
Lots 1 through 16, Block 25, Lot 1 through 18, Block 26

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC,** a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2B, PHASE 2]

This Notice of Annexation [*SECTION 2B, PHASE 2*] is made and executed by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**") and is as follows

1. **Applicability of Master Covenant** This Notice of Annexation is Recorded with respect to Lots 1 through 13 and 15 through 28, Block 8, Lots 1 through 16 and 18 through 28, Block 9, Lots 12 through 28, Block 12, Lots 3 through 18, Block 14, Lots 1 through 20, Block 15, Lots 2 through 7, 9 through 23 and 25 through 39, Block 16, Lots 3 through 10 and 12 through 39, Block 20, Lots 3 through 18, Block 22, Lots 1 through 19, Block 23, Lots 1 through 16, Block 25, and Lot 1 through 18, Block 26 of Easton Park Section 2B, Phase 2, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No 201900102 in the Official Public Records of Travis County, Texas (the "**Development Area**") Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant

2. **Applicability of Development Area Declaration.** Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration

3. **Applicability of Community Enhancement Covenant.** Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant

4. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant

5. **Property Incorporated Into Development** The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant

6. **Miscellaneous** This notice constitutes a Notice of Annexation under *Section 9 05* of the Master Covenant Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument if Recorded

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 13th day of May 2019 ~~2018~~; by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company gw

(seal) GIGI WHITEHEAD
Notary Public, State of Texas
Comm Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

Return to:
Sue Welch – TWR Pickup Box

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2019082440

Jun 06, 2019 02:22 PM
Fee: $38.00 MACEDOS

ELECTRONICALLY RECORDED 2017204669

TRV 5 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2B, PHASE 3]

Lots 1 through 5, 7 through 20 and 22 through 24, Block 1;
Lots 1 through 13, Block 10; Lots 1 through 10, Block 11;
Lot 29, Block 12; Lots 1 through 18, Block 13;
Lots 2 and 19, Block 14; Lots 1 through 16, Block 18;
Lots 1 through 18, Block 19; Lots 2 and 40, Block 20;
Lots 1 through 18, Block 21; Lot 2 and 19, Block 22;
Lots 1 through 9 and 11 through 14, Block 24

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 2B, PHASE 3]

This Notice of Annexation [*SECTION 2B, PHASE 3*] is made and executed by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**") and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lots 1 through 5, 7 through 20, and 22 through 24, Block 1; Lots 1 through 13, Block 10; Lots 1 through 10, Block 11; Lot 29, Block 12; Lots 1 through 18, Block 13; Lots 2 and 19, Block 14; Lots 1 through 16, Block 18; Lots 1 through 18, Block 19; Lots 2 and 40, Block 20; Lots 1 through 18, Block 21; Lot 2 and 19, Block 22; and Lots 1 through 9 and 11 through 14, Block 24 of Easton Park Section 2B, Phase 3, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No. 201700307 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No. 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. Development Area. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated Into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument if Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of December 2017, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
December 28 2017 10:22 AM
FEE: $ 42.00 **2017204669**

UNOFFICIAL DOCUMENT

AFTER RECORDING RETURN TO:

TNR
PICK UP
ATTN SUE WELCH

DLA PIPER

4 pgs 2019162822

EASTON PARK

MIRABEL PARK
NOTICE OF ANNEXATION
[Mirabel Park, Phase 1 Easton Park Section 2C]

Lots 1 through 7, Block D; Lots 7 through 8, Block E
Lots 1 through 18, Block F; Lots 1 through 13, Block G
Lots 1 through 22, Block H; Lots 1 through 20, Block L
Lots 5 through 13, Block M; Lots 14 through 15, Block N
Lots 1 through 4, 6 through 9, 11 through 18, Block P
Lots 1 through 4, 6 through 13, 15 through 22, 24 through 43, Block T

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

Unofficial Document

EASTON PARK

MIRABEL PARK
NOTICE OF ANNEXATION
[Mirabel Park, Phase 1 Easton Park Section 2C]

This Notice of Annexation *[Mirabel Park, Phase 1 Easton Park Section 2C]* is made and executed by **CARMA EASTON LLC,** a Texas limited liability company ("**Declarant**") and is as follows

1. **Applicability of Master Covenant** This Notice of Annexation is Recorded with respect to Lots 1 through 7, Block D, Lots 7 through 8, Block E, Lots 1 through 18, Block F, Lots 1 through 13, Block G, Lots 1 through 22, Block H, Lots 1 through 20, Block L, Lots 5 through 13, Block M, Lots 14 through 15, Block N, Lots 1 through 4, 6 through 9, and 11 through 18, Block P, Lots 1 through 4, 6 through 13, 15 through 22, and 24 through 43, Block T of Mirabel Park, Phase 1 Easton Park Section 2C, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No 201900209 in the Official Public Records of Travis County, Texas (the "**Development Area**") Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant

2. **Applicability of Development Area Declaration.** Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration

3. **Applicability of Community Enhancement Covenant.** Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant

Unofficial Document

4. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant

5. **Property Incorporated Into Development** The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant

6. **Miscellaneous** This notice constitutes a Notice of Annexation under *Section 9 05* of the Master Covenant Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

EXECUTED to be effective as of the date this instrument is Recorded

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22nd day of October, 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2019162822

Oct 17, 2019 02:48 PM
Fee: $38.00 MACEDOS

EASTON PARK
[MIRABEL PARK, PHASE 1 EASTON PARK SECTION 2C SUBDIVISION]

4 pgs 2020090078

4

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

MIRABEL PARK
NOTICE OF ANNEXATION
[Mirabel Park, Phase 2 Easton Park Section 2C]

Lots 1 through 12, Block A; Lots 2 through 8, Block B
Lots 1 through 20, Block C; Lots 8 through 12, Block D
Lots 1 through 6 and 9 through 14, Block E
Lots 1 through 22, Block J; Lots 1 through 22, Block K
Lots 1 through 4 and 14 through 23, Block M
Lots 1 through 13 and 16 through 23, Block N

A Mixed-Use Master Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

EASTON PARK

MIRABEL PARK
NOTICE OF ANNEXATION
[Mirabel Park, Phase 2 Easton Park Section 2C]

This Notice of Annexation *[Mirabel Park, Phase 2 Easton Park Section 2C]* is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lots 1 through 12, Block A, Lots 2 through 8, Block B, Lots 1 through 20, Block C, Lots 8 through 12, Block D, Lots 1 through 6 and 9 through 14, Block E, Lots 1 through 22, Block J, Lots 1 through 22, Block K, Lots 1 through 4 and 14 through 23, Block M, Lots 1 through 13 and 16 through 23, Block N of Mirabel Park, Phase 2 Easton Park Section 2C, a subdivision located in Travis County, Texas according to the map or plat recorded in Document No 202000104 in the Official Public Records of Travis County, Texas (the "**Development Area**") Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant

2. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]* recorded as Document No 2016027353 in the Official Public Records of Travis County (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration

3. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant, recorded under Document No 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant

4. Development Area. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant

Unofficial Document

5. **Property Incorporated Into Development** The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant

6. **Miscellaneous** This notice constitutes a Notice of Annexation under *Section 9 05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL DOCUMENT

EXECUTED to be effective as of the date this instrument is Recorded

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22nd day of October, 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company

(seal) GIGI WHITEHEAD
Notary Public, State of Texas
Comm Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

2020090078

Jun 02, 2020 04:42 PM
Fee: $38.00 **RENTERIAKI**

EASTON PARK
[MIRABEL PARK, PHASE 2 EASTON PARK SECTION 2C]

WEST\280088817 1

5 pgs 2021199390

Unofficial Document

EASTON PARK

SKYLINE

NOTICE OF ANNEXATION
[SECTION 2D, PHASE 1]

Lots 10-45 and 55-66, Block C; Lots 1-12 and 25, Block D; Lots 1-12, Block E; Lots 1-2, Block F; Lots 1-12, Block H; Lots 30-31, Block J; and Lots 1, 55-57, and 59-62, Block K

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

SKYLINE

NOTICE OF ANNEXATION
[SECTION 2D, PHASE 1]

This Notice of Annexation *[Section 2D, Phase 1]* is made and executed by CARMA EASTON LLC, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to Lots 10 through 45 and 55 through 66, Block C; Lots 1 through 12 and 25, Block D; Lots 1 through 12, Block E; Lots 1 through 2, Block F; Lots 1 through 12, Block H; Lots 30 through 31, Block J; and Lots 1, 55 through 57, and 59 through 62, Block K; of Easton Park, Section 2D, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202100707 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

Unofficial Document

4. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 202 1, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: Deborah Thomas
Name: Deborah Thomas
Title: Assistant City Attorney

REVIEWED:
CITY ~~OF AUSTIN, TEXAS~~ Travis Co.
DEVELOPMENT SERVICES DEPARTMENT

By: S. Welch
Name: S. Welch
Title: Planner II

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park 2D Phase 1
Project Case Manager: Sue Welch
File No.: C8J-2019-0141.1A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
2021199390
Sep 07, 2021 01:25 PM
Fee: $42.00 LOPEZS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jan 21, 2022 05:00 PM Fee: $38.00
2022013139
Electronically Recorded

After Recording, Return To:
McLean & Howard, L.L.P.
William P. McLean
Leslie Keyser
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

SKYLINE

AMENDED AND RESTATED NOTICE OF ANNEXATION *[SECTION 2D, PHASE 2]*

Lots 13 – 24, Block D; Lots 3 – 12, Block F; Lots 2 - 29, Block G; Lots 13 – 26, Block H; Lots 2 – 19, Lots 21-36 and Lots 38-40, Block K

A Mixed-Use Master-Planned Community
Travis County, Texas

This Amended and Restated Notice of Annexation *[Section 2D, Phase 2]* amends and restates in its entirety the previously recorded Easton Park Notice of Annexation *[Section 2D, Phase 3]*, recorded as Document No. 2021277989 in the Official Public Records of Travis County, Texas.

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SKYLINE

AMENDED AND RESTATED NOTICE OF ANNEXATION
[SECTION 2D, PHASE 2]

This Amended and Restated Notice of Annexation *[Section 2D, Phase 2]* (this "**Notice of Annexation**") is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**"), and amends and restates in its entirety the previously recorded Easton Park Notice of Annexation *[Section 2D, Phase 3]*, Recorded as Document No. 2021277989 in the Official Public Records of Travis County, Texas, as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to *Lots 13 – 24, Block D; Lots 3 – 12, Block F; Lots 2 - 29, Block G; Lots 13 – 26, Block H; Lots 2 – 19, Lots 21-36 and Lots 38-40, Block K* of Easton Park, Section 2D, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202100296 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant.

Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of January, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Mar 18, 2022 01:52 PM Fee: $42.00
2022050373
Electronically Recorded

After Recording, Return To:
McLean & Howard, L.L.P.
William P. McLean
Leslie Keyser
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

SKYLINE

AMENDED AND RESTATED NOTICE OF ANNEXATION *[SECTION 2D, PHASE 3]*

Lots 2-12 and Lots 15 -27, Block A; Lots 1-19 and 21-26, Block B; Lots 1-9 and 46-54, Block C; Lots 1-30, Block J

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SKYLINE

AMENDED AND RESTATED NOTICE OF ANNEXATION
[SECTION 2D, PHASE 3]

This Amended and Restated Notice of Annexation *[Section 2D, Phase 3]* (this "**Notice of Annexation**") is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**"). **This Notice of Annexation is being recorded to correct an error in the plat recording number referenced in paragraph 1 of that certain Easton Park Notice of Annexation *[Section 2D, Phase 3]*, Recorded as Document No. 2021277989 in the Official Public Records of Travis County, Texas. The Section 2D, Phase 2 plat recording number (202100296) was incorrectly handwritten in paragraph 1. The Section 2D, Phase 3 plat recording number (Document No. 202200044) should have been handwritten instead.**

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to Lots 2-12 and Lots 15 -27, Block A; Lots 1-19 and 21-26, Block B; Lots 1-9 and 46-54, Block C; Lots 1-30, Block J of Easton Park, Section 2D, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. **202200044** in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the

property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO AMENDED AND RESTATED NOTICE OF ANNEXATION EASTON PARK, SECTION 2D, PHASE 3]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Shawn Patterson, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of March, 2022, by Shawn Patterson, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

[SIGNATURE PAGE TO AMENDED AND RESTATED NOTICE OF ANNEXATION EASTON PARK, SECTION 2D, PHASE 3]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of March, 2022, by Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)
JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

4 pgs 2021125311

EASTON PARK

SKYLINE PARK

NOTICE OF ANNEXATION
[SECTION 3A, PHASE 1]

Lots 1-24, Block A; Lots 1-20, Block B;
Lots 1-12, Block C; Lots 1-23, Block D;
Lots 1-34, Block E; Lots 1-27, Block F;
Lots 1-2 and Lots 18-28, Block G; Lots 12-22, Block H;
Lots 1 and 18, Block J; Lots 1-2 and Lots 8-13, Block K;

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SKYLINE PARK

NOTICE OF ANNEXATION
[SECTION 3A, PHASE 1]

This Notice of Annexation *[Section 3A, Phase 1]* is made and executed by CARMA EASTON LLC, a Texas limited liability company ("**Declarant**") and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to Lots 1 through 24, Block A; Lots 1 through 20, Block B; Lots 1 through 12, Block C; Lots 1 through 23, Block D; Lots 1 through 34, Block E; Lots 1 through 27, Block F; Lots 1, 2, and 18 through 28, Block G; Lots 12 through 22, Block H; Lots 1 and 18, Block J; Lots 1, 2, and 8 through 13, Block K; of Easton Park, Section 3A, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202100134 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. Applicability of Development Area Declaration. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 28th day of April, 2020 ~~2019~~, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

Susan O. Martin
Notary Public, State of Texas

(seal)

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
2021125311 Jun 04, 2021 12:32 PM
Fee: $38.00 ANDERSOND

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

5 pgs 2021164462

EASTON PARK

SKYLINE PARK

NOTICE OF ANNEXATION
[SECTION 3A, PHASE 2]

Lots 21-36, Block B;
Lots 3-17, Block G; Lots 1-11, Block H;
Lots 2-17, Block J; Lots 3-7, Block K;
Lots 1-24, Block L; and Lots 1-12, Block M

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

SKYLINE PARK

NOTICE OF ANNEXATION
[SECTION 3A, PHASE 2]

This Notice of Annexation *[Section 3A, Phase 2]* is made and executed by CARMA EASTON LLC, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to Lots 21 through 36, Block B; Lots 3 through 17, Block G; Lots 1 through 11, Block H; Lots 2 through 17, Block J; Lots 3 through 7, Block K; Lots 1 through 24, Block L; and Lots 1 through 12, Block M; of Easton Park, Section 3A, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202100108 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 28th day of April, 2020, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

Notary Public, State of Texas

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

After recording return to:

Sue Welch, TNR Development Services
TNR – Pickup Box

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
2021164462
Jul 23, 2021 02:07 PM
Fee: $42.00 MACEDOS

Unofficial Document

5 pgs 2021250166

EASTON PARK

PROSPECT PARK

NOTICE OF ANNEXATION
[SECTION 3B, PHASE 1]

Lots 1 through 66, Block A; Lots 1 through 9, Block B;
Lots 1 through 25, Block C; Lots 1 through 20, Block D;
Lots 1 through 20, Block E; Lots 1 through 18, Block F;
Lots 1 through 34, Block G; Lots 1 through 32, Block H;
Lots 1 through 16, Block I; Lots 1 through 82, Block J;
Lots 1 through 20, Block K; Lots 1 through 10, Block L;
Lots 1 through 36, Block M;
Lots 1 through 40, and Lots 49 through 61, Block N;
Lots 1 through 16, Block O; Lots 1 through 24, Block P;
Lots 1 through 19, Block Q; Lots 1 through 15, Block R;
Lots 1 through 17, Block S; Lots 1 through 8, Block T;
Lots 1 through 17, Block U; Lots 1 through 32, Block V;
Lots 1 through 44, Block W; Lots 1 through 18, Block X;
Lots 1 through 20, Block Y; Lots 1 through 17, Block Z;
Lots 1 through 62, Block AA; and Lots 1 through 25, Block BB

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time; and that certain Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

PROSPECT PARK

NOTICE OF ANNEXATION
[SECTION 3B, PHASE 1]

This Notice of Annexation *[Section 3B, Phase 1]* is made and executed by CARMA EASTON LLC, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to Lots 1 through 66, Block A; Lots 1 through 9, Block B; Lots 1 through 25, Block C; Lots 1 through 20, Block D; Lots 1 through 20, Block E; Lots 1 through 18, Block F; Lots 1 through 34, Block G; Lots 1 through 32, Block H; Lots 1 through 16, Block I; Lots 1 through 82, Block J; Lots 1 through 20, Block K; Lots 1 through 10, Block L; Lots 1 through 36, Block M; Lots 1 through 40, and Lots 49 through 61, Block N; Lots 1 through 16, Block O; Lots 1 through 24, Block P; Lots 1 through 19, Block Q; Lots 1 through 15, Block R; Lots 1 through 17, Block S; Lots 1 through 8, Block T; Lots 1 through 17, Block U; Lots 1 through 32, Block V; Lots 1 through 44, Block W; Lots 1 through 18, Block X; Lots 1 through 20, Block Y; Lots 1 through 17, Block Z; Lots 1 through 62, Block AA; and Lots 1 through 25, Block BB; of Easton Park Section 3B, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202100248 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate notice of annexations from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to that certain Master Covenant and the Easton Park Amended and Restated Development Area Declaration *[Single-Family Residential]*, recorded as Document No. 2016027353 in the Official Public Records of Travis County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the filing of appropriate notices of annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of

UNOFFICIAL DOCUMENT

Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

4. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Development Area Declaration, and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of June, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

CYNTHIA LITTON
Notary Public, State of Texas
Comm. Expires 09-30-2025
Notary ID 10988666

_____
Notary Public, State of Texas

Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: Erik Lopez
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: Beth Robinson
Title: Engineer

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Prospect Park Phase 1
Project Case Manager: Sue Welch
File No.: C8J-2020-0148.1A

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas
Nov 12, 2021 10:36 AM
Fee: $42.00 MACEDOS

2021250166

DB 5

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

5 pgs 2020184638

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 4A]

Lots 1, 2, 3, 4, Block A

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 4A]

This Notice of Annexation *[Section 4A]* is made and executed by CARMA EASTON LLC, a Texas limited liability company ("**Declarant**") and is as follows.

1. Applicability of Master Covenant This Notice of Annexation is Recorded with respect to Lots 1, 2, 3, and 4, Block A, of Easton Park, Section 4A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202000215 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant

2. Applicability of Community Enhancement Covenant Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. Property Incorporated into Development The provisions of the Master Covenant and Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Community Enhancement Covenant

4. Designation as Commercial Lot Declarant hereby designates each Lot within the Development Area as a "Commercial Lot" for the purpose of the Master Covenant.

5. Allocation of Votes and Assessment Units Pursuant to *Section 3 05* and *Section 5 09* of the Master Covenant, the Declarant will allocate votes and Assessment Units to the Development Area pursuant to the Recording of an amended and restated Notice of Annexation The number of votes and Assessment Units, in accordance with *Section 3 05(b)* and *Section 5 09(b)* of the Master Covenant, will be

determined for the Development Area once the total square feet of Improvements to be constructed on the Development Area are determined and approved by the Easton Park Reviewer At such time, Declarant will allocate votes and Assessment Units to the Development Area pursuant to the Recording of an amended and restated Notice of Annexation.

6. Miscellaneous. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By. _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14 day of August, 2020, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company

(seal)

_____
Notary Public, State of Texas

GLORIA LYNN KELLAR
Notary Public, State of Texas
Comm Expires 07-15-2024
Notary ID 132570939

After Recording, Return To

William P McLean
McLean & Howard, L L P
901 S Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: Deborah Thomas
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: _____
Title: _____

✓ **AFTER RECORDING, PLEASE RETURN A COPY TO:**

City of Austin
Development Services Department
P O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name:	Easton Park 4A
Project Case Manager:	Sue Welch
Site Plan No	C8J-2018-0090.0A

2020184638

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 02, 2020 12:13 PM
Fee: $42.00 BARTHOLOMEWD

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts additions and changes were present at the time the instrument was filed and recorded

6 pgs 2023005455

Unofficial Document

EASTON PARK

NOTICE OF ANNEXATION
[RESIDENTIAL]

Section 4B-West, Lot 1, Block A

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas; each as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION
[Section 4B-West, Lot 1, Block A]

This Notice of Annexation *[Section 4B-West, Lot 1, Block A]* is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to **Lot 1, Block A**, of Easton Park Section 4B-West, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300018 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "**Master Covenant**"). Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. Applicability of Community Enhancement Covenant. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. Development Area. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. Designation as Commercial Lot. Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant. Declarant, during the Development Period, and the Board thereafter, must approve any condominium regime to be impressed upon the Commercial Lot.

5. Allocation of Assessment Units and Votes to Condominium Units. Pursuant to *Section 3.05* and *Section 5.09* of the Master Covenant, in the event all or any portion of the Development Area is submitted to the condominium form of ownership by the recordation in the Official Public Records of Travis County, Texas, of a declaration of condominium regime approved by the Declarant (a

"**Condominium Declaration**"), then on the date a Condominium Declaration is recorded, each Condominium Unit established thereby will be deemed a "Condominium Unit" as such term is defined in the Master Covenant. Pursuant to *Section 5.09(b)* of the Master Covenant, each Condominium Unit so created will be allocated Assessment Units and votes which may be cast on all matters to be voted on by the Members of the Association in accordance with the Master Covenant, as follows:

Assessment Unit per Condominium Unit	1
Vote per Condominium Unit	1

In lieu of mailing a statement of assessment to each Owner of a Condominium Unit, the Association will have the option to mail a statement of assessment for each Condominium Unit within the Development Area to the condominium association established for such Condominium Units. The amounts reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Notwithstanding any provision in this notice to the contrary, each Owner of a Condominium Unit is obligated to pay the assessment attributable to such Owner's Condominium Unit as set forth in the Master Covenant. The Association's remittance of a statement to any condominium association will not be construed to waive the Association's right to collect assessments from the owner or a Condominium Unit. Assessment Units will begin to accrue upon completion of construction and issuance of a certificate of occupancy from applicable governmental authorities for the improvements on the Development Area.

6. **Property Incorporated into Development**. The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Community Enhancement Covenant.

7. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

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Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – SECTION 4B-WEST, LOT 1, BLOCK A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of November, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – SECTION 4B-WEST, LOT 1, BLOCK A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of November, 2022, by Blake McAlister, as Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: _____
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: Jaydeep Goswami
Title: Division Manager

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park 4B West
Project Case Manager: Sue Welch
File No.: C8J-2021-0378.0A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
2023005455
Jan 18, 2023 02:03 PM
Fee: $46.00 GALVANJ

6 pgs 2023005454

Unofficial Document

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 4B-WEST]

Lot 4, Block A

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas; each as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION
[SECTION 4B-WEST, Lot 4, Block A]

This Notice of Annexation *[Section 4B-West, Lot 4, Block A]* is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to **Lot 4, Block A**, of Easton Park, Section 4B-West, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300018 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Common Area**. Declarant hereby designates the Development Area as "Common Area" for the purpose of the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Community Enhancement Covenant.

Unofficial Document

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – SECTION 4B-WEST, LOT 4, BLOCK A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of November, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – SECTION 4B-WEST, LOT 4, BLOCK A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of November, 2022, by Blake McAlister, as Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: _____
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: Joydeep Goswami
Title: DIVISION MANAGER

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park 4B West
Project Case Manager: Sue Welch
File No.: C8J-2021-0378.0A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jan 18, 2023 02:03 PM
Fee: $46.00 GALVANJ

2023005454

EASTON PARK *[RESIDENTIAL]*
NOTICE OF ANNEXATION *[SECTION 4B-WEST, LOT 4, BLOCK A]*

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
Dec 09, 2021 01:25 PM Fee: $58.00
2021269826
Electronically Recorded

UNOFFICIAL DOCUMENT

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

Corridor Title Co. GF# 21-0409-C

EASTON PARK

NOTICE OF ANNEXATION
[RESIDENTIAL]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas; each as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION

This Notice of Annexation is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to the 10.639 acres of land, more or less, identified in **Exhibit "A"** attached hereto and incorporated by reference herein (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *(Residential)*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "**Master Covenant**"). Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *(Residential)*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Commercial Lot**. Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant. Declarant, during the Development Period, and the Board thereafter, must approve any condominium regime to be impressed upon the Commercial Lot.

5. **Allocation of Assessment Units and Votes to Condominium Units**. Pursuant to *Section 3.05* and *Section 5.09* of the Master Covenant, in the event all or any portion of the Development Area is submitted to the condominium form of ownership by the recordation in the Official Public Records of Travis County, Texas, of a declaration of condominium regime approved by the Declarant (a "**Condominium Declaration**"), then on the date a Condominium Declaration is recorded, each

Unofficial Document

Condominium Unit established thereby will be deemed a "Condominium Unit" as such term is defined in the Master Covenant. Pursuant to *Section 5.09(b)* of the Master Covenant, each Condominium Unit so created will be allocated Assessment Units and votes which may be cast on all matters to be voted on by the Members of the Association in accordance with the Master Covenant, as follows:

Assessment Unit per Condominium Unit	1
Vote per Condominium Unit	1

In lieu of mailing a statement of assessment to each Owner of a Condominium Unit, the Association will have the option to mail a statement of assessment for each Condominium Unit within the Development Area to the condominium association established for such Condominium Units. The amounts reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Notwithstanding any provision in this notice to the contrary, each Owner of a Condominium Unit is obligated to pay the assessment attributable to such Owner's Condominium Unit as set forth in the Master Covenant. The Association's remittance of a statement to any condominium association will not be construed to waive the Association's right to collect assessments from the owner or a Condominium Unit. Assessment Units will begin to accrue upon completion of construction and issuance of a certificate of occupancy from applicable governmental authorities for the improvements on the Development Area.

6. **Property Incorporated into Development**. The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Community Enhancement Covenant.

7. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of December, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2028
Notary ID 128849950

(Seal)

_____
Notary Public, State of Texas

Unofficial Document

Exhibit "A"

See following four (4) pages.

UNOFFICIAL DOCUMENT

10.639 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 10.639 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON, LLC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 10.639 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the southwest right-of-way line of William Cannon Drive (140' R.O.W.), for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found in the southwest line of said William Cannon Drive, bears N36°29'27"W, a distance of 207.51 feet,

THENCE, S39°14'26"E, over and across said right-of-way of William Cannon Drive, a distance of 157.42 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the left, being in the southwest line of said William Cannon Drive, for the northernmost corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, along said curve to the left, over and across said 138.54 acre tract of land, and with the southwest line of said William Cannon Drive, having a radius of 1640.50 feet, an arc length of 468.94 feet, and a chord that bears S50°10'47"E, a distance of 467.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for an eastern corner of the herein described tract of land, being at the beginning of a curve to the right,

THENCE, continuing over and across said 138.54 acre tract, with the following eight (8) courses and distances, numbered 1 through 8,

1) Along said curve to the right, having a radius of 30.00 feet, an arc length of 45.44 feet, and a chord that bears S14°58'44"E, a distance of 41.22 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
2) S28°24'38"W, a distance of 118.91 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being at the beginning of a curve to the right,
3) Along said curve to the right, having a radius of 950.00 feet, an arc length of 114.49 feet, and a chord that bears S31°51'48"W, a distance of 114.42 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
4) S35°18'57"W, a distance of 216.57 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being at the beginning of a curve to the left,
5) Along said curve to the left, having a radius of 800.00 feet, an arc length of 228.37 feet, and a chord that bears S27°08'17"W, a distance of 227.59 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southeastern corner of the herein described tract of land, being at the beginning of a curve to the right,
6) Along said curve to the right, having a radius of 30.00 feet, an arc length of 45.77 feet, and a chord that bears S62°39'46"W, a distance of 41.45 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for the southernmost corner of the herein described tract of land,
7) N73°38'04"W, a distance of 107.09 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being at the beginning of a curve to the right, and

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8) Along said curve to the right, having a radius of 470.00 feet, an arc length of 211.34 feet, and a chord that bears N60°45'11"W, a distance of 209.56 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being in the southwest line of said 138.54 acre tract of land, same being in the northeast right-of-way line of Finial Drive (70' R.O.W.),

THENCE, N47°52'17"W, with the common line of said 138.54 acre tract and said Finial Drive, a distance of 359.49 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for the westernmost corner of the herein described tract of land,

THENCE, N44°59'56"E, over and across said 138.54 acre tract of land, a distance of 799.66 feet to the **POINT OF BEGINNING** and containing 10.639 acres of land.

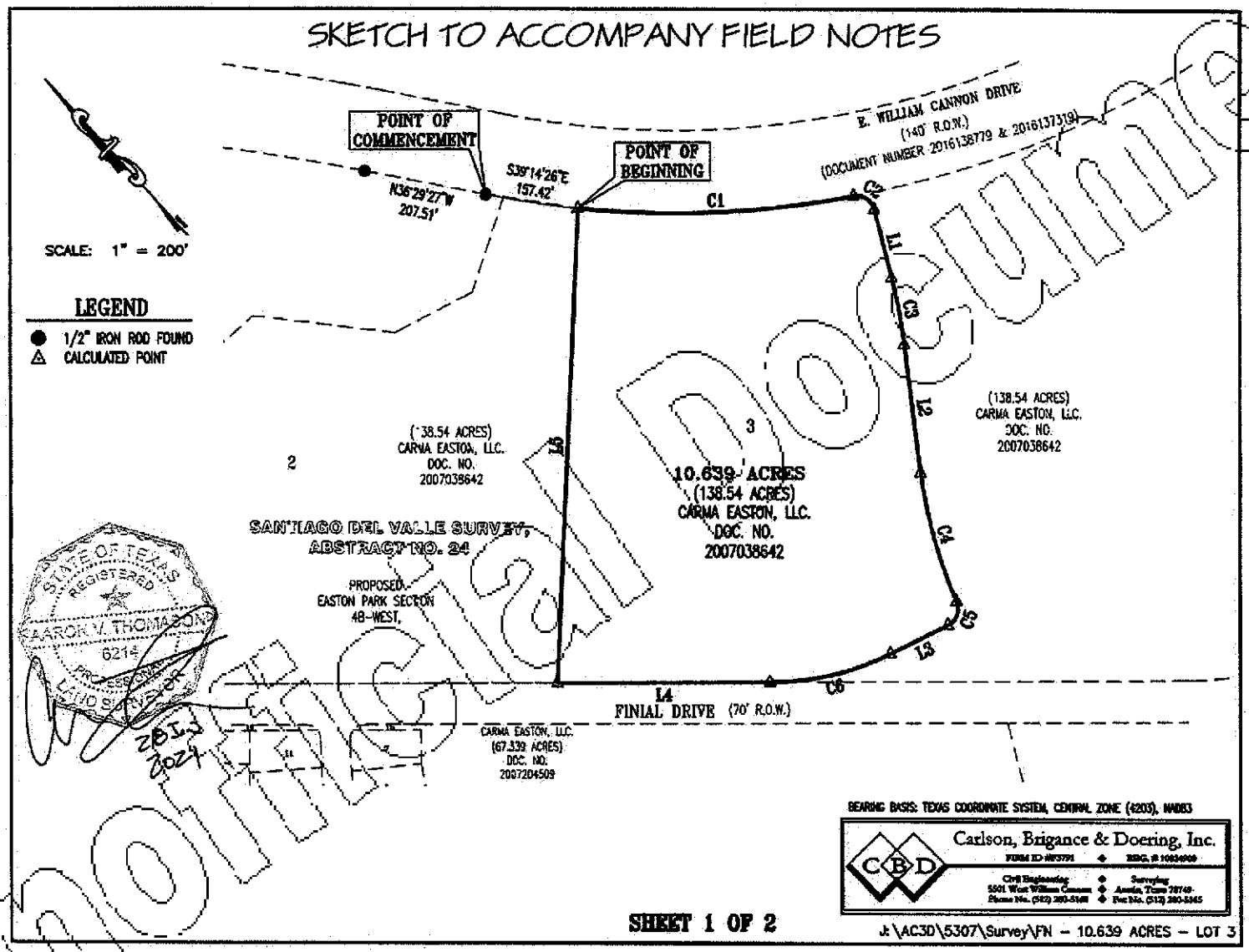
Surveyed by: _____

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5307\SURVEY\FIELD NOTES\FN – 10.639 ACRES – LOT 3.DOC

SKETCH TO ACCOMPANY FIELD NOTES



SHEET 1 OF 2

J:\AC3D\5307\Survey\FN - 10.639 ACRES - LOT 3

Unofficial Document

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	118.91	S26°24'38"W
L2	216.57	S35°18'57"W
L3	107.09	N73°38'04"W
L4	359.49	N47°52'17"W
L5	799.66	N44°58'56"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	468.94	1640.50	S50°10'47"E	467.34	236.08	16°22'41"
C2	45.44	30.00	S14°58'44"E	41.22	28.36	86°46'45"
C3	114.49	950.00	S31°51'48"W	114.42	57.32	6°54'19"
C4	228.37	800.00	S27°08'17"W	227.59	114.97	16°21'21"
C5	45.77	30.00	S62°39'46"W	41.45	28.67	87°24'19"
C6	211.34	470.00	N60°45'11"W	209.56	107.48	25°45'47"

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10004900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 2 OF 2

J:\AC3D\5307\Survey\FN - 10.639 ACRES - LOT 3

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Dec 17, 2021 08:23 AM Fee: $62.00
2021275351
Electronically Recorded

UNOFFICIAL DOCUMENT

NAfter Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

NOTICE OF ANNEXATION
[RESIDENTIAL]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; and that certain Easton Park Development Area Declaration [Multi-family], recorded as Document No. 2021273063 of the Official Public Records of Travis County, Texas;; each as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION

This Notice of Annexation is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to that certain real property described on **Exhibit "A"** attached hereto and incorporated by referenced herein (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant, as modified by the provisions set forth herein.

2. **Applicability of Development Area Declaration [Multi-family]**. Pursuant to the Master Covenant and that certain Easton Park *Development Area Declaration [Multi-family]*, recorded under Document No. 2021273063 in the Official Public Records of Travis County, Texas, as amended (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of Development Area Declaration.

3. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Commercial Lot**. Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant. Declarant has preliminarily approved intended improvements on the Development Area of a multi-family for-rent product, subject to Declarant's approval of the design criteria in accordance with design guidelines to be established by the Declarant. Declarant, during the Development Period, and the Board thereafter, must approve any condominium regime to be impressed upon the Commercial Lot.

5. Allocation of Assessment Units and Votes to Condominium Units; Access to Common Areas and Amenities. Pursuant to *Section 3.05(b)* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns Votes and Assessment Units to the Development Area as follows:

A. Votes: The Development Area shall have one (1) vote in the Master Association per Apartment Unit (as defined in the Development Area Declaration). The Owner of the Commercial Lot comprising the Development Area is the Member of the Master Association. Apartment lessees, renters, and/or tenants of Apartment Units are not members of the Master Association and do not have voting rights in the Master Association.

B. Access to Common Areas and Amenities in Easton Park: Apartment lessees, renters, and/or tenants of Apartment Units on the Commercial Lot shall have access and use rights to the Common Areas and amenities (i.e., pools, fitness centers, etc.) available to Owners in Easton Park.

C. Assessments Units: The Development Area shall be allocated Assessment Units in the Master Association in accordance with the following formula:

Assessment Units shall be calculated as the amount of current monthly Assessments ($52.50 per month for calendar year 2021) multiplied by the number of Apartment Units on the Commercial Lot. The Assessment Units shall be due annually in advance to the Master Association. The Master Association shall provide a statement of assessment for the Development Area to the owner of the Commercial Lot for the Development Area. The amount reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Assessment Units will begin to accrue upon completion of construction and issuance of a certificate of occupancy from applicable governmental authorities for the improvements on the Development Area.

D. Condominium Regime. Pursuant to *Section 3.05* and *Section 5.09* of the Master Covenant, in the event all or any portion of the Development Area is submitted to the condominium form of ownership by the recordation in the Official Public Records of Travis County, Texas, of a declaration of condominium regime approved by the Declarant (a "**Condominium Declaration**"), then on the date a Condominium Declaration is recorded, each Condominium Unit established thereby will be deemed a "Condominium Unit" as such term is defined in the Master Covenant. Pursuant to *Section 5.09(b)* of the Master Covenant, each Condominium Unit so created will be allocated Assessment Units and votes which may be cast on all matters to be voted on by the Members of the Association in accordance with the Master Covenant, as follows:

Assessment Unit per Condominium Unit	1
Vote per Condominium Unit	1

In lieu of mailing a statement of assessment to each Owner of a Condominium Unit, the Association will have the option to mail a statement of assessment for each Condominium Unit within the Development Area to the condominium association established for such Condominium Units. The amounts reflected on a statement of assessment will be due and payable within thirty (30) days after the

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due date set forth on any statement. Notwithstanding any provision in this notice to the contrary, each Owner of a Condominium Unit is obligated to pay the assessment attributable to such Owner's Condominium Unit as set forth in the Master Covenant. The Association's remittance of a statement to any condominium association will not be construed to waive the Association's right to collect assessments from the owner or a Condominium Unit.

In the event all or any portion of the Development Area is submitted to the condominium form of ownership by the recordation in the Official Public Records of Travis County, Texas of a declaration of condominium regime approved by the Declarant, the Condominium Units created on the Development Area shall be subject to the Community Enhancement Fee in accordance with the terms of the Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas.

In the event all or any portion of the Development Area is submitted to the condominium form of ownership by the recordation in the Official Public Records of Travis County, Texas of a declaration of condominium regime approved by the Declarant, the Condominium Units created on the Development Area shall be subject to the Working Capital Assessment in accordance with Section 5.08 of the Master Covenant.

6. **Property Incorporated into Development; Conflicts Constitute Amendments.** The provisions of the Master Covenant and Development Area Declaration shall apply to the Parcel unless otherwise modified as provided in this Notice of Annexation. The Parcel is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Development Area Declaration unless otherwise modified in this Notice of Annexation. If there is any conflict between the provisions of this Notice of Annexation and the provisions of the Master Covenant or Development Area Declaration, the provisions of this Notice of Annexation will govern and shall constitute an amendment (and not a conflict) to the Master Covenant or Development Area Declaration (as applicable) with respect to the Parcel identified in this Notice of Annexation only.

7. **Amendments to Master Covenant**. The amendments to the Master Covenant contained in this Notice of Annexation shall only apply to the Parcel described in this Notice of Annexation and shall not apply to any other real property encumbered by the Master Covenant or Development Area Declaration.

8. **Miscellaneous.** This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant and/or Development Area Declaration.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL DOCUMENT

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – 12.643 ACRES]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15 day of December, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public, State of Texas

ANNETTE ADAIR
Notary ID #131869888
My Commission Expires
January 28, 2023

Unofficial Document

Exhibit "A"

See following four (4) pages.

UNOFFICIAL DOCUMENT

12.643 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 12.643 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON, LLC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 12.643 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the southwest right-of-way line of William Cannon Drive (140' R.O.W.), for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found in the southwest line of said William Cannon Drive, bears N36°29'27"W, a distance of 207.51 feet,

THENCE, S37°00'56"E, over and across said right-of-way of William Cannon Drive, a distance of 30.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the left, being in the southwest line of said William Cannon Drive, for a northeast corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, along said curve to the left, over and across said 138.54 acre tract of land, and with the southwest line of said William Cannon Drive, having a radius of 1640.50 feet, an arc length of 127.42 feet, and a chord that bears S39°45'56"E, a distance of 127.39 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for the easternmost corner of the herein described tract of land,

THENCE, S44°59'56"W, over and across said 138.54 acre tract of land, a distance of 799.66 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" in the southwest line of said 138.54 acre tract of land, being in the northeast line of Finial Drive(70' R.O.W.), for the southernmost corner of the herein described tract of land,

THENCE, N47°52'17"W, over and across said 138.54 acre tract of land, with the common line of said 138.54 acre tract and said Finial Drive, a distance of 1159.25 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, for southwestern corner of the herein described tract of land,

THENCE, continuing over and across said 138.54 acre tract, with the following twelve (12) courses and distances, numbered 1 through 12,

1) Along said curve to the right, having a radius of 25.00 feet, an arc length of 39.21 feet, and a chord that bears N02°56'19"W, a distance of 35.31 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for the westernmost corner of the herein described tract of land,
2) N41°59'40"E, a distance of 98.70 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being at the beginning of a curve to the left,
3) Along said curve to the left, having a radius of 530.00 feet, an arc length of 106.60 feet, and a chord that bears N36°13'57"E, a distance of 106.42 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a northwestern corner of the herein described tract of land,
4) S59°54'16"E, a distance of 73.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,

J: AC3D\5307\SURVEY\FIELD NOTES\FN – 12.643 ACRES – LOT 2.DOC

UNOFFICIAL DOCUMENT

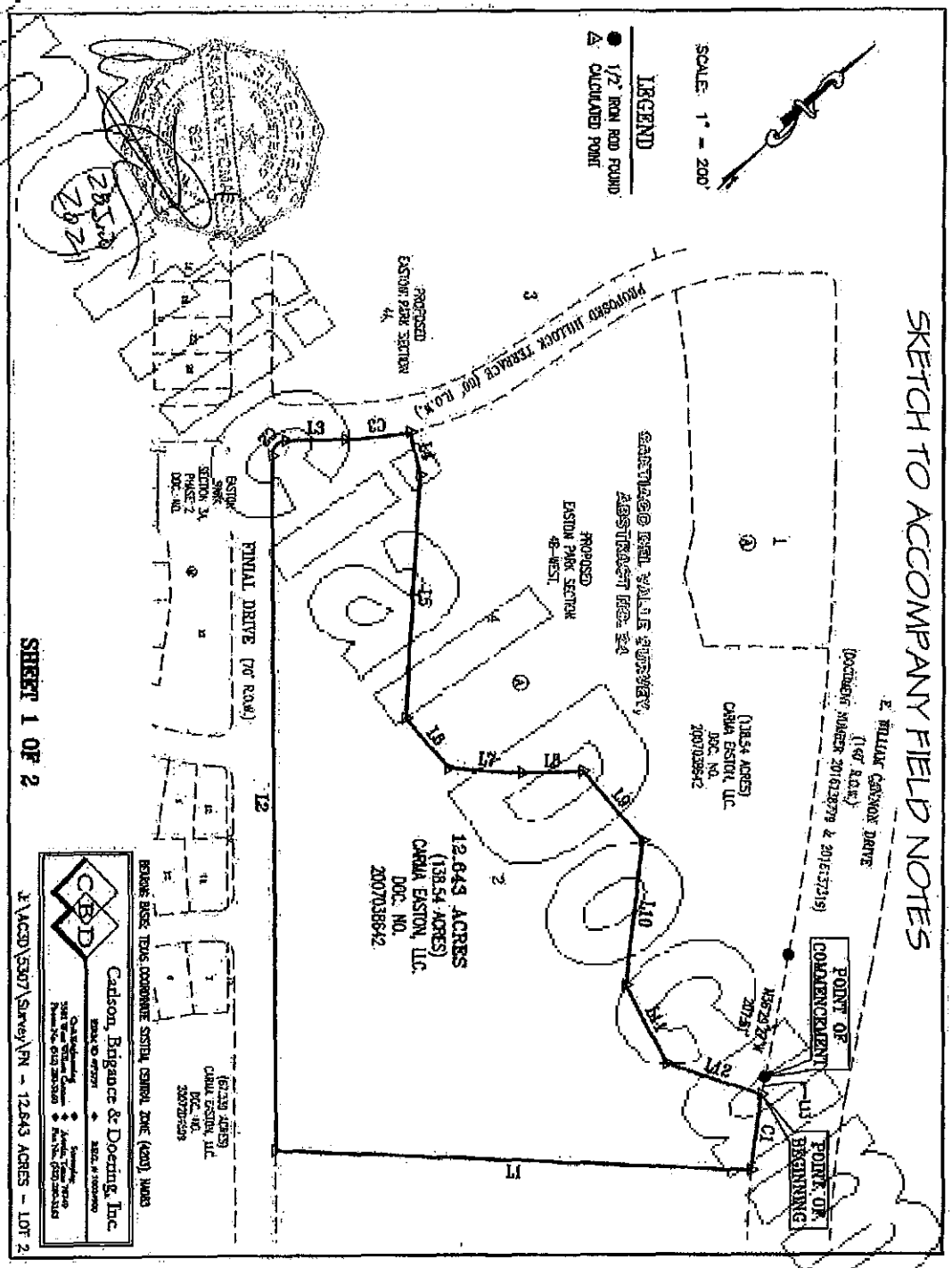
5) S44°18'40"E, a distance of 406.55 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
6) S87°54'40"E, a distance of 111.08 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
7) N46°13'24"E, a distance of 125.65 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
8) N40°54'53"E, a distance of 103.19 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
9) S88°37'33"E, a distance of 153.08 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
10) S40°57'47"E, a distance of 241.70 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
11) S75°08'32"E, a distance of 147.45 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
12) N60°40'31"E, a distance of 167.43 feet to the **POINT OF BEGINNING** and containing 12.643 acres of land.

Surveyed by: _____ 12/8/2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5307\SURVEY\FIELD NOTES\FN – 12.643 ACRES – LOT 2.DOC


SKETCH TO ACCOMPANY FIELD NOTES
SCALE: 1" = 200'
LEGEND
1/2" IRON ROD FOUND
CALCULATED POINT
E. WILLIAM CANNON DRIVE
(100' R.O.W.)
(DOCUMENT NUMBER 2016138279 & 2016137219)
POINT OF COMMENCEMENT
POINT OF BEGINNING
N62°22'E
209.81'
PROPOSED SHILLOCK TERRACE (60' R.O.W.)
PROPOSED EASTON PARK SECTION 4
EASTON PARK SECTION 3A PHASE 2 DOC. NO.
FINAL DRIVE (70' ROW)
SANTIAGO DEL VALLE SURVEY, ABSTRACT NO. 24
PROPOSED EASTON PARK SECTION 4B-WEST
(138.54 ACRES) CARMA EASTON, LLC DOC. NO. 2007038642
12.643 ACRES
(138.54 ACRES)
CARMA EASTON, LLC.
DOC. NO.
2007038642
(62.339 ACRES) CARMA EASTON, LLC DOC. NO. 2007207509
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
Carlson, Brigance & Doering, Inc.
SHEET 1 OF 2
J:\AC3D\5307\Survey\FN - 12.643 ACRES - LOT 2

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	799.66	S44°59'56"W
L2	1159.25	N47°52'17"W
L3	98.70	N41°59'40"E
L4	73.12	S59°54'16"E
L5	406.55	S44°18'40"E
L6	111.08	S87°54'40"E
L7	125.65	N46°13'24"E
L8	103.19	N40°54'53"E
L9	153.08	S88°37'33"E
L10	241.20	S40°57'47"E
L11	147.45	S25°08'32"E
L12	167.43	N60°40'31"E
L13	30.08	S37°00'56"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	127.42	1640.50	S39°45'56"E	127.39	63.74	4°27'01"
C2	39.26	25.00	N02°56'19"W	35.31	24.94	89°51'57"
C3	106.90	530.00	N36°13'57"E	106.72	53.48	11°31'27"

Carlson, Brigance & Doering, Inc.

SHEET 2 OF 2

J:\AC3D\5307\Survey\FN - 12.643 ACRES - LOT 2

Unofficial Document

Unofficial Document

6 pgs 2023003120

EASTON PARK

NOTICE OF ANNEXATION
[RESIDENTIAL]

Easton Park Section 4B-East – Phase 1

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Community Enhancement Covenant, recorded as Document No. 2022094527 of the Official Public Records of Travis County, Texas; and that certain Easton Park Second Amendment to Amended and Restated Community Enhancement Covenant, recorded as Document No. 2022099688 of the Official Public Records of Travis County, Texas, each as may be amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION
[EASTON PARK SECTION 4B-EAST – PHASE 1]

This Notice of Annexation *[Easton Park Section 4B-East – Phase 1]* is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to **Lots 1 and 2, Block B**, of Easton Park Section 4B-East – Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300007 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Community Enhancement Covenant, recorded as Document No. 2022094527 of the Official Public Records of Travis County, Texas, and by that certain Easton Park Second Amendment to Amended and Restated Community Enhancement Covenant, recorded as Document No. 2022099688 of the Official Public Records of Travis County, Texas, (collectively the "**Community Enhancement Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Commercial Lot**. Declarant hereby designates Lot 1, Block B of the Development Area as a "Commercial Lot" for the purpose of the Master Covenant.

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5. **Designation as Common Area**. Declarant hereby designates Lot 2, Block B of the Development Area as "Common Area" for the purpose of the Master Covenant.

6. **Allocation of Assessment Units and Votes; Access to Common Areas and Amenities to Lot 1, Block B**. Pursuant to *Section 3.05(b)* and *Section 5.09(b)* of the Master Covenant, the Declarant shall assign Votes and Assessment Units to Lot 1, Block B of the Development Area in an amended Notice of Annexation when intended improvements are determined and approved by the Declarant.

7. **Property Incorporated into Development**. The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Community Enhancement Covenant.

8. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – EASTON PARK SECTION 4B-EAST – PHASE 1]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of November, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – EASTON PARK SECTION 4B-EAST – PHASE 1]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of November, 2022, by Blake McAlister, as Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: _____
Title: Assistant City Attorney

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: Jorge Gonzalez
Title: DIVISION MANAGER

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park 4B East, Phase 1
Project Case Manager: Sue Welch
File No.: C8J-2022-0177.1A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

2023003120

Jan 11, 2023 10:58 AM
Fee: $46.00 JOHNSOK11

Unofficial Document

22 pgs 2023084181

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EASTON PARK

NOTICE OF ANNEXATION
[LOT 1, BLOCK A, SECTION 5A]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Development Area Declaration [Commercial], recorded as Document No. 2022193480 in the Official Public Records of Travis County, Texas; each as may be further amended from time to time.

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EASTON PARK

NOTICE OF ANNEXATION
[LOT 1, BLOCK A, SECTION 5A]

This Notice of Annexation *[Lot 1, Block A, Section 5A]* is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("Declarant"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to **Lot 1, Block A, of Easton Park, Section 5A**, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300159 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas, each as may be further amended from time to time (collectively the "Master Covenant"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to the Master Covenant and that certain Easton Park Development Area Declaration [Commercial] recorded under Document No. 2022193480 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "Development Area Declaration"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration, as modified by the provisions set forth herein.

3. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Commercial Lot**. Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant.

5. **Allocation of Master Assessment Units; No Access to Common Areas and Amenities; Working Capital Assessment; Community Enhancement Fee; and Votes to Development Area**. Pursuant to *Section 3.05(b), Section 5.08,* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns

Votes and Assessment Units to the Development Area as follows and otherwise provides exemptions to the Initial Owner of the Commercial Lot comprising the Development Area as follows:

A. Votes: The Owner of the Commercial Lot comprising the Development Area shall have one (1) vote in the Master Association. The Owner of the Commercial Lot comprising the Development Area is a Member of the Master Association.

B. No Access to Common Areas and Amenities in Easton Park: The Owner and any tenant of the Commercial Lot comprising the Development Area shall not have access and use rights to the Common Areas and amenities (i.e., pools, fitness centers, etc.) available to Owners in Easton Park.

C. Assessment Units: The Development Area shall be allocated one (1) Assessment Unit in the Association. The Development Area shall be charged each year's current monthly Assessment amount. The Assessments shall be due annually in advance to the Association. The Association shall provide a statement of assessment for the Development Area to the owner of the Commercial Lot for the Development Area. The amount reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. The Assessments will begin to accrue upon completion of construction and issuance of a certificate of occupancy from applicable governmental authorities for the improvements on the Development Area.

D. Working Capital Assessment: The Owner of the Commercial Lot comprising the Development Area shall not be subject to a Working Capital Assessment.

E. Community Enhancement Fee: The Owner of the Commercial Lot comprising the Development Area shall not be subject to a Community Enhancement Fee.

6. Property Incorporated into Development; Conflicts Constitute Amendments. The provisions of the Master Covenant and Development Area Declaration shall apply to the Development Area unless otherwise modified as provided in this Notice of Annexation. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Development Area Declaration unless otherwise modified in this Notice of Annexation. If there is any conflict between the provisions of this Notice of Annexation and the provisions of the Master Covenant or Development Area Declaration, the provisions of this Notice of Annexation will govern and shall constitute an amendment (and not a conflict) to the Master Covenant or Development Area Declaration (as applicable) with respect to the Development Area identified in this Notice of Annexation only.

7. Miscellaneous. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant and Development Area Declaration.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION [LOT 1, BLOCK A, SECTION 5A]]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(Seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION [LOT 1, BLOCK A, SECTION 5A]]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of April, 2023, by Blake McAlister, an Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(Seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, 2023

Affiant: **Chad Matheson**

Affiant Title: Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A,**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson
Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 20 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.31 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

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4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

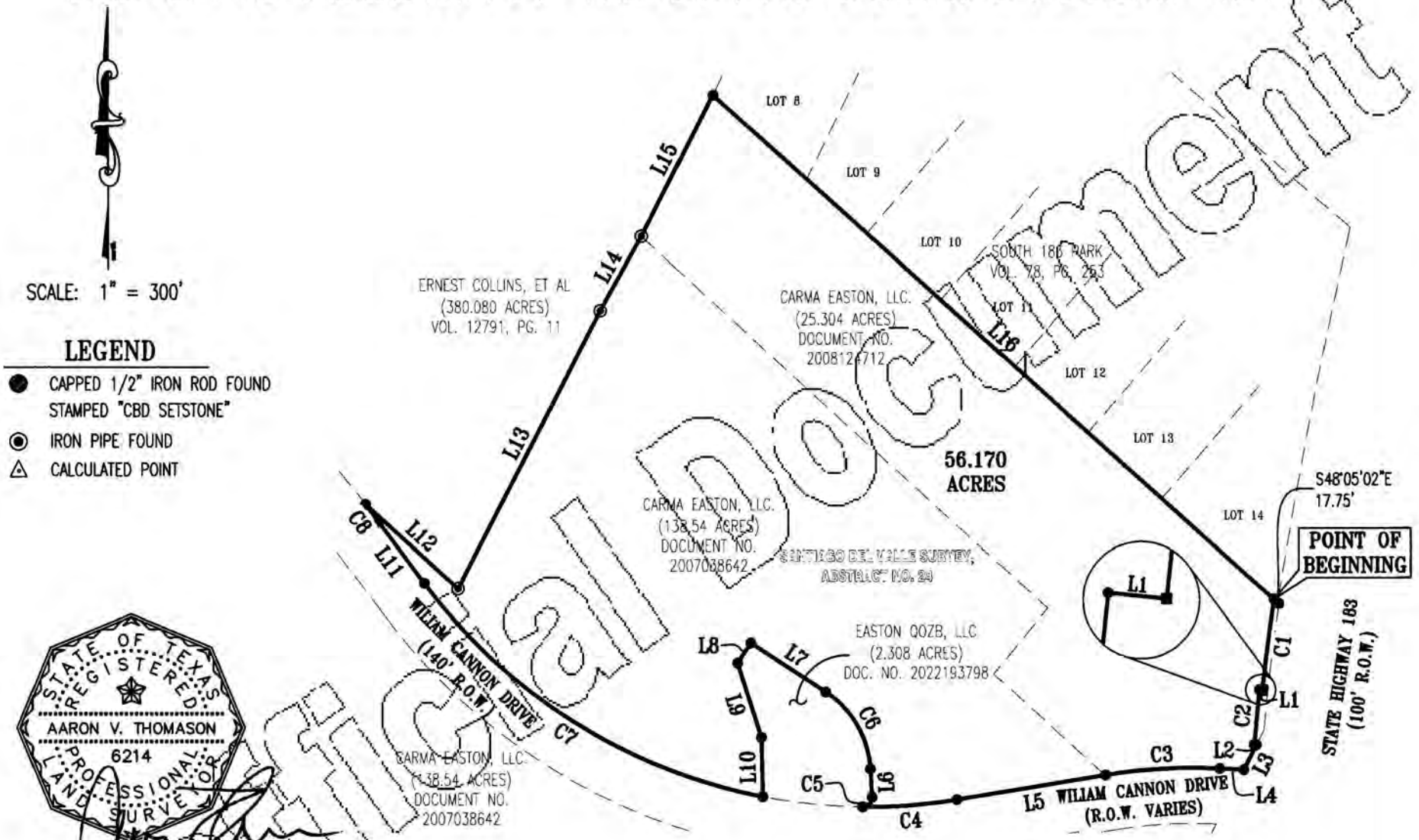
Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL LAND SURVEYOR

2/9/2023

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	2054.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.68	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1470.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

UNOFFICIAL DOCUMENT

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, **2023**

Affiant: **Blake McAlister**

Affiant Title: Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister
Authorized Signing Agent

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 20, 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.31 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

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4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- IRON PIPE FOUND
- CALCULATED POINT

2/9/2023

ERNEST COLLINS, ET AL
(380.080 ACRES)
VOL. 12791, PG. 11

CARMA EASTON, LLC.
(25.304 ACRES)
DOCUMENT NO.
2008124712

CARMA EASTON, LLC.
(138.54 ACRES)
DOCUMENT NO.
2007038642

CARMA EASTON, LLC.
(138.54 ACRES)
DOCUMENT NO.
2007038642

EASTON QOZB, LLC
(2.308 ACRES)
DOC. NO. 2022193798

SOUTH 183 PARK
VOL. 78, PG. 257

SANTIAGO DEL VALLE SURVEY,
ABSTRACT NO. 24

LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14

56.170 ACRES

S48°05'02"E
17.75'

POINT OF BEGINNING

STATE HIGHWAY 183
(100' R.O.W.)

WILLIAM CANNON DRIVE
(140' R.O.W.)

L5 WILLIAM CANNON DRIVE
(R.O.W. VARIES)

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16

C1 C2 C3 C4 C5 C6 C7 C8

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 1 OF 2

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

Unofficial Document

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	2054.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.66	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1470.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: PATRICIA L. LINK
Title: Assistant City Attorney

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park Section 5A
Project Case Manager: Sue Welch
File No.: C8J-2021-0112.1A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
2023084181
Jul 26, 2023 02:39 PM
Fee: $110.00 HERNANDEZA

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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22 pgs 2023084180

Unofficial Document

EASTON PARK

NOTICE OF ANNEXATION

LOT 2, BLOCK A; LOTS 2 AND 3, BLOCK B; AND LOT 2, BLOCK C, SECTION 5A

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded as Document No. 2016027463 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022094527, Official Public Records of Travis County, Texas; Easton Park Second Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022099688, Official Public Records of Travis County, Texas, each as may be further amended from time to time.

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EASTON PARK

NOTICE OF ANNEXATION

[LOT 2, BLOCK A; LOTS 2 AND 3, BLOCK B; AND LOT 2, BLOCK C, SECTION 5A]

This Notice of Annexation [Lot 2, Block A; Lots 2 and 3, Block B; and Lot 2, Block C, Section 5A] is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to **Lot 2, Block A; Lots 2 and 3, Block B; and Lot 2, Block C, of Easton Park, Section 5A**, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300159 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas, each as may be further amended from time to time (collectively the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Community Enhancement Covenant**. Pursuant to the Master Covenant and that certain Easton Park Amended and Restated Community Enhancement Covenant *[Residential]*, recorded under Document No. 2016027463 in the Official Public Records of Travis County, Texas, as amended (the "**Community Enhancement Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Common Area**. Declarant hereby designates the Development Area as "Common Area" for the purpose of the Master Covenant.

5. **Property Incorporated into Development**. The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area is

hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Community Enhancement Covenant.

6. **Miscellaneous**. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION
LOT 2, BLOCK A; LOTS 2 AND 3, BLOCK B; AND LOT 2, BLOCK C, SECTION 5A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION
LOT 2, BLOCK A; LOTS 2 AND 3, BLOCK B; AND LOT 2, BLOCK C, SECTION 5A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Blake McAlister, an Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

[seal] JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, **2023**

Affiant: **Chad Matheson**

Affiant Title: Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A;**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson
Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 20 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.31 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

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4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- IRON PIPE FOUND
- CALCULATED POINT

2/9/2023

ERNEST COLLINS, ET AL
(380.080 ACRES)
VOL. 12791, PG. 11

CARMA EASTON, LLC.
(25.304 ACRES)
DOCUMENT NO.
2008124712

SOUTH 183 PARK
VOL. 78, PG. 253

CARMA EASTON, LLC.
(138.54 ACRES)
DOCUMENT NO.
2007038642

SANTIAGO DEL VALLE SURVEY,
ABSTRACT NO. 24

EASTON QOZB, LLC
(2.308 ACRES)
DOC. NO. 2022193798

CARMA EASTON, LLC.
(138.54 ACRES)
DOCUMENT NO.
2007038642

LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14

56.170 ACRES

S48°05'02"E
17.75'

POINT OF BEGINNING

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16

C1 C2 C3 C4 C5 C6 C7 C8

WILLIAM CANNON DRIVE
(140' R.O.W.)

L5 WILLIAM CANNON DRIVE (R.O.W. VARIES)

STATE HIGHWAY 183 (100' R.O.W.)

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 1 OF 2

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

Unofficial Document

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	2054.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.68	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1470.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, 2023

Affiant: **Blake McAlister**

Affiant Title: Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A,**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister
Authorized Signing Agent

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on Apr. 10, 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land; from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.31 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

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56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

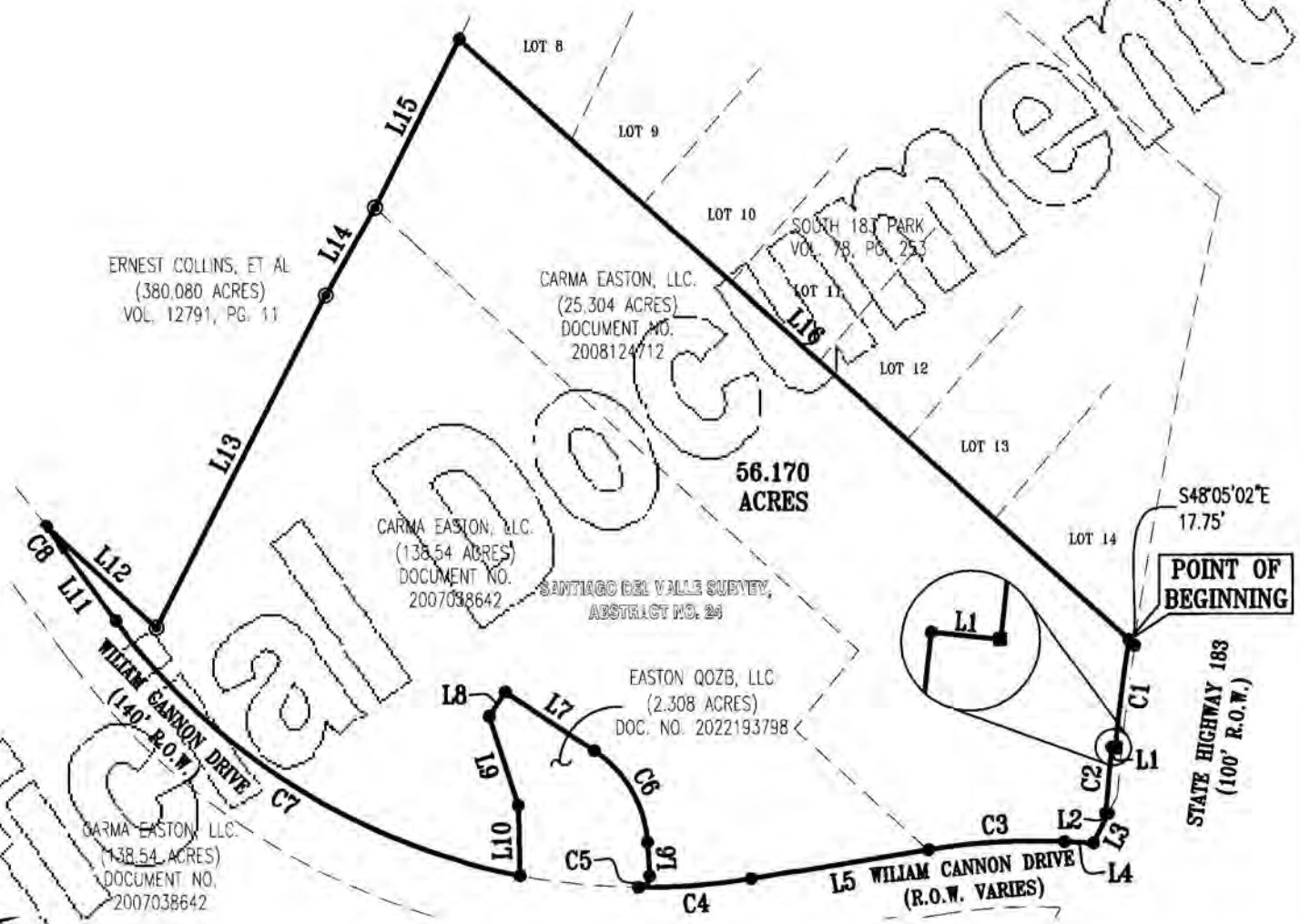
Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- ◉ IRON PIPE FOUND
- ◬ CALCULATED POINT



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

2/9/2023

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 1 OF 2

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

Unofficial Document

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	2054.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.68	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1470.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: PATRICIA L. LINK
Title: Assistant City Attorney

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park Section 5A
Project Case Manager: Sue Welch
File No.: C8J-2021-0112.1A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jul 26, 2023 02:39 PM
Fee: $110.00 HERNANDEZA

2023084180

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Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 19, 2022 04:21 PM Fee: $50.00
2022193797
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

NOTICE OF ANNEXATION
[LOT 1, BLOCK B, SECTION 5A]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Development Area Declaration [Commercial], recorded as Document No. 2022193480 in the Official Public Records of Travis County, Texas; each as may be amended from time to time.

EASTON PARK

NOTICE OF ANNEXATION
[LOT 1, BLOCK B, SECTION 5A]

This Notice of Annexation *[Lot 1, Block B, Section 5A]* is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("Declarant"), and is as follows:

1. Applicability of Master Covenant. This Notice of Annexation is Recorded with respect to that certain real property legally described in **Exhibit "A"** attached hereto and incorporated by reference herein (the "Development Area") which is anticipated to be platted as Lot 1, Block B, of Easton Park Section 5A. Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "Master Covenant"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. Applicability of Development Area Declaration. Pursuant to the Master Covenant and that certain Easton Park Development Area Declaration [Commercial] recorded under Document No. _____ in the Official Public Records of Travis County, Texas, as amended (the "Development Area Declaration"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration, as modified by the provisions set forth herein.

2. Development Area. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

3. Designation as Commercial Lot. Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant.

4. Use Restriction. Section 2.01 of the Development Area Declaration is deleted in its entirety and replaced by the following Section 2.01 with respect to the real property described on **Exhibit "A"** only:

2.01 **Use Restriction.** The Development Area is hereby restricted to pre-school and day care use only (the "Use Restriction") and, so long as the first operator on the Development Area after the final certificate of occupancy is received is a Primrose School or a comparable establishment of substantially equal quality acceptable to Declarant in its reasonable discretion, the Use Restriction shall terminate on the date that is ten (10) years after the date of the final certificate of occupancy is issued for the Development Area (the "Use Restriction Period"). Upon expiration of the Use Restriction Period, the Use Restriction shall automatically terminate and expire and the Development Area and the improvements thereon may be used for any purpose permitted under the applicable zoning for the Development Area.

5. **Allocation of Master Assessment Units; No Access to Common Areas and Amenities; Working Capital Assessment; Community Enhancement Fee; and Votes to Development Area.** Pursuant to *Section 3.05(b), Section 5.08,* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns Votes and Assessment Units to the Development Area as follows and otherwise provides exemptions to the initial Owner of the Commercial Lot comprising the Development Area as follows:

A. Votes: The Owner of the Commercial Lot comprising the Development Area shall have one (1) vote in the Master Association. The Owner of the Commercial Lot comprising the Development Area is a Member of the Master Association.

B. No Access to Common Areas and Amenities in Easton Park: The Owner and any tenant of the Commercial Lot comprising the Development Area shall not have access and use rights to the Common Areas and amenities (i.e., pools, fitness centers, etc.) available to Owners in Easton Park.

C. Assessment Units: The Development Area shall be allocated one (1) Assessment Unit in the Association. The Development Area shall be charged each year's current monthly Assessment amount. The Assessments shall be due annually in advance to the Association. The Association shall provide a statement of assessment for the Development Area to the owner of the Commercial Lot for the Development Area. The amount reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. The Assessments will begin to accrue upon completion of construction and issuance of a certificate of occupancy from applicable governmental authorities for the Improvements on the Development Area.

D. Working Capital Assessment: The Owner of the Commercial Lot comprising the Development Area shall not be subject to a Working Capital Assessment.

E. Community Enhancement Fee: The Owner of the Commercial Lot comprising the Development Area shall not be subject to a Community Enhancement Fee.

6. **Subdividing.** Section 3.08 of the Development Area Declaration is deleted in its entirety and replaced by the following Section 3.08 with respect to the real property described on **Exhibit "A"** only:

3.08 Subdividing. No Lot shall be further divided or subdivided, nor may any other fee simple interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Easton Park Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot without the approval of the Easton Park Reviewer.

7. Property Incorporated into Development; Conflicts Constitute Amendments. The provisions of the Master Covenant and Development Area Declaration shall apply to the Development Area unless otherwise modified as provided in this Notice of Annexation. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Development Area Declaration unless otherwise modified in this Notice of Annexation. If there is any conflict between the provisions of this Notice of Annexation and the provisions of the Master Covenant or Development Area Declaration, the provisions of this Notice of Annexation will govern and shall constitute an amendment (and not a conflict) to the Master Covenant or Development Area Declaration (as applicable) with respect to the Development Area identified in this Notice of Annexation only.

8. Miscellaneous. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant and Development Area Declaration.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO NOTICE OF ANNEXATION [SECTION 5A]]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of December, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Exhibit "A"

Metes and Bounds Legal Description of the Development Area

[to be attached]

FIELD NOTES

BEING ALL OF THAT CERTAIN 2.308 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON, LLC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2.308 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1 inch iron pipe found at a southwestern interior corner of said 138.54 acre tract of land, at a southeastern corner of a called 380.080 acre tract of land conveyed to Ernest Collins, Et al in Volume 12791, Page 11, Real Property Records, Travis County, Texas, for the POINT OF COMMENCEMENT of the herein described tract of land,

THENCE, S79°32'26"E, over and across said 138.54 acre tract of land, a distance of 809.28 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for the northernmost corner and the POINT OF BEGINNING of the herein described tract of land,

THENCE, over and across said 138.54 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S56°39'54"E, a distance of 243.59 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being at the beginning of a curve to the right, from which a 1/2 inch iron rod found at the northeast corner of a called 25.309 acre tract of land conveyed to Carma Easton, LLC. in Document Number 2008124712, Official Public Records, Travis County, Texas, being at the southernmost corner of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records, Travis County, Texas, same being in the west right-of-way line of State Highway 183 (100' R.O.W.), bears N79°01'30"E, a distance of 1259.57 feet,
2) Along said curve to the right, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears S30°02'29"E, a distance of 241.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
3) S03°25'04"E, a distance of 76.28 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the right, and
4) Along said curve to the right, having a radius of 25.00 feet, an arc length of 41.00 feet, and a chord that bears S43°38'50"W, a distance of 36.56 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" in the southwest line of said 138.54 acre tract, being in the northeast right-of-way line of William Cannon Drive (140 'R.O.W.), same being a the beginning of a curve to the right, for a southeast corner of the herein described tract of land,

THENCE, along said curve to the right, having a radius of 1500.50 feet, an arc length of 273.52 feet, and a chord that bears N84°13'56"W, a distance of 273.14 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for the southwest corner of the herein described tract of land,

THENCE, over and across said 138.54 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1) N01°22'55"W, a distance of 160.86 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
2) N17°38'36"W, a distance of 212.80 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
3) N33°20'06"E, a distance of 65.74 feet to the POINT OF BEGINNING and containing 2.308 acres of land.

Surveyed by: _____ 27/Nov/2022

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
AARON@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

{001: J:\CBD\5367\SURVEY\FIELD NOTES\TITLE SURVEY – 2.308 ACRES – LOT 1, BLOCK B.DOC

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 20, 2022 10:51 AM Fee: $34.00
2022194031
Electronically Recorded

CORRECTION AFFIDAVIT INSTRUMENT AS TO A RECORDED ORIGINAL INSTRUMENT

[Non-material correction pursuant to §5.028, Texas Property Code, where the parties to the recorded original instrument have not signed the correction affidavit (instrument)]

Date: December 20, 2022
GF No. 22-1148-C
Title Company: Corridor Title Co
Affiant: Lisa Voss

Description of Original Instrument (include name of instrument, date, parties and recording information):

Easton Park Notice of Annexation (Lot 1, Block B, Section 5A), dated December 19, 2022, recorded on December 19, 2022, in Document number 2022193797, Official Public Records, Travis County, Texas
Declarant: Carma Easton LLC, a Texas limited liability company

Affiant on oath swears that the following statements are true and within the personal knowledge of Affiant:

1. My name is Lisa Voss. My address is 410 W. San Antonio, New Braunfels, TX, 78130. I am over the age of eighteen (18) years and am otherwise competent to make this Correction Affidavit.

2. I have personal knowledge of the facts relevant to the correction of the above referenced Original Instrument as evidenced by the following facts (describe facts indicating personal knowledge below):
Escrow Officer familiar with the transaction.

3. I am making this Affidavit as a correction instrument pursuant to §5.028 of the Texas Property Code, regarding the following clerical error in the Original Instrument (describe error below: Document was recorded without the document number of the Master Covenant on Page 2, item 2.

4. The Original Instrument should correctly read as follows with respect to the clerical error: Document number for Master Covenant is 2022193480

I have given notice of this correction of the original instrument by sending a copy of this Correction Affidavit by ,email and/or regular US mail to each party to the Original Instrument, in accordance with §5.028 (d) (2) of the Texas Property Code. The evidence of said notice is attached to this affidavit as required by §5.028 (d) (1) of the Texas Property Code.

AFFIANT:

Lisa Voss

Lisa Voss

STATE OF TEXAS §

COUNTY OF Hays §

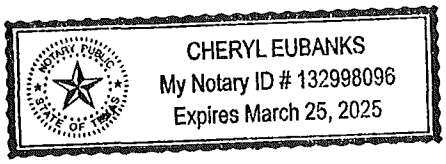
SWORN TO AND SUBSCRIBED before me on December 20, 2022, by Lisa Voss, to certify which witness my hand and seal of office.

My Commission Expires:

Cheryl Eubanks

Notary Public, State of Texas

Notary Name Printed: Cheryl Eubanks



Lisa Voss

From: Lisa Voss
Sent: Tuesday, December 20, 2022 10:32 AM
To: [redacted]
Cc: [redacted]
Subject: Correction Affidavit 22-1148-C

Pursuant to Texas State Property Code 5.028, this email is to inform you that we are filing a Correction Affidavit to correct a clerical error in the Notice of Annexation. The document was recorded without the document number of the Master Covenant on Page 2, item 2. There is nothing you need to do.

If you have questions, please let me know.

Regards,
Lisa Voss

CORRIDOR
EST. TITLE 2010

LISA VOSS
Lead Escrow Assistant
Commercial Division
O: 830-387-4739 | F: 830-387-4864

Locations | Privacy Policy | Wire Fraud Policy | ZOCCAM

5 pgs 2023084178

Unofficial Document

EASTON PARK

FIRST AMENDMENT TO NOTICE OF ANNEXATION

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Development Area Declaration [Commercial], recorded as Document No. 2022193480 in the Official Public Records of Travis County, Texas; each as may be further amended from time to time.

Unofficial Document

EASTON PARK

FIRST AMENDMENT TO NOTICE OF ANNEXATION

This First Amendment to Notice of Annexation ("Amendment") is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("Declarant"), and is as follows:

1. Declarant recorded that certain Easton Park Amended and Restated Master Covenant *[Residential]* as Document No. 2016027307 in the Official Public Records of Travis County, Texas as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas (collectively the "Master Covenant") and that certain Easton Park Development Area Declaration [Commercial], recorded as Document No. 2022193480 in the Official Public Records of Travis County, Texas (the "Development Area Declaration"), each as may be further amended from time to time.

2. Declarant recorded that certain Notice of Annexation as Document No. 2022193797 in the Official Public Records of Travis County, Texas, as amended by that certain Correction Affidavit recorded as Document No. 2022194031 in the Official Public Records of Travis County, Texas (collectively, the "Notice of Annexation") with respect to that certain 2.308 acres of land as legally described in the Notice of Annexation and defined therein as the Development Area.

3. Pursuant to Section 9.05 of the Easton Park Amended and Restated Master Covenant *[Residential]* dated effective February 23, 2016, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, Carma Easton LLC as Declarant can execute and record Notices of Annexation even if the Declarant no longer owns the property.

4. Declarant hereby amends the legal description of the Development Area in the Notice of Annexation to be as follows:

Lot 1, Block B, of Easton Park, Section 5A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300159 in the Official Public Records of Travis County, Texas

5. Except as expressly set forth in this Amendment, the Notice of Annexation has not been modified or amended. Any capitalized terms used and not otherwise defined in this Amendment shall have the meanings set forth in the Master Covenant and Development Area Declaration.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

[SIGNATURE PAGE TO FIRST AMENDMENT TO NOTICE OF ANNEXATION]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Brad Chelton, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 6th day of June, 2023, by Brad Chelton, as President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(Seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

[SIGNATURE PAGE TO FIRST AMENDMENT TO NOTICE OF ANNEXATION]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 6th day of June, 2023, by Blake McAlister, as Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: Sonya M. Harren
Name: Sonya M. Harren
Title: Assistant City Attorney

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P .0. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park Section 5A
Project Case Manager: Sue Welch
Site Plan No.: C8J-2021-0112.1A

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
2023084178
Jul 26, 2023 02:39 PM
Fee: $42.00 HERNANDEZA

22 pgs 2023084182

Unofficial Document

EASTON PARK

NOTICE OF ANNEXATION
[LOT 1, BLOCK C, SECTION 5A]

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Development Area Declaration [Commercial], recorded as Document No. 2022193480 in the Official Public Records of Travis County, Texas; each as may be further amended from time to time.

UNOFFICIAL DOCUMENT

EASTON PARK

NOTICE OF ANNEXATION
[LOT 1, BLOCK C, SECTION 5A]

This Notice of Annexation *[Lot 1, Block C, Section 5A]* is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("Declarant"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to **Lot 1, Block C, of Easton Park, Section 5A**, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300159 in the Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas, each as may be further amended from time to time (collectively the "Master Covenant"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Master Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to the Master Covenant and that certain Easton Park Development Area Declaration [Commercial] recorded under Document No. 2022193480 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "Development Area Declaration"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Development Area is subject to the terms and provisions of the Development Area Declaration, as modified by the provisions set forth herein.

3. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Commercial Lot**. Declarant hereby designates the Development Area as a "Commercial Lot" for the purpose of the Master Covenant.

5. **Allocation of Master Assessment Units; No Access to Common Areas and Amenities; Working Capital Assessment; Community Enhancement Fee; and Votes to Development Area**. Pursuant to *Section 3.05(b), Section 5.08,* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns

Votes and Assessment Units to the Development Area as follows and otherwise provides exemptions to the initial Owner of the Commercial Lot comprising the Development Area as follows:

A. Votes: The Owner of the Commercial Lot comprising the Development Area shall have one (1) vote in the Master Association. The Owner of the Commercial Lot comprising the Development Area is a Member of the Master Association.

B. No Access to Common Areas and Amenities in Easton Park: The Owner and any tenant of the Commercial Lot comprising the Development Area shall not have access and use rights to the Common Areas and amenities (i.e., pools, fitness centers, etc.) available to Owners in Easton Park.

C. Assessment Units: The Development Area shall be allocated one (1) Assessment Unit in the Association. The Development Area shall be charged each year's current monthly Assessment amount. The Assessments shall be due annually in advance to the Association. The Association shall provide a statement of assessment for the Development Area to the owner of the Commercial Lot for the Development Area. The amount reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. The Assessments will begin to accrue upon completion of construction and issuance of a certificate of occupancy from applicable governmental authorities for the improvements on the Development Area.

D. Working Capital Assessment: The Owner of the Commercial Lot comprising the Development Area shall not be subject to a Working Capital Assessment.

E. Community Enhancement Fee: The Owner of the Commercial Lot comprising the Development Area shall not be subject to a Community Enhancement Fee.

6. Property Incorporated into Development; Conflicts Constitute Amendments. The provisions of the Master Covenant and Development Area Declaration shall apply to the Development Area unless otherwise modified as provided in this Notice of Annexation. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Development Area Declaration unless otherwise modified in this Notice of Annexation. If there is any conflict between the provisions of this Notice of Annexation and the provisions of the Master Covenant or Development Area Declaration, the provisions of this Notice of Annexation will govern and shall constitute an amendment (and not a conflict) to the Master Covenant or Development Area Declaration (as applicable) with respect to the Development Area identified in this Notice of Annexation only.

7. Miscellaneous. This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant and Development Area Declaration.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL DOCUMENT

[SIGNATURE PAGE TO NOTICE OF ANNEXATION [LOT 1, BLOCK C, SECTION 5A]]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2026
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION [LOT 1, BLOCK C, SECTION 5A]]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Blake McAlister, an Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

UNOFFICIAL DOCUMENT

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, 2023

Affiant: **Chad Matheson**

Affiant Title: Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A;**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson
Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on Apr. 20, 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.81 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

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4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

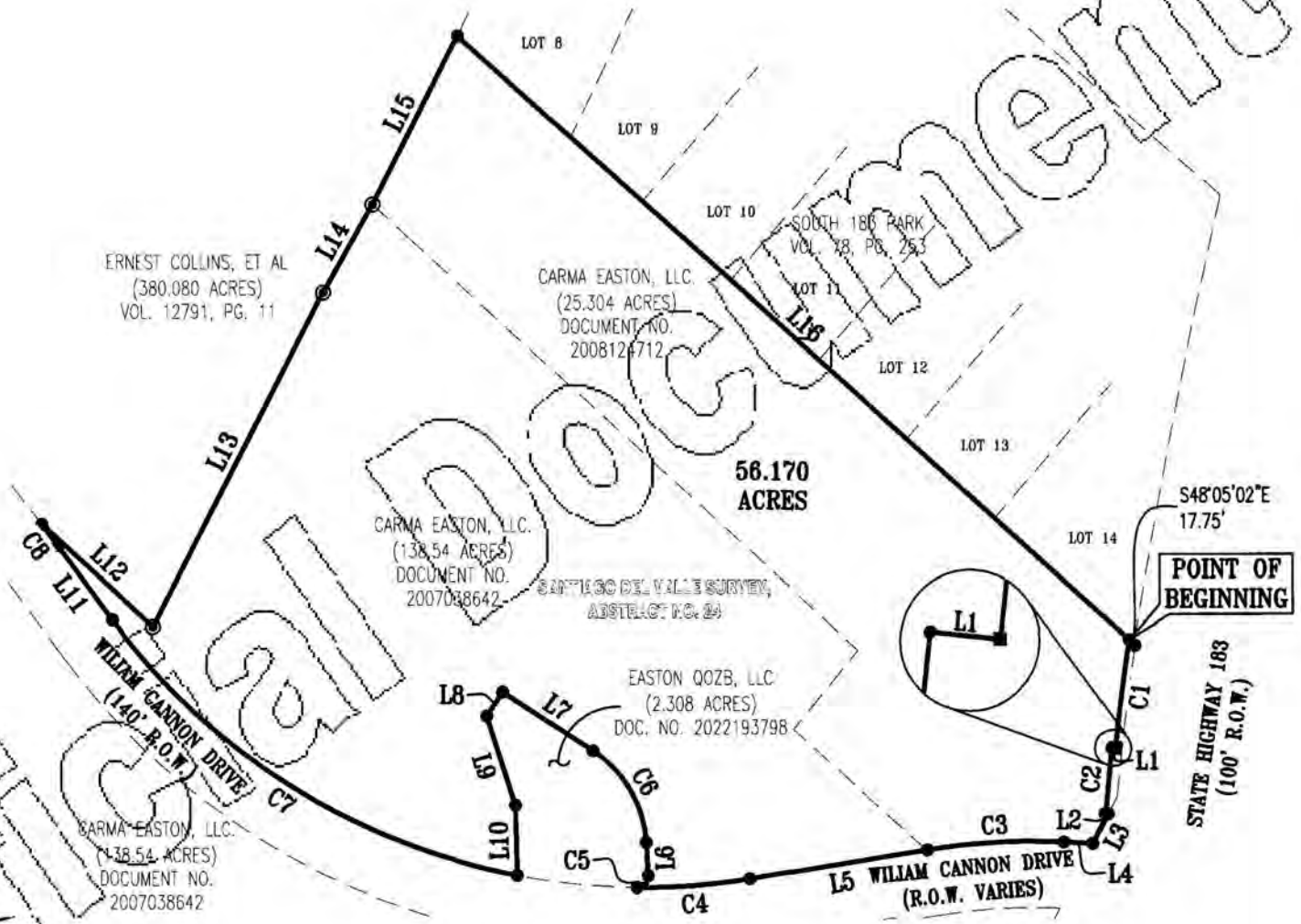
Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- IRON PIPE FOUND
- CALCULATED POINT



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

2/9/2023

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	205.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.68	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1470.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

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J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, 2023

Affiant: **Blake McAlister**

Affiant Title: Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A,**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister
Authorized Signing Agent

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 20, 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.81 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
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56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

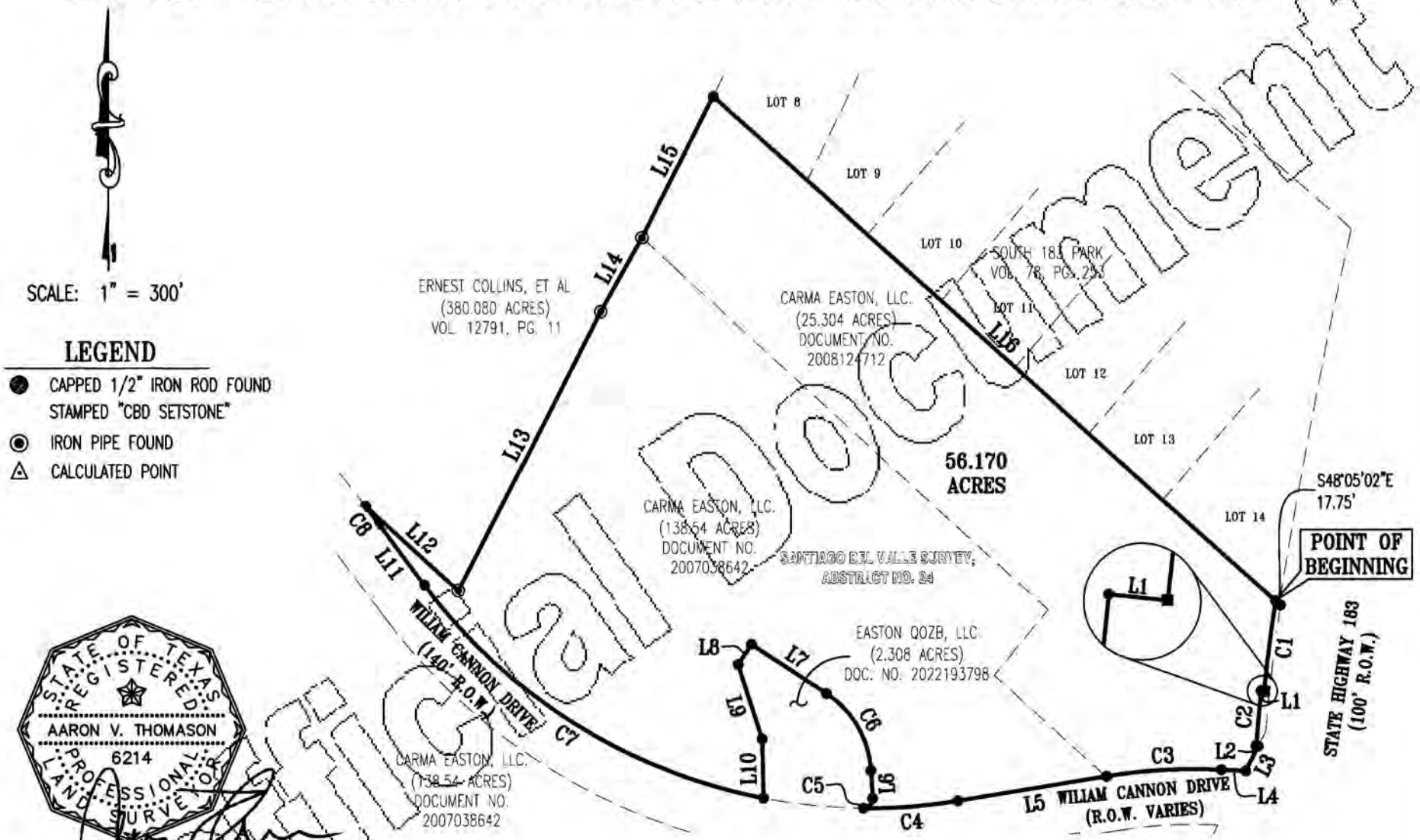
Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

2/9/2023

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
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Curve Table						
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Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: PATRICIA L. LINK
Title: Assistant City Attorney

UNOFFICIAL DOCUMENT

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park Section 5A
Project Case Manager: Sue Welch
File No.: C8J-2021-0112.1A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

2023084182 **Jul 26, 2023 02:39 PM**
Fee: $110.00 **HERNANDEZA**

Recorders Memorandum: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

23 pgs 2023084183

Unofficial Document

EASTON PARK

NOTICE OF ANNEXATION

LOT 3, BLOCK C, SECTION 5A

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Development Area Declaration [Multi-family], recorded as Document No. 2021273063 of the Official Public Records of Travis County, Texas, each as may be further amended from time to time.

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EASTON PARK

NOTICE OF ANNEXATION
LOT 3, BLOCK C, SECTION 5A

This Notice of Annexation [Lot 3, Block C, Section 5A] ("**Notice of Annexation**") is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to **Lot 3, Block C of Easton Park, Section 5A**, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300159 in the Official Public Records of Travis County, Texas (the "**Parcel**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas, as may further be amended from time to time (collectively the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Parcel is subject to the terms and provisions of the Master Covenant, as modified by the provisions set forth herein.

2. **Applicability of Development Area Declaration**. Pursuant to the Master Covenant and that certain Easton Park Development Area Declaration [Multi-Family] recorded under Document No. 2021273063 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Parcel is subject to the terms and provisions of the Development Area Declaration, as modified by the provisions set forth herein.

3. **Parcel**. The Parcel described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Commercial Lot**. Declarant hereby designates the Parcel as a "**Commercial Lot**" for the purpose of the Master Covenant.

5. **Use Restriction**. After the Use Restriction Period (as defined in the Development Area Declaration), the Use Restriction (as defined in the Development Area Declaration) shall automatically

expire and the Parcel and the improvements thereon may be used for any purpose permitted under the applicable zoning for the Parcel.

6. **Allocation of Assessment Units; No Access to Common Areas and Amenities; Working Capital Assessment; Community Enhancement Covenant; and Votes to the Parcel**. Pursuant to *Section 3.05(b), Section 5.08,* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns Votes and Assessment Units to the Parcel as follows and otherwise provides exemptions to the initial Owner of the Commercial Lot comprising the Parcel as follows:

A. Votes; No Access to Common Areas and Amenities in Easton Park: The Owner of the Commercial Lot comprising the Parcel shall have one (1) vote in the Association. The Owner of the Commercial Lot comprising the Parcel is the Member of the Association. Apartment lessees, renters, and/or tenants of Apartment Units on the Parcel are not members of the Association and do not have voting rights in the Association. Apartment lessees, renters and/or tenants of Apartment Units on the Parcel will not have access and use rights to the Association owned Common Areas (i.e., pools, fitness centers, etc.) in Easton Park.

B. Assessment Units: The Parcel shall be deemed to be allocated the number of Assessment Units in the Association so as to result in a total annual Assessment against the Parcel equal to the amount determined in accordance with subsection (C) below. The Assessments shall be due annually in advance to the Association. The Association shall provide a statement of Assessments for the Parcel to the Owner of the Parcel. The amount reflected on a statement of Assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Assessments will begin to accrue upon first occupancy after completion of the multifamily project on the Parcel. If the Parcel ceases to be used for multi-family Apartment Units, the Declarant shall amend this Notice of Annexation to reflect an equitable amount of Assessment Units applicable to the new use of the Parcel.

C. Regular Assessments. The Owner of the Parcel shall pay an annual Assessment to the Association in the amount equal to (i) the Association's monthly Assessment amount for a single family Lot during such annual period ("**Single Family Monthly Amount**"), multiplied by (ii) the number of Apartment Units (as defined in the Development Area Declaration) within the Project which have been issued certificates of occupancy during such annual period (prorated with respect to any Apartment Unit which did not have a certificate of occupancy as of the beginning of such annual period). Each year's amount of Regular Assessments will be determined in accordance with the Association's annual budget. For avoidance of doubt, the Single Family Monthly Amount used for the purposes set forth above, shall never be higher than the monthly amount of Regular Assessments for single family homes in the Easton Park subdivision.

D. Working Capital Assessment. The Owner of the Parcel shall not be subject to a Working Capital Assessment.

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E. Community Enhancement Covenant; Community Enhancement Fee. The Owner of the Parcel shall not be subject to the Community Enhancement Covenant or a Community Enhancement Fee.

F. Special Assessments. Declarant and Association represent to the Owner of the Parcel that no Special Assessments have been levied under the Master Covenant for 2021 and prior years, and 2022 through the date hereof, and Declarant and Association represent and warrant that no Special Assessments shall be assessed against the Parcel without the prior written consent of the then Owner thereof.

7. Amendments to Master Covenant and Development Area Declaration. The amendments to the Master Covenant and Development Area Declaration contained in this Notice of Annexation shall only apply to the Parcel described in this Notice of Annexation and shall not apply to any other real property encumbered by the Master Covenant or Development Area Declaration.

8. Project Name. The Owner of the Parcel will not use the name "*Easton Park*" in any manner to name, designate, advertise, lease or develop the Parcel without Declarant's prior written consent during the Development Period or by the Board thereafter, such approval not to be unreasonably withheld.

9. Easements. Article 8 of the Master Covenant is hereby amended with respect to the Parcel such that no easement reserved in Article 8 of the Master Covenant shall be located on the Parcel without the prior written consent of the Owner of the Parcel, which consent shall not be unreasonably withheld, conditioned or delayed. Declarant shall not change the location of any easements, retention or detention ponds serving the Parcel and located within the Development without the prior written consent of the Owner of the Parcel, which consent shall not be unreasonably withheld.

10. Property Incorporated into Development; Conflicts Constitute Amendments. The provisions of the Master Covenant and Development Area Declaration shall apply to the Parcel unless otherwise modified as provided in this Notice of Annexation. The Parcel is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Development Area Declaration unless otherwise modified in this Notice of Annexation. If there is any conflict between the provisions of this Notice of Annexation and the provisions of the Master Covenant or Development Area Declaration, the provisions of this Notice of Annexation will govern and shall constitute an amendment (and not a conflict) to the Master Covenant or Development Area Declaration (as applicable) with respect to the Parcel identified in this Notice of Annexation only.

11. Miscellaneous. This Notice of Annexation constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this Notice of Annexation shall have the meanings set forth in the Master Covenant or Development Area Declaration, as applicable.

[SIGNATURE PAGES FOLLOW]

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Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – LOT 3, BLOCK C, SECTION 5A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – LOT 3, BLOCK C, SECTION 5A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Blake McAlister, an Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, **2023**

Affiant: **Chad Matheson**

Affiant Title: Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A;**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson
Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 20, 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.81 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

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4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

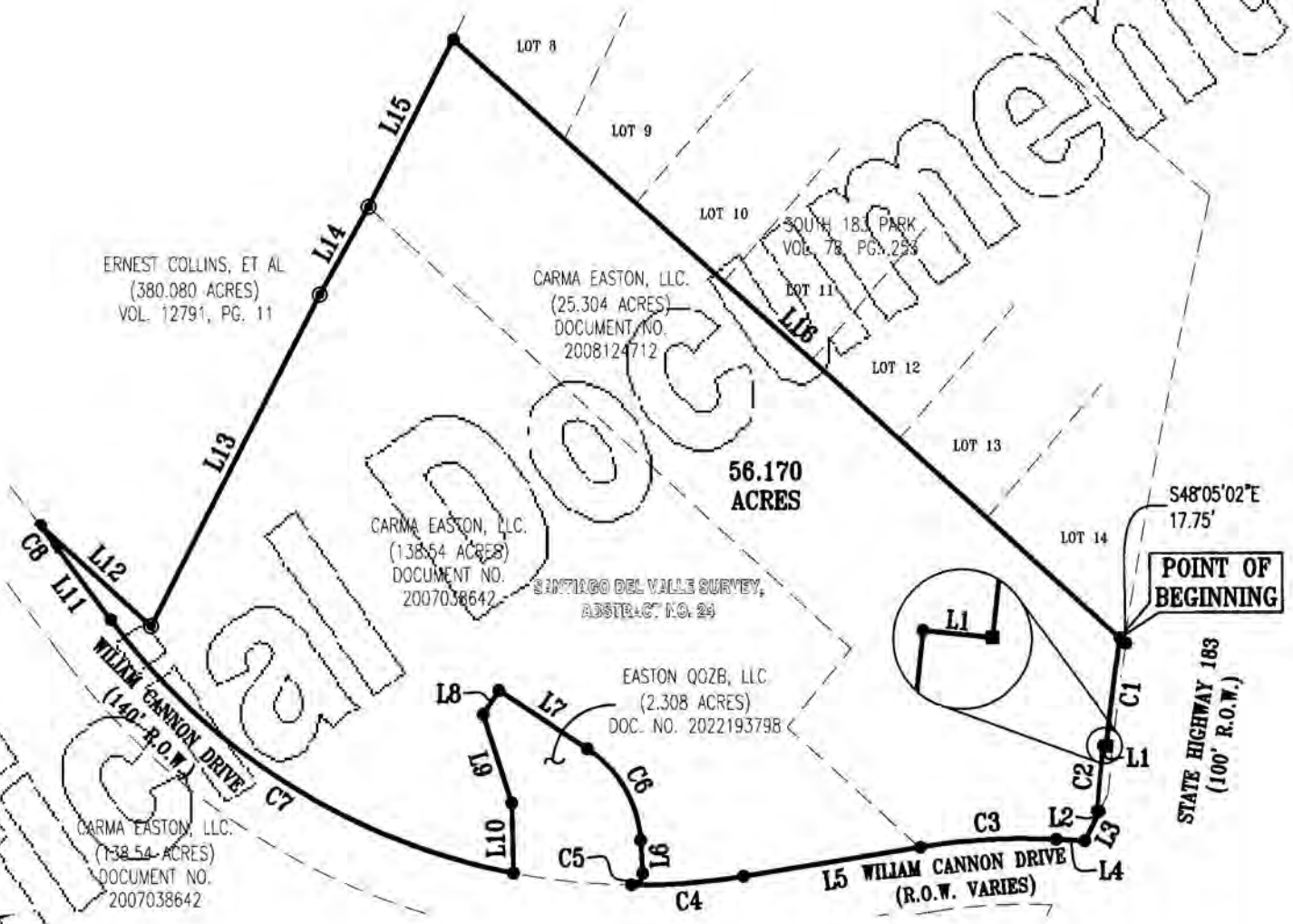
Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- ◉ IRON PIPE FOUND
- △ CALCULATED POINT



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

2/9/2023

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	2054.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.68	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1479.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

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BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, **2023**

Affiant: **Blake McAlister**

Affiant Title: Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A;**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister
Authorized Signing Agent

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 20, 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right-of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

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4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.31 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

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4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Unofficial Document

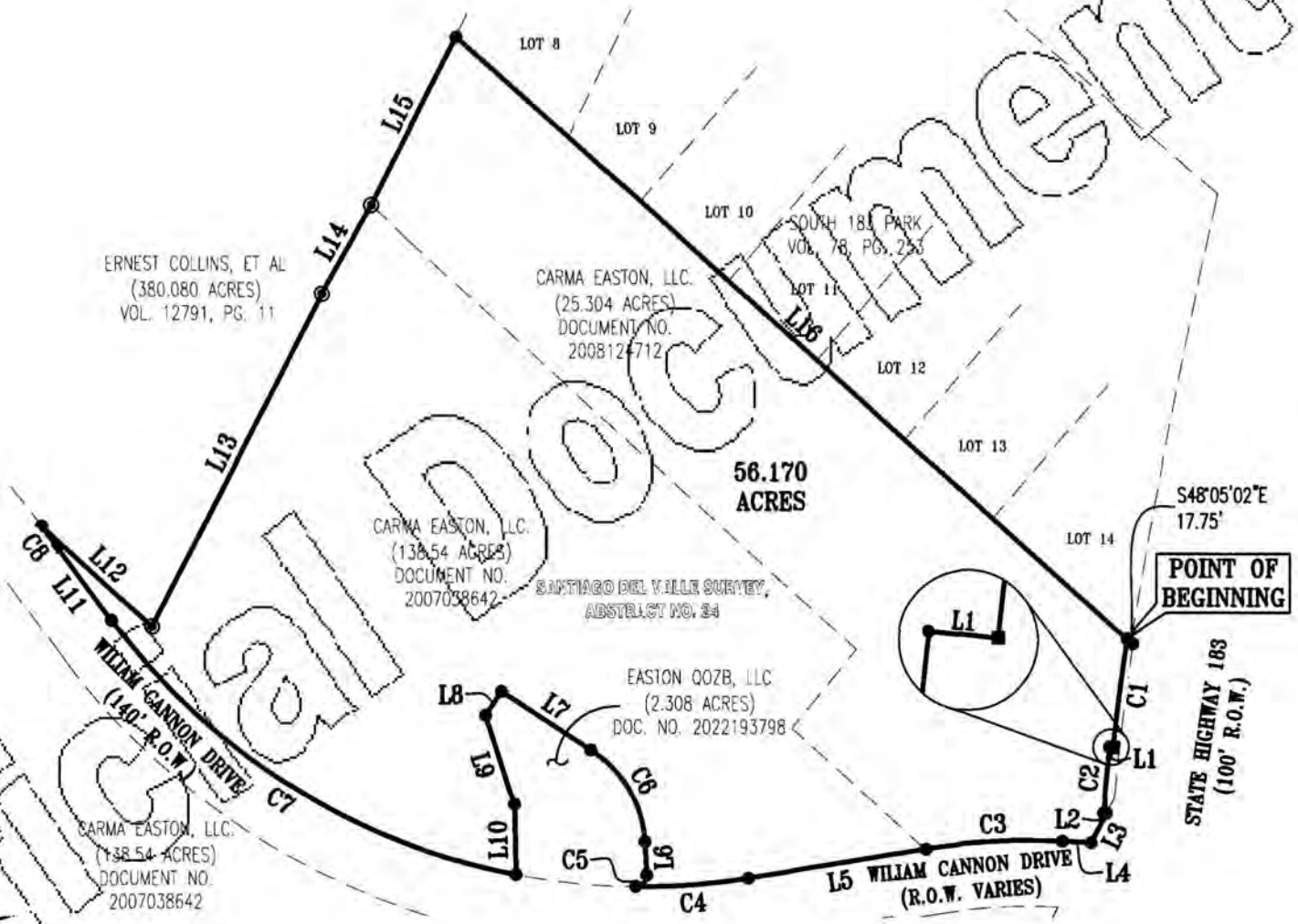
2023084183 Page 21 of 23

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- IRON PIPE FOUND
- CALCULATED POINT



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

2/9/2023

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	2054.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.68	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1470.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5367\Survey\M&B – 56.170 ACRES – CARMA EASTON PROP

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: PATRICIA LILLY
Title: Assistant City Attorney

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado, County Clerk
Travis County, Texas

2023084183 Jul 26, 2023 02:39 PM
Fee: $114.00 HERNANDEZA

Recorders Memorandum: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park Section 5A
Project Case Manager: Sue Welch
File No.: C8J-2021-0112.1A

23 pgs 2023084179

Unofficial Document

EASTON PARK

NOTICE OF ANNEXATION

LOT 4, BLOCK C, SECTION 5A

A Mixed-Use Master-Planned Community
Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas; that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas; and that certain Easton Park Development Area Declaration [Multi-family], recorded as Document No. 2021273063 of the Official Public Records of Travis County, Texas, each as may be further amended from time to time.

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EASTON PARK

NOTICE OF ANNEXATION
LOT 4, BLOCK C, SECTION 5A

This Notice of Annexation [Lot 4, Block C, Section 5A] ("**Notice of Annexation**") is made and executed by **CARMA EASTON LLC**, a Texas limited liability company ("**Declarant**") and is as follows:

1. **Applicability of Master Covenant**. This Notice of Annexation is Recorded with respect to **Lot 4, Block C of Easton Park, Section 5A**, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 202300159 in the Official Public Records of Travis County, Texas (the "**Parcel**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant *[Residential]*, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893 of the Official Public Records of Travis County, Texas, as may further be amended from time to time (collectively the "**Master Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. Pursuant to this Notice of Annexation, the Parcel is subject to the terms and provisions of the Master Covenant, as modified by the provisions set forth herein.

2. **Applicability of Development Area Declaration**. Pursuant to the Master Covenant and that certain Easton Park Development Area Declaration [Multi-Family] recorded under Document No. 2021273063 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Annexation, the Parcel is subject to the terms and provisions of the Development Area Declaration, as modified by the provisions set forth herein.

3. **Parcel**. The Parcel described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Designation as Commercial Lot**. Declarant hereby designates the Parcel as a "**Commercial Lot**" for the purpose of the Master Covenant.

5. **Use Restriction**. After the Use Restriction Period (as defined in the Development Area Declaration), the Use Restriction (as defined in the Development Area Declaration) shall automatically

expire and the Parcel and the improvements thereon may be used for any purpose permitted under the applicable zoning for the Parcel.

6) **Allocation of Assessment Units; No Access to Common Areas and Amenities; Working Capital Assessment; Community Enhancement Covenant; and Votes to the Parcel**. Pursuant to *Section 3.05(b), Section 5.08,* and *Section 5.09(b)* of the Master Covenant, the Declarant hereby assigns Votes and Assessment Units to the Parcel as follows and otherwise provides exemptions to the initial Owner of the Commercial Lot comprising the Parcel as follows:

A. Votes; No Access to Common Areas and Amenities in Easton Park: The Owner of the Commercial Lot comprising the Parcel shall have one (1) vote in the Association. The Owner of the Commercial Lot comprising the Parcel is the Member of the Association. Apartment lessees, renters, and/or tenants of Apartment Units on the Parcel are not members of the Association and do not have voting rights in the Association. Apartment lessees, renters and/or tenants of Apartment Units on the Parcel will not have access and use rights to the Association owned Common Areas (i.e., pools, fitness centers, etc.) in Easton Park.

B. Assessment Units: The Parcel shall be deemed to be allocated the number of Assessment Units in the Association so as to result in a total annual Assessment against the Parcel equal to the amount determined in accordance with subsection (C) below. The Assessments shall be due annually in advance to the Association. The Association shall provide a statement of Assessments for the Parcel to the Owner of the Parcel. The amount reflected on a statement of Assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Assessments will begin to accrue upon first occupancy after completion of the multifamily project on the Parcel. If the Parcel ceases to be used for multi-family Apartment Units, the Declarant shall amend this Notice of Annexation to reflect an equitable amount of Assessment Units applicable to the new use of the Parcel.

C. Regular Assessments. The Owner of the Parcel shall pay an annual Assessment to the Association in the amount equal to (i) the Association's monthly Assessment amount for a single family Lot during such annual period ("**Single Family Monthly Amount**"), multiplied by (ii) the number of Apartment Units (as defined in the Development Area Declaration) within the Project which have been issued certificates of occupancy during such annual period (prorated with respect to any Apartment Unit which did not have a certificate of occupancy as of the beginning of such annual period). Each year's amount of Regular Assessments will be determined in accordance with the Association's annual budget. For avoidance of doubt, the Single Family Monthly Amount used for the purposes set forth above, shall never be higher than the monthly amount of Regular Assessments for single family homes in the Easton Park subdivision.

D. Working Capital Assessment. The Owner of the Parcel shall not be subject to a Working Capital Assessment.

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E. Community Enhancement Covenant; Community Enhancement Fee. The Owner of the Parcel shall not be subject to the Community Enhancement Covenant or a Community Enhancement Fee.

F. Special Assessments. Declarant and Association represent to the Owner of the Parcel that no Special Assessments have been levied under the Master Covenant for 2021 and prior years, and 2022 through the date hereof, and Declarant and Association represent and warrant that no Special Assessments shall be assessed against the Parcel without the prior written consent of the then Owner thereof.

7. Property Incorporated into Development; Conflicts Constitute Amendments. The provisions of the Master Covenant and Development Area Declaration shall apply to the Parcel unless otherwise modified as provided in this Notice of Annexation. The Parcel is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and Development Area Declaration unless otherwise modified in this Notice of Annexation. If there is any conflict between the provisions of this Notice of Annexation and the provisions of the Master Covenant or Development Area Declaration, the provisions of this Notice of Annexation will govern and shall constitute an amendment (and not a conflict) to the Master Covenant or Development Area Declaration (as applicable) with respect to the Parcel identified in this Notice of Annexation only.

8. Miscellaneous. This Notice of Annexation constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this Notice of Annexation shall have the meanings set forth in the Master Covenant or Development Area Declaration, as applicable.

[SIGNATURE PAGES FOLLOW]

UNOFFICIAL DOCUMENT

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – LOT 4, BLOCK C, SECTION 5A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of April, 2023, by Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

Unofficial Document

[SIGNATURE PAGE TO NOTICE OF ANNEXATION – LOT 4, BLOCK C, SECTION 5A]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister, Authorized Signing Agent

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 26th day of April, 2023, by Blake McAlister, an Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

UNOFFICIAL DOCUMENT

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, **2023**

Affiant: **Chad Matheson**

Affiant Title: Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A;**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson
Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 10-10-23 2023.

[Seal]

_____
Notary Public, State of Texas

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.31 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

UNOFFICIAL DOCUMENT

4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

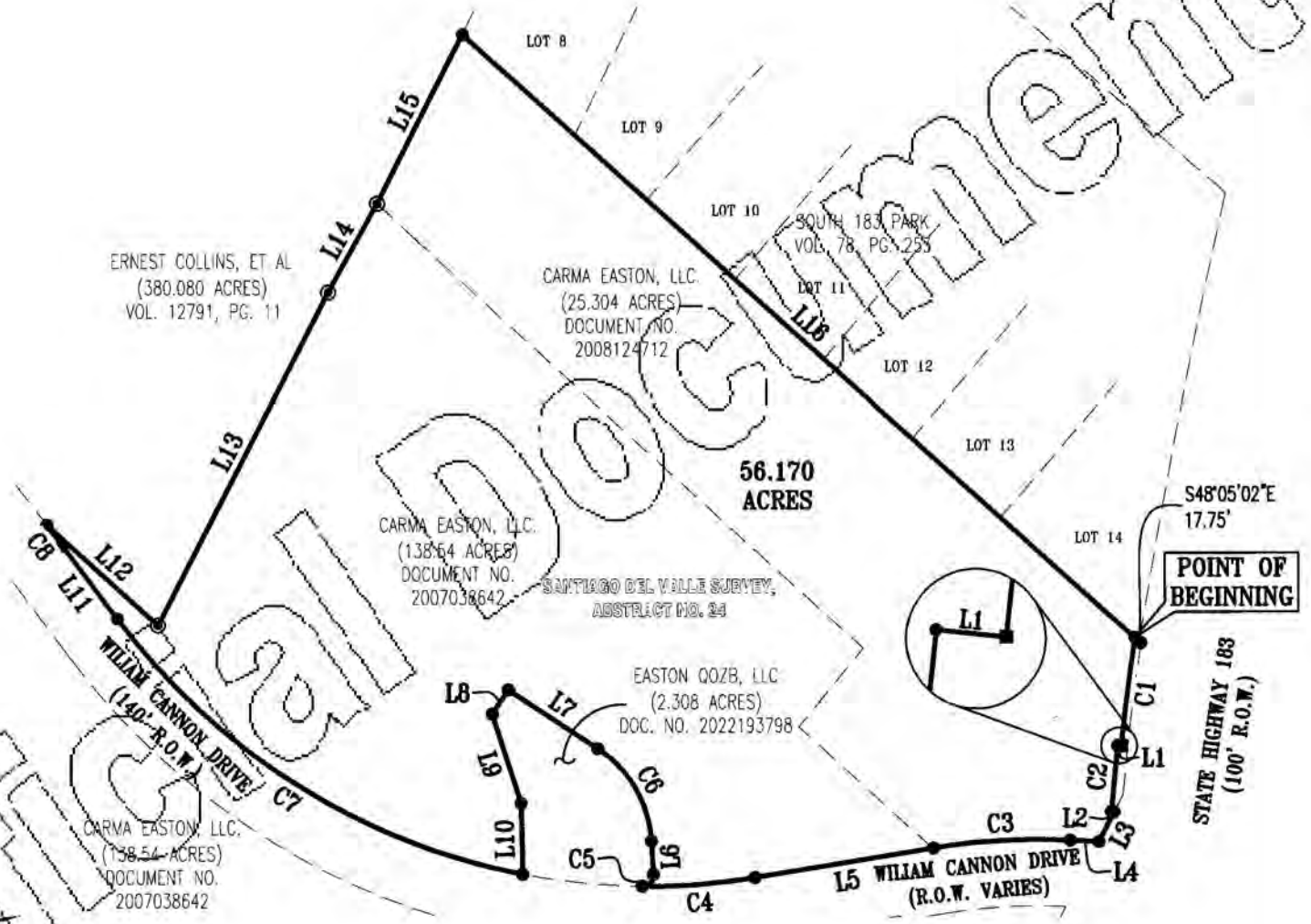
Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- IRON PIPE FOUND
- CALCULATED POINT



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

2/9/2023

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
L4	65.60	N87°14'38"W
L5	410.26	S80°43'06"W
L6	76.31	N03°20'31"W
L7	243.59	N56°39'54"W
L8	65.74	S33°20'06"W

Line Table		
Line #	Length	Direction
L9	212.80	S17°38'36"E
L10	160.86	S01°22'55"E
L11	207.51	N36°29'27"W
L12	340.65	S47°34'34"E
L13	851.22	N27°06'25"E
L14	230.07	N29°14'16"E
L15	430.75	N26°45'52"E
L16	2054.04	S48°05'02"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	248.68	5794.08	S07°23'24"W	248.66	124.36	2°27'33"
C2	150.97	5802.08	S05°24'53"W	150.97	75.49	1°29'27"
C3	314.47	1479.50	S86°50'41"W	313.87	157.84	12°15'10"
C4	257.46	1500.50	S85°38'03"W	257.14	129.05	9°49'52"
C5	40.97	25.00	N43°36'14"E	36.54	26.76	93°53'29"
C6	250.92	270.00	N30°02'29"W	241.99	135.35	53°14'50"
C7	1113.52	1500.50	N57°45'02"W	1088.15	583.80	42°31'10"
C8	59.74	4340.50	N36°53'07"W	59.74	29.87	0°47'19"

Unofficial Document

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Unofficial Document

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: April 20, 2023

Affiant: **Blake McAlister**

Affiant Title: Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document, more specifically defined as all that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A;**

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;

2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;

3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;

4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and

6. the Owner is not a debtor in bankruptcy.

(Remainder of page intentionally left blank)

Unofficial Document

Executed effective the Date first above stated.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Blake McAlister
Authorized Signing Agent

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Blake McAlister, Authorized Signing Agent of Carma Easton LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on April 20, 2023.

[Seal]

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Unofficial Document

Exhibit A

56.170 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

UNOFFICIAL DOCUMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 56.170 ACRE TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 138.54 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2007038642, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITIONS, INC. IN DOCUMENT NUMBER 2008124712, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JONA ACQUISITIONS, INC. ALSO KNOWN AS CARMA EASTON, LLC. IN AFFIDAVIT ON CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 2016111842, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 56.170 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north line of said 25.304 acre tract of land, being at the beginning of a curve to the left in the west right-of-way line of State Highway 183 (100' R.O.W.), same being in the south line of Lot 14, South 183 Park, a subdivision recorded in Volume 78, Page 253, Plat Records of Travis County, Texas, also being at the northwest corner of a called 0.151 acre right-of-way dedication recorded in Document Number 2021228924, Official Public Records, Travis County, Texas, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found at the northeast corner of said 25.304 acre tract of land, being the southeast corner of said Lot 14, same being in the original west line of said Highway 183, bears S48°05'02"E, a distance of 17.75 feet,

THENCE, with the east line of said 0.151 acre right of way dedication, and over and across said 25.304 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the left, having a radius of 5794.08 feet, an arc length of 248.68 feet, and a chord that bears S07°23'24"W, a distance of 248.66 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N84°02'15"W, a distance of 8.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, being a the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 5802.08 feet, an arc length of 150.97 feet, and a chord that bears S05°24'53"W, a distance of 150.97 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said State Highway 183 and the west line of FM 1625 (80' R.O.W.),

THENCE, S27°06'06"W, with the west line of said FM 1625 and the east line of said 25.304 acre tract, a distance of 75.27 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the intersection of the west line of said FM 1625 and the north line of William Cannon Drive (R.O.W. Varies), for the southeast corner of the herein described tract of land,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

1) N87°14'38"W, a distance of 65.60 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 1470.50 feet, an arc length of 314.47 feet, and a chord that bears S86°50'41"W, a distance of 313.87 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) S80°43'06"W, a distance of 410.26 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the right, and

4) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 257.46 feet, and a chord that bears S85°38'03"W, a distance of 257.14 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southeast corner of a called 2.308 acre tract of land conveyed to Easton QOZB, LLC by deed recorded in Document Number 2022193798, Official Public Records, Travis County, Texas, being at the beginning of a curve to the left,

THENCE, over and across said 138.54 acre tract of land, and along the east, north, and west lines of said 2.308 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

1) Along said curve to the left, having a radius of 25.00 feet, an arc length of 40.97 feet, and a chord that bears N43°36'14"E, a distance of 36.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N03°20'31"W, a distance of 76.31 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
3) Along said curve to the left, having a radius of 270.00 feet, an arc length of 250.92 feet, and a chord that bears N30°02'29"W, a distance of 241.99 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
4) N56°39'54"W, a distance of 243.59 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
5) S33°20'06"W, a distance of 65.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
6) S17°38'36"E, a distance of 212.80 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner, and
7) S01°22'55"E, a distance of 160.86 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the southwest corner of said 2.308 acre tract of land, being on the north line of said William Cannon Drive, same being at the beginning of a curve to the right,

THENCE, with the northeast line of said William Cannon Drive, and over across said 138.54 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 1500.50 feet, an arc length of 1113.52 feet, and a chord that bears N57°45'02"W, a distance of 1088.15 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner,
2) N36°29'27"W, a distance of 207.51 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" for corner at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 4340.50 feet, an arc length of 59.74 feet, and a chord that bears N36°53'07"W, a distance of 59.74 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" in the south line of a called 380.080 acre tract of land conveyed to Ernest & Floretta Collins in Volume 12791, Page 11, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land,

THENCE, with the common line of said 380.08, said 138.54, and said 25.304 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1) S47°34'34"E, a distance of 340.65 feet to a 1 inch iron pipe found for corner,
2) N27°06'25"E, a distance 851.22 feet to a 1 inch iron pipe found for corner for corner,
3) N29°14'16"E, a distance of 230.07 feet to a 1/2 inch iron pipe found for corner, and

UNOFFICIAL DOCUMENT

4) N26°45'52"E, a distance of 430.75 feet to a capped 1/2 inch iron found stamped "CBD SETSTONE" at the northernmost corner of said 25.304 acre tract, being at the westernmost corner of said South 183 Park, for a northern corner of the herein described tract of land,

THENCE, S48°05'02"E, with the common line of said South 183 Park and said 25.304 acre tract of land, a distance of 2054.04 feet to the **POINT OF BEGINNING** and containing 56.170 acres of land.

Produced by: _____ 2/9/2023

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

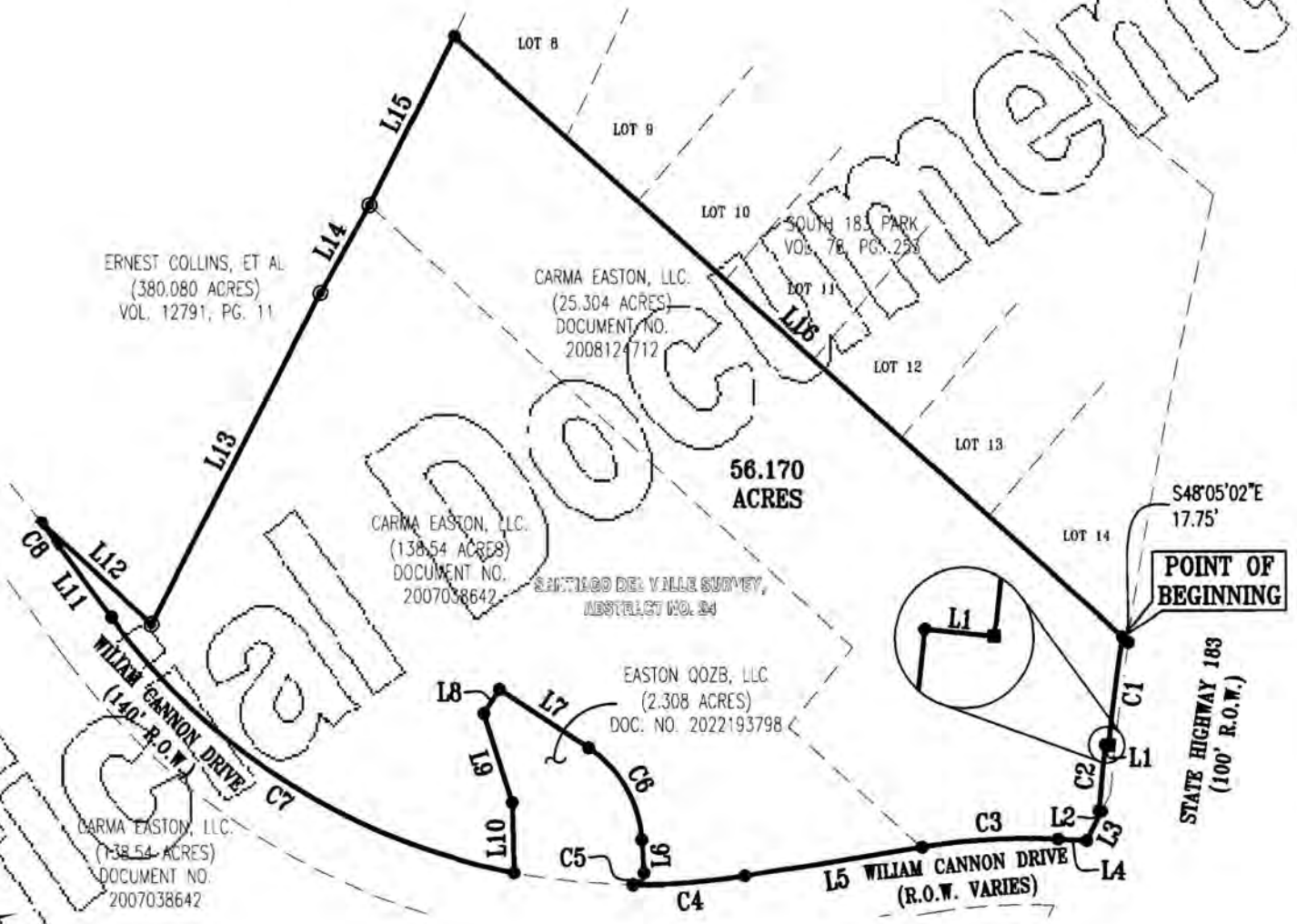
Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

SCALE: 1" = 300'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- IRON PIPE FOUND
- CALCULATED POINT



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

2/9/2023

Unofficial Document

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	8.00	N84°02'15"W
L2	5.81	S81°36'46"E
L3	75.27	S27°06'06"W
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Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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Unofficial Document

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By: _____
Name: PATRICIA L. LINK
Title: Assistant City Attorney

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Easton Park Section 5A
Project Case Manager: Sue Welch
File No.: C8J-2021-0112.1A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

2023084179

Jul 26, 2023 02:39 PM
Fee: $114.00 HERNANDEZA

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Coby Shorter, III
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Easton Park Master Community, Inc.
File Number: 802143382

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

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

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

Dated: 01/26/2015

Effective: 01/26/2015

Coby Shorter, III
Deputy Secretary of State

FILED
In the Office of the
Secretary of State of Texas

JAN 26 2015

Corporations Section

CERTIFICATE OF FORMATION
OF
EASTON PARK MASTER COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
NAME

The name of the corporation is: Easton Park Master Community, Inc. (hereinafter called the **"Association"**).

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Easton Park Master Covenant, recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the **"Covenant"**). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Covenant;

(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and

(c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 401 Congress Avenue, Suite 2100, Austin, Texas 78701. The name of its initial registered agent at such address is Carey Gunn Venditti, Esq.

ARTICLE VI
MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VII
VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE VIII
INCORPORATOR

The name and street address of the incorporator is:

NAME	ADDRESS
Carey Gunn Venditti	401 Congress Avenue, Suite 2100 Austin, Texas 78701

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of

Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME	ADDRESS
Logan Kimble	9737 Great Hills Trail, Suite 260 Austin, Texas 78759
Stephen Bentley	9737 Great Hills Trail, Suite 260 Austin, Texas 78759
Sharon Murray	9737 Great Hills Trail, Suite 260 Austin, Texas 78759

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X
LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI
INDEMNIFICATION

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII
DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or

consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII
ACTION WITHOUT MEETING

Any action required or permitted by law to be taken at a meeting of the members of the Association or Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the members of the Association or Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all the members of the Association or Neighborhood Delegates entitled to vote thereon were present. If the action is proposed by the Association, the Board shall provide each member of the Association or Neighborhood Delegate, as applicable, written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article XIII. Consents obtained pursuant to this Article XIII shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the members of the Association or Neighborhood Delegates, as applicable, at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all members of the Association or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV
AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (⅔) of the total number of votes of the Association, as determined under the Covenant. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 26 day of January, 2015.

Carey Gunn Venditti, Incorporator

EASTON PARK MASTER COMMUNITY, INC.

CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING

The undersigned, being all of the members of the Board of Directors of Easton Park Master Community, Inc., a Texas non-profit corporation (hereinafter referred to as the "**Association**"), do hereby consent, pursuant to Article 22.220(a) of the Texas Business Organizations Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on January 26, 2015, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

2. COMMUNITY MANUAL

RESOLVED, that the form of community manual attached hereto as Exhibit "A", which includes the Bylaws of the Association, is approved and adopted as the Community Manual of the Association, and the Secretary of the Association is instructed to insert the original thereof in the corporate records of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Logan Kimble	-	President
Stephen Bentley	-	Vice President
Sharon Murray	-	Secretary/Treasurer

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at 401 Congress Avenue, Suite 2100, Austin, Texas 787801, and that Carey Gunn Venditti is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 2nd day of Feb, 2015.

Logan Kimble, Director

Stephen Bentley, Director

Sharon Murray, Director

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas
Jun 27, 2019 04:19 PM Fee: $314.00
2019095069
Electronically Recorded

AFTER RECORDING RETURN TO:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]

THIS DOCUMENT AMENDS AND RESTATES THAT CERTAIN EASTON PARK SECOND AMENDED AND RESTATED POLICY MANUAL RECORDED AS DOCUMENT NO. 2016028052, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. ALL POLICIES THEREIN HAVE BEEN REPLACED IN THEIR ENTIRETY.

CARMA EASTON, LLC, a Texas limited liability company, as the Declarant under Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as amended, certifies that the foregoing Third Amended and Restated Policy Manual amends and restates in its entirety that certain Second Amended and Restated Policy Manual, recorded under Document No. 2016028052, Official Public Records of Travis County, Texas (the "**Previous Policy Manual**"). This Third Amended and Restated Policy Manual becomes effective when Recorded.

SIGNED on this 17 day of June, 2019.

CARMA EASTON, LLC, a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 27 day of June, 2019, by Chad Matheson, Chief Financial Officer of CARMA EASTON, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

Gigi Whitehead
Notary Public, State of Texas

Cross-reference to Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as the same may be amended from time to time. In the event of a conflict between the terms and provisions of the Documents (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

EASTON PARK

THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]

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THIRD AMENDED AND RESTATED POLICY MANUAL

for

EASTON PARK

A Master Planned Community in Travis County, Texas

I. INTRODUCTION

More than a spot on the map or your destination at the end of the day, a community is a sense of place and belonging – it is your home. A community consists of people who share the same goals and interests as you and your family to make your home an extraordinary place to live, recreate and thrive. **Easton Park is your Community.**

CARMA EASTON LLC, a Texas limited liability company, is the developer of Easton Park. The guiding principles for the Community have been set forth in the governing documents for Easton Park, which include the Development Documents and the Association Documents (both as defined below) and collectively referred to herein as the "**Documents**". The Documents include such instruments as the Easton Park Amended and Restated Master Covenant (the **"Master Covenant"**), any applicable Notices of Applicability, any applicable Development Area Declaration (the "**Development Area Declaration**"), the Design Guidelines, if any, the Amended and Restated Community Enhancement Covenant, and this Third Amended and Restated Policy Manual (the "**Policy Manual**")(collectively, the above referenced documents shall herein be referred to as the **"Development Documents"**), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the **"Declarant"** who has reserved certain rights during the Development Period to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built-out. Furthermore, the Development Documents identify and set forth the obligations of Easton Park Master Community, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Master Covenant (the **"Association"**). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the **"Association Documents"**). It is the Association Documents which are included within this Policy Manual, as further set forth herein.

II. PURPOSE

A successful community evolves when all community stakeholders work together to uphold the vision for the Community through the application and enforcement of the guiding principles and the standards set forth in all of the Documents. Declarant and the Association, as well as builders, owners, residents and visitors all have a role in ensuring the application and enforcement of the guiding principles and the standards of the Community. A reasonable balance must be achieved to uphold not only individual preferences in the Community, but also lend credence to those issues and concerns which have been determined to be in the best interests of the Community as a whole.

With these issues in mind and in furtherance of its obligation under Texas law to record all defined dedicatory instruments, the Declarant has developed this Policy Manual as a compilation of all of the Association Documents currently in effect for the Community. The Policy Manual does not include the Development Documents, which nonetheless bind you and all other Owners and Occupants of the Community. Rather, since all of the Association Documents must now be recorded in the property records as dedicatory instruments, this Policy Manual allows you to access all of such documents in one place rather than as separately recorded instruments.

III. CONTENTS AND PROCESS

The Recorded Policy Manual contains the following Association Documents, the terms and provisions of each of which are applicable to or may be enforced against the Owners and Occupants within the Community as set forth therein: 1) the Certificate of Formation; 2) the Second Amended and Restated Bylaws; 3) the Amended and Restated Fine and Enforcement Policy; 4) the Amended and Restated Assessment Collection Policy; 5) the Amended and Restated Records Inspection, Copying and Retention Policy; 6) the Amended and Restated Statutory Notice of Posting and Recordation of Association Governing Documents; 7) the Amended and Restated Email Registration Policy; 8) the Oak Wilt Policy; 9) the Amended and Restated Community Rules and Regulations; 10) the No Smoking Policy; and 11) The Community Facilities Rules.

As the Association Documents are changed from time to time as determined by the Board, as applicable, or new Rules or other dedicatory instruments are adopted which require recordation in the property records, a Majority of the Board may adopt a Supplement to the Policy Manual to include the documents being changed or added to the Policy Manual and cause such Supplement to be recorded in the property records. If, for any reason, a document is added to the Policy Manual pursuant to a Supplement which has previously been recorded in the property records, the effective date of such document shall the original date of recordation in the Official Public Records of Travis County, unless otherwise provided in the Supplement.

THE POLICIES CONTAINED HEREIN REPLACE ANY PREVIOUSLY ADOPTED AND/OR RECORDED POLICIES IN THEIR ENTIRETY.

Capitalized terms used but not defined in this Policy Manual shall have the meaning subscribed to such terms in the Master Covenant.

This Policy Manual becomes effective when Recorded.

ATTACHMENT 1

CERTIFICATE OF FORMATION

FILED
In the Office of the
Secretary of State of Texas
JAN 26 2015
Corporations Section

CERTIFICATE OF FORMATION
OF
EASTON PARK MASTER COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
NAME

The name of the corporation is: Easton Park Master Community, Inc. (hereinafter called the **"Association"**).

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Easton Park Master Covenant, recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the **"Covenant"**). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Covenant;

(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and

(c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

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The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 401 Congress Avenue, Suite 2100, Austin, Texas 78701. The name of its initial registered agent at such address is Carey Gunn Venditti, Esq.

ARTICLE VI
MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VII
VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE VIII
INCORPORATOR

The name and street address of the incorporator is:

NAME	ADDRESS
Carey Gunn Venditti	401 Congress Avenue, Suite 2100 Austin, Texas 78701

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of

Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME	ADDRESS
Logan Kimble	9737 Great Hills Trail, Suite 260 Austin, Texas 78759
Stephen Bentley	9737 Great Hills Trail, Suite 260 Austin, Texas 78759
Sharon Murray	9737 Great Hills Trail, Suite 260 Austin, Texas 78759

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X
LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI
INDEMNIFICATION

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII
DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or

consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII
ACTION WITHOUT MEETING

Any action required or permitted by law to be taken at a meeting of the members of the Association or Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the members of the Association or Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all the members of the Association or Neighborhood Delegates entitled to vote thereon were present. If the action is proposed by the Association, the Board shall provide each member of the Association or Neighborhood Delegate, as applicable, written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article XIII. Consents obtained pursuant to this Article XIII shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the members of the Association or Neighborhood Delegates, as applicable, at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all members of the Association or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV
AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (⅔) of the total number of votes of the Association, as determined under the Covenant. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 26 day of January, 2015.

Carey Gunn Venditti, Incorporator

ATTACHMENT 2

SECOND AMENDED AND RESTATED BYLAWS
OF
EASTON PARK MASTER COMMUNITY, INC.

ARTICLE I
RECITALS

Section 1. The Amended and Restated Bylaws of Easton Park Master Community, Inc. (the **"Original Bylaws"**), were approved and adopted by CARMA EASTON, LLC, a Texas limited liability company (the **"Declarant"**) on December 3, 2015.

Section 2. Under *Article XII* of the Original Bylaws, Declarant has the right to amend the Original Bylaws until expiration or termination of the Development Period. The Development Period has not expired.

Section 3. Therefore, in accordance with the aforementioned terms of the Original Bylaws, Declarant now desires to and hereby so does amend and restate the Original Bylaws in their entirety, as the Bylaws are set forth hereinbelow.

ARTICLE II
INTRODUCTION

The name of the corporation is Easton Park Master Community, Inc., a Texas nonprofit corporation hereinafter referred to as the "Association." The principal office of the Association shall be located initially in Travis County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "Master Covenant"), including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE III
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning subscribed to such terms in the Master Covenant.

ARTICLE IV
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 4.1. Membership. Each Owner of a Lot or Condominium Unit is a mandatory Member of the Association, as more fully set forth in the Master Covenant.

Section 4.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 4.3. Annual Meetings. There shall be an annual meeting of the Members or Neighborhood Delegates, as applicable, of the Association for the purposes of Association elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 4.4. Special Meetings. Special meetings of Members or Neighborhood Delegates may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 4.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members or Neighborhood Delegates shall be delivered, either personally or by mail, to each Member or Neighborhood Delegate entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member or Neighborhood Delegate at his or her address as it appears on the records of the Association, with postage prepaid. If an election or vote of the Members will occur outside of a meeting of the Members (*i.e.*, by absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 4.6. Waiver of Notice. Waiver of notice of a meeting of the Members or Neighborhood Delegates shall be deemed the equivalent of proper notice. Any Member or Neighborhood Delegate may, in writing, waive notice of any meeting of the Members or Neighborhood Delegates, either before or after such meeting. Attendance at a meeting by a Member or Neighborhood Delegate shall be deemed waiver by such Member or Neighborhood Delegate of notice of the time, date, and place thereof, unless such Member or Neighborhood Delegate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member or Neighborhood Delegate shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member or Neighborhood Delegate on the basis of lack of proper notice is raised before the business is put to a vote.

Section 4.7. Quorum. Except as provided in these Bylaws or in the Master Covenant, the presence of the Members or Neighborhood Delegates, as applicable, representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Master Covenant.

Section 4.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 4.9. Voting. The voting rights of the Members and Neighborhood Delegates shall be as set forth in the Master Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Master Covenant, action may be taken at any legally convened meeting of the Members or Neighborhood Delegates upon the affirmative vote of the Members or Neighborhood Delegates having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot or Condominium Unit shall be entitled to cast the vote allocated to such Lot or Condominium Unit and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. Other than representative voting by Neighborhood Delegates, any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

Section 4.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. On any matter as to which a Member is entitled individually to cast the vote for his Lot or Condominium Unit such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Notwithstanding anything to the contrary in the Documents, Neighborhood Delegates may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Delegate who is only entitled to cast the vote(s) for his or her own Lot(s) or Condominium Unit(s) pursuant to *Section 3.05* of the Master Covenant may cast such vote as provided herein until such time as the Board first calls for election of a Neighborhood Delegate to represent the Neighborhood where the Lot or Condominium Unit is located. Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Applicable Law relating to the use of general proxies and subject to any specific provision to the contrary in the Master Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Member or Neighborhood Delegate, as applicable, present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member or Neighborhood Delegate, as applicable, attends any meeting to vote in person, so that any vote cast at a meeting by a Member or Neighborhood Delegate supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Neighborhood Delegate or Member for which it is given or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot or Condominium Unit for which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: ***"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in***

person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Neighborhood Delegate or Member submitting the ballot can be confirmed; and (c) for which the Neighborhood Delegate or Member may receive a receipt of the electronic transmission and receipt of the Neighborhood Delegate or Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Neighborhood Delegate or Member that contains instructions on obtaining access to the posting on the website.

Section 4.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 4.12* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this section or performs a recount pursuant to *Section 4.12* shall be given access to any Association ballots.

Section 4.12. Recount of Votes. Any Member (the "**Recount Requesting Member**") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "**Recount Request**"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association, pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 4.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members or Neighborhood Delegates, as applicable, may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members or Neighborhood Delegates, as applicable, holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members or Neighborhood Delegates, as applicable, entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members or Neighborhood Delegates at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate, and those thereafter appointed by Declarant during the Development Period, or elected as further set forth below.

(b) In accordance with *Section 3.04* of the Master Covenant, within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots that may be subjected to the terms and provisions of the Master Covenant have been conveyed to Owners other than Declarant or a Homebuilder, the President of the Association will thereupon call a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members or Neighborhood Delegates, as applicable, will elect one (1) Director, for a one (1) year term ("**Initial Member Elected Director**"). The Declarant may appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) years term and shall serve until his or her successor is elected or he or she is replaced in accordance with these Bylaws.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members or Neighborhood Delegates, as applicable, will elect three (3) new directors (to replace all Declarant appointed Directors and the Initial Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Notwithstanding the foregoing provision, if a Voting Group Designation is filed in accordance with the Master Covenant such designation may establish a different number of Board members to be elected at the Member Election Meeting provided that in any event the number of Board members shall be no less

than three (3) in number. The Voting Group Designation may also assign an initial term to each Board member position. A Voting Group Designation which establishes a different number of Board members and the initial terms of such Board members shall be deemed an amendment to the Bylaws. Upon expiration of the term of a Director elected by the Members or Neighborhood Delegates pursuant to this *Section 5.1(c)*, his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he or she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of a corporation, partnership or other entity ownership of a Lot or Condominium Unit, a duly authorized agent or representative of the corporation, the partnership, or other entity which owns a Lot or Condominium Unit. The corporation, partnership, or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 5.2. Compensation. The Directors shall serve without compensation for such service.

Section 5.3. Designation of Voting Groups by Declarant. Declarant may (but is not obligated to) designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing directors to the Board. If Neighborhood Delegates are elected, such Neighborhood Delegates within each Voting Group shall vote on a separate slate of candidates for election to the Board. The Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period by Recording a written instrument identifying each Voting Group by legal description or other means such that the Lots and Condominium Units within each Voting Group can easily be determined. Such designation may be amended from time to time by Declarant, acting alone, at any time prior to the expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Board will have the right by Recording an appropriate written instrument to amend any existing designation of Voting Groups, or to designate new Voting Groups, upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a written instrument establishing Voting Groups has been Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

Section 5.4 Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his or her filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his or her intention to seek reelection in a writing addressed to the Board of Directors.

Section 5.5. Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his or her position on the Board of Directors, the successor Director shall be re-elected or his or her successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any

Board Member whose term has expired or who has been removed from the Board must be elected by the Members or the Neighborhood Delegates, as applicable.

Section 5.6. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 5.1* of these Bylaws, an elected Director may be removed, with or without cause, by the Majority of the Members or Neighborhood Delegates, as applicable, which elected such Director. In the event Voting Groups are established pursuant to the Master Covenant, only the Neighborhood Delegates within the Voting Group may vote to remove the Director elected from such Voting Group.

Section 5.7. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "**Solicitation Notice**") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 5.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 6.1. Development Period. The provisions of this *Article VI* do not apply to Board meetings during the Development Period (as defined in the Master Covenant) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 6.10*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 6.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 6.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 6.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 6.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized

orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 6.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 6.8. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 6.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10^{th}) day or earlier than the sixtieth (60^{th}) day before the date of the meeting; **or** (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 6.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 6.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 6.11. Meeting Without Prior Notice. The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members, if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 6.9* above consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction

of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 6.12. Telephone and Electronic Meetings. A meeting of the Board may be held by electronic or telephonic means provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD

The Board shall have power and duty to undertake those actions to which the Association is authorized to take in accordance with the Master Covenant and Applicable Law.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other offices as may be created by the Declarant during the Development Period, and the Board by resolution thereafter, setting forth the term, authority and duties thereof.

Section 8.2. Appointment; Election of Officers. Until the expiration or termination of the Development Period, officers shall be appointed and removed by Declarant, and elected by the Board thereafter at the first meeting of the Board following each annual meeting of the Members.

Section 8.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. During the Development Period, any officer may be removed from office with or without cause by Declarant, and the Board after expiration or termination of the Development Period. Any officer may resign at any time by giving oral or written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. During the Development Period, any officer may be removed from office with or without cause by Declarant, and the Board after expiration or termination of the Development Period. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 8.4*.

Section 8.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

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

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 8.9. Execution of Instruments. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE IX
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two (2) or more Members, which may include Declarant and/or one or more Board members (with such alternates, if any, as may be deemed desirable), to a committee for any purpose; provided, that any such other committee or committees shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Master Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Master Covenant.

ARTICLE XII
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XIII
AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors.

ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director. Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other Applicable Law at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

ARTICLE XV
MISCELLANEOUS

Section 15.1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 15.2. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 15.3. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Master Covenant and these Bylaws, the Master Covenant shall control. In the case of any conflict between these Bylaws and any provision of Applicable Law, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 15.4. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 15.5. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

1. Background. Easton Park is subject to that certain Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"). In accordance with the Master Covenant, Easton Park Master Community, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Master Covenant. Unless the Master Covenant or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Certificate, Bylaws, Policy Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Annexation, the Community Enhancement Covenant, and any rules and regulations promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as each may be adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Master Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the **"Act"**). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents

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

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

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

5. Violation Notice. Except as set forth in *Paragraph 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records)(the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the

Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq.), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

A. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the Schedule of Fines may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the Schedule of Fines.

C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

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

violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety, and the Owner does not request a hearing as set forth herein. If a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 5.11* of the Master Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of the Master Covenant. Unless otherwise provided in the Master Covenant, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Master Covenant.

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

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

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

Schedule of Fines

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

FINES:

New Violation: **Notice of Violation**	**Fine Amount:** $25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)
Repeat Violation (No Right to Cure or Uncurable Violation):	**Fine Amount:** 1st Notice $50.00 2nd Notice $75.00 3rd Notice $100.00 4th Notice $125.00
Continuous Violation: **Continuous Violation Notice**	**Amount TBD**

CONSTRUCTION FINES:

Pursuant to the Documents, any construction activities within Easton Park are subject to fines which may be assessed pursuant to the schedule of fines as follows:

Premature Clearing	$500
Construction Without Easton Park Reviewer Approval	$500
Inadequate Construction Entry	$250
Inadequate/Removed Silt Fence	$250
Excessive Mud/Debris on Street	$250 plus $50/day
Excessive Construction Debris	$250 plus $50/day
No Dumpster Provided	$150 plus $50/day
No Chemical Toilet Provided	$150 plus $25/day
Violation of designated Construction Times (Mon-Sat; 7am–7pm)	$100
Encroachment on Adjacent Properties	$500 plus repair cost
Damage to Streets, Curbs, Infrastructure	$500 minimum
Failure to Obtain Inspection from the Easton Park Reviewer upon Completion of Construction	$500 minimum
Miscellaneous Violation of Construction Rules	TBD by Easton Park Reviewer

The Board may elect to purse such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, severity, frequency, and effect of the violation.

EXHIBIT A
HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Documents sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 4

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Easton Park is subject to the Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas, and any amendments or supplements thereto (the "**Master Covenant**"). The operation of the Community is vested in the Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Certificate, Bylaws, Policy Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, the Community Enhancement Covenant, and any rules and regulations promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by Applicable Laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in *Paragraph 3-A*.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) for the Owner to cure the delinquency before further collection action is taken. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-E. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-F. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-G. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-H. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-I. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.

5-J. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-K. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 6. GENERAL PROVISIONS

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

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and Applicable Law.

6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

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

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.

Note: Texas statutes presently render null and void any restriction in the Master Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Master Covenant.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:

   a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Master Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2015, and the retention period is five (5) years, the retention period begins on December 31, 2015 and ends on December 31, 2020. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 — CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

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

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

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

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

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

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

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

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

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

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

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

(B) A remote storage facility.

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

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

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

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

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

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

(e) Overhead charge.

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

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

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

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

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

(g) Remote document retrieval charge.

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

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

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

(h) Computer resource charge.

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

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

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

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

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

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614.

ATTACHMENT 6

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Master Covenant, the Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Master Covenant as the "Documents."

2. **Recordation of All Documents.** The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents.** The Association shall make all of the Recorded Documents relating to the Association or Development available on a website if the Association or a management company, on behalf of the Association, maintains a publicly accessible website.

ATTACHMENT 7

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as amended and supplemented from time to time.

1. **Purpose**. The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration**. Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

3. **Failure to Register**. An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 8
EASTON PARK MASTER COMMUNITY, INC.
OAK WILT POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

I. Oak Wilt

A. Disclosure of Information Regarding Oak Wilt.

Oak Wilt is a disease that has long been recognized as causing massive tree losses in the Texas Hill Country. It has now been identified in 55 Texas counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live oak, Shumard red oak, Southern red oak, Spanish oak, blackjack oak, pin oak and water oak are native oak species that are susceptible to the oak wilt fungus. They are members of the red oak group and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks, white oaks and post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die.

B. Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. Additionally, veinal necrosis, interveinal chlorosis and tipburn are also symptoms of oak wilt. For further identification information, see Texas Cooperative Extension TAMU System Tubakia Leaf Spots on Oaks leaflet, attached hereto as Exhibit "A." Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this policy to prevent the spread of Oak Wilt.

C. Treatment/Prevention.

(1) *Isolation.* In order to prevent the transmission of Oak Wilt, an Owner shall create a barrier by digging a trench of a minimum depth of 48" in order to isolate the infected tree.

(2) *Treatment.* Owner shall either remove the dead/infected tree or shall be chemically treated at the sole discretion of a recommended arborist professional.

(3) *Pruning.* Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees shall be performed when possible from July 1st to January 1st. Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to and in between cutting any oak trees as a precaution.

(4) *Firewood.* Firewood originating from oak trees shall be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by a clear plastic to prevent disease-baring insects from escaping.

II. Enforcement.

A. Parties. In accordance with the terms and provisions of the Documents for Easton Park, as defined under Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records for Travis County (the **"Master Covenant"**), any Owner at such Owner's own expense, Carma Easton, LLC, a Texas limited liability company (the **"Declarant"**) and Easton Park Master Community, Inc. (the **"Association"**) each and all have the right to enforce the provisions of this policy.

B. Interpretation. In the event of any dispute regarding the effect or application of this policy, the interpretation of the Board of the Association will be final.

C. Nuisance. Every act or omission whereby any provision of this policy is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, the Association or Travis County or other applicable governmental authority.

D. Self-Help. Any Owner who fails to undertake the requirements set forth herein resulting in trees on an Owner's Lot in violation of this policy or may be treated for Oak Wilt by the Association, who has the authority to enter into and upon an Owner's Lot to treat such trees and the cost of which shall be at the expense of the Owner as permitted under *Section 3.08(e)* of the Master Covenant and other applicable provisions of the Documents, including the Fine and Enforcement Policy set forth in the Policy Manual for the Association. The Association expressly disclaims any liability for damage to property on which the Association exercises this self-help remedy as further set forth in the Master Covenant.

E. Fines. The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy.

F. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.

Any questions regarding this policy should be directed to the Association's community manager.

EXHIBIT "A"

Texas Cooperative EXTENSION
The Texas A&M University System

Texas A&M Dallas Research and Extension Center
17360 Coit Road
Dallas, TX 75252

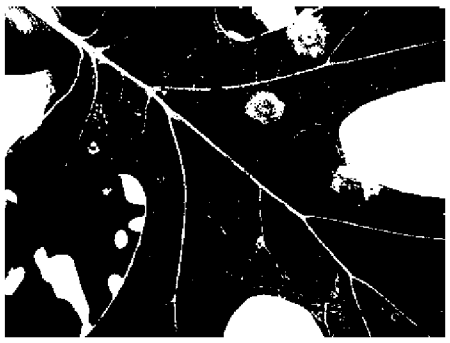
Tubakia (Actinopelte) Leaf Spot on Oaks

This disease can occur on many species of oak, but are most prevalent on red oaks.

SEVERE INFECTIONS on RED OAK

CAUSAL AGENT
Tubakia (formerly known as *Actinopelte*) *dryina* (fungus)
The fungus survives over the winter in affected twigs and foliage. In the following growing year, overwintering spores of this fungus are disseminated by wind and rain-splashing.

ENVIRONMENTAL CONDITIONS
This disease is most severe in late summer and early fall. This disease is more prevalent during years that are wet. Also, this disease often occurs on oak trees that are under various stresses such as nutritional deficiencies, in particular iron deficiency. Newly transplanted trees are more susceptible to attacks by this fungus than well-established trees.



SYMPTOMS
Leaf spots are circular in shape with a diameter of ¼ - ½ inches, and are dark to reddish brown in color. Spots may coalesce to form irregular blotches. Spots are also typically surrounded by a chlorotic (yellowing) halo. Severe infected leaves prematurely defoliate.

MANAGEMENT
Determine the stress factors that may be predisposing the oak tree to this fungal pathogen. If possible, correct the conditions to minimize stress on the tree. With newly transplanted tree, ensure proper mulching and fertilization to encourage establishment. Infected leaves should be collected and destroyed to minimize the spread of the disease. Removal of some branches to increase air movement will also help minimize incidences of tubakia leaf spot. Trees that are severely defoliated by this fungus should be fertilized slightly more than normal to stimulate new growth. Although chemical treatments are not warranted, several broad spectrum fungicides are available for use as a preventative measure. For more information, please contact your local Extension county agent.

Prepared by

Dr. Kevin Ong, Assistant Professor and Extension Plant Pathologist
Texas Cooperative Extension; The Texas A&M University System.
August 27, 2002

Agriculture and Natural Resources • Family and Consumer Sciences • 4-H and Youth Development • Community Development
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The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

A member of the Texas A&M University System and its statewide Agriculture Program

ATTACHMENT 9

AMENDED AND RESTATED COMMUNITY RULES AND REGULATIONS

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AMENDED AND RESTATED COMMUNITY RULES AND REGULATIONS

These Amended and Restated Community Rules and Regulations (these "**Rules**") have been adopted for the benefit of the Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**") which governs that certain master planned community more commonly known as Easton Park in Travis County, Texas (the "**Community**"). These Rules are in addition to the provisions of the Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "**Master Covenant**") and the Certificate, Bylaws, Policy Manual, Community Enhancement Covenant, Design Guidelines, any applicable Development Area Declaration, any applicable Notices of Applicability as each may be amended from time to time, and any other Rules promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively referred to as the "**Documents**"). By owning a Residential Lot (as defined in the Master Covenant), each Owner and Occupant agrees to abide by these Rules and to comply with the obligations of Owners and Occupants under the Documents.

Words and phrases defined in the Master Covenant have the same meaning when used in these Rules. For the purposes of these Rules, the "**Area of Common Responsibility**" includes all of the Common Area and Special Common Area, and may also include Lots or portions of Lots and property dedicated to the public or other District (such as a municipal utility district), such as parkland, access roads or rights-of-way. The Area of Common Responsibility may include, but is not limited to:

(a) all Common Area and related facilities including but not limited to all landscaping and other flora, parks, ponds, signage, structures, monumentation and other Improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Common Area;

(b) landscaping within parkland, access roads or rights-of-way within or adjacent to the Community;

(c) such portions of any additional property as may be included within the Area of Common Responsibility as Designated by the Board or the Declarant (during the Development Period) or any easement or agreement for maintenance entered into by, or otherwise binding on the Association; and

(d) any property and facilities that the Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and some or all of its Members. Any such property or facilities shall be identified by Declarant by written notice to the Association, and they shall remain part of the Area of Common Responsibility and be maintained by the Association until the Declarant revokes such privilege of use and enjoyment by written notice to the Association.

A. COMPLIANCE

A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with all of the Documents by the Occupants of the Owner's Residential Lot, and any respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "**Owner**" or "**Occupant**", each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Occupant is responsible. Any question regarding these Rules should be referred to the Association. The Association has the right to enforce these Rules against any person. All Owners are subject to the Association's Fine and Enforcement Policy set forth in the Policy Manual in regard to enforcement of these Rules and all Documents of the Association.

A-2. Additional Rules. Each Owner and Occupant must comply with any rules and signs posted from time to time by the Association. Each Owner and Occupant must comply with notices communicated by the Association, from time to time, which may include seasonal or temporary rules, or notice of a change affecting the Community. Posted and temporary rules are incorporated in these Rules by reference.

A-3. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the "Community Etiquette" rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a Community-wide problem. The Association may not be compelled by one Owner or Occupant to enforce these Rules against another Owner or Occupant. The Association encourages cooperation and civility among all Owners and Occupants.

B. OBLIGATIONS OF OWNERS AND OCCUPANTS

B-1. Damage. An Owner or Occupant is responsible for any loss or damage he or she causes within the Community. Additional information related to insurance, risk management, and reimbursement requirements is set forth in the Master Covenant.

B-2. Garage, Estate, Vehicle and Bankruptcy Sales. Without the Board's prior written permission, no person may conduct on his or her Residential Lot or an Area of Common Responsibility, a sale or activity that is advertised or attractive to the public, bankruptcy sales or "going out of business" sales; vehicles that are "For Sale" are not allowed to be stored within view of any Area of Common Responsibility or public right of ways. Notwithstanding the foregoing, each Residential Lot shall be permitted to have up to two (2) garage sales or estate sales within any twelve (12) month period. This Section does not apply to marketing the sale or rental of a Residential Lot, unless combined with a prohibited activity.

C. OCCUPANCY STANDARDS

C-1. Numbers. The maximum number of persons who may occupy a Residential Lot is (a) two (2) persons per bedroom for those Owners or Occupants who have familial status among the other residents (as such familial status is defined under the Fair Housing Act) or (b) one (1) more person than the number of bedrooms in the residence when such familial status does not exist. For purposes of these Rules, occupancy means residing in the completed residence on such Residential Lot in excess of thirty (30) continuous days or sixty (60) days total in any 12-month period.

C-2. Leases. Leases must be made subject to all of the Documents, including these Rules, and an Owner is responsible for providing his or her tenant (an Occupant) with copies of all of the Documents and these Rules and notifying him or her of any changes thereto. Each Occupant is subject to and must comply with all provisions of the Documents, these Rules, federal and state laws, and local ordinances. Notice of any lease must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

C-3. Minors. No person under the age of eighteen (18) years may occupy a Residential Lot unless he lives with an Owner or Occupant who is his or her parent, legal guardian, or a designee of his or her parent or legal guardian. Upon request by the Association, an Owner will provide satisfactory proof of the ages and guardian status of any minor occupant.

D. FIRE AND SAFETY

D-1. Safety. Each Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person to whom the Owner or Occupant has a duty of care, control, or custody.

D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on an Area of Common Responsibility.

D-3. Grills, Fire pits and Chimeneas. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is

unattractive or oversized for the area in which it is kept. On permitted grills, fire pits and chimeneas, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near flammable or combustible materials.

D-4. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in an Area of Common Responsibility, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.

D-5. Security. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN AN AREA OF COMMON RESPONSIBILITY DESIGNED TO MAKE THE AREA OF COMMON RESPONSIBILITY LESS ATTRACTIVE TO INTRUDERS THAN IT OTHERWISE MIGHT BE. THE ASSOCIATION, ITS DIRECTORS, COMMITTEES, MEMBERS, AGENTS, AND EMPLOYEES WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN AN AREA OF COMMON RESPONSIBILITY, AND MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER, OCCUPANT, GUEST, AND INVITEE ON AN AREA OF COMMON RESPONSIBILITY ASSUMES ALL RISK FOR LOSS OR DAMAGE TO HIS OR HER PERSON, TO HIS OR HER RESIDENCE, TO THE CONTENTS OF HIS OR HER RESIDENCE, AND TO ANY OTHER OF HIS OR HER PROPERTY. THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, EQUIPMENT, OR MEASURES RECOMMENDED, INSTALLED, OR UNDERTAKEN.

E. GENERAL USE AND MAINTENANCE OF RESIDENTIAL LOT

E-1. Residential Use. Each Residential Lot must be used solely for private single family residential purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Residential Lot, except an Owner or Occupant may conduct business activities within a residence so long as:

a. such activity complies with all the applicable zoning ordinances (if any);

b. the business activity is conducted without the employment of persons other than the residents of the home constructed on the Residential Lot;

c. the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business on any Residential Lot, sound, or smell from outside the home;

d. the business activity does not involve door-to-door solicitation of residents within the Community;

e. the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Community which is noticeably greater than that which is typical of homes in which no business activity is being conducted;

f. the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community as may be determined in the sole discretion of the Board; and

g. the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the

provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration.

Notwithstanding the foregoing, different standards of permitted business activities within a residence may be established for specific types of residences, or in certain designated areas as may be determined from time to time by the Declarant (during the Development Period) or the Board thereafter.

E-2. Maintenance. The Owners and/or Occupants of each Residential Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Residential Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Residential Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Residential Lot between such subdivision perimeter fence and any boundary line of such Lot. Declarant has reserved the right under the Master Covenant to designate a portion of any Residential Lot as a "Service Area". A Service Area designation may provide that the Association will assume responsibility for certain maintenance tasks otherwise allocated to an Owner (*e.g.,* yard maintenance). Nothing in this *Section E-2* will be construed to limit the Declarant's or the Association's ability to designate Service Areas or provide the maintenance services which would be the responsibility of an Owner. The Easton Park Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section E-2* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Easton Park Reviewer, in its sole discretion:

a. Prompt removal of all litter, trash, refuse, and wastes.

b. Lawn mowing.

c. Tree and shrub pruning.

d. Watering.

e. Keeping exterior lighting and mechanical facilities in working order.

f. Keeping lawn and garden areas alive, free of weeds, and attractive.

g. Keeping planting beds free from turf grass.

h. Keeping sidewalks and driveways in good repair.

i. Complying with all government, health and police requirements.

j. Repainting of Improvements.

k. Repair of exterior damage, and wear and tear to Improvements.

E-3. Maintenance of Right of Way. Each Owner or Occupant will be responsible, at such Owner's or Occupant's sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the landscaping, including trees, in good order and repair and in a safe, clean and attractive condition, and maintaining, repairing and replacing the irrigation system, in good order and repair and in a safe, clean and attractive condition, between the boundary of such Owner's Residential Lot and the curb or property line of any adjacent public space, right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is undertaken by the Association by written resolution executed by a majority of the Board or the ST Landscape Area is designated as a Service Area.

E-4. Combustibles. An Owner or Occupant may not store or maintain, anywhere within a Residential Lot explosives or materials capable of spontaneous combustion. Notwithstanding the foregoing, gasoline containers 5 gallons and under and propane tanks for barbecue grills are permitted.

E-5. Report Malfunctions. An Owner or Occupant will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of an Area of Common Responsibility which the Association has a duty to maintain.

E-6. Cable. An Owner or Occupant who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. An Owner or Occupant who obtains cable service through the Association is responsible for the proper use, maintenance, and return of cable connections or equipment, if any.

E-7. Reception Interference. Each Owner or Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Community.

E-8. Compliance with Laws. EACH OWNER OR OCCUPANT SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL APPLICABLE LAWS, RULES, ORDINANCES, STATUTES, REGULATIONS, OR REQUIREMENTS OF ANY GOVERNMENTAL AGENCY OR AUTHORITY WITH RESPECT TO THE OCCUPANCY AND USE OF A RESIDENTIAL LOT.

E-9. Signs. All signage which is externally visible on any portion of the Residential Lot must be approved by the Easton Park Reviewer and is subject to those limitations as set forth in *Section 2.08* of that certain Easton Park Amended and Restated Development Area Declaration [*Residential*] recorded in the Official Public Records of Travis County, Texas.

E-10. Maintenance of Walls. These Maintenance Requirements apply to every Lot, parcel, or Area of Common Responsibility in the Development on which a Wall is located or which has a Wall on or along one or more of its boundaries:

a. If the Wall includes a drainage system, the Owner, Occupant or the Association, as applicable, shall periodically inspect and repair the drainage system to ensure it is not clogged and that there are no leaks. The Owner, Occupant or the Association, as applicable, shall maintain the grade at the top and sides of the Wall to ensure that water is diverted away from the Wall and that drainage system is not impaired.

b. The Owner, Occupant or the Association, as applicable, shall periodically inspect the base of the Wall to ensure that the ground on which the Wall stands is not eroding or moving, and to backfill or otherwise repair any erosion promptly.

c. The Owner, Occupant or the Association, as applicable, shall monitor increases in weight on the top of the Wall, as well as inspect the vertical face of the Wall for bowing which may occur as a result of pressure on the Wall. The Owner, Occupant or the Association, as applicable, shall promptly remove any damaging weight to the Wall and otherwise repair any damage resulting therefrom.

d. The Owner, Occupant or the Association, as applicable, shall monitor trees and other plantings above and around the Wall that may adversely affect moisture levels behind or below the Wall or whose root systems may damage the Wall. Any trees and other plantings that are damaging the Wall shall be pruned or, if necessary, removed promptly and any damage therefore shall be repaired promptly.

e. The Owner, Occupant or the Association, as applicable, shall monitor the Wall for cracks and professionally repair any cracks that are 1/4 inch in width or greater. The Owner, Occupant or the Association, as applicable, shall also periodically inspect the Wall for missing or deteriorated joint fillers, joint sealant, and mortar joints, particularly after severe freeze and thaw cycles, or after severe wet and dry cycles. The Owner, Occupant or the Association, as applicable, shall periodically inspect the Wall for signs of distress, such as breakage in the mortar, severe cracking, tilting or bulging, or dislodged rocks and stones used to construct the Wall, and repair any such damage promptly.

f. The Owner, Occupant or the Association, as applicable, shall protect the Wall from excavation, trenching, and burrowing animals, and have any such animals promptly relocated.

g. Any Owner desiring to have stain on any exterior wood fencing on any Owner's Residential Lot shall either: (i) contact the Association's office to arrange to have the fence stained by the Association with costs to be payable to the Owner as an Individual Assessment; or (ii) perform the staining himself or herself utilizing the required stain and stain color as set forth below; and (iii) in either case, the only stain and stain color permitted on an Owner's exterior wood fencing is any stain which is set forth in the Design Guidelines.

h. Any part of the fence that is visible from any street shall be routinely re-stained (no less than every four years) in the approved stain color and the Easton Park Reviewer and/or the Association shall have the right to re-stain such visible portion of the fence which has not been re-stained or has not been re-stained in the approved stain color and charge the expense to the Owner pursuant to the terms and provisions of the Master Covenant and other provisions of the Documents. The Association expressly disclaims any liability for damage to property on which the Association exercises this remedy as further set forth in the Master Covenant.

F. GENERAL USE AND MAINTENANCE OF AREAS OF COMMON RESPONSIBILITY

F-1. Grounds. The landscaped areas, lawns, beds, plant materials, parks, neighborhood parks, trails, greenbelts and open spaces in an Area of Common Responsibility, including but not limited to neighborhood parks and amenity centers, are collectively referred to as the "**Grounds**." The Grounds are subject to the following Rules, which may change at any time and from time to time as determined by the Board.

a. Owners and Occupants may not abuse or misuse any portion of the Grounds – stepping or trampling on or in landscaped areas, beds or plant materials is strictly prohibited. Any conduct deemed by the Association to be dangerous or unwarranted is grounds for a word of caution, a reprimand, or suspension from the Grounds. Use of the Grounds may be denied if Association fees or other due amounts remain unpaid. Use of the Grounds is AT YOUR OWN RISK.

b. Access to any portion of the Grounds, may be limited from time to time due to occupancy limits, weather, the condition of the Grounds or maintenance or other appropriate reason. Any portion of the Grounds is closed when an official "CLOSED" sign is posted. Use or access to areas within the Grounds posted as "RESTRICTED" is not permitted.

c. Each Owner or Occupant is responsible for cleaning up all trash and other debris occasioned by his or her use. Trash and debris must be deposited in appropriate trash receptacles. Littering or dumping of any type of debris, trash, waste is prohibited.

d. There shall be no rough play permitted on or about the Grounds. Rowdiness, boisterous behavior, excessive noise or interference with others using the Grounds is specifically prohibited.

e. No glass objects or glass containers of any kind are allowed or permitted on or about the Grounds.

f. No weapons of any kind are permitted on property owned by the Association. The discharge of firearms, pellet guns, bow and arrows, slingshots and other hazardous items is prohibited

g. Radios, televisions and the like may be listened to only if played at a sound level which is not offensive to others on or about the Grounds, or shall be operated with headphones. Nuisances, such as loud music and inappropriate behavior, are prohibited.

h. Children under the age of twelve (12) must have adult supervision at all times while on the Grounds.

i. At the discretion of the Association, certain periods of the normal Grounds hours may be set aside for specialized activities (*e.g.*, community fun run or similar activity). To the extent these activities are sponsored by the Association, these activities will be open to all interested residents. Scheduled times for these activities will be posted.

j. Daily operating hours are from dawn to dusk, unless otherwise posted. Use of the Grounds is not allowed after dusk, unless otherwise posted.

k. Horses and motorized vehicles are prohibited.

l. No construction of any kind is permitted in the Grounds.

m. Do not feed any wildlife except for ducks or other water fowl.

n. No hunting, camping, or loitering of any kind whatsoever is allowed.

o. No cooking or fire of any nature is allowed, except in designated picnic areas.

p. Disturbing the bedding of landscaped areas is prohibited - be cautious of plants and wildlife in their native habitat. Notwithstanding the foregoing, walking through certain landscaped areas that have paths or designated areas for pedestrian use is permitted.

q. Report any damage to or concerns about the Grounds to the Association.

r. Damages to the Grounds may result in the assessment of repair and replacement costs, or other penalties.

s. No sign, banner, decoration, or displays of any kind will be allowed within the Grounds other than signs related to their use as approved by the Board of Directors of the Association.

t. Use of Grounds may be denied if Association fees or other due amounts remain unpaid.

F-2. Private Functions. Owners or Occupants interested in using portions of an Area of Common Responsibility for social, personal, charitable or political parties or events should contact the Association's office for requirements and reservation forms and shall be subject to the Association's Reservation and Rental Policies and Procedures as set forth in the Association's Policy Manual.

F-3. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on an Area of Common Responsibility, except by the Board or with the Board's prior written consent. Items of personal property found on an Area of Common Responsibility are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

G-1. Courtesy. Each Owner and Occupant will endeavor to use his or her Residential Lot and the Areas of Common Responsibility in a manner calculated to respect the rights and privileges of other Owners or Occupants.

G-2. Noise and Odors. Each Owner or Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners or Occupants of other Residential Lots. Loud vocalizations and boisterous conduct on the Areas of Common Responsibility is expressly prohibited.

G-3. Community Activities. In planning community activities on an Area of Common Responsibility or at an Owner's or Occupant's Residential Lot, an Owner or Occupant should be aware of the potential consequences of the parking resources and the sensibilities of other Owners and Occupants. For any such activity that an Owner or Occupant expects to produce a higher-than-customary level or duration of noise or other disturbance, the Owner or Occupant will make a diligent effort to give Owners/Occupants of adjoining Residential Lots timely prior notice of the event, as a courtesy. If an event on a Residential Lot is expected to attract twenty (20) or more guests, the Owner or Occupant shall provide the Association timely prior written notice of the event.

G-4. Drones. For purposes of these Rules, a "drone" is defined as any unmanned aerial vehicle. Other than commercial deliveries by drone, the delivery areas for which (if any at all) may be designated from time to time by the Board, the use of any drones, by an Owner or Resident in the Community is strictly limited to an Owner or Resident's Lot. Drone use in the front yard is permitted on so long as the drone does not operate beyond the height of the residence. Drone use in the backyard shall not exceed the height of the fence in operation. Drone use in any side yard is strictly prohibited.

H. VEHICLE RESTRICTIONS

H-1. Vehicles. A vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted within the Community without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated except to provide transportation to and from a Residential Lot.

H-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited in driveways except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

H-3. Obstructions. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. Residents are not to block or otherwise obstruct access to any joint-use driveway or Special Common Area.

H-4. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Residential Lot by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

I-1. General Duty. Owners or Occupants will endeavor to keep their Residential Lot clean and will dispose of all refuse using the receptacles designated specifically by the Association or by the City for that purpose. Owners and Occupants may NOT litter in the Areas of Common Responsibility.

I-2. Hazards. Owners and Occupants may NOT store trash within his or her Residential Lot in a manner that may permit the spread of fire, odors, seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, an Owner or Occupant will ensure that the debris is thoroughly cold.

I-3. Excess Trash. Owners and Occupants must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

J. PETS

J-1. Disturbance. Pets must be kept in a manner that does not disturb another Owner's or Occupant's rest or peaceful enjoyment of his or her Residential Lot or the Areas of Common Responsibility. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for unreasonable or repeated periods of time.

J-2. Damage. EACH OWNER OR OCCUPANT IS RESPONSIBLE FOR ANY PROPERTY DAMAGE, INJURY, OR DISTURBANCE HIS OR HER PET MAY CAUSE OR INFLICT. A OWNER OR OCCUPANT WHO KEEPS A PET ON HIS OR HER RESIDENTIAL LOT IS DEEMED TO INDEMNIFY AND AGREES TO HOLD HARMLESS THE BOARD, THE ASSOCIATION, AND OTHER OWNERS AND OCCUPANTS, FROM ANY LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATEVER RESULTING FROM ANY ACTION OF HIS OR HER PET OR ARISING BY REASON OF KEEPING OR MAINTAINING THE PET ON HIS OR HER RESIDENTIAL LOT.

J-3. Pet Waste Removal. Each Owner or Occupant is responsible for the removal of his or her pet's wastes from the Areas of Common Responsibility. The Board may levy a fine against a Residential Lot and its Owner each time feces are discovered on the Areas of Common Responsibility and attributed to an animal in the custody of that Residential Lot's Owner or Occupant.

J-4. Removal. If an Owner or Occupant or his or her pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Owner, Occupant or other person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Owner or Occupant, upon written notice from the Board, may be required to remove the animal. Each Owner or Occupant agrees to permanently remove his or her violating animal from the Community within ten (10) days after receipt of a removal notice from the Board.

K. MISCELLANEOUS

K-1. Parties. In accordance with the terms and provisions of the Documents, any Owner at such Owner's own expense, the Declarant and the Association will have the right to enforce the provisions of these Rules.

K-2. Interpretation. In the event of any dispute regarding the effect or application of these Rules, the interpretation of the Board will be final.

K-3. Enforcement and Fines. The Association may enforce these Rules and impose fines for any violation pursuant to the provisions of the Association's Fine and Enforcement Policy, as the same may be set forth in the Policy Manual and amended from time to time.

K-4. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of these Rules, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.

K-5. Mailing Address. An Owner who receives mail at any address other than the address of his or her Residential Lot must maintain with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Residential Lot is deemed effective for purposes of delivery. Any Owner desirous of utilizing email for the purposes of receiving or sending formal notices and correspondence with the Association shall first register such Owner's email address with and shall thereafter be subject to the procedures set forth in the Email Registration Policy contained in the Policy Manual.

K-6. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest which may be regulated by these Rules or by such other rules or policies adopted by the Association from time to time. These Rules will remain effective until ten (10) days after an Owner of each Residential Lot has been given a notice of the amendment or revocation of these Rules.

K-7. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and Applicable Law.

ATTACHMENT 10

EASTON PARK MASTER COMMUNITY, INC.
NO SMOKING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

1. Smoking Prohibited. Smoking is prohibited on all Common Areas of the Development, whether indoors or outdoors. Without limiting the generality of the foregoing, this prohibition applies to recreation facilities, amenity buildings, swimming pools, parks, walking paths, bike paths, gardens, landscaped areas, plazas, and decks. Smoking is permitted only in designated areas, and additional restrictions may apply in areas where food is served.

2. Smoking Defined. Smoking is defined to include carrying, burning, or otherwise handling or controlling any lighted, heated, burning, or smoldering product or device containing tobacco or any legal or illegal smokable herbs, including, but not limited to, cigarettes, cigars, hookah, pipes or homemade apparatus or the use of vapor or electronic cigarettes, otherwise known as "e-cigarettes." Each Owner or Resident is responsible for compliance with this Policy by such Owner or Resident and their guests and invitees.

3. Violations. Violations of this Policy may result in a fine pursuant to the Association's Fine and Enforcement Policy, as adopted and amended from time to time.

ATTACHMENT 11

COMMUNITY FACILITIES RULES

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COMMUNITY FACILITIES RULES

Terms used but not defined in these Rules will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

ARTICLE 1
PURPOSE

The purpose of these Rules is to define the policies, procedures and rules for use of facilities managed by the Easton Park Master Community, Inc., a Texas nonprofit corporation (these "**Community Facilities Rules**"). These Community Facilities Rules are designed to ensure all Easton Park community facilities (the "**Community Facilities**") are fun, safe, and sanitary areas for the enjoyment of Owners, Occupants and their guests, and Homebuilders. The Board is responsible for adopting all Rules related to the Community Facilities. The Board reserves the right to modify or amend these Community Facilities Rules at any time. The Association, Management Staff (as defined below) and Board retain the right to enforce the Community Facilities Rules. Any questions as to the meaning of any part of these Community Facilities Rules, including any attached addendums and policies, shall be submitted to the Manager, including its employees and agents (collectively, the "**Management Staff**").

ARTICLE 2
COMMUNITY FACILITIES ACCESS

2.1. **Owner Access Rights**. Only Owners in "Good Standing" with the Association will be granted access rights to the Community Facilities. As used herein, "**Good Standing**" shall be defined as meeting each of the following requirements:

(i) All Assessments, fees and/or fines posted to an Owner's account are current;

(ii) An Owner's Lot or Condominium Unit is in compliance and free of violations as determined by the Association, in its sole discretion; and

(iii) An Owner does not have current or pending litigation with the Association.

An Owner in Good Standing who leases their Lot or Condominium Unit may assign their access rights to the Community Facilities to their designated tenant ("**Tenant**"). An Owner may not hold access rights to the Community Facilities during the same time period in which such access rights are assigned to a Tenant.

2.2. **Tenant Access Rights**. If the Owner of a leased Lot or Condominium Unit is not currently in Good Standing, the Tenant's access rights to Community Facilities may be suspended or terminated as set forth in *Article 7* of these Community Facilities Rules. A Tenant, who acquires Resident Identification as defined in *Section 2.5* of these Community Facility Rules, shall be entitled to the same access rights to the Community Facilities as an Owner.

2.3. **Guests Access Rights**. All guests must be accompanied by an Owner or Tenant in order to use the Community Facilities. A guest who is an immediate family member of an Owner or Tenant and who does not live in the Easton Park community, does not need to be accompanied by an Owner or Tenant if written notification was provided to the Management Staff at least forty-eight (48) hours in advance noting the time period of the stay, that the family member resides outside of the Easton Park community, and the full name and contact information for the family member. No more than five (5) guests per household on a Lot or Condominium Unit are allowed to use the Community Facilities at one time, unless otherwise approved by the Board. All Owners or Tenants utilizing nannies or babysitters shall notify the Management Staff prior to usage of the Community Facilities with a Resident Identification as defined in *Section 2.5* of these Community Facility Rules. Notwithstanding the foregoing, Declarant shall be permitted to provide guest access from time to time, in its sole and absolute discretion.

2.4. **Homebuilders' Access Rights**. Homebuilders are entitled to receive access rights to the Community Facilities based on the number of Lots and/or Condominium Units owned within the Easton Park community as of January 1st of each calendar year.

2.5. **Resident Identifications and Daily Passes**.

2.5.1. Issuance.

(i) Electronic identification cards, fobs, or other forms of identification (the "**Resident Identifications**") shall be issued by the Association. Two (2) Resident Identifications will be issued to Owners and Tenants for each Lot or Condominium Unit. Homebuilders may be issued five (5) Resident Identifications annually for each set of one hundred (100) Lots or Condominium Units owned within the Easton Park community. Additionally, Homebuilders may be issued one (1) daily pass at the cost of $100 each to provide to potential buyers for use within the Easton Park community. Homebuilders may transfer daily passes without further approval from the Management Staff.

(ii) Prior to receiving Resident Identifications, the following requirements shall apply:

(a) *Owners and Tenants*. Owners and any Tenants shall provide to the Management Staff proof of residency or tenancy and submit a completed Community Facilities Registration Form and Usage Release Agreement attached hereto as **Attachment 11A**. Any Tenants shall also provide a copy of their current lease agreement and must have the Community Facilities Registration Form and Usage Release Agreement countersigned by the Owner of the Lot or Condominium Unit. Tenants must provide to the Management Staff a new Community Facilities Registration Form and Usage Release Agreement and current lease agreement at the end of each lease term.

(b) *Homebuilders*. Homebuilders shall provide to the Management Staff the names of the specific persons who will have access rights to the Community Facilities and submit a completed Community Facilities Registration Form and Usage Release Agreement.

2.5.2. Purchase of Additional Resident Identifications.

(i) A maximum of two (2) additional Resident Identifications can be purchased by Owners and Tenants for additional persons who provide proof of residency or tenancy within the same Lot or Condominium Unit. Acceptable forms of identification for proving residency or tenancy will be determined by Management Staff and outlined on the Association's website. The fees for additional or replacement Resident Identifications will be outlined on the Association's website. Homebuilders may purchase additional daily passes as outlined on the Association's website.

(ii) Requests by Owners and Tenants to purchase more than four (4) Resident Identifications per Lot or Condominium Unit must be delivered in writing, along with proof of residency or tenancy for all persons, to the Management Staff for review. The Association, in its sole discretion, reserves the right to deny issuing more than four (4) Resident Identifications per Lot or Condominium Unit.

2.5.3. Use. Declarant, Homebuilders, Owners, Tenants and their guests must have their assigned Resident Identification or daily pass upon entering and throughout use of the Community Facilities, and may be required by Management Staff to present their Resident Identification or daily pass.

Unauthorized use of a Resident Identification or daily pass can lead to the suspension of access rights to the Community Facilities.

2.5.4. Lost or Stolen. All lost or stolen Resident Identifications or daily passes should be reported immediately to Management Staff. Otherwise, any activities associated with use of the Resident Identification or daily pass will remain the responsibility of the assigned Owner, Tenant or Homebuilder.

ARTICLE 3
GENERAL COMMUNITY FACILITIES RULES

3.1. **Conduct**. All Owners, Tenants, Homebuilders and their guests using the Community Facilities are expected to conduct themselves in a responsible, courteous, and safe manner, and shall refrain from improper or disruptive conduct toward other Owners, Tenants and their guests, Homebuilders, Management Staff and the Board, in compliance with these Community Facilities Rules.

3.2. **Hours**. The Community Facilities are available for use during normal operating hours to be established and/or posted by the Association and/or Management Staff. Normal operating hours for all Community Facilities can be found on the Association's website. The Association and/or Management Staff may modify normal operating hours as needed without notice. The Association and/or Management Staff shall have the ability to close any portion of the Community Facilities in its entirety, for any necessary health or safety precautions (i.e. thunderstorms, fecal accidents, etc.).

3.3. **Children**. Children younger than the ages listed below must be accompanied by an adult eighteen (18) years of age or older while utilizing the Community Facilities, unless specifically stated elsewhere in these Community Facility Rules.

Age 8 – Playground, Green Spaces, Parks and Trail Systems
Age 16 – Fitness Center
Age 14 – Pool, Ponds, and The Union

3.4. **Pets**. Pets are not allowed in the pool and fitness center areas of the Community Facilities; provided, however, that leashed Service Animals are permitted in the fitness center areas. Every effort will be made to accommodate those with special needs. Please see the Management Staff for assistance or questions. Leashed pets are allowed in playgrounds, green spaces, parks and trail systems. Certain areas of the parks may be designated as "off leash" dog park areas, as further described in the Green Spaces, Parks, Trail Systems and Ponds Policy attached to this Policy Manual as **Attachment 11D**.

3.5. **Vehicles**. Vehicles must be parked in designated areas. The use of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles shall not be permitted within the Easton Park community unless such use complies with Applicable Law. Except for authorized maintenance vehicles, motorized vehicles of any kind are not allowed on any trail system or sidewalk within the Easton Park community.

3.6. **Service Areas**. Only Management Staff are allowed in the service areas of the Community Facilities.

3.7. **Trash and Debris**. Owners, Tenants, Homebuilders and their guests are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

3.8. **Fireworks**. Fireworks of any kind are strictly prohibited within Easton Park, unless approved for an event in advance by the Board. If approved in advance by the Board, Owners or Tenants will be solely responsible for completing all necessary permitting and safety inspection requirements as dictated by Applicable Law.

3.9. **Firearms**. Pursuant to Section 30.06 and 30.07, Texas Penal Code, firearms are not permitted at any Community Facility where posted.

3.10. **Smoking**. Smoking of any kind is prohibited at all Community Facilities and Common Areas, whether indoors or outdoors, including but not limited to recreation facilities, amenity buildings, swimming pools, parks, trail systems, walking paths, bike paths, gardens, landscaped areas, plazas and decks. This includes, but is not limited to, the use of cigarettes, cigars, hookah, pipes and vapor or electronic cigarettes, otherwise known as "e-cigarettes."

3.11. **Public Intoxication**. Public intoxication is strictly prohibited at all Community Facilities. The Association and/or Management Staff shall have the authority in their sole discretion to deny use of the Community Facilities to any person they deem to be intoxicated or conducts themselves in an unruly manner.

3.12. **Loitering and Trespassing**. Loitering is not permitted at or near any Community Facility at any time including, but not limited to, loitering or attempting to gain access to any Community Facility outside of normal operating hours. All trespassers will be reported to the local authorities.

3.13. **Signs**. No signs of any kind may be displayed on the Community Facilities or Common Area without prior written approval from the Easton Park Reviewer. For more information on Rules regarding signs within the Easton Park community, see the Master Covenant and any applicable Development Area Declaration.

3.14. **Emergencies**. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

3.15. **Violation**. Owners, Tenants, Homebuilders and their guests shall abide by and comply with Applicable Law and these Community Facilities Rules while present at or utilizing the Community Facilities and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of these Community Facilities Rules and/or misuse or destruction of Community Facilities property, improvements or equipment may result in the suspension or termination of access rights to Community Facilities as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of Community Facilities property, improvements or equipment.

3.16. **Amendment**. The Board, in its sole discretion, reserves the right to amend, modify, or remove, in part or in its entirety, these Community Facilities Rules.

ARTICLE 4
RENTAL OF COMMUNITY FACILITIES

4.1. **Community Programming**. The Association reserves the right to provide community programming, in its sole discretion. The Association has the authority to reserve any Community Facility that may or may not be generally available for private rental.

4.2. **Private Rental**. Community Facilities shall be used on a first-come, first-served basis. Certain Community Facilities may be rented for private use by Owners and Tenants with the approval of the Association.

ARTICLE 5
GRILLS

5.1. **Easton Park Community Grills**. Only adults eighteen (18) years of age or older are permitted to use a community grill. Owners, Tenants and Homebuilders shall comply with the following when operating a community grill:

(i) Community grills shall not be left unattended at any time while in use;

(ii) Be courteous and share the community grill area if other Owners, Tenants or Homebuilders are waiting to use the community grill area;

(iii) When finished grilling, be cognizant of other Owners, Tenants and Homebuilders that may be waiting to use the community grill area;

(iv) Clean up all trash and other debris occasioned by the use of the community grill area, deposit all trash and debris in appropriate trash receptacles, and clean the grill(s), counter space(s) and picnic table(s). Grill and counter cleaners are located in the cabinets underneath the community grills; and

(v) Fees may be incurred for failure to return any items loaned by the Association within twenty-four (24) hours following rental or for failure to clean grill or counter space after use.

5.2. **Private Grills**. Private grills of any kind are not permitted within the Community Facilities or Common Areas unless for an Association event.

ARTICLE 6
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Owners, Tenants and Homebuilders, as a condition of invitation to the premises of the Community Facilities, shall assume the sole responsibility for their personal property.

The Association and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Community Facilities, whether in lockers or elsewhere.

No Owner, Tenant or Homebuilder shall remove from the Community Facilities, any property or furniture belonging to the Association or its contractors without proper authorization.

Owners, Tenants, and Homebuilders shall be liable for any property damage and/or personal injury at the Community Facilities, or at any activity or function operated, organized, arranged or sponsored by the Association or its contractors, caused by the Owner, Tenant, Homebuilder, his/her family member or his/her guests.

The Association reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

ANY OWNER, TENANT AND THEIR GUESTS, HOMEBUILDER, OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF, ACCESSES, ENTERS, OR ACCEPTS THE USE OF ANY APPARATUS, APPLIANCE, FACILITY, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE ASSOCIATION OR ITS CONTRACTORS, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE ASSOCIATION, EITHER ON OR OFF THE COMMUNITY FACILITIES' PREMISES, SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL HOLD THE ASSOCIATION, THE BOARD, THE MANAGEMENT STAFF, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS, HARMLESS FOR ANY AND ALL LOSS, COST, CLAIM, INJURY DAMAGE OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING THEREFROM AND/OR FROM ANY ACT OF OMISSION OF THE ASSOCIATION, THE BOARD, THE MANAGEMENT STAFF, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS.

Any Owner, Tenant or Homebuilder shall have, owe, and perform the same obligation to the Association, the Board, the Management Staff, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Owner or Tenant or Homebuilder.

Should any party bound by these Community Facilities Rules file a lawsuit or arbitration action against the Declarant, the Association, the Board or the Management Staff, agents or employees of the Association, any Community Facilities operator or its officers, employees, representatives, contractors or agents (in such case, the "**Defending Parties**") in connection with: (1) any event operated, organized, arranged or sponsored by the Association; (2) any claim or matter in connection with any event operated, organized, arranged or sponsored by the Association; or (3) any claim arising out the use of any Community Facilities; and such party fails to obtain

judgment therein against the Defending Parties, such party shall be liable to the Defending Parties for all costs of court and attorney's fees incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings, if so permitted). This unilateral fee provision does not create or establish a right to recover costs of court and attorney's fees against any Defending Party.

ARTICLE 7
SUSPENSION AND TERMINATION OF PRIVILEGES

7.1. **Adult Privileges**.

(i) Privileges at the Community Facilities shall be subject to suspension or termination if an adult Owner, Tenant or their guest, or Homebuilder:

(a) Submits false information on the Community Facilities Registration Form and Usage Release Agreement or written notification regarding guests;

(b) Permits unauthorized use of a Resident Identification or guest pass;

(c) Exhibits unsatisfactory behavior, as determined by the Association and/or Management Staff, in its sole discretion;

(d) Fails to abide by these Community Facilities Rules; or

(e) Treats the personnel or employees of the Association and/or Management Staff in an unreasonable or abusive manner, and/or engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the Association and/or Management Staff. Examples include, but are not limited to, the use of profanity, verbal and physical assault, or the threat of verbal or physical assault.

(ii) The Association and/or Management Staff may at any time restrict or suspend any access rights to any or all the Community Facilities when such action is necessary to: (a) protect the health, safety, and welfare of other Owners, Tenants and their guests, and Homebuilders; (b) to prevent unauthorized use of the Community Facilities; or (c) to protect the Community Facilities from damage.

(iii) The Association shall follow the process below in regards to suspension or termination of an adult Owner, Tenant or their guest, or Homebuilder's access rights to Community Facilities:

(a) *First Offense*. Unless such violation is egregious, as determined in the sole and absolute discretion of the Board, a first offense violation will result in written notice and explanation of the violation being given to the adult Owner, Tenant or their guest, or Homebuilder with a copy of such notice being filed in the Management Staff's office.

(b) *Second Offense*. Unless such violation is egregious, as determined in the sole and absolute discretion of the Board, a second offense violation will result in an automatic suspension of all access rights to the Community Facilities for thirty (30) days. Written notice and explanation will be given to the adult Owner, Tenant or their guest, or Homebuilder and a copy of such notice will be filed in the Management Staff's office.

(c) *Third Offense*. Unless such violation is egregious, as determined in the sole and absolute discretion of the Board, a third offense violation will result in a suspension of all of the adult Owner, Tenant or their guest, or Homebuilder's access rights to the Community Facilities until the next Board meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of Community Facilities access rights for one (1) calendar year (or shorter amount of time at the Board's discretion). Written notice will be given to the adult Owner, Tenant or their guest, or Homebuilder, as to the Board's decision.

7.2. **Minor Privileges**.

(i) At the discretion of the Association and/or Management Staff, minors (*children under the age of eighteen (18)*) who violate these Community Facilities Rules may be expelled from the Community Facilities for up to one (1) month. Upon such expulsion, a written report shall be prepared detailing the name of the minor, the prohibited act committed, and the date in which the act took place. The written report will be mailed to the minor's parental guardian at the address on file and will be kept on file at the Management Staff's office.

(ii) Any minor who is expelled from the Community Facilities three (3) times in a one (1) year period, shall be expelled from the Community Facilities for one (1) calendar year from the date of the third offense.

7.3. **Immediate Suspension and Removal**.

(i) The Association and/or Management Staff have the exclusive right, authority, and discretion to immediately suspend and remove any Owner, Tenant or their guest, or Homebuilder, for a period of no less than seven (7) days for the use of, but not limited to:

(a) Profanity;

(b) Harm or threat of harm to the Association and/or Management Staff, Community Facilities, Owners, Tenants or their guests, and Homebuilders; or

(c) Failure to follow direction by the Association and/or Management Staff on the Community Facilities or Common Area.

(ii) An incident report will be generated, and a copy of such incident report will be filed in the Management Staff's office. Upon issuance of an immediate suspension and removal, should the Owner, Tenant or their guest, or a Homebuilder, continue to act or perform in an inappropriate manner or behavior, said Owner, Tenant or their guest, or Homebuilder, shall forfeit all access rights to the Community Facilities until the next Board meeting. Furthermore, the Association and/or Management Staff may recommend termination of the Owner, Tenant or their guest, or Homebuilder's, access rights to the Community Facilities for a period of six (6) months or greater.

(iii) Notwithstanding the foregoing, if at any time an Owner, Tenant or their guest, or Homebuilder, is arrested for an act committed, or allegedly committed, while on Community Facilities or Common Area, that Owner, Tenant or their guest, or Homebuilder, shall have all access rights to Community Facilities suspended until the next Board meeting. At the Board meeting, the Board will be presented with the information surrounding the arrest and a recommendation of termination of access rights to Community Facilities for up to one (1) calendar year (or shorter amount of time at the Board's discretion). Written notice will be given to the Owner, Tenant or their guest, or Homebuilder, as well as mailed to the address on file, as to the Board's decision.

(iv) Utilizing the Community Facilities during the suspension period, whether as an Owner, Tenant, guest, or Homebuilder, may result in a trespassing citation that may be issued by the Travis County Sheriff's Office.

(v) Attempts made to gain access to the Community Facilities using a false Resident Identification or daily pass, will result in the suspension of that Resident Identification or daily pass holder's access rights to the Community Facilities for a period of fifteen (15) days.

(vi) Suspension Effective Date:

(a) The effective date for suspension of access rights to the Community Facilities will be from the date of the written notice of suspension.

(b) Weekdays (Monday - Friday) and Weekends (Saturday - Sunday) will be calculated toward the total number of suspension days.

7.4. **Appeal Process**.

(i) An Owner, Tenant or their guest, or Homebuilder, has the right to dispute and request an appeal to suspension of their access rights to the Community Facilities. The party subject to suspension may file a notice of appeal of such suspension, in writing, to the Management Staff's office, within five (5) business days from the receipt of the date of the written notice.

(ii) Appellant and parental guardian (if appellant is a minor), must be physically present or represented by counsel at the meeting in which the appeal will be heard by the Board.

(iii) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

ATTACHMENT 11A

EASTON PARK MASTER COMMUNITY, INC.

COMMUNITY FACILIITIES REGISTRATION FORM AND USAGE RELEASE AGREEMENT

[See Attached]

EASTON PARK MASTER COMMUNITY, INC.
Community Facilities Registration Form and Usage Release Agreement

Name: _____ **Cell Phone:** _____
Spouse's Name: _____ **Cell Phone:** _____
Street Address: _____
Phone: _____ **Email 1:** _____ **Email 2:** _____
Resident ___ **Tenant ___** **Corporate Owner of Property ___**

Request for Access Cards for Children (Children 14 years and older)

Name	Relation	Age	Email
Name	Relation	Age	Email

Authorization, Waiver, and Indemnification by Parent(s) or Legal Guardian(s) of Minor Child(ren) Under 18

I, for myself, my heirs, and for any minor children listed below (each, a "User"), HOLD HARMLESS AND RELEASE Easton Park Master Community, Inc., a Texas nonprofit corporation (the "Community"), and the Community's managers, agents, employees, affiliates, officers, and directors (the "Released Parties"), from any and all claims, causes of action, demands, losses, damages, expenses, and costs, including, but not limited to, any claim for personal injury or property damage, including death, arising out of or relating in any way to use of the Community's facilities or property (the "Property"), including any such claims arising out of or caused by any act or omission by the Released Parties, **INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES, and AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH USER'S USE OF THE PROPERTY, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES.**

I. Authorization of Medical Treatment
In the event that I cannot be reached, I authorize and direct any employee or agent representing the Community to make emergency medical decisions for the child(ren), and release the Community from liability for the cost of such medical treatment.

II. Applicable Rules
I acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the Community, as currently in effect and as may be amended from time to time.

III. Photo Release
By selecting YES, I acknowledge and agree that images of me and my family may be used in promotional materials for the Easton Park community which may be published in print, video, or digital format.

I have read and understand the terms of this Authorization and Waiver and have willingly signed below as my own free act, being both of lawful age and legally competent to do so.

Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

ATTACHMENT 11B

EASTON PARK MASTER COMMUNITY, INC.

POOL POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

1. **Use**.

   a. The pool area of the Community Facilities (the "**Pool Area**") is available only to Owners, Tenants and Homebuilders and their guests, who shall use their assigned Resident Identification or daily pass upon entering the Pool Area.

   b. Children under the age of 14 should not use the pool without adult supervision.

   c. All guests must be accompanied by an Owner or Tenant or Homebuilder unless otherwise approved in advance by the Management Staff.

   d. Guests and daily pass holders may be required to register at the time of admission to the Pool Area.

   e. No more than five (5) guests for each Owner or Tenant Lot or Condominium Unit are permitted at any one time in the Pool Area.

   f. Users of the pool must shower before entering the pool.

   g. The Association and Management Staff reserve the right to deny use of the Pool Area to anyone at any time.

   h. At the sole discretion of the Association or Management Staff, access and use of the Pool Area or any portion thereof may be limited from time to time due to occupancy limits, weather, seasons of the year, the condition of the Pool Area, maintenance or specialized activities. The Pool Area or any portion thereof is officially closed when a "CLOSED" sign is posted.

   i. During thunder and lightning or an emergency incident, all persons must clear the Pool Area.

2. **Pool Gates**. The pool gates shall be kept closed and locked at all times. Owners, Tenants and their guests, and Homebuilders, may not attempt to prop open the pool gates for any reason.

3. **Hours of Operation**. Use of the Pool Area is only permitted during designated hours, as posted in a location in the Pool Area and on the Association's website. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice.

4. **Maintenance**. The Pool Area and/or surrounding area may be closed for various periods of time to facilitate maintenance, winterize and to maintain standards set forth by Applicable Law.

5. **No Private Rental**. The pool is not available for exclusive private rental. However, the pool may be available for non-exclusive group reservations. Please contact the Management Staff for further information.

6. **Pets Not Allowed**. Pets are not allowed in the Pool Area except leashed Service Animals. Service Animals are prohibited from entering the water. Every effort will be made to accommodate those with special needs. Please see the Management Staff for assistance or questions.

7. **Pool Area Toys**. Toys, beach balls and approved floating devices may be allowed in the Pool Area at the discretion of Management Staff.

8. **ADA Chair Lift Rules**. An ADA chair lift is available for use by disabled Owners, Tenants and their guests, and Homebuilders. The ADA chair lift is designed for self-use. Management Staff is not authorized to assist Owners, Tenants and their guests, and Homebuilders, with use beyond initial review of the operating instructions. Use of the ADA chair lift by non-disabled Owners, Tenants and their guests, and Homebuilders, may result in immediate suspension and removal from the Pool Area by the Management Staff.

9. **Pool Area Equipment**. Pool furniture and equipment may not be removed from the Pool Area. All persons using the Pool Area are required to cover the pool furniture with a towel when using suntan oils and lotions.

10. **Attire, Swim Diapers and Personal Flotation Devices**.

    a. Appropriate swim attire must be worn in the Pool Area. No denim or cotton shorts are permitted in the pool. Use of aquatic socks or water sandals with non-marking soles is suggested.

    b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers or disposable swim diapers, as well as a swimsuit over the swim diaper. The changing of diapers or clothes is not allowed in the Pool Area. Changing rooms are available in both the men's and women's pool restrooms.

    c. Any child that is unable to swim must wear a U.S. Coast Guard-approved personal flotation device.

    d. While in the water, children three (3) years old and under must be within arm's length of a parent or responsible adult eighteen (18) years of age or older. Children four (4) years old to six (6) years old must have a parent or responsible adult eighteen (18) years of age or older in the water within ten (10) feet of the child.

11. **Prohibitions**. The following are NOT permitted in the Pool Area:

    a. Diving, somersaults, cannon balls, or similar type entries from the edge of the pool;

    b. Running, roughhousing or disorderly conduct;

    c. Remote controlled water crafts;

    d. Wave riding boards;

    e. Snorkel gear;

    f. Hard objects such as, but not limited to, tennis balls or hard plastic Frisbees;

    g. Installing unauthorized chemicals or soaps within the Pool Area and failure to comply could result in the Owner, Tenant or Homebuilder being liable for any costs incurred in treating and reopening the pool;

    h. Excessive screaming;

    i. Language that is loud, abusive, vulgar, cussing or harassing in nature;

    j. Loud or inappropriate music. Personal audio or visual devices may only be used with headphones;

k. Glass containers of any kind and other breakable items;

l. Food in the pool. Soft drinks and food items must be consumed in designated areas only and away from the pool;

m. Loitering during non-posted hours of operation;

n. Tobacco products, smoking and/or vaping;

o. Use of controlled substances;

p. Public intoxication;

q. Any person having an apparent infectious disease (including, but not limited to, conjunctivitis, signs of infection from a runny nose, diarrhea, etc.), plaster cast, open cuts or bandage; and

r. The storage, placement or maintaining of any personal items of Owners, Tenants and their guests, and Homebuilders. Any items or personal property found are deemed abandoned and may be disposed of by the Association or Management Staff.

12. **Trash and Debris**. Owners, Tenants and their guests, and Homebuilders, are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

13. **USE OF THE POOL AREA IS AT YOUR OWN RISK.**

a. The Association is not responsible for accidents, injuries or loss of personal property.

b. The Association is not responsible for any effects the chemicals within the pool may cause. Do not swallow pool water.

c. The Pool Area is unattended.

d. **THE ASSOCIATION DOES NOT EMPLOY LIFEGUARDS OR STAFF MEMBERS WITH LIFEGUARD TRAINING TO MONITOR THE POOL AREA.**

e. Owners, Tenants and their guests, and Homebuilders, use the Pool Area at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

14. **Emergencies**. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

15. **Violation**. Owners, Tenants and Homebuilders shall abide by and comply with Applicable Law, this Pool Policy, and the Community Facilities Rules while present at or utilizing the Pool Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of this Pool Policy, the Community Facilities Rules and/or misuse or destruction of Community Facilities property, improvements or equipment may result in the suspension or termination of access rights to Community Facilities as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of Community Facilities property, improvements or equipment.

16. **Additional Restrictions**. The Board reserves the right to amend these restrictions or impose additional restrictions on use as warranted.

ATTACHMENT 11C

EASTON PARK MASTER COMMUNITY, INC.

PLAYGROUND POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

1. **Use**. The playground areas of the Community Facilities (the "**Playgrounds**") are available only to Owners, Tenants and their guests, and Homebuilders. An Owner or Tenant over the age of eighteen (18) years must accompany at all times: (i) guests; and (ii) children under the age of eight (8) years. No more than five (5) guests for each Owner or Tenant are permitted at any one time in the Playgrounds.

2. **Hours of Operation**. Use of the Playgrounds is only permitted during designated hours, as posted in a location in the Playgrounds area and on the Association's website. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice. If the designated hours are NOT posted, the hours of operation of the Playgrounds are from dawn until dusk.

3. **Maintenance**. The Playgrounds and/or surrounding area may be closed for various periods of time to facilitate maintenance and to maintain standards set forth by Applicable Law.

4. **No Private Rental**. The Playgrounds are not available for exclusive private rental. However, the Playgrounds may be available for non-exclusive group reservations. Please contact the Management Staff for further information.

5. **Pets Allowed**. All dogs in the Playgrounds must have all required vaccinations, with appropriate tags displayed on their collars. Dog owners or handlers must furnish proof of current vaccinations upon request.

6. **Prohibitions**. The following are NOT permitted in the Playgrounds area:

   a. Rough play;

   b. Excessive screaming;

   c. Language that is loud, abusive, vulgar, cussing or harassing in nature;

   d. Loud or inappropriate music;

   e. Glass containers of any kind and other breakable items;

   f. Loitering during non-posted hours of operation;

   g. Use of tobacco products, smoking, vaping and/or the use of controlled substances; and

   h. Public intoxication.

7. **Trash and Debris**. Owners, Tenants and their guests, and Homebuilders, are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

8. **USE OF THE PLAYGROUNDS IS AT YOUR OWN RISK**. The Association is not responsible for accidents, injuries or loss of personal property. The Playgrounds are unattended. Owners, Tenants and their guests,

and Homebuilders, use the Playgrounds at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

9. **Emergencies**. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

10. **Additional Restrictions**. The Board reserves the right to amend these restrictions or impose additional restrictions on use as warranted.

ATTACHMENT 11D

EASTON PARK MASTER COMMUNITY, INC.

GREEN SPACES, PARKS, TRAIL SYSTEMS AND PONDS POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

The Easton Park community contains certain parkland, greenbelt areas, trail systems, pavilions and recreational facilities, including wet ponds that have both water quality and aesthetic features, all of which number among Easton Park's many amenities, some or all of which may be owned by the District (the Parks, Pond and pavilions being collectively referred to as the "**Parks**"). In return for the use of the aforementioned amenities, Easton Park's Owners, Tenants, Homebuilders and their guests, must abide by the rules and regulations of such Parks, as stated here in this policy. These rules are set forth by the Association which is authorized to adopt and enforce all necessary rules and regulations governing the Parks and to establish fees, charges and a schedule for the use of its facilities.

1. **Access Policy**.

1.01. The Parks are available only to Owners, Tenants, Homebuilders and their guests. An Owner, Tenant or Homebuilder over the age of eighteen (18) years must accompany at all times children under the age of nine (9) years. Owners, Tenants, Homebuilders and their guests may only use Parks designated by the Association for use, in its sole discretion.

1.02. Access to and use of the Parks between 10:00 P.M. and 5:00 A.M. is not permitted. Park hours will be posted in the Parks. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice. If the designated hours are NOT posted, the hours of operation of the Parks are from dawn until dusk.

1.03. The Parks and/or surrounding areas may be closed for various periods of time to facilitate maintenance, grounds keeping and to maintain standards set forth by Applicable Law.

1.04. Unless reserved with the Association or the Management Staff, the pavilions are available on a first-come, first-served basis.

1.05. Reservations for any reservable Park facilities are to be made through the Association or the Management Staff. The Association may impose a fee for use of the pavilions, parks and other amenities located within the Parks.

2. **General Rules and Regulations Applicable to the Parks**.

2.01. The following are NOT permitted in the Parks:

a. Rough play;

b. Excessive screaming;

c. Language that is loud, abusive, vulgar, cussing or harassing in nature;

d. Inappropriate music;

e. Glass containers of any kind and other breakable items;

f. Loitering during non-posted hours of operation;

g. Tobacco products, smoking and/or vaping;

h. Discharging of firearms, pellet guns, bow and arrows, sling shots and other weapons or hazardous items;

i. The discharge of starter pistols;

j. The display of a firearm or other weapon in a manner calculated to alarm or threaten another person;

k. Disturbance of natural landscape or ecosystems;

l. Feeding wildlife;

m. Horses, unless approved in advance by the Association or Management Staff;

n. Camping, unless approved in advance by the Association or Management Staff;

o. Cooking, unless approved in advance by the Association or Management Staff; and

p. Fires, unless approved in advance by the Association or Management Staff.

2.02. No vandalism or other actions that could cause damage to the Parks or Parks' facilities or vegetation is permitted. Marking, painting or placing graffiti in the Parks or Parks' facilities or trees within the Parks, or cutting of trees within the Parks, is not permitted. No spray paint cans or other paint products that could be used for marking, painting or placing graffiti in the Park or on Park facilities are permitted.

2.03. Bikes, skateboards, scooters and roller-skates are only allowed on the designated trail systems provided they are used in a careful and prudent manner and at a rate of speed no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail system, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail system shall yield the right-of-way to any pedestrian.

2.04. Motorized vehicles and equipment are not allowed in the Parks, except on paved roads, driveways and marked parking areas, except as follows:

a. Authorized District vehicles, including vehicles of the District's contractors when engaged in approved District construction, maintenance or repair work and vehicles of District Board members when engaged in official District business; and

b. Vehicles admitted on a temporary basis for the purpose of delivering supplies or materials to patrons using the Parks, when authorized by the Association or Management Staff in writing in advance, provided that no damage is caused to the Park's facilities, grounds or sprinkler systems as a result.

2.05. The possession or use of fireworks within the Parks is prohibited, unless permitted in advance by the Association.

2.06. The consumption of alcoholic beverages is not permitted, unless permitted in advance by the Association or Management Staff.

2.07. No amplified or live music or sound-generating machinery, device or equipment is permitted within one hundred feet (100') of a residential area unless permitted in advance by the Association or Management Staff. No amplified or live music or sound-generating machinery, device or equipment that creates vibrations

apparent to a person of normal sensitivities more than seventy-five feet (75') from the area it is generated and/or that creates sound in excess of seventy-five (75) decibels that is audible more than seventy-five feet (75') from the area it is generated is permitted, unless permitted in advance by the Association or Management Staff.

2.08. No wildlife may be harmed, harassed, hunted, trapped or removed from the Parks unless expressly authorized by the Board.

2.09. Littering is not permitted. All trash generated by park patrons must be collected and disposed of in the trash receptacles provided or removed from the Parks and disposed of properly off of the premises. If trash receptacles are full, additional trash must be placed in plastic trash bags that are tied closed and placed next to the receptacles.

2.10. No signs may be attached to or placed on any Park property without the prior, written approval of the Board or Management Staff. Unauthorized signs may be removed and disposed of without liability to the individual who installed or placed them.

2.11. Moonwalks, inflatables, rock walls, water/splash slides, miniature trains and petting zoos are NOT permitted at any time unless approved in advance by Management Staff

2.12. Confetti and piñatas containing confetti or similar material are not permitted. The throwing of rice is not permitted.

2.13. **USE OF THE PARKS IS AT YOUR OWN RISK.** The Association and District is not responsible for accidents, injuries or loss of personal property. The Parks are unattended. Owners, Tenants and their guests, and Homebuilders, use the Parks at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

2.14. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

2.15. The Board reserves the right to impose additional restrictions on use as the situation warrants.

2.16. Additional rules may be adopted by the Association to regulate usage of the Parks, including deposits, usage fees, commercial activities and large-scale events.

3. **Additional Regulations Applicable to the Ponds**.

3.01. An Owner, Tenant or Homebuilder over the age of eighteen (18) years must accompany at all times children under the age of sixteen (16) years.

3.02. Fishing in the ponds is subject to regulation by the Board. Signage may be posted advising patrons whether "fishing is permitted", "catch and release regulations are in effect", or "fishing is prohibited". Violations of any posted signage will subject the violator to a fine as authorized by these Rules.

3.03. When fishing is authorized under Section 3.01, it is only permitted from the banks of the ponds. No wading or swimming in the ponds is permitted.

3.04. Except for boats being used by District employees or contractors for maintenance purposes, or those approved in advance by the Association, no boat or other apparatus (including kayaks, stand up paddle boards, etc.) are permitted in the ponds without prior approval of the Board or Management Staff.

3.05. No actions that could harm the natural flora and fauna in and around the ponds is permitted. The release or feeding of domestic ducks around the ponds is not permitted, as they may cause harm to the natural environment of the ponds.

4. **Additional Regulations Applicable to Dogs and Use of the Dog Park.**

4.01. General Regulations.

a. All dogs in the Parks must have all required vaccinations, with appropriate tags displayed on their collars. Dog owners or handlers must furnish proof of current vaccinations upon request.

b. Except when in specifically designated "off leash" dog park areas, all dogs must be confined to a leash under the physical control and restraint by their owners or handlers at all times, including when in and around ponds.

c. Dogs that have been determined to be "dangerous dogs" under Chapter 822, Subchapter D of the Texas Health & Safety Code are not permitted in the Parks.

d. All waste generated by a dog while in the Parks must be collected by the dog's owner or handler and disposed of in an appropriate trash receptacle.

5. **Additional Regulations Applicable to "Off Leash" Dog Park Areas.**

5.01. Use of the dog park is at the patron's own risk. THE DISTRICT AND ASSOCIATION ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED BY ANY DOG IN THE OFF-LEASH DOG PARK AREA. All owners and handlers are responsible for any damage or injuries caused by the dogs they bring to the dog park.

5.02. All gates to the dog park must be closed and latched upon entry and departure.

5.03. The small dog enclosure is only for dogs twenty-five (25) pounds and under. The large dog enclosure is only for dogs over twenty-five (25) pounds.

5.04. No dog may be left unattended in the dog park. All dogs must be within the view of and under voice control by a handler over the age of sixteen (16) who is physically capable of controlling his or her dogs.

5.05. No handler may be responsible for more than three (3) dogs on any one visit unless an exception is approved by the Association or Management Staff.

5.06. No large group activities or events, or reservations of the dog park, are permitted without prior Board or Management Staff approval.

5.07. Each handler must have a leash in his or her possession for each dog for which he or she is responsible.

5.08. Dog handlers must prevent all aggressive behavior by their dogs, including aggressive barking, biting, and fighting. Dogs displaying aggressive behavior must be removed from the premises immediately. DOG OWNERS AND HANDLERS ARE RESPONSIBLE FOR THE BEHAVIOR OF THEIR DOGS. AGGRESSIVE DOGS ARE NOT PERMITTED IN THE DOG PARK AT ANY TIME.

5.09. Dogs under four (4) months of age, in heat, or displaying symptoms of illness are not permitted in the dog park.

5.10. Children must be under adult supervision at all times while within the dog park. Running and chasing after the dogs is not permitted.

5.11. Smoking, food, and glass containers are not permitted in the dog park.

ATTACHMENT 11E

EASTON PARK MASTER COMMUNITY, INC.

FITNESS CENTER POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

1. **Use**. The fitness center area of the Community Facilities (the "**Fitness Center**") is available only to Owners, Tenants and their guests, and Homebuilders. Independent contractors are not allowed to utilize the Fitness Center. All users should be properly trained on how to use the equipment in the Fitness Center. No children under the age of sixteen (16) are permitted to use the Fitness Center. All guests must be accompanied by an Owner, Tenant or Homebuilder unless otherwise approved in advance by the Management Staff.

2. **Hours of Operation**. Use of the Fitness Center is only permitted during designated hours, as posted in a location in the Fitness Center area and on the Association's website. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice.

3. **Maintenance**. The Fitness Center and/or surrounding area may be closed for various periods of time to facilitate maintenance and to maintain standards set forth by Applicable Law.

4. **No Private Rental**. The Fitness Center is not available for private rental.

5. **Pets Not Allowed**. Pets are not allowed in the Fitness Center except leashed service animals. Every effort will be made to accommodate those with special needs. Please contact the Management Staff for assistance or questions.

6. **Physician Consultation**. Owners, Tenants and their guests, and Homebuilders, interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

7. **Personal Trainers and Fitness Programs**. Use of personal trainers, group fitness instructors, and other wellness professionals is prohibited in the Fitness Center unless approved in advance by the Management Staff. Any fitness program operated, organized, established, and/or run by the Management Staff shall have priority over all other users of the Fitness Center. The Association and Management Staff are not present to provide personal training, exercise consultation or athletic instruction.

8. **Fitness Center Equipment**. Weights or other fitness equipment may not be removed from the Fitness Center. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the free weights. Free weights and all other fitness equipment shall be replaced to their proper locations after use. Throwing objects or equipment against any wall is prohibited. Owners, Tenants and their guests, and Homebuilders, are responsible for wiping off fitness equipment after each use. Sanitary wipes are provided and can be found throughout the Fitness Center. Any faulty or damaged equipment should be reported to the Association immediately at HOA@EastonParkATX.com.

9. **Attire and Footwear**. Appropriate attire and athletic footwear (covering the entire foot) must be worn at all times within the Fitness Center. Appropriate attire includes t-shirts, tank tops, athletic shorts (no jeans or cut-off jeans), and/or sweat suits. Swimsuits, sandals, flip-flops, and bare feet are not permitted.

10. **Prohibitions**. The following are NOT permitted in the Fitness Center:

a. Rough play;

b. Excessive screaming;

c. Language that is loud, abusive, vulgar, cussing or harassing in nature;

d. Loud or inappropriate music. Personal audio or visual devices may only be used with headphones;

e. Glass containers of any kind and other breakable items. Water is permitted if contained in non-breakable containers with screw top or sealed lids;

f. Food;

g. Hand chalk;

h. Loitering during non-posted hours of operation;

i. Tobacco products, smoking and/or vaping;

j. Use of controlled substances and/or alcoholic beverages; and

k. Public intoxication.

11. **Trash and Debris**. Owners, Tenants and their guests, and Homebuilders, are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

12. **USE OF THE FITNESS CENTER IS AT YOUR OWN RISK**. The Association is not responsible for accidents, injuries or loss of personal property. The Fitness Center is unattended. Owners, Tenants and their guests, and Homebuilders, use the Fitness Center and its equipment at their own risk and are solely responsible for the safety and wellbeing of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

13. **Emergencies**. **FOR INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911.** After contacting 911, if required, all emergencies and injuries must be reported to The Union.

14. **Violation**. Owners, Tenants and Homebuilders shall abide by and comply with Applicable Law, this Fitness Center Policy and the Community Facilities Rules while present at or utilizing the Fitness Center and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of this Fitness Center Policy, the Community Facilities Rules and/or misuse or destruction of Community Facilities property, improvements or equipment may result in the suspension or termination of access rights to Community Facilities as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of Community Facilities property, improvements or equipment.

15. **Additional Restrictions**. The Board reserves the right to amend these restrictions or impose additional restrictions on use as warranted.

Form 401		
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 **Filing Fee: See Instructions**	**Statement of Change of Registered Office/Agent**	**Filed in the Office of the Secretary of State of Texas** **Filing #: 802143382 03/02/2015** **Document #: 593997950004** **Image Generated Electronically for Web Filing**

Entity Information

The name of the entity is :

Easton Park Master Community, Inc.

The file number issued to the entity by the secretary of state is: **802143382**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:

Carey Gunn Venditti

401 Congress Avenue, Se. 2100, Austin, TX, USA 78701

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

☐ A. The new registered agent is an organization by the name of:

OR

☑ B. The new registered agent is an individual resident of the state whose name is:

Todd Davidson

Registered Office Change

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

7800 N. Dallas Parkway, Suite 450, Plano, TX, USA 75024

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Consent of Registered Agent

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

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

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

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

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

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: **March 2, 2015** **Carey Gunn Venditti**

Signature of authorized person(s)

FILING OFFICE COPY

ELECTRONICALLY RECORDED 2015075418
TRV 4 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
cvenditti@winstead.com

EASTON PARK

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR

Travis County, Texas

DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Master Covenant, recorded under Document No. 2015030792, in the Official Public Records of Travis County, Texas, as same may be amended from time to time.

EASTON PARK

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain **Easton Park Master Covenant**, recorded as Document No. 2015030792 in the Official Public Records of Travis County, Texas (the "**Covenant**").

Pursuant to *Section 3.04* of the Covenant, Declarant has the right to appoint and remove all members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

The Declarant hereby removes the following person from the Board of Directors of the Association:

Sharon Murray

The Declarant hereby appoints the following person to the Board of Directors of the Association:

Luke Gosda

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Covenant.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED TO BE EFFECTIVE as of the 15 day of May, 2015.

DECLARANT:

CARMA EASTON LLC, a Texas limited liability company

By: _____
Printed Name: Chad Matheson
Title: CFO

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 15 day of May, 2015, by Chad Matheson, CFO of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

PAIGE STOCKTON
Notary Public, State of Texas
My Commission Expires
November 25, 2017

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
May 15 2015 11:24 AM
FEE: $ 38.00 **2015075418**

Form 401

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

Filing Fee: See Instructions

Statement of Change of Registered Office/Agent

Filed in the Office of the Secretary of State of Texas
Filing #: 802143382 10/27/2015
Document #: 637594810018
Image Generated Electronically for Web Filing

Entity Information

The name of the entity is :

Easton Park Master Community, Inc.

The file number issued to the entity by the secretary of state is: **802143382**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:

Todd Davidson

7800 N. Dallas Parkway, Suite 450, Plano, TX, USA 75024

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

☑ A. The new registered agent is an organization by the name of:

CCMC

OR

☐ B. The new registered agent is an individual resident of the state whose name is:

Registered Office Change

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

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Consent of Registered Agent

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

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

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

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

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

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: **October 27, 2015**

Todd Davidson
Signature of authorized person(s)

FILING OFFICE COPY

EASTON PARK MASTER COMMUNITY, INC.
UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF A MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**"), do hereby consent, pursuant to the Bylaws of the Association and Section 22.220 of the Texas Business Organizations Code, and in lieu of the holding of a meeting of the Board of Directors, to the adoption of the following resolution:

APPROVAL OF ALLISON BECKER AND MATT CHASE AS APPROVER ON BEHALF OF THE BOARD

WHEREAS, the Board of Directors of the Association is of the opinion that it is in the best interest of the Association to allow Allison Becker, Community Manager (the **"Community Manager"**) and Matt Chase, HOA Director (the "**HOA Director**"), on behalf of the Association and without additional approval by the Board which might otherwise be required, to approve and direct payment of the Association's new vendor invoices that do not exceed $5,000.00 and enter into vendor contracts so long as any individual contract does not exceed $5,000.00;

WHEREAS, the Board of Directors of the Association is of the opinion that it is in the best interest of the Association to allow the Community Manager and HOA Director, on behalf of the Association and without additional approval by the Board which might otherwise be required, to approve and direct payment of the Association's vendor invoices for vendor contracts that have previously been approved by the Board, regardless of the amount, and for all utility bills; and

NOW, THEREFORE, IT IS RESOLVED, that this unanimous written consent has been submitted to the undersigned Directors, and all of the terms, conditions, representations, provisions and covenants contained therein are hereby approved and the terms hereof shall remain in effect until otherwise revoked in writing; and

RESOLVED FURTHER, that Alex Papavasiliou, as Secretary of the Association, is hereby authorized and directed, for and on behalf of the Association, to file this consent within the records of the Association.

IN WITNESS WHEREOF, the undersigned have executed this consent as of and effective the 31 day of August, 2017.

[Remainder of page left intentionally blank]

Logan Kimble, Director

Luke Gosda, Director

Alex Papavasiliou, Director

EASTON PARK MASTER COMMUNITY, INC.
UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF A MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**"), do hereby consent, pursuant to the Bylaws of the Association and Section 22.220 of the Texas Business Organizations Code, and in lieu of the holding of a meeting of the Board of Directors, to the adoption of the following resolution:

APPROVAL OF LUKE GOSDA AND ALEX PAPAVASILIOU AS SIGNATORIES ON BEHALF OF THE BOARD

WHEREAS, the Board of Directors of the Association is of the opinion that it is in the best interest of the Association to allow Luke Gosda, Vice President of the Association and Alex Papavasiliou, Secretary/Treasurer of the Association, on behalf of the Association, to execute any document, as necessary, that, generally, is in the purview of the President of the Association;

NOW, THEREFORE, IT IS RESOLVED, that this unanimous written consent has been submitted to the undersigned Directors, and all of the terms, conditions, representations, provisions and covenants contained therein are hereby approved and the terms hereof shall remain in effect until otherwise revoked in writing; and

RESOLVED FURTHER, that Alex Papavasiliou, as Secretary of the Association, is hereby authorized and directed, for and on behalf of the Association, to file this consent within the records of the Association.

IN WITNESS WHEREOF, the undersigned have executed this consent as of and effective the 31 day of August, 2017.

[*Remainder of page left intentionally blank*]

Logan Kimble, Director

Luke Gosda, Director

Alex Papavasiliou, Director

ELECTRONICALLY RECORDED 2017141421

TRV 3 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR AND OFFICERS

Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, in the Official Public Records of Travis County, Texas, as same may be amended from time to time.

EASTON PARK

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR AND OFFICERS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain **Easton Park Amended and Restated Master Covenant**, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), as amended.

Pursuant to *Section 3.04* of the Master Covenant, Declarant has the right to appoint and remove all members and Officers of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby removes the following individual from the Board of Directors of the Association:

Stephen Bentley

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Alex Papavasiliou

The Board of Directors shall now consist of Logan Kimble, Luke Gosda and Alex Papavasiliou.

Declarant hereby appoints the following individuals to the Officer positions herein below:

Logan Kimble – President

Luke Gosda – Vice President

Alex Papavasiliou – Secretary/Treasurer

All prior appointments of Officers are hereby revoked as of the effective date of this Instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Covenant.

[*SIGNATURE PAGE TO FOLLOW*]

EXECUTED TO BE EFFECTIVE as of the date this Instrument is Recorded.

DECLARANT:

CARMA EASTON LLC, a Texas limited liability company

By: _____
Printed Name: CHAD MATHESON
Title: CFO

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 31 day of August, 2017, by Chad Matheson, CFO of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

WEST\277924693.2

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
September 01 2017 08:46 AM
FEE: $ 34.00 **2017141421**

Form 401
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

Statement of Change of Registered Office/Agent

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
SEP 05 2017
Corporations Section

Entity Information

The name of the entity is:

Easton Park Master Community, Inc.

State the name of the entity as currently shown in the records of the secretary of state.

The file number issued to the filing entity by the secretary of state is: 0802143382

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are: CCMC

7800 N. Dallas Parkway Suite 450 Plano, TX 75024

Change to Registered Agent/Registered Office

The certificate of formation or registration is modified to change the registered agent and/or office of the filing entity as follows:

Registered Agent Change
(Complete either A or B, but not both. Also complete C if the address has changed.)

☒ A. The new registered agent is an organization (cannot be entity named above) by the name of:

Alliance Association Management, Inc

OR

☐ B. The new registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

Registered Office Change

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

115 Wild Basin Rd., Suite 308	Austin	TX	78746
Street Address (No P.O. Box)	*City*	*State*	*Zip Code*

The street address of the registered office as stated in this instrument is the same as the registered

RECEIVED
SEP 05 2017
Secretary of State

agent's business address.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing (Select either A, B, or C.)

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

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

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

_____

_____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 8/10/17

President - Associa Hill Country

Signature and title of authorized person (see instructions)

TRV 2017143857
1 PG

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

1. NAME OF SUBDIVISION: **Easton Park Master Community, Inc.**

2. RECORDING DATA FOR SUBDIVISION: **Document Number 2015030792, Official Public Records, Travis County, Texas**

3. RECORDING DATA FOR ASSOCIATION DECLARATION:

NAME OF INSTRUMENT:	**Easton Park Master Community, Inc., AREA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**
RECORDING INFORMATION:	On or about **March 4, 2015, Document Number 2015030792** Official Public Records of **Travis** County, Texas, together with any other filings of records (if any).

4. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:

Associa Hill Country
115 Wild Basin Road Suite 308
Austin, Texas 78746

Phone: (512) 328-6100

5. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:

All parties are to be advised of all pertinent fees that will need to be paid in order to obtain Resale information these include resale processing fees, transfer fees and any other HOA fees that may be dictated in the governing documents. Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of the Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

SIGNED this 10th day of August, 2017.

Easton Park Master Community, Inc.

By: _____
Duly Authorized Agent

Kelley Brewster
Print Name

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on August 10, 2017, by **Kelley Brewster**, duly authorized agent for **Easton Park Master Community, Inc.**, on behalf of said association.

BRIDGET S MARTIN
Notary ID # 125060841
My Commission Expires
October 24, 2020

Bridget S. Martin
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Associa Hill Country
Attn: Bridget Martin
115 Wild Basin Road Suite 308
Austin, Texas 78746

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Sep 06, 2017 03:32 PM
WILLIAMSJ: $26.00 2017143857
Dana DeBeauvoir, County Clerk
Travis County TEXAS

ELECTRONICALLY RECORDED 2018132865

TRV 3 PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com

DLA PIPER

EASTON PARK

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS

Travis County, Texas

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, in the Official Public Records of Travis County, Texas, as same may be amended from time to time.

EASTON PARK

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain **Easton Park Amended and Restated Master Covenant**, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the "**Master Covenant**"), as amended.

Pursuant to *Section 3.04* of the Master Covenant, Declarant currently has the right to appoint and remove all members and Officers of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby removes the following individual from the Board of Directors of the Association:

Logan Kimble

Alex Papavasiliou

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Chad Matheson

Paige Stockton

The Board of Directors shall now consist of Chad Matheson, Luke Gosda and Paige Stockton.

Declarant hereby appoints the following individuals to the Officer positions herein below:

Chad Matheson – President

Luke Gosda – Vice President

Paige Stockton – Secretary/Treasurer

All prior appointments of Officers are hereby revoked as of the effective date of this Instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE TO FOLLOW*]

EXECUTED TO BE EFFECTIVE as of the date this Instrument is Recorded.

DECLARANT:

CARMA EASTON LLC, a Texas limited liability company

By: _____

Printed Name: Chad Matheson

Title: Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 17th day of August, 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
August 21 2018 08:55 AM
FEE: $ 34.00 **2018132865**

EASTON PARK

BOARD OF DIRECTORS' RESOLUTION AND CONSENT OF EASTON PARK MASTER COMMUNITY, INC.

The undersigned, being all the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the ***"Association"***), authorize, by their signature below, the following resolutions, which were adopted or ratified at a Special Meeting of the Board of Directors of the Association, on the 26th day of June, 2019 (the ***"Effective Date"***):

1. Adoption of Third Amended and Restated Policy Manual. RESOLVED, that the Association hereby adopts, ratifies and approves the Third Amended and Restated Policy Manual for Easton Park attached hereto and incorporated herein as ***EXHIBIT "A"*** (the ***"Third Amended and Restated Policy Manual"***).

2. Document Execution. RESOLVED, that Chad Matheson, as Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company (the ***"Declarant"***), is authorized and directed to execute the Third Amended and Restated Policy Manual on behalf of the Association.

3. Ratification and Authorization of Action. RESOLVED, that the Association hereby ratifies all actions taken to date by the Declarant and the Board of Directors of the Association in order to accomplish the adoption of the Third Amended and Restated Policy Manual.

4. Certification. The undersigned certify that the foregoing resolution was approved and adopted by the Board of Directors of the Association pursuant to Article VI of that certain instrument entitled "Second Amended and Restated Bylaws of Easton Park Master Community, Inc.".

EXECUTED on the 26th day of June, 2019, to be effective as of the Effective Date set forth above.

Luke Gosda, Director

Chad Matheson, Director

Paige Kamel, Director

EXHIBIT "A"

THIRD AMENDED AND RESTATED POLICY MANUAL

[to be attached]

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas
Jun 27, 2019 04:19 PM Fee: $314.00
2019095069
Electronically Recorded

AFTER RECORDING RETURN TO:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]

THIS DOCUMENT AMENDS AND RESTATES THAT CERTAIN EASTON PARK SECOND AMENDED AND RESTATED POLICY MANUAL RECORDED AS DOCUMENT NO. 2016028052, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. ALL POLICIES THEREIN HAVE BEEN REPLACED IN THEIR ENTIRETY.

CARMA EASTON, LLC, a Texas limited liability company, as the Declarant under Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as amended, certifies that the foregoing Third Amended and Restated Policy Manual amends and restates in its entirety that certain Second Amended and Restated Policy Manual, recorded under Document No. 2016028052, Official Public Records of Travis County, Texas (the "**Previous Policy Manual**"). This Third Amended and Restated Policy Manual becomes effective when Recorded.

SIGNED on this 17 day of June, 2019.

CARMA EASTON, LLC, a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 27 day of June, 2019, by Chad Matheson, Chief Financial Officer of CARMA EASTON, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

Gigi Whitehead
Notary Public, State of Texas

Cross-reference to Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as the same may be amended from time to time. In the event of a conflict between the terms and provisions of the Documents (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

EASTON PARK

THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]

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THIRD AMENDED AND RESTATED POLICY MANUAL

for

EASTON PARK

A Master Planned Community in Travis County, Texas

I. INTRODUCTION

More than a spot on the map or your destination at the end of the day, a community is a sense of place and belonging – it is your home. A community consists of people who share the same goals and interests as you and your family to make your home an extraordinary place to live, recreate and thrive. **Easton Park is your Community.**

CARMA EASTON LLC, a Texas limited liability company, is the developer of Easton Park. The guiding principles for the Community have been set forth in the governing documents for Easton Park, which include the Development Documents and the Association Documents (both as defined below) and collectively referred to herein as the "**Documents**". The Documents include such instruments as the Easton Park Amended and Restated Master Covenant (the **"Master Covenant"**), any applicable Notices of Applicability, any applicable Development Area Declaration (the "**Development Area Declaration**"), the Design Guidelines, if any, the Amended and Restated Community Enhancement Covenant, and this Third Amended and Restated Policy Manual (the "**Policy Manual**")(collectively, the above referenced documents shall herein be referred to as the **"Development Documents"**), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the **"Declarant"** who has reserved certain rights during the Development Period to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built-out. Furthermore, the Development Documents identify and set forth the obligations of Easton Park Master Community, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Master Covenant (the **"Association"**). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the **"Association Documents"**). It is the Association Documents which are included within this Policy Manual, as further set forth herein.

II. PURPOSE

A successful community evolves when all community stakeholders work together to uphold the vision for the Community through the application and enforcement of the guiding principles and the standards set forth in all of the Documents. Declarant and the Association, as well as builders, owners, residents and visitors all have a role in ensuring the application and enforcement of the guiding principles and the standards of the Community. A reasonable balance must be achieved to uphold not only individual preferences in the Community, but also lend credence to those issues and concerns which have been determined to be in the best interests of the Community as a whole.

With these issues in mind and in furtherance of its obligation under Texas law to record all defined dedicatory instruments, the Declarant has developed this Policy Manual as a compilation of all of the Association Documents currently in effect for the Community. The Policy Manual does not include the Development Documents, which nonetheless bind you and all other Owners and Occupants of the Community. Rather, since all of the Association Documents must now be recorded in the property records as dedicatory instruments, this Policy Manual allows you to access all of such documents in one place rather than as separately recorded instruments.

III. CONTENTS AND PROCESS

The Recorded Policy Manual contains the following Association Documents, the terms and provisions of each of which are applicable to or may be enforced against the Owners and Occupants within the Community as set forth therein: 1) the Certificate of Formation; 2) the Second Amended and Restated Bylaws; 3) the Amended and Restated Fine and Enforcement Policy; 4) the Amended and Restated Assessment Collection Policy; 5) the Amended and Restated Records Inspection, Copying and Retention Policy; 6) the Amended and Restated Statutory Notice of Posting and Recordation of Association Governing Documents; 7) the Amended and Restated Email Registration Policy; 8) the Oak Wilt Policy; 9) the Amended and Restated Community Rules and Regulations; 10) the No Smoking Policy; and 11) The Community Facilities Rules.

As the Association Documents are changed from time to time as determined by the Board, as applicable, or new Rules or other dedicatory instruments are adopted which require recordation in the property records, a Majority of the Board may adopt a Supplement to the Policy Manual to include the documents being changed or added to the Policy Manual and cause such Supplement to be recorded in the property records. If, for any reason, a document is added to the Policy Manual pursuant to a Supplement which has previously been recorded in the property records, the effective date of such document shall the original date of recordation in the Official Public Records of Travis County, unless otherwise provided in the Supplement.

THE POLICIES CONTAINED HEREIN REPLACE ANY PREVIOUSLY ADOPTED AND/OR RECORDED POLICIES IN THEIR ENTIRETY.

Capitalized terms used but not defined in this Policy Manual shall have the meaning subscribed to such terms in the Master Covenant.

This Policy Manual becomes effective when Recorded.

ATTACHMENT 1

CERTIFICATE OF FORMATION

FILED
In the Office of the
Secretary of State of Texas
JAN 26 2015
Corporations Section

CERTIFICATE OF FORMATION
OF
EASTON PARK MASTER COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
NAME

The name of the corporation is: Easton Park Master Community, Inc. (hereinafter called the **"Association"**).

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Easton Park Master Covenant, recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the **"Covenant"**). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Covenant;

(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and

(c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

733795v.4 55981-4

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 401 Congress Avenue, Suite 2100, Austin, Texas 78701. The name of its initial registered agent at such address is Carey Gunn Venditti, Esq.

ARTICLE VI
MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VII
VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE VIII
INCORPORATOR

The name and street address of the incorporator is:

NAME	ADDRESS
Carey Gunn Venditti	401 Congress Avenue, Suite 2100 Austin, Texas 78701

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of

Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME	ADDRESS
Logan Kimble	9737 Great Hills Trail, Suite 260 Austin, Texas 78759
Stephen Bentley	9737 Great Hills Trail, Suite 260 Austin, Texas 78759
Sharon Murray	9737 Great Hills Trail, Suite 260 Austin, Texas 78759

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X
LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI
INDEMNIFICATION

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII
DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or

consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII
ACTION WITHOUT MEETING

Any action required or permitted by law to be taken at a meeting of the members of the Association or Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the members of the Association or Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all the members of the Association or Neighborhood Delegates entitled to vote thereon were present. If the action is proposed by the Association, the Board shall provide each member of the Association or Neighborhood Delegate, as applicable, written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article XIII. Consents obtained pursuant to this Article XIII shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the members of the Association or Neighborhood Delegates, as applicable, at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all members of the Association or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV
AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (⅔) of the total number of votes of the Association, as determined under the Covenant. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 26 day of January, 2015.

Carey Gunn Venditti, Incorporator

ATTACHMENT 2

SECOND AMENDED AND RESTATED BYLAWS
OF
EASTON PARK MASTER COMMUNITY, INC.

ARTICLE I
RECITALS

Section 1. The Amended and Restated Bylaws of Easton Park Master Community, Inc. (the **"Original Bylaws"**), were approved and adopted by CARMA EASTON, LLC, a Texas limited liability company (the **"Declarant"**) on December 3, 2015.

Section 2. Under *Article XII* of the Original Bylaws, Declarant has the right to amend the Original Bylaws until expiration or termination of the Development Period. The Development Period has not expired.

Section 3. Therefore, in accordance with the aforementioned terms of the Original Bylaws, Declarant now desires to and hereby so does amend and restate the Original Bylaws in their entirety, as the Bylaws are set forth hereinbelow.

ARTICLE II
INTRODUCTION

The name of the corporation is Easton Park Master Community, Inc., a Texas nonprofit corporation hereinafter referred to as the "Association." The principal office of the Association shall be located initially in Travis County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "Master Covenant"), including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE III
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning subscribed to such terms in the Master Covenant.

ARTICLE IV
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 4.1. Membership. Each Owner of a Lot or Condominium Unit is a mandatory Member of the Association, as more fully set forth in the Master Covenant.

Section 4.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 4.3. Annual Meetings. There shall be an annual meeting of the Members or Neighborhood Delegates, as applicable, of the Association for the purposes of Association elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 4.4. Special Meetings. Special meetings of Members or Neighborhood Delegates may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 4.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members or Neighborhood Delegates shall be delivered, either personally or by mail, to each Member or Neighborhood Delegate entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member or Neighborhood Delegate at his or her address as it appears on the records of the Association, with postage prepaid. If an election or vote of the Members will occur outside of a meeting of the Members (*i.e.*, by absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 4.6. Waiver of Notice. Waiver of notice of a meeting of the Members or Neighborhood Delegates shall be deemed the equivalent of proper notice. Any Member or Neighborhood Delegate may, in writing, waive notice of any meeting of the Members or Neighborhood Delegates, either before or after such meeting. Attendance at a meeting by a Member or Neighborhood Delegate shall be deemed waiver by such Member or Neighborhood Delegate of notice of the time, date, and place thereof, unless such Member or Neighborhood Delegate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member or Neighborhood Delegate shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member or Neighborhood Delegate on the basis of lack of proper notice is raised before the business is put to a vote.

Section 4.7. Quorum. Except as provided in these Bylaws or in the Master Covenant, the presence of the Members or Neighborhood Delegates, as applicable, representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Master Covenant.

Section 4.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 4.9. Voting. The voting rights of the Members and Neighborhood Delegates shall be as set forth in the Master Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Master Covenant, action may be taken at any legally convened meeting of the Members or Neighborhood Delegates upon the affirmative vote of the Members or Neighborhood Delegates having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot or Condominium Unit shall be entitled to cast the vote allocated to such Lot or Condominium Unit and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. Other than representative voting by Neighborhood Delegates, any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

Section 4.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. On any matter as to which a Member is entitled individually to cast the vote for his Lot or Condominium Unit such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Notwithstanding anything to the contrary in the Documents, Neighborhood Delegates may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Delegate who is only entitled to cast the vote(s) for his or her own Lot(s) or Condominium Unit(s) pursuant to *Section 3.05* of the Master Covenant may cast such vote as provided herein until such time as the Board first calls for election of a Neighborhood Delegate to represent the Neighborhood where the Lot or Condominium Unit is located. Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Applicable Law relating to the use of general proxies and subject to any specific provision to the contrary in the Master Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Member or Neighborhood Delegate, as applicable, present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member or Neighborhood Delegate, as applicable, attends any meeting to vote in person, so that any vote cast at a meeting by a Member or Neighborhood Delegate supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Neighborhood Delegate or Member for which it is given or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot or Condominium Unit for which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: ***"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in***

person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Neighborhood Delegate or Member submitting the ballot can be confirmed; and (c) for which the Neighborhood Delegate or Member may receive a receipt of the electronic transmission and receipt of the Neighborhood Delegate or Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Neighborhood Delegate or Member that contains instructions on obtaining access to the posting on the website.

Section 4.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 4.12* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this section or performs a recount pursuant to *Section 4.12* shall be given access to any Association ballots.

Section 4.12. Recount of Votes. Any Member (the "**Recount Requesting Member**") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "**Recount Request**"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association, pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 4.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members or Neighborhood Delegates, as applicable, may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members or Neighborhood Delegates, as applicable, holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members or Neighborhood Delegates, as applicable, entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members or Neighborhood Delegates at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate, and those thereafter appointed by Declarant during the Development Period, or elected as further set forth below.

(b) In accordance with *Section 3.04* of the Master Covenant, within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots that may be subjected to the terms and provisions of the Master Covenant have been conveyed to Owners other than Declarant or a Homebuilder, the President of the Association will thereupon call a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members or Neighborhood Delegates, as applicable, will elect one (1) Director, for a one (1) year term ("**Initial Member Elected Director**"). The Declarant may appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) years term and shall serve until his or her successor is elected or he or she is replaced in accordance with these Bylaws.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members or Neighborhood Delegates, as applicable, will elect three (3) new directors (to replace all Declarant appointed Directors and the Initial Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Notwithstanding the foregoing provision, if a Voting Group Designation is filed in accordance with the Master Covenant such designation may establish a different number of Board members to be elected at the Member Election Meeting provided that in any event the number of Board members shall be no less

than three (3) in number. The Voting Group Designation may also assign an initial term to each Board member position. A Voting Group Designation which establishes a different number of Board members and the initial terms of such Board members shall be deemed an amendment to the Bylaws. Upon expiration of the term of a Director elected by the Members or Neighborhood Delegates pursuant to this *Section 5.1(c)*, his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he or she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of a corporation, partnership or other entity ownership of a Lot or Condominium Unit, a duly authorized agent or representative of the corporation, the partnership, or other entity which owns a Lot or Condominium Unit. The corporation, partnership, or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 5.2. Compensation. The Directors shall serve without compensation for such service.

Section 5.3. Designation of Voting Groups by Declarant. Declarant may (but is not obligated to) designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing directors to the Board. If Neighborhood Delegates are elected, such Neighborhood Delegates within each Voting Group shall vote on a separate slate of candidates for election to the Board. The Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period by Recording a written instrument identifying each Voting Group by legal description or other means such that the Lots and Condominium Units within each Voting Group can easily be determined. Such designation may be amended from time to time by Declarant, acting alone, at any time prior to the expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Board will have the right by Recording an appropriate written instrument to amend any existing designation of Voting Groups, or to designate new Voting Groups, upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a written instrument establishing Voting Groups has been Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

Section 5.4 Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his or her filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his or her intention to seek reelection in a writing addressed to the Board of Directors.

Section 5.5. Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his or her position on the Board of Directors, the successor Director shall be re-elected or his or her successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any

Board Member whose term has expired or who has been removed from the Board must be elected by the Members or the Neighborhood Delegates, as applicable.

Section 5.6. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 5.1* of these Bylaws, an elected Director may be removed, with or without cause, by the Majority of the Members or Neighborhood Delegates, as applicable, which elected such Director. In the event Voting Groups are established pursuant to the Master Covenant, only the Neighborhood Delegates within the Voting Group may vote to remove the Director elected from such Voting Group.

Section 5.7. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "**Solicitation Notice**") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 5.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 6.1. Development Period. The provisions of this *Article VI* do not apply to Board meetings during the Development Period (as defined in the Master Covenant) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 6.10*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 6.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 6.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 6.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 6.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized

orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 6.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 6.8. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 6.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10^{th}) day or earlier than the sixtieth (60^{th}) day before the date of the meeting; **or** (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 6.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 6.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 6.11. Meeting Without Prior Notice. The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members, if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 6.9* above consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction

of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 6.12. Telephone and Electronic Meetings. A meeting of the Board may be held by electronic or telephonic means provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD

The Board shall have power and duty to undertake those actions to which the Association is authorized to take in accordance with the Master Covenant and Applicable Law.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other offices as may be created by the Declarant during the Development Period, and the Board by resolution thereafter, setting forth the term, authority and duties thereof.

Section 8.2. Appointment; Election of Officers. Until the expiration or termination of the Development Period, officers shall be appointed and removed by Declarant, and elected by the Board thereafter at the first meeting of the Board following each annual meeting of the Members.

Section 8.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. During the Development Period, any officer may be removed from office with or without cause by Declarant, and the Board after expiration or termination of the Development Period. Any officer may resign at any time by giving oral or written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. During the Development Period, any officer may be removed from office with or without cause by Declarant, and the Board after expiration or termination of the Development Period. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 8.4*.

Section 8.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

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

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 8.9. Execution of Instruments. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE IX
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two (2) or more Members, which may include Declarant and/or one or more Board members (with such alternates, if any, as may be deemed desirable), to a committee for any purpose; provided, that any such other committee or committees shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Master Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Master Covenant.

ARTICLE XII
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XIII
AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors.

ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director. Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other Applicable Law at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

ARTICLE XV
MISCELLANEOUS

Section 15.1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 15.2. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 15.3. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Master Covenant and these Bylaws, the Master Covenant shall control. In the case of any conflict between these Bylaws and any provision of Applicable Law, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 15.4. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 15.5. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

1. Background. Easton Park is subject to that certain Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"). In accordance with the Master Covenant, Easton Park Master Community, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Master Covenant. Unless the Master Covenant or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Certificate, Bylaws, Policy Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Annexation, the Community Enhancement Covenant, and any rules and regulations promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as each may be adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Master Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the **"Act"**). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents

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

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

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

5. Violation Notice. Except as set forth in *Paragraph 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records)(the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the

Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq.), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

A. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the Schedule of Fines may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the Schedule of Fines.

C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

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

violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety, and the Owner does not request a hearing as set forth herein. If a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 5.11* of the Master Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of the Master Covenant. Unless otherwise provided in the Master Covenant, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Master Covenant.

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

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

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

Schedule of Fines

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

FINES:

New Violation: **Notice of Violation**	**Fine Amount:** $25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)
Repeat Violation (No Right to Cure or Uncurable Violation):	**Fine Amount:** 1st Notice $50.00 2nd Notice $75.00 3rd Notice $100.00 4th Notice $125.00
Continuous Violation: **Continuous Violation Notice**	**Amount TBD**

CONSTRUCTION FINES:

Pursuant to the Documents, any construction activities within Easton Park are subject to fines which may be assessed pursuant to the schedule of fines as follows:

Premature Clearing	$500
Construction Without Easton Park Reviewer Approval	$500
Inadequate Construction Entry	$250
Inadequate/Removed Silt Fence	$250
Excessive Mud/Debris on Street	$250 plus $50/day
Excessive Construction Debris	$250 plus $50/day
No Dumpster Provided	$150 plus $50/day
No Chemical Toilet Provided	$150 plus $25/day
Violation of designated Construction Times (Mon-Sat; 7am–7pm)	$100
Encroachment on Adjacent Properties	$500 plus repair cost
Damage to Streets, Curbs, Infrastructure	$500 minimum
Failure to Obtain Inspection from the Easton Park Reviewer upon Completion of Construction	$500 minimum
Miscellaneous Violation of Construction Rules	TBD by Easton Park Reviewer

The Board may elect to purse such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, severity, frequency, and effect of the violation.

EXHIBIT A
HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Documents sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 4

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Easton Park is subject to the Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas, and any amendments or supplements thereto (the "**Master Covenant**"). The operation of the Community is vested in the Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Certificate, Bylaws, Policy Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, the Community Enhancement Covenant, and any rules and regulations promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by Applicable Laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in *Paragraph 3-A*.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) for the Owner to cure the delinquency before further collection action is taken. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-E. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-F. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-G. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-H. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-I. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.

5-J. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-K. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 6. GENERAL PROVISIONS

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

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and Applicable Law.

6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

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

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.

Note: Texas statutes presently render null and void any restriction in the Master Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Master Covenant.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:

   a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Master Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2015, and the retention period is five (5) years, the retention period begins on December 31, 2015 and ends on December 31, 2020. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 — CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

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

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

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

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

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

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

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

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

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

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

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

(B) A remote storage facility.

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

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

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

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

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

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

(e) Overhead charge.

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

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

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

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

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

(g) Remote document retrieval charge.

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

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

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

(h) Computer resource charge.

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

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

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

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

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

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614.

ATTACHMENT 6

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Master Covenant, the Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Master Covenant as the "Documents."

2. **Recordation of All Documents.** The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents.** The Association shall make all of the Recorded Documents relating to the Association or Development available on a website if the Association or a management company, on behalf of the Association, maintains a publicly accessible website.

ATTACHMENT 7

EASTON PARK MASTER COMMUNITY, INC.
AMENDED AND RESTATED EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as amended and supplemented from time to time.

1. **Purpose**. The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration**. Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

3. **Failure to Register**. An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 8
EASTON PARK MASTER COMMUNITY, INC.
OAK WILT POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

I. Oak Wilt

A. Disclosure of Information Regarding Oak Wilt.

Oak Wilt is a disease that has long been recognized as causing massive tree losses in the Texas Hill Country. It has now been identified in 55 Texas counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live oak, Shumard red oak, Southern red oak, Spanish oak, blackjack oak, pin oak and water oak are native oak species that are susceptible to the oak wilt fungus. They are members of the red oak group and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks, white oaks and post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die.

B. Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. Additionally, veinal necrosis, interveinal chlorosis and tipburn are also symptoms of oak wilt. For further identification information, see Texas Cooperative Extension TAMU System Tubakia Leaf Spots on Oaks leaflet, attached hereto as Exhibit "A." Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this policy to prevent the spread of Oak Wilt.

C. Treatment/Prevention.

(1) *Isolation.* In order to prevent the transmission of Oak Wilt, an Owner shall create a barrier by digging a trench of a minimum depth of 48" in order to isolate the infected tree.

(2) *Treatment.* Owner shall either remove the dead/infected tree or shall be chemically treated at the sole discretion of a recommended arborist professional.

(3) *Pruning.* Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees shall be performed when possible from July 1st to January 1st. Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to and in between cutting any oak trees as a precaution.

(4) *Firewood.* Firewood originating from oak trees shall be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by a clear plastic to prevent disease-baring insects from escaping.

II. Enforcement.

A. Parties. In accordance with the terms and provisions of the Documents for Easton Park, as defined under Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records for Travis County (the **"Master Covenant"**), any Owner at such Owner's own expense, Carma Easton, LLC, a Texas limited liability company (the **"Declarant"**) and Easton Park Master Community, Inc. (the **"Association"**) each and all have the right to enforce the provisions of this policy.

B. Interpretation. In the event of any dispute regarding the effect or application of this policy, the interpretation of the Board of the Association will be final.

C. Nuisance. Every act or omission whereby any provision of this policy is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, the Association or Travis County or other applicable governmental authority.

D. Self-Help. Any Owner who fails to undertake the requirements set forth herein resulting in trees on an Owner's Lot in violation of this policy or may be treated for Oak Wilt by the Association, who has the authority to enter into and upon an Owner's Lot to treat such trees and the cost of which shall be at the expense of the Owner as permitted under *Section 3.08(e)* of the Master Covenant and other applicable provisions of the Documents, including the Fine and Enforcement Policy set forth in the Policy Manual for the Association. The Association expressly disclaims any liability for damage to property on which the Association exercises this self-help remedy as further set forth in the Master Covenant.

E. Fines. The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy.

F. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.

Any questions regarding this policy should be directed to the Association's community manager.

EXHIBIT "A"

Texas Cooperative EXTENSION
The Texas A&M University System

Texas A&M Dallas Research and Extension Center
17360 Coit Road
Dallas, TX 75252

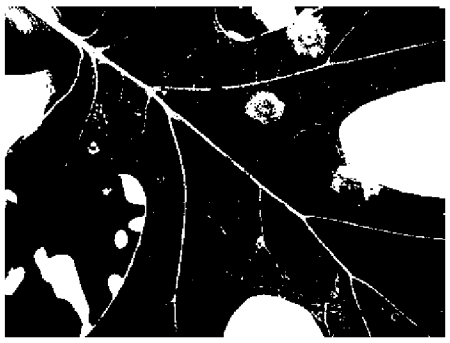
Tubakia (Actinopelte) Leaf Spot on Oaks

This disease can occur on many species of oak, but are most prevalent on red oaks.

SEVERE INFECTIONS on RED OAK

CAUSAL AGENT
Tubakia (formerly known as *Actinopelte*) *dryina* (fungus)
The fungus survives over the winter in affected twigs and foliage. In the following growing year, overwintering spores of this fungus are disseminated by wind and rain-splashing.

ENVIRONMENTAL CONDITIONS
This disease is most severe in late summer and early fall. This disease is more prevalent during years that are wet. Also, this disease often occurs on oak trees that are under various stresses such as nutritional deficiencies, in particular iron deficiency. Newly transplanted trees are more susceptible to attacks by this fungus than well-established trees.



SYMPTOMS
Leaf spots are circular in shape with a diameter of ¼ - ½ inches, and are dark to reddish brown in color. Spots may coalesce to form irregular blotches. Spots are also typically surrounded by a chlorotic (yellowing) halo. Severe infected leaves prematurely defoliate.

MANAGEMENT
Determine the stress factors that may be predisposing the oak tree to this fungal pathogen. If possible, correct the conditions to minimize stress on the tree. With newly transplanted tree, ensure proper mulching and fertilization to encourage establishment. Infected leaves should be collected and destroyed to minimize the spread of the disease. Removal of some branches to increase air movement will also help minimize incidences of tubakia leaf spot. Trees that are severely defoliated by this fungus should be fertilized slightly more than normal to stimulate new growth. Although chemical treatments are not warranted, several broad spectrum fungicides are available for use as a preventative measure. For more information, please contact your local Extension county agent.

Prepared by

Dr. Kevin Ong, Assistant Professor and Extension Plant Pathologist
Texas Cooperative Extension; The Texas A&M University System.
August 27, 2002

Agriculture and Natural Resources • Family and Consumer Sciences • 4-H and Youth Development • Community Development
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ATTACHMENT 9

AMENDED AND RESTATED COMMUNITY RULES AND REGULATIONS

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AMENDED AND RESTATED COMMUNITY RULES AND REGULATIONS

These Amended and Restated Community Rules and Regulations (these "**Rules**") have been adopted for the benefit of the Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**") which governs that certain master planned community more commonly known as Easton Park in Travis County, Texas (the "**Community**"). These Rules are in addition to the provisions of the Easton Park Amended and Restated Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "**Master Covenant**") and the Certificate, Bylaws, Policy Manual, Community Enhancement Covenant, Design Guidelines, any applicable Development Area Declaration, any applicable Notices of Applicability as each may be amended from time to time, and any other Rules promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively referred to as the "**Documents**"). By owning a Residential Lot (as defined in the Master Covenant), each Owner and Occupant agrees to abide by these Rules and to comply with the obligations of Owners and Occupants under the Documents.

Words and phrases defined in the Master Covenant have the same meaning when used in these Rules. For the purposes of these Rules, the "**Area of Common Responsibility**" includes all of the Common Area and Special Common Area, and may also include Lots or portions of Lots and property dedicated to the public or other District (such as a municipal utility district), such as parkland, access roads or rights-of-way. The Area of Common Responsibility may include, but is not limited to:

(a) all Common Area and related facilities including but not limited to all landscaping and other flora, parks, ponds, signage, structures, monumentation and other Improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Common Area;

(b) landscaping within parkland, access roads or rights-of-way within or adjacent to the Community;

(c) such portions of any additional property as may be included within the Area of Common Responsibility as Designated by the Board or the Declarant (during the Development Period) or any easement or agreement for maintenance entered into by, or otherwise binding on the Association; and

(d) any property and facilities that the Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and some or all of its Members. Any such property or facilities shall be identified by Declarant by written notice to the Association, and they shall remain part of the Area of Common Responsibility and be maintained by the Association until the Declarant revokes such privilege of use and enjoyment by written notice to the Association.

A. COMPLIANCE

A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with all of the Documents by the Occupants of the Owner's Residential Lot, and any respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "**Owner**" or "**Occupant**", each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Occupant is responsible. Any question regarding these Rules should be referred to the Association. The Association has the right to enforce these Rules against any person. All Owners are subject to the Association's Fine and Enforcement Policy set forth in the Policy Manual in regard to enforcement of these Rules and all Documents of the Association.

A-2. Additional Rules. Each Owner and Occupant must comply with any rules and signs posted from time to time by the Association. Each Owner and Occupant must comply with notices communicated by the Association, from time to time, which may include seasonal or temporary rules, or notice of a change affecting the Community. Posted and temporary rules are incorporated in these Rules by reference.

A-3. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the "Community Etiquette" rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a Community-wide problem. The Association may not be compelled by one Owner or Occupant to enforce these Rules against another Owner or Occupant. The Association encourages cooperation and civility among all Owners and Occupants.

B. OBLIGATIONS OF OWNERS AND OCCUPANTS

B-1. Damage. An Owner or Occupant is responsible for any loss or damage he or she causes within the Community. Additional information related to insurance, risk management, and reimbursement requirements is set forth in the Master Covenant.

B-2. Garage, Estate, Vehicle and Bankruptcy Sales. Without the Board's prior written permission, no person may conduct on his or her Residential Lot or an Area of Common Responsibility, a sale or activity that is advertised or attractive to the public, bankruptcy sales or "going out of business" sales; vehicles that are "For Sale" are not allowed to be stored within view of any Area of Common Responsibility or public right of ways. Notwithstanding the foregoing, each Residential Lot shall be permitted to have up to two (2) garage sales or estate sales within any twelve (12) month period. This Section does not apply to marketing the sale or rental of a Residential Lot, unless combined with a prohibited activity.

C. OCCUPANCY STANDARDS

C-1. Numbers. The maximum number of persons who may occupy a Residential Lot is (a) two (2) persons per bedroom for those Owners or Occupants who have familial status among the other residents (as such familial status is defined under the Fair Housing Act) or (b) one (1) more person than the number of bedrooms in the residence when such familial status does not exist. For purposes of these Rules, occupancy means residing in the completed residence on such Residential Lot in excess of thirty (30) continuous days or sixty (60) days total in any 12-month period.

C-2. Leases. Leases must be made subject to all of the Documents, including these Rules, and an Owner is responsible for providing his or her tenant (an Occupant) with copies of all of the Documents and these Rules and notifying him or her of any changes thereto. Each Occupant is subject to and must comply with all provisions of the Documents, these Rules, federal and state laws, and local ordinances. Notice of any lease must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

C-3. Minors. No person under the age of eighteen (18) years may occupy a Residential Lot unless he lives with an Owner or Occupant who is his or her parent, legal guardian, or a designee of his or her parent or legal guardian. Upon request by the Association, an Owner will provide satisfactory proof of the ages and guardian status of any minor occupant.

D. FIRE AND SAFETY

D-1. Safety. Each Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person to whom the Owner or Occupant has a duty of care, control, or custody.

D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on an Area of Common Responsibility.

D-3. Grills, Fire pits and Chimeneas. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is

unattractive or oversized for the area in which it is kept. On permitted grills, fire pits and chimeneas, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near flammable or combustible materials.

D-4. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in an Area of Common Responsibility, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.

D-5. Security. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN AN AREA OF COMMON RESPONSIBILITY DESIGNED TO MAKE THE AREA OF COMMON RESPONSIBILITY LESS ATTRACTIVE TO INTRUDERS THAN IT OTHERWISE MIGHT BE. THE ASSOCIATION, ITS DIRECTORS, COMMITTEES, MEMBERS, AGENTS, AND EMPLOYEES WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN AN AREA OF COMMON RESPONSIBILITY, AND MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER, OCCUPANT, GUEST, AND INVITEE ON AN AREA OF COMMON RESPONSIBILITY ASSUMES ALL RISK FOR LOSS OR DAMAGE TO HIS OR HER PERSON, TO HIS OR HER RESIDENCE, TO THE CONTENTS OF HIS OR HER RESIDENCE, AND TO ANY OTHER OF HIS OR HER PROPERTY. THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, EQUIPMENT, OR MEASURES RECOMMENDED, INSTALLED, OR UNDERTAKEN.

E. GENERAL USE AND MAINTENANCE OF RESIDENTIAL LOT

E-1. Residential Use. Each Residential Lot must be used solely for private single family residential purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Residential Lot, except an Owner or Occupant may conduct business activities within a residence so long as:

a. such activity complies with all the applicable zoning ordinances (if any);

b. the business activity is conducted without the employment of persons other than the residents of the home constructed on the Residential Lot;

c. the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business on any Residential Lot, sound, or smell from outside the home;

d. the business activity does not involve door-to-door solicitation of residents within the Community;

e. the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Community which is noticeably greater than that which is typical of homes in which no business activity is being conducted;

f. the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community as may be determined in the sole discretion of the Board; and

g. the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the

provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration.

Notwithstanding the foregoing, different standards of permitted business activities within a residence may be established for specific types of residences, or in certain designated areas as may be determined from time to time by the Declarant (during the Development Period) or the Board thereafter.

E-2. Maintenance. The Owners and/or Occupants of each Residential Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Residential Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Residential Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Residential Lot between such subdivision perimeter fence and any boundary line of such Lot. Declarant has reserved the right under the Master Covenant to designate a portion of any Residential Lot as a "Service Area". A Service Area designation may provide that the Association will assume responsibility for certain maintenance tasks otherwise allocated to an Owner (*e.g.,* yard maintenance). Nothing in this *Section E-2* will be construed to limit the Declarant's or the Association's ability to designate Service Areas or provide the maintenance services which would be the responsibility of an Owner. The Easton Park Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section E-2* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Easton Park Reviewer, in its sole discretion:

a. Prompt removal of all litter, trash, refuse, and wastes.

b. Lawn mowing.

c. Tree and shrub pruning.

d. Watering.

e. Keeping exterior lighting and mechanical facilities in working order.

f. Keeping lawn and garden areas alive, free of weeds, and attractive.

g. Keeping planting beds free from turf grass.

h. Keeping sidewalks and driveways in good repair.

i. Complying with all government, health and police requirements.

j. Repainting of Improvements.

k. Repair of exterior damage, and wear and tear to Improvements.

E-3. Maintenance of Right of Way. Each Owner or Occupant will be responsible, at such Owner's or Occupant's sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the landscaping, including trees, in good order and repair and in a safe, clean and attractive condition, and maintaining, repairing and replacing the irrigation system, in good order and repair and in a safe, clean and attractive condition, between the boundary of such Owner's Residential Lot and the curb or property line of any adjacent public space, right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is undertaken by the Association by written resolution executed by a majority of the Board or the ST Landscape Area is designated as a Service Area.

E-4. Combustibles. An Owner or Occupant may not store or maintain, anywhere within a Residential Lot explosives or materials capable of spontaneous combustion. Notwithstanding the foregoing, gasoline containers 5 gallons and under and propane tanks for barbecue grills are permitted.

E-5. Report Malfunctions. An Owner or Occupant will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of an Area of Common Responsibility which the Association has a duty to maintain.

E-6. Cable. An Owner or Occupant who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. An Owner or Occupant who obtains cable service through the Association is responsible for the proper use, maintenance, and return of cable connections or equipment, if any.

E-7. Reception Interference. Each Owner or Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Community.

E-8. Compliance with Laws. EACH OWNER OR OCCUPANT SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL APPLICABLE LAWS, RULES, ORDINANCES, STATUTES, REGULATIONS, OR REQUIREMENTS OF ANY GOVERNMENTAL AGENCY OR AUTHORITY WITH RESPECT TO THE OCCUPANCY AND USE OF A RESIDENTIAL LOT.

E-9. Signs. All signage which is externally visible on any portion of the Residential Lot must be approved by the Easton Park Reviewer and is subject to those limitations as set forth in *Section 2.08* of that certain Easton Park Amended and Restated Development Area Declaration [*Residential*] recorded in the Official Public Records of Travis County, Texas.

E-10. Maintenance of Walls. These Maintenance Requirements apply to every Lot, parcel, or Area of Common Responsibility in the Development on which a Wall is located or which has a Wall on or along one or more of its boundaries:

a. If the Wall includes a drainage system, the Owner, Occupant or the Association, as applicable, shall periodically inspect and repair the drainage system to ensure it is not clogged and that there are no leaks. The Owner, Occupant or the Association, as applicable, shall maintain the grade at the top and sides of the Wall to ensure that water is diverted away from the Wall and that drainage system is not impaired.

b. The Owner, Occupant or the Association, as applicable, shall periodically inspect the base of the Wall to ensure that the ground on which the Wall stands is not eroding or moving, and to backfill or otherwise repair any erosion promptly.

c. The Owner, Occupant or the Association, as applicable, shall monitor increases in weight on the top of the Wall, as well as inspect the vertical face of the Wall for bowing which may occur as a result of pressure on the Wall. The Owner, Occupant or the Association, as applicable, shall promptly remove any damaging weight to the Wall and otherwise repair any damage resulting therefrom.

d. The Owner, Occupant or the Association, as applicable, shall monitor trees and other plantings above and around the Wall that may adversely affect moisture levels behind or below the Wall or whose root systems may damage the Wall. Any trees and other plantings that are damaging the Wall shall be pruned or, if necessary, removed promptly and any damage therefore shall be repaired promptly.

e. The Owner, Occupant or the Association, as applicable, shall monitor the Wall for cracks and professionally repair any cracks that are 1/4 inch in width or greater. The Owner, Occupant or the Association, as applicable, shall also periodically inspect the Wall for missing or deteriorated joint fillers, joint sealant, and mortar joints, particularly after severe freeze and thaw cycles, or after severe wet and dry cycles. The Owner, Occupant or the Association, as applicable, shall periodically inspect the Wall for signs of distress, such as breakage in the mortar, severe cracking, tilting or bulging, or dislodged rocks and stones used to construct the Wall, and repair any such damage promptly.

f. The Owner, Occupant or the Association, as applicable, shall protect the Wall from excavation, trenching, and burrowing animals, and have any such animals promptly relocated.

g. Any Owner desiring to have stain on any exterior wood fencing on any Owner's Residential Lot shall either: (i) contact the Association's office to arrange to have the fence stained by the Association with costs to be payable to the Owner as an Individual Assessment; or (ii) perform the staining himself or herself utilizing the required stain and stain color as set forth below; and (iii) in either case, the only stain and stain color permitted on an Owner's exterior wood fencing is any stain which is set forth in the Design Guidelines.

h. Any part of the fence that is visible from any street shall be routinely re-stained (no less than every four years) in the approved stain color and the Easton Park Reviewer and/or the Association shall have the right to re-stain such visible portion of the fence which has not been re-stained or has not been re-stained in the approved stain color and charge the expense to the Owner pursuant to the terms and provisions of the Master Covenant and other provisions of the Documents. The Association expressly disclaims any liability for damage to property on which the Association exercises this remedy as further set forth in the Master Covenant.

F. GENERAL USE AND MAINTENANCE OF AREAS OF COMMON RESPONSIBILITY

F-1. Grounds. The landscaped areas, lawns, beds, plant materials, parks, neighborhood parks, trails, greenbelts and open spaces in an Area of Common Responsibility, including but not limited to neighborhood parks and amenity centers, are collectively referred to as the "**Grounds**." The Grounds are subject to the following Rules, which may change at any time and from time to time as determined by the Board.

a. Owners and Occupants may not abuse or misuse any portion of the Grounds – stepping or trampling on or in landscaped areas, beds or plant materials is strictly prohibited. Any conduct deemed by the Association to be dangerous or unwarranted is grounds for a word of caution, a reprimand, or suspension from the Grounds. Use of the Grounds may be denied if Association fees or other due amounts remain unpaid. Use of the Grounds is AT YOUR OWN RISK.

b. Access to any portion of the Grounds, may be limited from time to time due to occupancy limits, weather, the condition of the Grounds or maintenance or other appropriate reason. Any portion of the Grounds is closed when an official "CLOSED" sign is posted. Use or access to areas within the Grounds posted as "RESTRICTED" is not permitted.

c. Each Owner or Occupant is responsible for cleaning up all trash and other debris occasioned by his or her use. Trash and debris must be deposited in appropriate trash receptacles. Littering or dumping of any type of debris, trash, waste is prohibited.

d. There shall be no rough play permitted on or about the Grounds. Rowdiness, boisterous behavior, excessive noise or interference with others using the Grounds is specifically prohibited.

e. No glass objects or glass containers of any kind are allowed or permitted on or about the Grounds.

f. No weapons of any kind are permitted on property owned by the Association. The discharge of firearms, pellet guns, bow and arrows, slingshots and other hazardous items is prohibited

g. Radios, televisions and the like may be listened to only if played at a sound level which is not offensive to others on or about the Grounds, or shall be operated with headphones. Nuisances, such as loud music and inappropriate behavior, are prohibited.

h. Children under the age of twelve (12) must have adult supervision at all times while on the Grounds.

i. At the discretion of the Association, certain periods of the normal Grounds hours may be set aside for specialized activities (*e.g.*, community fun run or similar activity). To the extent these activities are sponsored by the Association, these activities will be open to all interested residents. Scheduled times for these activities will be posted.

j. Daily operating hours are from dawn to dusk, unless otherwise posted. Use of the Grounds is not allowed after dusk, unless otherwise posted.

k. Horses and motorized vehicles are prohibited.

l. No construction of any kind is permitted in the Grounds.

m. Do not feed any wildlife except for ducks or other water fowl.

n. No hunting, camping, or loitering of any kind whatsoever is allowed.

o. No cooking or fire of any nature is allowed, except in designated picnic areas.

p. Disturbing the bedding of landscaped areas is prohibited - be cautious of plants and wildlife in their native habitat. Notwithstanding the foregoing, walking through certain landscaped areas that have paths or designated areas for pedestrian use is permitted.

q. Report any damage to or concerns about the Grounds to the Association.

r. Damages to the Grounds may result in the assessment of repair and replacement costs, or other penalties.

s. No sign, banner, decoration, or displays of any kind will be allowed within the Grounds other than signs related to their use as approved by the Board of Directors of the Association.

t. Use of Grounds may be denied if Association fees or other due amounts remain unpaid.

F-2. Private Functions. Owners or Occupants interested in using portions of an Area of Common Responsibility for social, personal, charitable or political parties or events should contact the Association's office for requirements and reservation forms and shall be subject to the Association's Reservation and Rental Policies and Procedures as set forth in the Association's Policy Manual.

F-3. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on an Area of Common Responsibility, except by the Board or with the Board's prior written consent. Items of personal property found on an Area of Common Responsibility are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

G-1. Courtesy. Each Owner and Occupant will endeavor to use his or her Residential Lot and the Areas of Common Responsibility in a manner calculated to respect the rights and privileges of other Owners or Occupants.

G-2. Noise and Odors. Each Owner or Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners or Occupants of other Residential Lots. Loud vocalizations and boisterous conduct on the Areas of Common Responsibility is expressly prohibited.

G-3. Community Activities. In planning community activities on an Area of Common Responsibility or at an Owner's or Occupant's Residential Lot, an Owner or Occupant should be aware of the potential consequences of the parking resources and the sensibilities of other Owners and Occupants. For any such activity that an Owner or Occupant expects to produce a higher-than-customary level or duration of noise or other disturbance, the Owner or Occupant will make a diligent effort to give Owners/Occupants of adjoining Residential Lots timely prior notice of the event, as a courtesy. If an event on a Residential Lot is expected to attract twenty (20) or more guests, the Owner or Occupant shall provide the Association timely prior written notice of the event.

G-4. Drones. For purposes of these Rules, a "drone" is defined as any unmanned aerial vehicle. Other than commercial deliveries by drone, the delivery areas for which (if any at all) may be designated from time to time by the Board, the use of any drones, by an Owner or Resident in the Community is strictly limited to an Owner or Resident's Lot. Drone use in the front yard is permitted on so long as the drone does not operate beyond the height of the residence. Drone use in the backyard shall not exceed the height of the fence in operation. Drone use in any side yard is strictly prohibited.

H. VEHICLE RESTRICTIONS

H-1. Vehicles. A vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted within the Community without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated except to provide transportation to and from a Residential Lot.

H-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited in driveways except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

H-3. Obstructions. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. Residents are not to block or otherwise obstruct access to any joint-use driveway or Special Common Area.

H-4. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Residential Lot by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

I-1. General Duty. Owners or Occupants will endeavor to keep their Residential Lot clean and will dispose of all refuse using the receptacles designated specifically by the Association or by the City for that purpose. Owners and Occupants may NOT litter in the Areas of Common Responsibility.

I-2. Hazards. Owners and Occupants may NOT store trash within his or her Residential Lot in a manner that may permit the spread of fire, odors, seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, an Owner or Occupant will ensure that the debris is thoroughly cold.

I-3. Excess Trash. Owners and Occupants must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

J. PETS

J-1. Disturbance. Pets must be kept in a manner that does not disturb another Owner's or Occupant's rest or peaceful enjoyment of his or her Residential Lot or the Areas of Common Responsibility. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for unreasonable or repeated periods of time.

J-2. Damage. EACH OWNER OR OCCUPANT IS RESPONSIBLE FOR ANY PROPERTY DAMAGE, INJURY, OR DISTURBANCE HIS OR HER PET MAY CAUSE OR INFLICT. A OWNER OR OCCUPANT WHO KEEPS A PET ON HIS OR HER RESIDENTIAL LOT IS DEEMED TO INDEMNIFY AND AGREES TO HOLD HARMLESS THE BOARD, THE ASSOCIATION, AND OTHER OWNERS AND OCCUPANTS, FROM ANY LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATEVER RESULTING FROM ANY ACTION OF HIS OR HER PET OR ARISING BY REASON OF KEEPING OR MAINTAINING THE PET ON HIS OR HER RESIDENTIAL LOT.

J-3. Pet Waste Removal. Each Owner or Occupant is responsible for the removal of his or her pet's wastes from the Areas of Common Responsibility. The Board may levy a fine against a Residential Lot and its Owner each time feces are discovered on the Areas of Common Responsibility and attributed to an animal in the custody of that Residential Lot's Owner or Occupant.

J-4. Removal. If an Owner or Occupant or his or her pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Owner, Occupant or other person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Owner or Occupant, upon written notice from the Board, may be required to remove the animal. Each Owner or Occupant agrees to permanently remove his or her violating animal from the Community within ten (10) days after receipt of a removal notice from the Board.

K. MISCELLANEOUS

K-1. Parties. In accordance with the terms and provisions of the Documents, any Owner at such Owner's own expense, the Declarant and the Association will have the right to enforce the provisions of these Rules.

K-2. Interpretation. In the event of any dispute regarding the effect or application of these Rules, the interpretation of the Board will be final.

K-3. Enforcement and Fines. The Association may enforce these Rules and impose fines for any violation pursuant to the provisions of the Association's Fine and Enforcement Policy, as the same may be set forth in the Policy Manual and amended from time to time.

K-4. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of these Rules, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.

K-5. Mailing Address. An Owner who receives mail at any address other than the address of his or her Residential Lot must maintain with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Residential Lot is deemed effective for purposes of delivery. Any Owner desirous of utilizing email for the purposes of receiving or sending formal notices and correspondence with the Association shall first register such Owner's email address with and shall thereafter be subject to the procedures set forth in the Email Registration Policy contained in the Policy Manual.

K-6. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest which may be regulated by these Rules or by such other rules or policies adopted by the Association from time to time. These Rules will remain effective until ten (10) days after an Owner of each Residential Lot has been given a notice of the amendment or revocation of these Rules.

K-7. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and Applicable Law.

ATTACHMENT 10

EASTON PARK MASTER COMMUNITY, INC.
NO SMOKING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

1. Smoking Prohibited. Smoking is prohibited on all Common Areas of the Development, whether indoors or outdoors. Without limiting the generality of the foregoing, this prohibition applies to recreation facilities, amenity buildings, swimming pools, parks, walking paths, bike paths, gardens, landscaped areas, plazas, and decks. Smoking is permitted only in designated areas, and additional restrictions may apply in areas where food is served.

2. Smoking Defined. Smoking is defined to include carrying, burning, or otherwise handling or controlling any lighted, heated, burning, or smoldering product or device containing tobacco or any legal or illegal smokable herbs, including, but not limited to, cigarettes, cigars, hookah, pipes or homemade apparatus or the use of vapor or electronic cigarettes, otherwise known as "e-cigarettes." Each Owner or Resident is responsible for compliance with this Policy by such Owner or Resident and their guests and invitees.

3. Violations. Violations of this Policy may result in a fine pursuant to the Association's Fine and Enforcement Policy, as adopted and amended from time to time.

ATTACHMENT 11

COMMUNITY FACILITIES RULES

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COMMUNITY FACILITIES RULES

Terms used but not defined in these Rules will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master Covenant").

ARTICLE 1
PURPOSE

The purpose of these Rules is to define the policies, procedures and rules for use of facilities managed by the Easton Park Master Community, Inc., a Texas nonprofit corporation (these "**Community Facilities Rules**"). These Community Facilities Rules are designed to ensure all Easton Park community facilities (the "**Community Facilities**") are fun, safe, and sanitary areas for the enjoyment of Owners, Occupants and their guests, and Homebuilders. The Board is responsible for adopting all Rules related to the Community Facilities. The Board reserves the right to modify or amend these Community Facilities Rules at any time. The Association, Management Staff (as defined below) and Board retain the right to enforce the Community Facilities Rules. Any questions as to the meaning of any part of these Community Facilities Rules, including any attached addendums and policies, shall be submitted to the Manager, including its employees and agents (collectively, the "**Management Staff**").

ARTICLE 2
COMMUNITY FACILITIES ACCESS

2.1. **Owner Access Rights**. Only Owners in "Good Standing" with the Association will be granted access rights to the Community Facilities. As used herein, "**Good Standing**" shall be defined as meeting each of the following requirements:

(i) All Assessments, fees and/or fines posted to an Owner's account are current;

(ii) An Owner's Lot or Condominium Unit is in compliance and free of violations as determined by the Association, in its sole discretion; and

(iii) An Owner does not have current or pending litigation with the Association.

An Owner in Good Standing who leases their Lot or Condominium Unit may assign their access rights to the Community Facilities to their designated tenant ("**Tenant**"). An Owner may not hold access rights to the Community Facilities during the same time period in which such access rights are assigned to a Tenant.

2.2. **Tenant Access Rights**. If the Owner of a leased Lot or Condominium Unit is not currently in Good Standing, the Tenant's access rights to Community Facilities may be suspended or terminated as set forth in *Article 7* of these Community Facilities Rules. A Tenant, who acquires Resident Identification as defined in *Section 2.5* of these Community Facility Rules, shall be entitled to the same access rights to the Community Facilities as an Owner.

2.3. **Guests Access Rights**. All guests must be accompanied by an Owner or Tenant in order to use the Community Facilities. A guest who is an immediate family member of an Owner or Tenant and who does not live in the Easton Park community, does not need to be accompanied by an Owner or Tenant if written notification was provided to the Management Staff at least forty-eight (48) hours in advance noting the time period of the stay, that the family member resides outside of the Easton Park community, and the full name and contact information for the family member. No more than five (5) guests per household on a Lot or Condominium Unit are allowed to use the Community Facilities at one time, unless otherwise approved by the Board. All Owners or Tenants utilizing nannies or babysitters shall notify the Management Staff prior to usage of the Community Facilities with a Resident Identification as defined in *Section 2.5* of these Community Facility Rules. Notwithstanding the foregoing, Declarant shall be permitted to provide guest access from time to time, in its sole and absolute discretion.

2.4. **Homebuilders' Access Rights**. Homebuilders are entitled to receive access rights to the Community Facilities based on the number of Lots and/or Condominium Units owned within the Easton Park community as of January 1st of each calendar year.

2.5. **Resident Identifications and Daily Passes**.

2.5.1. Issuance.

(i) Electronic identification cards, fobs, or other forms of identification (the "**Resident Identifications**") shall be issued by the Association. Two (2) Resident Identifications will be issued to Owners and Tenants for each Lot or Condominium Unit. Homebuilders may be issued five (5) Resident Identifications annually for each set of one hundred (100) Lots or Condominium Units owned within the Easton Park community. Additionally, Homebuilders may be issued one (1) daily pass at the cost of $100 each to provide to potential buyers for use within the Easton Park community. Homebuilders may transfer daily passes without further approval from the Management Staff.

(ii) Prior to receiving Resident Identifications, the following requirements shall apply:

(a) *Owners and Tenants*. Owners and any Tenants shall provide to the Management Staff proof of residency or tenancy and submit a completed Community Facilities Registration Form and Usage Release Agreement attached hereto as **Attachment 11A**. Any Tenants shall also provide a copy of their current lease agreement and must have the Community Facilities Registration Form and Usage Release Agreement countersigned by the Owner of the Lot or Condominium Unit. Tenants must provide to the Management Staff a new Community Facilities Registration Form and Usage Release Agreement and current lease agreement at the end of each lease term.

(b) *Homebuilders*. Homebuilders shall provide to the Management Staff the names of the specific persons who will have access rights to the Community Facilities and submit a completed Community Facilities Registration Form and Usage Release Agreement.

2.5.2. Purchase of Additional Resident Identifications.

(i) A maximum of two (2) additional Resident Identifications can be purchased by Owners and Tenants for additional persons who provide proof of residency or tenancy within the same Lot or Condominium Unit. Acceptable forms of identification for proving residency or tenancy will be determined by Management Staff and outlined on the Association's website. The fees for additional or replacement Resident Identifications will be outlined on the Association's website. Homebuilders may purchase additional daily passes as outlined on the Association's website.

(ii) Requests by Owners and Tenants to purchase more than four (4) Resident Identifications per Lot or Condominium Unit must be delivered in writing, along with proof of residency or tenancy for all persons, to the Management Staff for review. The Association, in its sole discretion, reserves the right to deny issuing more than four (4) Resident Identifications per Lot or Condominium Unit.

2.5.3. Use. Declarant, Homebuilders, Owners, Tenants and their guests must have their assigned Resident Identification or daily pass upon entering and throughout use of the Community Facilities, and may be required by Management Staff to present their Resident Identification or daily pass.

Unauthorized use of a Resident Identification or daily pass can lead to the suspension of access rights to the Community Facilities.

2.5.4. Lost or Stolen. All lost or stolen Resident Identifications or daily passes should be reported immediately to Management Staff. Otherwise, any activities associated with use of the Resident Identification or daily pass will remain the responsibility of the assigned Owner, Tenant or Homebuilder.

ARTICLE 3
GENERAL COMMUNITY FACILITIES RULES

3.1. **Conduct**. All Owners, Tenants, Homebuilders and their guests using the Community Facilities are expected to conduct themselves in a responsible, courteous, and safe manner, and shall refrain from improper or disruptive conduct toward other Owners, Tenants and their guests, Homebuilders, Management Staff and the Board, in compliance with these Community Facilities Rules.

3.2. **Hours**. The Community Facilities are available for use during normal operating hours to be established and/or posted by the Association and/or Management Staff. Normal operating hours for all Community Facilities can be found on the Association's website. The Association and/or Management Staff may modify normal operating hours as needed without notice. The Association and/or Management Staff shall have the ability to close any portion of the Community Facilities in its entirety, for any necessary health or safety precautions (i.e. thunderstorms, fecal accidents, etc.).

3.3. **Children**. Children younger than the ages listed below must be accompanied by an adult eighteen (18) years of age or older while utilizing the Community Facilities, unless specifically stated elsewhere in these Community Facility Rules.

Age 8 – Playground, Green Spaces, Parks and Trail Systems
Age 16 – Fitness Center
Age 14 – Pool, Ponds, and The Union

3.4. **Pets**. Pets are not allowed in the pool and fitness center areas of the Community Facilities; provided, however, that leashed Service Animals are permitted in the fitness center areas. Every effort will be made to accommodate those with special needs. Please see the Management Staff for assistance or questions. Leashed pets are allowed in playgrounds, green spaces, parks and trail systems. Certain areas of the parks may be designated as "off leash" dog park areas, as further described in the Green Spaces, Parks, Trail Systems and Ponds Policy attached to this Policy Manual as **Attachment 11D**.

3.5. **Vehicles**. Vehicles must be parked in designated areas. The use of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles shall not be permitted within the Easton Park community unless such use complies with Applicable Law. Except for authorized maintenance vehicles, motorized vehicles of any kind are not allowed on any trail system or sidewalk within the Easton Park community.

3.6. **Service Areas**. Only Management Staff are allowed in the service areas of the Community Facilities.

3.7. **Trash and Debris**. Owners, Tenants, Homebuilders and their guests are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

3.8. **Fireworks**. Fireworks of any kind are strictly prohibited within Easton Park, unless approved for an event in advance by the Board. If approved in advance by the Board, Owners or Tenants will be solely responsible for completing all necessary permitting and safety inspection requirements as dictated by Applicable Law.

3.9. **Firearms**. Pursuant to Section 30.06 and 30.07, Texas Penal Code, firearms are not permitted at any Community Facility where posted.

3.10. **Smoking**. Smoking of any kind is prohibited at all Community Facilities and Common Areas, whether indoors or outdoors, including but not limited to recreation facilities, amenity buildings, swimming pools, parks, trail systems, walking paths, bike paths, gardens, landscaped areas, plazas and decks. This includes, but is not limited to, the use of cigarettes, cigars, hookah, pipes and vapor or electronic cigarettes, otherwise known as "e-cigarettes."

3.11. **Public Intoxication**. Public intoxication is strictly prohibited at all Community Facilities. The Association and/or Management Staff shall have the authority in their sole discretion to deny use of the Community Facilities to any person they deem to be intoxicated or conducts themselves in an unruly manner.

3.12. **Loitering and Trespassing**. Loitering is not permitted at or near any Community Facility at any time including, but not limited to, loitering or attempting to gain access to any Community Facility outside of normal operating hours. All trespassers will be reported to the local authorities.

3.13. **Signs**. No signs of any kind may be displayed on the Community Facilities or Common Area without prior written approval from the Easton Park Reviewer. For more information on Rules regarding signs within the Easton Park community, see the Master Covenant and any applicable Development Area Declaration.

3.14. **Emergencies**. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

3.15. **Violation**. Owners, Tenants, Homebuilders and their guests shall abide by and comply with Applicable Law and these Community Facilities Rules while present at or utilizing the Community Facilities and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of these Community Facilities Rules and/or misuse or destruction of Community Facilities property, improvements or equipment may result in the suspension or termination of access rights to Community Facilities as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of Community Facilities property, improvements or equipment.

3.16. **Amendment**. The Board, in its sole discretion, reserves the right to amend, modify, or remove, in part or in its entirety, these Community Facilities Rules.

ARTICLE 4
RENTAL OF COMMUNITY FACILITIES

4.1. **Community Programming**. The Association reserves the right to provide community programming, in its sole discretion. The Association has the authority to reserve any Community Facility that may or may not be generally available for private rental.

4.2. **Private Rental**. Community Facilities shall be used on a first-come, first-served basis. Certain Community Facilities may be rented for private use by Owners and Tenants with the approval of the Association.

ARTICLE 5
GRILLS

5.1. **Easton Park Community Grills**. Only adults eighteen (18) years of age or older are permitted to use a community grill. Owners, Tenants and Homebuilders shall comply with the following when operating a community grill:

(i) Community grills shall not be left unattended at any time while in use;

(ii) Be courteous and share the community grill area if other Owners, Tenants or Homebuilders are waiting to use the community grill area;

(iii) When finished grilling, be cognizant of other Owners, Tenants and Homebuilders that may be waiting to use the community grill area;

(iv) Clean up all trash and other debris occasioned by the use of the community grill area, deposit all trash and debris in appropriate trash receptacles, and clean the grill(s), counter space(s) and picnic table(s). Grill and counter cleaners are located in the cabinets underneath the community grills; and

(v) Fees may be incurred for failure to return any items loaned by the Association within twenty-four (24) hours following rental or for failure to clean grill or counter space after use.

5.2. **Private Grills**. Private grills of any kind are not permitted within the Community Facilities or Common Areas unless for an Association event.

ARTICLE 6
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Owners, Tenants and Homebuilders, as a condition of invitation to the premises of the Community Facilities, shall assume the sole responsibility for their personal property.

The Association and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Community Facilities, whether in lockers or elsewhere.

No Owner, Tenant or Homebuilder shall remove from the Community Facilities, any property or furniture belonging to the Association or its contractors without proper authorization.

Owners, Tenants, and Homebuilders shall be liable for any property damage and/or personal injury at the Community Facilities, or at any activity or function operated, organized, arranged or sponsored by the Association or its contractors, caused by the Owner, Tenant, Homebuilder, his/her family member or his/her guests.

The Association reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

ANY OWNER, TENANT AND THEIR GUESTS, HOMEBUILDER, OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF, ACCESSES, ENTERS, OR ACCEPTS THE USE OF ANY APPARATUS, APPLIANCE, FACILITY, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE ASSOCIATION OR ITS CONTRACTORS, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE ASSOCIATION, EITHER ON OR OFF THE COMMUNITY FACILITIES' PREMISES, SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL HOLD THE ASSOCIATION, THE BOARD, THE MANAGEMENT STAFF, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS, HARMLESS FOR ANY AND ALL LOSS, COST, CLAIM, INJURY DAMAGE OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING THEREFROM AND/OR FROM ANY ACT OF OMISSION OF THE ASSOCIATION, THE BOARD, THE MANAGEMENT STAFF, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS.

Any Owner, Tenant or Homebuilder shall have, owe, and perform the same obligation to the Association, the Board, the Management Staff, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Owner or Tenant or Homebuilder.

Should any party bound by these Community Facilities Rules file a lawsuit or arbitration action against the Declarant, the Association, the Board or the Management Staff, agents or employees of the Association, any Community Facilities operator or its officers, employees, representatives, contractors or agents (in such case, the "**Defending Parties**") in connection with: (1) any event operated, organized, arranged or sponsored by the Association; (2) any claim or matter in connection with any event operated, organized, arranged or sponsored by the Association; or (3) any claim arising out the use of any Community Facilities; and such party fails to obtain

judgment therein against the Defending Parties, such party shall be liable to the Defending Parties for all costs of court and attorney's fees incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings, if so permitted). This unilateral fee provision does not create or establish a right to recover costs of court and attorney's fees against any Defending Party.

ARTICLE 7
SUSPENSION AND TERMINATION OF PRIVILEGES

7.1. **Adult Privileges**.

(i) Privileges at the Community Facilities shall be subject to suspension or termination if an adult Owner, Tenant or their guest, or Homebuilder:

(a) Submits false information on the Community Facilities Registration Form and Usage Release Agreement or written notification regarding guests;

(b) Permits unauthorized use of a Resident Identification or guest pass;

(c) Exhibits unsatisfactory behavior, as determined by the Association and/or Management Staff, in its sole discretion;

(d) Fails to abide by these Community Facilities Rules; or

(e) Treats the personnel or employees of the Association and/or Management Staff in an unreasonable or abusive manner, and/or engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the Association and/or Management Staff. Examples include, but are not limited to, the use of profanity, verbal and physical assault, or the threat of verbal or physical assault.

(ii) The Association and/or Management Staff may at any time restrict or suspend any access rights to any or all the Community Facilities when such action is necessary to: (a) protect the health, safety, and welfare of other Owners, Tenants and their guests, and Homebuilders; (b) to prevent unauthorized use of the Community Facilities; or (c) to protect the Community Facilities from damage.

(iii) The Association shall follow the process below in regards to suspension or termination of an adult Owner, Tenant or their guest, or Homebuilder's access rights to Community Facilities:

(a) *First Offense*. Unless such violation is egregious, as determined in the sole and absolute discretion of the Board, a first offense violation will result in written notice and explanation of the violation being given to the adult Owner, Tenant or their guest, or Homebuilder with a copy of such notice being filed in the Management Staff's office.

(b) *Second Offense*. Unless such violation is egregious, as determined in the sole and absolute discretion of the Board, a second offense violation will result in an automatic suspension of all access rights to the Community Facilities for thirty (30) days. Written notice and explanation will be given to the adult Owner, Tenant or their guest, or Homebuilder and a copy of such notice will be filed in the Management Staff's office.

(c) *Third Offense*. Unless such violation is egregious, as determined in the sole and absolute discretion of the Board, a third offense violation will result in a suspension of all of the adult Owner, Tenant or their guest, or Homebuilder's access rights to the Community Facilities until the next Board meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of Community Facilities access rights for one (1) calendar year (or shorter amount of time at the Board's discretion). Written notice will be given to the adult Owner, Tenant or their guest, or Homebuilder, as to the Board's decision.

7.2. **Minor Privileges**.

(i) At the discretion of the Association and/or Management Staff, minors (*children under the age of eighteen (18)*) who violate these Community Facilities Rules may be expelled from the Community Facilities for up to one (1) month. Upon such expulsion, a written report shall be prepared detailing the name of the minor, the prohibited act committed, and the date in which the act took place. The written report will be mailed to the minor's parental guardian at the address on file and will be kept on file at the Management Staff's office.

(ii) Any minor who is expelled from the Community Facilities three (3) times in a one (1) year period, shall be expelled from the Community Facilities for one (1) calendar year from the date of the third offense.

7.3. **Immediate Suspension and Removal**.

(i) The Association and/or Management Staff have the exclusive right, authority, and discretion to immediately suspend and remove any Owner, Tenant or their guest, or Homebuilder, for a period of no less than seven (7) days for the use of, but not limited to:

(a) Profanity;

(b) Harm or threat of harm to the Association and/or Management Staff, Community Facilities, Owners, Tenants or their guests, and Homebuilders; or

(c) Failure to follow direction by the Association and/or Management Staff on the Community Facilities or Common Area.

(ii) An incident report will be generated, and a copy of such incident report will be filed in the Management Staff's office. Upon issuance of an immediate suspension and removal, should the Owner, Tenant or their guest, or a Homebuilder, continue to act or perform in an inappropriate manner or behavior, said Owner, Tenant or their guest, or Homebuilder, shall forfeit all access rights to the Community Facilities until the next Board meeting. Furthermore, the Association and/or Management Staff may recommend termination of the Owner, Tenant or their guest, or Homebuilder's, access rights to the Community Facilities for a period of six (6) months or greater.

(iii) Notwithstanding the foregoing, if at any time an Owner, Tenant or their guest, or Homebuilder, is arrested for an act committed, or allegedly committed, while on Community Facilities or Common Area, that Owner, Tenant or their guest, or Homebuilder, shall have all access rights to Community Facilities suspended until the next Board meeting. At the Board meeting, the Board will be presented with the information surrounding the arrest and a recommendation of termination of access rights to Community Facilities for up to one (1) calendar year (or shorter amount of time at the Board's discretion). Written notice will be given to the Owner, Tenant or their guest, or Homebuilder, as well as mailed to the address on file, as to the Board's decision.

(iv) Utilizing the Community Facilities during the suspension period, whether as an Owner, Tenant, guest, or Homebuilder, may result in a trespassing citation that may be issued by the Travis County Sheriff's Office.

(v) Attempts made to gain access to the Community Facilities using a false Resident Identification or daily pass, will result in the suspension of that Resident Identification or daily pass holder's access rights to the Community Facilities for a period of fifteen (15) days.

(vi) Suspension Effective Date:

(a) The effective date for suspension of access rights to the Community Facilities will be from the date of the written notice of suspension.

(b) Weekdays (Monday - Friday) and Weekends (Saturday - Sunday) will be calculated toward the total number of suspension days.

7.4. **Appeal Process**.

(i) An Owner, Tenant or their guest, or Homebuilder, has the right to dispute and request an appeal to suspension of their access rights to the Community Facilities. The party subject to suspension may file a notice of appeal of such suspension, in writing, to the Management Staff's office, within five (5) business days from the receipt of the date of the written notice.

(ii) Appellant and parental guardian (if appellant is a minor), must be physically present or represented by counsel at the meeting in which the appeal will be heard by the Board.

(iii) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

ATTACHMENT 11A

EASTON PARK MASTER COMMUNITY, INC.

COMMUNITY FACILIITIES REGISTRATION FORM AND USAGE RELEASE AGREEMENT

[See Attached]

EASTON PARK MASTER COMMUNITY, INC.
Community Facilities Registration Form and Usage Release Agreement

Name: _____ **Cell Phone:** _____
Spouse's Name: _____ **Cell Phone:** _____
Street Address: _____
Phone: _____ **Email 1:** _____ **Email 2:** _____
Resident ___ **Tenant ___** **Corporate Owner of Property ___**

Request for Access Cards for Children (Children 14 years and older)

Name	Relation	Age	Email
Name	Relation	Age	Email

Authorization, Waiver, and Indemnification by Parent(s) or Legal Guardian(s) of Minor Child(ren) Under 18

I, for myself, my heirs, and for any minor children listed below (each, a "User"), HOLD HARMLESS AND RELEASE Easton Park Master Community, Inc., a Texas nonprofit corporation (the "Community"), and the Community's managers, agents, employees, affiliates, officers, and directors (the "Released Parties"), from any and all claims, causes of action, demands, losses, damages, expenses, and costs, including, but not limited to, any claim for personal injury or property damage, including death, arising out of or relating in any way to use of the Community's facilities or property (the "Property"), including any such claims arising out of or caused by any act or omission by the Released Parties, **INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES, and AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH USER'S USE OF THE PROPERTY, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES.**

I. Authorization of Medical Treatment
In the event that I cannot be reached, I authorize and direct any employee or agent representing the Community to make emergency medical decisions for the child(ren), and release the Community from liability for the cost of such medical treatment.

II. Applicable Rules
I acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the Community, as currently in effect and as may be amended from time to time.

III. Photo Release
By selecting YES, I acknowledge and agree that images of me and my family may be used in promotional materials for the Easton Park community which may be published in print, video, or digital format.

I have read and understand the terms of this Authorization and Waiver and have willingly signed below as my own free act, being both of lawful age and legally competent to do so.

Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

ATTACHMENT 11B

EASTON PARK MASTER COMMUNITY, INC.

POOL POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

1. **Use**.

   a. The pool area of the Community Facilities (the "**Pool Area**") is available only to Owners, Tenants and Homebuilders and their guests, who shall use their assigned Resident Identification or daily pass upon entering the Pool Area.

   b. Children under the age of 14 should not use the pool without adult supervision.

   c. All guests must be accompanied by an Owner or Tenant or Homebuilder unless otherwise approved in advance by the Management Staff.

   d. Guests and daily pass holders may be required to register at the time of admission to the Pool Area.

   e. No more than five (5) guests for each Owner or Tenant Lot or Condominium Unit are permitted at any one time in the Pool Area.

   f. Users of the pool must shower before entering the pool.

   g. The Association and Management Staff reserve the right to deny use of the Pool Area to anyone at any time.

   h. At the sole discretion of the Association or Management Staff, access and use of the Pool Area or any portion thereof may be limited from time to time due to occupancy limits, weather, seasons of the year, the condition of the Pool Area, maintenance or specialized activities. The Pool Area or any portion thereof is officially closed when a "CLOSED" sign is posted.

   i. During thunder and lightning or an emergency incident, all persons must clear the Pool Area.

2. **Pool Gates**. The pool gates shall be kept closed and locked at all times. Owners, Tenants and their guests, and Homebuilders, may not attempt to prop open the pool gates for any reason.

3. **Hours of Operation**. Use of the Pool Area is only permitted during designated hours, as posted in a location in the Pool Area and on the Association's website. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice.

4. **Maintenance**. The Pool Area and/or surrounding area may be closed for various periods of time to facilitate maintenance, winterize and to maintain standards set forth by Applicable Law.

5. **No Private Rental**. The pool is not available for exclusive private rental. However, the pool may be available for non-exclusive group reservations. Please contact the Management Staff for further information.

6. **Pets Not Allowed**. Pets are not allowed in the Pool Area except leashed Service Animals. Service Animals are prohibited from entering the water. Every effort will be made to accommodate those with special needs. Please see the Management Staff for assistance or questions.

7. **Pool Area Toys**. Toys, beach balls and approved floating devices may be allowed in the Pool Area at the discretion of Management Staff.

8. **ADA Chair Lift Rules**. An ADA chair lift is available for use by disabled Owners, Tenants and their guests, and Homebuilders. The ADA chair lift is designed for self-use. Management Staff is not authorized to assist Owners, Tenants and their guests, and Homebuilders, with use beyond initial review of the operating instructions. Use of the ADA chair lift by non-disabled Owners, Tenants and their guests, and Homebuilders, may result in immediate suspension and removal from the Pool Area by the Management Staff.

9. **Pool Area Equipment**. Pool furniture and equipment may not be removed from the Pool Area. All persons using the Pool Area are required to cover the pool furniture with a towel when using suntan oils and lotions.

10. **Attire, Swim Diapers and Personal Flotation Devices**.

    a. Appropriate swim attire must be worn in the Pool Area. No denim or cotton shorts are permitted in the pool. Use of aquatic socks or water sandals with non-marking soles is suggested.

    b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers or disposable swim diapers, as well as a swimsuit over the swim diaper. The changing of diapers or clothes is not allowed in the Pool Area. Changing rooms are available in both the men's and women's pool restrooms.

    c. Any child that is unable to swim must wear a U.S. Coast Guard-approved personal flotation device.

    d. While in the water, children three (3) years old and under must be within arm's length of a parent or responsible adult eighteen (18) years of age or older. Children four (4) years old to six (6) years old must have a parent or responsible adult eighteen (18) years of age or older in the water within ten (10) feet of the child.

11. **Prohibitions**. The following are NOT permitted in the Pool Area:

    a. Diving, somersaults, cannon balls, or similar type entries from the edge of the pool;

    b. Running, roughhousing or disorderly conduct;

    c. Remote controlled water crafts;

    d. Wave riding boards;

    e. Snorkel gear;

    f. Hard objects such as, but not limited to, tennis balls or hard plastic Frisbees;

    g. Installing unauthorized chemicals or soaps within the Pool Area and failure to comply could result in the Owner, Tenant or Homebuilder being liable for any costs incurred in treating and reopening the pool;

    h. Excessive screaming;

    i. Language that is loud, abusive, vulgar, cussing or harassing in nature;

    j. Loud or inappropriate music. Personal audio or visual devices may only be used with headphones;

k. Glass containers of any kind and other breakable items;

l. Food in the pool. Soft drinks and food items must be consumed in designated areas only and away from the pool;

m. Loitering during non-posted hours of operation;

n. Tobacco products, smoking and/or vaping;

o. Use of controlled substances;

p. Public intoxication;

q. Any person having an apparent infectious disease (including, but not limited to, conjunctivitis, signs of infection from a runny nose, diarrhea, etc.), plaster cast, open cuts or bandage; and

r. The storage, placement or maintaining of any personal items of Owners, Tenants and their guests, and Homebuilders. Any items or personal property found are deemed abandoned and may be disposed of by the Association or Management Staff.

12. **Trash and Debris**. Owners, Tenants and their guests, and Homebuilders, are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

13. **USE OF THE POOL AREA IS AT YOUR OWN RISK.**

a. The Association is not responsible for accidents, injuries or loss of personal property.

b. The Association is not responsible for any effects the chemicals within the pool may cause. Do not swallow pool water.

c. The Pool Area is unattended.

d. **THE ASSOCIATION DOES NOT EMPLOY LIFEGUARDS OR STAFF MEMBERS WITH LIFEGUARD TRAINING TO MONITOR THE POOL AREA.**

e. Owners, Tenants and their guests, and Homebuilders, use the Pool Area at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

14. **Emergencies**. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

15. **Violation**. Owners, Tenants and Homebuilders shall abide by and comply with Applicable Law, this Pool Policy, and the Community Facilities Rules while present at or utilizing the Pool Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of this Pool Policy, the Community Facilities Rules and/or misuse or destruction of Community Facilities property, improvements or equipment may result in the suspension or termination of access rights to Community Facilities as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of Community Facilities property, improvements or equipment.

16. **Additional Restrictions**. The Board reserves the right to amend these restrictions or impose additional restrictions on use as warranted.

ATTACHMENT 11C

EASTON PARK MASTER COMMUNITY, INC.

PLAYGROUND POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

1. **Use**. The playground areas of the Community Facilities (the "**Playgrounds**") are available only to Owners, Tenants and their guests, and Homebuilders. An Owner or Tenant over the age of eighteen (18) years must accompany at all times: (i) guests; and (ii) children under the age of eight (8) years. No more than five (5) guests for each Owner or Tenant are permitted at any one time in the Playgrounds.

2. **Hours of Operation**. Use of the Playgrounds is only permitted during designated hours, as posted in a location in the Playgrounds area and on the Association's website. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice. If the designated hours are NOT posted, the hours of operation of the Playgrounds are from dawn until dusk.

3. **Maintenance**. The Playgrounds and/or surrounding area may be closed for various periods of time to facilitate maintenance and to maintain standards set forth by Applicable Law.

4. **No Private Rental**. The Playgrounds are not available for exclusive private rental. However, the Playgrounds may be available for non-exclusive group reservations. Please contact the Management Staff for further information.

5. **Pets Allowed**. All dogs in the Playgrounds must have all required vaccinations, with appropriate tags displayed on their collars. Dog owners or handlers must furnish proof of current vaccinations upon request.

6. **Prohibitions**. The following are NOT permitted in the Playgrounds area:

   a. Rough play;

   b. Excessive screaming;

   c. Language that is loud, abusive, vulgar, cussing or harassing in nature;

   d. Loud or inappropriate music;

   e. Glass containers of any kind and other breakable items;

   f. Loitering during non-posted hours of operation;

   g. Use of tobacco products, smoking, vaping and/or the use of controlled substances; and

   h. Public intoxication.

7. **Trash and Debris**. Owners, Tenants and their guests, and Homebuilders, are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

8. **USE OF THE PLAYGROUNDS IS AT YOUR OWN RISK**. The Association is not responsible for accidents, injuries or loss of personal property. The Playgrounds are unattended. Owners, Tenants and their guests,

and Homebuilders, use the Playgrounds at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

9. **Emergencies**. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

10. **Additional Restrictions**. The Board reserves the right to amend these restrictions or impose additional restrictions on use as warranted.

ATTACHMENT 11D

EASTON PARK MASTER COMMUNITY, INC.

GREEN SPACES, PARKS, TRAIL SYSTEMS AND PONDS POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

The Easton Park community contains certain parkland, greenbelt areas, trail systems, pavilions and recreational facilities, including wet ponds that have both water quality and aesthetic features, all of which number among Easton Park's many amenities, some or all of which may be owned by the District (the Parks, Pond and pavilions being collectively referred to as the "**Parks**"). In return for the use of the aforementioned amenities, Easton Park's Owners, Tenants, Homebuilders and their guests, must abide by the rules and regulations of such Parks, as stated here in this policy. These rules are set forth by the Association which is authorized to adopt and enforce all necessary rules and regulations governing the Parks and to establish fees, charges and a schedule for the use of its facilities.

1. **Access Policy**.

1.01. The Parks are available only to Owners, Tenants, Homebuilders and their guests. An Owner, Tenant or Homebuilder over the age of eighteen (18) years must accompany at all times children under the age of nine (9) years. Owners, Tenants, Homebuilders and their guests may only use Parks designated by the Association for use, in its sole discretion.

1.02. Access to and use of the Parks between 10:00 P.M. and 5:00 A.M. is not permitted. Park hours will be posted in the Parks. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice. If the designated hours are NOT posted, the hours of operation of the Parks are from dawn until dusk.

1.03. The Parks and/or surrounding areas may be closed for various periods of time to facilitate maintenance, grounds keeping and to maintain standards set forth by Applicable Law.

1.04. Unless reserved with the Association or the Management Staff, the pavilions are available on a first-come, first-served basis.

1.05. Reservations for any reservable Park facilities are to be made through the Association or the Management Staff. The Association may impose a fee for use of the pavilions, parks and other amenities located within the Parks.

2. **General Rules and Regulations Applicable to the Parks**.

2.01. The following are NOT permitted in the Parks:

a. Rough play;

b. Excessive screaming;

c. Language that is loud, abusive, vulgar, cussing or harassing in nature;

d. Inappropriate music;

e. Glass containers of any kind and other breakable items;

f. Loitering during non-posted hours of operation;

g. Tobacco products, smoking and/or vaping;

h. Discharging of firearms, pellet guns, bow and arrows, sling shots and other weapons or hazardous items;

i. The discharge of starter pistols;

j. The display of a firearm or other weapon in a manner calculated to alarm or threaten another person;

k. Disturbance of natural landscape or ecosystems;

l. Feeding wildlife;

m. Horses, unless approved in advance by the Association or Management Staff;

n. Camping, unless approved in advance by the Association or Management Staff;

o. Cooking, unless approved in advance by the Association or Management Staff; and

p. Fires, unless approved in advance by the Association or Management Staff.

2.02. No vandalism or other actions that could cause damage to the Parks or Parks' facilities or vegetation is permitted. Marking, painting or placing graffiti in the Parks or Parks' facilities or trees within the Parks, or cutting of trees within the Parks, is not permitted. No spray paint cans or other paint products that could be used for marking, painting or placing graffiti in the Park or on Park facilities are permitted.

2.03. Bikes, skateboards, scooters and roller-skates are only allowed on the designated trail systems provided they are used in a careful and prudent manner and at a rate of speed no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail system, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail system shall yield the right-of-way to any pedestrian.

2.04. Motorized vehicles and equipment are not allowed in the Parks, except on paved roads, driveways and marked parking areas, except as follows:

a. Authorized District vehicles, including vehicles of the District's contractors when engaged in approved District construction, maintenance or repair work and vehicles of District Board members when engaged in official District business; and

b. Vehicles admitted on a temporary basis for the purpose of delivering supplies or materials to patrons using the Parks, when authorized by the Association or Management Staff in writing in advance, provided that no damage is caused to the Park's facilities, grounds or sprinkler systems as a result.

2.05. The possession or use of fireworks within the Parks is prohibited, unless permitted in advance by the Association.

2.06. The consumption of alcoholic beverages is not permitted, unless permitted in advance by the Association or Management Staff.

2.07. No amplified or live music or sound-generating machinery, device or equipment is permitted within one hundred feet (100') of a residential area unless permitted in advance by the Association or Management Staff. No amplified or live music or sound-generating machinery, device or equipment that creates vibrations

apparent to a person of normal sensitivities more than seventy-five feet (75') from the area it is generated and/or that creates sound in excess of seventy-five (75) decibels that is audible more than seventy-five feet (75') from the area it is generated is permitted, unless permitted in advance by the Association or Management Staff.

2.08. No wildlife may be harmed, harassed, hunted, trapped or removed from the Parks unless expressly authorized by the Board.

2.09. Littering is not permitted. All trash generated by park patrons must be collected and disposed of in the trash receptacles provided or removed from the Parks and disposed of properly off of the premises. If trash receptacles are full, additional trash must be placed in plastic trash bags that are tied closed and placed next to the receptacles.

2.10. No signs may be attached to or placed on any Park property without the prior, written approval of the Board or Management Staff. Unauthorized signs may be removed and disposed of without liability to the individual who installed or placed them.

2.11. Moonwalks, inflatables, rock walls, water/splash slides, miniature trains and petting zoos are NOT permitted at any time unless approved in advance by Management Staff

2.12. Confetti and piñatas containing confetti or similar material are not permitted. The throwing of rice is not permitted.

2.13. **USE OF THE PARKS IS AT YOUR OWN RISK.** The Association and District is not responsible for accidents, injuries or loss of personal property. The Parks are unattended. Owners, Tenants and their guests, and Homebuilders, use the Parks at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

2.14. **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911**. After contacting 911, if required, all emergencies and injuries must be reported to the office of the Management Staff.

2.15. The Board reserves the right to impose additional restrictions on use as the situation warrants.

2.16. Additional rules may be adopted by the Association to regulate usage of the Parks, including deposits, usage fees, commercial activities and large-scale events.

3. **Additional Regulations Applicable to the Ponds**.

3.01. An Owner, Tenant or Homebuilder over the age of eighteen (18) years must accompany at all times children under the age of sixteen (16) years.

3.02. Fishing in the ponds is subject to regulation by the Board. Signage may be posted advising patrons whether "fishing is permitted", "catch and release regulations are in effect", or "fishing is prohibited". Violations of any posted signage will subject the violator to a fine as authorized by these Rules.

3.03. When fishing is authorized under Section 3.01, it is only permitted from the banks of the ponds. No wading or swimming in the ponds is permitted.

3.04. Except for boats being used by District employees or contractors for maintenance purposes, or those approved in advance by the Association, no boat or other apparatus (including kayaks, stand up paddle boards, etc.) are permitted in the ponds without prior approval of the Board or Management Staff.

3.05. No actions that could harm the natural flora and fauna in and around the ponds is permitted. The release or feeding of domestic ducks around the ponds is not permitted, as they may cause harm to the natural environment of the ponds.

4. **Additional Regulations Applicable to Dogs and Use of the Dog Park.**

4.01. General Regulations.

a. All dogs in the Parks must have all required vaccinations, with appropriate tags displayed on their collars. Dog owners or handlers must furnish proof of current vaccinations upon request.

b. Except when in specifically designated "off leash" dog park areas, all dogs must be confined to a leash under the physical control and restraint by their owners or handlers at all times, including when in and around ponds.

c. Dogs that have been determined to be "dangerous dogs" under Chapter 822, Subchapter D of the Texas Health & Safety Code are not permitted in the Parks.

d. All waste generated by a dog while in the Parks must be collected by the dog's owner or handler and disposed of in an appropriate trash receptacle.

5. **Additional Regulations Applicable to "Off Leash" Dog Park Areas.**

5.01. Use of the dog park is at the patron's own risk. THE DISTRICT AND ASSOCIATION ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED BY ANY DOG IN THE OFF-LEASH DOG PARK AREA. All owners and handlers are responsible for any damage or injuries caused by the dogs they bring to the dog park.

5.02. All gates to the dog park must be closed and latched upon entry and departure.

5.03. The small dog enclosure is only for dogs twenty-five (25) pounds and under. The large dog enclosure is only for dogs over twenty-five (25) pounds.

5.04. No dog may be left unattended in the dog park. All dogs must be within the view of and under voice control by a handler over the age of sixteen (16) who is physically capable of controlling his or her dogs.

5.05. No handler may be responsible for more than three (3) dogs on any one visit unless an exception is approved by the Association or Management Staff.

5.06. No large group activities or events, or reservations of the dog park, are permitted without prior Board or Management Staff approval.

5.07. Each handler must have a leash in his or her possession for each dog for which he or she is responsible.

5.08. Dog handlers must prevent all aggressive behavior by their dogs, including aggressive barking, biting, and fighting. Dogs displaying aggressive behavior must be removed from the premises immediately. DOG OWNERS AND HANDLERS ARE RESPONSIBLE FOR THE BEHAVIOR OF THEIR DOGS. AGGRESSIVE DOGS ARE NOT PERMITTED IN THE DOG PARK AT ANY TIME.

5.09. Dogs under four (4) months of age, in heat, or displaying symptoms of illness are not permitted in the dog park.

5.10. Children must be under adult supervision at all times while within the dog park. Running and chasing after the dogs is not permitted.

5.11. Smoking, food, and glass containers are not permitted in the dog park.

ATTACHMENT 11E

EASTON PARK MASTER COMMUNITY, INC.

FITNESS CENTER POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant recorded as Document No. 2016027307, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time, and in the Community Facilities Rules in this Policy Manual's Attachment 11, attached hereto and incorporated herein.

1. **Use**. The fitness center area of the Community Facilities (the "**Fitness Center**") is available only to Owners, Tenants and their guests, and Homebuilders. Independent contractors are not allowed to utilize the Fitness Center. All users should be properly trained on how to use the equipment in the Fitness Center. No children under the age of sixteen (16) are permitted to use the Fitness Center. All guests must be accompanied by an Owner, Tenant or Homebuilder unless otherwise approved in advance by the Management Staff.

2. **Hours of Operation**. Use of the Fitness Center is only permitted during designated hours, as posted in a location in the Fitness Center area and on the Association's website. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Management Staff and/or the Association may modify hours of operation as needed without notice.

3. **Maintenance**. The Fitness Center and/or surrounding area may be closed for various periods of time to facilitate maintenance and to maintain standards set forth by Applicable Law.

4. **No Private Rental**. The Fitness Center is not available for private rental.

5. **Pets Not Allowed**. Pets are not allowed in the Fitness Center except leashed service animals. Every effort will be made to accommodate those with special needs. Please contact the Management Staff for assistance or questions.

6. **Physician Consultation**. Owners, Tenants and their guests, and Homebuilders, interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

7. **Personal Trainers and Fitness Programs**. Use of personal trainers, group fitness instructors, and other wellness professionals is prohibited in the Fitness Center unless approved in advance by the Management Staff. Any fitness program operated, organized, established, and/or run by the Management Staff shall have priority over all other users of the Fitness Center. The Association and Management Staff are not present to provide personal training, exercise consultation or athletic instruction.

8. **Fitness Center Equipment**. Weights or other fitness equipment may not be removed from the Fitness Center. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the free weights. Free weights and all other fitness equipment shall be replaced to their proper locations after use. Throwing objects or equipment against any wall is prohibited. Owners, Tenants and their guests, and Homebuilders, are responsible for wiping off fitness equipment after each use. Sanitary wipes are provided and can be found throughout the Fitness Center. Any faulty or damaged equipment should be reported to the Association immediately at HOA@EastonParkATX.com.

9. **Attire and Footwear**. Appropriate attire and athletic footwear (covering the entire foot) must be worn at all times within the Fitness Center. Appropriate attire includes t-shirts, tank tops, athletic shorts (no jeans or cut-off jeans), and/or sweat suits. Swimsuits, sandals, flip-flops, and bare feet are not permitted.

10. **Prohibitions**. The following are NOT permitted in the Fitness Center:

a. Rough play;

b. Excessive screaming;

c. Language that is loud, abusive, vulgar, cussing or harassing in nature;

d. Loud or inappropriate music. Personal audio or visual devices may only be used with headphones;

e. Glass containers of any kind and other breakable items. Water is permitted if contained in non-breakable containers with screw top or sealed lids;

f. Food;

g. Hand chalk;

h. Loitering during non-posted hours of operation;

i. Tobacco products, smoking and/or vaping;

j. Use of controlled substances and/or alcoholic beverages; and

k. Public intoxication.

11. **Trash and Debris**. Owners, Tenants and their guests, and Homebuilders, are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

12. **USE OF THE FITNESS CENTER IS AT YOUR OWN RISK**. The Association is not responsible for accidents, injuries or loss of personal property. The Fitness Center is unattended. Owners, Tenants and their guests, and Homebuilders, use the Fitness Center and its equipment at their own risk and are solely responsible for the safety and wellbeing of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

13. **Emergencies**. **FOR INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911.** After contacting 911, if required, all emergencies and injuries must be reported to The Union.

14. **Violation**. Owners, Tenants and Homebuilders shall abide by and comply with Applicable Law, this Fitness Center Policy and the Community Facilities Rules while present at or utilizing the Fitness Center and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of this Fitness Center Policy, the Community Facilities Rules and/or misuse or destruction of Community Facilities property, improvements or equipment may result in the suspension or termination of access rights to Community Facilities as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of Community Facilities property, improvements or equipment.

15. **Additional Restrictions**. The Board reserves the right to amend these restrictions or impose additional restrictions on use as warranted.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Aug 25, 2023 02:36 PM Fee: $38.00
2023097854
Electronically Recorded

AFTER RECORDING RETURN TO:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

FIRST AMENDMENT
TO
THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross-reference to Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas and that certain Easton Park Third Amended and Restated Policy Manual [Residential], recorded as Document No. 2019095069, Official Public Records of Travis County, Texas., each as may be amended from time to time.

EASTON PARK

FIRST AMENDMENT TO THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]

This *First Amendment to Third Amended and Restated Policy Manual* ("**First Amendment**") for Easton Park is made by Carma Easton LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant, pursuant to that certain *Easton Park Amended and Restated Master Covenant*, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as amended, (the "**Master Covenant**"), adopted that certain *Third Amended and Restated Policy Manual*, recorded under Document No. 2019095069 of the Official Public Records of Travis County, Texas ("**Policy Manual**").

B. Pursuant to the Master Covenant, the Declarant may amend the Policy Manual to include the documents being changed or added to in the Policy Manual and to cause such amendment to be Recorded.

C. Declarant desires to amend the *Amended and Restated Community Rules and Regulations* (Attachment 9 to the Policy Manual) as set forth in this First Amendment.

NOW THEREFORE, the *Amended and Restated Community Rules and Regulations* (Attachment 9 to the Policy Manual) is hereby amended as follows:

1. **Maintenance of Right of Way and Adjacent Land.** Section E-3 of the *Amended and Restated Community Rules and Regulations* (Attachment 9 to the Policy Manual) is hereby amended and restated as follows:

> **E-3 Maintenance of Right of Way and Adjacent Land.** Each Owner or Occupant will be responsible, at such Owner's or Occupant's sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the landscaping, including trees, in good order and repair and in a safe, clean and attractive condition, and maintaining, repairing and replacing the irrigation system, in good order and repair and in a safe, clean and attractive condition, between the boundary of such Owner's Residential Lot and the curb or property line of any adjacent public space, joint use access easement area, common driveway or associated landscaping abutting a common driveway accessing a flag lot, right-of-way, street or alley (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area is undertaken by the Association by written resolution executed by a majority of the Board or the ST Landscape Area is designated as a Service Area.

2. Definitions. All capitalized terms shown in this First Amendment shall have their meaning as expressed under the Documents unless otherwise indicated herein.

3. No Other Modifications. Except as expressly modified by this First Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Policy Manual shall continue in full force and effect.

4. Effective Date. This First Amendment becomes effective when Recorded.

[Signature page follows.]

[EXECUTION PAGE TO FIRST AMENDMENT TO THIRD AMENDED AND RESTATED POLICY MANUAL]

Executed on this 24th day of August, 2023.

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of August, 2023, by Chad Matheson, Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)
JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Sep 15, 2023 12:20 PM Fee: $ 110.00
2023106171
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

SECOND AMENDMENT
TO
THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross-reference to Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas, as the same may be amended from time to time.

EASTON PARK

SECOND AMENDMENT TO THIRD AMENDED AND RESTATED POLICY MANUAL *[RESIDENTIAL]*

This *Second Amendment to Third Amended and Restated Policy Manual* ("**Second Amendment to Policy Manual**") for Easton Park is made by Carma Easton LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant, pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas, each as may be further amended from time to time (collectively, the "**Master Covenant**").

B. Declarant further adopted that certain Third Amended and Restated Policy Manual, recorded under Document No. 2019095069 of the Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Third Amended and Restated Policy Manual [Residential], recorded as Document No. 2023097854, Official Public Records of Travis County, Texas. (collectively, the "**Policy Manual**").

C. The definition of "Policy Manual" in *Article 1* of the Master Covenant provides that any amendment to the Policy Manual must be approved by Declarant until expiration or termination of the Development Period.

D. Certain provisions of the Texas Property Code applicable to the Subdivision were amended by the 2023 legislature. To be in compliance with such amendments, Declarant has determined it is appropriate to amend and restate the policies contained as Attachments 3 and 4 of the Policy Manual.

E. Pursuant to *Article 1* of the Master Covenant and through the Recordation of this Second Amendment to Policy Manual, Declarant desires to and hereby so does amend the Policy Manual as set forth in this Second Amendment to Policy Manual.

F. Upon Recordation of this Second Amendment to Policy Manual, those portions of the Property which were already made subject to the Master Covenant are and shall continue to be encumbered by the terms and conditions of the Policy Manual, as amended by this Second Amendment to Policy Manual.

NOW THEREFORE, the Policy Manual is hereby amended as follows:

1. **Second Amended and Restated Attachment 3 of the Policy Manual**. The *Second Amended and Restated Fine and Enforcement Policy* attached hereto as **Attachment 3** shall amend and restate in its entirety the Amended and Restated Fine and Enforcement Policy.

2. **Second Amended and Restated Attachment 4 of the Policy Manual**. The *Second Amended and Restated Assessment Collection Policy* attached hereto as **Attachment 4** shall amend and restate in its entirety the Amended and Restated Assessment Collection Policy.

3. **Definitions**. All capitalized terms shown in this Second Amendment to Policy Manual shall have their meaning as expressed under the Master Covenant unless otherwise indicated herein.

4. **No Other Modifications**. Except as expressly modified by this Second Amendment to Policy Manual, the terms and provisions of the Policy Manual shall continue in full force and effect.

5. **Effective Date**. This Second Amendment to Policy Manual is effective upon Recording in the Official Public Records of Travis County, Texas.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD AMENDED AND RESTATED POLICY MANUAL]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of September, 2023, by Chad Matheson, as Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128848860

ATTACHMENT 3

[see following ten (10) pages]

EASTON PARK

SECOND AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas, as the same may be amended from time to time.

1. **Background**. In accordance with the Master Covenant, the Declarant hereby adopts this Second Amended and Restated Fine and Enforcement Policy ("the "Policy") to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the Applicable Law.

   Terms used in this Policy, but not defined, shall have the meaning subscribed to such term in the Documents.

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

3. **Owner's Liability**. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and Residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

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

5. **General Categories of Restrictive Covenants for which the Association May Assess Fines**. Listed below are the general categories of restrictive covenants for which the Association may assess fines. This Section is adopted to comply with Section 209.0061 of the Texas Property Code which goes into effect on January 1, 2024.

A. Building Violations

(i) Failure to apply and receive approval from the ACC (Category 3);
(ii) Failure to meet minimum square footage requirement (Category 3);
(iii) Failure to adhere to timeline for construction (Category 2);
(iv) Improper construction materials (Category 3);
(v) Improper roofing materials (Category 3);
(vi) Improper temporary structure (Category 2);
(vii) Failure to have exterior color scheme approved by the ACC (Category 3);
(viii) Improper walls, fencing or lighting (Category 2); and
(ix) Improper improvements placed within a drainage or utility easement (Category 3)

B. Storage Violations

(i) Improper use of RVs (Category 1); and
(ii) Improper storage of trailers, boats, recreational vehicles or other equipment (Category 1).

C. Prohibited Items on a Lot

(i) Junk and Debris (Category 1);
(ii) Improper garbage and trash disposal (Category 1);
(iii) Animals on a Lot in violation of the Documents (Category 2); and
(iv) Nuisance activity (Category 1).

D. Miscellaneous

(i) Failure to maintain the Lot or improvements on the Lot in accordance with the Documents (Category 2); and
(ii) Violation of a Rule (Category 1);

6. **Violation Notice; Information Regarding Hearings Described by Section 209.007 of the Texas Property Code**. Except as set forth in *Section 6(C)* below, and only if the Owner is entitled to an opportunity to cure the violation, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the

fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. section *et seq.),* if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

A. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) - (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.

C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines,* if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

7. **Violation Hearing**. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request to the Manager (or the Board if there is no Manager) within thirty (30)

days after the date of the Violation Notice. The Board shall then follow the Rules set forth below and in compliance with the Texas Property Code:

(i) **In General**. Owners may request hearings with the Board to discuss matters involving violations of the Documents, delinquencies in payment, and the actions necessary to cure such violations or delinquencies. This Policy sets forth procedures for conducting a hearing in accordance with Sections 209.006 and 209.007 of the Texas Property Code and applicable provisions in the Documents.

(ii) **Definitions**. Unless the context otherwise specifies or requires, the following words and phrases when used in this policy will have the meanings hereinafter specified:

A. "Board Hearing" means any hearing before the Board pursuant to this Policy.

B. "Code" means the Texas Property Code.

C. "Dedicatory Instrument" has the meaning as defined by Section 209.002(4) of the Code.

D. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to this Policy.

E. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to this Policy.

(iii) **Rules Applicable to Hearings**. The following Rules shall apply to all hearings by the Board pursuant to this Policy:

A. Any Board Hearing will be held in a closed or executive session of the Board.

B. The Board Hearing shall be held no later than the thirtieth (30^{th}) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

C. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

D. The Owner shall attend the Board Hearing (either virtually or in person), but may be represented by another person (i.e., attorney) during the Board Hearing. If the Owner attends the Board Hearing, the notice requirements will be deemed satisfied.

E. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

F. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association within this timeframe, the violation will remain standing.

G. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.

H. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this *Section*.

I. Either party may make an audio recording of the Board Hearing.

J. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the community or for which the Owner is not entitled to an opportunity to cure the violation. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

K. Owners are entitled to one (1) hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

L. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

(iv) **Additional Rules Applicable to Other Hearings**. Additional Rules shall apply to certain hearings by the Board, as described below.

A. Subject to the exceptions set forth in this Policy, this section shall apply to Board Hearings in connection with:

(i) The levying of fines for violations of the Dedicatory Instruments;

(ii) Suspension of an Owner's right to use the Common Areas;

(iii) The filing of a lawsuit against an Owner other than a suit to collect Regular Assessments or Special Assessments or foreclosure under the Association's lien;

(iv) Charging an Owner for property damage; or

(v) Reporting of any delinquency of an Owner to a credit reporting service.

B. The Board shall include with the Hearing Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.

C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.

D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative. Unless otherwise agreed by the Board, each Board Hearing shall be conducted in accordance with the agenda provided below:

AGENDA FOR BOARD HEARINGS

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the Board Hearing agenda.

I. Introduction:

Hearing Officer: The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able

to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation [IF A BOARD HEARING PACKET WAS PROVIDED: and to present photographs or other material relevant to the violation, fines or penalties]. After the Association's representative has finished his or her presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer: This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer: This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

(v) **Conflict**. In the case of any conflict between the Master Covenant and this Policy, the Master Covenant shall control. In the case of any conflict between this Policy and Section 209 of the Texas Property Code, Section 209 of the Texas Property Code shall control.

8. **Due Date**. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the

attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

9. **When Notice and Hearing Provisions Do Not Apply**. The notice and hearing provisions of Section 209.006 and Section 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. The notice and hearing provisions of Section 209.006 and Section 209.007 of the Texas Property Code do not apply to a temporary suspension of an Owner's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspicion action.

10. **Lien Created**. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in the Master Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to the Master Covenant. Unless otherwise provided in the Master Covenant, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to the Master Covenant.

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

12. **Foreclosure**. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

13. **Notice to Owners**. The Association shall provide a copy of this Policy to an Owner of a Lot by (i) posting this Policy on an internet website maintained by the Association or Manager acting on behalf of the Association and accessible to Owners, or (ii) annually sending a copy of this Policy, separately or included in routine communication from the Association or Manager by hand delivery to the Owner, first class mail to the Owner's last known mailing address or e-mail to the e-mail address provided to the Association by the Owner. The Association shall additionally make this Policy available on any publicly accessible internet website maintained the Association or Manager acting on behalf of the Association.

14. **Amendment of Policy**. This policy may be revoked or amended from time to time by the Declarant during the Development Period and by the Board (with the approval of the Declarant during the Development Period). After expiration or termination of the Development Period, this policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association or Declarant records an amendment to this policy in the Travis County Official Public Records.

SCHEDULE OF FINES

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation and to adopt and access a different fine amount on a case-by-case basis after considering the facts of the violation. Any category of fine can be increased for repeat offenses.

FINES*

	Fine Amount:
Category 1:	$25.00 per day. This fine will be charged daily until the violating condition is corrected.
Category 2:	$35.00 per day. This fine will be charged daily until the violating condition is corrected.
Category 3:	$50.00 per day. This fine will be charged daily until the violating condition is corrected.
New Violation:	
Notice of Violation	(See Category Fine Amount above) (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)
Repeat Violation (No Right to Cure or Uncurable Violation):	(See Category Fine Amount above plus the additional amount provided below) 1st Notice $50.00 2nd Notice $75.00 3rd Notice $100.00 4th Notice $125.00

Continuous Violation:	Fine Amount:
Continuous Violation Notice	Amount TBD

*The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

ATTACHMENT 4

[see following six(6) pages]

EASTON PARK

SECOND AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Amended and Restated Master Covenant, recorded under Document No. 2016027307, Official Public Records of Travis County, Texas, as amended by that certain Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas, as the same may be amended from time to time.

In accordance with the Master Covenant, the Declarant hereby adopts this Second Amended and Restated Assessment Collection Policy ("the "Policy") to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the Applicable Law.

Terms used in this Policy, but not defined, shall have the meaning subscribed to such term in the Documents.

SECTION 1. DELINQUENCIES, LATE CHARGES, AND INTEREST

1-A. **Due Date**. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. **Delinquent**. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full—including collection costs, interest and late fees.

1-C. **Late Fees and Interest**. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25.00 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1½% per month) until paid in full.

1-D. **Liability for Collection Costs**. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. **Insufficient Funds**. The Association may levy a charge of $25.00 (or other reasonable charge established by the Board) for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. **Waiver**. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS AND ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. **Application of Payments**. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Any delinquent Assessments;
(2) Any current Assessments;
(3) Any reasonable attorney's fees and reasonable third-party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
(4) Any reasonable attorney's fees incurred by the Association that are not subject to Item (3) above;
(5) Any reasonable fines assessed by the Association; and
(6) Any other reasonable amount owed to the Association.

If, at the time the Association receives a payment from an Owner and the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified above and in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

3-B. **Payment Plans**. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under *Paragraph 5-B* expires.

3-C. **Form of Payment**. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. **Partial and Conditioned Payment**. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs

when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. **Notice of Payment**. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, and a copy thereof to be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. **Correction of Credit Report**. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

4-A. **Collection Costs**. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

5-A. **Delegation of Collection Procedures**. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Management Company, an attorney, or a debt collector.

5-B. **Delinquency Notices**. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has forty-five (45) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. **Verification of Owner Information**. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.

5-D. **Collection Agency**. The Board may employ or assign the debt to one or more collection agencies.

5-E. **Notification of Mortgage Lender**. The Association may notify the Mortgage lender of the default obligations.

5-F. **Credit Bureau Notification**. The Association may report the delinquent payment history of Assessments, fines, and fees of Owners to a credit reporting service (the "**Credit Bureau Notification**") only if:

(i) At least thirty (30) business days before the Credit Bureau Notification, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and

(ii) The Owner has been given the opportunity to enter into a payment plan.

The Association may not charge a fee to an Owner for the Credit Bureau Notification.

Notwithstanding the foregoing, pursuant to Section 209.0065 of the Texas Property Code, the Association or the Association's collection agent may not report any delinquent fines, fees, or Assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association.

To ensure proper compliance with Applicable Law, the Board is encouraged to contact the Association's attorney prior to any Credit Bureau Notification.

5-G. **Collection by Attorney**. If the Owner's account remains delinquent for a period of ninety (90) days, the Management Company of the Association or the Board of the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Two Statutory Notices: Section 209.0094 of the Texas Property Code requires an Association to provide two (2) statutory notices of delinquency to an Owner before it can file a notice of assessment lien in the official public records of the county in which the subdivision development is located. Section 209.0094 requires the Association to provide a first notice of delinquency to the Owner by first class mail or email and then a second notice of delinquency to the Owner by certified mail, return receipt requested. Section 209.0094 provides further the second notice of delinquency cannot be sent until at least thirty (30) days after the first notice of delinquency is sent to the Owner and the notice of assessment lien cannot be recorded until ninety (90) days after the second notice of assessment lien is sent to the homeowner.

(2) First Lien Notice: Preparation and sending via first class mail to the Owner's last known mailing address, as reflected in records maintained by the Association or by e-mail to an e-mail address the Owner has provided to the Association of a First Lien Notice and Demand for Payment Letter to Owner; if the account is not paid in full within thirty (30) days, then

(3) Second Lien Notice: Preparation and mailing via certified mail, return receipt requested of a Second Lien Notice and Demand for Payment to Owner to the Owner's last known mailing address, as reflected in the records maintained by the Association; if the account is not paid in full within thirty (30) days, then

(4) Foreclosure of Lien: Notice of assessment lien is to be recorded only upon specific approval by a majority of the Board. The notice of assessment lien cannot be recorded until ninety (90) days after the Second Lien Notice and Demand for Payment is sent to the Owner.

The notices provided above do not apply to an Association providing an Owner notices covered by the Servicemembers Civil Relief Act (50 U.S.C. Section 3901 et seq.) (the protections to which an Owner is entitled under such Act control).

Note: Texas law requires that two (2) notices must precede the recording of any lien. For accounts that become delinquent on or after September 1, 2023, a lien may only be recorded after notice of the delinquency has been sent (1) to the Owner by e-mail using an e-mail address the Owner has provided to the Association or alternatively by first-class mail (the first-class mail requirement may be satisfied by a letter sent by USPS certified mail) sent to the Owner's last known mailing address, as reflected in records maintained by the Association; and also (2) to the Owner, by certified mail, return receipt requested, direct to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be sent at least thirty (30) days after the first required notice of delinquency has been sent to the Owner and the lien may only be recorded if at least ninety (90) days have passed since the date the certified delinquency notice was sent to the Owner. The foregoing requirements conform to the requirements set forth in Chapter 209 of the Texas Property Code and apply to the extent applicable law continues to require such procedures.

5-H. **Notice of Lien**. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.

5-I. **Cancellation of Debt**. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. **Suspension of Use of Certain Facilities of Services**. The Board may suspend the use of the Common Area amenities by an Owner, or his occupant, whose account with the Association is delinquent for at least thirty (30) days.

5-K. **Suspension of Voting**. The Board may suspend an Owner's right to vote for any period during which any Assessment against such Owner's Lot remains past due for at least thirty (30) days and for any period during which such Owner is in violation of any provision of the Documents; provided however, an Owner may continue to vote should a vote be held for an election of board members, or if the vote is on any matter concerning the rights or responsibilities of the Owners (despite a delinquency on Assessments or violation of the Documents) in accordance with Section 209.0059 of the Texas Property Code.

SECTION 6. GENERAL PROVISIONS

6-A. **Independent Judgment**. Notwithstanding the contents of this detailed policy, the officers, directors, Management Company, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

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

6-C. **Limitations of Interest**. The Association, and its officers, directors, Management Company, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

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

6-E. **Amendment of Policy**. This policy may be revoked or amended from time to time by the Declarant during the Development Period and by the Board (with the approval of the Declarant during the Development Period). After expiration or termination of the Development Period, this policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association or Declarant records an amendment to this policy in the Travis County Official Public Records.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 09, 2019 09:56 AM Fee: $38.00
2019120289
Electronically Recorded

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

MANAGEMENT CERTIFICATE
FOR
EASTON PARK MASTER COMMUNITY, INC.

The undersigned, being an officer of Easton Park Master Community, Inc., a Texas nonprofit corporation, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Easton Park.

2. The name of the association: Easton Park Master Community, Inc., a Texas nonprofit corporation.

3. The recording data for the subdivision: Multiple plats have been filed for this subdivision. To obtain copies of plats, please contact the Travis County Clerk. The following plats, as may be amended from time to time, include those tracts of real property currently annexed into the Easton Park subdivision.

   (a) Easton Park, Section 1A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201500121, Official Public Records of Travis County, Texas.

   (b) Easton Park, Section 1C, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600197, Official Public Records of Travis County, Texas.

   (c) Easton Park, Section 1C, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700293, Official Public Records of Travis County, Texas.

(d) Easton Park, Section 2A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600229, Official Public Records of Travis County, Texas.

(e) Easton Park, Section 2A.1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700254, Official Public Records of Travis County, Texas.

(f) Easton Park, Section 2A.2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700253, Official Public Records of Travis County, Texas.

(g) Easton Park, Section 2B, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700302, Official Public Records of Travis County, Texas.

(h) Easton Park, Section 2B, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201900102, Official Public Records of Travis County, Texas.

(i) Easton Park, Section 2B, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700307, Official Public Records of Travis County, Texas.

4. The recording data for the declaration: Further documentation is on file for this subdivision. To obtain copies of the latest documentation, please contact the manager of the association, as set forth in Item 6 below.

(a) Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307, Official Public Records of Travis County, Texas.

(b) Easton Park Amended and Restated Development Area Declaration [Single-Family Residential], recorded as Document No. 2016027353, Official Public Records of Travis County, Texas.

(i) Easton Park First Supplement to Development Area Declaration [Single-Family Residential], recorded as Document No. 2017202751, Official Public Records of Travis County, Texas.

(ii) Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*] [*Section 2A*], recorded as Document No. 2018045961, Official Public Records of Travis County, Texas.

(c) Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019081452, Official Public Records of Travis County, Texas.

5. The name and mailing address of the association: Easton Park Master Community, Inc., c/o Brookfield Residential Properties, 11501 Alterra Parkway, Suite 100, Austin, Texas 78758.

6. The mailing address of the person managing the association: Larry Sheeler, Community Manager, Brookfield Residential Properties, 11501 Alterra Parkway, Suite 100, Austin, Texas 78758.

[SIGNATURE PAGE TO FOLLOW]

[EXECUTION PAGE TO MANAGEMENT CERTIFICATE]

Executed to be effective on the date this instrument is Recorded.

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____

Printed Name: CHAD MATTHESON

Title: PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of August, 2019, by Chad Matheson, President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

Gigi Whitehead
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Dec 02, 2019 04:18 PM Fee: $34.00
2019188989
Electronically Recorded

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

A Mixed-Use Master Planned Community in Travis County, Texas

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to *Section 3.04* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby removes the following individual from the Board of Directors of the Association:

Luke Gosda

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Matt McCafferty

The Board of Directors shall now consist of Chad Matheson, Matt McCafferty, and Paige Kamel.

Declarant hereby appoints the following individuals to the Officer positions herein below:

Chad Matheson – President
Matt McCafferty - Vice-President
Paige Kamel - Secretary/Treasurer

All prior appointments of Officers are hereby revoked as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

[SIGNATURE PAGE TO DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of December, 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public, State of Texas

DocuSign Envelope ID: 2BE1B5C2-C54E-4A8C-BC37-C1EB5FF39503

Easton Park Master Community, Inc.

Action of Board of Directors by Unanimous Consent

The undersigned, being all of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "Association"), do hereby adopt the following resolution effective as of May 21, 2020.

UNANIMOUSLY RESOLVED: The Board of Directors hereby adds a fourth director position. In accordance with Section 5.1(a) of the Bylaws of the Association, the number of Directors shall be determined by the Board of Directors from time to time, but shall not be less than three in number.

The signing of this Unanimous Consent shall constitute full ratification and approval of the content hereof by all Directors, as well as waiver of notice and waiver of a meeting by all Directors.

This Unanimous Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Consent shall be filed in the minute book of the Association and become a part of the records of the Association.

DocuSigned by:
Scott Turner
5A1E85B2AFDC44C...
Scott Turner, Director

DocuSigned by:
Matthew McCafferty
535B8284A96F47B...
Matthew McCafferty, Director

DocuSigned by:
Paige Kamel
90B5E958226B443...
Paige Kamel, Director

DocuSigned by:
Blake McAlister
3FC148D1D8BE49B...
Blake McAlister, Director

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
May 21, 2020 03:45 PM Fee: $34.00
2020082383
Electronically Recorded

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

A Master Planned Community in
Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to *Section 3.04(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Scott Turner
Matthew McCafferty
Paige Kamel
Blake McAlister

Declarant hereby appoints the following individuals to the Officer positions herein below:

Scott Turner – President
Matthew McCafferty – Vice President
Paige Kamel – Secretary
Blake McAlister – Treasurer

All prior appointments of Officers are hereby revoked as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK MASTER COMMUNITY, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 19th day of May, 2020, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(seal)

DOROTHEA L JENKINS
Notary ID #10797346
My Commission Expires
January 24, 2023

DocuSign Envelope ID: 8F478A73-95D9-45E6-B579-74E7FCA2F4EB

Easton Park Master Community, Inc.

Action of Board of Directors by Unanimous Consent

The undersigned, being all of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "Association"), do hereby adopt the following resolution effective as of July 31, 2020:

UNANIMOUSLY RESOLVED: Pursuant to Section 5.03 of the *Easton Park Amended and Restated Master Covenant [Residential]*, recorded as Document No. 2016027307, Official Public Records of Travis County, Texas, as amended, the Board of Directors, in its sole and absolute discretion, hereby designates that all Regular Assessments are due and payable to the Association during the fiscal year in equal monthly installments on or before the first day of each month. The prior practice of collecting Regular Assessments on a quarterly basis shall be discontinued.

The signing of this Unanimous Consent shall constitute full ratification and approval of the content hereof by all Directors, as well as waiver of notice and waiver of a meeting by all Directors.

This Unanimous Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Consent shall be filed in the minute book of the Association and become a part of the records of the Association.

DocuSigned by:
Scott Turner
5A1E85B2AFDC44C...
Scott Turner, Director

DocuSigned by:
Matthew McCafferty
535B8284A96F47B...
Matthew McCafferty, Director

DocuSigned by:
Paige Kamel
90B5E958226B443...
Paige Kamel, Director

DocuSigned by:
Blake McAlister
3FC148D1D8BF49B...
Blake McAlister, Director

DocuSign Envelope ID: 8EB32193-DDDA-4AD4-9E97-6323874AF8BA

Easton Park Master Community, Inc.
Action of Board of Directors by Unanimous Consent

The undersigned, being all of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "Association"), do hereby adopt the following resolution effective as of October 1, 2020.

UNANIMOUSLY RESOLVED: The Association shall administer and process Assessments levied pursuant to the *Easton Park Amended and Restated Master Covenant [Residential]*, recorded as Document No. 2016027307, Official Public Records of Travis County, Texas, as amended, levied upon Condominium Unit Owners in the Union Park West Condominiums created pursuant to that certain *Development Area Declaration of Condominium Regime for Union Park West Condominiums*, recorded as Document No. 2019122805, Official Public Records of Travis County, Texas, as amended and in the EP Residential Condominiums, created pursuant to that certain *Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums*, recorded as Document No. 2019032680, Official Public Records of Travis County, Texas, as amended, on an individual Condominium Unit Owner basis. The prior process of having the Union Park West Condominium Association, Inc., a Texas nonprofit corporation and EP Residential Condominiums Association, Inc., a Texas nonprofit corporation administer Association Assessments on behalf its Condominium Unit Owners shall be discontinued.

The signing of this Unanimous Consent shall constitute full ratification and approval of the content hereof by all Directors, as well as waiver of notice and waiver of a meeting by all Directors.

This Unanimous Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Consent shall be filed in the minute book of the Association and become a part of the records of the Association.

DocuSigned by:
Scott Turner
A2E1F2F209FB436...
Scott Turner, Director

DocuSigned by:
Matthew McCafferty
97ABF66F9D2842C...
Matthew McCafferty, Director

DocuSigned by:
Blake McAlister
3FC148D1D8BE49B...
Blake McAlister, Director

DocuSigned by:
Paige Kamel
90B5E958226B443...
Paige Kamel, Director

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jun 04, 2021 10:11 AM Fee: $34.00
2021125061
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

A Master Planned Community in
Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to *Section 3.04(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Board of Directors
Matthew McCafferty
Michael Lobo
Blake McAlister
AJ Zorn

Declarant hereby appoints the following individuals to the Officer positions herein below:

Matthew McCafferty – President
AJ Zorn – Vice President
Michael Lobo – Secretary
Blake McAlister – Treasurer

All prior appointments of Directors and Officers are hereby and the named Directors and Officers above are appointed as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK MASTER COMMUNITY, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

Form 401

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

Filing Fee: See Instructions

Statement of Change of Registered Office/Agent

Filed in the Office of the Secretary of State of Texas
Filing #: 802143382 06/28/2021
Document #: 1062246780003
Image Generated Electronically for Web Filing

Entity Information

The name of the entity is :

Easton Park Master Community, Inc.

The file number issued to the entity by the secretary of state is: **802143382**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:

Alliance Association Management, Inc

115 Wild Basin Rd., Suite 308, Austin, TX, USA 78746

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

☑ A. The new registered agent is an organization by the name of:

Easton Park Master Community c/o DMB Community Life, Inc.

OR

☐ B. The new registered agent is an individual resident of the state whose name is:

Registered Office Change

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

7604 Solari Drive, Austin, TX, USA 78746

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Consent of Registered Agent

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

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

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

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

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

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: **June 28, 2021** **Christy Gross**

Signature of authorized person(s)

FILING OFFICE COPY

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 12, 2021 04:07 PM Fee: $34.00
2021180128
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

EASTON PARK

A Master Planned Community in
Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to *Section 3.04(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Board of Directors
Matthew Chase
Matthew McCafferty
Paige Kamel
Blake McAlister

Declarant hereby appoints the following individuals to the Officer positions herein below:

Matthew Chase – President
Matthew McCafferty – Vice President
Paige Kamel – Secretary
Blake McAlister – Treasurer

All prior appointments of Directors and Officers are hereby revoked and the named Directors and Officers above are appointed as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK MASTER COMMUNITY, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 12th day of August, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Jul 22, 2022 08:57 AM Fee: $34.00
2022125971
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

A Master Planned Community in
Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to *Section 3.04(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Board of Directors
Matthew Chase
Matthew McCafferty
Paige Wilkerson
Blake McAlister

Declarant hereby appoints the following individuals to the Officer positions herein below:

Matthew Chase – President
Matthew McCafferty – Vice President
Paige Wilkerson – Secretary
Blake McAlister – Treasurer

All prior appointments of Directors and Officers are hereby revoked and the named Directors and Officers above are appointed as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK MASTER COMMUNITY, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of July, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

ELECTRONICALLY RECORDED 2018049558
TRV 5 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION SPECIAL WARRANTY DEED

Date: August 30, 2016

Grantor: Carma Easton LLC, a Texas limited liability company

Grantor's Mailing Address (including county):
11501 Alterra Pkwy., Suite 100, Austin, Travis County, Texas 78758

Grantee: Easton Park Master Community, Inc., a Texas non-profit corporation

Grantee's Mailing Address (including county):
c/o Goodwin Management, Inc., P.O. Box 203310, Austin, Travis County, Texas 78720-3310

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements): See **Exhibit A**

Reservations from and Exceptions to Conveyance and Warranty:

> Easements, set-backs, and rights-of-way of record, liens for current taxes which are not yet due and payable; all presently recorded agreements, restrictions, reservations, covenants, conditions, mineral severances, and other documents that affect the Property, but only to the extent that they are valid, still in effect and relating to the Property as of the date of this Special Warranty Deed.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Grantor hereby confirms that the Property is Common Area (as defined in the Easton Park Master Covenant executed effective as of March 4, 2015, and recorded in Document No. 2015030792 of the Official Public Records of Travis County, Texas).

When the context requires, singular nouns and pronouns include the plural.

This Correction Special Warranty Deed is made in order to correct that certain Special Warranty Deed from Grantor to Grantee dated August 30, 2016, which is recorded in Document No. 2016143692 of the Official Public Records of Travis County, Texas, wherein by error or mistake Exhibit A to such Special Warranty Deed inadvertently included "Lot 1, Block D" in the description of the Property being conveyed. Such description should not have, in truth and fact, included "Lot 1, Block D" and "Lot 1, Block D" has been removed from Exhibit A to this Correction Special Warranty Deed. This Correction Special Warranty Deed is given in order to correct said mistake, and is to be effective as of the date of said former instrument and in all other respects expressly ratifies and confirms said former instrument.

[Signature Page Follows.]

EXECUTED on the date set forth in the acknowledgements below to be effective as of the date first written above.

Grantor:

Carma Easton LLC,
a Texas limited liability company

By: _____
Chad Matheson
Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1 day of November, 2017, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said company.

NAOMI JASSO
Notary Public, State of Texas
Comm. Expires 04-09-2020
Notary ID 128951311

_____
Notary Public, State of Texas

After recording, please return to:

DuBois, Bryant & Campbell, LLP
Attn: E. Scott Lineberry
303 Colorado, Suite 2300
Austin, Texas 78701

Grantee:

Easton Park Master Community, Inc.,
a Texas non-profit corporation

By: _____
Name: Logan Kimble
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledge before me on the 1st day of November, 2017, by Logan Kimble, President of Easton Park Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

KYLE RICHARD MCCRACKEN
Notary Public, State of Texas
My Commission Expires
March 31, 2019

_____
Notary Public, State of Texas

Exhibit A

Lots 1, 7, 17, 36 and 53, Block A, Lots 1, 22, 40, 55, 66, 81 and 98, Block B, and Lot 1, Block C, of EASTON PARK, SECTION 1A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201500121, Official Public Records, Travis County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
April 03 2018 12:18 PM
FEE: $ 42.00 **2018049558**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 11, 2022 04:29 PM Fee: $54.00
2022165652
Electronically Recorded

After Recording, Return To:
McLean & Howard, L.L.P.
William P. McLean
Leslie Keyser
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

MANAGEMENT CERTIFICATE
FOR
EASTON PARK MASTER COMMUNITY, INC.

The undersigned, being an officer of Easton Park Master Community, Inc., a Texas nonprofit corporation, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Easton Park.

2. The name of the association: Easton Park Master Community, Inc., a Texas nonprofit corporation.

3. The recording data for the subdivision: Multiple plats have been filed for this subdivision. To obtain copies of plats, please contact the Travis County Clerk. The following plats, as may be amended from time to time, include those tracts of real property currently annexed into the Easton Park subdivision.

   (a) Easton Park, Section 1A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201500121, Official Public Records of Travis County, Texas.

   (b) Easton Park, Section 1B, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600268, Official Public Records of Travis County, Texas.

      (i) Easton Park, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700270, Official Public Records of Travis County, Texas.

(ii) Easton Park, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100043, Official Public Records of Travis County, Texas.

(iii) Easton Park, Resubdivision of Lot 4A, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100243, Official Public Records of Travis County, Texas.

(c) Easton Park, Section 1C, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600197, Official Public Records of Travis County, Texas.

(d) Easton Park, Section 1C, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700293, Official Public Records of Travis County, Texas.

(e) Easton Park, Section 2A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600229, Official Public Records of Travis County, Texas.

(f) Easton Park, Section 2A.1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700254, Official Public Records of Travis County, Texas.

(g) Easton Park, Section 2A.2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700253, Official Public Records of Travis County, Texas.

(h) Easton Park, Section 2A, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100033, Official Public Records of Travis County, Texas.

(i) Easton Park, Section 2A, Phase 4, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100034, Official Public Records of Travis County, Texas.

(j) Easton Park, Section 2B, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700302, Official Public Records of Travis County, Texas.

(k) Easton Park, Section 2B, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201900102, Official Public Records of Travis County, Texas.

(l) Easton Park, Section 2B, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700307, Official Public Records of Travis County, Texas.

(m) Easton Park, Section 2C, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201900209, Official Public Records of Travis County, Texas.

(n) Easton Park, Section 2C, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202000104, Official Public Records of Travis County, Texas.

(o) Easton Park, Section 2D, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100207, Official Public Records of Travis County, Texas.

(p) Easton Park, Section 2D, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100296, Official Public Records of Travis County, Texas.

(q) Easton Park, Section 2D, Phase 3 a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202200044, Official Public Records of Travis County, Texas.

(r) Easton Park, Section 3A, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100134, Official Public Records of Travis County, Texas.

(s) Easton Park, Section 3A, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100168, Official Public Records of Travis County, Texas.

(t) Easton Park, Section 4A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202000215, Official Public Records of Travis County, Texas.

(u) Easton Park, Prospect Park, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100268, Official Public Records of Travis County, Texas.

4. The recording data for the declaration: Further documentation is on file for this subdivision. To obtain copies of the latest documentation, please contact the manager of the association, as set forth in Item 6 below.

(a) Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas.

(b) Easton Park Amended and Restated Development Area Declaration [Single-Family Residential], recorded as Document No. 2016027353, Official Public Records of Travis County, Texas.

(i) Easton Park First Supplement to Development Area Declaration [Single-Family Residential], recorded as Document No. 2017202751, Official Public Records of Travis County, Texas.

(ii) Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*] [*Section 2A*], recorded as Document No. 2018045961, Official Public Records of Travis County, Texas.

(c) Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019081452, Official Public Records of Travis County, Texas.

(ii) Easton Park Second Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019199900, Official Public Records of Travis County, Texas.

(iii) Easton Park Third Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2020168244, Official Public Records of Travis County, Texas.

(iv) Easton Park Fourth Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2020206796, Official Public Records of Travis County, Texas.

(d) Easton Park Development Area Declaration of Condominium Regime for Union Park West Condominiums, recorded as Document No. 2019122805, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Development Area Declaration of Condominium Regime for Union Park West Condominiums, recorded as Document No. 2020002660, Official Public Records of Travis County, Texas.

(e) Easton Park Development Area Declaration [Multi-Family], recorded as Document No. 2021273063, Official Public Records of Travis County, Texas.

(f) Easton Park Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2016027463 , Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022094527, Official Public Records of Travis County, Texas.

(i) Easton Park Second Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022099688, Official Public Records of Travis County, Texas.

(g) Easton Park Amended and Restated Adoption of Working Capital Assessment [Residential], recorded as Document No. 2015192019, Official Public Records of Travis County, Texas.

(h) Easton Park Amended and Restated Notice of Annexation [Section 1A], recorded as Document No. 2016028051, Official Public Records of Travis County, Texas.

(i) Easton Park Amended and Restated Notice of Annexation [Section 1B], recorded as Document No. 2019179246, Official Public Records of Travis County, Texas.

(j) Easton Park Notice of Annexation [Section 1B], recorded as Document No. 2021276364, Official Public Records of Travis County, Texas.

(k) Easton Park Notice of Annexation [Section 1C], recorded as Document No. 2016206243, Official Public Records of Travis County, Texas.

(l) Easton Park Notice of Annexation [Section 1C, Phase 2], recorded as Document No. 2018001570, Official Public Records of Travis County, Texas.

(m) Easton Park Notice of Annexation [Section 2A], recorded as Document No. 2018046545, Official Public Records of Travis County, Texas.

(n) Easton Park Amended and Restated Notice of Annexation [EP Residential Condominiums], recorded as Document No. 2019174722, Official Public Records of Travis County, Texas.

(o) Easton Park Notice of Annexation [Section 2A, Phase 3], recorded as Document No. 2021040055, Official Public Records of Travis County, Texas.

(p) Easton Park Notice of Annexation [Section 2A, Phase 4], recorded as Document No. 2021040057, Official Public Records of Travis County, Texas.

(q) Easton Park Notice of Annexation [Section 2B, Phase 1], recorded as Document No. 2017202427, Official Public Records of Travis County, Texas.

(r) Easton Park Notice of Annexation [Section 2B, Phase 2], recorded as Document No. 2019082440, Official Public Records of Travis County, Texas.

(s) Easton Park Notice of Annexation [Section 2B, Phase 3], recorded as Document No. 2017204669, Official Public Records of Travis County, Texas.

(t) Easton Park Notice of Annexation [Section 2C, Phase 1], recorded as Document No. 2019162822, Official Public Records of Travis County, Texas.

(u) Easton Park Notice of Annexation [Section 2C, Phase 2], recorded as Document No. 2020090078, Official Public Records of Travis County, Texas.

(v) Easton Park Notice of Annexation [Section 2D, Phase 1], recorded as Document No. 2021199390, Official Public Records of Travis County, Texas.

(w) Easton Park Notice of Annexation [Section 2D, Phase 2], recorded as Document No. 2022013139, Official Public Records of Travis County, Texas.

(x) Easton Park Notice of Annexation [Section 2D, Phase 3], recorded as Document No. 2022050373, Official Public Records of Travis County, Texas.

(y) Easton Park Notice of Annexation [Section 3A, Phase 1], recorded as Document No. 2021125311, Official Public Records of Travis County, Texas.

(z) Easton Park Notice of Annexation [Section 3A, Phase 2], recorded as Document No. 2021164462, Official Public Records of Travis County, Texas.

(aa) Easton Park Notice of Annexation [Section 3B, Phase 1], recorded as Document No. 2021250166, Official Public Records of Travis County, Texas.

(bb) Easton Park Notice of Annexation [Section 4A], recorded as Document No. 2020184638, Official Public Records of Travis County, Texas.

(cc) Easton Park Notice of Annexation [Residential], recorded as Document No. 2021269826, Official Public Records of Travis County, Texas.

(dd) Easton Park Notice of Annexation [Residential], recorded as Document No. 2021275351, Official Public Records of Travis County, Texas.

5. The Name, Mailing Address, Phone Number, and Email Address of the Association's Designated Representative:

Easton Park Master Community, Inc.
c/o Cohere Life
7604 Solari Drive, Austin, Texas 78744
Attn: Community Manager
512-641-3975
eastonpark@coherelife.com

6. Association's Website Address Where the Subdivision's Restrictions are Posted:

www.eastonparkresidents.com

7. Amount and Description of Any Fees Charged by the Association Related to Transfers (Transfer Fees):

Transfer Fee:	$175.00
Resale Certificate Fee:	$375.00
Working Capital Fee:	$300.00
Upfront Monthly Assessments Collected at Closing:	Two months of Regular Assessments
Community Enhancement Fee:	The Transfer Price multiplied by 0.005% (resales only)

Prospective purchasers are advised to independently examine all dedicatory instruments of the Subdivision and Association prior to purchase. Prospective purchasers may obtain copies of documents from the Management Company or from the Association's Website.

[SIGNATURE PAGE TO FOLLOW]

[EXECUTION PAGE TO MANAGEMENT CERTIFICATE FOR EASTON PARK MASTER COMMUNITY, INC.]

Executed to be effective on the date this instrument is Recorded.

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Matthew Chase, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11th day of October, 2022, by Matthew Chase, as the President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

_____
Notary Public, State of Texas

(seal)

KYMBERLEE IZQUIERDO
Notary Public, State of Texas
Comm. Expires 11-08-2024
Notary ID 130893862

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 15, 2022 01:37 PM Fee: $38.00
2022192187
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

A Master Planned Community in
Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to *Section 3.04(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby removes the following individuals from the Board of Directors of the Association:

Matthew McCafferty
Paige Wilkerson

Declarant hereby removes the following individuals from the Officer positions stated below for the Association:

Matthew McCafferty – Vice-President
Paige Wilkerson – Secretary

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Brad Chelton
Alison Grotzinger

Declarant hereby appoints the following individuals to the Officer positions for the Association set forth as follows:

Brad Chelton – Vice-President
Alison Grotzinger – Secretary

The Board of Directors of the Association shall now consist of the following persons:

Board of Directors
Matthew Chase
Brad Chelton
Blake McAlister
Alison Grotzinger

The Officers of the Association shall now consist of the following persons:

Matthew Chase – President
Brad Chelton – Vice President
Alison Grotzinger – Secretary
Blake McAlister – Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK MASTER COMMUNITY, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 12th day of December, 2022, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 15, 2022 04:31 PM Fee: $54.00
2022192540
Electronically Recorded

After Recording, Return To:
McLean & Howard, L.L.P.
William P. McLean
Leslie Keyser
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

MANAGEMENT CERTIFICATE
FOR
EASTON PARK MASTER COMMUNITY, INC.

The undersigned, being an officer of Easton Park Master Community, Inc., a Texas nonprofit corporation, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Easton Park.

2. The name of the association: Easton Park Master Community, Inc., a Texas nonprofit corporation.

3. The recording data for the subdivision: Multiple plats have been filed for this subdivision. To obtain copies of plats, please contact the Travis County Clerk. The following plats, as may be amended from time to time, include those tracts of real property currently annexed into the Easton Park subdivision.

   (a) Easton Park, Section 1A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201500121, Official Public Records of Travis County, Texas.

   (b) Easton Park, Section 1B, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600268, Official Public Records of Travis County, Texas.

      (i) Easton Park, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700270, Official Public Records of Travis County, Texas.

(ii) Easton Park, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100043, Official Public Records of Travis County, Texas.

(iii) Easton Park, Resubdivision of Lot 4A, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100243, Official Public Records of Travis County, Texas.

(c) Easton Park, Section 1C, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600197, Official Public Records of Travis County, Texas.

(d) Easton Park, Section 1C, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700293, Official Public Records of Travis County, Texas.

(e) Easton Park, Section 2A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600229, Official Public Records of Travis County, Texas.

(f) Easton Park, Section 2A.1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700254, Official Public Records of Travis County, Texas.

(g) Easton Park, Section 2A.2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700253, Official Public Records of Travis County, Texas.

(h) Easton Park, Section 2A, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100033, Official Public Records of Travis County, Texas.

(i) Easton Park, Section 2A, Phase 4, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100034, Official Public Records of Travis County, Texas.

(j) Easton Park, Section 2B, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700302, Official Public Records of Travis County, Texas.

(k) Easton Park, Section 2B, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201900102, Official Public Records of Travis County, Texas.

(l) Easton Park, Section 2B, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700307, Official Public Records of Travis County, Texas.

(m) Easton Park, Section 2C, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201900209, Official Public Records of Travis County, Texas.

(n) Easton Park, Section 2C, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202000104, Official Public Records of Travis County, Texas.

(o) Easton Park, Section 2D, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100207, Official Public Records of Travis County, Texas.

(p) Easton Park, Section 2D, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100296, Official Public Records of Travis County, Texas.

(q) Easton Park, Section 2D, Phase 3 a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202200044, Official Public Records of Travis County, Texas.

(r) Easton Park, Section 3A, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100134, Official Public Records of Travis County, Texas.

(s) Easton Park, Section 3A, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100168, Official Public Records of Travis County, Texas.

(t) Easton Park, Section 4A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202000215, Official Public Records of Travis County, Texas..

(u) Easton Park, Prospect Park, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100268, Official Public Records of Travis County, Texas.

4. The recording data for the declaration: Further documentation is on file for this subdivision. To obtain copies of the latest documentation, please contact the manager of the association, as set forth in Item 6 below.

(a) Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas.

(b) Easton Park Amended and Restated Development Area Declaration [Single-Family Residential], recorded as Document No. 2016027353, Official Public Records of Travis County, Texas.

(i) Easton Park First Supplement to Development Area Declaration [Single-Family Residential], recorded as Document No. 2017202751, Official Public Records of Travis County, Texas.

(ii) Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*] [*Section 2A*], recorded as Document No. 2018045961, Official Public Records of Travis County, Texas.

(c) Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019081452, Official Public Records of Travis County, Texas.

(ii) Easton Park Second Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019199900, Official Public Records of Travis County, Texas.

(iii) Easton Park Third Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2020168244, Official Public Records of Travis County, Texas.

(iv) Easton Park Fourth Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2020206796, Official Public Records of Travis County, Texas.

(d) Easton Park Development Area Declaration of Condominium Regime for Union Park West Condominiums, recorded as Document No. 2019122805, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Development Area Declaration of Condominium Regime for Union Park West Condominiums, recorded as Document No. 2020002660, Official Public Records of Travis County, Texas.

(e) Easton Park Development Area Declaration [Multi-Family], recorded as Document No. 2021273063, Official Public Records of Travis County, Texas.

(f) Easton Park Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2016027463 , Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022094527, Official Public Records of Travis County, Texas.

(i) Easton Park Second Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022099688, Official Public Records of Travis County, Texas.

(g) Easton Park Second Amended and Restated Adoption of Working Capital Assessment [Residential], recorded as Document No. 2022192193, Official Public Records of Travis County, Texas.

(h) Easton Park Amended and Restated Notice of Annexation [Section 1A], recorded as Document No. 2016028051, Official Public Records of Travis County, Texas.

(i) Easton Park Amended and Restated Notice of Annexation [Section 1B], recorded as Document No. 2019179246, Official Public Records of Travis County, Texas.

(j) Easton Park Notice of Annexation [Section 1B], recorded as Document No. 2021276364, Official Public Records of Travis County, Texas.

(k) Easton Park Notice of Annexation [Section 1C], recorded as Document No. 2016206243, Official Public Records of Travis County, Texas.

(l) Easton Park Notice of Annexation [Section 1C, Phase 2], recorded as Document No. 2018001570, Official Public Records of Travis County, Texas.

(m) Easton Park Notice of Annexation [Section 2A], recorded as Document No. 2018046545, Official Public Records of Travis County, Texas.

(n) Easton Park Amended and Restated Notice of Annexation [EP Residential Condominiums], recorded as Document No. 2019174722, Official Public Records of Travis County, Texas.

(o) Easton Park Notice of Annexation [Section 2A, Phase 3], recorded as Document No. 2021040055, Official Public Records of Travis County, Texas.

(p) Easton Park Notice of Annexation [Section 2A, Phase 4], recorded as Document No. 2021040057, Official Public Records of Travis County, Texas.

(q) Easton Park Notice of Annexation [Section 2B, Phase 1], recorded as Document No. 2017202427, Official Public Records of Travis County, Texas.

(r) Easton Park Notice of Annexation [Section 2B, Phase 2], recorded as Document No. 2019082440, Official Public Records of Travis County, Texas.

(s) Easton Park Notice of Annexation [Section 2B, Phase 3], recorded as Document No. 2017204669, Official Public Records of Travis County, Texas.

(t) Easton Park Notice of Annexation [Section 2C, Phase 1], recorded as Document No. 2019162822, Official Public Records of Travis County, Texas.

(u) Easton Park Notice of Annexation [Section 2C, Phase 2], recorded as Document No. 2020090078, Official Public Records of Travis County, Texas.

(v) Easton Park Notice of Annexation [Section 2D, Phase 1], recorded as Document No. 2021199390, Official Public Records of Travis County, Texas.

(w) Easton Park Notice of Annexation [Section 2D, Phase 2], recorded as Document No. 2022013139, Official Public Records of Travis County, Texas.

(x) Easton Park Notice of Annexation [Section 2D, Phase 3], recorded as Document No. 2022050373, Official Public Records of Travis County, Texas.

(y) Easton Park Notice of Annexation [Section 3A, Phase 1], recorded as Document No. 2021125311, Official Public Records of Travis County, Texas.

(z) Easton Park Notice of Annexation [Section 3A, Phase 2], recorded as Document No. 2021164462, Official Public Records of Travis County, Texas.

(aa) Easton Park Notice of Annexation [Section 3B, Phase 1], recorded as Document No. 2021250166, Official Public Records of Travis County, Texas.

(bb) Easton Park Notice of Annexation [Section 4A], recorded as Document No. 2020184638, Official Public Records of Travis County, Texas.

(cc) Easton Park Notice of Annexation [Residential], recorded as Document No. 2021269826, Official Public Records of Travis County, Texas.

(dd) Easton Park Notice of Annexation [Residential], recorded as Document No. 2021275351, Official Public Records of Travis County, Texas.

5. The Name, Mailing Address, Phone Number, and Email Address of the Association's Designated Representative:

Easton Park Master Community, Inc.
c/o Cohere Life
7604 Solari Drive, Austin, Texas 78744
Attn: Community Manager
512-641-3975
eastonpark@coherelife.com

6. Association's Website Address Where the Subdivision's Restrictions are Posted:

www.eastonparkresidents.com

7. Amount and Description of Any Fees Charged by the Association Related to Transfers (Transfer Fees):

Transfer Fee:	$175.00
Resale Certificate Fee:	$375.00
Working Capital Fee:	An amount equal to 6 months of Regular Assessments
Upfront Monthly Assessments Collected at Closing:	Two months of Regular Assessments
Community Enhancement Fee:	The Transfer Price multiplied by 0.005% (resales only)

Prospective purchasers are advised to independently examine all dedicatory instruments of the Subdivision and Association prior to purchase. Prospective purchasers may obtain copies of documents from the Management Company or from the Association's Website.

[SIGNATURE PAGE TO FOLLOW]

[EXECUTION PAGE TO MANAGEMENT CERTIFICATE FOR EASTON PARK MASTER COMMUNITY, INC.]

Executed to be effective on the date this instrument is Recorded.

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Matthew Chase, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of December, 2022, by Matthew Chase, as the President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

_____
Notary Public, State of Texas

seal

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
May 16, 2023 11:59 AM Fee: $38.00
2023053197
Electronically Recorded

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

A Master Planned Community in
Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA EASTON LLC, a Texas limited liability company, is the "**Declarant**" under the terms and provisions of that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Master Covenant**").

Pursuant to *Section 3.04(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Declarant hereby removes the following individuals from the Board of Directors of the Association:

Brad Chelton
Blake McAlister

Declarant hereby removes the following individuals from the Officer positions stated below for the Association:

Brad Chelton – Vice-President
Blake McAlister – Treasurer

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

AJ Zorn
Armando Rueda

Declarant hereby appoints the following individuals to the Officer positions for the Association set forth as follows:

AJ Zorn – Vice-President
Armando Rueda – Treasurer

The Board of Directors of the Association shall now consist of the following persons:

Board of Directors
Matthew Chase
Alison Grotzinger
Armando Rueda
AJ Zorn

The Officers of the Association shall now consist of the following persons:

Matthew Chase – President
AJ Zorn – Vice President
Alison Grotzinger – Secretary
Armando Rueda – Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[*SIGNATURE PAGE FOLLOWS*]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK MASTER COMMUNITY, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By:_____
Chad Matheson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11th day of May, 2023, by Chad Matheson, as Vice President of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL)
JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado, County Clerk
Travis County, Texas
May 18, 2023 09:35 AM Fee: $54.00
2023054232
Electronically Recorded

After Recording, Return To:
McLean & Howard, L.L.P.
William P. McLean
Leslie Keyser
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

EASTON PARK

MANAGEMENT CERTIFICATE
FOR
EASTON PARK MASTER COMMUNITY, INC.

The undersigned, being an officer of Easton Park Master Community, Inc., a Texas nonprofit corporation, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Easton Park.

2. The name of the association: Easton Park Master Community, Inc., a Texas nonprofit corporation.

3. The recording data for the subdivision: Multiple plats have been filed for this subdivision. To obtain copies of plats, please contact the Travis County Clerk. The following plats, as may be amended from time to time, include those tracts of real property currently annexed into the Easton Park subdivision.

   (a) Easton Park, Section 1A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201500121, Official Public Records of Travis County, Texas.

   (b) Easton Park, Section 1B, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600268, Official Public Records of Travis County, Texas.

      (i) Easton Park, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700270, Official Public Records of Travis County, Texas.

(ii) Easton Park, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100043, Official Public Records of Travis County, Texas.

(iii) Easton Park, Resubdivision of Lot 4A, Section 1B Amended, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100243, Official Public Records of Travis County, Texas.

(c) Easton Park, Section 1C, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600197, Official Public Records of Travis County, Texas.

(d) Easton Park, Section 1C, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700293, Official Public Records of Travis County, Texas.

(e) Easton Park, Section 2A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201600229, Official Public Records of Travis County, Texas.

(f) Easton Park, Section 2A.1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700254, Official Public Records of Travis County, Texas.

(g) Easton Park, Section 2A.2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700253, Official Public Records of Travis County, Texas.

(h) Easton Park, Section 2A, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100033, Official Public Records of Travis County, Texas.

(i) Easton Park, Section 2A, Phase 4, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100034, Official Public Records of Travis County, Texas.

(j) Easton Park, Section 2B, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700302, Official Public Records of Travis County, Texas.

(k) Easton Park, Section 2B, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201900102, Official Public Records of Travis County, Texas.

(l) Easton Park, Section 2B, Phase 3, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201700307, Official Public Records of Travis County, Texas.

(m) Easton Park, Section 2C, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 201900209, Official Public Records of Travis County, Texas.

(n) Easton Park, Section 2C, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202000104, Official Public Records of Travis County, Texas.

(o) Easton Park, Section 2D, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100207, Official Public Records of Travis County, Texas.

(p) Easton Park, Section 2D, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100296, Official Public Records of Travis County, Texas.

(q) Easton Park, Section 2D, Phase 3 a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202200044, Official Public Records of Travis County, Texas.

(r) Easton Park, Section 3A, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100134, Official Public Records of Travis County, Texas.

(s) Easton Park, Section 3A, Phase 2, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100168, Official Public Records of Travis County, Texas.

(t) Easton Park, Section 4A, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202000215, Official Public Records of Travis County, Texas.

(u) Easton Park, Prospect Park, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded under Document No. 202100268, Official Public Records of Travis County, Texas.

4. The recording data for the declaration: Further documentation is on file for this subdivision. To obtain copies of the latest documentation, please contact the manager of the association, as set forth in Item 6 below.

(a) Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Amended and Restated Master Covenant, recorded as Document No. 2019199893, Official Public Records of Travis County, Texas.

(b) Easton Park Amended and Restated Development Area Declaration [Single-Family Residential], recorded as Document No. 2016027353, Official Public Records of Travis County, Texas.

(i) Easton Park First Supplement to Development Area Declaration [Single-Family Residential], recorded as Document No. 2017202751, Official Public Records of Travis County, Texas.

(ii) Easton Park Supplement to Amended and Restated Development Area Declaration [*Single-Family Residential*] [*Section 2A*], recorded as Document No. 2018045961, Official Public Records of Travis County, Texas.

(c) Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019081452, Official Public Records of Travis County, Texas.

(ii) Easton Park Second Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019199900, Official Public Records of Travis County, Texas.

(iii) Easton Park Third Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2020168244, Official Public Records of Travis County, Texas.

(iv) Easton Park Fourth Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2020206796, Official Public Records of Travis County, Texas.

(d) Easton Park Development Area Declaration of Condominium Regime for Union Park West Condominiums, recorded as Document No. 2019122805, Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Development Area Declaration of Condominium Regime for Union Park West Condominiums, recorded as Document No. 2020002660, Official Public Records of Travis County, Texas.

(e) Easton Park Development Area Declaration [Multi-Family], recorded as Document No. 2021273063, Official Public Records of Travis County, Texas.

(f) Easton Park Development Area Declaration [Commercial], recorded as Document No. 2022193480 Official Public Records of Travis County, Texas.

(g) Easton Park Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2016027463 , Official Public Records of Travis County, Texas.

(i) Easton Park First Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022094527, Official Public Records of Travis County, Texas.

(ii) Easton Park Second Amendment to Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2022099688, Official Public Records of Travis County, Texas.

(g) Easton Park Second Amended and Restated Adoption of Working Capital Assessment [Residential], recorded as Document No. 2022192193, Official Public Records of Travis County, Texas.

(h) Easton Park Amended and Restated Notice of Annexation [Section 1A], recorded as Document No. 2016028051, Official Public Records of Travis County, Texas.

(i) Easton Park Amended and Restated Notice of Annexation [Section 1B], recorded as Document No. 2019179246, Official Public Records of Travis County, Texas.

(j) Easton Park Notice of Annexation [Section 1B], recorded as Document No. 2021276364, Official Public Records of Travis County, Texas.

(k) Easton Park Notice of Annexation [Section 1C], recorded as Document No. 2016206243, Official Public Records of Travis County, Texas.

(l) Easton Park Notice of Annexation [Section 1C, Phase 2], recorded as Document No. 2018001570, Official Public Records of Travis County, Texas.

(m) Easton Park Notice of Annexation [Section 2A], recorded as Document No. 2018046545, Official Public Records of Travis County, Texas.

(n) Easton Park Amended and Restated Notice of Annexation [EP Residential Condominiums], recorded as Document No. 2019174722, Official Public Records of Travis County, Texas.

(o) Easton Park Notice of Annexation [Section 2A, Phase 3], recorded as Document No. 2021040055, Official Public Records of Travis County, Texas.

(p) Easton Park Notice of Annexation [Section 2A, Phase 4], recorded as Document No. 2021040057, Official Public Records of Travis County, Texas.

(q) Easton Park Notice of Annexation [Section 2B, Phase 1], recorded as Document No. 2017202427, Official Public Records of Travis County, Texas.

(r) Easton Park Notice of Annexation [Section 2B, Phase 2], recorded as Document No. 2019082440, Official Public Records of Travis County, Texas.

(s) Easton Park Notice of Annexation [Section 2B, Phase 3], recorded as Document No. 2017204669, Official Public Records of Travis County, Texas.

(t) Easton Park Notice of Annexation [Section 2C, Phase 1], recorded as Document No. 2019162822, Official Public Records of Travis County, Texas.

(u) Easton Park Notice of Annexation [Section 2C, Phase 2], recorded as Document No. 2020090078, Official Public Records of Travis County, Texas.

(v) Easton Park Notice of Annexation [Section 2D, Phase 1], recorded as Document No. 2021199390, Official Public Records of Travis County, Texas.

(w) Easton Park Notice of Annexation [Section 2D, Phase 2], recorded as Document No. 2022013139, Official Public Records of Travis County, Texas.

(x) Easton Park Notice of Annexation [Section 2D, Phase 3], recorded as Document No. 2022050373, Official Public Records of Travis County, Texas.

(y) Easton Park Notice of Annexation [Section 3A, Phase 1], recorded as Document No. 2021125311, Official Public Records of Travis County, Texas.

(z) Easton Park Notice of Annexation [Section 3A, Phase 2], recorded as Document No. 2021164462, Official Public Records of Travis County, Texas.

(aa) Easton Park Notice of Annexation [Section 3B, Phase 1], recorded as Document No. 2021250166, Official Public Records of Travis County, Texas.

(bb) Easton Park Notice of Annexation [Section 4A], recorded as Document No. 2020184638, Official Public Records of Travis County, Texas.

(cc) Easton Park Notice of Annexation [Residential], recorded as Document No. 2021269826, Official Public Records of Travis County, Texas.

(dd) Easton Park Notice of Annexation [Residential], recorded as Document No. 2021275351, Official Public Records of Travis County, Texas.

(ee) Easton Park Notice of Annexation [Lot 1, Block B, Section 5A], recorded as Document No. 2022193797, Official Public Records of Travis County, Texas.

(i) Correction Affidavit re Notice of Annexation [Lot 1, Block B, Section 5A], recorded as Document No. 2022194031, Official Public Records of Travis County, Texas.

5. The Name, Mailing Address, Phone Number, and Email Address of the Association's Designated Representative:

Easton Park Master Community, Inc.
c/o Cohere Life
7604 Solari Drive, Austin, Texas 78744
Attn: Community Manager
512-641-3975
eastonpark@coherelife.com

6. Association's Website Address Where the Subdivision's Restrictions are Posted:

www.eastonparkresidents.com

7. Amount and Description of Any Fees Charged by the Association Related to Transfers (Transfer Fees):

Transfer Fee:	$175.00
Resale Certificate Fee:	$375.00
Working Capital Fee:	An amount equal to 6 months of Regular Assessments
Upfront Monthly Assessments Collected at Closing:	Two months of Regular Assessments
Community Enhancement Fee:	The Transfer Price multiplied by 0.005% (resales only)

Prospective purchasers are advised to independently examine all dedicatory instruments of the Subdivision and Association prior to purchase. Prospective purchasers may obtain copies of documents from the Management Company or from the Association's Website.

[SIGNATURE PAGE TO FOLLOW]

[EXECUTION PAGE TO MANAGEMENT CERTIFICATE FOR EASTON PARK MASTER COMMUNITY, INC.]

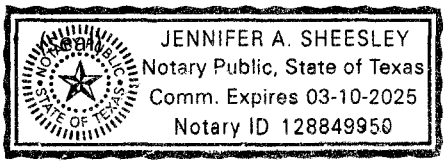
Executed to be effective on the date this instrument is Recorded.

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Matthew Chase, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 9th day of May, 2023, by Matthew Chase, as the President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED 2018054573
TRV 5 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION SPECIAL WARRANTY DEED

Date: August 30, 2016

Grantor: Carma Easton LLC, a Texas limited liability company

Grantor's Mailing Address:

11501 Alterra Pkwy., Suite 100, Austin, Travis County, Texas 78758

Grantee: Easton Park Master Community, Inc., a Texas nonprofit corporation

Grantee's Mailing Address:

c/o Goodwin Management, Inc., P.O. Box 203310, Austin, Travis County, Texas 78720-3310

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, set-backs, and rights-of-way of record, liens for current taxes which are not yet due and payable; all presently recorded agreements, restrictions, reservations, covenants, conditions, mineral severances, and other documents that affect the Property as of the date of this Special Warranty Deed.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereof in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

This Correction Special Warranty Deed is made in order to correct that certain Special Warranty Deed from Grantor to Grantee dated August 30, 2016, which was recorded in Document No. 2016143692 of the Official Public Records of Travis County, Texas ("**Original Deed**"). By error or mistake, the Original Deed purported to convey certain real property to Grantee, as set forth on Exhibit A to such Original Deed, to wit Lots 1, 7, 17, 36 and 53, Block A and Lots 1, 22, 40, 55, 66, 81 and 98, Block B and Lot 1, Block C of Easton Park Section 1A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201500121, Official Public Records, Travis County, Texas (the "**Lots**") when, in fact, the Lots were never intended to be conveyed to Grantee. By its attestation below,

Grantee hereby acknowledges and agrees that the purported conveyance of the Lots to Grantee was a mistake and in error. This Correction Special Warranty Deed is given in order to correct said mistake and error, and in order to void such purported conveyance of the Lots to the Grantee *ab initio*. Title to the Lots shall continue to remain vested in Grantor as if the purported conveyance had not occurred. This Correction Special Warranty Deed shall relate back to the date of the Original Deed, such that the purported conveyance of such Lots shall be deemed to have never occurred.

Both Grantor and Grantee, as evidenced by their signatures below, agree and attest that they have examined this Correction Special Warranty Deed, and affirm that the facts stated herein are true and correct and, therefore, have determined that an error and mistake occurred that can be properly corrected through the recording of this instrument.

[*SIGNATURE PAGES FOLLOW*]

GRANTOR:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO before me on this 9th day of April, 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability on behalf of said limited liability company.

(SEAL)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public Signature

ACKNOWLEDGED AND AGREED:

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Logan Kimble, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO before me on this 9th day of April, 2018, by Logan Kimble, President of Easton Park Master Community, Inc., a Texas nonprofit corporation on behalf of said nonprofit corporation.

(SEAL)

GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

Gigi Whitehead
Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
April 11 2018 01:23 PM
FEE: $ 42.00 **2018054573**

ELECTRONICALLY RECORDED **2019015063**

TRV **11** PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF TRAVIS §

THAT CARMA EASTON LLC, a Texas limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration in hand paid by IDEA PUBLIC SCHOOLS, a Texas non-profit corporation (hereinafter called "Grantee"), whose mailing address is 2115 W. Pike, Weslaco, Texas 78596, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee that certain real property situated in Travis County, Texas and more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "Land"), together with (i) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances therein or in anywise appertaining to the Land, and (ii) all right, title and interest to all minerals, oil, gas and other hydrocarbon substances thereon or thereunder (the Land, together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) and (ii) above are herein collectively referred to as the "Property").

For the same consideration, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, without warranty, express or implied, all interest of Grantor, if any, in (i) all air, water, riparian and solar rights related thereto and (ii) all right, title, and interest of Grantor in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, subject to the matters described on **Exhibit B** attached hereto (collectively, the "Permitted Exceptions") and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto and Grantee hereby expressly assumes liability for the payment thereof. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably

adjust all such taxes and assessments as soon as actual figures for the Property for such year are available.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS (INCLUDING WITHOUT LIMITATION ALL FAULTS AND CONDITIONS, IF ANY, DISCLOSED BY THE INSPECTION OF THE PROPERTY CONDUCTED BY GRANTEE OR WHICH WOULD HAVE BEEN DISCLOSED BY AN INSPECTION OF THE PROPERTY IF ONE HAD BEEN CONDUCTED BY GRANTEE). EXCEPT FOR THE LIMITED WARRANTY OF TITLE SET FORTH HEREIN AND AS OTHERWISE EXPRESSLY AGREED TO BETWEEN THE PARTIES, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. THIS PROVISION SHALL CONSTITUTE THE "SHORT FORM" OF THE PROVISION CONTAINED IN THE CONTRACT OF SALE EXECUTED BY GRANTOR AND GRANTEE (THE "INCLUDED CONTRACT PROVISION") AND SHALL NOT AFFECT SAID INCLUDED CONTRACT PROVISION. BY EXECUTION OF THIS DEED, GRANTEE ACCEPTS THE INCLUDED CONTRACT PROVISION WHICH IS INCORPORATED HEREIN BY REFERENCE. Provided, however, for purposes of future conveyances of all or any portion of the Property, Grantor and Grantee confirm that the Included Contract Provision does not create any encumbrance on title to the Property and does not in any manner restrict the future use and development of the Property.

[Signature and Acknowledgement Page Follows]

EXECUTED on the dates set forth in the acknowledgments below to be effective for all purposes as of the 1st day of ~~January~~ February, 2019.

"***Grantor***"

CARMA EASTON LLC, a Texas limited liability company

By: _____

Name: ERIC ROME

Title: VICE PRESIDENT

By: _____
Chad Matheson
Chief Financial Officer

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8 day of January, 2019, by Eric Rome, as VP of Carma Easton LLC, a Texas limited liability company, on behalf of said company.

[S E A L]

_____
Notary Public, State of Texas

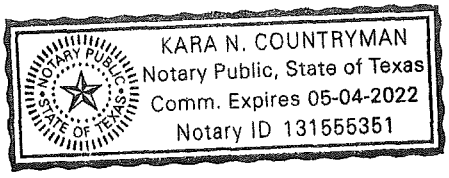
KARA N. COUNTRYMAN
Notary Public, State of Texas
Comm. Expires 06-04-2022
Notary ID 131555351

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8 day of January, 2019, by Chad Matheson, as Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said company.

[S E A L]

Kara N. Countryman
Notary Public, State of Texas



"***Grantee***"

IDEA PUBLIC SCHOOLS, a Texas non-profit corporation

By: _____

Name: Wyatt Truscheit

Title: Chief Financial Officer

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this 3RD day of JANUARY 2019, by Wyatt Truscheit, as Chief Financial Officer of IDEA Public Schools, a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

ROSE MARIE MARQUES
Notary Public, State of Texas
Comm. Expires 05-11-2022
Notary ID 2210324

Rose Marie Marques
Notary Public, State of Texas

EXHIBIT A

Property

Lot 2A, Easton Park Section 1B Amended Plat, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201700270, Official Public Records of Travis County, Texas.

EXHIBIT B

Permitted Exceptions

a. The following restrictive covenants of record: Those recorded in Document No(s). 2012100039, 2014138937, Document No. 201600268 (plat), Document No. 201700270, Document No. 2016000911, 2018132865, 2018132866, Official Public Records of Travis County, Texas.

b. Intentionally deleted.

c. Intentionally deleted.

d. Intentionally deleted.

e. Intentionally deleted.

f. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: County of Travis
Purpose: As provided in said instrument
Recording Date: May 7, 1986
Recording No: Volume 9684, Page 144, Real Property Records, Travis County, Texas, and as shown on plat recorded in Document No. 201700270, Official Public Records of Travis County, Texas.

g. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Austin
Purpose: As provided in said instrument
Recording Date: November 13, 2009
Recording No: Document No. 2009189516, Official Public Records of Travis County, Texas, and as shown on plat recorded in Document No. 201700270, Official Public Records of Travis County, Texas

h. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Austin
Purpose: As provided in said instrument
Recording Date: December 23, 2009
Recording No: Document No. 2009210294, Official Public Records of Travis County, Texas, and as shown on plat recorded in Document No. 201700270, Official Public Records of Travis County, Texas

i. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Austin
Purpose: As provided in said instrument
Recording Date: April 22, 2010
Recording No: Document No. 2010056099, Official Public Records of Travis County, Texas

j. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Austin
Purpose: As provided in said instrument
Recording Date: April 22, 2010
Recording No: Document No. 2010056103, Official Public Records of Travis County, Texas

k. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: all present and future owners

Purpose: As provided in said instrument
Recording Date: June 1, 2015
Recording No: Document No. 2015085108, as affected by Document No. 2017081923, Official Public Records of Travis County, Texas, and as shown on plat in Document No. 201700270, Official Public Records of Travis County, Texas

l. Matters contained in that certain document:
Entitled: Street Dedication
Dated: June 24, 1986
Executed by: David A. Hill, Trustee
Recording Date: July 3, 1986
Recording No: Volume 9769, Page 505, Real Property Records, Travis County, Texas, and as shown on plat as recorded in Document No. 201700270, Official Public Records of Travis County, Texas.

m. Easement and Matters contained in that certain document:
Entitled: License Agreement for Temporary Construction Area
Dated: December 22, 2009
Executed by: Carma Easton, Inc.
Recording Date: December 23, 2009
Recording No: Document No. 2009210292, Official Public Records of Travis County, Texas.

n. Matters contained in that certain Strategic Partnership Agreement, as evidenced in the following:
Entitled: Ordinance No. 20120524-037
Dated: May 24, 2012
Executed by: City of Austin
Recording Date: June 21, 2012
Recording No: Document No. 2012100039, Official Public Records of Travis County, Texas.

o. Matters contained in that certain document:
Entitled: Notice to Purchasers of Property in Pilot Knob Municipal Utility District No. 3
Recording No: Document No. 2012100062, and Document No. 2014034643, Official Public Records of Travis County, Texas.

p. Matters contained in that certain Utility and Park Facility Construction Agreement, as evidenced in the following:
Entitled: Waiver of Special Appraisal for the benefit of Pilot Knob Municipal Utility District No. 3
Recording Date: April 15, 2014
Recording No: Document No. 2014053159, Official Public Records of Travis County, Texas.

q. Terms, conditions and stipulations contained in that certain document:
Entitled: Setback/Waterway Buffer Zone
Dated: September 15, 2014
Executed by: Carma Easton LLC
Recording Date: September 16, 2014
Recording No: Document No. 2014138937, Official Public Records of Travis County, Texas.

r. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document:
Recording No.: Volume 777, Page 250, Deed Records of Travis County, Texas

s. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document:
Recording No.: Volume 779, Page 479, Deed Records of Travis County, Texas

t. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:
Purpose: electric and telecommunications easement
Affects: 15' along all road rights-of-way except where it would overlap existing wastewater, water, or drainage easement. In these areas a 15' aerial electric and telecommunications easement is dedicated
Recording No: Document No. 201600268, and Document No. 201700270, Official Public Records of Travis County, Texas

u. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Travis County
Purpose: As provided in said instrument
Recording Date: August 29, 2016
Recording No: Document No. 2016141661, Official Public Records of Travis County, Texas

v. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Travis County
Purpose: As provided in said instrument
Recording Date: September 12, 2016
Recording No: Document No. 2016150859, Official Public Records of Travis County, Texas

w. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Travis County
Purpose: As provided in said instrument
Recording Date: September 27, 2016
Recording No: Document No. 2016160681, Official Public Records of Travis County, Texas, and as shown on plat recorded in Document No. 201700270, Official Public Records of Travis County, Texas

x. Intentionally deleted.

y. Intentionally deleted.

z. Matters contained in that certain document:
Entitled: Pilot Knob Municipal Utility District No. 3 Notice to Purchaser
Recording No: Document No. 2016158660, Official Public Records of Travis County, Texas

aa. Assessments, charges and liens as set forth in the document
Entitled: Master Covenant (Commercial)
Recording Date: December 13, 2016
Recording No: Document No. 2016206134, Official Public Records of Travis County, Texas; further affected by Document No. 2016206313, Document No. 2017096654, D Official Public Records of Travis County, Texas.

ab. Working Capital Assessments as set forth in the restrictions recorded in Document No. 2016206134, Official Public Records of Travis County, Texas; further affected by Document No. 2016206313, Document No. 2017096654, Official Public Records of Travis County, Texas.

ac. Assessments, charges and liens as set forth in the document:
Entitled: Community Enhancement Covenant
Recording Date: June 15, 2015
Recording No: Document No. 2016206134, and Document No. 2016206313, Official Public Records of Travis County, Texas

ad. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Austin
Purpose: As provided in said instrument
Recording Date: January 6, 2017
Recording No: Document No. 2017002719, Official Public Records of Travis County, Texas

ae. Matters contained in that certain document:
Entitled: Drainage easement in extraterritorial Jurisdiction with required maintenance
Dated: August 31, 2016
Executed by: Jona Acquisition Inc nka Carma Easton, LLC, A Texas Limited liability company
Recording Date: February 9, 2017
Recording No: Document No. 2017023066, Official Public Records of Travis County, Texas

af. Matters contained in that certain document:
Entitled: Memorandum of Notice of Drainage Fees
Dated: November 7, 2017
Executed by: Pilot Knob Municipal Utility District No 3
Recording Date: November 8, 2017
Recording No: Document No. 2017178777, Official Public Records of Travis County, Texas

ag. Intentionally deleted.

ah. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Centerpoint Energy Resources Corp
Purpose: As provided in said instrument
Recording Date: July 26, 2018
Recording No: Document No. 2018117361, Official Public Records of Travis County, Texas

Chicago Title
GF# 1801557A

Chicago Title
1501 S. Mopac, Suite 150
Austin, TX 78746

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
February 01 2019 04:02 PM
FEE: $ 66.00 **2019015063**

ELECTRONICALLY RECORDED 2019016579

TRV 3 PGS

AFTER RECORDING, PLEASE RETURN TO:

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS: THAT **CARMA EASTON LLC**, a Texas limited liability company ("*Grantor*"), whose address for purposes of notice hereunder is 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, for a full and valuable consideration in hand paid by **PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 3**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("*Grantee*"), the receipt and sufficiency of which are hereby acknowledged, and for the payment of which no lien, express or implied, is retained against the property and premises hereby conveyed, has GRANTED, SOLD, and CONVEYED and, by these presents, does GRANT, SELL, and CONVEY unto Grantee the following described real property in Travis County, Texas, together with all improvements thereon (collectively, the "*Property*"):

> Lots 1, 16, 24, 25, and 32, Block B, and Lot 11, Block D of Easton Park Section 1C, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201600197, Official Public Records of Travis County, Texas; and Lot 1, Block A and Lot 1, Block D of Easton Park Section 1C, Phase 2, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201700293, Official Public Records of Travis County, Texas;

TO HAVE AND TO HOLD the Property and all improvements thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and access, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof.

This conveyance is made in accordance with the Utility and Park Facility Construction Agreement Between Pilot Knob Municipal Utility District No. 3 and Carma Easton LLC dated effective March 27, 2014 (the "*Reimbursement Agreement*"). All representations and warranties of Grantor under the Reimbursement Agreement will expressly survive the execution and delivery of this instrument. The consideration described above does not include developer interest or the balance of the cost of the Property, which Grantor may be entitled to receive under the Reimbursement Agreement and rules of the Texas Commission on Environmental

Quality (the "*Commission*"). This conveyance does not waive Grantor's right to receive such sums to the extent such sums are approved by the Commission.

Grantor hereby warrants and represents to Grantee that: (i) Grantor is fully authorized to convey the Property and improvements thereon to Grantee and, except as provided in the Reimbursement Agreement, no person or entity other than Grantor has any right to receive any reimbursement for the Property; (ii) all persons and entities that have furnished services, labor, or materials in connection with the Property have been paid in full; (iii) no claims have been made nor is any suit pending on behalf of any person or entity that has furnished services, labor, or materials in connection with the Property; and (iv) the Property is free and clear of all liens, claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations. Grantor hereby agrees to indemnify and save Grantee and Grantee's successors and assigns harmless from and against all loss, cost, claims, actions, and liabilities arising as a result of Grantor's breach of the foregoing representations and warranties; the filing of any lien against the Property by any claimant by reason of mechanic's or materialman's rights for services, labor, or materials provided in connection with the Property or the improvements located thereon on or before the date hereof, and/or from any existing lien against the Property held by any third party.

Grantor agrees to pay all ad valorem taxes due for the year 2019 and all prior years due on the Property.

Grantee's Address: Pilot Knob Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

EXECUTED AND DELIVERED to be effective as of February 5, 2019.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

CARMA EASTON LLC, a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of February, 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of the limited liability company.

(seal) GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public Signature

CONSENTED AND AGREED TO FOR ALL PURPOSES, INCLUDING THE NOTES SET FORTH ON PLATS RECORDED UNDER DOCUMENT NO. 201600197 AND DOCUMENT NO. 201700293, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS:

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Chad Matheson, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of February 2019, by Chad Matheson, President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of the corporation.

(seal) GIGI WHITEHEAD
Notary Public, State of Texas
Comm. Expires 11-13-2021
Notary ID 10304645

_____
Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
February 05 2019 04:42 PM
FEE: $ 34.00 **2019016579**

ELECTRONICALLY RECORDED 2019033881

TRV 6 PGS

57/FILE #_20180708-BM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

THAT, SANTANA URIAS, JR. (whether one or more, "**Grantor**"), for and in consideration of the sum of $10.00 cash in hand paid by CARMA EASTON LLC, a Texas limited liability company ("**Grantee**"), whose address is 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain tract of real property situated in Travis County, Texas, and described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Land**") and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including, but not limited to, any right, title and interest of Grantor in and to any and all mineral interests of whatever nature, producing or nonproducing, relating to said tract, including, but not limited to, rights of Grantor under any and all oil and gas leases covering said tract (collectively, the "**Property**").

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, without warranty, express or implied, all interest of Grantor, if any, in (1) strips and gores, if any, within the Property or between the Property and any abutting properties, whether owned or claimed by deed, limitations or otherwise, and whether located inside or outside the Property; and (2) any land lying in or under the bed of any creek, stream or waterway or any highway, avenue, street, road, alley, easement or right of way, open or proposed, in, or across, abutting or adjacent to the Property.

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the exceptions set forth on the attached **Exhibit B**, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor but not otherwise, and it is not intended that this deed contain, and it shall not be deemed to contain, any other covenants, express or implied.

[signatures follow on the next page]

EXECUTED on the date set forth in the acknowledgment below to be effective the 7 day of March, 2019.

GRANTOR:

Michael Urias as
Attorney-in-Fact for
SANTANA URIAS, JR.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 7, 2019, by Michael Urias as Attorney-in-Fact for Santana Urias, Jr.

Notary Public, State of Texas
[Seal]

After Recording, Return to:

BELINDA ZAPATA
Notary Public, State of Texas
Comm. Expires 08-06-2021
Notary ID 123948443

EXHIBIT A

Land

[see attached]

Chaparral Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

24.747 ACRES
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 24.747 ACRES (APPROXIMATELY 1,077,973 SQ. FT.), IN THE SANTIAGO DEL VALLE GRANT, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 29.94 ACRE TRACT CONVEYED TO SANTANA C. URIAS, JR. IN A PARTITION DEED DATED APRIL 10, 1978 AND RECORDED IN VOLUME 6132, PAGE 1217 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 24.747 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral Cap set in the north line of an 8.51 acre tract described in Volume 10861, Page 857 of the Real Property Records of Travis County, Texas, same being the south line of said 29.94 Acre Tract, for the southwest corner of the herein described tract, from which a 1/2" rebar found in the east right-of-way line of Thaxton Road (right-of-way width varies), at the common westerly corner a 2.00 acre tract described in Document No. 2005214776 of the Official Public Records of Travis County, Texas and said 29.94 Acre Tract bears North 61°51'32" West, a distance of 544.49 feet;

THENCE North 28°02'30" East, over and across said 29.94 Acre Tract, passing at a distance of 211.54 feet, a 1/2" rebar found at the southeast corner of a 2.500 acre tract described in Document No. 2017019872 of the Official Public Records of Tavis County, Texas and continuing for a total distance of 411.22 feet to a 1/2" rebar found in the south line of a 31.022 acre tract described in Document No. 2006245700 of the Official Public Records of Travis County, Texas and the north line of said 29.94 Acre Tract, at the northeast corner of said 2.500 Acre Tract, for the northwest corner of the herein described tract;

THENCE South 61°12'17" East, with the north line of said 29.94 Acre Tract and the south line of said 31.022 Acre Tract, at 2721.36 feet passing a 1/2" rebar found and continuing for a total distance of 2724.17 feet to a 1/2" rebar with "Chaparral" cap found in the west line of a 29.293 acre tract described in Document No. 2006225633 of the Official Public Records of Travis County, Texas, at the southeast corner of said 31.022 Acre Tract, for the northeast corner of said 29.94 Acre Tract and the herein described tract;

THENCE South 27°53'42" West, with the common line of the 29.94 Acre Tract and said 29.293 Acre Tract, a distance of 380.13 feet to a 1/2" rebar found at the northeast corner of a 32.892 acre tract described in Volume 11513, Page 1451 of the Real Property Records of Travis County, Texas, for the southeast corner of said 29.94 Acre Tract and the herein described tract;

THENCE North 61°51'32" West, with the south line of said 29.94 Acre Tract, being in part the north line of said 32.892 Acre Tract, and in part the north line of said 8.51 Acre Tract, a distance of 2724.91 feet to the **POINT OF BEGINNING**, containing 24.747 acres of land, more or less.

Surveyed on the ground September 27, 2018. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS Solutions from The National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Drawing 500-027-TI

Phillip L. McLaughlin October 24, 2018
Registered Professional Land Surveyor
State of Texas No. 5300
TBPLS Firm No. 10124500

EXHIBIT B

Exceptions

a. Easement as described in Volume 3195, Page 481 of the Deed Records of Travis County, Texas.

b. Easements, building lines, covenants, conditions, restrictions and all terms contained in Volume 4720, Page 761, Deed Records of Travis County, Texas.

c. Overhead electric lines outside of a dedicated easement as shown on the survey dated 10/24/2018 by Phillip L. McLaughlin RPLS 5300.

d. Any right, claim or assertion of title by the adjoining land owner in and to that strip of land located between the property line and the inset of fence as shown on the survey dated 10/24/2018 by Phillip L. McLaughlin RPLS 5300

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 11 2019 04:46 PM
FEE: $ 46.00 **2019033881**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
May 27, 2021 03:50 PM Fee: $42.00
2021119653
Electronically Recorded

This page is intentionally added for electronic file stamp.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

Carma Easton LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by **Easton Park Master Community, Inc.,** a Texas non-profit corporation ("Grantee"), whose mailing address is c/o DMB Community Life, Inc., 7604 Solari Drive, Austin, Texas 78744, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to all of the reservations, exceptions, and other matters set forth or referred to herein, the real property legally described on **Exhibit "A"** attached hereto, and incorporated by reference herein, together with all improvements thereon, if any (collectively, the "Property").

Restrictions, Covenants and Conditions:

This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions, covenants and conditions:

(1) Grantee, its successors and assigns shall be solely responsible for operation and maintenance of any facilities and improvements located on the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by those documents filed for public record and/or by visual inspection of the Property, to the extent the same are valid and subsisting and affect the Property; (b) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Property and which are imposed by or exist by reason of any regulatory, governmental or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature; and (c) all liens securing the payment of taxes or assessments for the current and all subsequent years.

By acceptance of this deed, Grantee assumes and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all taxes and assessments relating to the Property, for tax year 2021 and all subsequent years.

THE CONVEYANCE OF THE PROPERTY TO GRANTEE PURSUANT TO THIS DEED IS BEING MADE ON AN "AS IS," "WHERE IS" AND, "WITH ALL FAULTS" BASIS. GRANTOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, (i) ANY WARRANTY OF MERCHANTABILITY, CONDITION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (ii) ACCESS FROM THE PROPERTY TO ANY PUBLIC RIGHT OF WAY, (iii) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS OR THE COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS RELATING TO HEALTH OR THE ENVIRONMENT, (iv) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN OR TO THE PROPERTY, (v) THE COMPLIANCE OF THE PROPERTY WITH ANY REQUIREMENTS ESTABLISHED BY ANY APPLICABLE GOVERNMENTAL AUTHORITY WITH RESPECT TO THE PLATTING OR SUBDIVIDING THEREOF, AND (vi) THE COMPLIANCE OF THE PROPERTY WITH ANY REQUIREMENTS ESTABLISHED BY THE AMERICANS WITH DISABILITIES ACT EXCEPT AS EXPRESSLY SET FORTH IN THIS DEED.

[Signature Page Follows]

EXECUTED to be effective on the date this instrument is Recorded.

GRANTOR:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of May, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

McLean & Howard, LLP
Attn: Leslie Keyser
Barton Oaks Plaza, Building II
901 South MoPac Expressway, Suite 225
Austin, Texas 78746

Exhibit "A"

Legal Description of the Property

Lot 2, Block A, Easton Park, Section 2A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201600229 in the Official Public Records of Travis County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Sep 01, 2021 02:39 PM Fee: $38.00
2021196245
Electronically Recorded

Unofficial Document

Corridor Title Co. GF# 21-1574-C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

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

THAT, Carl H. Dittmar ("Grantor"), for and in consideration of the sum of $10.00 cash in hand paid by CARMA EASTON LLC, a Texas limited liability company ("Grantee"), whose address is 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain tract of real property situated in Travis County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land") and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including, but not limited to, any right, title and interest of Grantor in and to any and all mineral interests of whatever nature, producing or nonproducing, relating to said tract, including, but not limited to, rights of Grantor under any and all oil and gas leases covering said tract (collectively, the "Property").

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, without warranty, express or implied, all interest of Grantor, if any, in (1) strips and gores, if any, within the Property or between the Property and any abutting properties, whether owned or claimed by deed, limitations or otherwise, and whether located inside or outside the Property; and (2) any land lying in or under the bed of any creek, stream or waterway or any highway, avenue, street, road, alley, easement or right of way, open or proposed, in, or across, abutting or adjacent to the Property.

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

UNOFFICIAL DOCUMENT

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED on the date set forth in the acknowledgment below to be effective as of the 1st day of September, 2021.

GRANTOR:

CARL H. DITTMAR

THE STATE OF TEXAS §
§
COUNTY OF ~~TRAVIS~~ Hays §

This instrument was acknowledged before me on September 1, 2021, by Carl H. Dittmar.

CARLY GRIBLIN
My Notary ID # 129907252
Expires August 30, 2022

Notary Public, State of Texas
[Seal]

After Recording, Return to:

Unofficial Document

EXHIBIT "A"

2.756 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24
TRAVIS COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 2.756 ACRE TRACT OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 2.76 ACRE TRACT OF LAND CONVEYED TO CARL H. DITTMAR IN VOLUME 12562, PAGE 428, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2.756 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northwest corner of said 2.76 acre tract, being at a southwest corner of a called 80.807 acre tract of land conveyed to Carma Easton, LLC. in Document Number 2018115452, Official Public Records of Travis County, Texas, same being in the east right-of-way line of Thaxton Lane(R.O.W. Varies), for a northwest corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, S61°01'06"E, with the common line of said 2.76 acre tract and said 80.807 acre tract, a distance of 404.70 feet to a 1/2 inch iron rod found at the northeast corner of said 2.76 acre tract, being in the south line of said 80.807 acre tract, same being at a northwestern corner of a called 73.453 acre tract of land conveyed to Carma Easton, LLC. in Document Number 2006229773, Official Public Records of Travis County, Texas, for the northeast corner of the herein described tract of land,

THENCE, with the common line of said 2.76 acre tract and said 73.453 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1) S27°54'46"W, a distance of 293.12 feet to a 1/2 inch iron rod found at the southeast corner of said 2.76 acre tract, for the southeast corner of the herein described tract of land, and
2) N61°59'00"W, a distance of 404.82 feet to a 1/2 inch iron rod found at the southwest corner of the herein described tract of land, being at a northwestern corner of said 73.453 acre tract, same being in the east line of said Thaxton Lane, for the southwest corner of the herein described tract of land,

THENCE, N27°56'59"E, with the common line of said Thaxton Lane and said 2.76 acre tract of land, a distance of 299.94 feet to the **POINT OF BEGINNING** and containing 2.756 acres of land.

Prepared by: _____ 17 Apr 2021

Aaron V. Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

Unofficial Document

EXHIBIT B

Exceptions

a. Intentionally deleted.

b. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

c. Intentionally deleted.

d. Intentionally deleted.

e. Easement executed by Carl Dittmar, to Travis County, Texas, dated October 17, 1961, recorded in Volume 2376, Page 311, of the Deed Records of Travis County, Texas.

f. Intentionally deleted.

g. Easement executed by Carl Dittmar and wife, Betty Dittmar, to Creedmoor-Maha Water Supply Corporation, dated September 4, 1966, recorded in Volume 3196, Page 834, of the Deed Records of Travis County, Texas.

h. Easement executed by Carl D. Dittmar and Betty Dittmar, to Creedmoor-Maha Water Supply Corp, dated May 14, 1972, recorded in Volume 4614, Page 1953, of the Deed Records of Travis County, Texas.

i. Intentionally deleted.

j. Easement executed by Carl Dittmar, to the City of Austin, dated January 22, 1982, recorded in Volume 7682, Page 202, of the Deed Records of Travis County, Texas, further affected by Assignment of Easements recorded in Document No. 2010142625, of the Official Public Records of Travis County, Texas.

k. Easement executed by Carl Dittmar, to the City of Austin, dated September 13, 1983, recorded in Volume 8303, Page 441, of the Deed Records of Travis County, Texas, further affected by Assignment of Easements recorded in Document No. 2010142625, of the Official Public Records of Travis County, Texas.

l. Terms, conditions, and stipulations in that certain Multi Service Contract, as recorded in Volume 7659, Page 571, of the Deed Records of Travis County, Texas.

m. Terms, conditions, and stipulations in that certain Multi Service Contract, as recorded in Volume 8245, Page 38, of the Deed Records of Travis County, Texas.

n. The encroachment and/or protrusion of fences into or outside the boundary lines of subject property, as shown on Survey dated April 20, 2021, prepared by Aaron V. Thomason, Registered Professional Land Surveyor No. 6214.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Oct 14, 2021 02:13 PM Fee: $54.00
2021229216
Electronically Recorded

UNOFFICIAL DOCUMENT

Corridor Title Co. GF# 21-2573-C

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: October 12, 2021

Grantor: Mark Alexander and Cheryle Alexander

Grantee: Carma Easton LLC, a Texas limited liability company

Grantee's Mailing Address: 11501 Alterra Parkway, Suite 100
Austin, Texas 78758

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): That 29.378 acres of land, more or less, located in Travis County, Texas, and more particularly described by metes and bounds on Exhibit A attached hereto.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and the matters set forth on Exhibit B hereto.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

GRANTOR:

Mark Alexander

Cheryle Alexander

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on October 11, 2021, by Mark Alexander.

Notary Public, State of Texas

JOHN W PLEUTHNER
Notary ID #123182
My Commission Expires
October 31, 2023

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on October 11, 2021, by Cheryle Alexander.

Notary Public, State of Texas

JOHN W PLEUTHNER
Notary ID #123182
My Commission Expires
October 31, 2023

Unofficial Document

GRANTEE:

Carma Easton LLC, a Texas limited liability company

By: _____
Name: Chad Matheson
Title: Chief Financial Officer

By: _____
Name: **Brad Chelton**
Title: **President**

STATE OF TEXAS)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on October 11, 2021, by Chad Matheson, CFO of Carma Easton LLC, a Texas limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 126849950

_____
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on October 11, 2021, by Brad Chelton, President of Carma Easton LLC, a Texas limited liability company.

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 126849950

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Unofficial Document

EXHIBIT A

Property

[see attached]

UNOFFICIAL DOCUMENT

Exhibit "A"

FIELD NOTES

BEING ALL OF THAT CERTAIN 29.378 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 32.892 ACRE TRACT OF LAND CONVEYED TO MARK ALEXANDER IN VOLUME 11513, PAGE 1451, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 8.51 ACRE TRACT OF LAND CONVEYED MARK ALEXANDER IN VOLUME 10861, PAGE 857, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 29.378 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the southwest corner of said 8.51 acre tract of land, being at the northwest corner of a called 7.501 acre tract of land conveyed to Gabriel and Oralia Carreno in Document Number 2006182751, Official Public Records of Travis County, Texas, same being in the east right-of-way line of Thaxton Road (R.O.W. Varies), for the southwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, N27°41'01"E, with the common line of said 8.51 acre tract and said Thaxton Road, a distance of 100.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a northwest corner of the herein described tract of land, from which a 1/2 inch iron rod found in the east line of said Thaxton Road, being at the northwest corner of a called 2.0 acre tract of land conveyed to Mark Alexander in Document Number 2005214776, Official Public Records of Travis County, Texas, same being at the southwest corner of a called 29.94 acre tract of land conveyed to Santana Urias Jr. in Volume 6132, Page 1217, Deed Records of Travis County, Texas, bears N27°41'01"E, a distance of 476.50 feet,

THENCE, over and across said 8.51 acre tract of land, and said 32.892 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

1) S61°48'48"E, a distance of 1276.57 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
2) N28°08'22"E, a distance of 477.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" in the north line of said 32.892 acre tract of land, being in the south line of a called 24.747 acre tract of land conveyed to Carma Easton LLC in Document Number 2019033881, Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found in the east line of said Thaxton Road, being at the northwest corner of said 2.0 acre tract of land, same being at the southwest corner of said 29.94 acre tract of land, bears N61°51'38"W, a distance of 1280.36 feet,

THENCE, S61°51'38"E, with the common line of said 32.892 acre tract of land and said 24.747 acre tract of land, passing at a distance of 1990.15 feet a 1/2 inch iron rod found, and continuing for a total distance of 2044.76 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the northeast corner of said 32.892 acre tract of land, being at the southeast corner of said 24.747 acre tract of land, same being in the west line of a called 29.293 acre tract of land conveyed to Carma Easton LLC in Document Number 2006225633, Official Public Records of Travis County, Texas, for the northeast corner of the herein described tract of land, from which a 60d nail found in a fence corner post in the west line of said 29.293 acre tract of land, being at the northeast corner of a called 73.453 acre tract of land conveyed to Carma Easton LLC in Document Number 2006229773, Official Public Records of Travis County, Texas, same being at the southeast corner of a called 78.7749 acre tract of land conveyed to Carma Easton LLC in Document Number 2017144533, Official Public Records of Travis County, Texas, bears N27°46'20"E, a distance of 2156.52 feet,

THENCE, S27°46'20"W, with the common line of said 32.892 acre tract and said 29.293 acre tract of land, a distance of 579.20 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the southeast corner of said 32.892 acre tract of land, being at the northeast corner of a called 77.220 acre tract of land (Parcel 2) conveyed to Carma Easton LLC in Document Number 2018130093, Official Public Records of Travis County, Texas, same being in the west line of said 29.293 acre tract of land, for the southeast corner of the herein described tract of land, from which a 1/2 inch iron rod found at the southeast corner of said 77.220 acre tract of land, being at the southwest corner of a called 56.135 acre tract of land (Parcel 1) conveyed to Carma Easton LLC in Document Number 2018130093, Official Public Records of Travis County, Texas, bears S27°46'20"W, a distance of 1352.90 feet,

Exhibit "A"

THENCE, N61°48'48"W, with the south line of said 32.892 acre tract, the north line of said 77.220 acre tract of land, passing at a distance of 0.71 feet a 1/2 inch iron rod found, passing at a distance of 2475.89 feet a 1/2 inch iron rod found at the southwest corner of said 32.892 acre tract, being the northwest corner of said 77.220 acre tract of land, same being at the northeast corner of said 7.501 acre tract of land, also being at the southeast corner of said 8.51 acre tract of land, and continuing for a total distance of 3269.64 feet to the POINT OF BEGINNING and containing 29.378 acres of land.

Surveyed by:

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
Reg. # 10024500
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
AARON@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Unofficial Document

Unofficial Document

EXHIBIT B

Exceptions

[to be listed from updated title commitment]

UNOFFICIAL DOCUMENT

Permitted Exceptions

Rights of tenants in possession under unrecorded leases or rental agreements.

Easement granted to City of Austin, dated September 20, 1982, recorded in Volume 7870, Page 949, of the Deed Records of Travis County, Texas.

Easement granted to Bluebonnet Electric Cooperative, Inc., dated May 21, 2019, recorded in Document No. 2019087259, of the Official Public Records of Travis County, Texas.

No liability is assumed by reason of the encroachment and/or protrusion of fences into or outside the boundary lines of subject property, together with any assertion of ownership of land lying between said fences and the boundary lines of subject property, as shown on Survey dated September 3, 2021, prepared by Aaron V. Thomason, Registered Professional Land Surveyor No. 6214. (OTP Only)

No liability is assumed by reason of that certain barn and concrete encroaching outside of the boundary lines of subject property, as shown on Survey dated September 3, 2021, prepared by Aaron V. Thomason, Registered Professional Land Surveyor No. 6214.

Rights of others in and to those dirt and asphalt drives over and across subject property, as shown on survey dated September 3, 2021, prepared by Aaron V. Thomason, Registered Professional Land Surveyor No. 6214.

Rights of others in and to that certain pond over and across the southerly property line, as shown on survey dated September 3, 2021, prepared by Aaron V. Thomason, Registered Professional Land Surveyor No. 6214.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Nov 03, 2021 11:43 AM Fee: $70.00
2021244242
Electronically Recorded

AFTER RECORDING, PLEASE RETURN TO:

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS: THAT **CARMA EASTON LLC**, a Texas limited liability company ("*Grantor*"), whose address for purposes of notice hereunder is 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, for a full and valuable consideration in hand paid by **PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 3**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("*Grantee*"), the receipt and sufficiency of which are hereby acknowledged, and for the payment of which no lien, express or implied, is retained against the property and premises hereby conveyed, has GRANTED, SOLD, and CONVEYED and, by these presents, does GRANT, SELL, and CONVEY unto Grantee the property described on the attached **Exhibit A** located in Travis County, Texas, together with all improvements thereon (collectively, the "*Property*").

TO HAVE AND TO HOLD the Property and all improvements thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and access, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof.

This conveyance is made in accordance with the Utility and Park Facility Construction Agreement between Grantor and Grantee dated effective March 27, 2014 (as amended, the "*Reimbursement Agreement*"). All representations and warranties of Grantor under the Reimbursement Agreement will expressly survive the execution and delivery of this instrument. The consideration described above does not include developer interest or the balance of the cost of the Property, which Grantor may be entitled to receive under the Reimbursement Agreement and rules of the Texas Commission on Environmental Quality (the "*Commission*"). This conveyance does not waive Grantor's right to receive such sums to the extent such sums are approved by the Commission.

Grantor hereby warrants and represents to Grantee that: (i) Grantor is fully authorized to convey the Property and improvements thereon to Grantee and, except as provided in the Reimbursement Agreement, no person or entity other than Grantor has any right to receive any reimbursement for the Property; (ii) all persons and entities that have furnished services, labor, or materials in connection with the Property have been paid in full; (iii) no claims have been made nor is any suit pending on behalf of any person or entity that has furnished services, labor, or materials in connection with the Property; and (iv) the Property is free and clear of all liens,

claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations. Grantor hereby agrees to indemnify and save Grantee and Grantee's successors and assigns harmless from and against all loss, cost, claims, actions, and liabilities arising as a result of Grantor's breach of the foregoing representations and warranties; the filing of any lien against the Property by any claimant by reason of mechanic's or materialman's rights for services, labor, or materials provided in connection with the Property or the improvements located thereon on or before the date hereof, and/or from any existing lien against the Property held by any third party.

Grantor agrees to pay all ad valorem taxes due for the year 2021 and all prior years due on the Property.

Grantee's Address: Pilot Knob Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

EXECUTED AND DELIVERED to be effective as of November 2, 2021.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

CARMA EASTON LLC, a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of October, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of the limited liability company.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public Signature

CONSENTED AND AGREED TO FOR ALL PURPOSES:

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Matthew Chase, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of October, 2021, by Matthew Chase, President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of the corporation.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public Signature

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract 1:
Lot 80, Block B, EASTON PARK, SECTION 1A, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201500121, Official Public Records of Travis County, Texas.

Tract 2:
Lot 11, Block 4; Lot 8, Block 6; Lot 6, Block 7; Lot 14, Block 8; Lot 17, Block 9; and Lots 10 and 11, Block 12; EASTON PARK, SECTION 2B, PHASE 1, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201700302, Official Public Records of Travis County, Texas.

Tract 3:
A portion of that certain Lot 17, Block 25, EASTON PARK, SECTION 2B, PHASE 2, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201900102, Official Public Records of Travis County, Texas, as more particularly described by a metes and bounds description attached hereto as **EXHIBIT A-1** and incorporated herein.

Tract 4:
Lots 6 and 21, Block 1; Lot 30, Block 12; Lot 1, Block 14; Lot 1, Block 20; Lot 1, Block 22; and Lot 10, Block 24; EASTON PARK, SECTION 2B, PHASE 3, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201700307, Official Public Records of Travis County, Texas.

Tract 5:
Lot 21, Block L; Lots 5 and 10, Block P; and Lot 23, Block T; of MIRABEL PARK, PHASE 1 EASTON PARK SECTION 2C, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201900209, Official Public Records of Travis County, Texas.

Tract 6:
Lot 13, Block A; Lot 1, Block B; Lots 13 and 14, Block D; and Lot 23, Block J; of MIRABEL PARK PHASE 2 EASTON PARK SECTION 2C, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 202000104, Official Public Records of Travis County, Texas.

Tract 7:
A portion of that certain Lot 15, Block E, of MIRABEL PARK PHASE 2 EASTON PARK SECTION 2C, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 202000104 of the Official Public Records of Travis County, Texas, as more particularly described by a metes and bounds description attached hereto as **EXHIBIT A-2** and incorporated herein.

EXHIBIT A-1

METES AND BOUNDS DESCRIPTION OF TRACT 3

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.225 ACRE (9,798 SQUARE FEET) TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 17, BLOCK 25, EASTON PARK SECTION 2B PHASE 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201900102, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.225 ACRE (9,798 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northernmost corner of said Lot 17, being at the northwest corner of Lot 1, Block 25, said Easton Park Section 2B Phase 2, same being in the south right-of-way line of Orizzonte Street (50' R.O.W.), for the northernmost corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, S09°06'16"E, with the east line of said Lot 17, the west line of said Lot 1, and the west line of Lot 16, Block 25, said Easton Park Section 2B Phase 2, a distance of 140.00 feet to a 1/2 inch iron rod found at an interior corner of said Lot 17, being at the southwest corner of said Lot 16, for an interior corner of the herein described tract of land,

THENCE, N80°53'44"E, with the common line of said Lot 17 and Lot 16, a distance of 60.00 feet to a 1/2 inch iron rod found at the southeast corner of said Lot 16, being in the west line of Lot 15, Block 25, said Easton Park Section 2B Phase 2, for an exterior corner of the herein described tract of land,

THENCE, S09°06'16"E, with the common line of said Lot 17 and said Lot 15, a distance of 12.14 feet to a 1/2 inch iron rod found at an interior corner of said Lot 17, being at the southwest corner of said Lot 15, same being at the beginning of a curve to the right, for an interior corner of the herein described tract of land,

THENCE, along said curve to the right, with the common line of said Lot 17, said Lot 15, and Lot 14, Block 25, said Easton Park Section 2B Phase 2, having a radius of 1045.00 feet, an arc length of 79.30 feet, and a chord that bears N74°19'35"E, a distance of 79.29 feet to a calculated point in a north line of said Lot 17, being in the south line of said Lot 14, same being in the east line of Pilot Knob MUD # 3, also being in the west line of Pilot Knob MUD # 2, and also being at the beginning of a curve to the left, for an eastern corner of the herein described tract of land,

THENCE, along said curve to the left, over and across said Lot 17, with the common line of said Pilot Knob MUD #3 and said Pilot Knob MUD # 2, having a radius of 1466.51 feet, an arc length of 10.07, and a chord that bears S20°23'34"E, a distance of 10.07 feet to a calculated point in the south line of said Lot 17, being in the north line of Ausblick Avenue (70' R.O.W.), same being at the beginning of a curve to the left, for the southeast corner of the herein described tract of land,

THENCE, along said curve to the left, with the north line of said Ausblick Avenue, and the south line of said Lot 17, having a radius of 1035.00 feet, an arc length of 107.89 feet, and a chord that bears S73°34'51"W, a distance of 107.85 feet to a 1/2 inch iron rod found at the southernmost corner of said Lot 17, being at the intersection of the north line of said Ausblick Avenue, and the northeast right-of-way line of Chrysler Bend (R.O.W. Varies), same being at the beginning of a curve to the right, for the southernmost corner of the herein described tract of land,

THENCE, with the common line of said Chrysler Bend and said Lot 17, the following five (5) courses and distances, numbered 1 and 5,

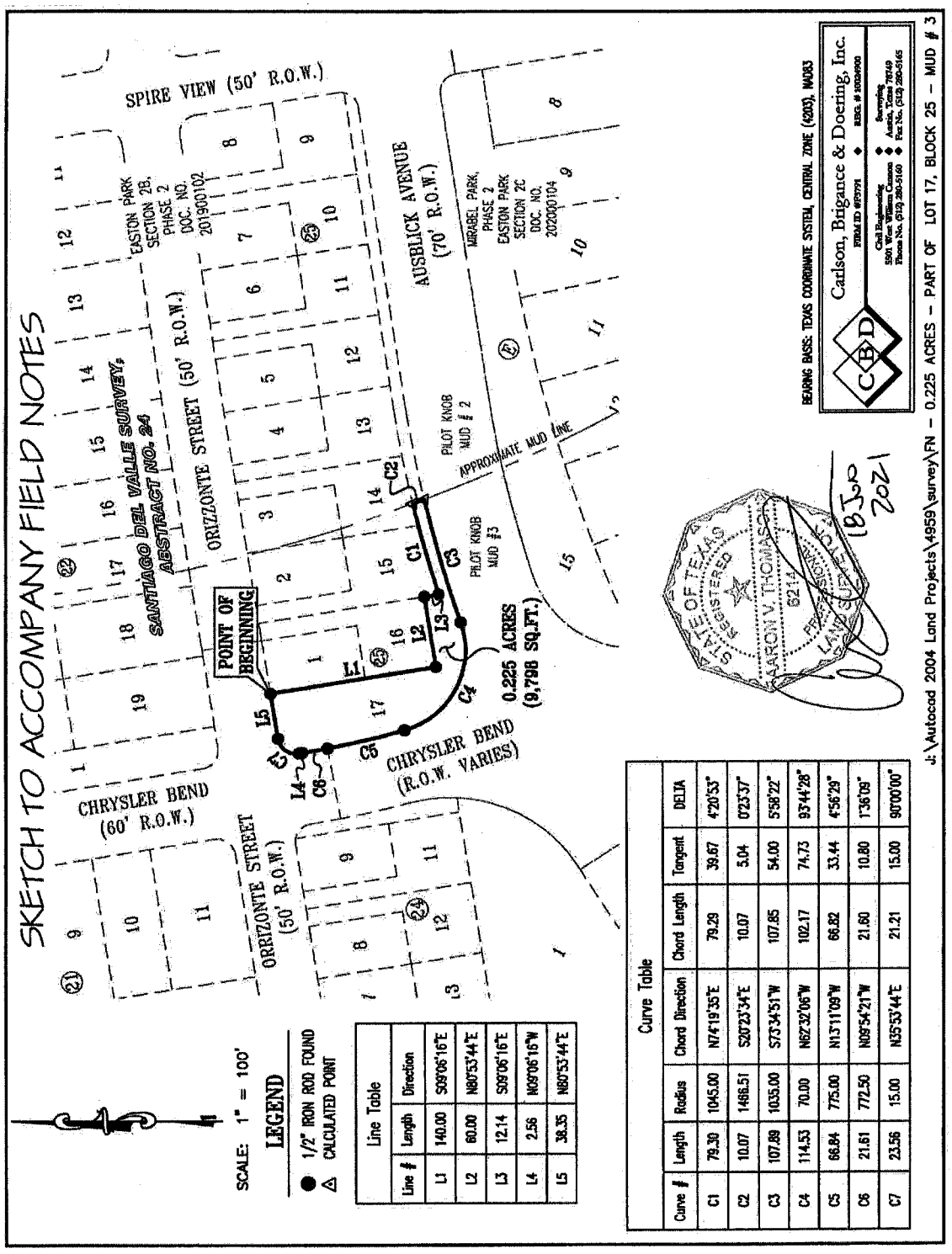
1) Along said curve to the right, having a radius of 70.00 feet, an arc length of 114.53 feet, and a chord that bears N62°32'06"W, a distance of 102.17 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 775.00 feet, an arc length of 66.84 feet, and a chord that bears N13°11'09"W, a distance of 66.82 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the right,
3) Along said curve to the right, having a radius of 772.50 feet, an arc length of 21.61 feet, and a chord that bears N09°54'21"W, a distance of 21.60 feet to a 1/2 inch iron rod found for corner,
4) N09°06'16"W, a distance of 2.56 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the right, and
5) Along said curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord that bears N35°53'44"E, a distance of 21.21 feet to a 1/2 inch iron rod found in the south line of said Orizzonte Street, being at a northwestern corner of the herein described tract of land,

THENCE, N80°53'44"E, with the common line of said Lot 17 and said Orizzonte Street, a distance of 38.35 feet to the **POINT OF BEGINNING** and containing 0.225 acres (9,798 Square Feet) of land.

Surveyed by: _____ 18 JUN 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83



Line Table		
Line #	Length	Direction
L1	140.00	S09°06'16"E
L2	60.00	N80°53'44"E
L3	12.14	S09°06'16"E
L4	2.56	N09°06'16"W
L5	38.35	N80°53'44"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	79.30	1045.00	N74°19'35"E	79.29	39.67	4°20'53"
C2	10.07	1498.51	S20°23'34"E	10.07	5.04	0°23'37"
C3	107.89	1035.00	S73°34'51"W	107.85	54.00	5°58'22"
C4	114.53	70.00	N62°32'06"W	102.17	74.73	93°44'28"
C5	66.84	775.00	N13°11'09"W	66.82	33.44	4°56'29"
C6	21.61	772.50	N09°54'21"W	21.60	10.80	1°36'08"
C7	23.56	15.00	N35°53'44"E	21.21	15.00	90°00'00"

EXHIBIT A-2

METES AND BOUNDS DESCRIPTION OF TRACT 7

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.423 ACRE (18,433 SQUARE FEET) TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 15, BLOCK E, MIRABEL PARK, PHASE 2 EASTON PARK SECTION 2C, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 202000104, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.423 ACRE (18,433 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a southern corner of said Lot 15, being at the southernmost corner of Lot 1, Block E, said Mirabel Park, Phase 2 Easton Park Section 2C, same being in the northwest right-of-way line of Corrigan Pass (50' R.O.W.), also being at the beginning of a curve to the left, for a southern corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, along said curve to the left, with the common line of said Corrigan Pass and said Lot 15, having a radius of 1025.00 feet, an arc length of 31.75 feet, and a chord that bears S64°09'48"W, a distance of 31.75 feet to a 1/2 inch iron rod found at the intersection of the northwest line of said Corrigan Pass and the northeast line of Chrysler Bend (50' R.O.W.), being at the beginning of a curve to the right, for the southernmost corner of the herein described tract of land,

THENCE, with the common line of said Chrysler Bend and said Lot 15, the following four (4) courses and distances, numbered 1 and 4,

1) Along said curve to the right, having a radius of 15.00 feet, an arc length of 24.17 feet, and a chord that bears N70°34'00"W, a distance of 21.64 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 972.50 feet, an arc length of 103.50 feet, and a chord that bears N21°21'36"W, a distance of 103.46 feet to a 1/2 inch iron rod found for corner,
3) N18°18'40"W, a distance of 97.69 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the right, and
4) Along said curve to the right, having a radius of 92.00 feet, an arc length of 144.54 feet, and a chord that bears N26°41'20"E, a distance of 130.13 feet to a 1/2 inch iron rod found at the intersection of the northeast line of said Chrysler Bend and the southeast line of Ausblick Avenue (70' R.O.W.), being at the beginning of a curve to the right, for a northwestern corner of the herein described tract of land,

THENCE, along said curve to the right, with the common line of said Lot 15 and said Ausblick Avenue having a radius of 967.17 feet, an arc length of 92.53 feet, and a chord that bears N74°26'58"E, a distance of 92.49 feet to a calculated point in the north line of said Lot 15, being in the south line of said Ausblick Avenue, same being in the east line of Pilot Knob MUD # 3, also being in the west line of Pilot Knob MUD # 2, and also being at the beginning of a curve to the left, for the northeast corner of the herein described tract of land,

THENCE, along said curve to the left, over and across said Lot 15, and with the common line of said Pilot Knob MUD # 2 and said Pilot Knob MUD # 3, having a radius of 1466.51 feet, an arc length of 51.18 feet, and a chord that bears S24°21'27"E, a distance of 51.18 feet to a calculated point in the south line of

said Lot 15, being in the north line of Lot 12, Block E, said Mirabel Park, Phase 2 Easton Park Section 2C, same being at the beginning of a curve to the left, for the easternmost corner of the herein described tract of land,

THENCE, with a common line of said Lot 15, said Lot 12, Lot 13, and Lot 14, Block E, said Mirabel Park, Phase 2 Easton Park Section 2C, and said Lot 1, the following two (2) courses and distances, numbered 1 and 2,

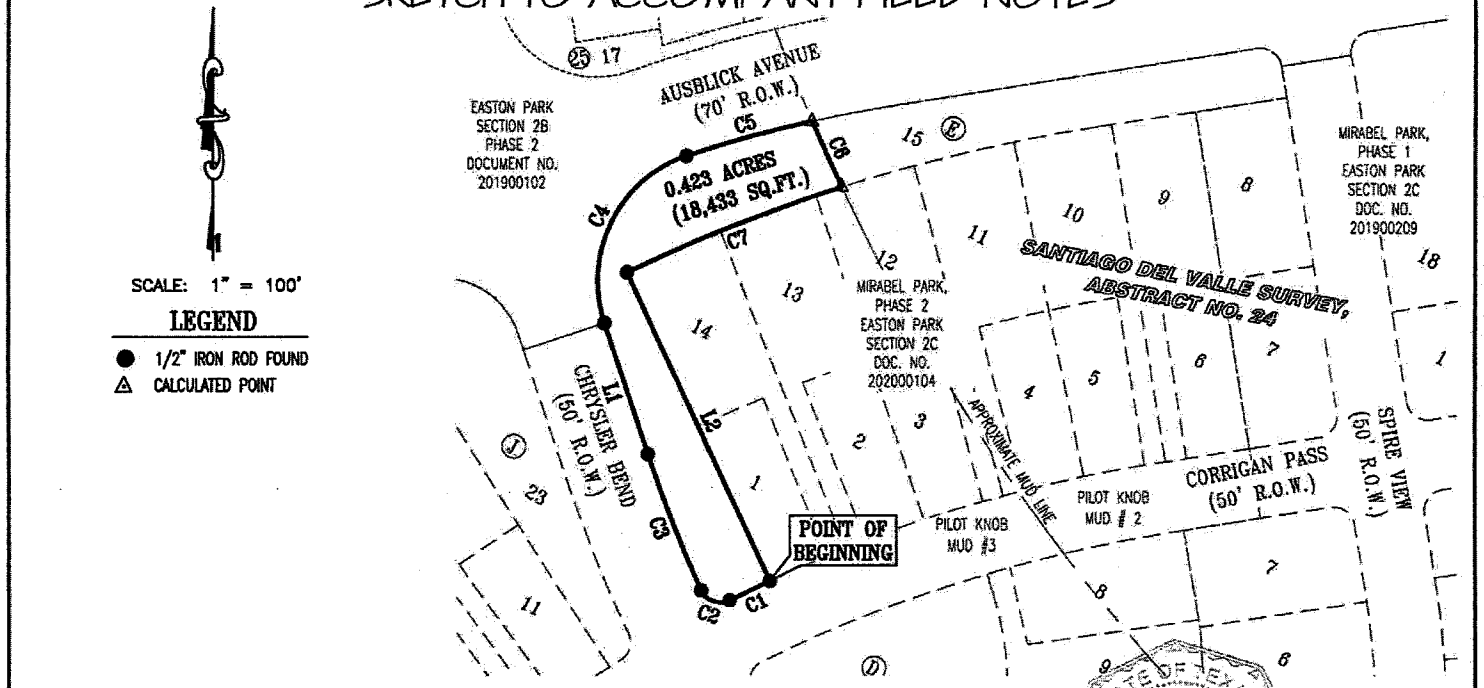
1) Along said curve to the left, having a radius of 1265.00 feet, an arc length of 163.78 feet, and a chord that bears S68°45'34"W, a distance of 163.66 feet to a 1/2 inch iron rod found at an interior corner of said Lot 15, being at the northwest corner of said Lot 14, for an interior corner of the herein described tract of land, and
2) S24°56'58"E, a distance of 240.00 feet to the **POINT OF BEGINNING** and containing 0.423 acres (18,433 Square Feet) of land.

Surveyed by: _____ 18 JUN 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

SKETCH TO ACCOMPANY FIELD NOTES



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	31.75	1025.00	S64°09'48"W	31.75	15.88	1°46'29"
C2	24.17	15.00	N70°34'00"W	21.64	15.62	92°18'54"
C3	103.50	972.50	N21°21'36"W	103.46	51.80	6°05'53"
C4	144.54	92.00	N26°41'20"E	130.13	92.03	90°01'08"
C5	92.53	967.17	N74°26'58"E	92.49	46.30	5°28'53"
C6	51.18	1466.51	S24°21'27"E	51.18	25.59	1°59'58"
C7	163.78	1265.00	S68°45'34"W	163.66	82.00	7°25'05"

Line Table		
Line #	Length	Direction
L1	97.69	N18°18'40"W
L2	240.00	S24°56'58"E

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6234
PROFESSIONAL
LAND SURVEYOR
18 JUNE 2021

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\Autocad 2004 Land Projects\4959\survey\FN - 0.423 ACRES - PART OF LOT 15, BLK E - MUD # 3

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Nov 30, 2021 01:06 PM Fee: $54.00
2021262219
Electronically Recorded

AFTER RECORDING, PLEASE RETURN TO:

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS: THAT **CARMA EASTON LLC**, a Texas limited liability company ("*Grantor*"), whose address for purposes of notice hereunder is 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, for a full and valuable consideration in hand paid by **PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 2**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("*Grantee*"), the receipt and sufficiency of which are hereby acknowledged, and for the payment of which no lien, express or implied, is retained against the property and premises hereby conveyed, has GRANTED, SOLD, and CONVEYED and, by these presents, does GRANT, SELL, and CONVEY unto Grantee the property described on the attached **Exhibit A** located in Travis County, Texas, together with all improvements thereon (collectively, the "*Property*").

TO HAVE AND TO HOLD the Property and all improvements thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and access, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof.

This conveyance is made in accordance with the Utility and Park Facility Construction Agreement between Grantor and Grantee dated effective February 20, 2014 (as amended, the "*Reimbursement Agreement*"). All representations and warranties of Grantor under the Reimbursement Agreement will expressly survive the execution and delivery of this instrument. The consideration described above does not include developer interest or the balance of the cost of the Property, which Grantor may be entitled to receive under the Reimbursement Agreement and rules of the Texas Commission on Environmental Quality (the "*Commission*"). This conveyance does not waive Grantor's right to receive such sums to the extent such sums are approved by the Commission.

Grantor hereby warrants and represents to Grantee that: (i) Grantor is fully authorized to convey the Property and improvements thereon to Grantee and, except as provided in the Reimbursement Agreement, no person or entity other than Grantor has any right to receive any reimbursement for the Property; (ii) all persons and entities that have furnished services, labor, or materials in connection with the Property have been paid in full; (iii) no claims have been made nor is any suit pending on behalf of any person or entity that has furnished services, labor, or materials in connection with the Property; and (iv) the Property is free and clear of all liens,

claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations. Grantor hereby agrees to indemnify and save Grantee and Grantee's successors and assigns harmless from and against all loss, cost, claims, actions, and liabilities arising as a result of Grantor's breach of the foregoing representations and warranties; the filing of any lien against the Property by any claimant by reason of mechanic's or materialman's rights for services, labor, or materials provided in connection with the Property or the improvements located thereon on or before the date hereof, and/or from any existing lien against the Property held by any third party.

Grantor agrees to pay all ad valorem taxes due for the year 2021 and all prior years due on the Property.

Grantee's Address: Pilot Knob Municipal Utility District No. 2
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

EXECUTED AND DELIVERED to be effective as of November 22, 2021.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

CARMA EASTON LLC, a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of October, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of the limited liability company.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public Signature

CONSENTED AND AGREED TO FOR ALL PURPOSES:

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____
Matthew Chase, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of October, 2021, by Matthew Chase, President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of the corporation.

(seal)

JENNIFER A. SHEESLEY
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 128849950

_____
Notary Public Signature

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract 1:
Lots 1, 8, and 24, Block 16; Lot 11, Block 20; and Lot 19, Block 26; EASTON PARK, SECTION 2B, PHASE 2, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201900102, Official Public Records of Travis County, Texas.

Tract 2:
A portion of that certain Lot 17, Block 25, EASTON PARK, SECTION 2B, PHASE 2, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201900102, Official Public Records of Travis County, Texas, as more particularly described by a metes and bounds description attached hereto as **EXHIBIT A-1** and incorporated herein.

Tract 3:
Lot 19, Block F; and Lots 5, 14, 44, Block T; of MIRABEL PARK, PHASE 1 EASTON PARK SECTION 2C, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 201900209, Official Public Records of Travis County, Texas.

Tract 4:
A portion of that certain Lot 15, Block E, of MIRABEL PARK PHASE 2 EASTON PARK SECTION 2C, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 202000104, Official Public Records of Travis County, Texas, as more particularly described by a metes and bounds description attached hereto as **EXHIBIT A-2** and incorporated herein.

EXHIBIT A-1

METES AND BOUNDS DESCRIPTION OF TRACT 2

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.079 ACRE (3,456 SQUARE FEET) TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 17, BLOCK 25, EASTON PARK SECTION 2B PHASE 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201900102, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.079 ACRE (3,456 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the easternmost corner of said Lot 17, being at the southeast corner of Lot 9, Block 25, said Easton Park Section 2B Phase 2, same being at the intersection of the west right-of-way line of Spire View (50' R.O.W.) and the north right-of-way line of Ausblick Avenue (70' R.O.W.), also being at the beginning of a curve to the right, for the northernmost corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the north line of said Ausblick Avenue, and the south line of said Lot 17, the following three (3) courses and distances, numbered 1 and 3,

1) Along said curve to the right, having a radius of 15.00 feet, an arc length of 18.46 feet, and a chord that bears S45°37'52"W, a distance of 17.32 feet to a 1/2 inch iron rod found for corner,
2) S80°53'44"W, a distance of 256.15 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left, and
3) Along said curve to the left, having a radius of 1035.00 feet, an arc length of 78.18 feet, and a chord that bears S78°43'53"W, a distance of 78.16 feet to a calculated point in the north line of said Ausblick Avenue, being in the south line of said Lot 17, same being in the west line of Pilot Knob MUD # 2, also being in the east line of Pilot Knob MUD # 3, and also being at the beginning of a curve to the right, for the southwest corner of the herein described tract of land,

THENCE, along said curve to the right, over and across said Lot 17, and with the common line of said Pilot Knob MUD # 2 and said Pilot Knob MUD # 3, having a radius of 1466.51 feet, an arc length of 10.07 feet, and a chord that bears N20°23'34"W, a distance of 10.07 feet to a calculated point in a north line of said Lot 17, being in the south line of Lot 14, Block 25, said Easton Park Section 2B Phase 2, same being at the beginning of a curve to the right, for the northwest corner of the herein described tract of land,

THENCE, with a north line of said Lot 17, the south line of said Lot 14, the south line of Lots 13, 12, 11, 10, and said 9, Block 25, said Easton Park Section 2B Phase 2, the following two (2) courses and distances, numbered 1 and 2,

1) Along said curve to the right, having a radius of 1045.00 feet, an arc length of 80.16 feet, and a chord that bears N78°41'53"E, a distance of 80.14 feet to a 1/2 inch iron rod found for corner, and
2) N80°53'44"E, a distance of 270.30 feet to the **POINT OF BEGINNING** and containing 0.079 acres (3,456 Square Feet) of land.

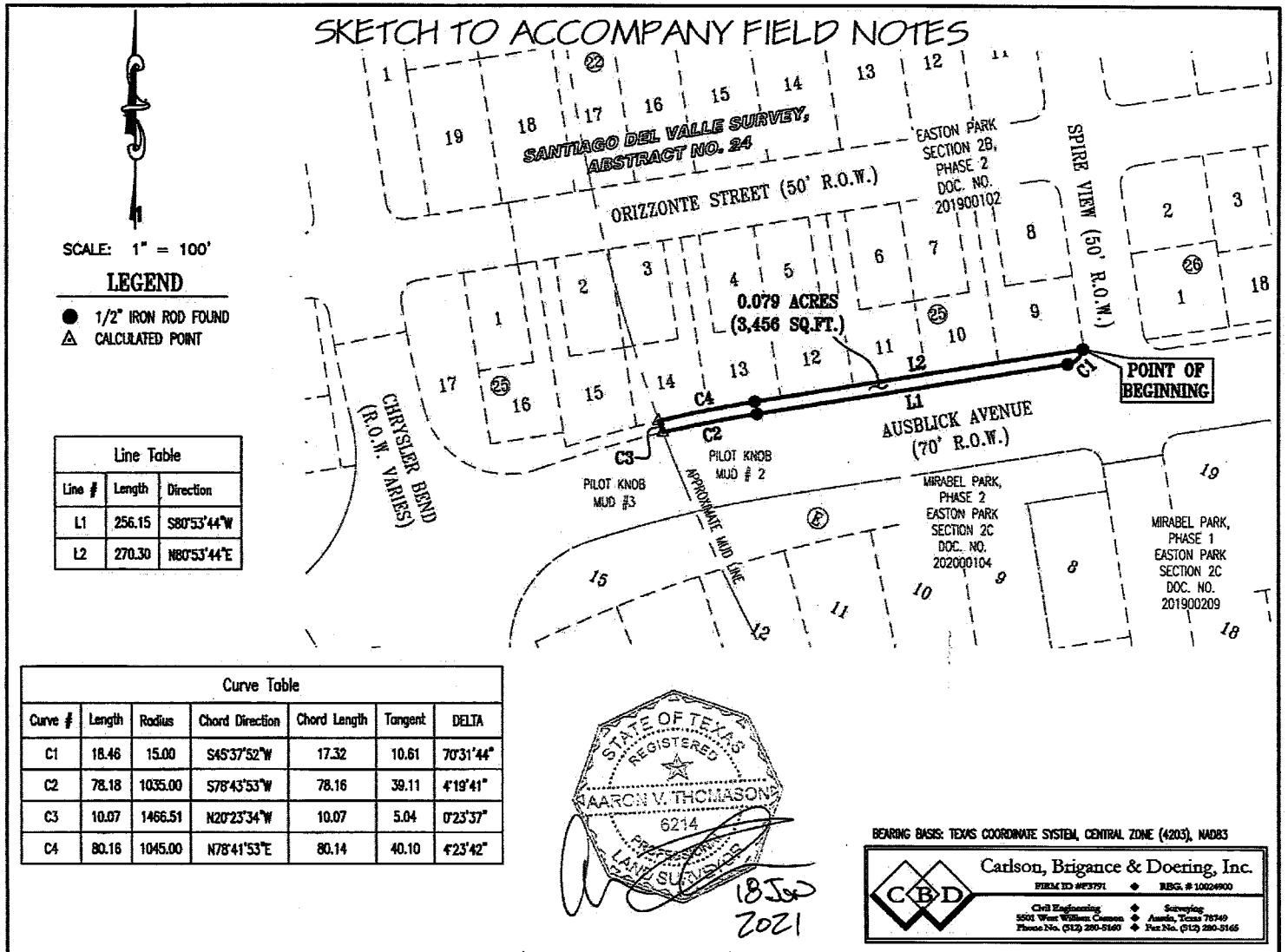
Surveyed by: _____ 18 JUN 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L1	256.15	S80°53'44"W
L2	270.30	N80°53'44"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	18.46	15.00	S45°37'52"W	17.32	10.61	70°31'44"
C2	78.18	1035.00	S78°43'53"W	78.16	39.11	4°19'41"
C3	10.07	1466.51	N20°23'34"W	10.07	5.04	0°23'37"
C4	80.16	1045.00	N78°41'53"E	80.14	40.10	4°23'42"

STATE OF TEXAS REGISTERED AARON V. THOMASON 6214 PROFESSIONAL LAND SURVEYOR

18 Jun 2021

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ BBG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\Autocad 2004 Land Projects\4959\survey\FN – 0.079 ACRES – PART OF LOT 17, BLOCK 25 – MUD # 2

EXHIBIT A-2

METES AND BOUNDS DESCRIPTION OF TRACT 4

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.303 ACRE (13,196 SQUARE FEET) TRACT OR PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 15, BLOCK E, MIRABEL PARK, PHASE 2 EASTON PARK SECTION 2C, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 202000104, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.303 ACRE (13,196 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a northeastern corner of said Lot 15, being at the intersection of the south line of Ausblick Avenue (70' R.O.W.) and the west line of Spire View (50' R.O.W.), same being at the beginning of a curve to the right, for a northeastern corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said Spire View and said Lot 15, the following two (2) courses and distances, numbered 1 and 2,

1) Along said curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord that bears S54°06'16"E, a distance of 21.21 feet to a 1/2 inch iron rod found for corner, and
2) S09°06'16"E, a distance of 22.74 feet to a 1/2 inch iron rod found at the easternmost corner of said Lot 15, being at the northeast corner of Lot 8, Block E, said Mirabel Park, Phase 2 Easton Park Section 2C, for the easternmost corner of the herein described tract of land,

THENCE, with a common line of said Lot 15, said Lot 8, Lots 9, 10, 11, and 12, Block E, of said Mirabel Park, Phase 2 Easton Park Section 2C, the following two (2) courses and distances, numbered 1 and 2,

1) S80°53'44"W, a distance of 134.64 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left, and
2) Along said curve to the left, having a radius of 1265.00 feet, an arc length of 186.05 feet, and a chord that bears S76°40'55"W, a distance of 185.89 feet to a calculated point in the north line of said Lot 12, being in the south line of said Lot 15, same being in the west line of Pilot Knob MUD # 2, also being in the east line of Pilot Knob MUD # 3, and also being at the beginning of a curve to the right, for the southwest corner of the herein described tract of land,

THENCE, along said curve to the right, over and across said Lot 15, and with the common line of said Pilot Knob MUD # 2 and said Pilot Knob MUD # 3, having a radius of 1466.51 feet, an arc length of 51.18 feet, and a chord that bears N24°21'27"W, a distance of 51.18 feet to a calculated point in the north line of said Lot 15, being in the south line of said Ausblick Avenue, same being at the beginning of a curve to the right, for the northwest corner of the herein described tract of land,

THENCE, with the common line of said Lot 15 and said Ausblick Avenue , the following two (2) courses and distances, numbered 1 and 2,

1) Along said curve to the right, having a radius of 967.17 feet, an arc length of 62.37 feet, and a chord that bears N79°02'15"E, a distance of 62.36 feet to a 1/2 inch iron rod found for corner, and
3) N80°53'44"E, a distance of 256.15 feet to the **POINT OF BEGINNING** and containing 0.303 acres (13,196 Square Feet) of land.

Surveyed by: _____ 18 Jun 202

AARON V. THOMASON, R.P.L.S. NO. 6214
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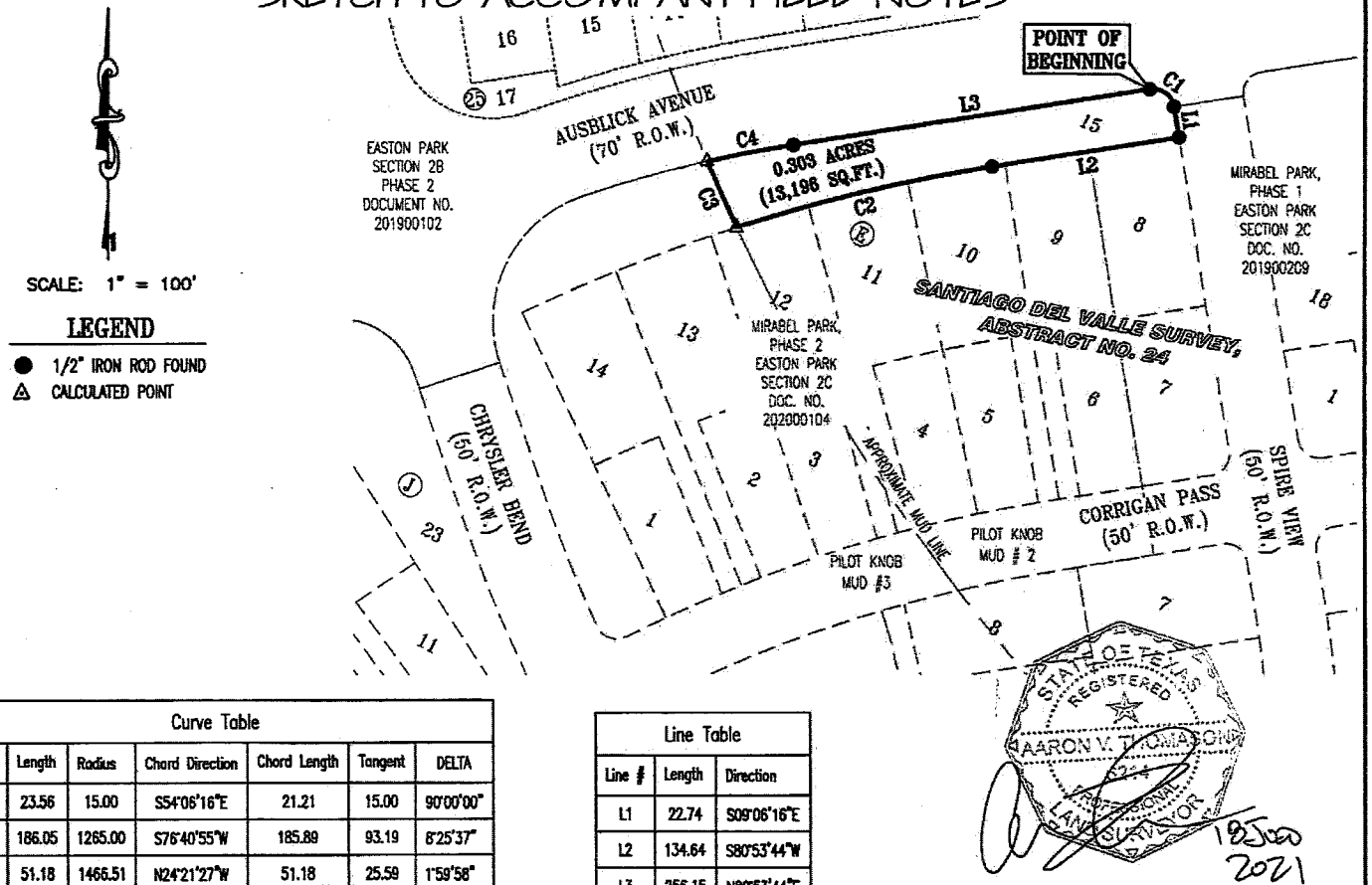
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

LEGEND

- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	S54°06'16"E	21.21	15.00	90°00'00"
C2	186.05	1265.00	S76°40'55"W	185.89	93.19	8°25'37"
C3	51.18	1466.51	N24°21'27"W	51.18	25.59	1°59'58"
C4	62.37	967.17	N79°02'15"E	62.36	31.20	3°41'42"

Line Table		
Line #	Length	Direction
L1	22.74	S09°06'16"E
L2	134.64	S80°53'44"W
L3	256.15	N80°53'44"E

STATE OF TEXAS REGISTERED AARON V. THOMASON 6214 PROFESSIONAL LAND SURVEYOR 2021

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
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J:\Autocad 2004 Land Projects\4959\survey\FN – 0.303 ACRES – PART OF LOT 15, BLOCK E – MUD # 2