

William P. McLean
McLean & Howard, L.L.P.
901 South Mopac Expressway
Building II, Suite 225
Austin, Texas 78746



EASTON PARK RESIDENTIAL – MASTER DOCUMENTS

UPDATED AS OF JUNE 18, 2021

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 Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2016027463, Official Public Records of Travis County, Texas.
4. 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 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.
- 5. Easton Park Amended and Restated Adoption of Working Capital Assessment [Residential], recorded as Document No. 2015192019, Official Public Records of Travis County, Texas.
- 6. Declaration Regarding Sidewalk and Access Easement, recorded as Document No. 2018046546, Official Public Records of Travis County, Texas.
- 7. Declaration Regarding Access, Landscaping and Marketing Easement, recorded as Document No. 201846547, Official Public Records of Travis County, Texas.
- 8. Partial Assignment of Declarant's Rights, recorded as Document No. 2019119176, Official Public Records of Travis County, Texas.
- 9. Declarant Designation of Sidewalk Easement Area, recorded as Document No. 2020123591, Official Public Records of Travis County, Texas.
- 10. Integrated Pest Management Restrictive Covenant, recorded as Document No. 2020184637, Official Public Records of Travis County, Texas.
- 11. Sidewalk Easement with Required Maintenance, recorded as Document No. 2021052105, Official Public Records of Travis County, Texas.
- 12. Exclusive Trail and Recreational Easement, recorded as Document No. 2021058513, Official Public Records of Travis County, Texas.
- 13. Integrated Pest Management Restrictive Covenant, recorded as Document No. 2021060663, Official Public Records of Travis County, Texas.
- 14. Amended and Restated Notice of Designation of Common Area, recorded as Document No. 2021098074, Official Public Records of Travis County, Texas.
- 15. Integrated Pest Management Restrictive Covenant, recorded as Document No. 2021128500, 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 1C], recorded as Document No. 2016206243, Official Public Records of Travis County, Texas.
4. Easton Park Notice of Annexation [Section 1C, Phase 2], recorded as Document No. 2018001570, Official Public Records of Travis County, Texas.
5. Easton Park Notice of Annexation [Section 2A], recorded as Document No. 2018046545, Official Public Records of Travis County, Texas.
6. 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.
7. Easton Park Notice of Annexation [Section 2A, Phase 3], recorded as Document No. 2021040055, Official Public Records of Travis County, Texas.
8. Easton Park Notice of Annexation [Section 2A, Phase 4], recorded as Document No. 2021040057, Official Public Records of Travis County, Texas.
9. Easton Park Notice of Annexation [Section 2B, Phase 1], recorded as Document No. 2017202427, Official Public Records of Travis County, Texas.
10. Easton Park Notice of Annexation [Section 2B, Phase 2], recorded as Document No. 2019082440, Official Public Records of Travis County, Texas.
11. Easton Park Notice of Annexation [Section 2B, Phase 3], recorded as Document No. 2017204669, Official Public Records of Travis County, Texas.
12. Easton Park Notice of Annexation [Section 2C, Phase 1] Mirabel Park, recorded as Document No. 2019162822, Official Public Records of Travis County, Texas.
13. Easton Park Notice of Annexation [Section 2C, Phase 2] Mirabel Park, recorded as Document No. 2020090078, Official Public Records of Travis County, Texas.
14. Easton Park Notice of Annexation [Section 3A, Phase 1] Skyline Park, recorded as Document No. 2021125311, Official Public Records of Travis County, Texas.
15. Easton Park Notice of Annexation [Section 4A], recorded as Document No. 2020184638, 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.
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.

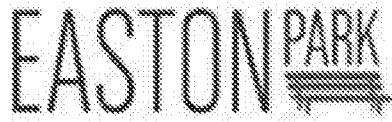
DEEDS

1. Correction Special Warranty Deed, 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, 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 (Lot 2A, Easton Park Section 1B), recorded as Document No. 2019015063, Official Public Records of Travis County, Texas.
4. Warranty Deed (Lots 1, 16, 24, 25, and 32, Block B; Lot 11, Block D; Easton Park Section 1C; and Lot 1, Block A; and Lot 1, Block D; Easton Park Section 1C, Phase 2), recorded as Document No. 2019016579, Official Public Records of Travis County, Texas.
5. Special Warranty Deed (24.747 acres in the Santiago Del Valle Grant, Travis County, Texas), recorded as Document No. 2019033881, Official Public Records of Travis County, Texas.
6. Special Warranty Deed (Lot 2, Block A, Easton Park, Section 2A), recorded as Document No. 2021119653, Official Public Records of Travis County, Texas.

AFTER RECORDING RETURN TO:



Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com



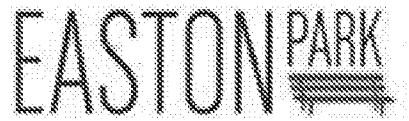
AMENDED AND RESTATED MASTER COVENANT
[RESIDENTIAL]

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



**AMENDED AND RESTATED MASTER COVENANT
[RESIDENTIAL]**

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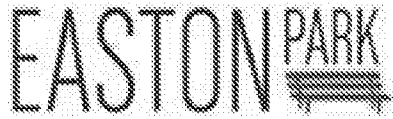
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AMENDED AND RESTATED MASTER COVENANT [RESIDENTIAL]

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:

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**”).

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 <u>Exhibit “A”</u> . This is the land that <u>may be made</u> 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 <u>have been made</u> 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 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 be 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 alternate 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.

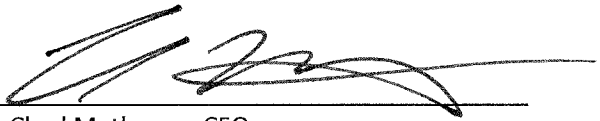
10.13. Notices. Any notice permitted or required to be given to any person by this Master Covenant will be in writing and may be delivered either personally or by mail, or as otherwise provided in this Master Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have 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:

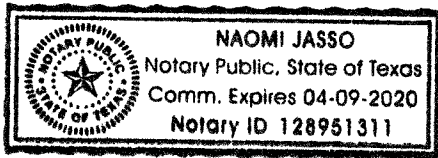
CARMA EASTON LLC,
a Texas limited liability company


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.

(seal)





Notary Public, State of Texas

EXHIBIT "A"



**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 42.558 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 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 $16^{\circ}27'44''$, an arc length of 215.49 feet, and a chord which bears North $34^{\circ}11'36''$ East, a distance of 214.75 feet to a calculated point;

30. North $42^{\circ}25'28''$ 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 $47^{\circ}34'32''$ West, a distance of 1131.25 feet;

THENCE South $47^{\circ}34'32''$ 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 $62^{\circ}15'58''$ 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:

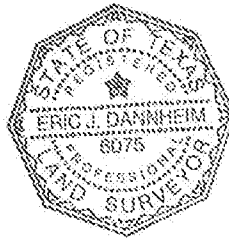
1. North $27^{\circ}03'32''$ East, a distance of 251.09 feet to a $1/2''$ rebar found;
2. South $62^{\circ}00'51''$ East, a distance of 84.16 feet to a $1/2''$ rebar found;
3. South $27^{\circ}03'32''$ West, a distance of 250.72 feet to the **POINT OF BEGINNING**, containing 0.485 acres of land, more 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.

Page 5 of 5

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.

Eric J. Dannheim 9/13/2010
Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 5848





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 18.810 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 505 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 89.258 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 $180^{\circ}00'00''$, an arc length of 4607.18 feet, and a chord which bears South $27^{\circ}04'42''$ West, a distance of 2933.02 feet to a calculated point;
9. South $62^{\circ}55'18''$ 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 $50^{\circ}15'23''$, an arc length of 532.29 feet, and a chord which bears South $37^{\circ}39'34''$ East, a distance of 515.39 feet to a calculated point;
11. South $16^{\circ}01'51''$ 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 $53^{\circ}14'32''$, an arc length of 401.42 feet, and a chord which bears South $58^{\circ}50'30''$ West, a distance of 387.13 feet to a calculated point;
13. South $28^{\circ}11'39''$ West, a distance of 910.01 feet to a calculated point;
14. North $61^{\circ}48'21''$ 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 $27^{\circ}07'27''$ 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 $63^{\circ}21'03''$ 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 $26^{\circ}53'42''$ 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 $26^{\circ}48'48''$, an arc length of 697.59 feet, and a chord which bears North $52^{\circ}29'28''$ 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.

Page 12 of 12

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.

EJ 9/17/2010

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





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 25 2016 10:40 AM

FEE: \$ 306.00 **2016027307**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Dec 19, 2019 12:17 PM Fee: \$38.00

2019199893

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



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.

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.

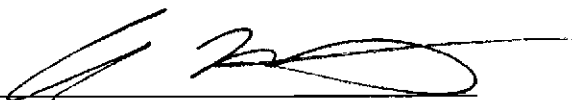
2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written, and are hereby ratified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

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

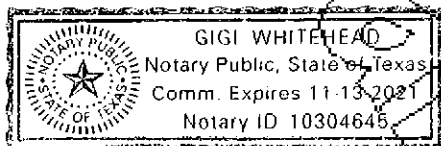
By: 
Printed Name: Chad Matheson
Title: Chief Financial Officer


THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 10th 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)




Notary Public, State of Texas

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
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:

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, 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 Unightly 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 13th day of February, 2016.

DECLARANT:

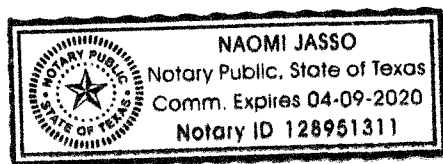
CARMA EASTON LLC,
a Texas limited liability company

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.

(seal)





Notary Public, State of Texas

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

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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.

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 25 2016 11:37 AM

FEE: \$ 122.00 **2016027353**

AFTER RECORDING RETURN TO:

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



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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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:

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, 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:

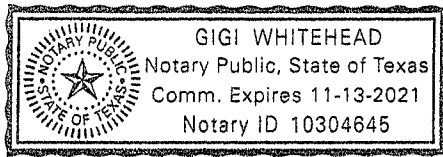
CARMA EASTON LLC,
a Texas limited liability company

By: [Signature]
Printed Name: CHAD MATTHESON
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)



[Signature]
Notary Public Signature

EXHIBIT A

BUMBLEBEE GREEN EASEMENT AREA

0.0025 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 1 of 3

**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.

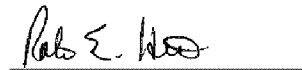
0.0025 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

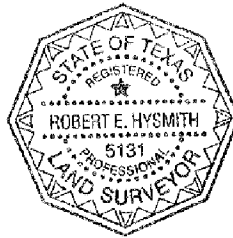
All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by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

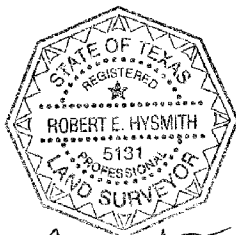


Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	9.57'	667.50'	0°47'51"	N10°37'21"E	9.57'

Line Table		
Line #	Length	Direction
L1	24.33	S89°08'33"E
L2	22.06	N82°16'39"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.



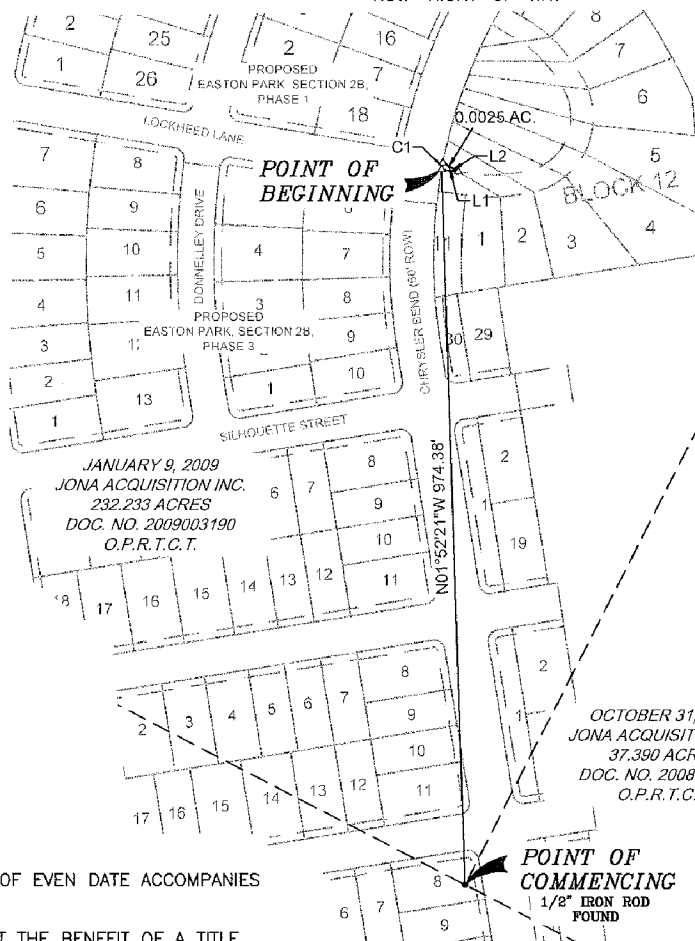
0 200' 400'
SCALE: 1" = 200'

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



JANUARY 9, 2009
JONA ACQUISITION INC.
232.233 ACRES
DOC. NO. 2009003190
O.P.R.T.C.T.

OCTOBER 31, 2008
JONA ACQUISITION INC.
37.390 ACRES
DOC. NO. 2008179828
O.P.R.T.C.T.



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\Brockfield - Easton\BRP15007-03 - Section 2B Ph 1\Survey\CAD\Easements\LOT 1.TAX

0.0406 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 1 of 3

**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.

0.0406 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

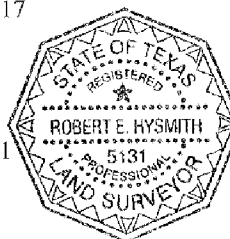
All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by 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°19'00"E	31.09'
C2	40.28'	170.00'	13°34'28"	N89°03'53"W	40.18'



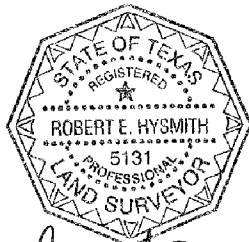
0 200' 400'

SCALE: 1" = 200'

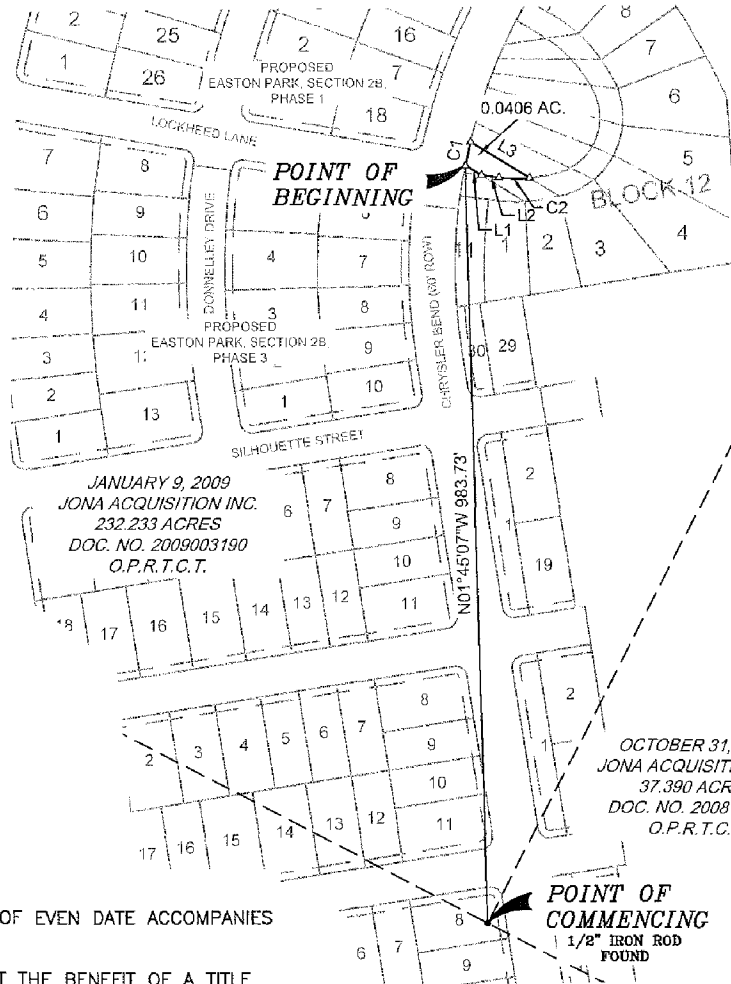
LEGEND

- 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

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



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.



PELTON

LAND SOLUTIONS

7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-831-7705, TBPUS FIRM NO 19194108

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

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0.0811 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 1 of 3

**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.

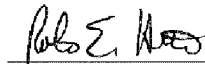
0.0811 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

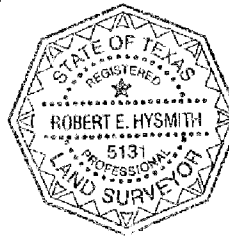
All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by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

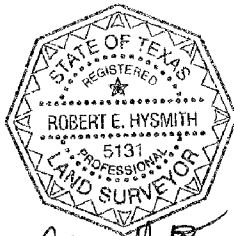


Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	26.11'	887.50'	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	138.25	S64°12'06"E
L2	18.53	S80°53'40"W
L3	90.11	N58°52'12"W



Robt 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.

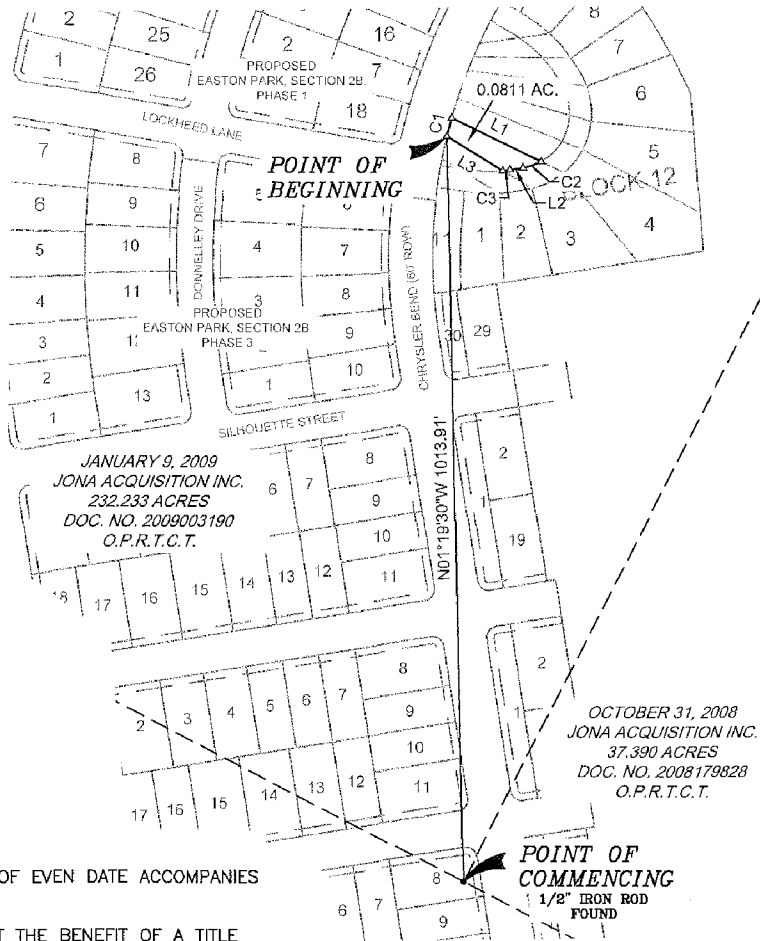
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.



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



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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0.1100 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 1 of 3

**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.

0.1100 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

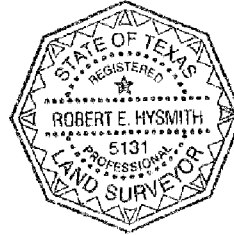
All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by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

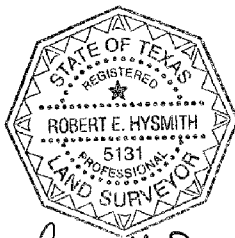


Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	28.17'	687.50'	2°20'50"	N16°56'59"E	28.16'
C2	40.30'	75.00'	30°47'08"	S45°46'27"W	39.62'

Line Table		
Line #	Length	Direction
L1	154.48	S67°45'40"E
L2	136.25	N64°12'06"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.

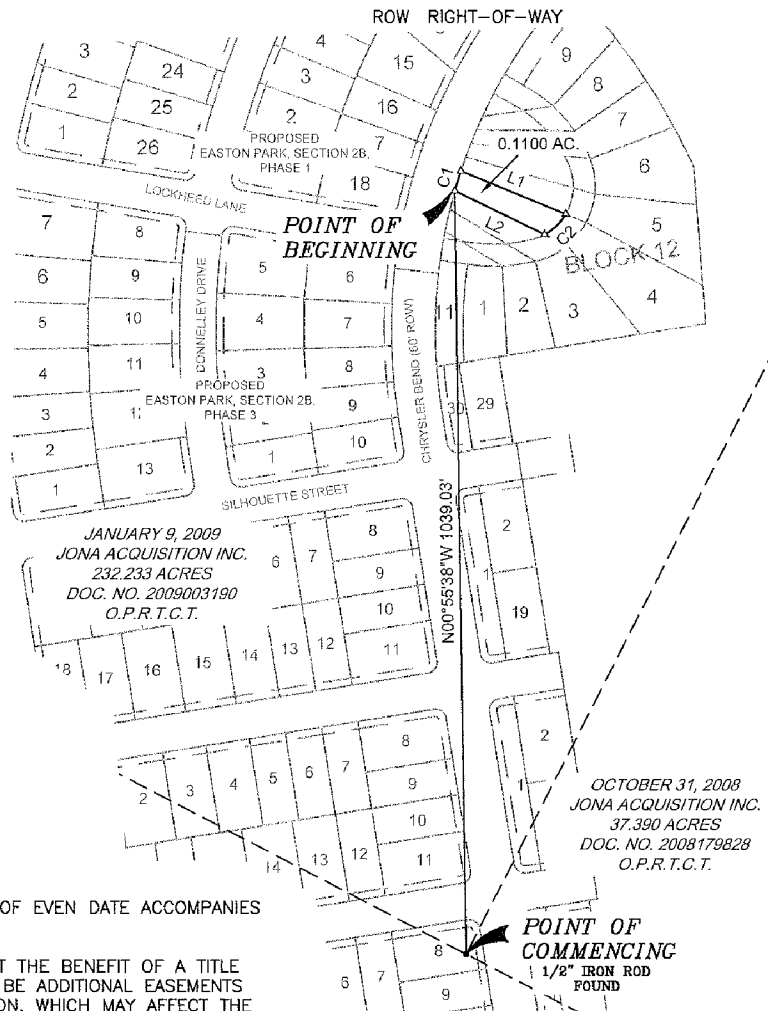
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0 200' 400'
SCALE: 1" = 200'

LEGEND

- IRON ROD FOUND (1/2", OR AS NOTED)
- △ CALCULATED CORNER
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS



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

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0.1016 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 1 of 3

**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.

0.1016 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

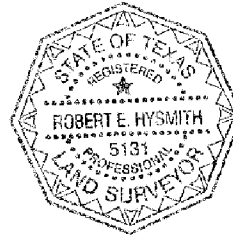
All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by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

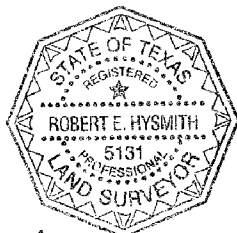


Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



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°05'17"E
L2	154.46	N67°45'40"W



Robert E. Hysmith
6/26/17

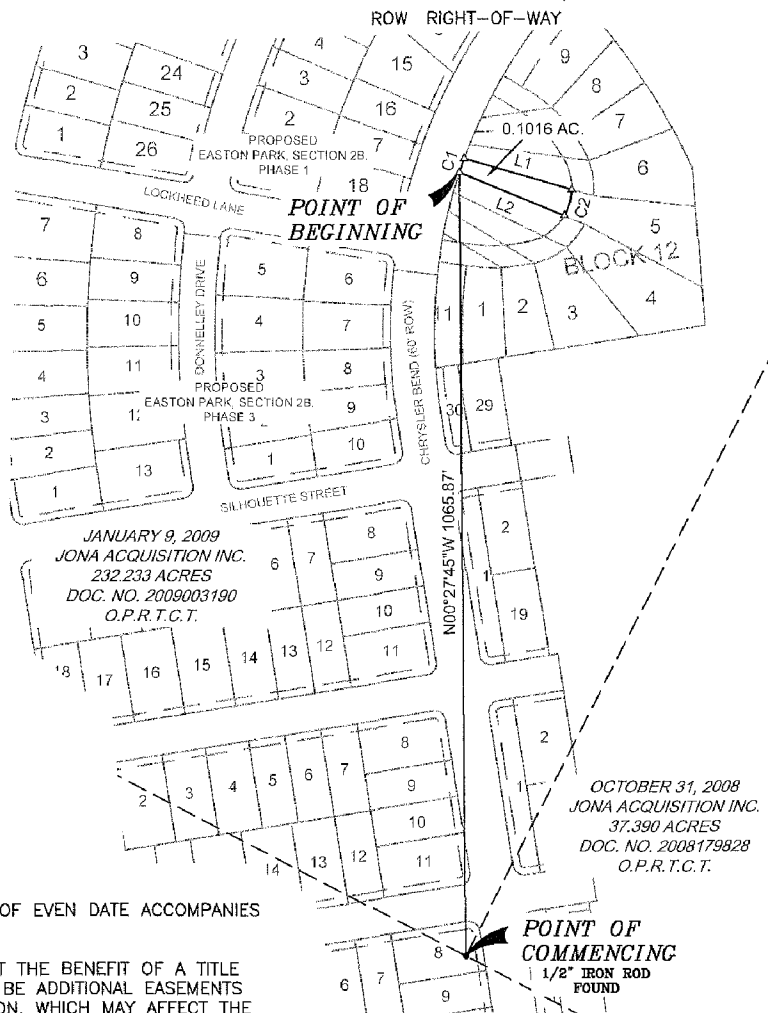


0 200' 400'

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



NOTES:

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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.

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PELTON

LAND SOLUTIONS

7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78745

512-831-7700, TBPPLS FIRM NO 10194188

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

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0.0996 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 1 of 3

**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.

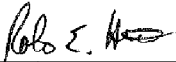
0.0996 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

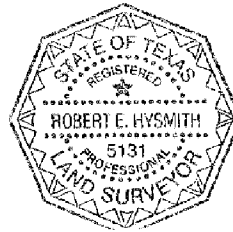
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This property description is accompanied by a separate plat of even date.

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

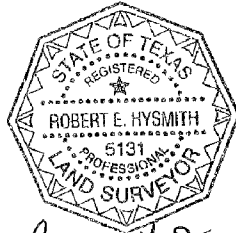


Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



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



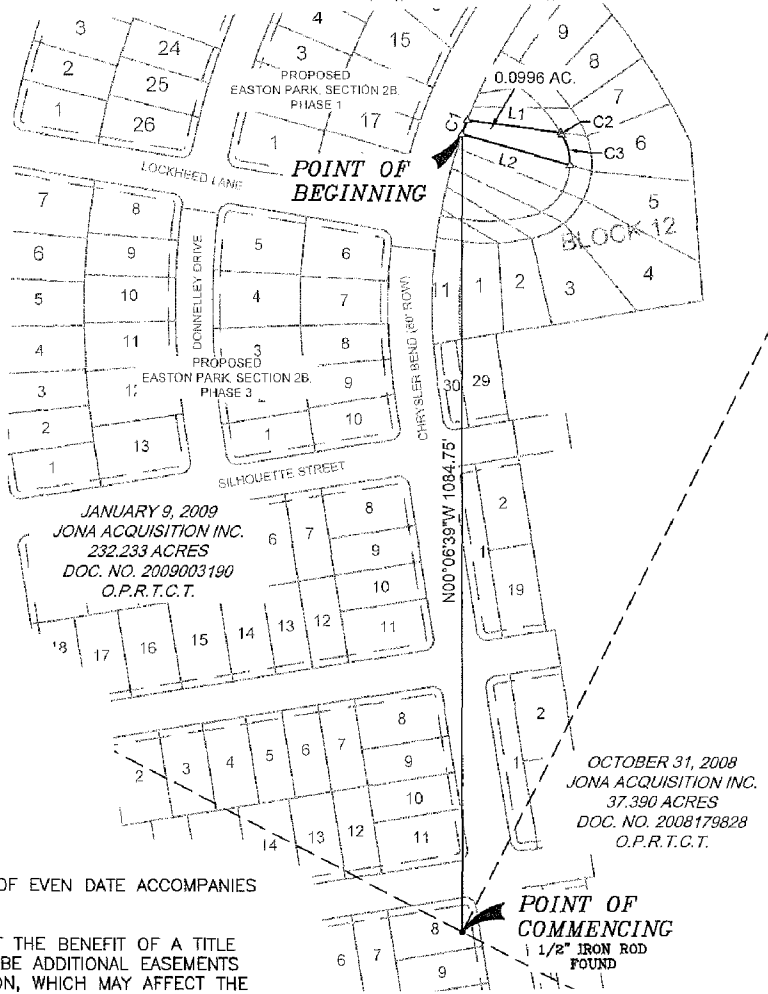
Rob E Hysmith
6/26/17



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



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.



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

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0.0657 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 1 of 3

**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.

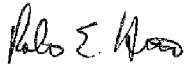
0.0657 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

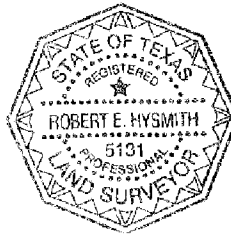
All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by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

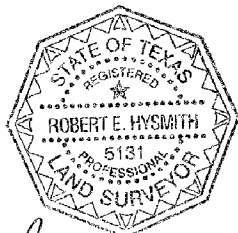


Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108



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'	5°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

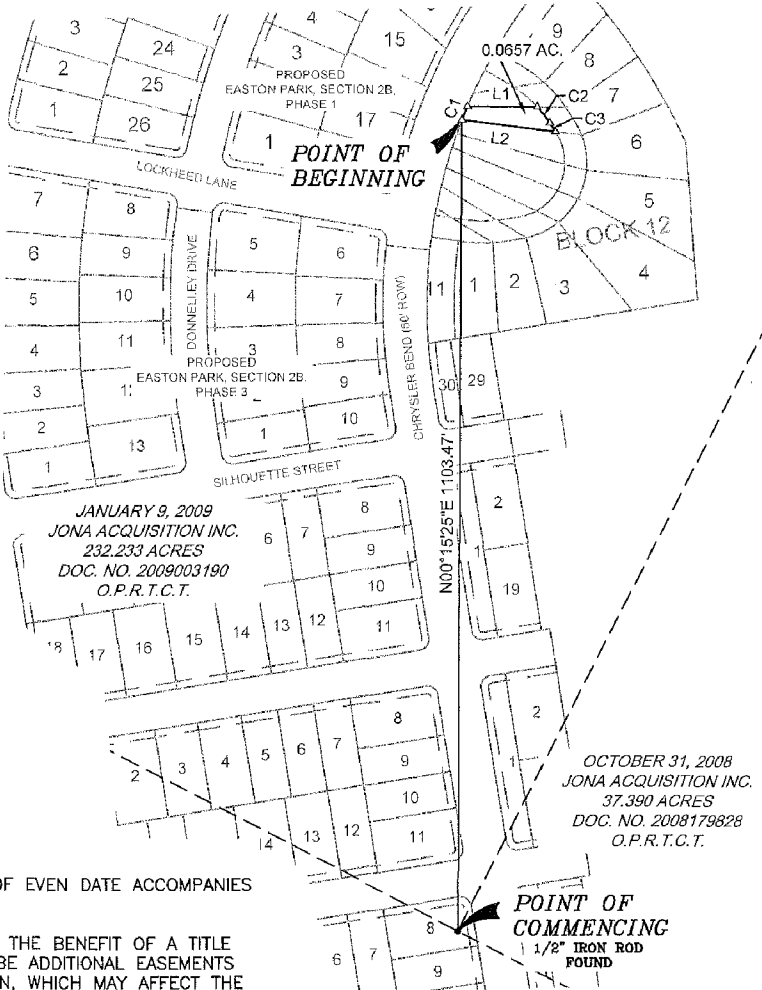


0 200' 400'

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



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.



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\Easement\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.


0.0595 ACRE
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 3

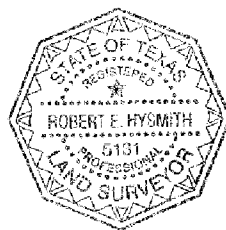
All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by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





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 22 2017 02:57 PM

FEE: \$ 170.00 **2017202751**

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



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:

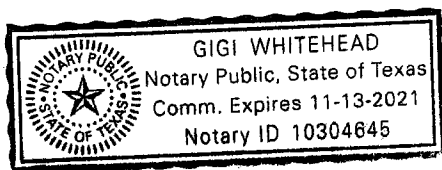
CARMA EASTON LLC,
a Texas limited liability company

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)




Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

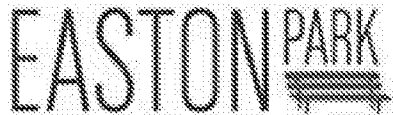
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 29 2018 09:45 AM

FEE: \$ 46.00 **2018045961**

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.

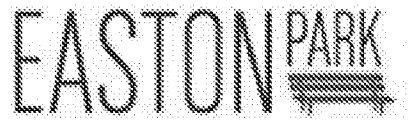


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**AMENDED AND RESTATED
COMMUNITY ENHANCEMENT COVENANT
[RESIDENTIAL]**

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.

EASTON PARK
AMENDED AND RESTATED COMMUNITY ENHANCEMENT COVENANT

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 <i>Exhibit "A"</i> to the Master Covenant. This is the land that <u>may be made</u> subject to this Community Enhancement Covenant, from time to time, by the Recording of one or more Notices of Annexation pursuant to <i>Section 9.05</i> of the Master Covenant.
"Development" -	This is the portion of the land described in <i>Exhibit "A"</i> to the Master Covenant that <u>has been made</u> 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:

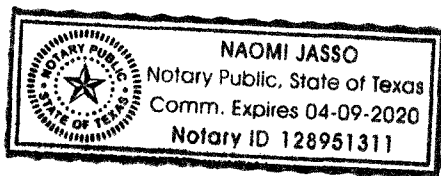
CARMA EASTON LLC,
a Texas limited liability company

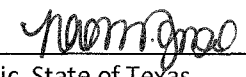
By: 
Chad Matheson, Chief Financial Officer

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)





Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 25 2016 01:40 PM

FEE: \$ 78.00 **2016027463**

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

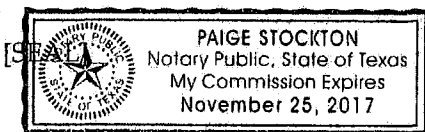
Adopted by:

CARMA EASTON LLC, a Texas limited liability company

By: Printed Name: CHAD MATHESONTitle: 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.




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
MASTER RESIDENTIAL DESIGN GUIDELINES

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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).*

Brick A	Brick B	Brick C	Brick A
Brick D	Brick E	Brick F	Brick B

- *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
<i>*Masonry requirements pertain only to the first floor.</i>		

- 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 <i>not permitted</i> 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 point 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 use 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 illinoensis	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 glaucooides/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 Varieties)	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. eximiaia	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
Vinium vulpium	Rusty Blackhawk	15' x 10'	3" cal.	yes	
	Viburnum				
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	Aromatic 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
<i>Stemodia tomentosa</i>	Woolly Stemodia	6" x 3'	36" o.c.	yes	
				yes	
Perennials				yes	
<i>Achillea millefolium</i>	Yarrow	18" x 3'	2' o.c.	yes	
<i>Aquilegia canadensis</i>	Red Columbine	3' x 2'	12" o.c.	yes	
<i>Aquilegia chrysantha</i> "Texas Gold"	Yellow Columbine	3' x 2'	12" o.c.	yes	
<i>Aster oblongifolius</i>	Fall Aster	3' x 2.5'	2' o.c.	yes	
<i>Callirhoe involucrata</i>	Winetrap	1' x 3'	3' o.c.	yes	
<i>Calylophus berlandieri</i>	Calylophus	1' x 1'	12" o.c.	yes	
<i>Conoclinium greggii</i>	Gregg's Mistflower	1.5' x 1.5'	18" o.c.	yes	
<i>Coreopsis lanceolata</i>	Coreopsis	2' x 2'	2' o.c.	yes	
<i>Delphinium carolinianum</i>	Blue Larkspur	2' x 1'	12" o.c.	yes	
<i>Echinacea purpurea</i>	Purple Coneflower	2' x 1.5'	24" o.c.	yes	
<i>Gaura lindheimeri</i> *	Gaura	3' x 2'	18" o.c.	yes	
<i>Hibiscus coccineus/moscheutos</i>	Perennial Hibiscus	4' x 4'	4' o.c.	yes	
<i>Hymenoxys/Tetranneuris scapoia</i>	Hymenoxys	12" x 12"	12" o.c.	yes	
<i>Liatris mucronata</i>	Gayfeather	2' x 2'	24" o.c.	yes	
<i>Melampodium leucanthum</i>	Blackfoot Daisy	1' x 2'	24" o.c.	yes	
<i>Monarda fistulosa</i>	Bee Balm	3' x 4'	36" o.c.	yes	
<i>Oenothera missouriensis</i>	Missouri Primrose	1.5' x 3'	24" o.c.	yes	
<i>Oenothera speciosa</i>	Evening Primrose	1.5' x 3'	24" o.c.	yes	
<i>Physostegia virginiana</i>	Fall Obedient Plant	3' x 2'	36" o.c.	yes	
<i>Rudbeckia hirta</i>	Black-eyed Susan	2' x 1.5'	24" o.c.	yes	
<i>Salvia coccinea</i>	Tropical Sage	3' x 2'	24" o.c.	yes	
<i>Salvia penstemonoides</i>	Big Red Sage	4' x 2'	24" o.c.	yes	
<i>Salvia roemeriana</i>	Cedar Sage	2' x 3'	36" o.c.	yes	
<i>Thelypteris lounthii</i>	River Fern	3' x 3'	36" o.c.	no	
<i>Verbena bipinnatifida</i>	Prairie Verbena	1' x 2'	18" o.c.	Yes	
<i>Viguiera stenoloba</i>	Skeletonleaf Goldeneye	2' x 3'	24" o.c.	Yes	
VINES					
Evergreen Vines					
<i>Bignonia capreolata</i>	Crossvine	50'	NA	Yes	
<i>Gelsemium sempervirens</i>	Carolina Jessamine	20'	NA	Yes	
<i>Lonicera sempervirens</i>	Coral Honeysuckle	12'	NA	Yes	
Deciduous Vines					
<i>Parthenocissus quinquefolia</i>	Virginia Creeper	20'	NA	Yes	
<i>Passiflora incarnate</i>	Passion Vine	12'	NA	Yes	
<i>Wisteria macrostachya</i>	Texas Wisteria	30'	NA	Yes	
GRASSES					
Ornamental Grasses					
<i>Bouteloua curtipendula</i>	Side Oats Grama	3' x 2'	36" o.c.	Yes	
<i>Bouteloua gracilis</i>	Blue Grama	1' x 1'	Seed	Yes	
<i>Buchloe dactyloides</i>	Buffalograss	1' x 1'	Seed	Yes	
<i>Chasmanthium latifolium</i>	Inland Sea Oats	4' x 8'	5' o.c.	Yes	
<i>Muhlenbergia capillaris</i>	Gulf Muhly	2.5' x 2'	24" o.c.	Yes	
<i>Muhlenbergia lindheimeri</i>	Big Muhly	5' x 3'	5' o.c.	Yes	
<i>Muhlenbergia reverchonii</i>	Seep Muhly	3' x 2'	24" o.c.	Yes	
<i>Muhlenbergia rigens</i>	Deer Muhly	1' x 1'	12" o.c.	Yes	
<i>Nolina texana</i>	Basket Grass/Sacahuista	2' x 2'	24" o.c.	Yes	
<i>Panicum virgatum</i>	Switchgrass	4' x 4'	48" o.c.	Yes	
<i>Schizachyrium scoparium</i>	Little Bluestem	3' x 1.5'	18" o.c.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
<i>Sorghastrum nutans</i>	Indian Grass	4' x 5'	48" o.c.	Yes	
<i>Sporobolus airoides</i>	Alkali Sacaton	2' x 3'	24" o.c.	Yes	
<i>Stipa tenuissima</i>	Mexican Feather Grass	2' x 1.5'	24" o.c.	Yes	
ACCENTS					
<i>Agave</i> spp.	Agave	4' x 6'	5' o.c.	Yes	
<i>Dasyllirion texana</i>	Texas Sotol	4' x 4'	4' o.c.	Yes	
<i>Opuntia engelmannii</i> var. <i>lindheimeri</i>	Prickly Pear Cactus	3' x 3'	3' o.c.	Yes	
<i>Sabal minor</i>	Dwarf Palmetto	5' x 5'	4' o.c.	no	Rain garden use
<i>Yucca pallida</i>	Paleleaf Yucca	1' x 2'	2' o.c.	Yes	
<i>Yucca pendula/recurvifolia</i>	Softleaf Yucca	5' x 3'	3' o.c.	Yes	
<i>Yucca rupicola</i>	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					
<i>Acer palmatum</i>	Japanese Maple	15' x 10'	6' ht.	no	specimen or container use only
<i>Fraxinus cuspidata</i>	Fragrant Ash	10' x 15'	8' ht.	Yes	
<i>Juglans major</i>	Arizona Walnut	40' x 50'	8' ht.	Yes	
<i>Juglans microcarpa</i>	Little Walnut	20' x 30'	8' ht.	Yes	
<i>Juglans nigra</i>		70' x 80'	8' ht.	Yes	
<i>Koelreuteria paniculata</i>	Golden Rain Tree	30' x 25'	2" cal.	Yes	ornamental accent use only
<i>Lagerstroemia indica</i>	Crape Myrtle	25' x 15'	8' ht.	Yes	
<i>Magnolia soulangiana</i>	Saucer Magnolia	30' x 25'	8' ht.	No	ornamental accent use only
<i>Platanus occidentalis</i> var. <i>glabrata</i>	Texas Sycamore	70' x 40'	2" cal.	Yes	
<i>Plantanus mexicana</i>	Mexican Sycamore	60' x 40'	2" cal.	Yes	
<i>Prosopis glandulosa</i>	Honey Mesquite	25' x 30'	8' ht.	Yes	
<i>Quercus marilandica</i>	Blackjack Oak	50' x 60'	2" cal.	Yes	
<i>Quercus polymorpha</i>	Mexican White Oak	40' x 30'	2" cal.	Yes	
<i>Quercus sinnata</i>	Durand Oak	50' x 70'	2" cal.	Yes	
<i>Quercus sinnata brevifolia</i>	Shin Oak	30' x 35'	2" cal.	Yes	
<i>Quercus stellata</i>	Post Oak	50' x 75'	2" cal.	Yes	
<i>Salix babylonica</i>	Weeping Willow	30' x 25'	2" cal.	No	park wetland and pond use only
<i>Salix nigra</i>	Black Willow	50' x 40'	2" cal.	No	park wetland and pond use only
<i>Taxodium mucronatum</i>	Montezuma Cypress	75' x 50'	2" cal.	yes	
Evergreen Trees					
<i>Arbutus texana</i>	Texas Madrone	25' x 30'	6' ht.	Yes	
<i>Cedrus deodara</i>	Deodar Cedar	30' x 15'	12' ht.	Yes	
<i>Cupressus arizonica</i>	Arizona Cypress	30' x 20'	8' ht.	Yes	
<i>Eriobotrya japonica</i>	Loquat	15' x 10'	6' ht.	no	
<i>Juniperus chinensis</i> 'Blue Point'	Blue Point Juniper	15' x 5'	4' ht.	Yes	
<i>Pinus eldarica</i>	Afghan Pine	50' x 25'	8' ht.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
<i>Pinus pinea</i>	Italian Stone Pine	80' x 40'	8' ht.	Yes	
<i>Pinus thumbergii</i>	Japanese Black Pine	50' x 25'	8' ht.	Yes	
ORNAMENTAL TREES					
<i>Lagerstroemia indica</i>	Crape Myrtle	15' x 10'	8' ht.	Yes	ornamental accent use only
<i>Prunus persica</i>	Flowering Peach	15' x 10'	8' ht.	Yes	ornamental accent use only
LARGE SHRUBS					
<u>Evergreen Shrubs</u>					
<i>Abelia grandiflora</i>	Glossy Abelia	6' x 6'	4' o.c.	Yes	
<i>Abelia grandiflora</i> , dwarf varieties	Dwarf Abelia	3' x 3'	3' o.c.	Yes	'Edward Goucher, "Sherwoodii'
<i>Artemesia</i> x 'Powis Castle'	Powis Castle Artemesia	2' x 2'	2' o.c.	Yes	
<i>Cotoneaster glaucophylla</i>	Grayleaf Cotoneaster	3' x 5'	3' o.c.	Yes	
<i>Cotoneaster</i> spp.	Cotoneaster	3' x 5'	3' o.c.	Yes	
<i>Cycas revoluta</i>	King Sago	6' x 4'	5' oc.	No	Specimen or container use only
<i>Dietes bicolor</i>	Bicolor Iris	3' x 3'	3' o.c.	Yes	
<i>Elaeagnus pungens</i>	Elaeagnus	6' x 6'	6' o.c.	No	
<i>Fatsia japonica</i>	Fatsia	4' x 4'	3' o.c.	No	Specimen or container use only
<i>Feijoa sellowiana</i>	Pineapple Guava	6' x 6'	5' o.c.	Yes	
<i>Jasminum floridum</i>	Florida Jasmine	3' x 4'	4' o.c.	Yes	
<i>Jasminum mesnyi</i>	Primrose Jasmine	8' x 8'	5' o.c.	Yes	
<i>Juniperus chinensis</i> 'Hetzli'	San Jose Juniper	6' x 6'	6' o.c.	Yes	
<i>Juniperus chinensis</i> 'Parsonii'	Parsons Uniper	2' x 3'	3' o.c.	Yes	
<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper	5' x 6'	4' o.c.	Yes	
<i>Juniperus conferta</i>	Shore Juniper	1.5' x 8'	6' o.c.	Yes	
<i>Juniperus horizontalis</i> cultivars	Andorra Juniper	2' x 4'	3' o.c.	Yes	
<i>Loropetalum</i> spp.	Loropetalum	8' x 5'	4' o.c.	Yes	
<i>Mahonia bealei</i>	Leatherleaf Mahonia	4' x 3'	3' o.c.	No	
<i>Nandina domestica</i> 'Gulf Stream'	Nandina	2' x 3'	2' o.c.	No	Non-berry varieties only
<i>Rosa</i> spp.	Rose	Varies	NA	Yes	
<i>Rosmarinus officinalis</i>	Upright Rosemary	4' x 5'	3' o.c.	Yes	
<i>Rosmarinus officinalis</i> 'prostratus'	Prostrate Rosemary	2' x 5'	3' o.c.	Yes	
<i>Viburnum suspensum</i>	Sandankwa Viburnum	6' x 6'	4' o.c.	No	
<u>Semi-evergreen Shrubs</u>					
<i>Dalea bicolor</i>	Dalea	3' x 3'	3' o.c.	Yes	
<i>Salvia mellissodora</i>	Grape-Scented Sage	3' x 3'	3' o.c.	Yes	
<i>Salvia</i> x <i>superba</i>	Blue Queen Sage	3' x 3'	3' o.c.	Yes	
<u>Deciduous Shrubs</u>					
<i>Ageratina havanensis</i>	White Mistflower/Boneset	5' x 3'	3' o.c.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
<i>Berberis thunbergii</i>	Japanese Barberry	4' x 4'	3' o.c.	Yes	
<i>Berberis thunbergii</i> "Atropurpurea"	Red Leaf Japanese Barberry	5' x 5'	4' o.c.	Yes	
<i>Berberis thunbergii</i> , dwarf varieties	Japanese Barberry, dwarf	2' x 2'	2' o.c.	Yes	'Crimson Pygmy', 'Aurea'
<i>Buddleja marrubifolia</i>	Wooly Butterfly Bush	6' x 6'	5' o.c.	Yes	
<i>Cassia lindheimeriana</i>	Lindheimer's Cassia	2' x 3'	2 o.c.	Yes	
<i>Cephalanthus occidentalis</i>	Button Bush	8' x 10'	6' o.c.	Yes	Park wet land and pond use only
<i>Chaenomeles speciosa</i>	Flowering Quince	6' x 6'	5' o.c.	No	
<i>Eupatorium coelestinum</i>	Blue Mistflower	3' x 3'	3' o.c.	Yes	
<i>Eysenhardtia texana</i>	Kidneywood	10' x 6'	6' o.c.	Yes	
<i>Hamamelis virginiana</i>	Witch Hazel	10' x 8'	6' o.c.	Yes	
<i>Hibiscus syriacus</i>	Althea	10' x 6'	5' o.c.	No	
<i>Philadelphus coronarius</i>	Mock Orange	10' x 8'	6' o.c.	Yes	
<i>Punica granatum</i>	Pomegranate	10' x 6'	4' o.c.	Yes	
<i>Salvia regia</i>	Mountain Sage	5' x 4'	3' o.c.	Yes	
<i>Senna lindheimeriana</i>	Lindheimer Senna	4' x 4'	3' o.c.	Yes	
<i>Teucrium fruticans</i>	Bush Germander	5' x 5'	5' o.c.	Yes	
<i>Viburnum dentatum</i>	Arrowwood	15' x 10'	8' o.c.	Yes	
SMALL SHRUBS					
Evergreen Ground Covers					
<i>Aspidistra elatior</i>	Cast Iron Plant	36" x 24"	24" o.c.	No	
<i>Calypiocarpus vialis</i>	Horseherb	8' ht.	12" o.c.	Yes	
<i>Carex peridentata</i>	Meadow Sedge	18" x 18"	12" o.c.	Yes	
<i>Carex texensis</i>	Texas Sedge	8" x 18"	12" o.c.	Yes	
<i>Carex tumulicola</i>	Berkeley Sedge	12" x 12"	12" o.c.	Yes	
<i>Hypericum calycinum</i>	St. John's Wort	24" x 24"	24" o.c.	Yes	
<i>Liriope gigantea</i>	Giant Liriope	24" ht.	24" o.c.	No	
<i>Liriope muscari</i>	Liriope and varieties	18" ht.	18" o.c.	No	
<i>Ophiopogon japonicus</i>	Monkey Grass	12" ht.	12" o.c.	No	
<i>Oreganum vulgare</i>	Oregano	36" x 36"	36" o.c.	Yes	
<i>Phyla incise</i>	Frogfruit	4" x 1'	12" o.c.	Yes	
<i>Santolina chamaecyparissus</i>	Santolina	12" x 24"	24" o.c.	Yes	
<i>Sedum nuttallianum</i>	Sedum	6" ht.	12" o.c.	Yes	
<i>Setcreasea pallida</i>	Purple Heart	12" ht.	12" o.c.	Yes	Specimen or container use only
GROUND COVERS, ANNUALS AND PERENNIALS					
Deciduous Ground Covers					
<i>Ceratostigma plumbagioides</i>	Leadwort Plumbago	12" ht.	18" o.c.	Yes	
<i>Plumbago auriculata</i>	Blue Plumbago	3' x 5'	36" o.c.	Yes	
Perennials					
<i>Agapanthus africanus</i>	Agapanthus	24" ht.	2' o.c.	No	Specimen or container only
<i>Aquilegia chrysantha</i> x 'Hinkleyana'	Hinkley's Columbine	3' x 2'	12" o.c.	Yes	
<i>Asclepias curassavica</i>	Mexican Butterfly Weed	3' x 1'	12" o.c.	Yes	

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
<i>Asclepias tuberosa</i>	Butterfly Weed	3' x 1'	12" o.c.	Yes	
<i>Bulbine frutescens/caulescens</i>	Bulbine	2' x 2.5'	2' o.c.	Yes	
<i>Caecalpinia pulcherrima</i>	Poinsettiana	6' x 6'	5' o.c.	Yes	Specimen or container only
<i>Clivia spp.</i>	Clivia Lily	4' x 4'	4' o.c.	No	Specimen use only
<i>Chrysanthemum leucanthemum</i>	Oxeye Daisy	3' x 3'	3' o.c.	Yes	
<i>Cuphea hyssopifolia</i>	Mexican Heather	2' x 2'	2' o.c.	Yes	
<i>Cuphea micropetala</i>	Cigar Plant	4' x 3'	3' o.c.	Yes	
<i>Dalea greggii</i>	Gregg Dalea	1' x 3'	36" o.c.	No	
<i>Diets spp.</i>	Butterfly Iris	4' x 3'	36" o.c.	Yes	
<i>Eupatorium wrightii</i>	White Mistflower	2' x 2'	24" o.c.	Yes	
<i>Hamelia patens</i>	Firebush	2.5' x 3'	36" o.c.	No	
<i>Helianthus maximiliana</i>	Maximilian Sunflower	6' ht.	36" o.c.	Yes	
<i>Hemerocallis spp.</i>	Daylilies	3' ht.	24" o.c.	Yes	
<i>Hibiscus carophyllus</i>	Heartleaf Hibiscus	12" x 12"	12" o.c.	Yes	
<i>Ipomoea fistulosa/leptophylla</i>	Bush Morning Glory	7' x 7'	6' o.c.	Yes	
<i>Iris albicans</i>	Bearded Iris	1' x 3'	36" o.c.	Yes	
<i>Iris spp.</i>	Iris	2'-5' ht.	24" o.c.	Yes	
<i>Justicia brandegeana</i>	Shrimp Plant	3' x 4'	24" o.c.	Yes	
<i>Justicia spicigera</i>	Mexican Honeysuckle	2' x 4'	36" o.c.	Yes	
<i>Lantana x hybrida</i>	Lantana	2' x 4'	36" o.c.	Yes	
<i>Linum pratense</i>	Meadow Flax	18" x 12"	18" o.c.	Yes	
<i>Lisianthus russelianus</i>	Texas Bluebells	12" x 12"	12" o.c.	Yes	
<i>Lobelia cardinalis</i>	Cardinal Flower	3' x 2'	24" o.c.	Yes	
<i>Nepeta x fassenii 'Six Hills Giant'</i>	Catmint	4' x 3'	36" o.c.	Yes	
<i>Penstemon baccharifolius</i>	Rock Penstemon	1.5' x 1'	12" o.c.	Yes	
<i>Penstemon tenuis</i>	Gulf Coast Penstemon	1.5' x 1'	12" o.c.	Yes	
<i>Penstemon triflorus</i>	Scarlet Penstemon	2' x 1.5'	18" o.c.	Yes	
<i>Perovskia atriplicifolia</i>	Russian Sage	3' x 3'	36" o.c.	Yes	
<i>Phlomis fruticosa</i>	Jerusalem Sage	3' x 3'	36" o.c.	Yes	
<i>Phlox paniculata</i>	Garden Phlox	3' x 2'	36" o.c.	Yes	
<i>Plumbago auriculata</i>	Plumbago	2' x 3'	36" o.c.	Yes	
<i>Poliomintha longiflora</i>	Mexican Oregano	3' x 3'	36" o.c.	Yes	
<i>Salvia farinacea</i>	Mealy Blue Sage	2' x 1.5'	18" o.c.	Yes	
<i>Salvia guaranitica</i>	Majestic Sage	4' x 5'	48" o.c.	Yes	
<i>Salvia x 'Indigo Spires'</i>	Indigo Spine Salvia	3' x 5'	48" o.c.	Yes	
<i>Scutellaria suffrutescens</i>	Pink Skullcap	1' x 2'	24" o.c.	Yes	
<i>Stachys byzantine</i>	Lamb's Ear	2' x 4'	36" o.c.	Yes	
<i>Tagetes lucida</i>	Mexican Mint Marigold	2' x 3'	36" o.c.	Yes	
<i>Tradescantia x Andersoniana</i>	Spiderwort	2' x 2'	24" o.c.	Yes	
<i>Verbena peruviana</i>	Peruvian Verbena	1' x 2'	18" o.c.	Yes	
<i>Verbena tenuisactum</i>	Moss Verbena	1' x 2'	18" o.c.	Yes	
VINES					
Evergreen Vines					
<i>Ficus pumila</i>	Fig Vine	20'	NA	Yes	
<i>Rosa banksiae</i>	Lady Banksia Rose	20' ht.	NA	Yes	
<i>Trachelospermum asiaticum</i>	Asian Jasmine	1'-6'	NA	Yes	
<i>Trachelospermum jasminoides</i>	Confederate Jasmine	10'-15'	NA	Yes	
Deciduous Vines					
<i>Antigonon leptopus</i>	Coral Vine/Rose of Montana	NA	NA	Yes	
<i>Bougainvillea spp.</i>	Bougainvillea	NA	NA	Yes	Specimen or

Botanical Names	Common Name	Ht. x Spd.	Min. Size & Spacing Req.	Drought Tolerant	Comments
					container use only
<i>Campsis radicans</i>	Trumpet Vine	NA	NA	Yes	
<i>Clematis</i> spp.	Clematis	NA	NA	Yes	
<i>Ipomoea quamoclit</i>	Cypress Vine		NA	Yes	
<i>Parthenocissus tricuspidata</i> 'Veitchii'	Boston Ivy		NA	Yes	
<i>Vitis mustangensis</i>	Mustang Grape	10'	NA	Yes	
GRASSES					
Ornamental Grasses					
<i>Andropogon gerardii</i>	Big Bluestem	5' x 3'	36" o.c.	Yes	
<i>Andropogon glomeratus</i>	Bushy Bluestem	4' x 2'	36" o.c.	Yes	
<i>Bambusa</i> spp.	Bamboo	6' x 6'		No	Clumping varieties only
<i>Cortaderia selloana</i> 'Pumila'	Dwarf Pampas Grass	4' x 4'	48" o.c.	Yes	
<i>Elymus canadensis</i>	Wild Rye	5' x 4'	48" o.c.	Yes	
<i>Muhlenbergia dumosa</i>	Bamboo Muhly	5' x 4'	48" o.c.	Yes	
<i>Pennisetum alopecuroides</i>	Fountain Grass	3' x 3'	36" o.c.	Yes	
<i>Pennisetum</i>	Purple Fountain Grass	3' x 3'	36" o.c.	Yes	
Turf Grasses					
<i>Cynodon</i> spp., Tif 419	Bermuda hybrid	Sod		Yes	
<i>Cynodon</i> spp., Sahara	Bermuda hybrid	See or sod		Yes	
<i>Zoysia japonica</i>	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)

<i>The following list of plants do not meet the design intent for the Texas native landscape character or are inappropriate for on site conditions.</i>	
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
	Topianes

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 04 2015 01:17 PM

FEE: \$ 178.00 **2015031273**

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: 

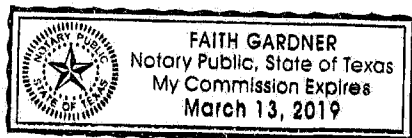
Shaun Cranston, Senior Vice President

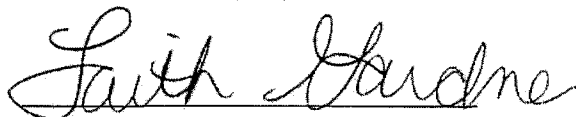
THE STATE OF TEXAS §

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]




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]



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.

EXHIBIT A

June 2014

Residential Districts

Zoning Guide

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) *	Group Home Class I—General (c) *
College and University Facilities (c) *	Group Home Class I—Limited *
Communication Service Facilities *	Local Utility Services (c)
Community Events *	Private Primary Educational Services (c) *
Community Recreation—Public (c) *	Private Secondary Educational Services (c) *
Community Recreation—Private (c) *	Public Primary Educational Services *
Cultural Services (c)	Public Secondary Educational Services *
Day Care Services—Commercial (c)	Religious Assembly
Day Care Services—General (c)	Safety Services (c)
Day Care Services—Limited	Telecommunication Tower (PC) *
Family Home *	

Commercial

Special Use—Historic (c) *

Agricultural

Community Garden
Urban Farm *



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 22 2015 12:12 PM

FEE: \$ 54.00 **2015097525**

AFTER RECORDING RETURN TO:



Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com



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.



**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 & Sealer. 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: [Signature]
CHAD MATTHEW CFO

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this 14 day of October, 2015, by Chad Matheson, Chief Financial Officer, ~~Shaun Cranston, Senior Vice President~~ of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public, State of Texas

(seal)



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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

October 14 2015 01:53 PM

FEE: \$ 42.00 2015165024

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 RESIDENTIALDESIGN GUIDELINES[Section 1C]

Adopted by:

CARMA EASTON LLC, a Texas limited liability company

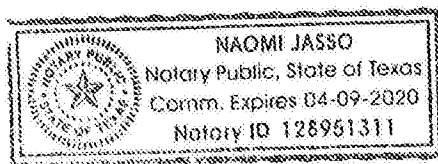
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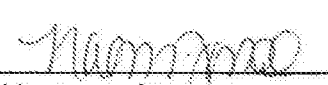
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 COUNTY OF TRAVIS §

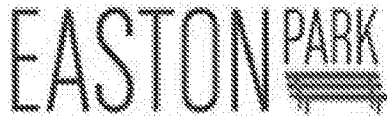
This instrument was acknowledged before me on this 14 day of September, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]




 Notary Public, State of Texas

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").



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 Easton 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 addition 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.

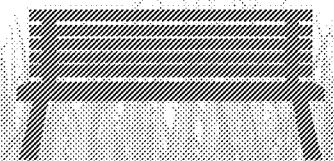
As such, it is imperative that the community achieves a diverse mix of architecture using various styles, building materials, paint colors, landscaping, fencing, and other architectural elements to execute on this vision.

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.

The footer of the document features a decorative horizontal band with a halftone texture. On the left side of this band, the words "EASTON PARK" are printed in a bold, sans-serif font. On the right side, there is a stylized graphic of a park bench, also rendered in a halftone pattern.

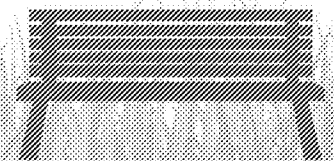
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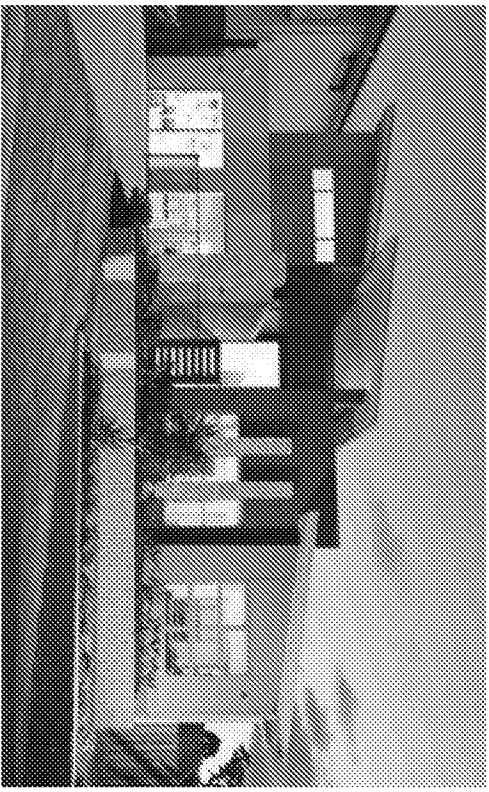
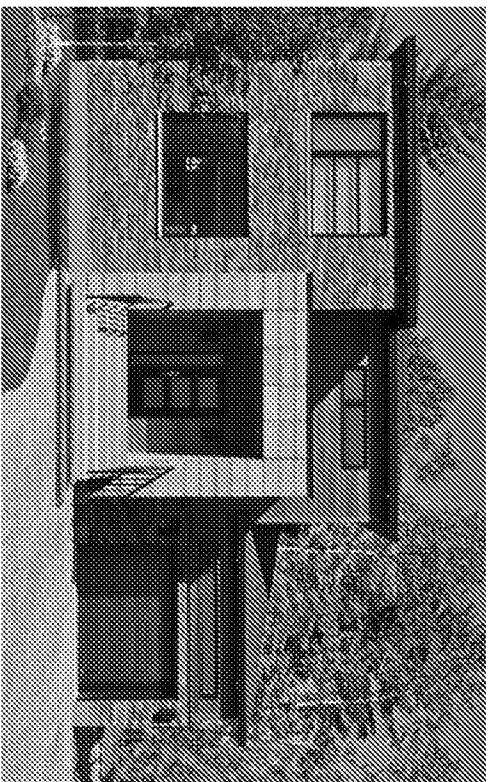
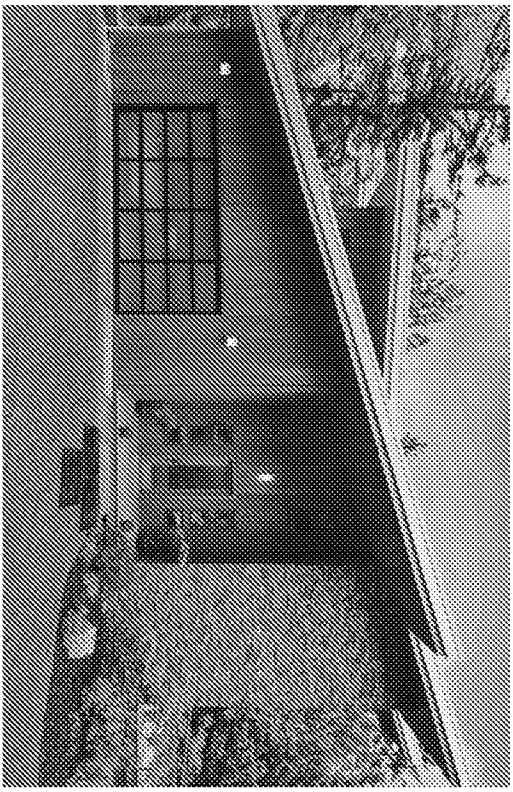
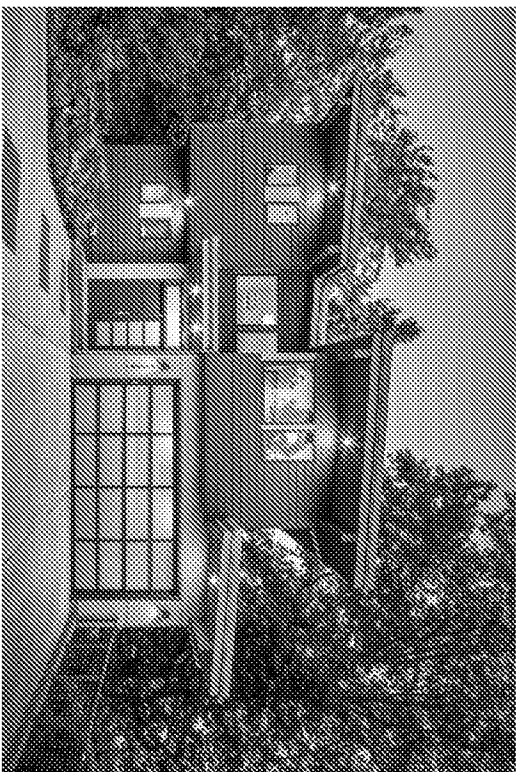
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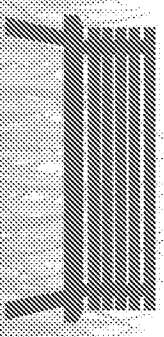
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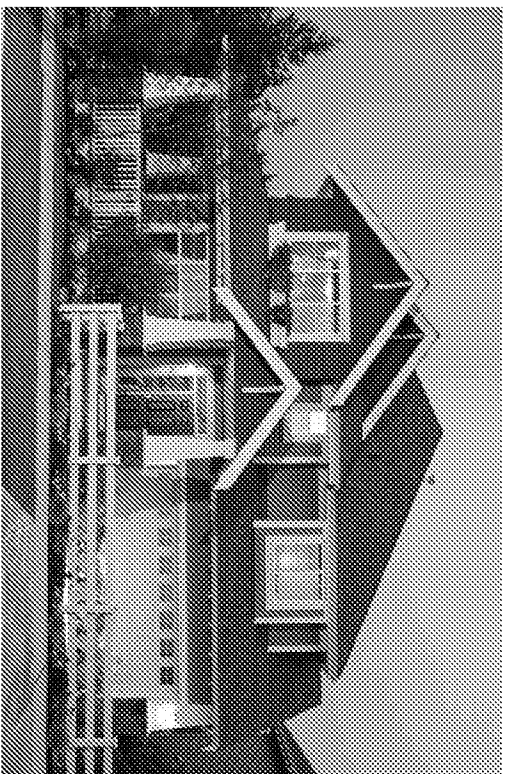
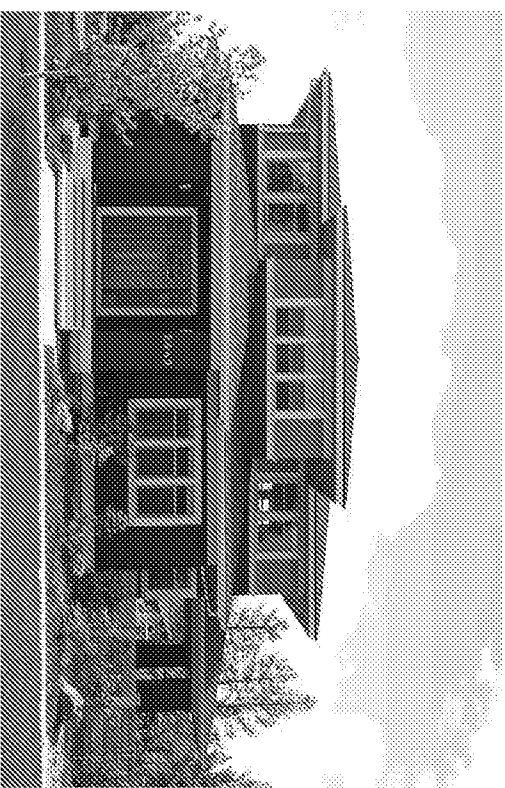
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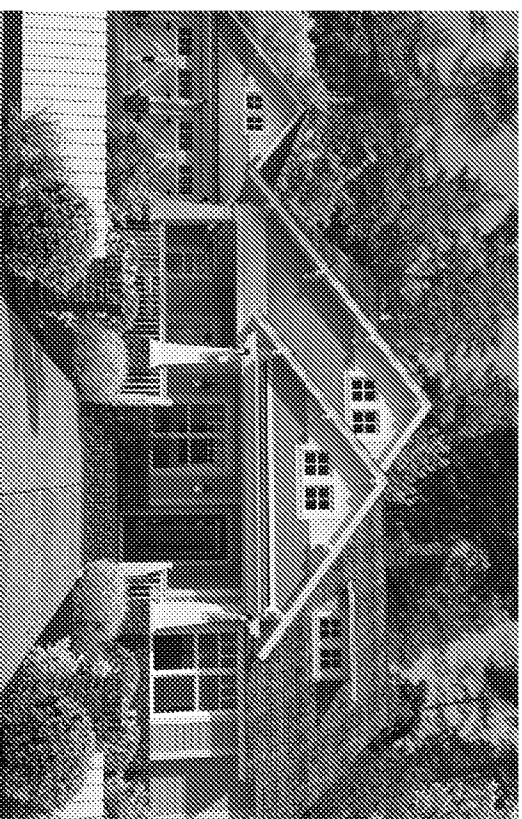
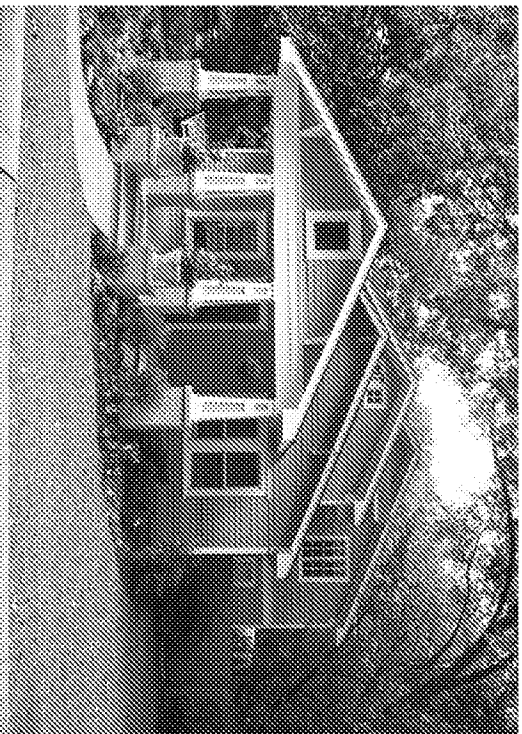
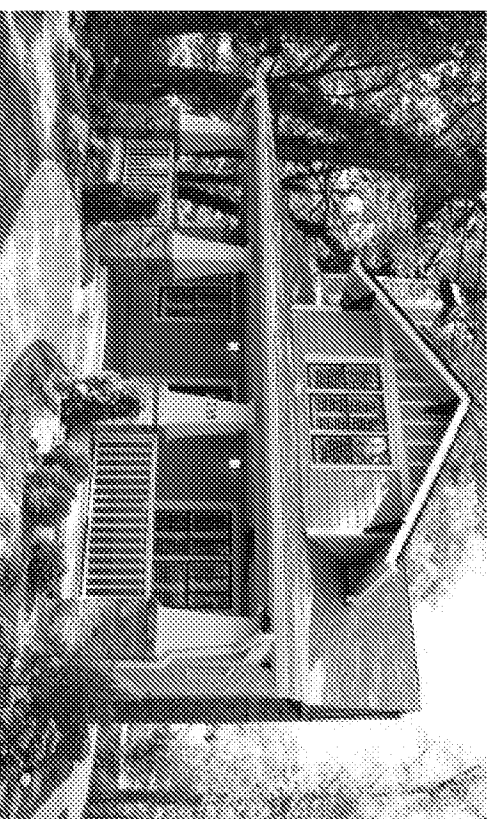
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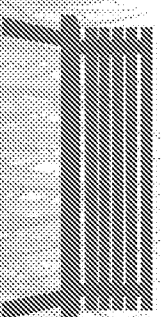
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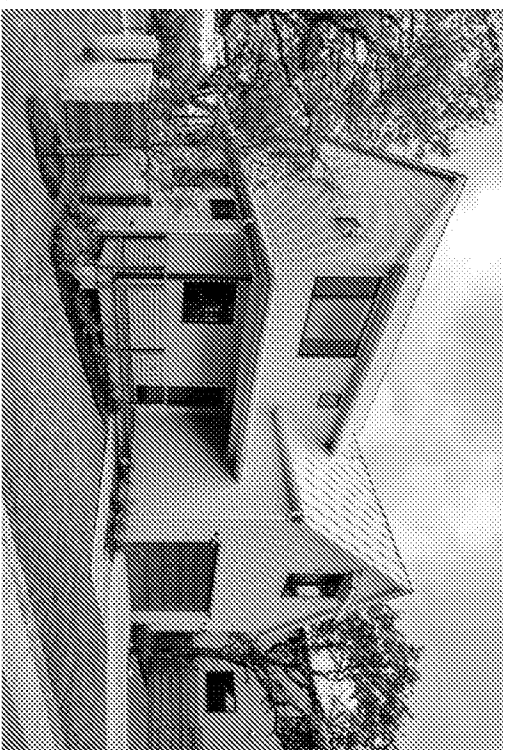
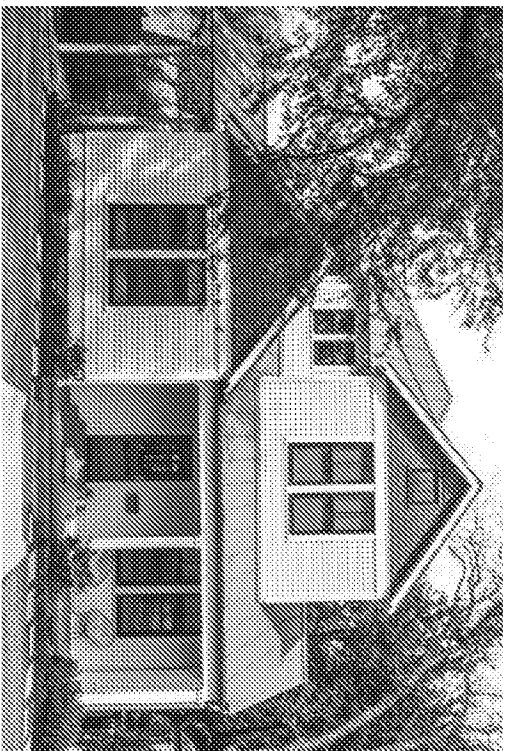
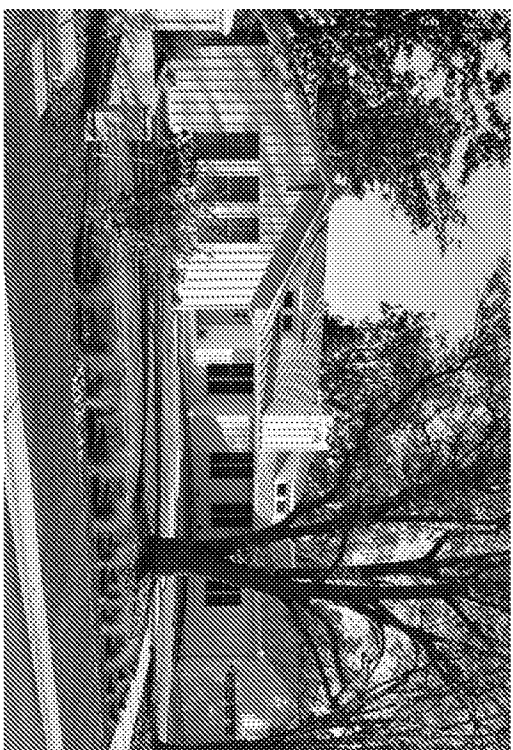
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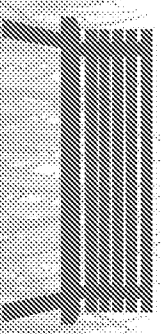
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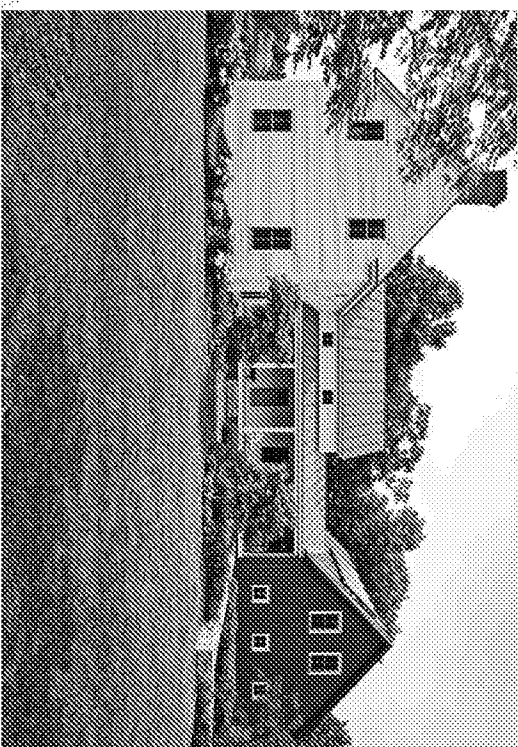
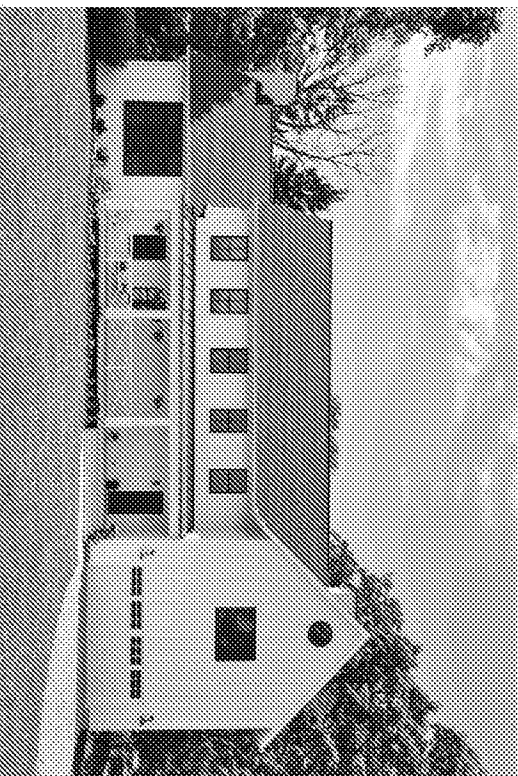
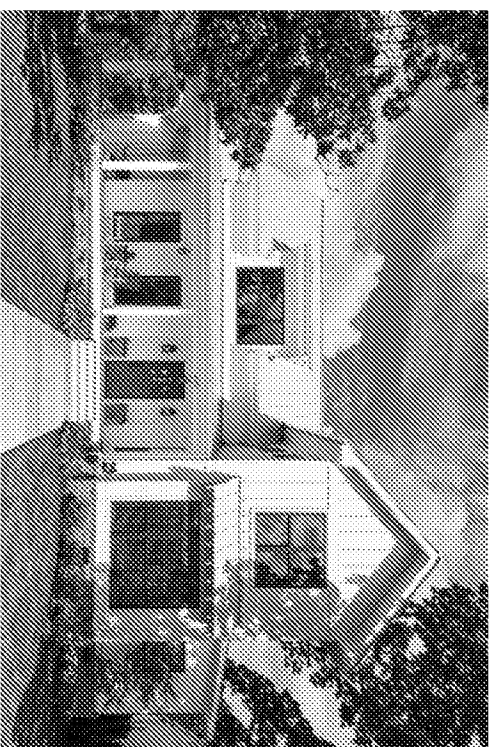
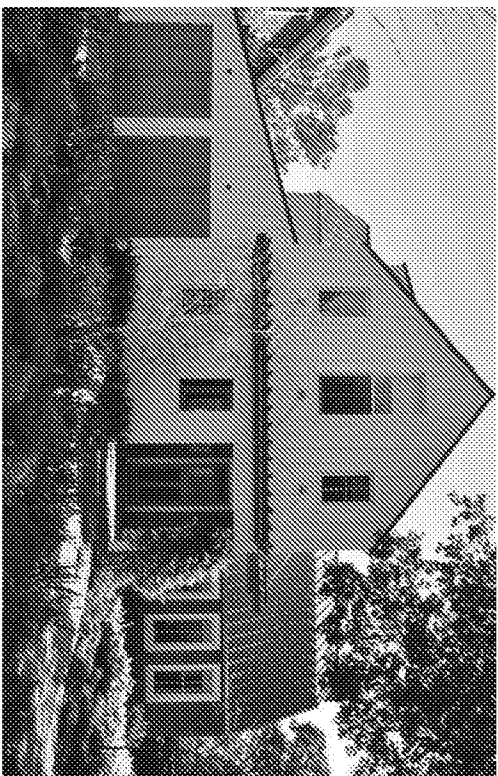
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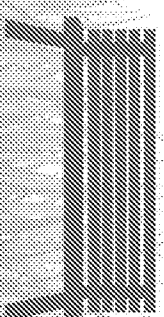
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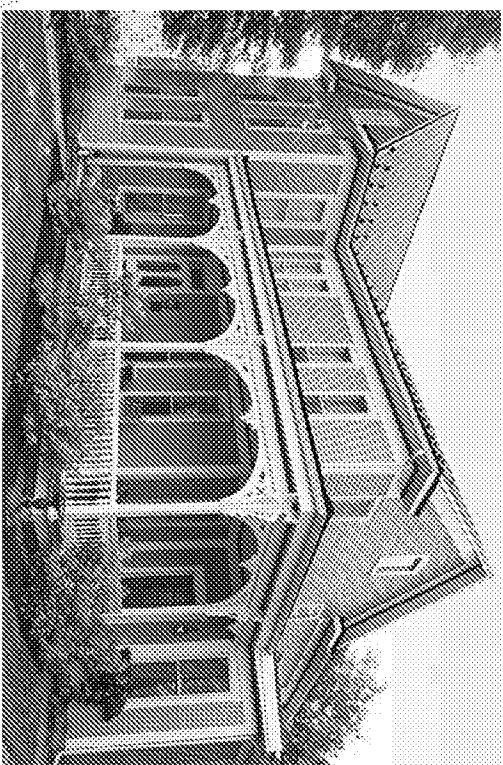
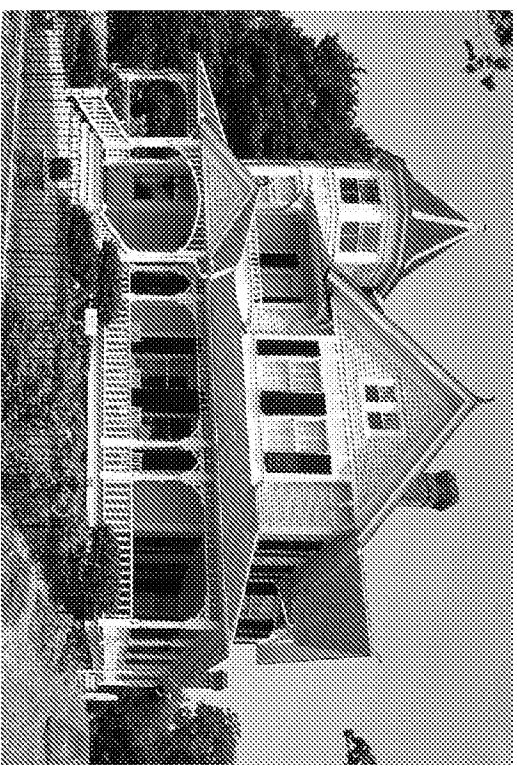
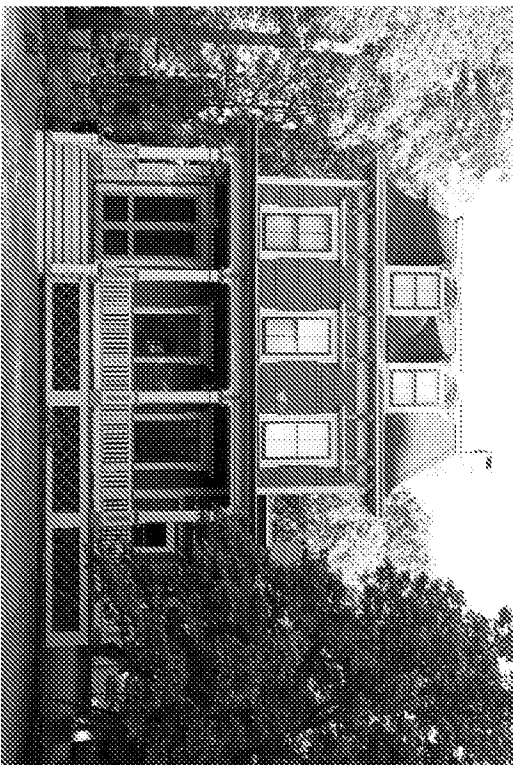
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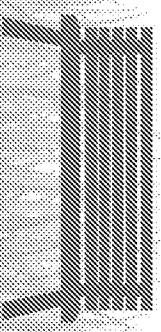
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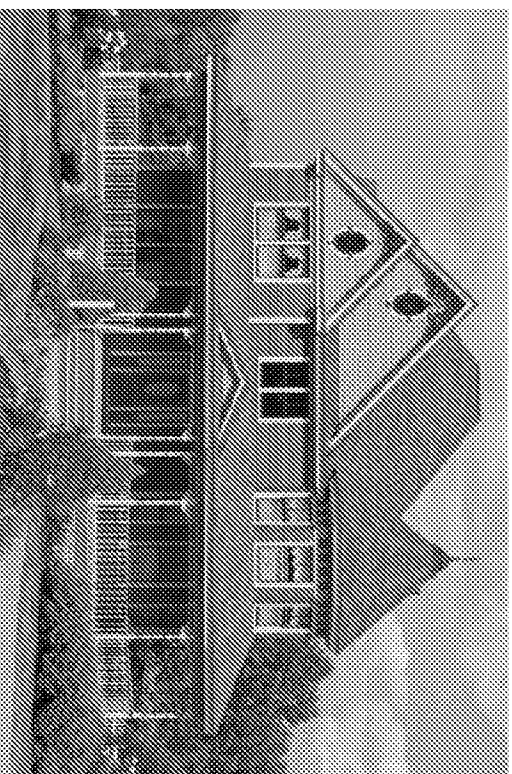
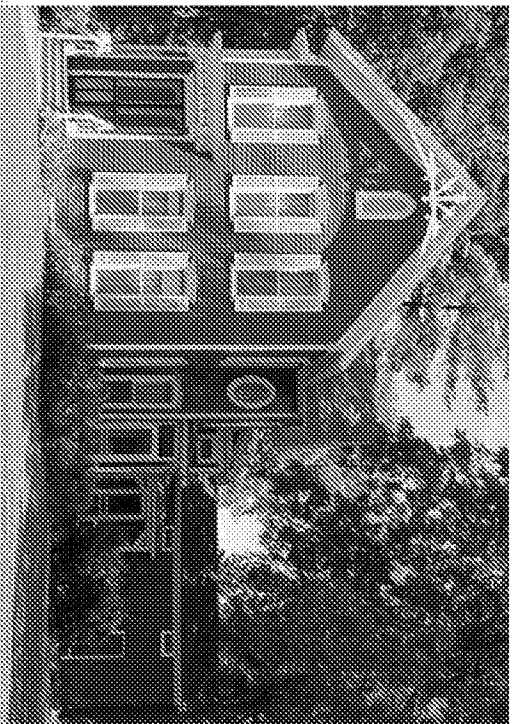
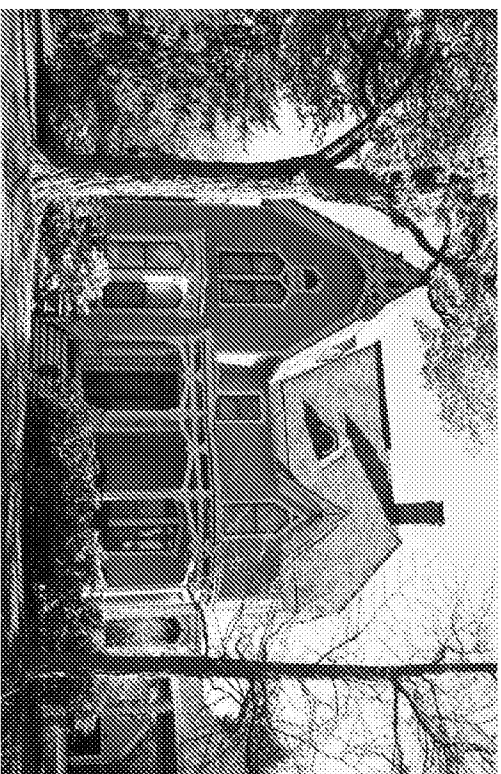
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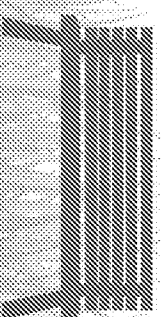
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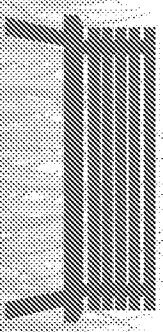
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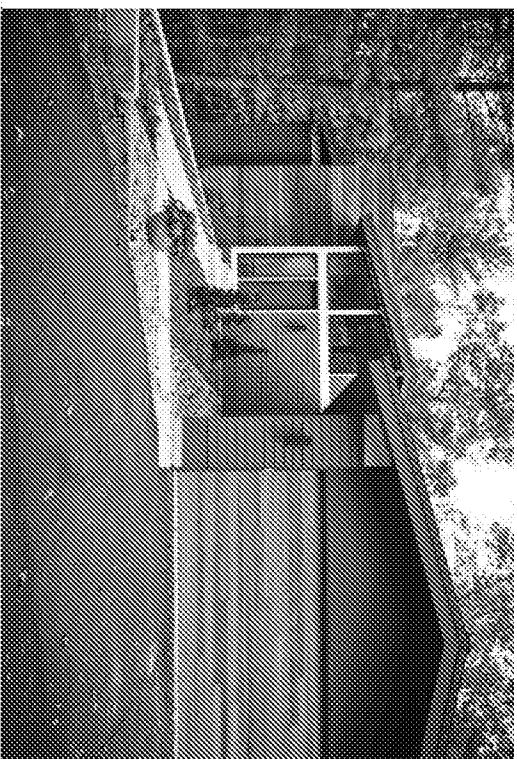
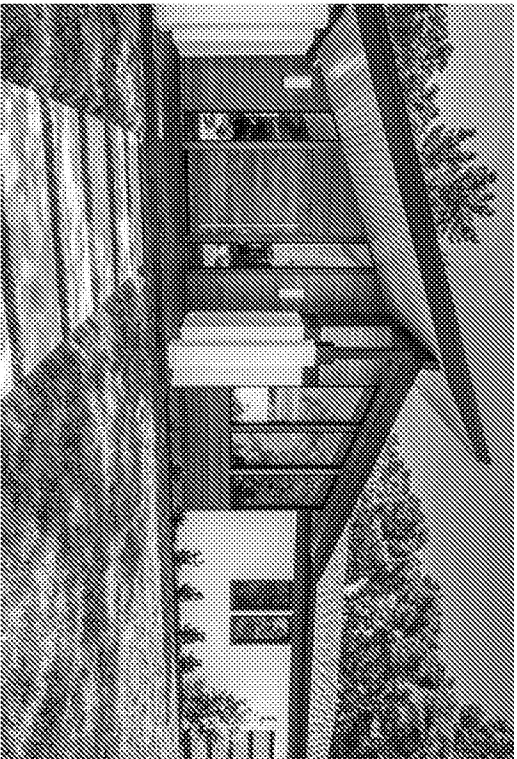
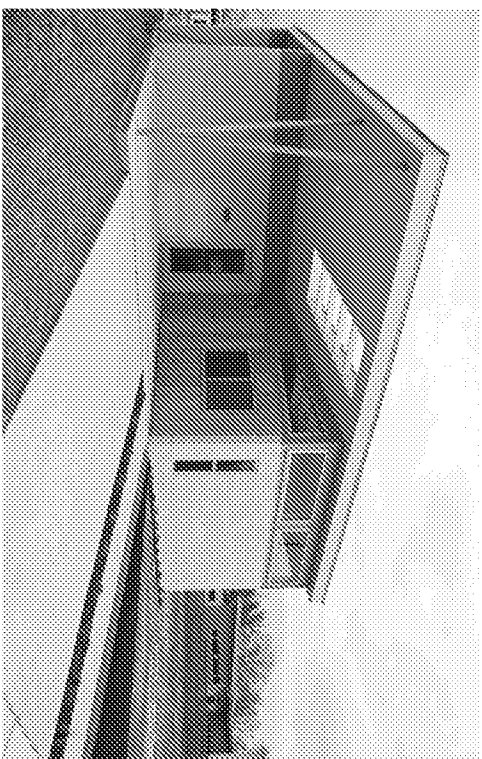
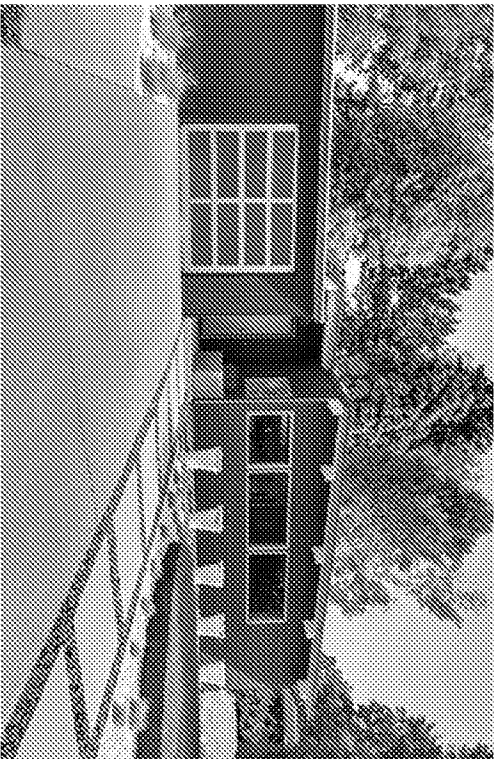
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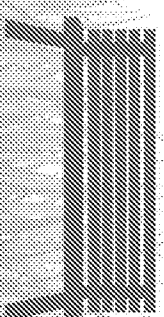
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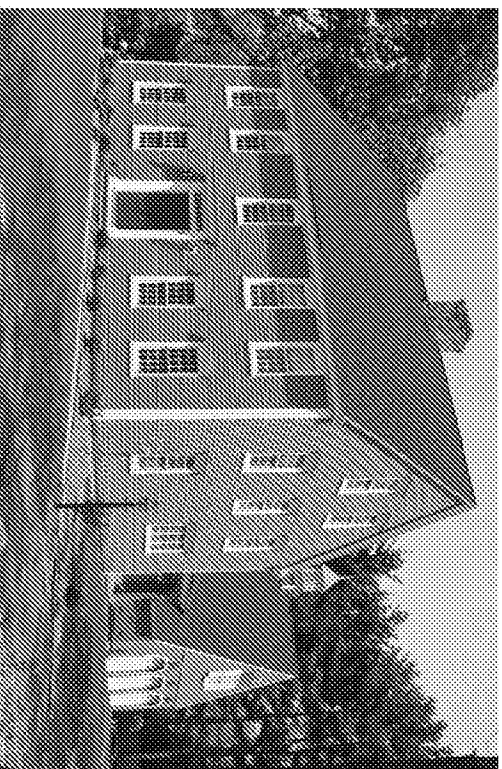
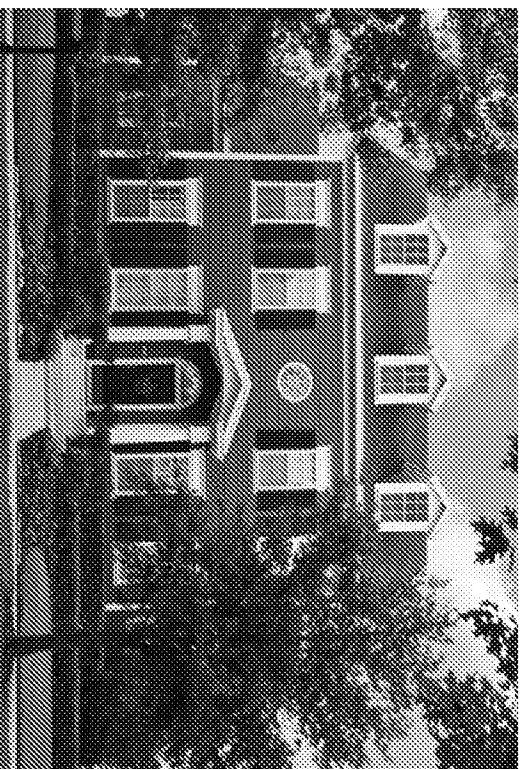
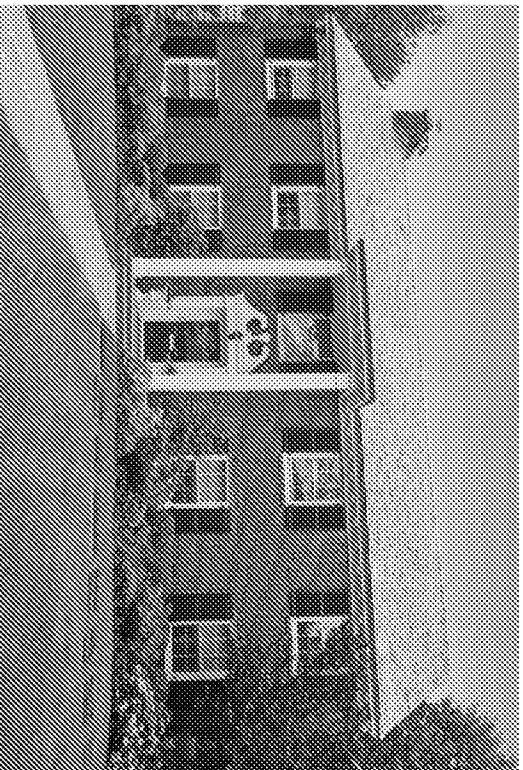
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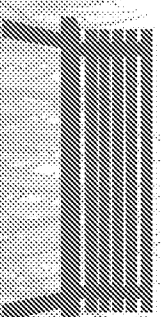
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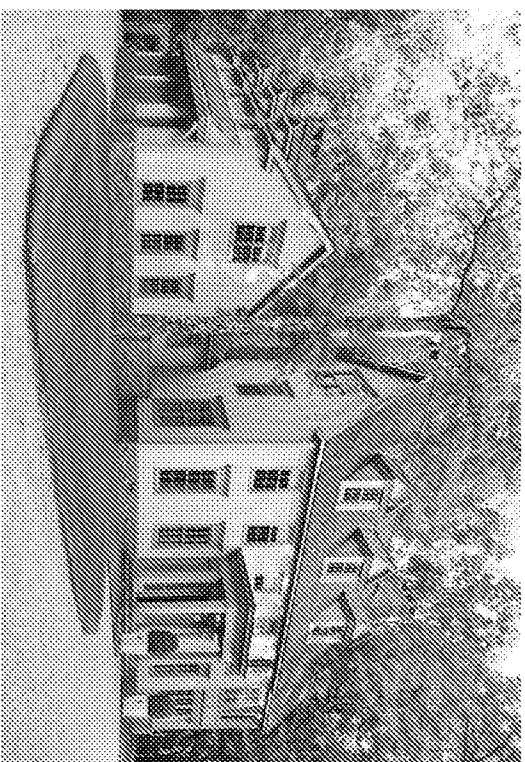
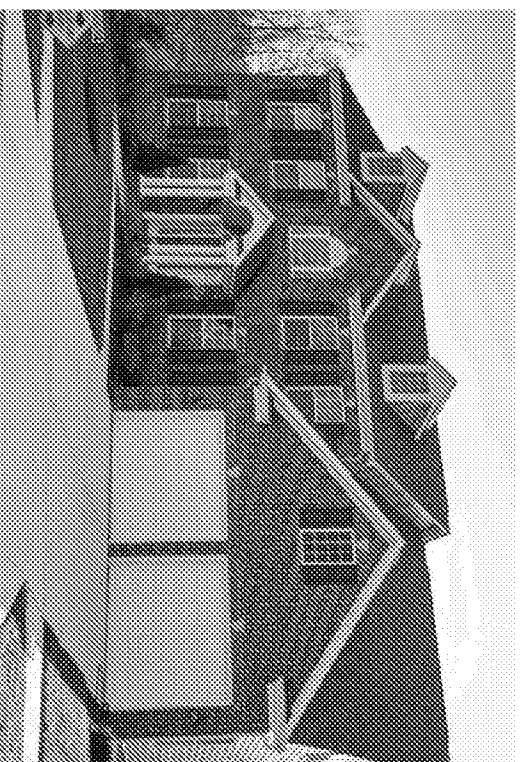
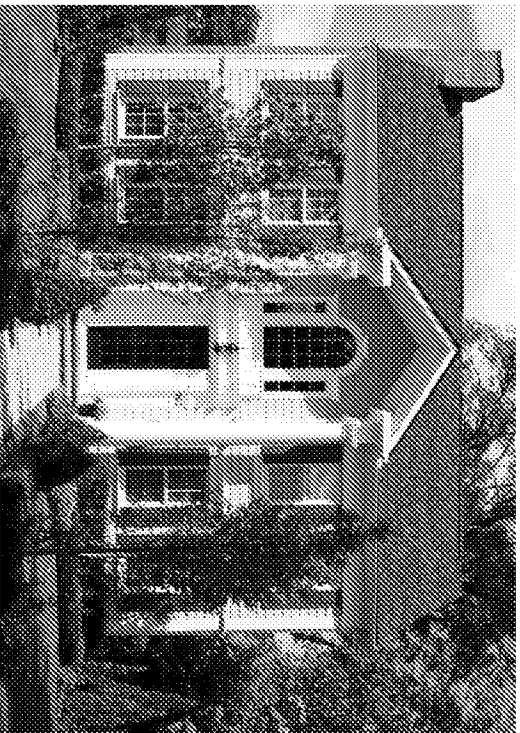
COLONIAL TRADITIONAL ARCHITECTURE



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COLONIAL TRADITIONAL ARCHITECTURE



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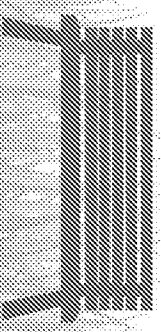


EXHIBIT "B"
EASTON PARK
FINAL PLAN APPLICATION

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

September 12 2016 11:42 AM

FEE: \$ 118.00 **2016150807**

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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Feb 04, 2021 03:49 PM Fee: \$426.00

2021025980

Electronically Recorded



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.



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

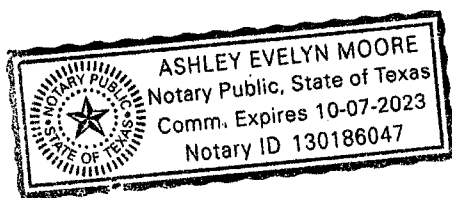
THE STATE OF TEXAS §

§

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)



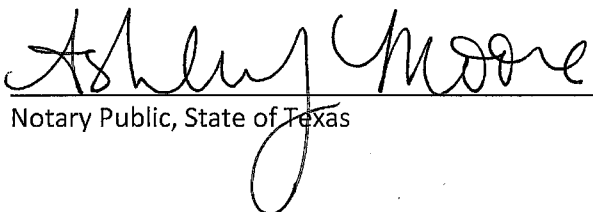

Notary Public, State of Texas

EXHIBIT A

KIEKE PARK GUIDELINES

The following pages encompass the Kieke Park Guidelines.

EASTON PARK

Residential Development Guidelines



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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 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 table 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 palettes 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 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-IA).

(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				
LOT WIDTH(S)	TREES		HARDY SHRUBS	
	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				
LOT WIDTH(S)	TREES		HARDY SHRUBS	
	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 eave 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 and 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.

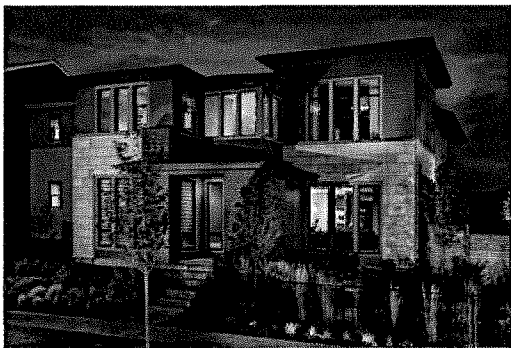
The Victorian Era marked the explosion of creative options and the emergence of intricate, daring forms and techniques available to the homeowner as never before.

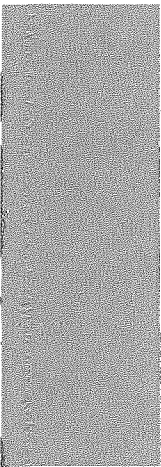
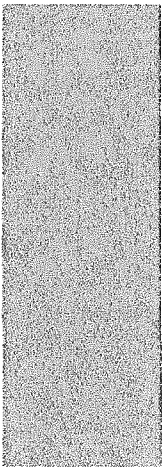
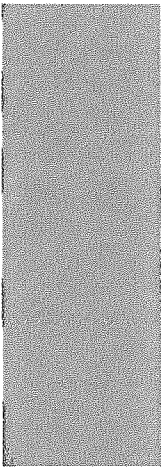
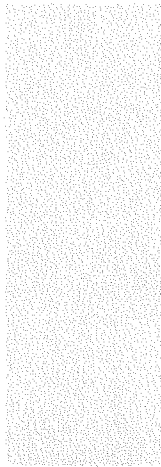
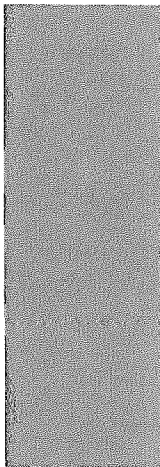















The combination of exposed trusses, brackets, spindles, scrollwork, and many other details are what create such a unique character for the Victorian style home.



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.

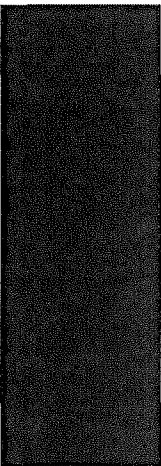
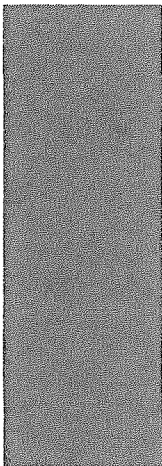
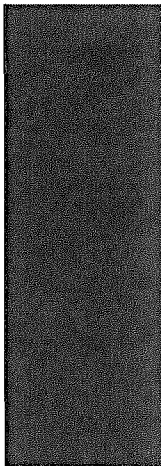
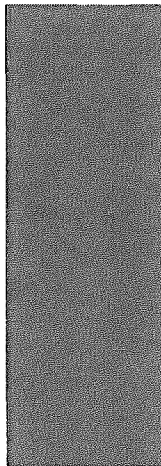
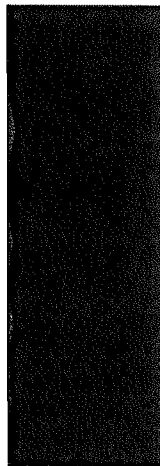










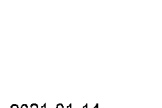




Modern / Contemporary - Color Palette



					
BODY					
TRIM					
ACCENT					

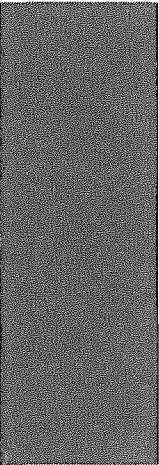
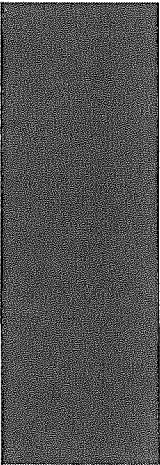
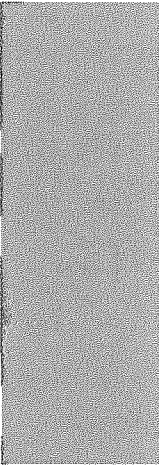
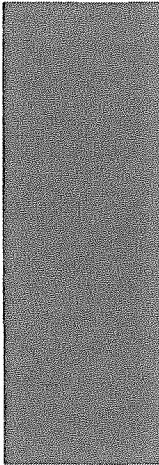
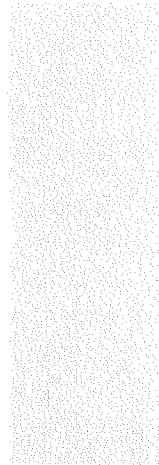
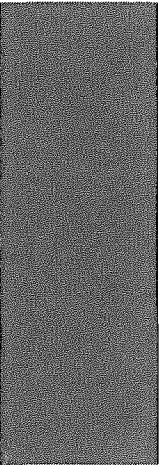
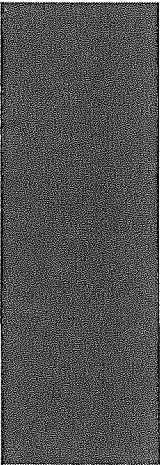
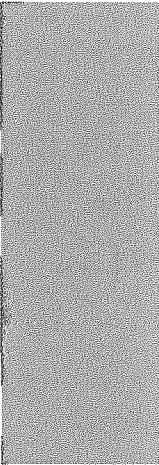
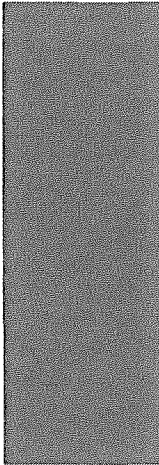
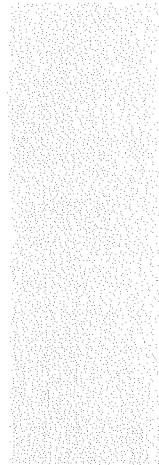

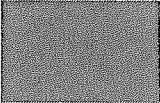








Craftsman - Color Palette



					
BODY					
TRIM					
ACCENT					

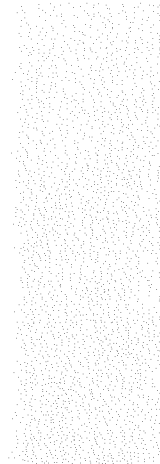
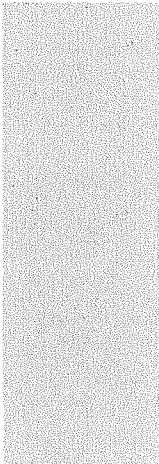

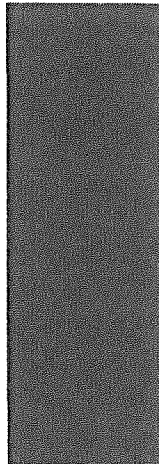
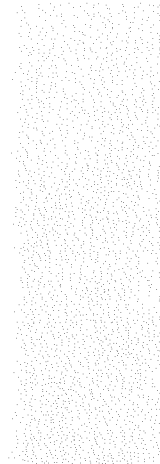
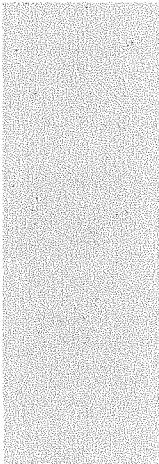

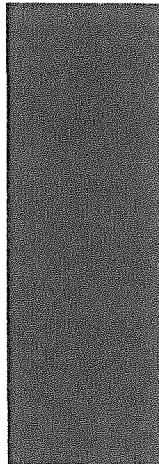




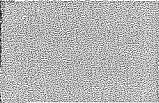



Mid-Centry Modern - Color Palette



					
BODY					
TRIM					
ACCENT					

Modern Farmhouse - Color Palette



				
BODY				
TRIM				
ACCENT				



Modern Prairie - Color Palette

BODY					
TRIM					
ACCENT					



Texas Vernacular - Color Palette


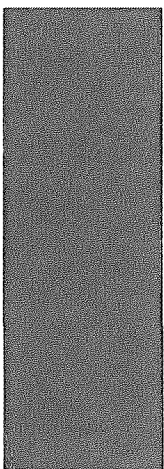

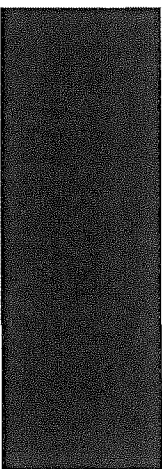

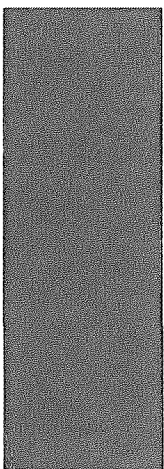

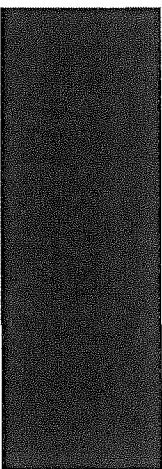









BODY					
TRIM					
ACCENT					
STONE					

COLOR SCHEME EXAMPLES (BY ARCHITECTURAL STYLE)

A13

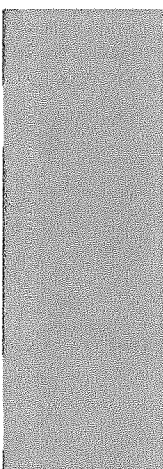
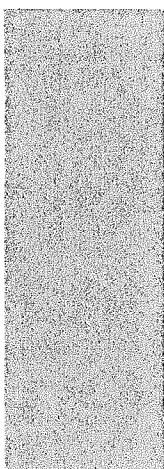
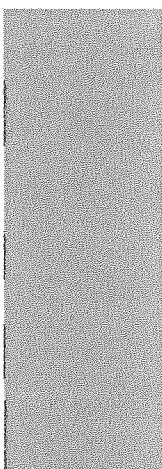
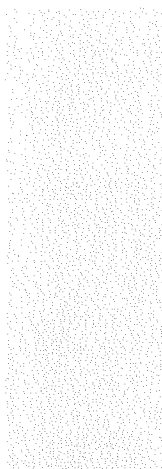
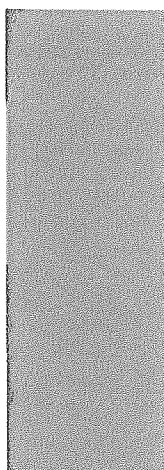
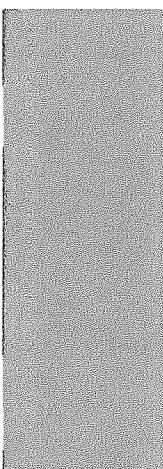
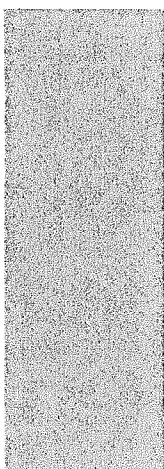
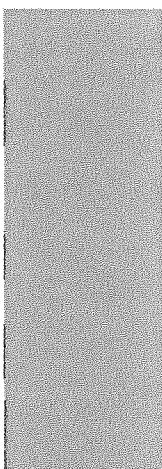
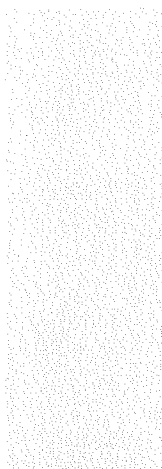
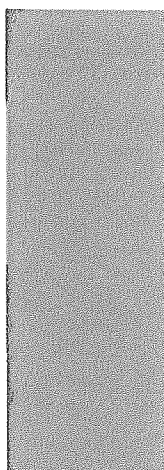










Traditional - Color Palette



					
BODY					
TRIM					
ACCENT					

Transitional - Color Palette



					
BODY					
TRIM					
ACCENT					



Victorian - Color Palette

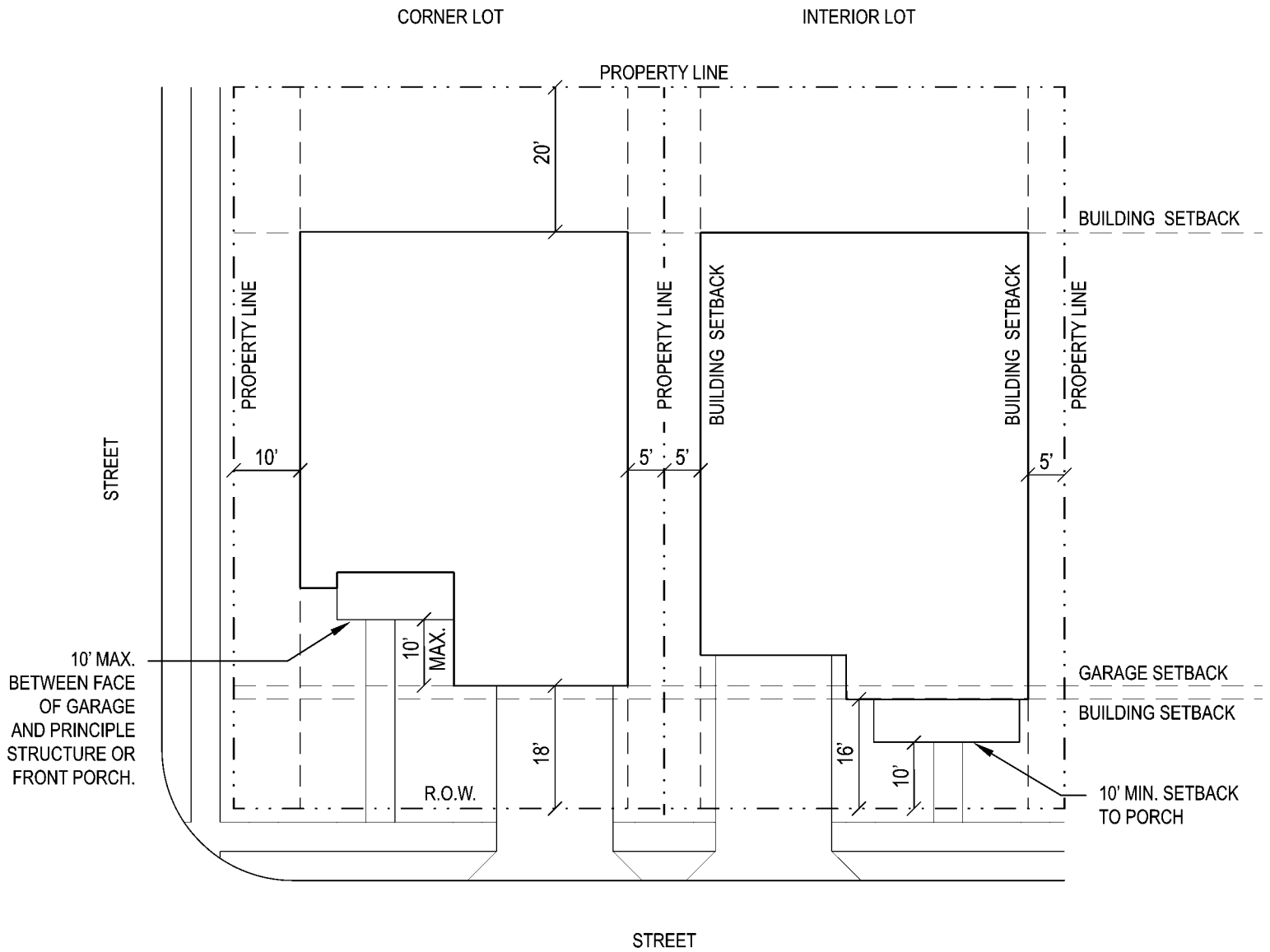
BODY				
TRIM				
ACCENT				



Urban Yard Home

SETBACKS - GARAGE FORWARD - TYPICAL

SCALE: NTS

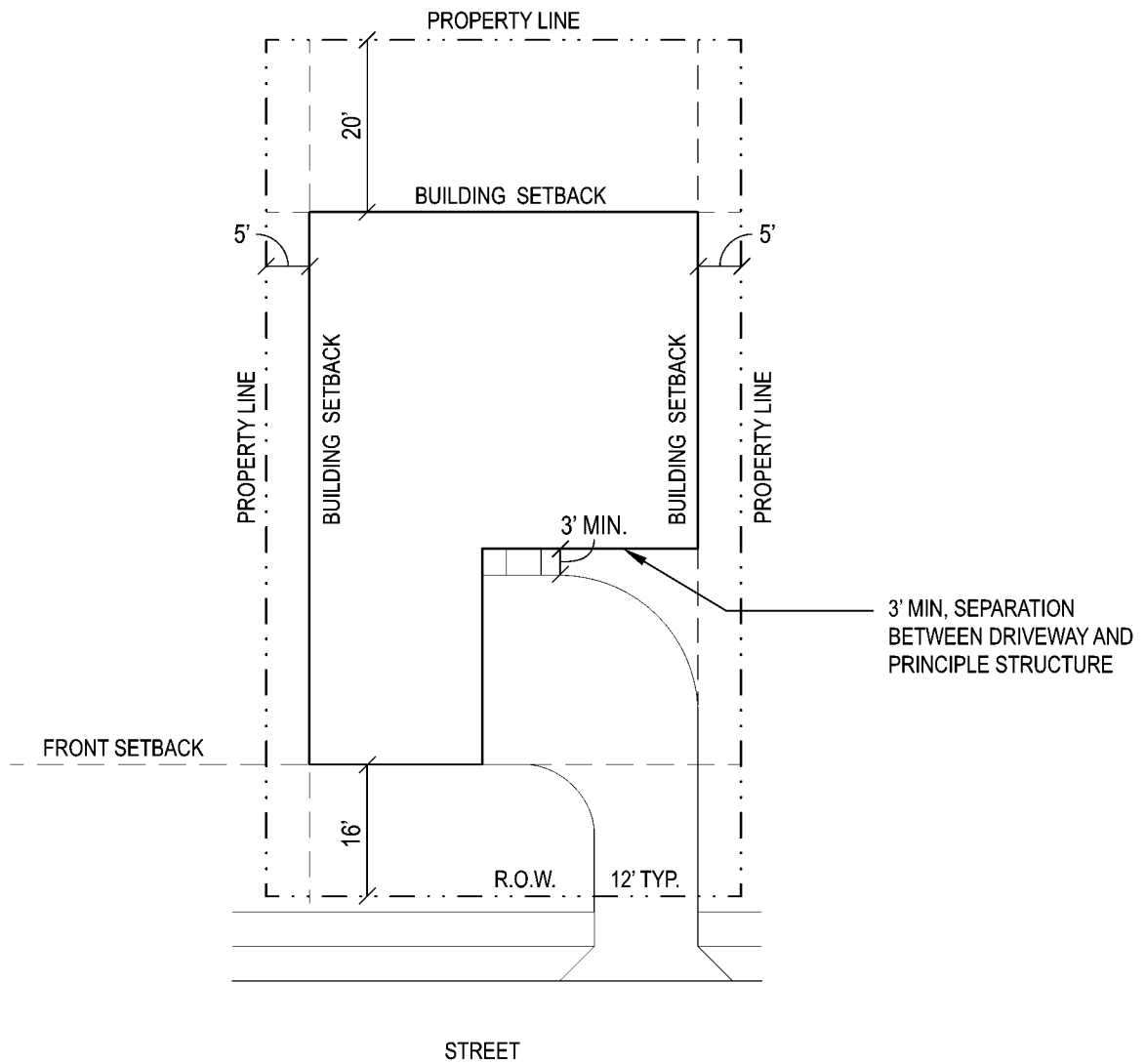




Urban Yard Home

SETBACKS - GARAGE FORWARD - SWING-IN CONFIGURATION

SCALE: NTS

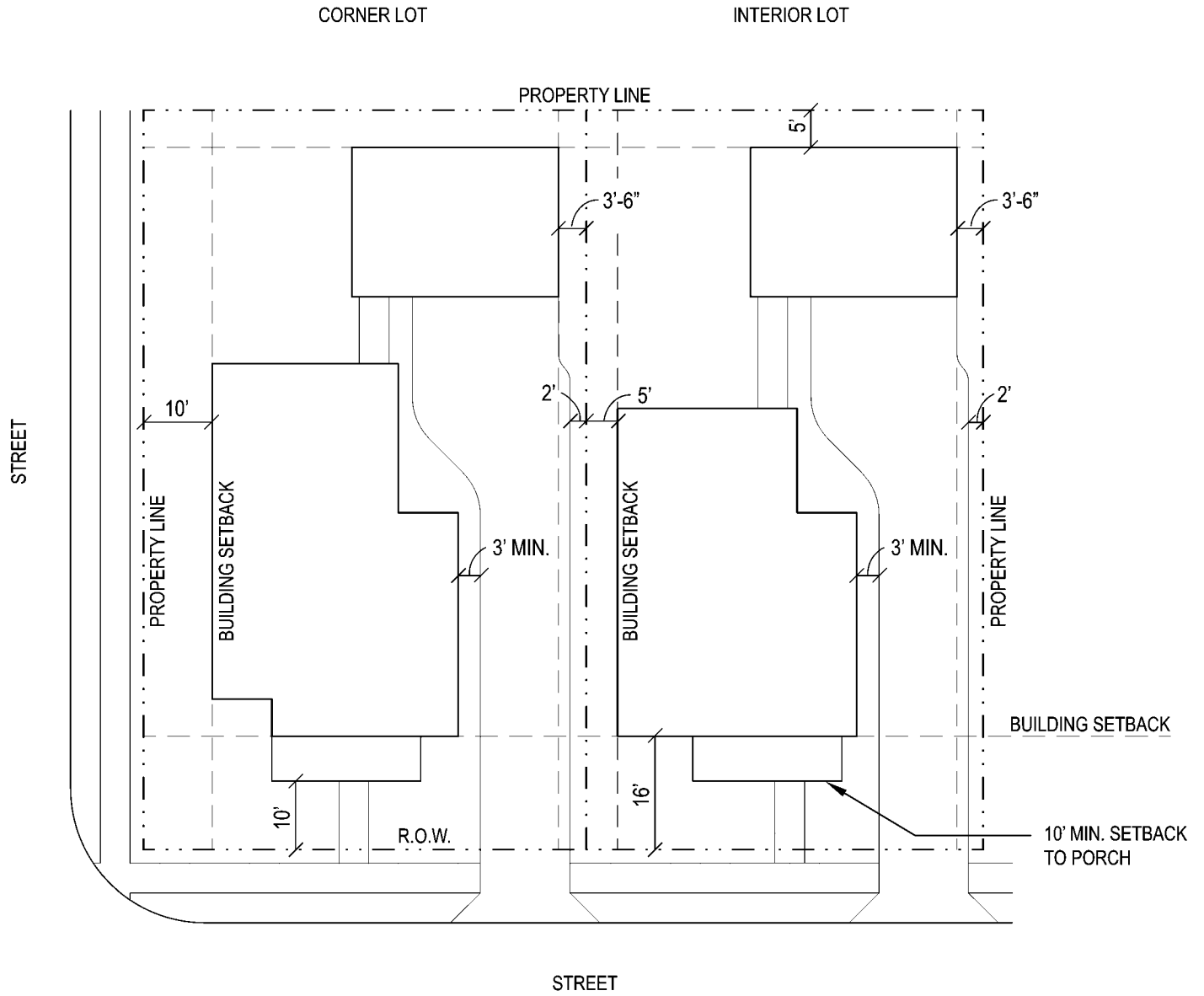




Urban Yard Home

SETBACKS - GARAGE BACK - PULL-BY CONFIGURATION

SCALE: NTS

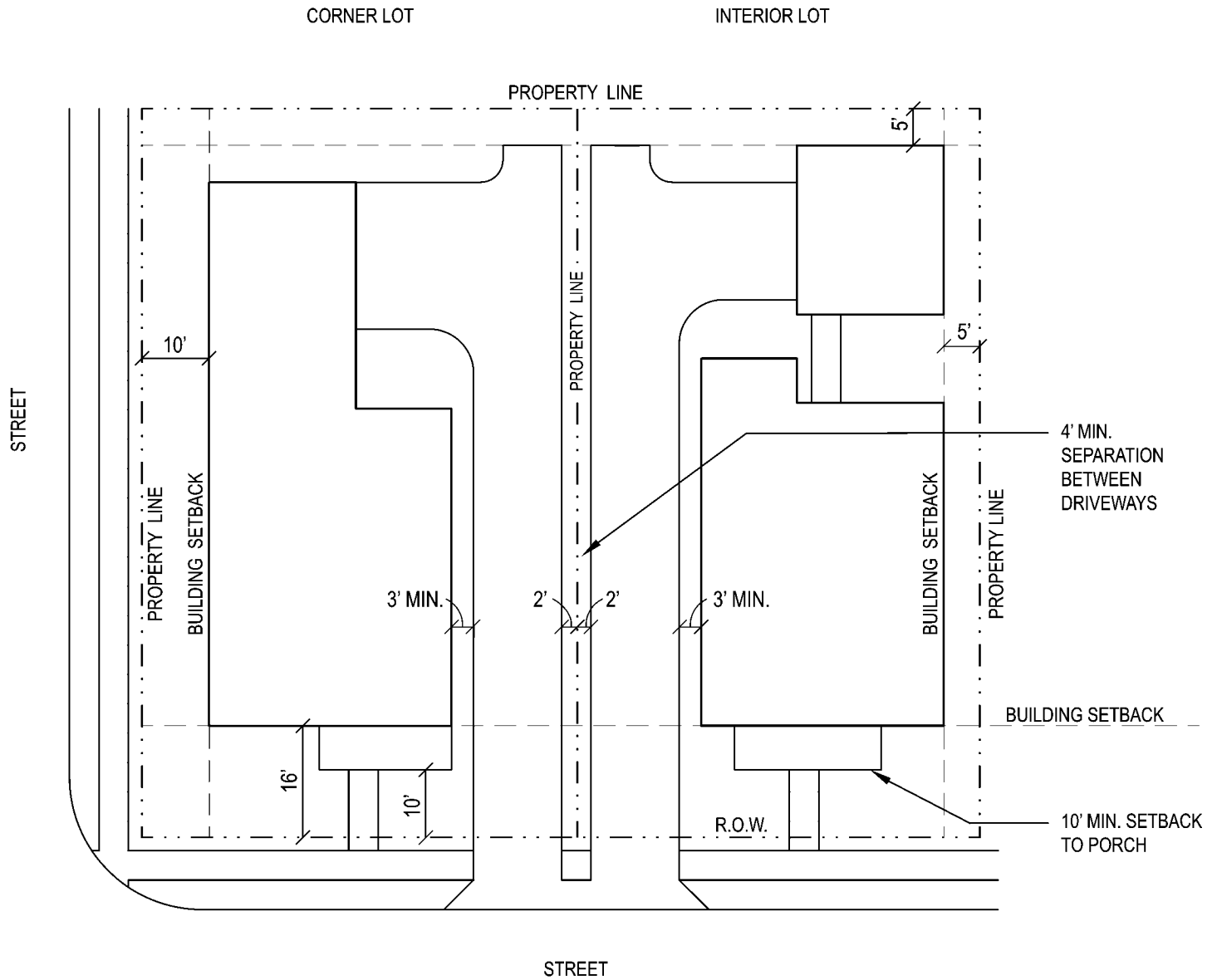




Urban Yard Home

SETBACKS - GARAGE BACK - SIDE ENTRY CONFIGURATION

SCALE: NTS

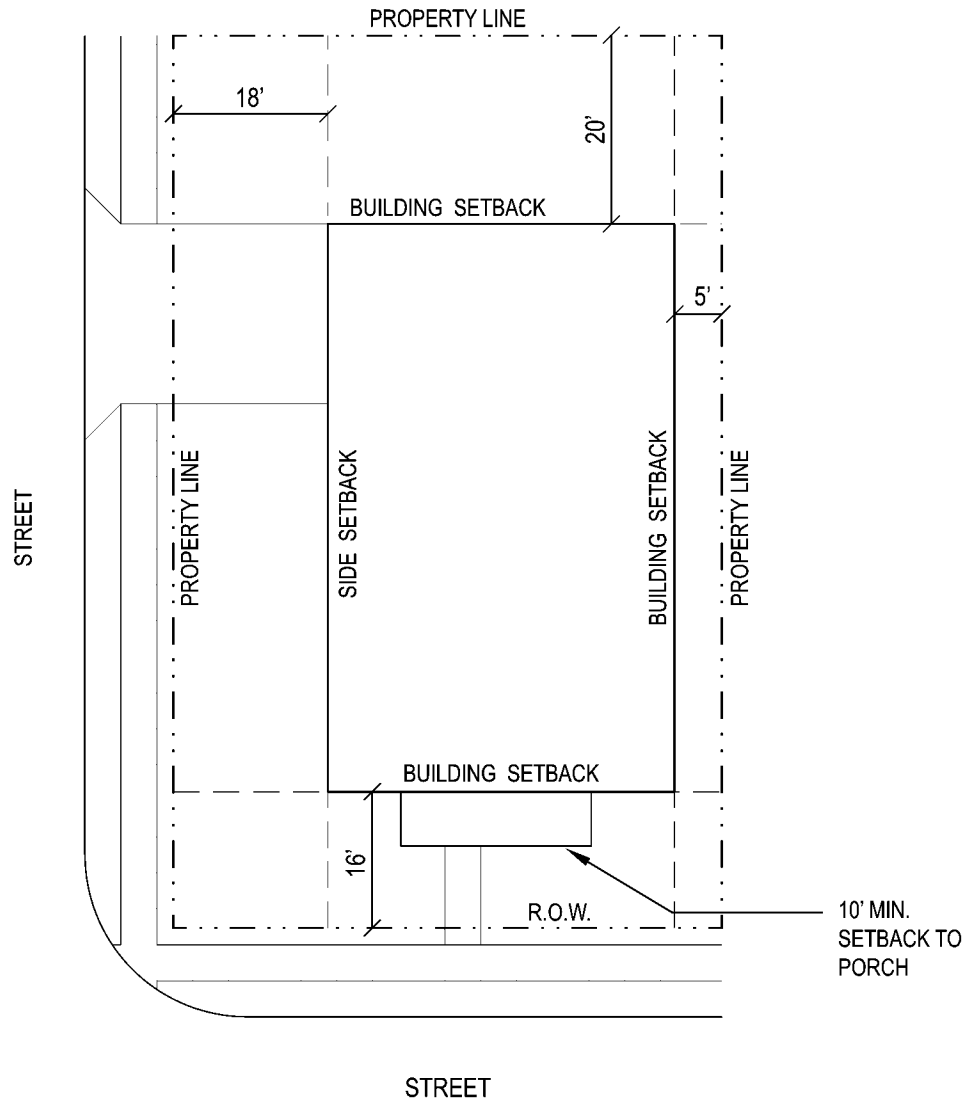




Urban Yard Home

SETBACKS - GARAGE BACK - SIDE ENTRY (CORNER LOT) CONFIGURATION

SCALE: NTS

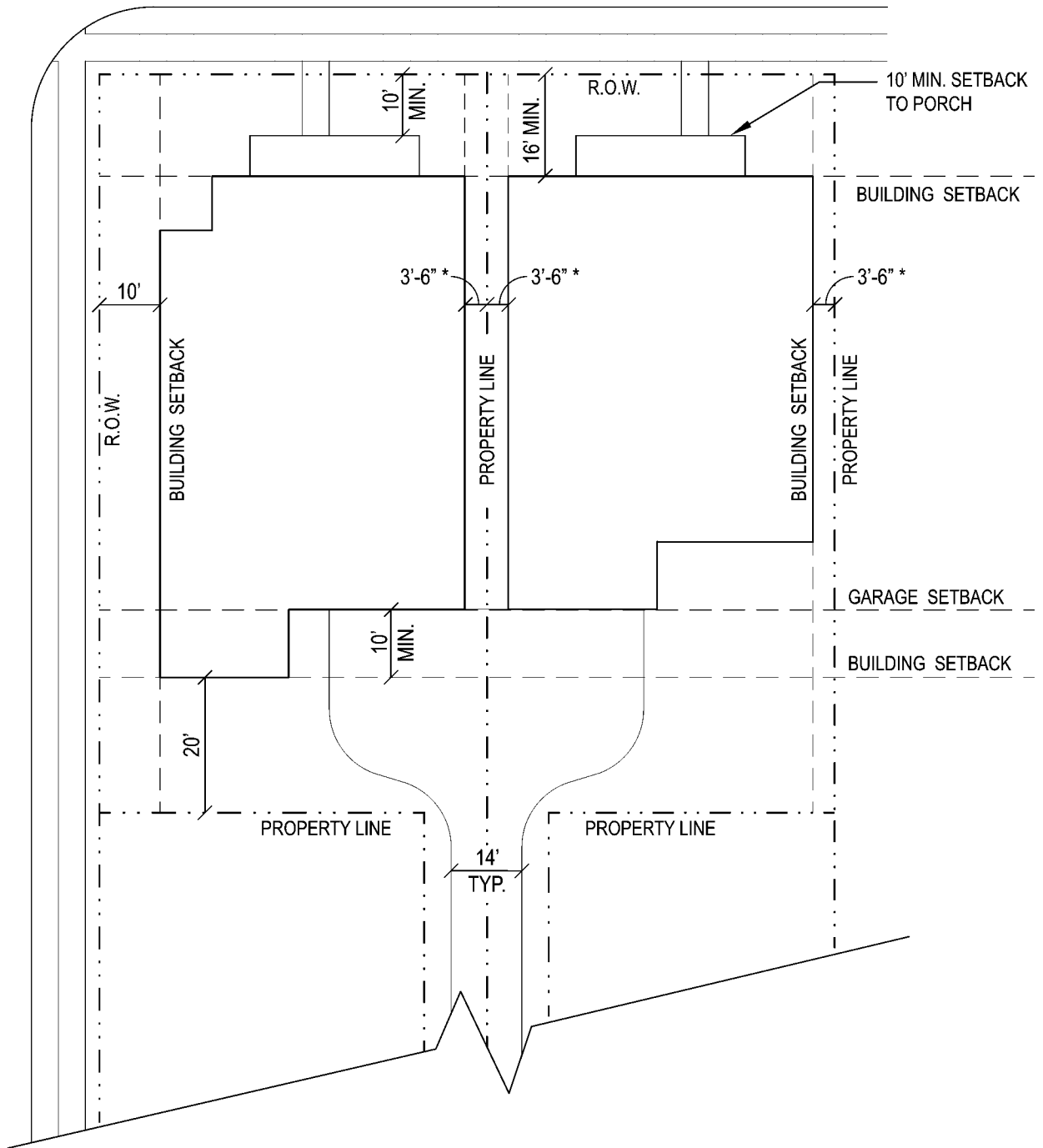




Motor Court Home

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:

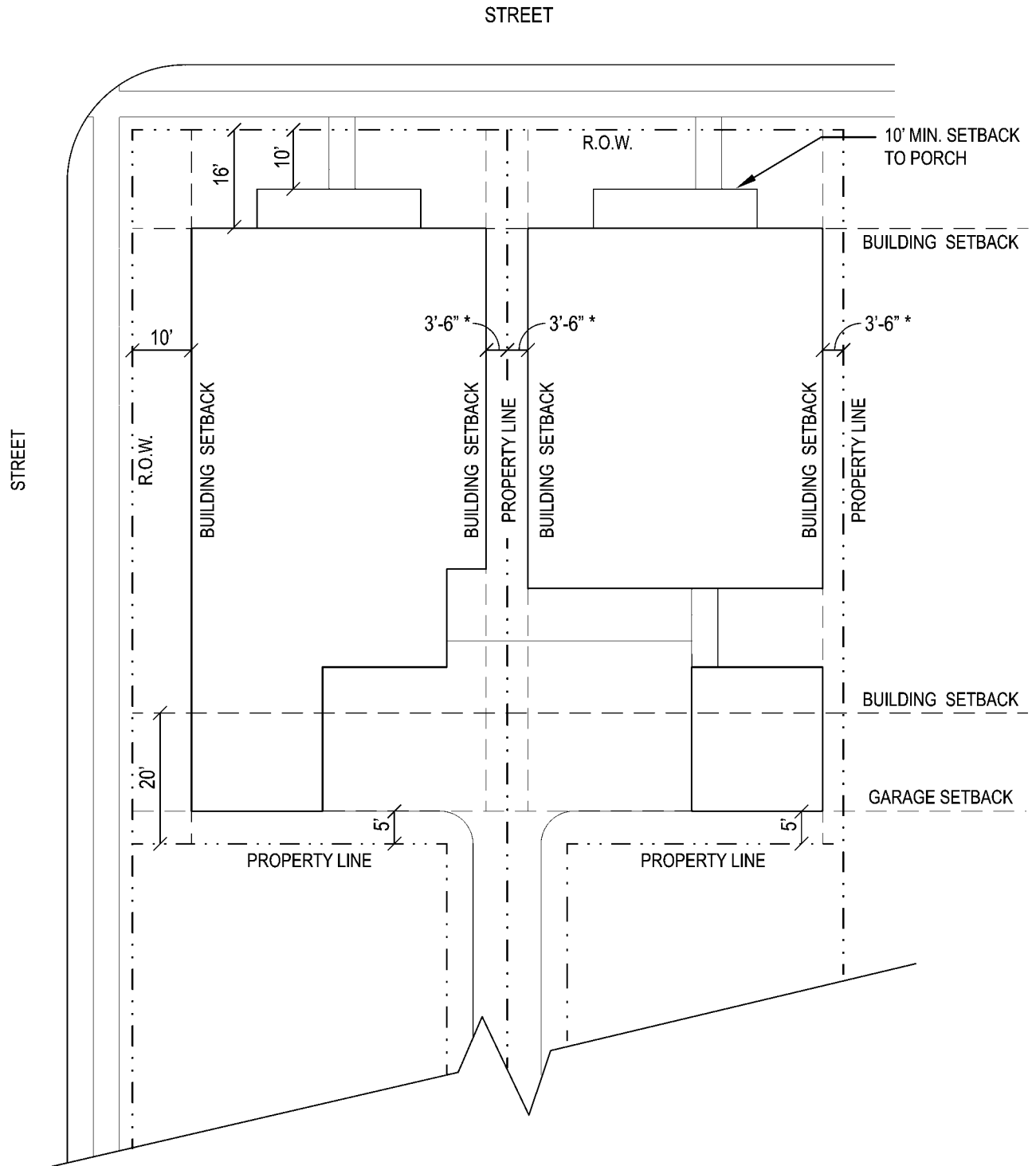
1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.



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:

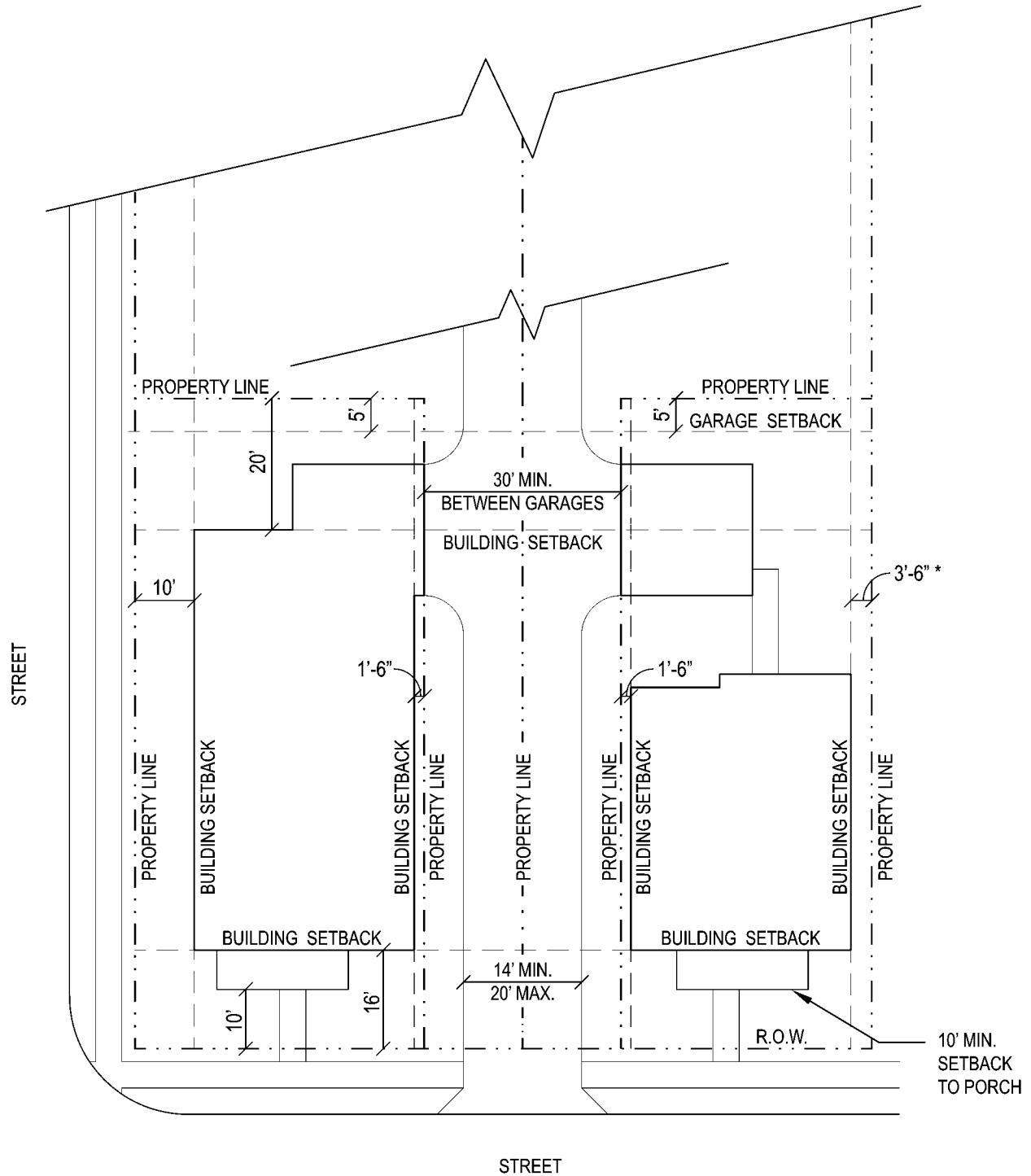
1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.



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:

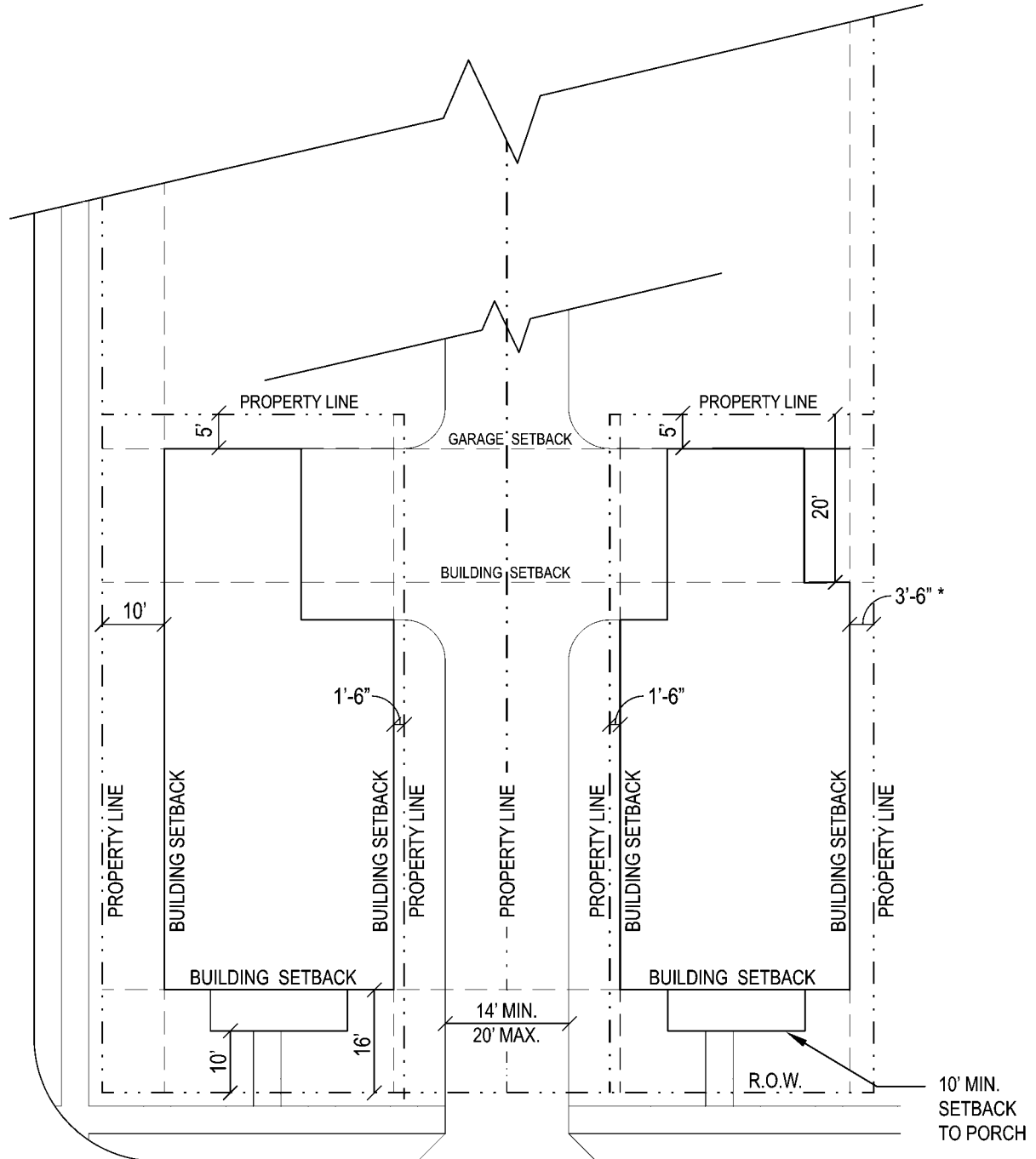
1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.



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:

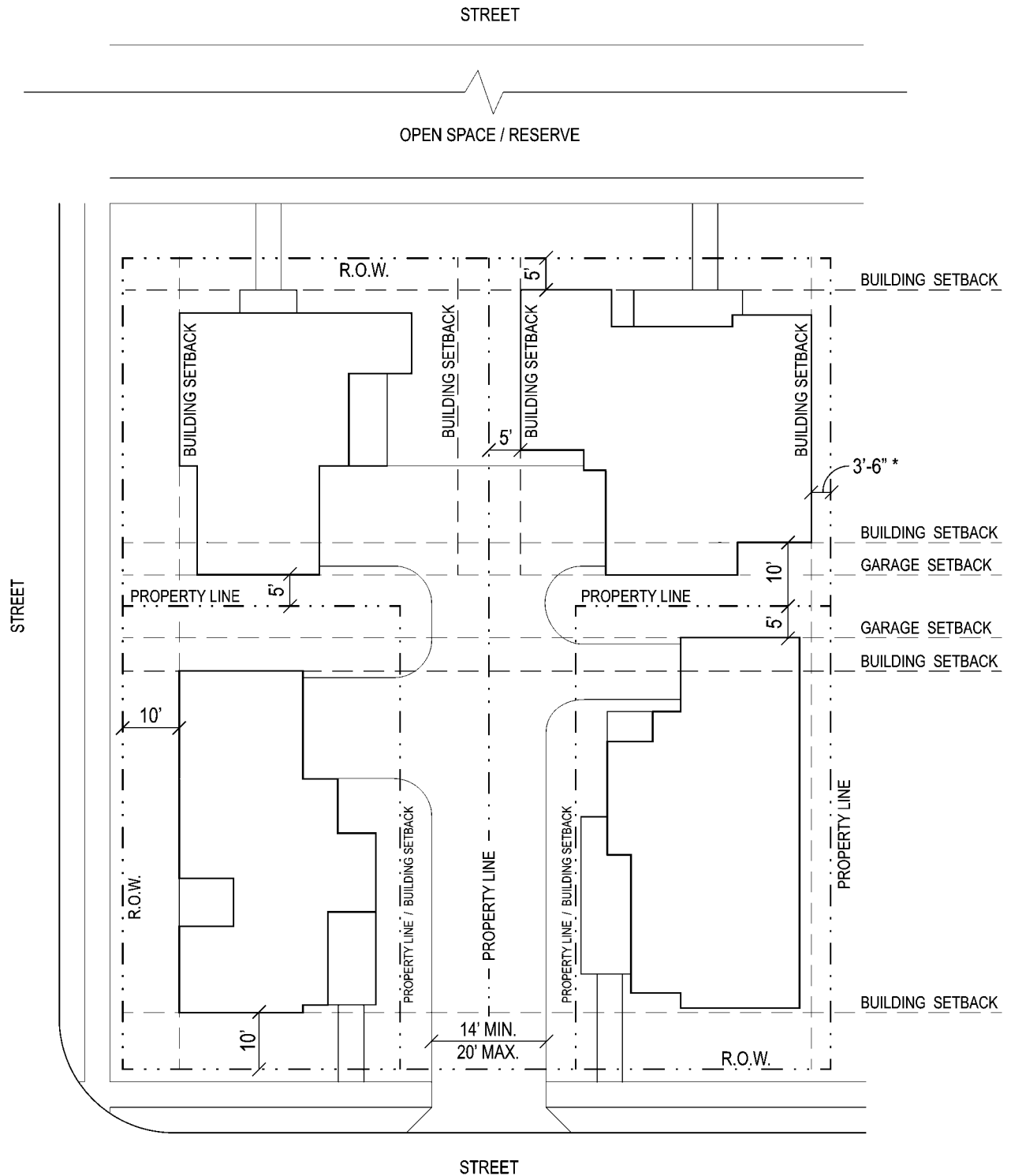
1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.



Mini Motor Court Home

SETBACKS - MINI MOTOR COURT - TYPICAL

SCALE: NTS

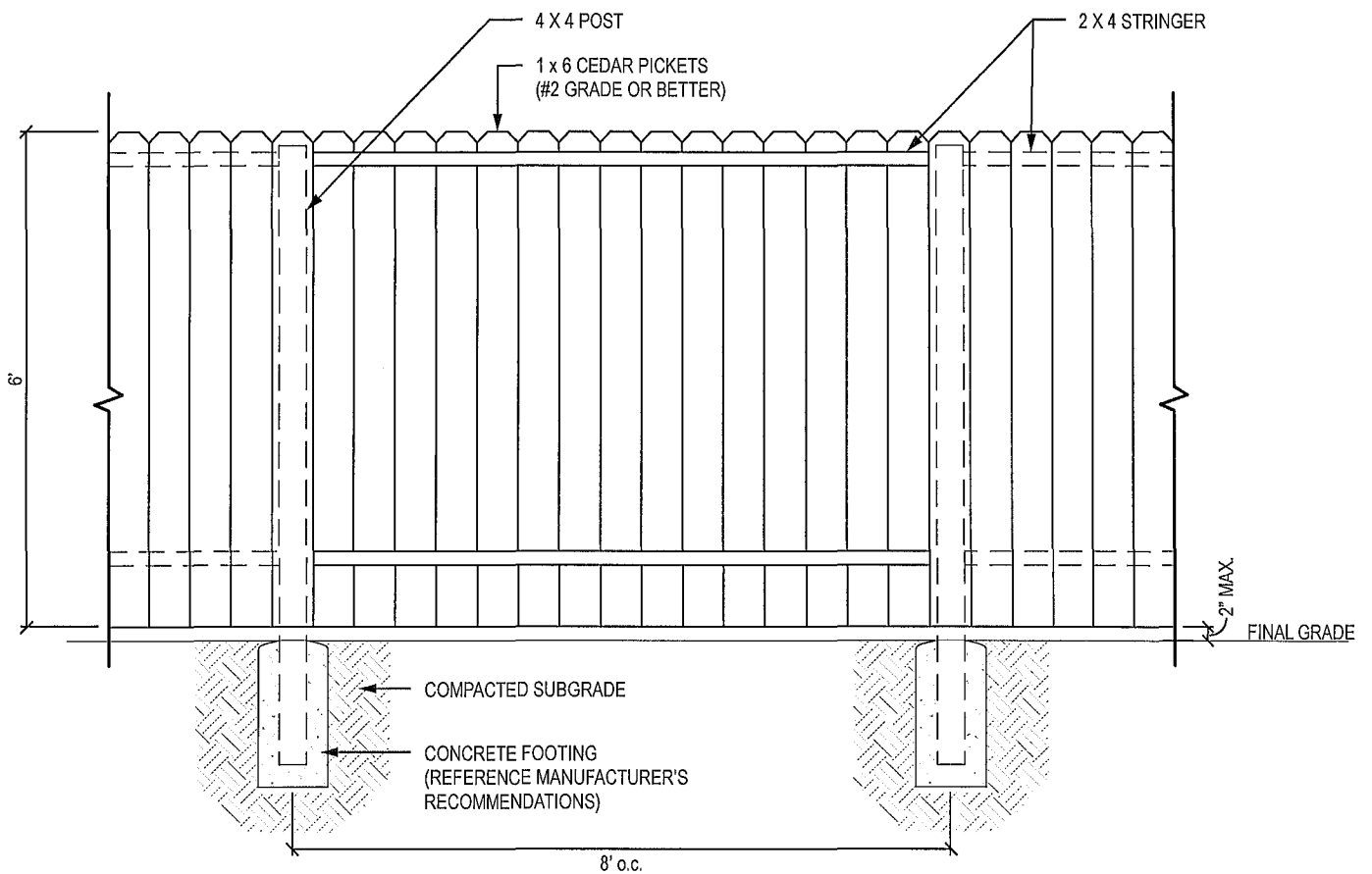
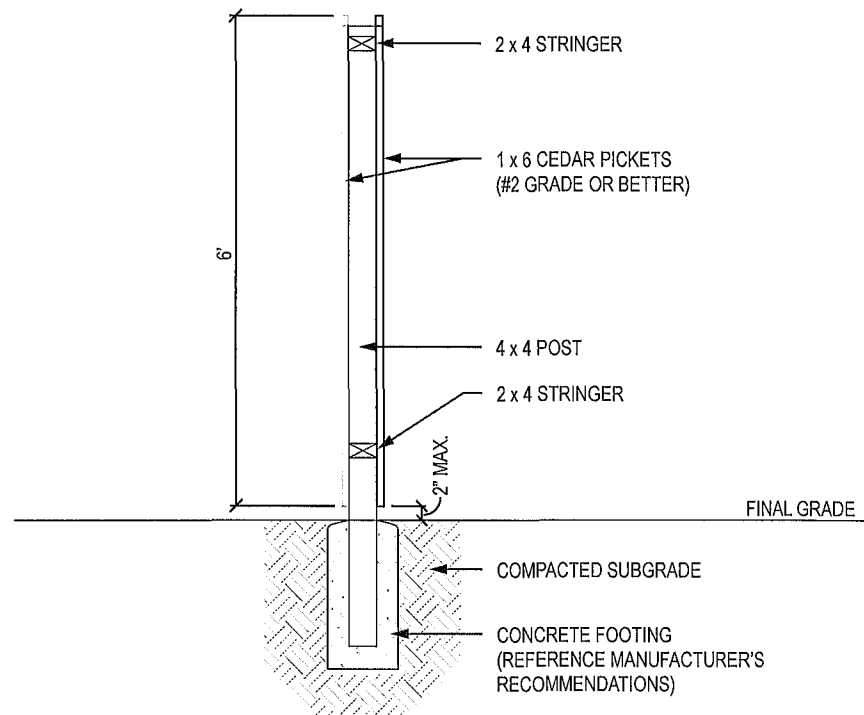


*A HOUSE MAY BE SHIFTED TO THE INTERIOR PROPERTY LINE (MAKING IT A ZERO LOT LINE) IF:

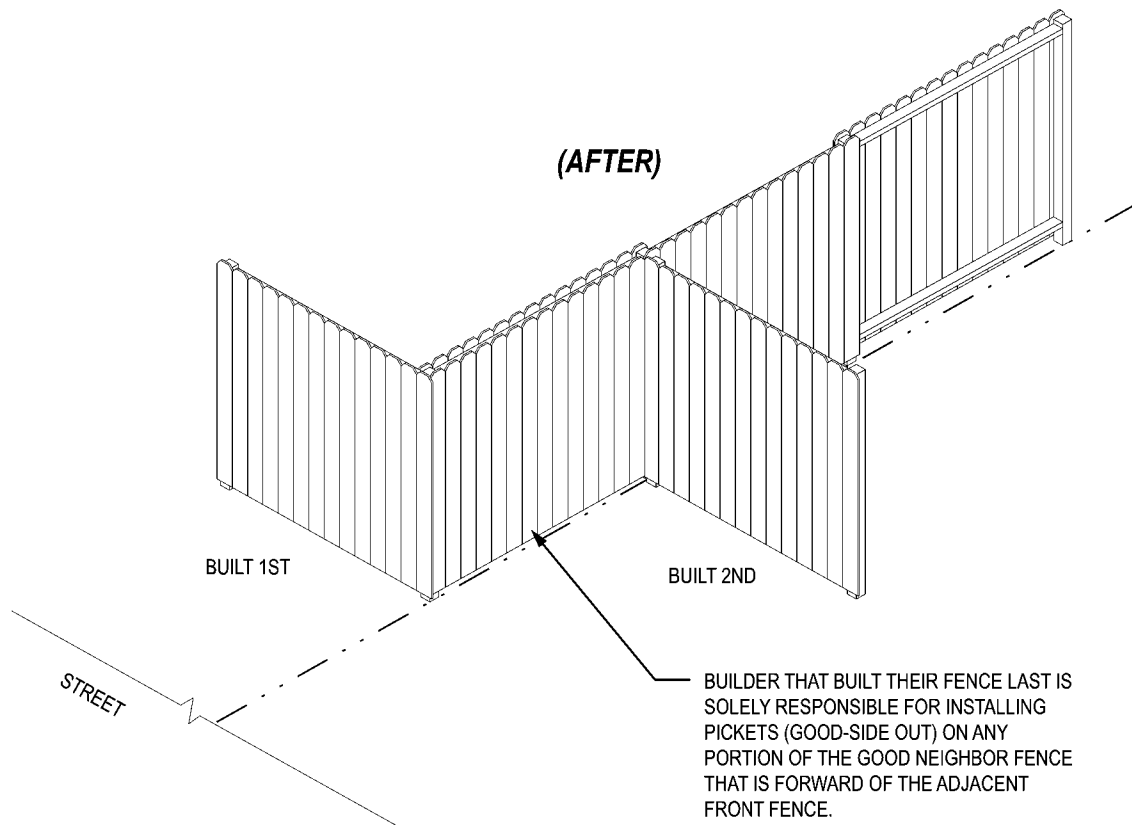
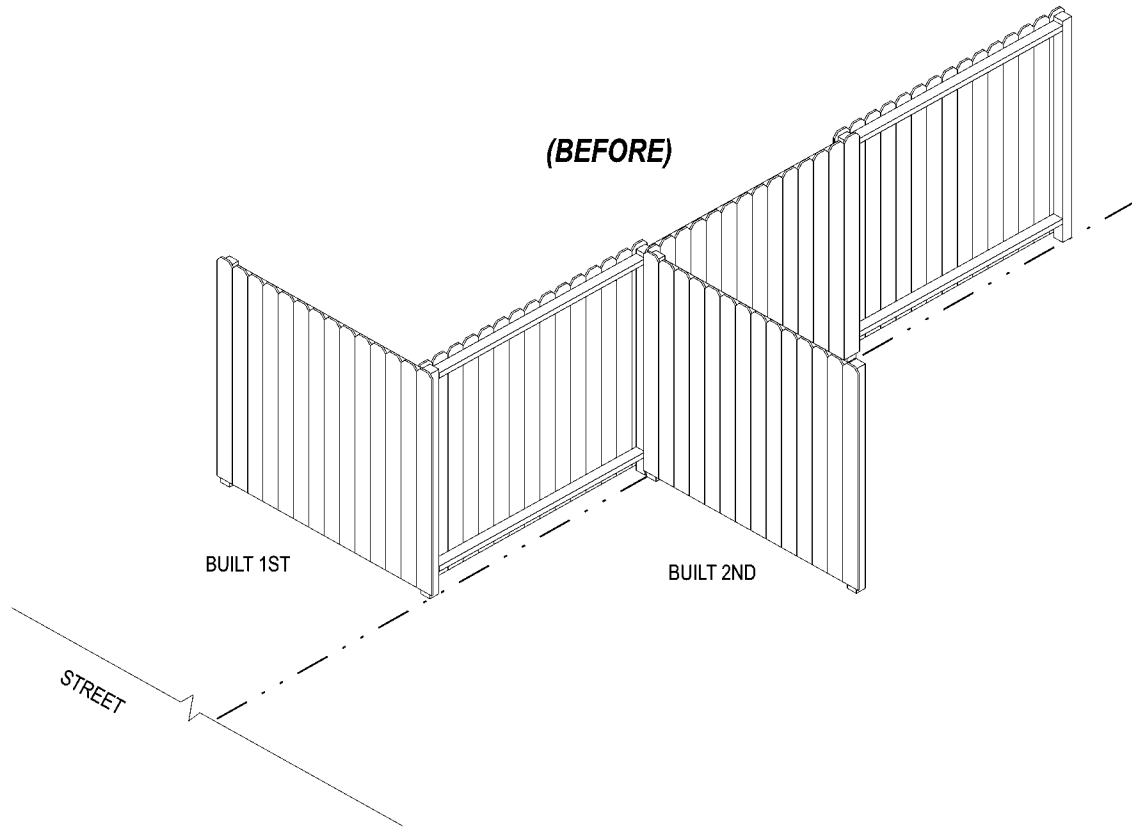
1. THE BUILDER ALSO OWNS THE ADJACENT AFFECTED LOT; AND
2. THE ADJACENT HOUSES MAINTAIN A MINIMUM OF SEVEN (7') FEET OF SEPARATION BETWEEN THEM.

FENCE DETAIL: 6' WOOD, GOOD NEIGHBOR
SCALE: NTS

C1

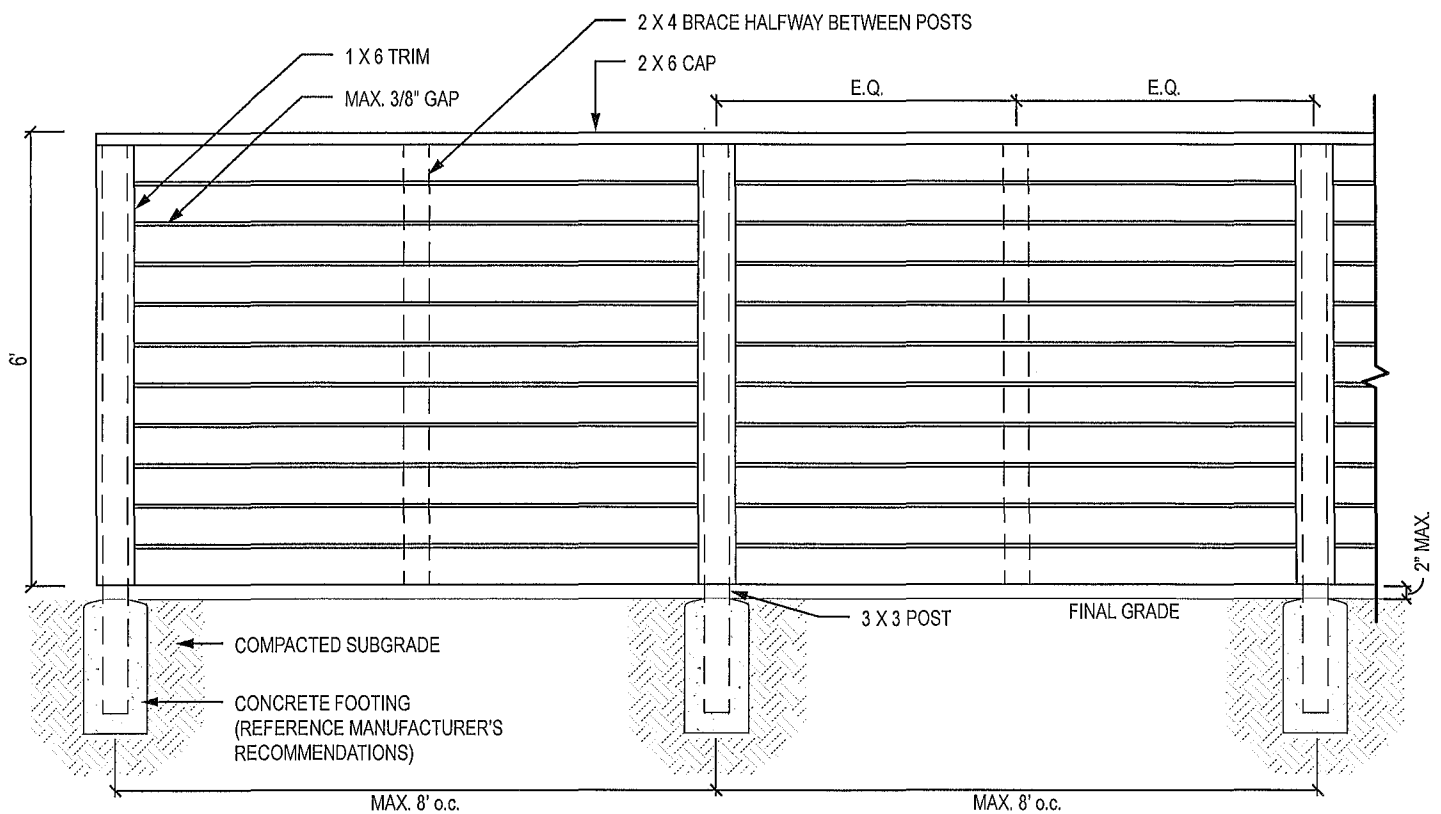
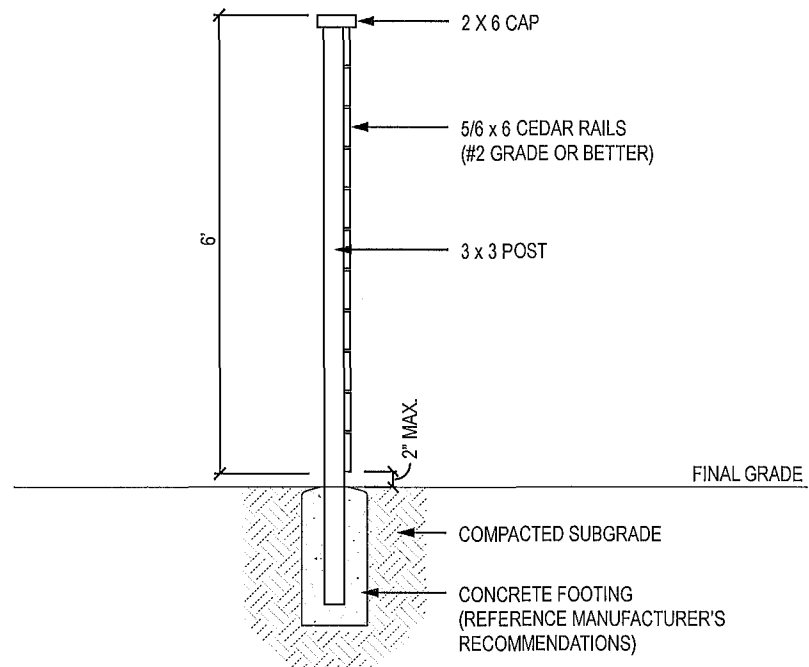


FENCE DETAIL: 6' WOOD, GOOD NEIGHBOR (SOLID PICKET RETURN - OFFSET NEIGHBORING FRONT FENCES)
SCALE: NTS



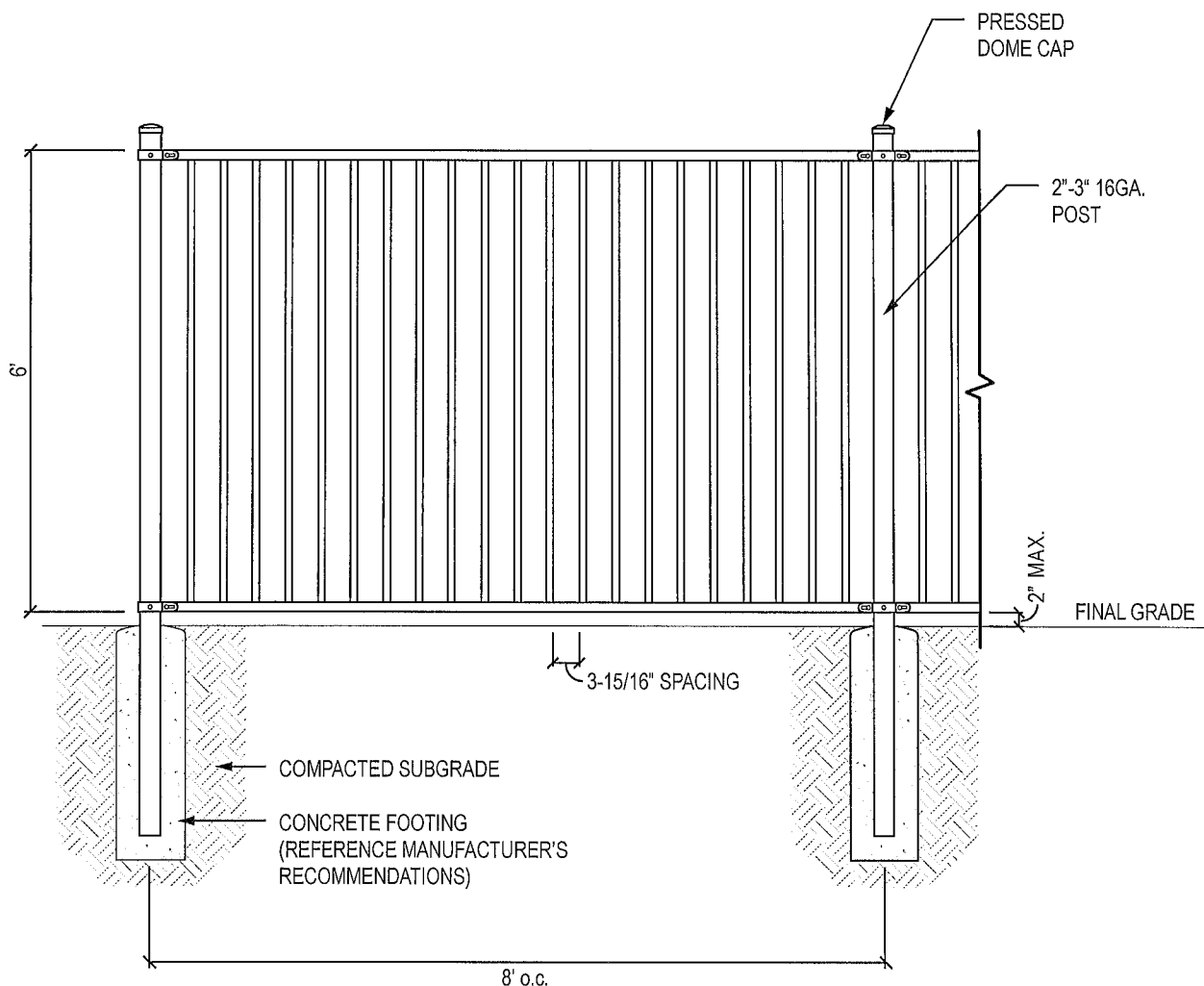
FENCE DETAIL: 6' WOOD, HORIZONTAL
SCALE: NTS

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.

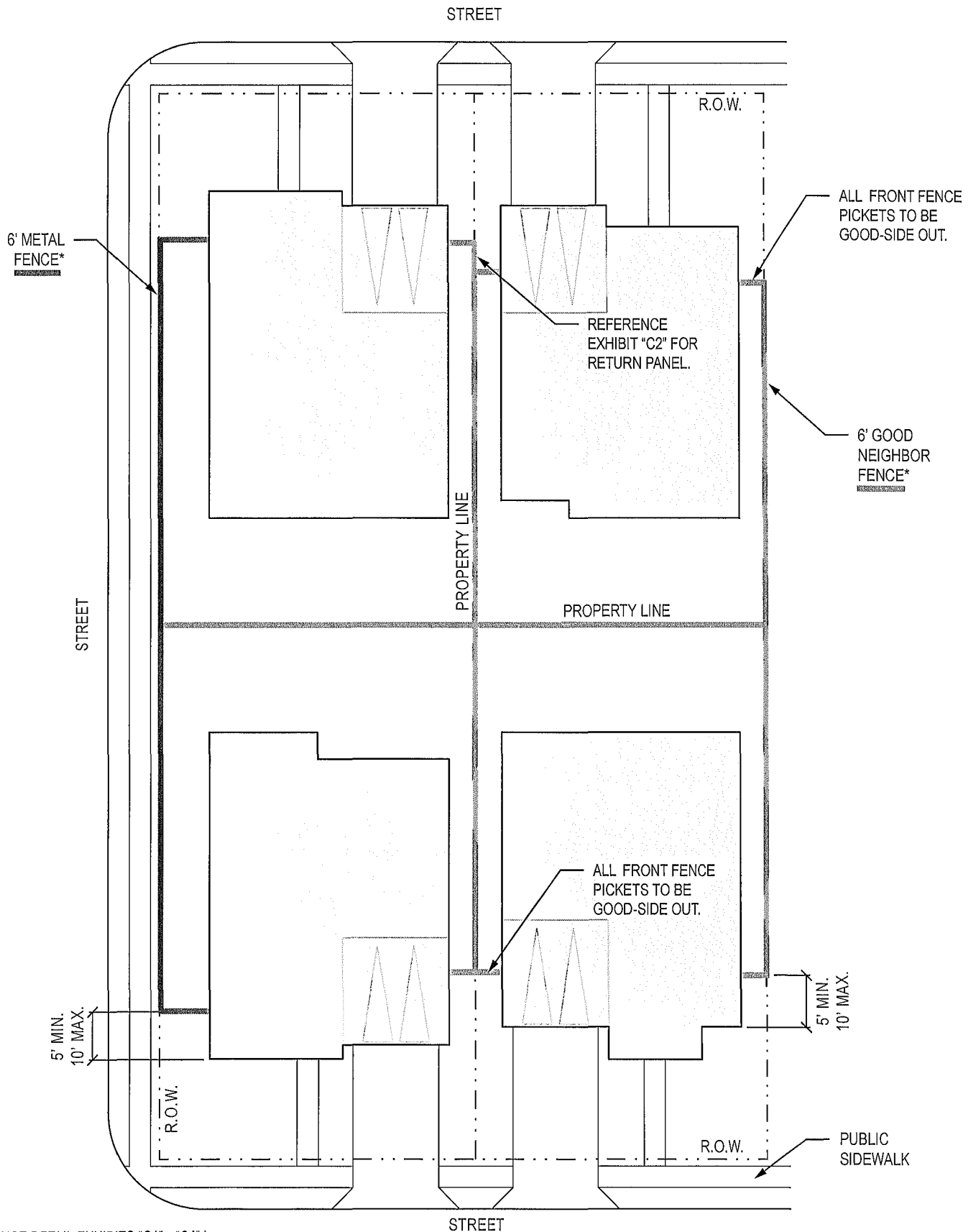


Urban Yard Home

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.)

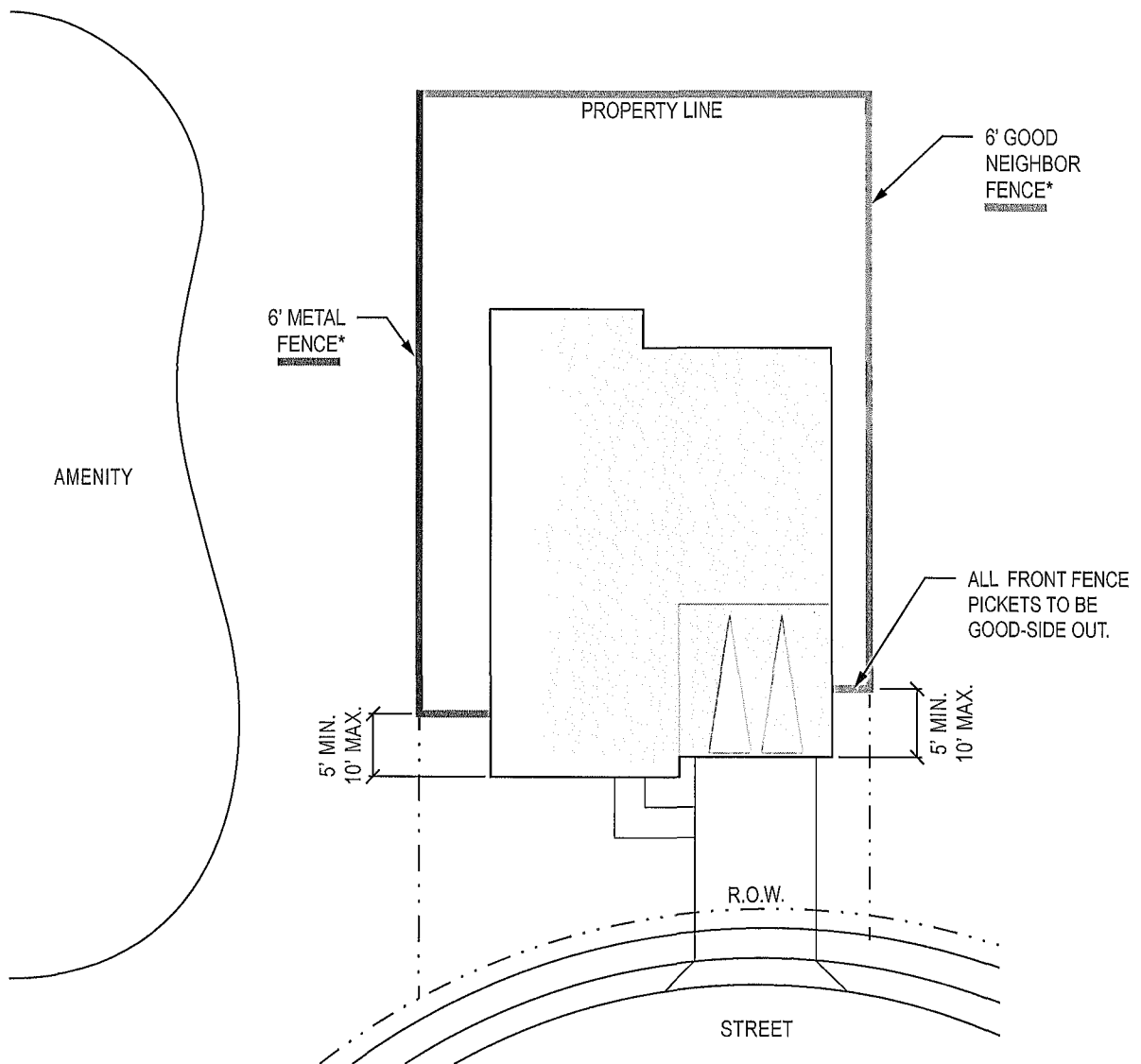


Urban Yard Home

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.)

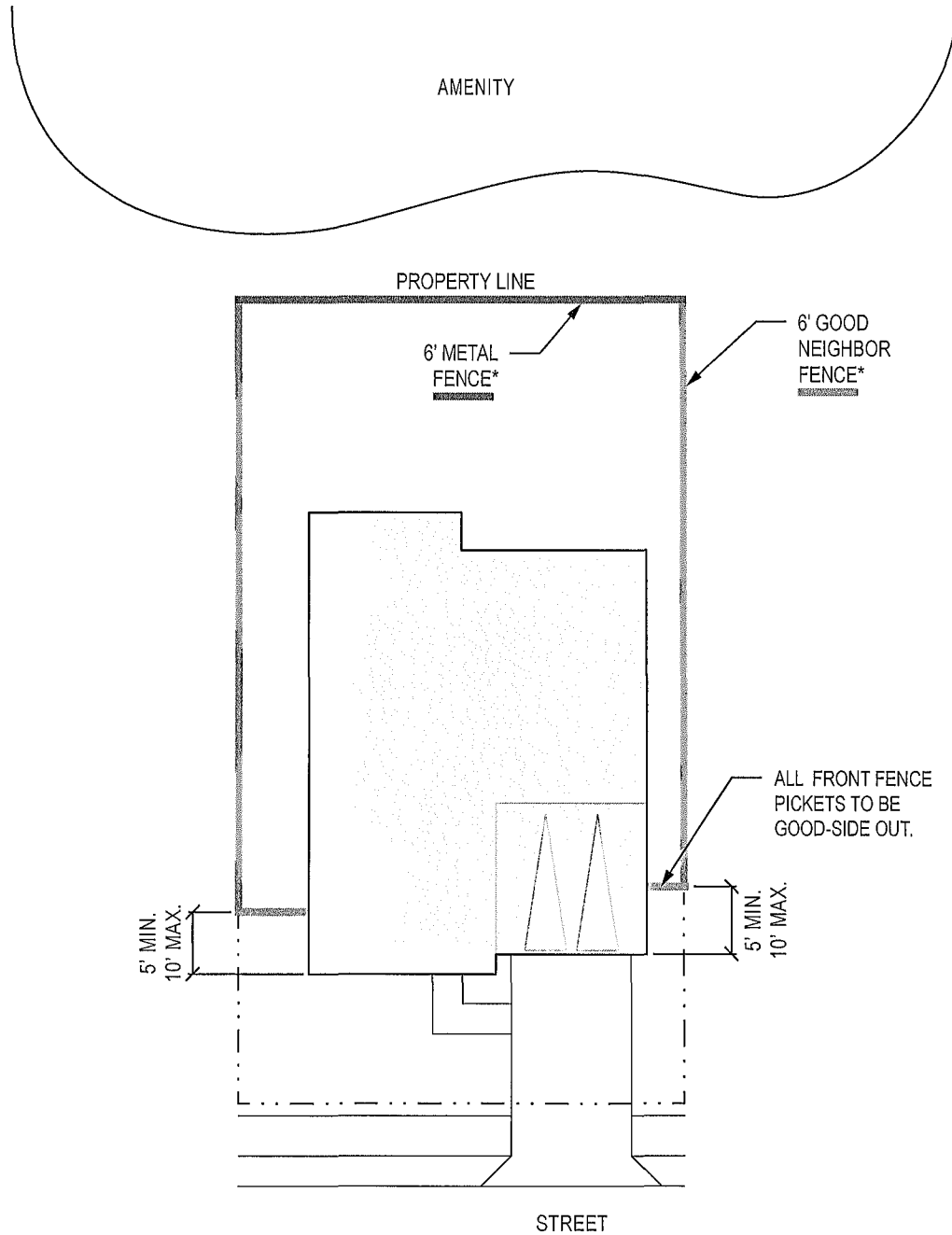


Urban Yard Home

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.)

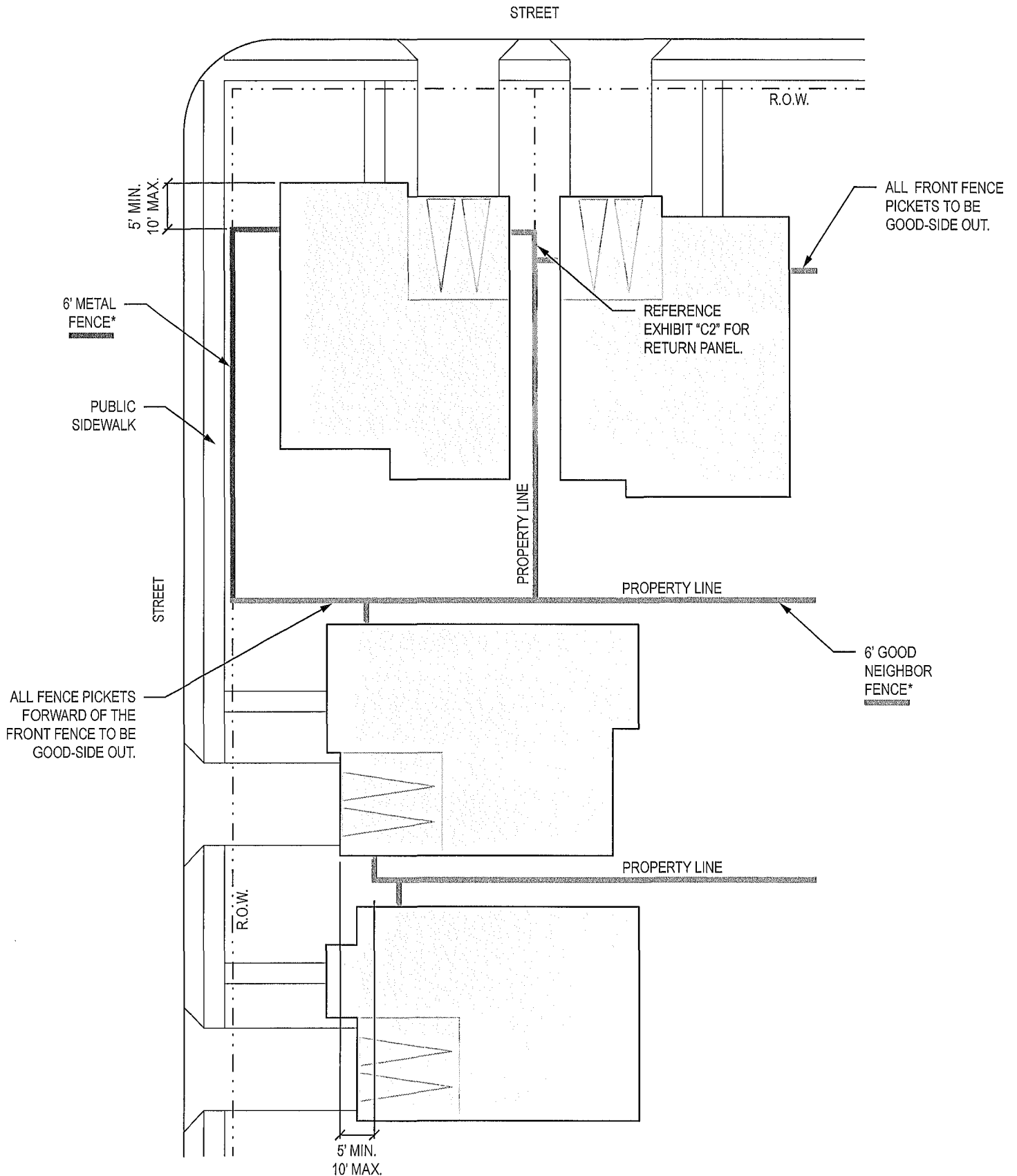


Urban Yard Home

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.)

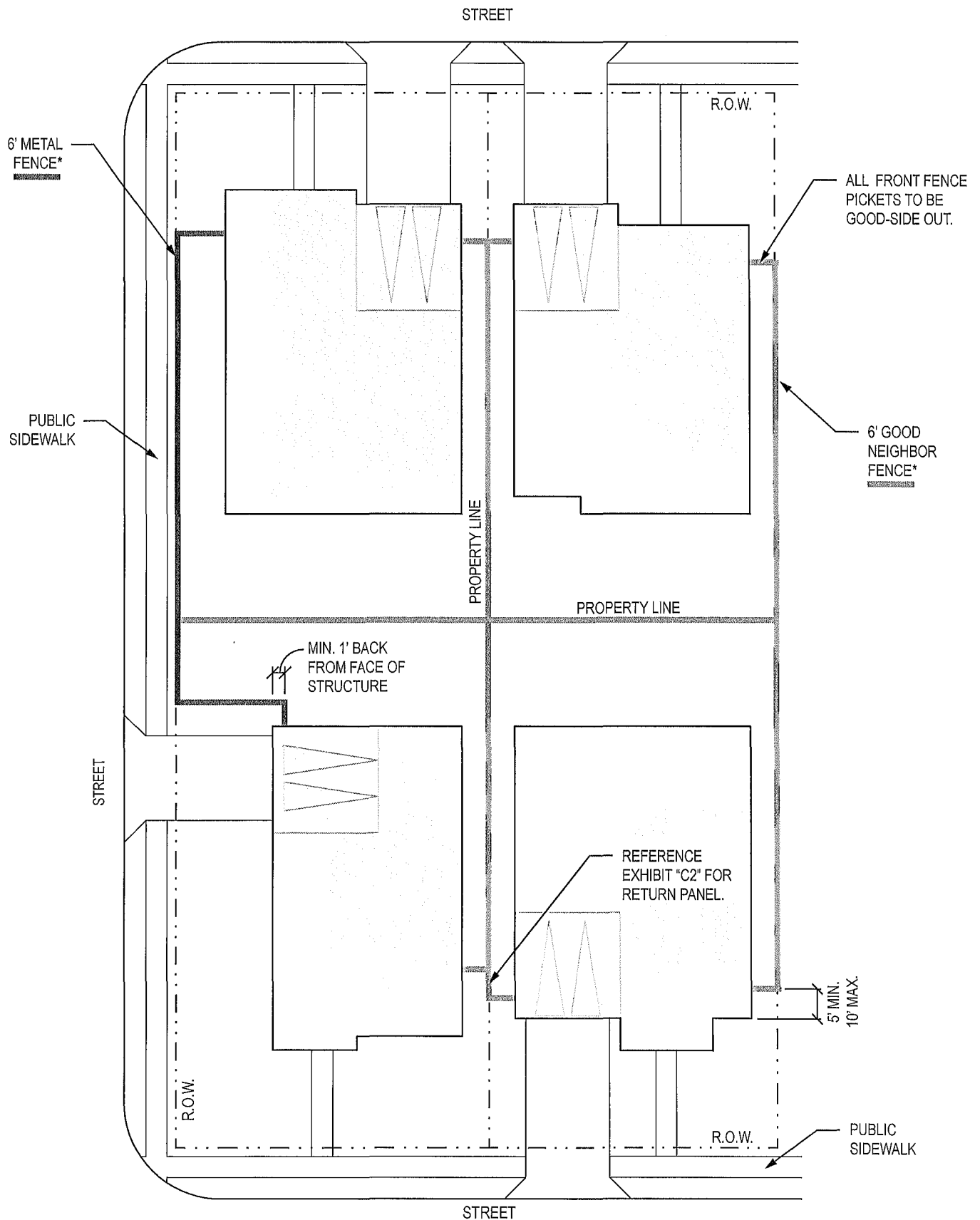


Urban Yard Home

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.)

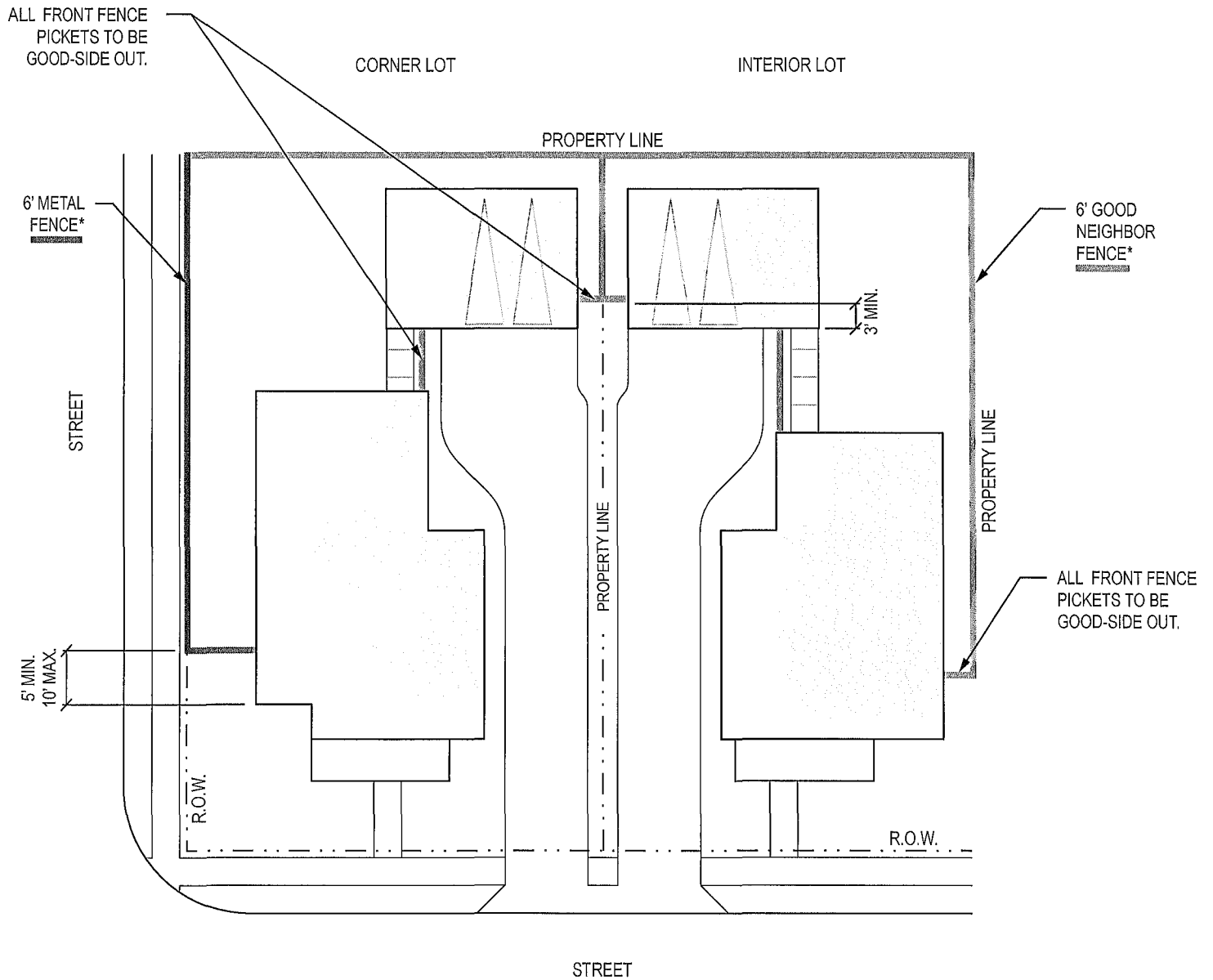


Urban Yard Home

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.)

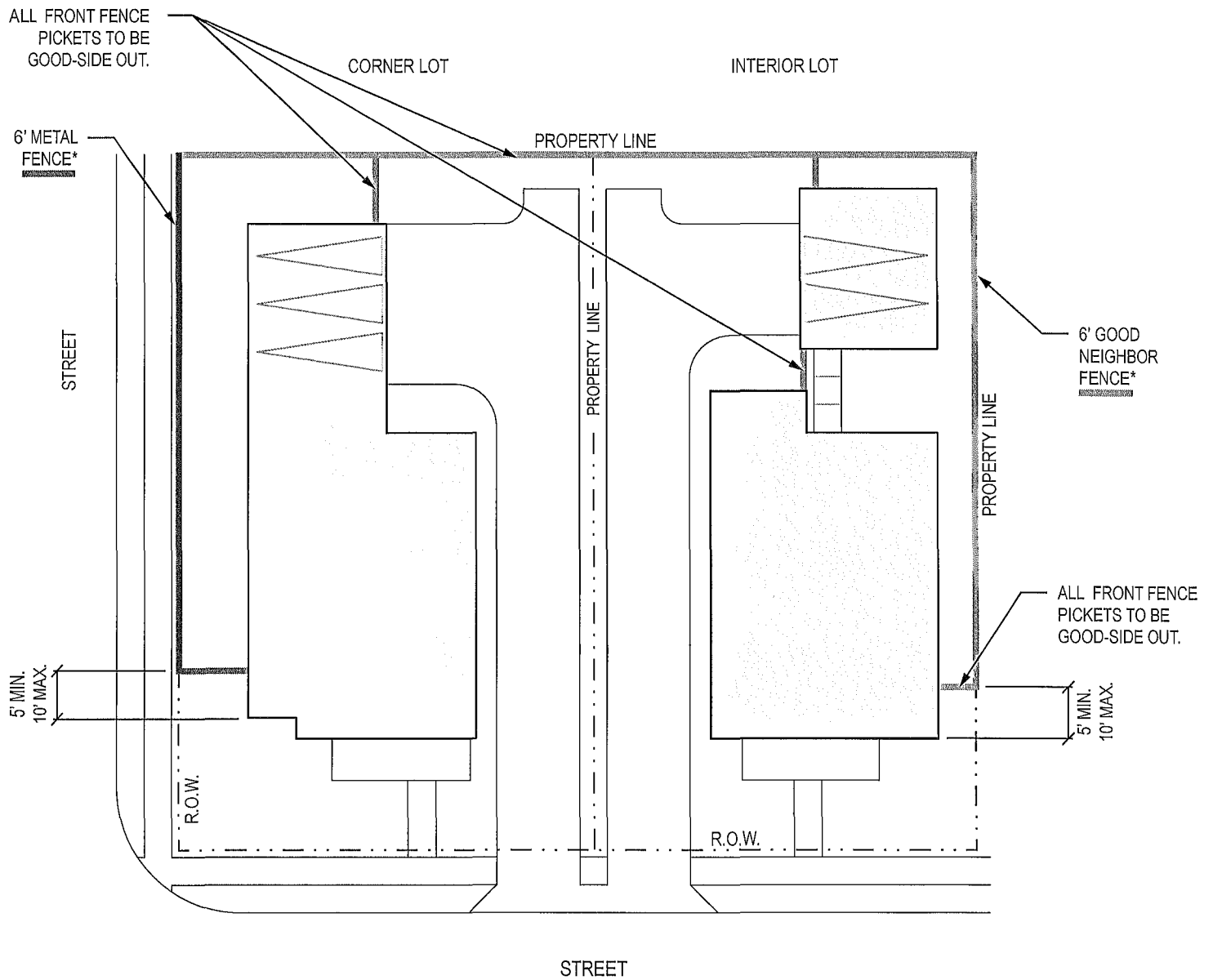


Urban Yard Home

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.)

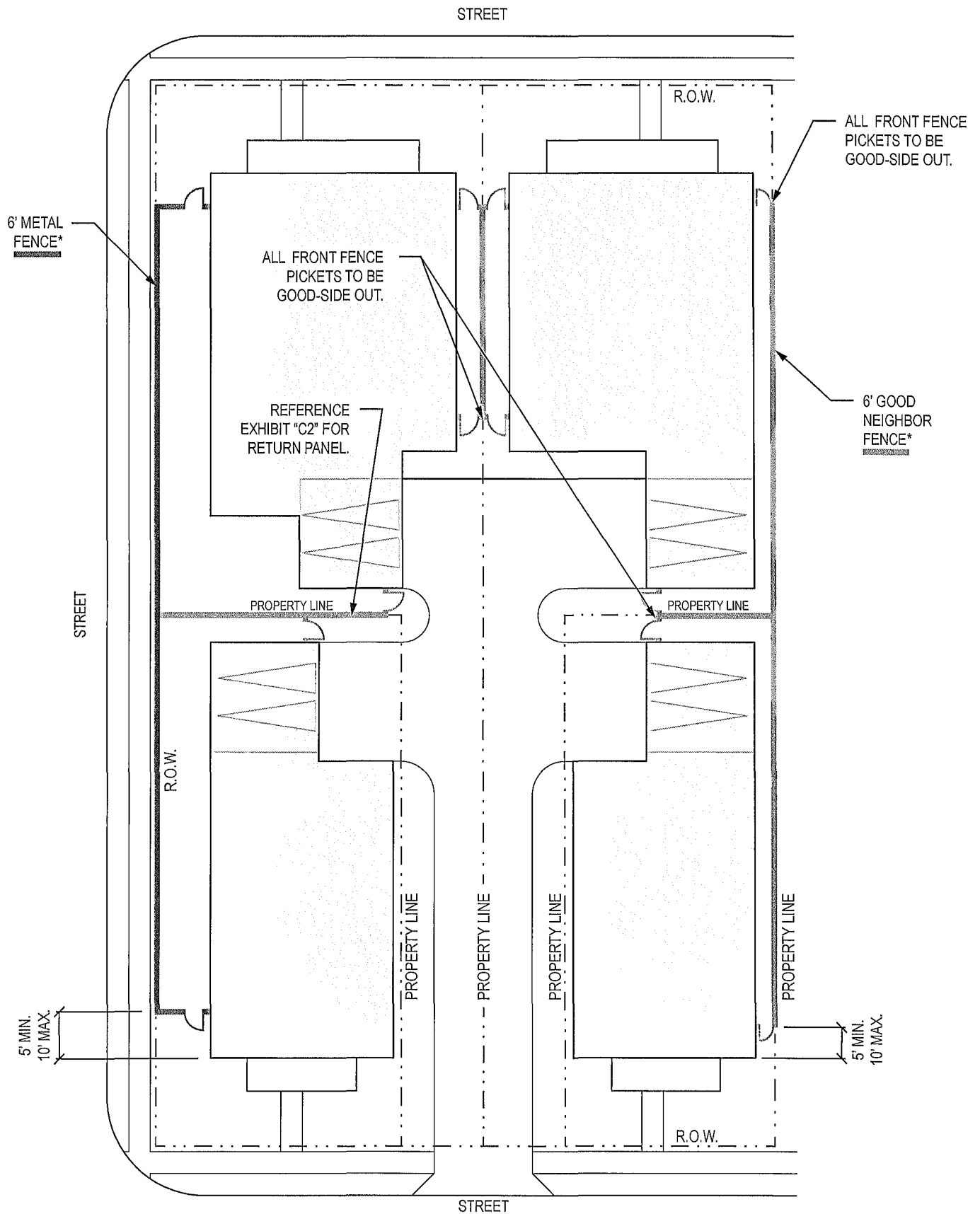


Motor Court Home

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.)

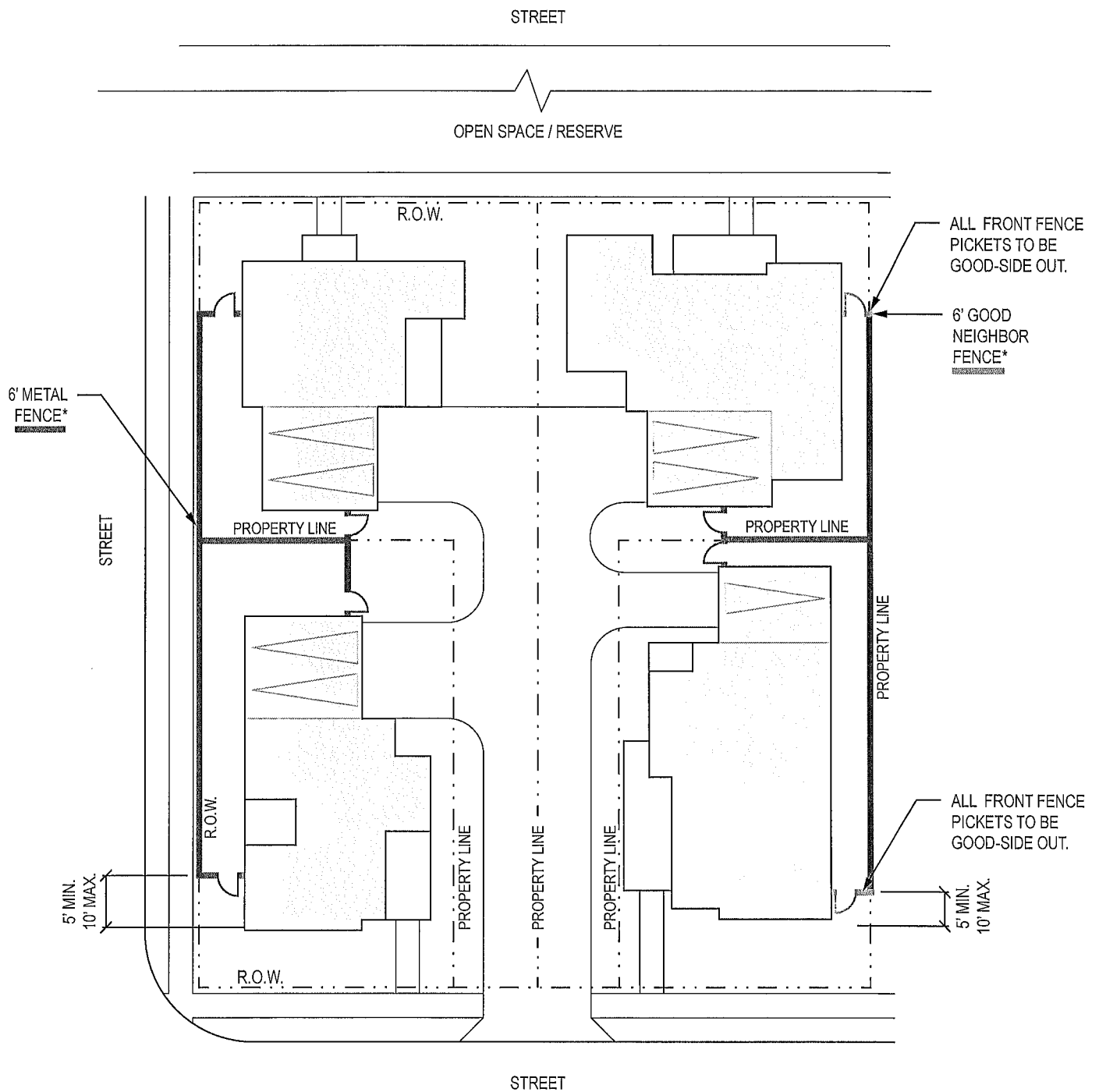


Mini Motor Court Home

FENCING - MINI MOTOR COURT - TYPICAL

SCALE: NTS

C13

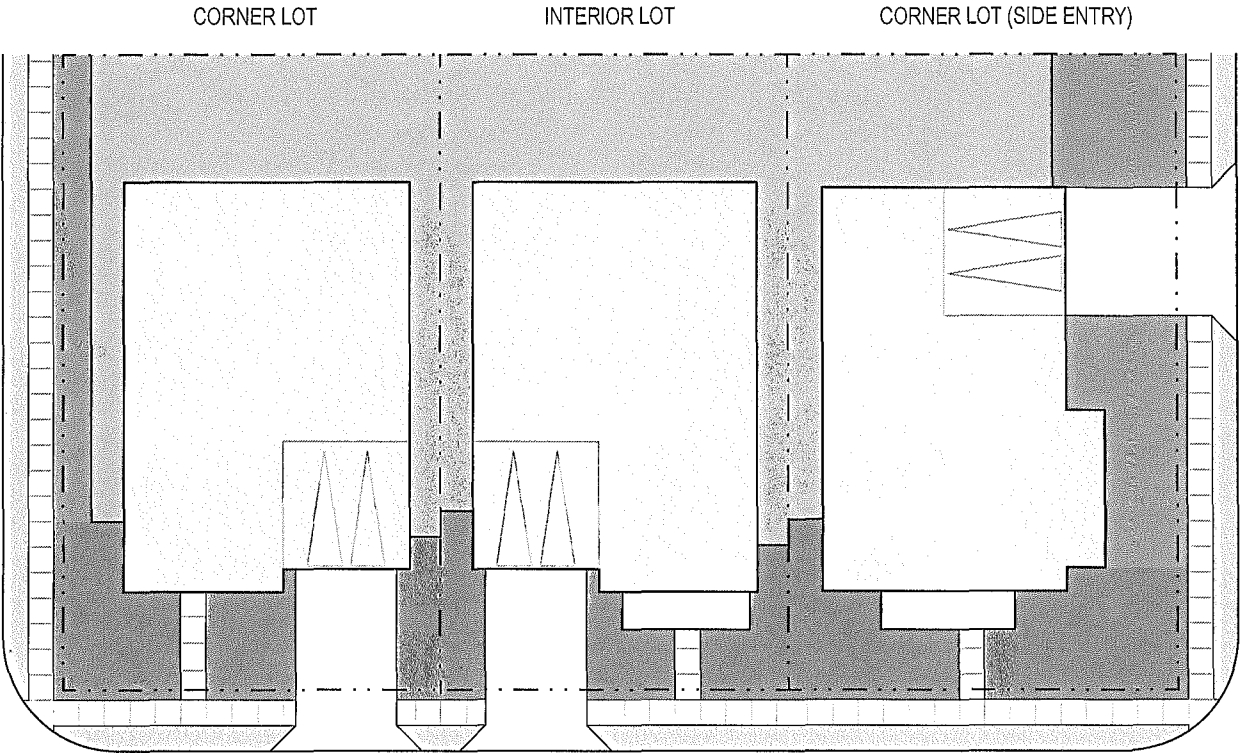


(*SEE FENCE DETAIL EXHIBITS "C1" - "C4".)

(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

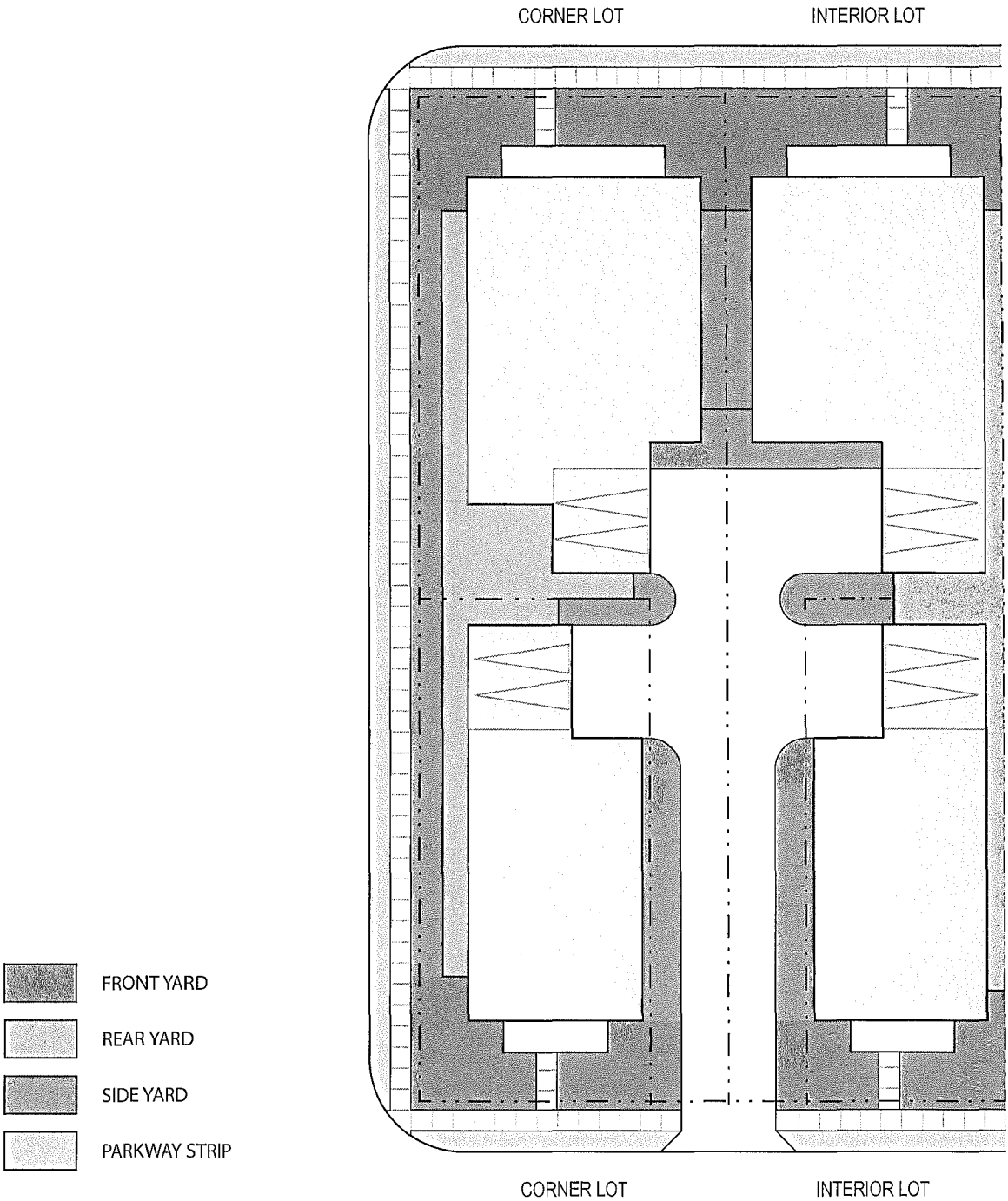


- FRONT YARD
- REAR YARD
- SIDE YARD
- PARKWAY STRIP



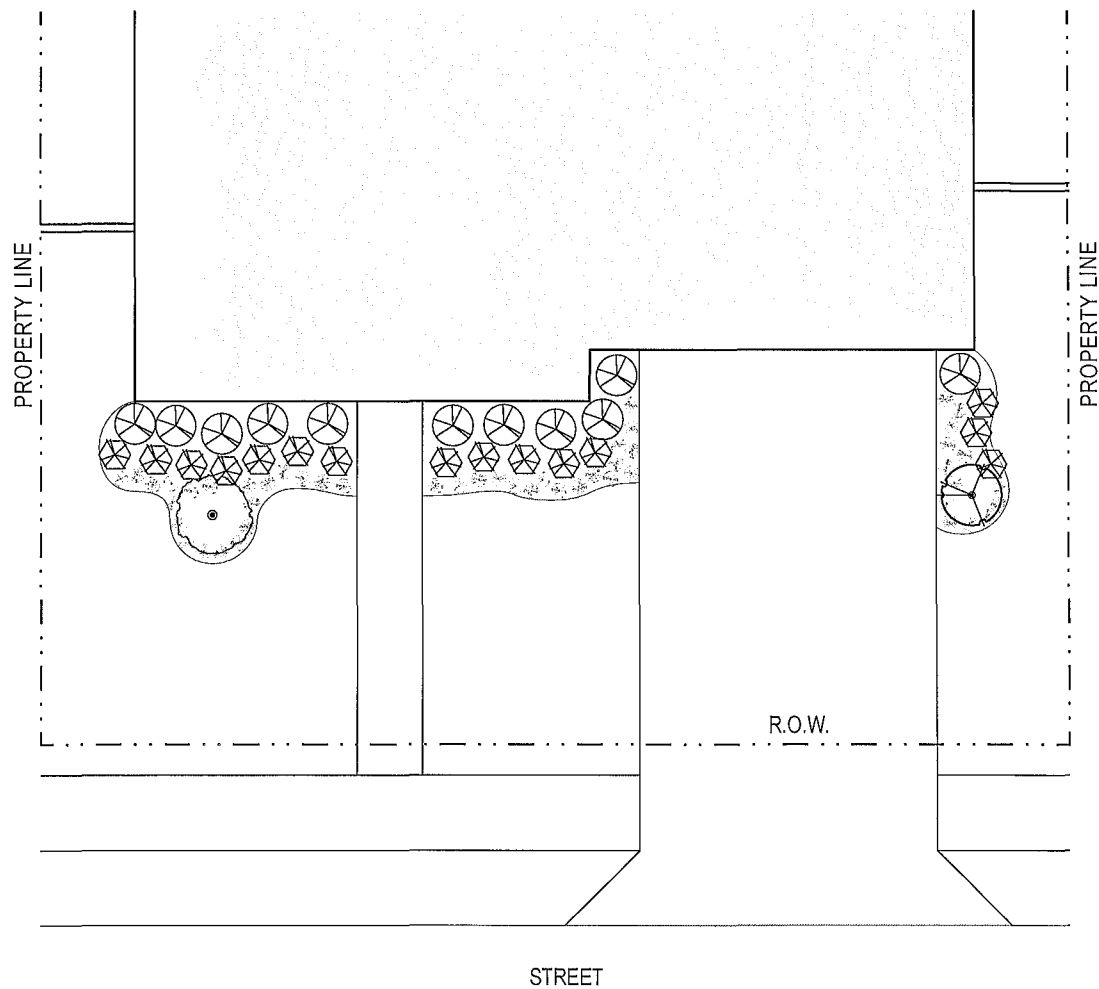
Motor Court & Mini Motor Court Home
LANDSCAPING: YARD ZONES
SCALE: NTS

D2



LANDSCAPE REQUIREMENT: FRONT YARD
SCALE: NTS

D3



NOTES

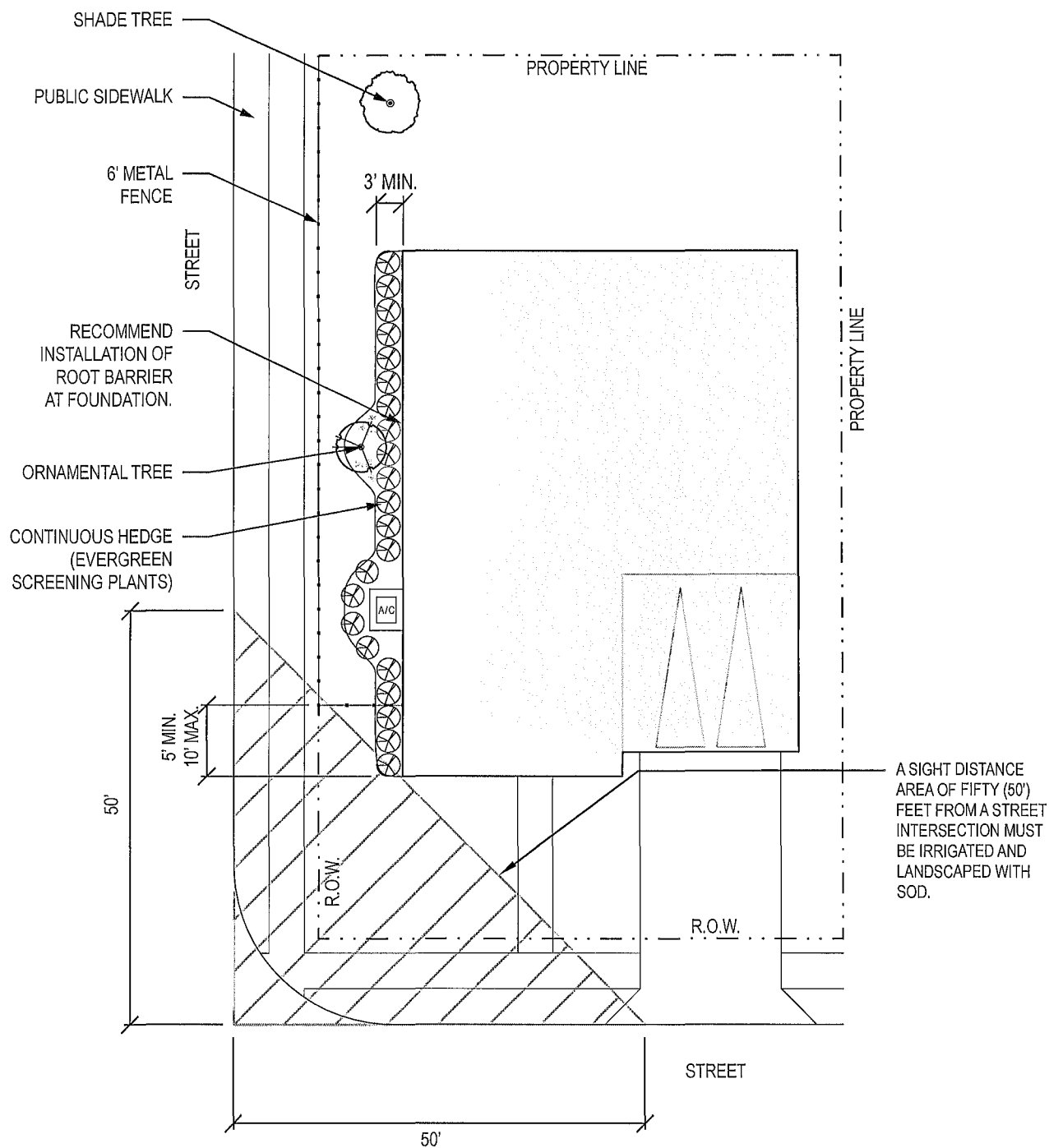
1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

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

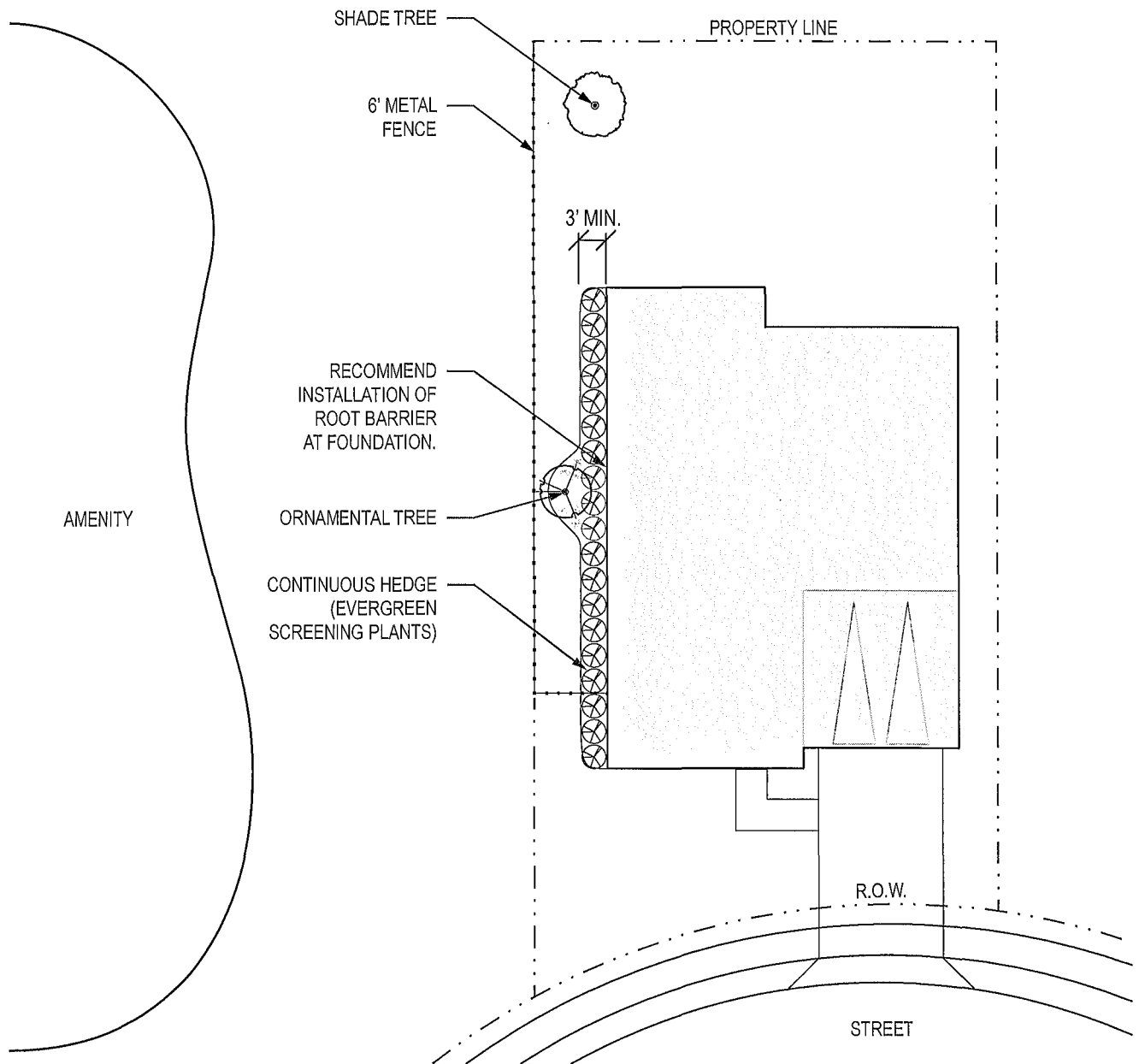
1. REFERENCE LANDSCAPE REQUIREMENTS AND APPROVED PLANTING LIST.
2. ALL YARDS SHALL BE FULLY IRRIGATED.
3. SOD SHALL BE BERMUDA.
4. PLANTER BEDS REQUIRE TWO (2") INCHES OF HARDWOOD MULCH.
5. TREE CALIPER TO BE MEASURED AT TWO (2') ABOVE NATURAL GRADE.
6. PLANTING SHALL NOT IMPEDE DRAINAGE.

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



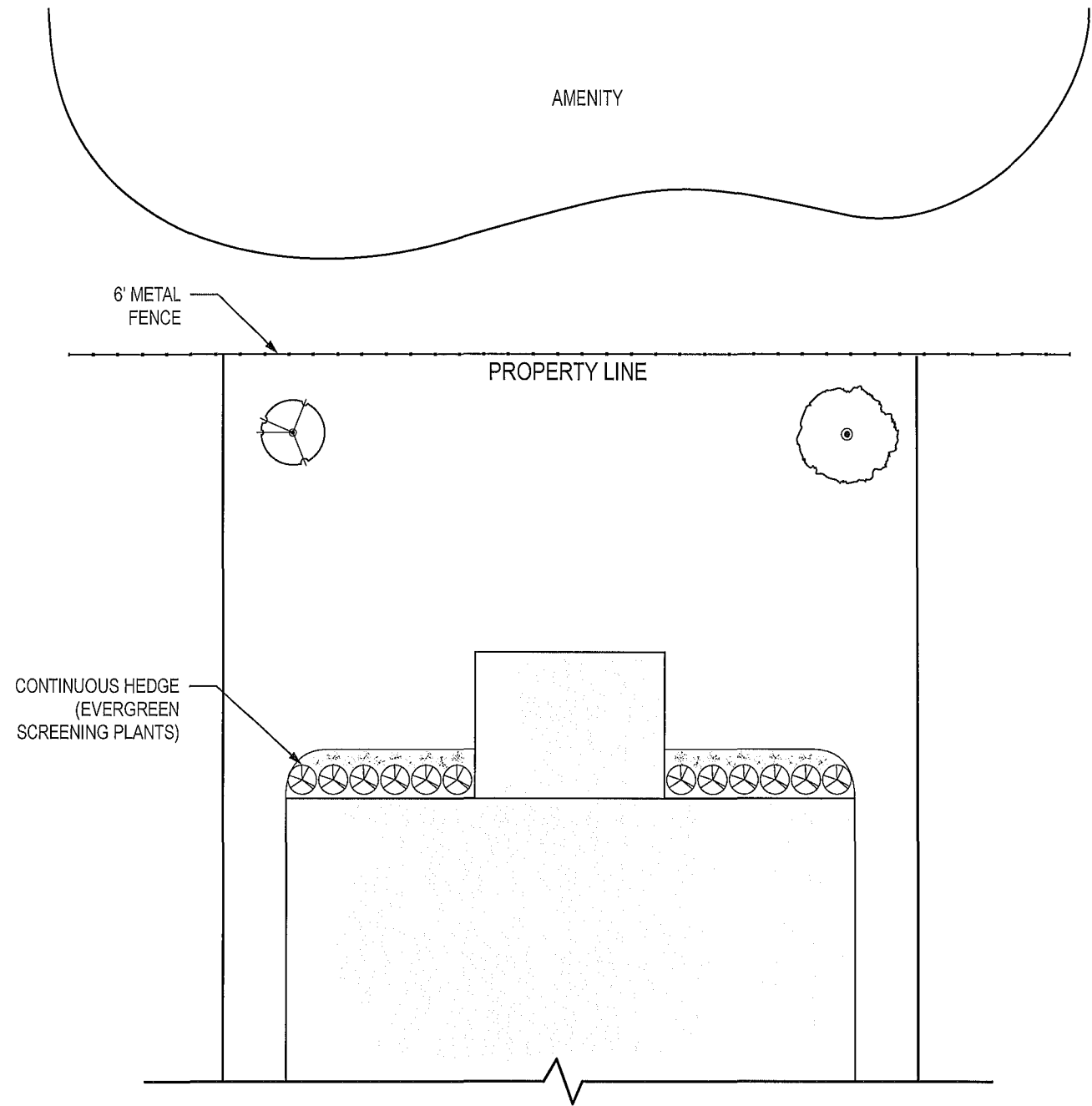
NOTES

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 illinoensis
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

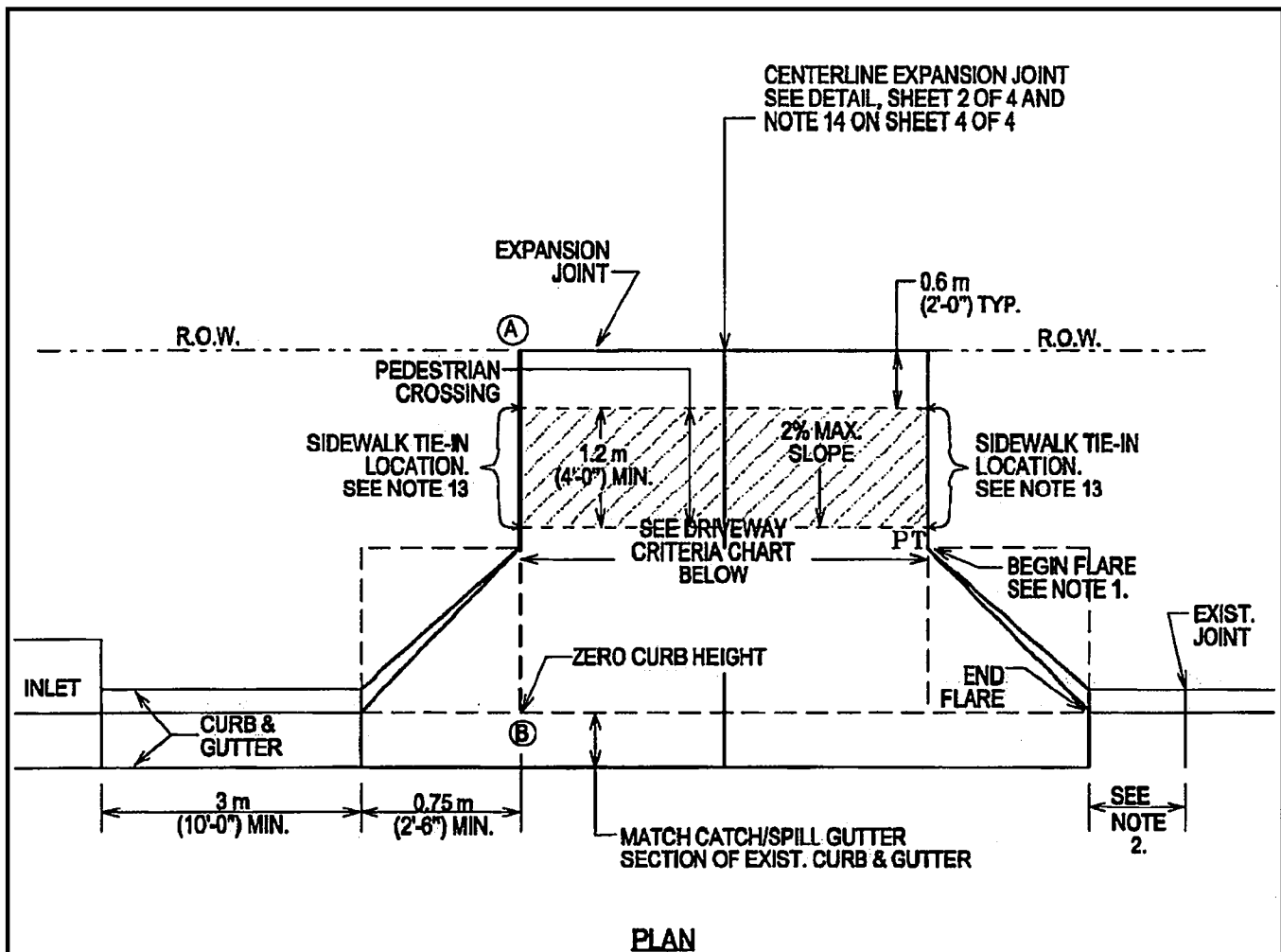
GROUND COVER	
COMMON NAME	SCIENTIFIC NAME
Katie Dwarf Ruellia*	Ruellia brittoniana 'Katie'*
Pigeonberry*	Rivina humilis*
Silver Ponyfoot*	Dichondra argentea*
Trailing Lantana	Lantana montevidensis

* Evergreen

† Designated option for use on Corner Lots and Amenity Lots for required "Continuous Hedge (Evergreen Screening Plants)".

DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN

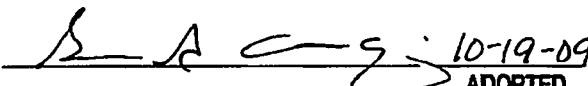
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NOTE: ALL DRIVEWAYS SHALL BE SLOPED TOWARDS THE STREET FROM THE R.O.W. LINE. ELEVATION OF POINT A ABOVE POINT B IS, TYPICALLY A MINIMUM OF 150 mm (6") PLUS 20 mm/m ($\frac{1}{4}$ " RISE/FOOT) OVER DISTANCE "X" IN METERS (FEET).

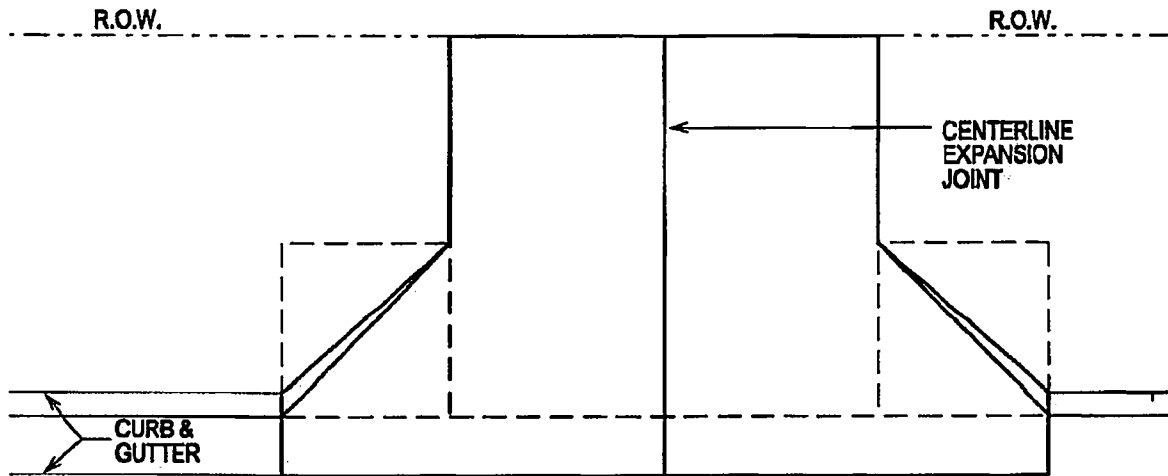
DRIVEWAY CRITERIA	WIDTH METERS (FEET)		
	MIN.	*OPT.	MAX.
SINGLE FAMILY	3.66 (12)	5.50 (18)	11.80 (25)
DUPLEX	4.56 (15)	5.50 (18)	11.80 (25)
TOWN HOME	4.56 (15)	5.50 (18)	11.80 (25)

*OPTIMUM

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

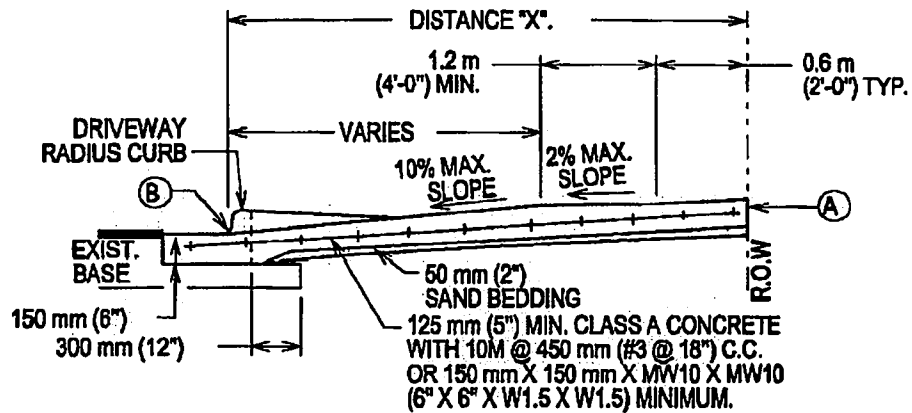


PLAN

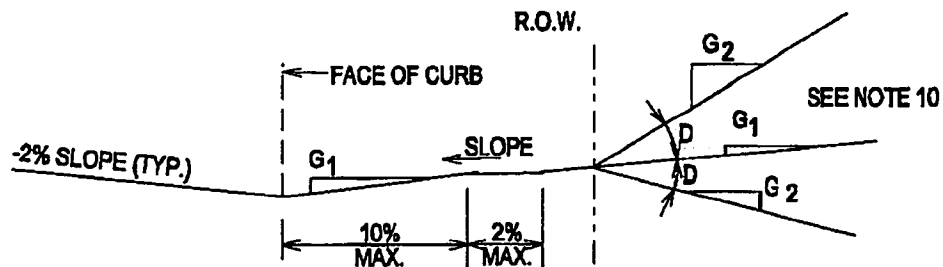
<p>CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS</p>	<p>FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)</p>	
<p><i>[Signature]</i> 10-19-09 ADOPTED</p>	<p>THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.</p>	<p>STANDARD NO. 433S-1A 2 OF 4</p>

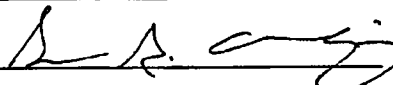
DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN

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**

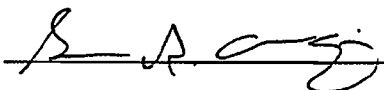
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLARED TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
 ADOPTED 10-19-09	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1A 3 OF 4

DRIVEWAY REQUIREMENTS PER CITY OF AUSTIN

SCALE: NTS

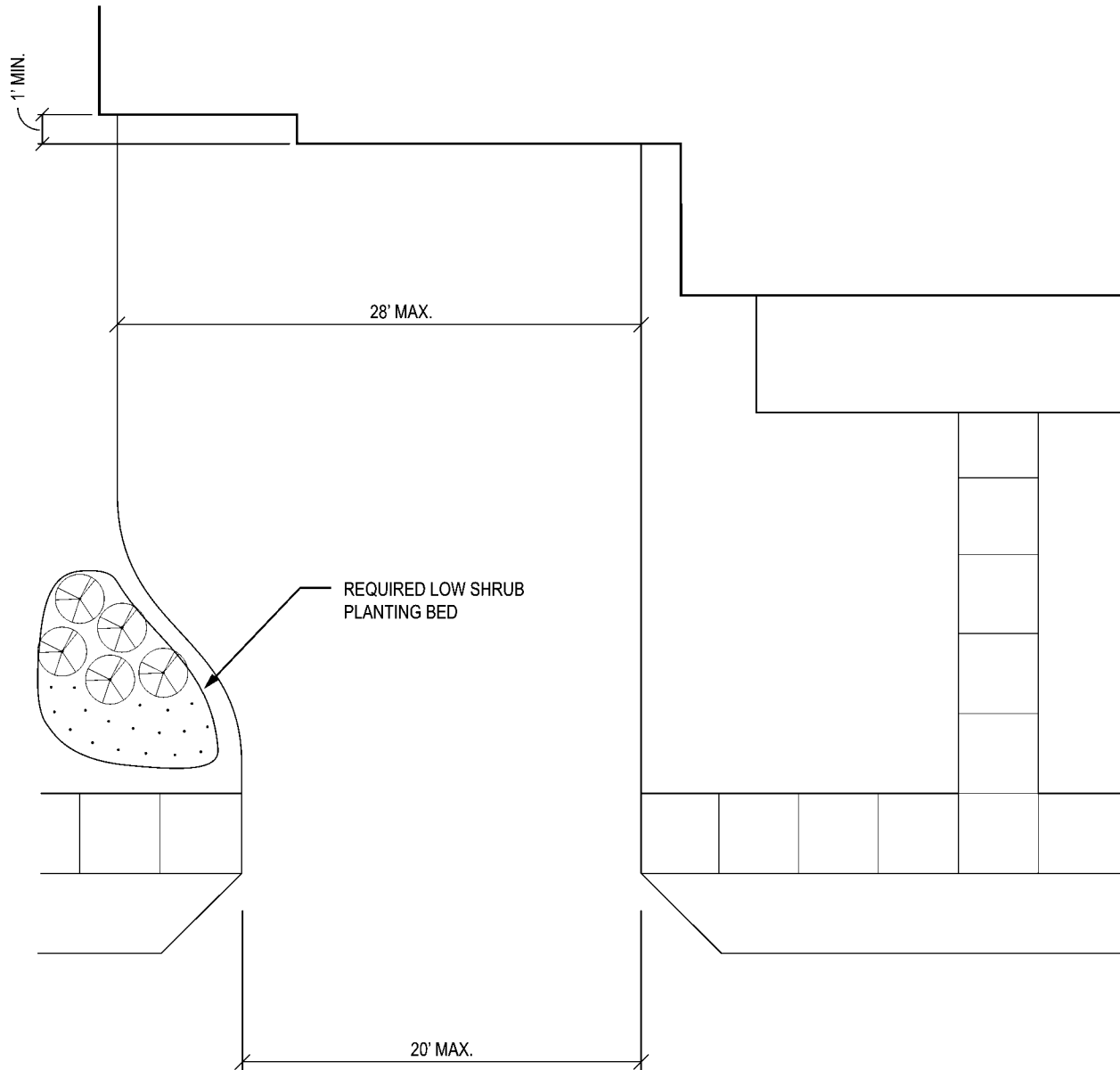
NOTES:

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 INTERSECTING 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".

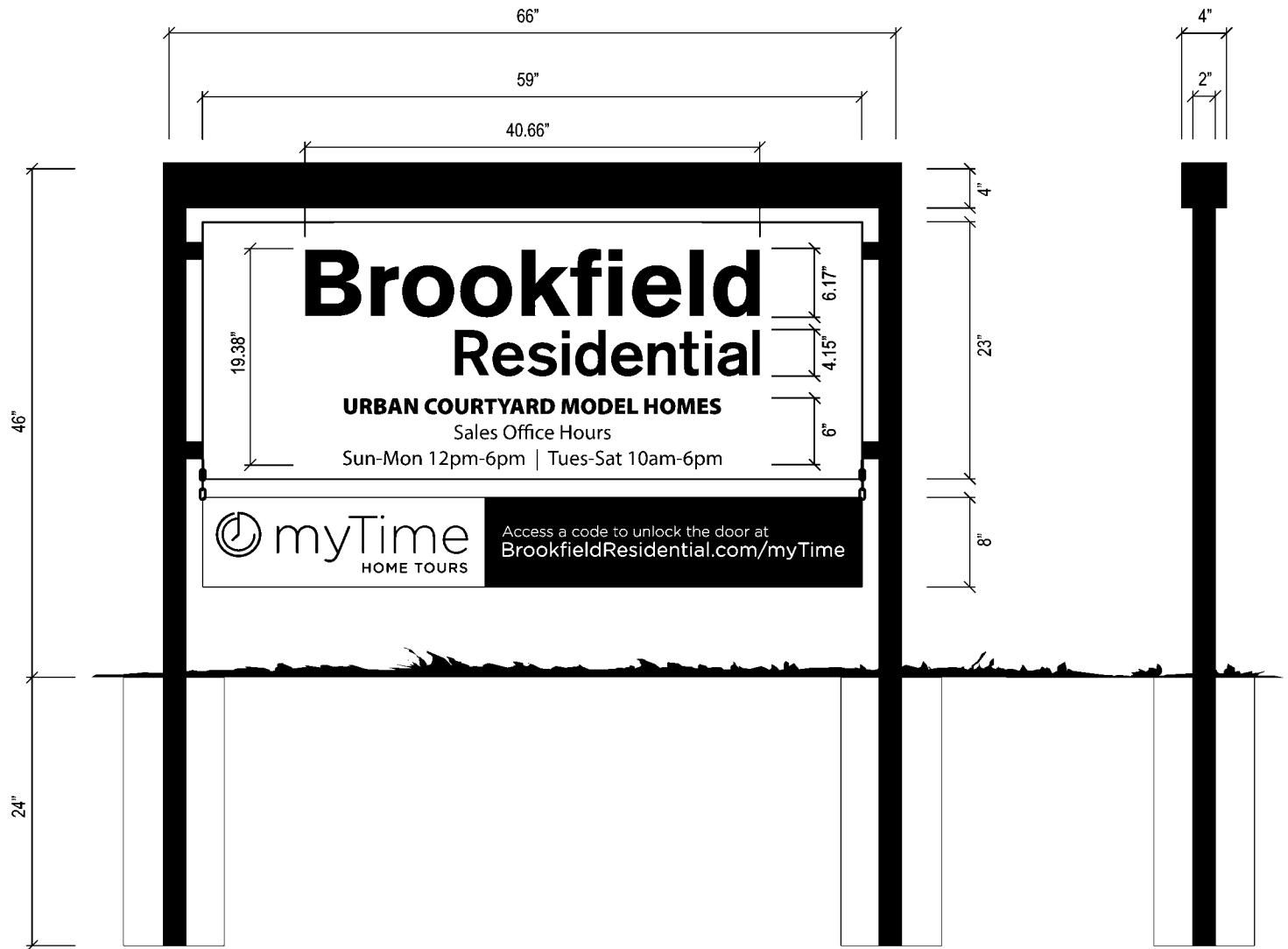
C. Lot (10) ten

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



PMS 032C

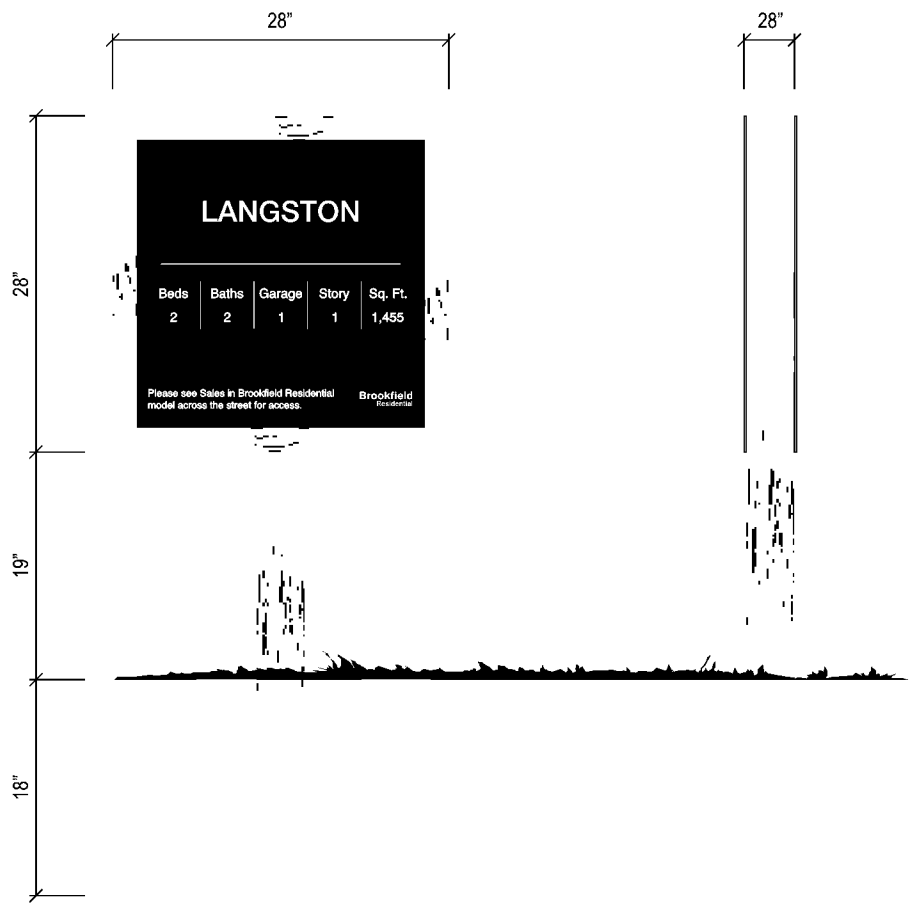
C:86 M:10 Y:33 K:20

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



 PMS 032C

 C:86 M:10 Y:33 K:20

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.

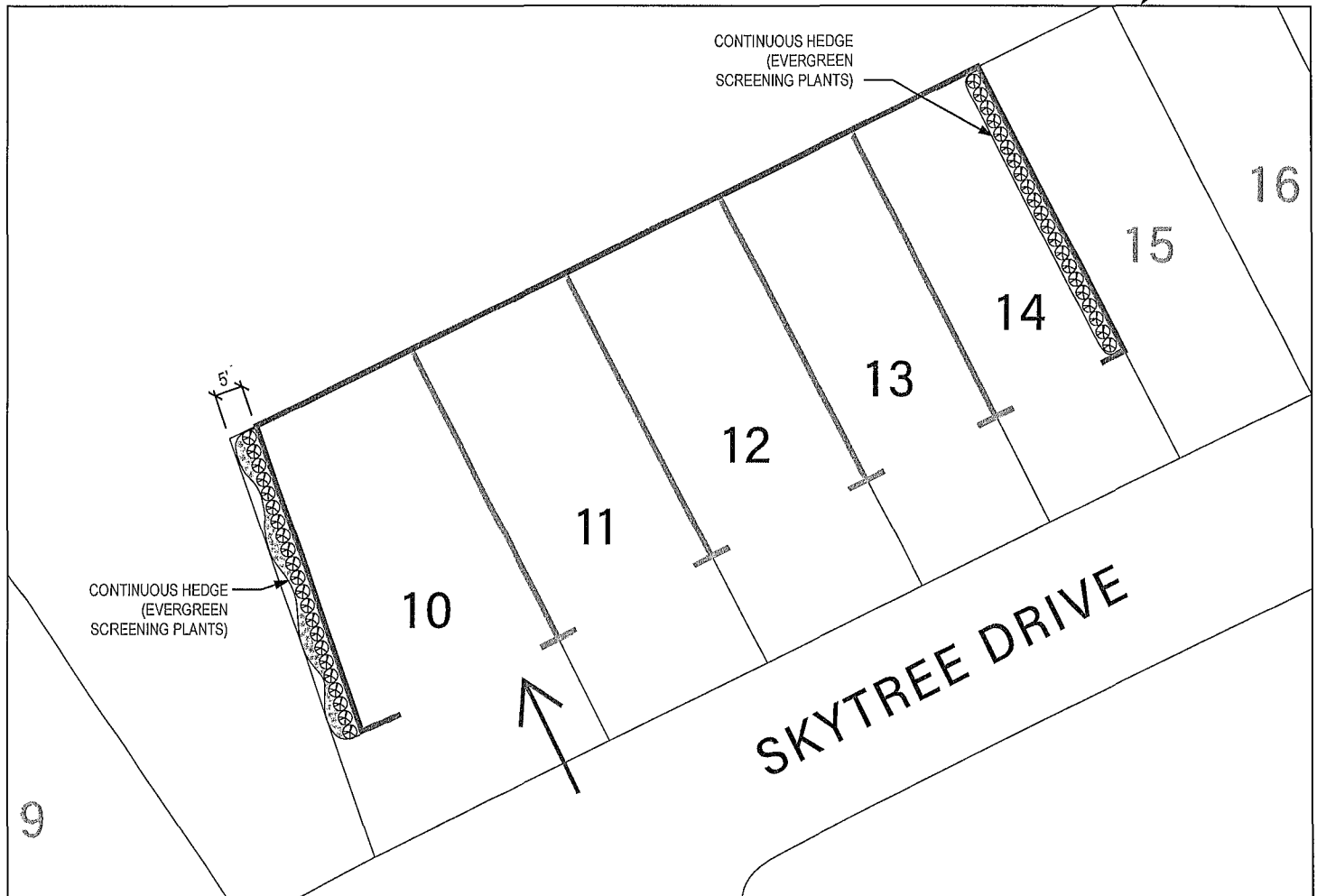
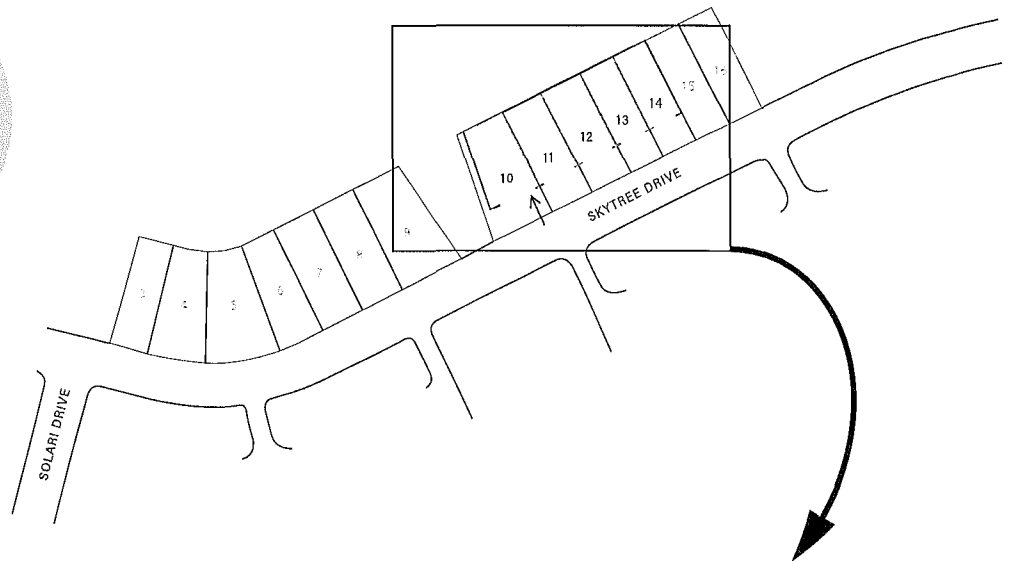
MODEL HOME LANDSCAPING EXAMPLES




SCALE: NTS



NOTES

THESE ARE EXAMPLES OF THE MINIMUM DENSITY, QUANTITY AND COVERAGE WITH WHICH MODEL HOMES SHALL BE LANDSCAPED.



-  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.

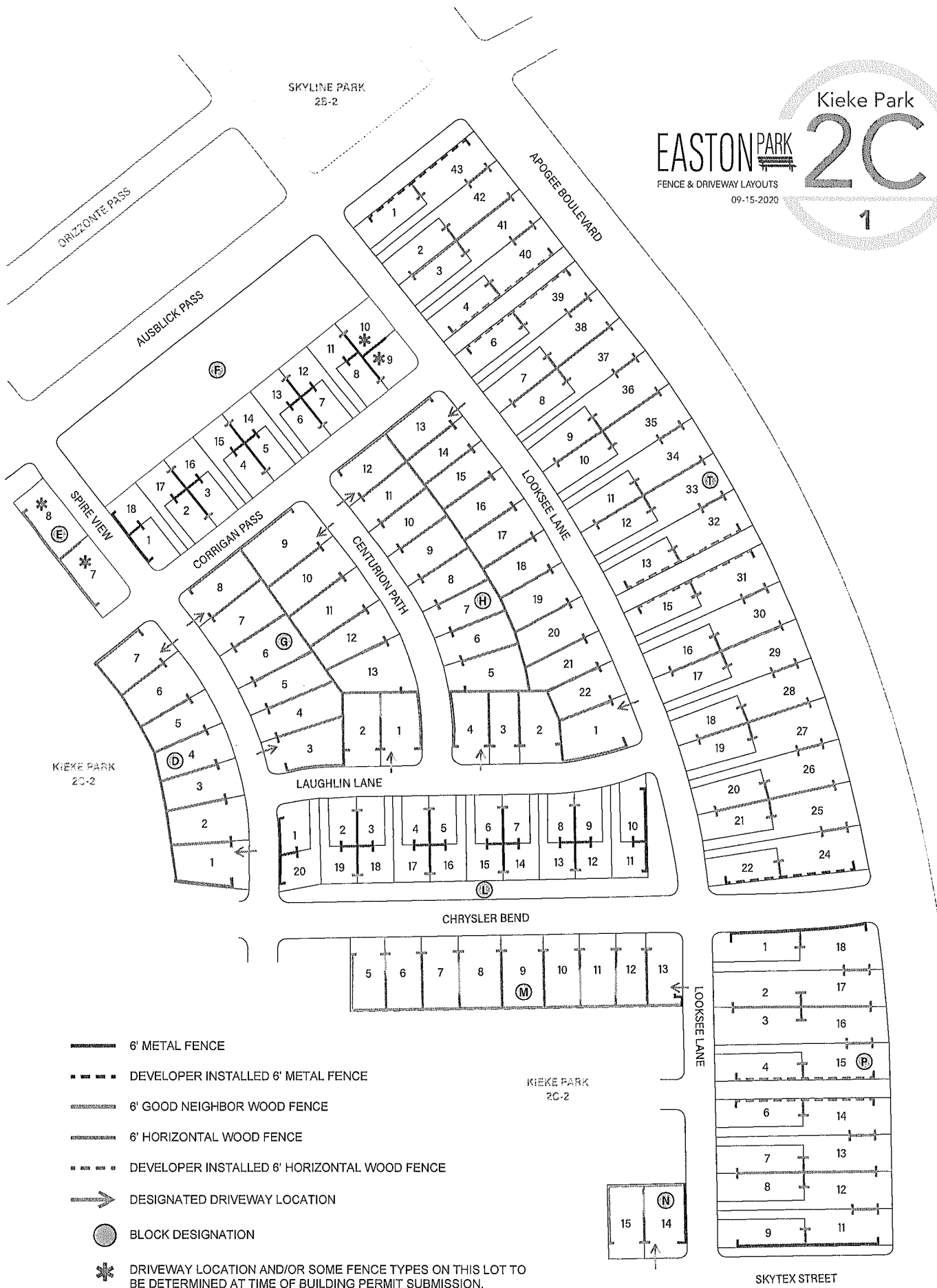
** WOOD FENCES AND DRIVEWAYS SHALL NOT BE INSTALLED UNTIL THE HOME IS NO LONGER TO BE USED AS A MODEL HOME AND IS CONVERTED FOR SALE.

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].





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

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



VARIANCE TO SUPPLEMENTAL RESIDENTIAL DESIGN GUIDELINES

[SECTION 2C, PHASE 1, AND SECTION 2C, PHASE 2]

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 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.



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:

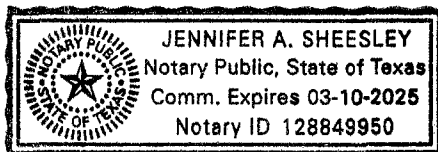
CARMA EASTON LLC,
a Texas limited liability company

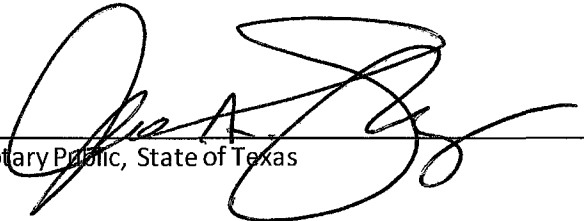
By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

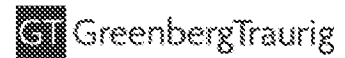
This instrument was acknowledged before me on this 3rd day of June, 2021,
by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on
behalf of said limited liability company.

(seal)





Notary Public, State of Texas

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.



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: [Signature]
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.

[Signature]

Notary Public, State of Texas

(seal)





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 04 2015 11:51 AM

FEE: \$ 38.00 **2015192019**

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-of 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]

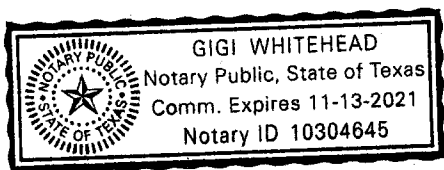
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the Effective Date.

CARMA EASTON, LLC,
a Texas limited liability company

By: [Signature]
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.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

EASEMENT TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SANTIAGO 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" capped iron rod found, and
- 3) N63°01'45"W, a distance of 70.63 feet to a 1/2" 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,

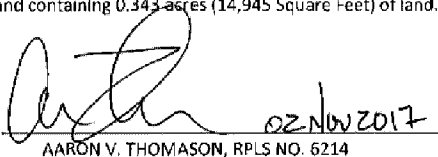
THENCE, N26°58'15"E, with the east line of said Lot 2 and the common west line of said Lot 3, a distance of 30.00 feet to a calculated point, for the northwest corner of the herein described tract of land,

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, Brigrance 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:\C2004LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 1, doc

SKETCH TO ACCOMPANY FIELD NOTES

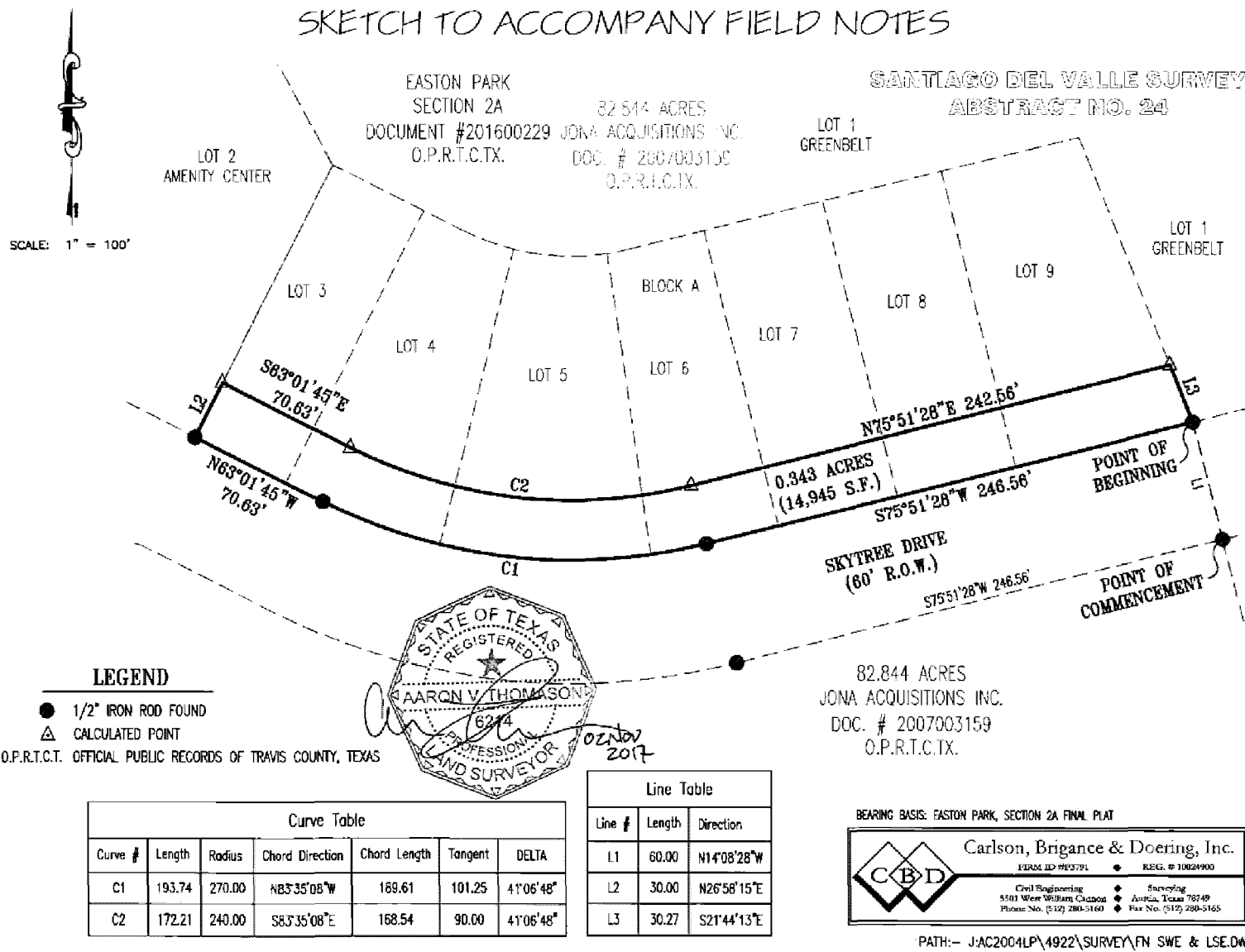


EXHIBIT "B"

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 SANTIAGO 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 1/2" 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 1/2" 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 1/2" 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:

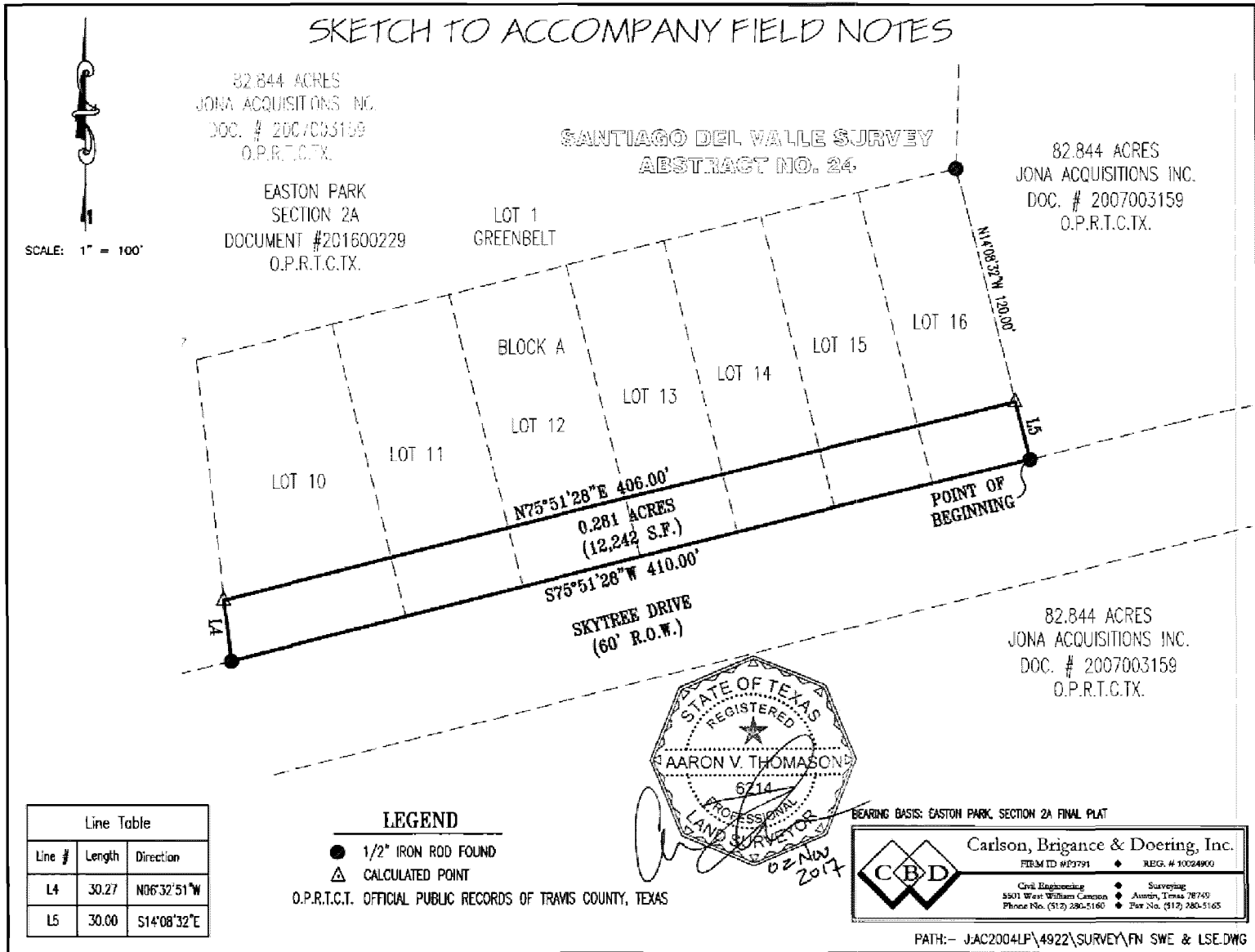
 02 Nov 2017

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigrance 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:\AC2004\LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 2, doc



WEST280872554.1

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-of 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]

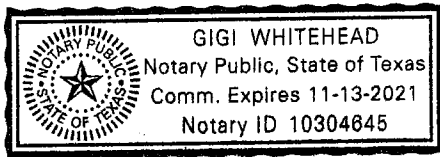
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the Effective Date.

CARMA EASTON, LLC,
a Texas limited liability company

By: [Signature]
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.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

EASEMENT TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SANTIAGO 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" capped iron rod found, and
- 3) N63°01'45"W, a distance of 70.63 feet to a 1/2" 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,

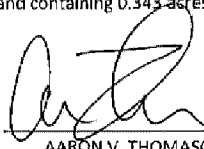
THENCE, N26°58'15"E, with the east line of said Lot 2 and the common west line of said Lot 3, a distance of 30.00 feet to a calculated point, for the northwest corner of the herein described tract of land,

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

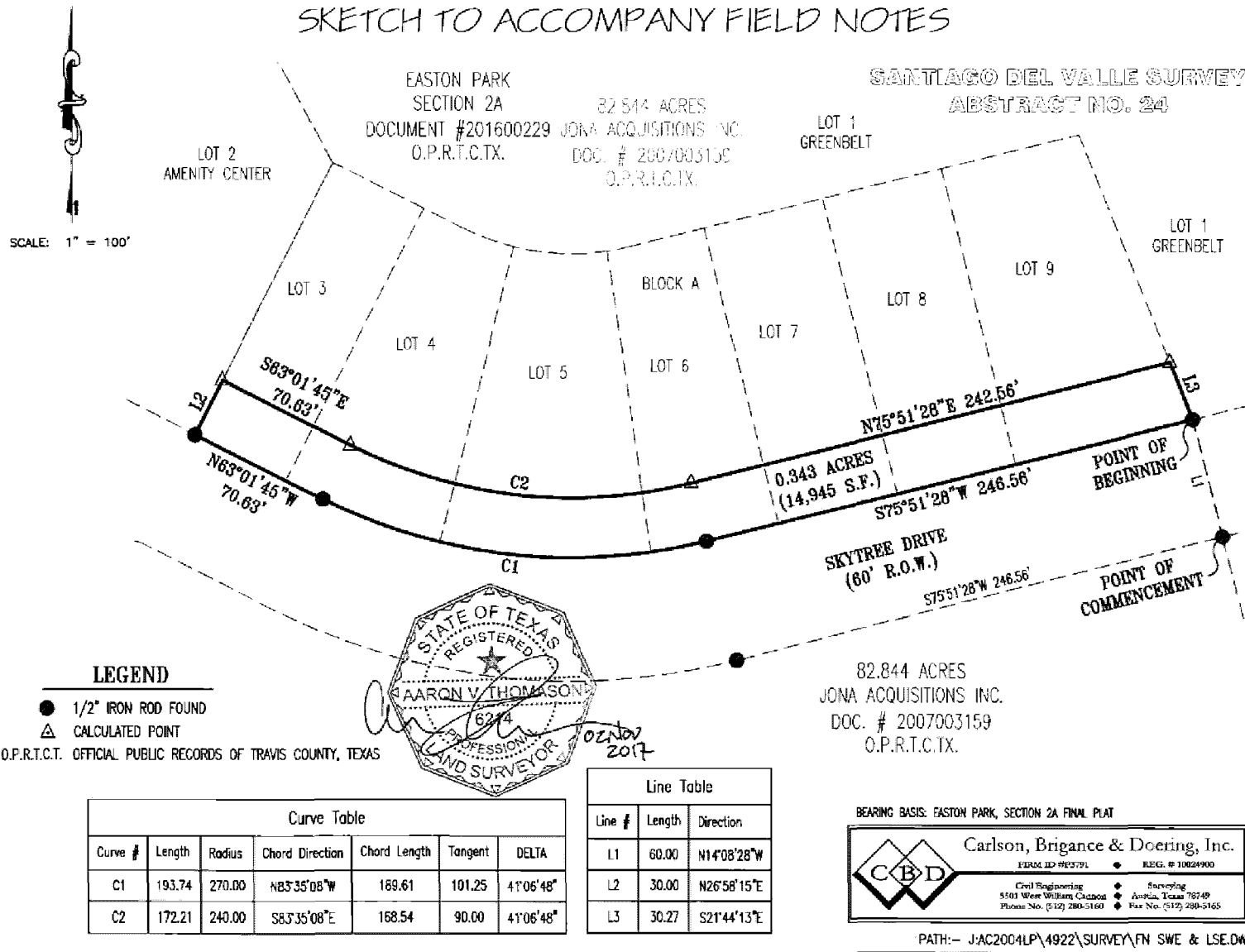
AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigrance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
AARON@cbdeng.com



BEARING BASIS: EASTON PARK, SECTION 2A, FINAL PLAT

J:\AC2004LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 1, doc

SKETCH TO ACCOMPANY FIELD NOTES



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	193.74	270.00	N83°35'08"W	169.61	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

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 SANTIAGO 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 1/2" 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 1/2" 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 1/2" 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, Brigrance 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:\AC2004\LP\4922\SURVEY\FIELD NOTES\FN- SWE & LSE # 2, doc

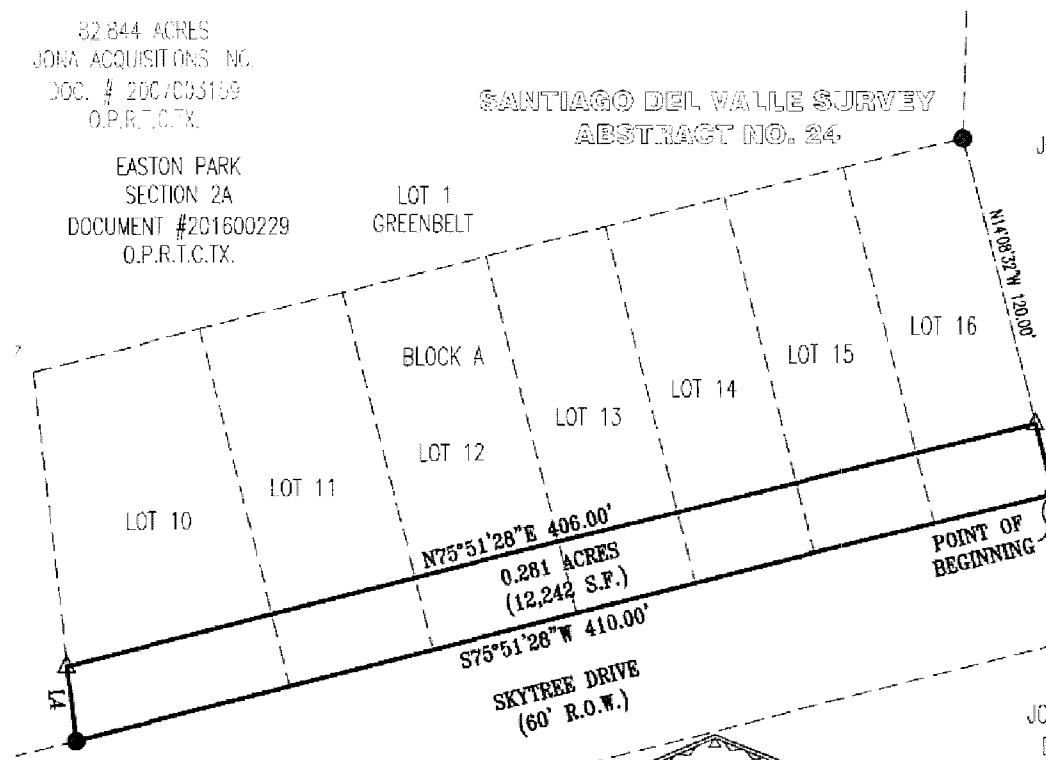
SCALE: 1" = 100'

82.844 ACRES
JONA ACQUISITIONS INC.
DOC. # 2007003159
O.P.R.T.C.TX.

EASTON PARK
SECTION 2A
DOCUMENT #201600229
O.P.R.T.C.TX.

SANTIAGO DEL VALLE SURVEY
ABSTRACT NO. 24

82.844 ACRES
JONA ACQUISITIONS INC.
DOC. # 2007003159
O.P.R.T.C.TX.

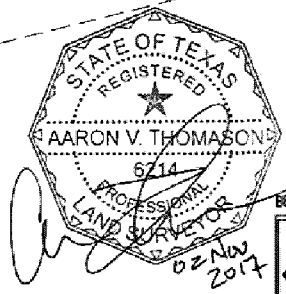


Line Table		
Line #	Length	Direction
L4	30.27	N06°32'51"W
L5	30.00	S14°08'32"E

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, Brigrance & Doering, Inc.

FIRM ID #07791 REG. # 10024900

Civil Engineering Surveying
5501 West William Canyon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH:- JAC2004LP\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

WEST278770929.2

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

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.

UNION PARK WEST CONDOMINIUMS
PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

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:

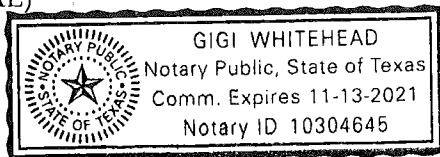
CARMA EASTON LLC, a Texas limited liability company

By: [Signature]
 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)



[Signature]
 Notary Public Signature

ASSIGNEE:

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

By: [Signature]
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)

[Signature: Elizabeth Mayle]
Notary Public Signature

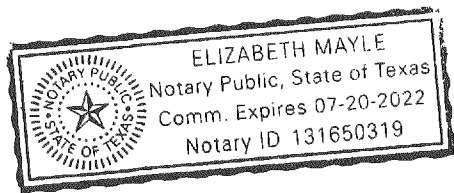


EXHIBIT "A"

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.

EXHIBIT A

UNION PARK WEST CONDOMINIUMS
PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

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



**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

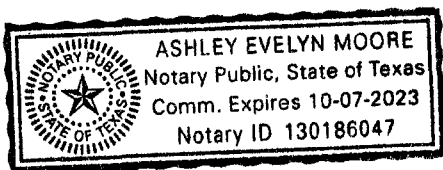
By:

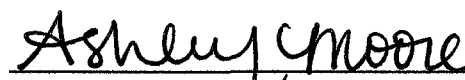

Chad Matheson, Chief Financial Officer

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.

(seal)




Notary Public, State of Texas

EASTON PARK
DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA

*[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:

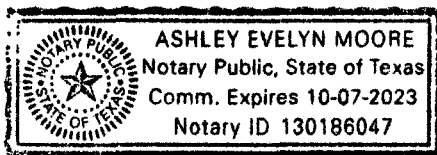
BROOKFIELD RESIDENTIAL TEXAS HOMES LLC,
a Texas limited liability company

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.





Notary Public, State of Texas

EXHIBIT A

EASEMENT AREA

See following two (2) pages.

EXHIBIT A

EASTON PARK
DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA

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 $\frac{1}{4}$ " 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 $S77^{\circ}48'47''W$, 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 $S74^{\circ}30'23''W$, 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, $N09^{\circ}06'16''W$, with the west line of said Lot 15, a distance of 10.15 feet to a calculated point, from which a capped $\frac{1}{4}$ " 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, $N81^{\circ}17'42''E$, 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 2023

AARON V. THOMASON, R.P.L.S. NO. 6214

Carlson, Briggance & Doering, Inc.

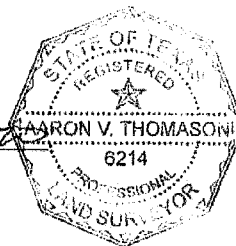
5501 West William Cannon

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

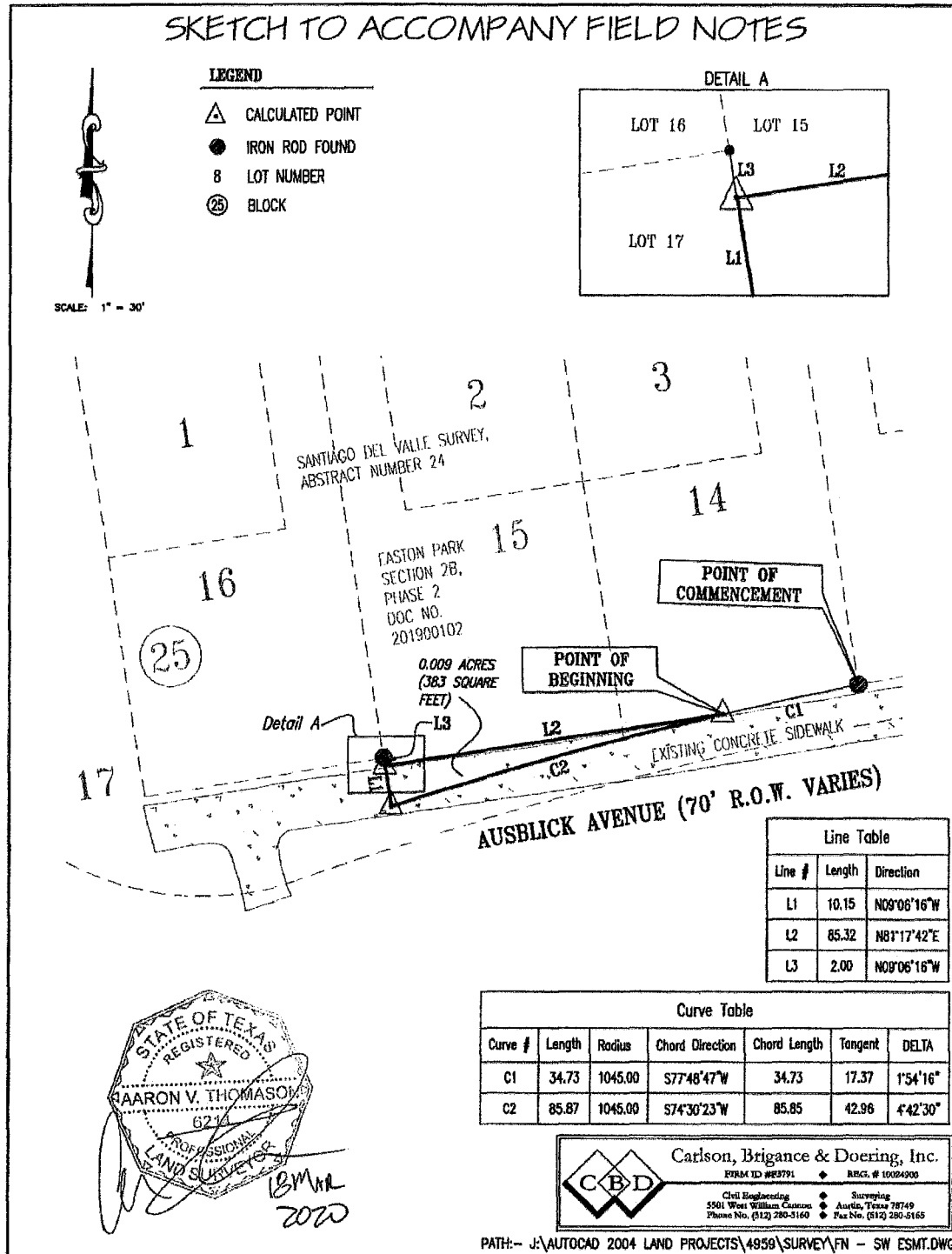


EXHIBIT A

EASTON PARK
DECLARANT DESIGNATION OF SIDEWALK EASEMENT AREA



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.

INTEGRATED PEST MANAGEMENT RESTRICTIVE COVENANT

DB
6

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

September 2019

Page 1 - Integrated Pest Management Restrictive Covenant

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

September 2019

Page 2 - Integrated Pest Management Restrictive Covenant

Executed to be effective on July 30th, 2020

OWNER:
CARMA EASTON LLC., FORMERLY
KNOWN AS JONA ACQUISITION
INC.,
A TEXAS LIMITED LIABILITY
COMPANY

By: [Signature]

Name: Chad Matheson

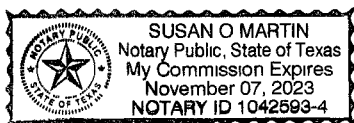
Title: Chief Financial Officer

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]



[Signature]
 Notary Public, State of Texas

APPROVED AS TO FORM:
 CITY OF AUSTIN, TEXAS
 LAW DEPARTMENT

REVIEWED:
 CITY OF AUSTIN, TEXAS
 DEVELOPMENT SERVICES DEPARTMENT

By: [Signature]
 Name: Deborah Thomas

Title: Assistant City Attorney

By: [Signature]
 Name: Sona Singh

Title: Drainage Reviewer

SS
 City Reviewer Initials

September 2019

Page 3 - Integrated Pest Management Restrictive Covenant

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

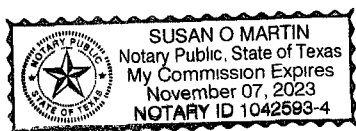
By: 
Name Chad Matheson
Title Chief Financial Officer


**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]




Notary Public, State of

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: C81-2018-0090 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

SS
City Reviewer Initials

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Mar 11, 2021 02:30 PM Fee: \$62.00

2021052105

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 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

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.

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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**

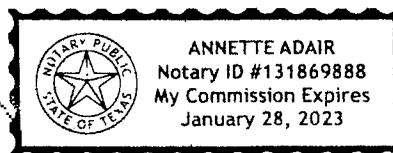
Before me, the undersigned notary, on this day personally appeared Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Limited Liability Company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person 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]

Annette Adair

Notary Public, State of Texas



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 northeasterly 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 northeasterly 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 southernmost corner and the **POINT OF BEGINNING** of the herein described easement;

THENCE, continuing along the southernly line of said Lot 3, Block A, said northeasterly 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;

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 northeastern 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;

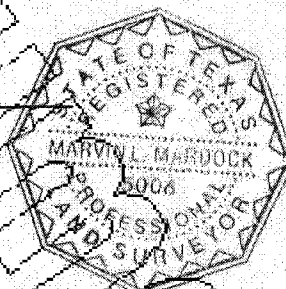
THENCE, over and across said Lots 2, 3 and 4, Block A, the following six (6) courses and distances, number 1 through 6,

- 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)

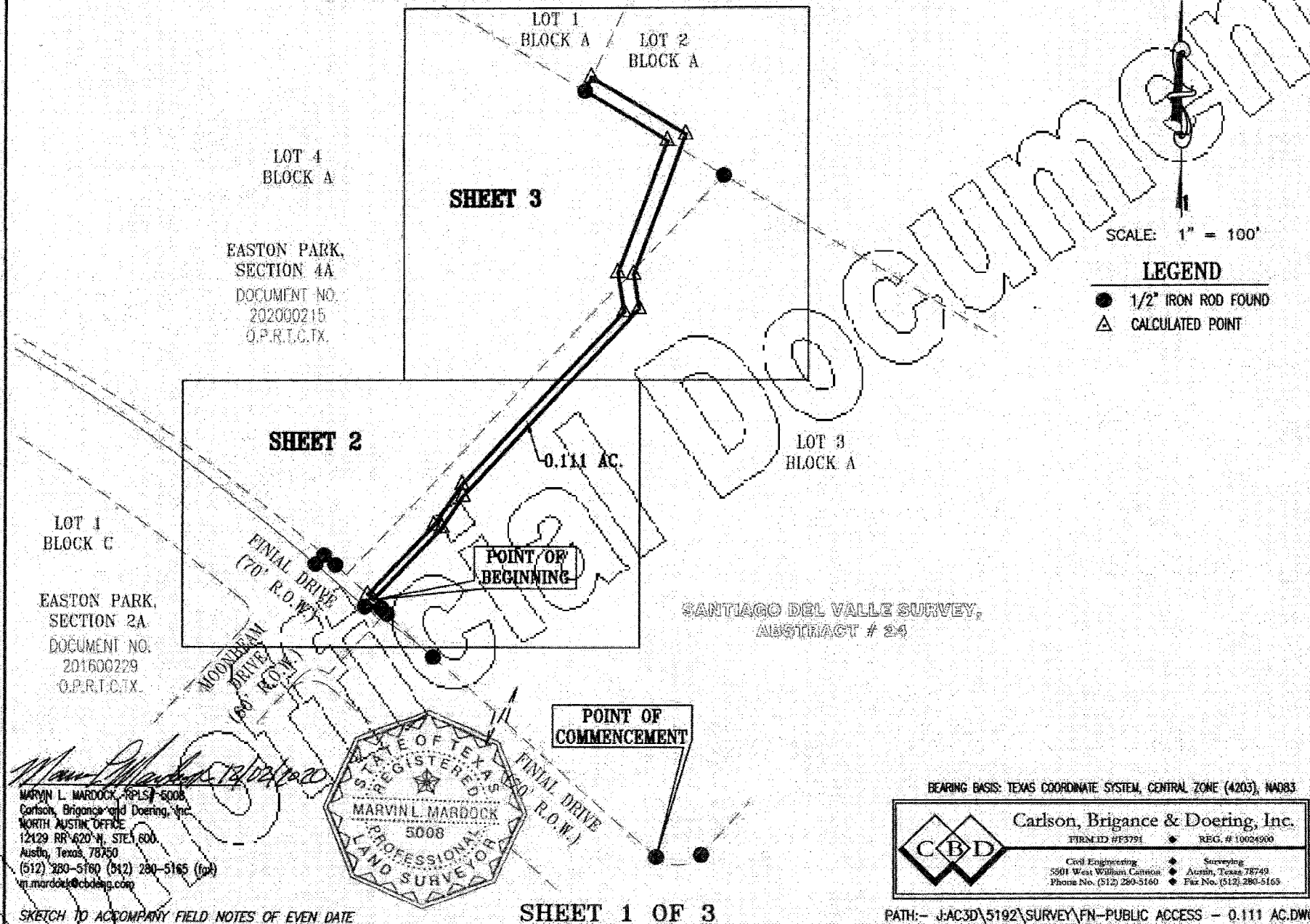
Surveyed by:

Marvin L. Mardock 12/02/2020
 Marvin L. Mardock, RPLS #5008
Carlson, Brigrance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 m.mardock@cbdeng.com



FIELD NOTES TO ACCOMPANY DRAWING: FN-PUBLIC ACCESS - 0.111 AC.DWG OF EVEN DATE

SKETCH TO ACCOMPANY FIELD NOTES



SKETCH TO ACCOMPANY FIELD NOTES

MATCHLINE SHEET 3

EASTON PARK, SECTION 4A
DOCUMENT NO.
202000215
O.P.R.T.C.TX

Line Table		
Line #	Length	Direction
L1	7.27'	N43°25'44"W
L2	39.99'	N33°51'32"E
L6	30.50'	S33°03'09"W

SCALE: 1" = 50'

LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT

LOT 1
BLK C

EASTON PARK,
SECTION 2A
DOCUMENT NO.
201600229
O.P.R.T.C.TX.

MOONBEAM DRIVE
(60' R.O.W.)

POINT OF
BEGINNING

C3

LOT 4 BLOCK A
LOT 3 BLOCK A

LOT 3 BLOCK A

0.111 AC.

POINT OF
COMMENCEMENT

FINAL DRIVE
(70' R.O.W.)

HILLOCK
TERRACE
(60' R.O.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"

SHEET 2 OF 3

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

PATH:- J:\AC3D\5192\SURVEY\FN-PUBLIC ACCESS - 0.111 AC.DWG

SKETCH TO ACCOMPANY FIELD NOTES

EASTON PARK, SECTION 4A
DOCUMENT NO. 202000215
O.P.R.T.C.TX.

0.111 AC.

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

MATCHLINE SHEET 2

SHEET 3 OF 3

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83



Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Canyon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

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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.

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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Executed effective the Date first above stated.

**CARMA EASTON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY**

By: 

Name Chad Matheson

Title: Chief Financial Officer

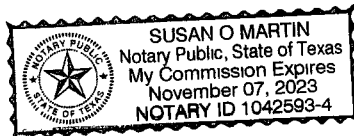
STATE OF TEXAS §

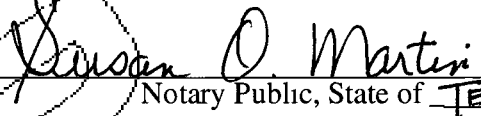
COUNTY OF TRAVIS §

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]




Notary Public, State of TEXAS

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

By _____

Name _____

Title _____

Deborah Thomas
Deborah Thomas
Assistant City Attorney

REVIEWED:

CITY OF AUSTIN, TEXAS
PARKS AND RECREATION DEPARTMENT

By _____

Name _____

Title _____

Justin Stewart
Justin Stewart
Senior Planner

REVIEWED:

CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____

Name _____

Title _____

City Reviewer Initials

Exhibit A

1.023 ACRES
SANTIAGO DEL VALLE SURVEY, ABSTRACT NO. 24
TRAVIS COUNTY, TX
TRAIL EASEMENT

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,

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) S86°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

[Signature] 31 Jan 2020
AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigrance 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)

SKETCH TO ACCOMPANY FIELD NOTES

SCALE: 1" = 200'

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET

KB HOME LONE STAR, INC.
(94.441 ACRES)
DOC NO. 2018195329

SANTIAGO DEL VALLE SURVEY,
ABSTRACT NO. 24

POINT OF
BEGINNING

N26°58'58"E
56.33'

POINT OF
COMMENCEMENT

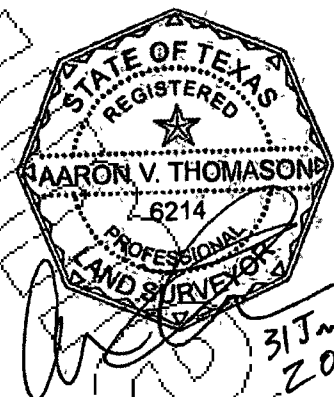
CARMA EASTON, LLC,
(133.849 ACRES)
DOC. NO. 2015069748

1.023 ACRES


JOHN G AND FRANCES
M GARNER TRUST
PITTMAN ADDITION
LOT 1
VOL 76 PG 228

ELIAS VASQUEZ
(4.60 ACRES)
DOC NO.
2009046990

CARMA EASTON,
LLC
(232.233 AC)
DOC NOS
2009003190 &
2016111842



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

	Carlson, Briggance & Doering, Inc.	
	FIRM ID #E3791	REG #A0024900
	Civil Engineering 5501 West William Cannon Phone No (512) 280-5160	Surveying Austin, Texas 78749 Fax No (512) 280-5165

SHEET 1 OF 2


PATH: - J:\AC3D\5091\SURVEY\FN TRAIL ESMT.DWG

SKETCH TO ACCOMPANY FIELD NOTES

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	50.08	N65°29'11"E
L5	216.41	N13°59'23"E
L6	79.17	N26°44'15"E
L7	142.23	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°28'47"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	BEG #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

PATH.- J:\AC3D\5091\SURVEY\FN - TRAIL ESMT.DWG

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

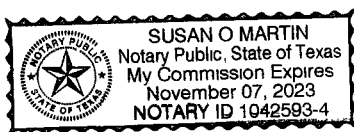
Title: Chief Financial Officer

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

AFTER RECORDING, RETURN TO:

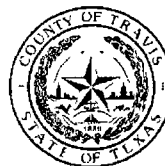
City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767
Project Name: Colton Buff Phase 1
Attn: Justin Stewart
Case No: C8-2019-0217.1B
Related Subdivision File No: SP-2019-0129D

NK

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



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.

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 202000092, 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 1232.233 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

September 2019

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.

Executed to be effective on February 3, ²⁰²¹~~2020~~.

OWNER 1:

**KB Home Lone Star, Inc.,
A Texas Corporation**

By: [Signature]
Name: John Zinsmeyer
Title: Vice President

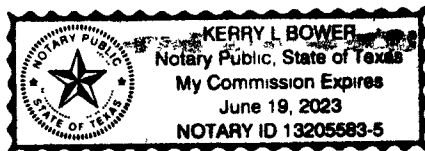
STATE OF TEXAS
COUNTY OF TRAVIS

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~~2020~~

[Seal]

[Signature]
Notary Public, State of Texas



September 2019

Page 4 - Integrated Pest Management Restrictive Covenant

[Signature]
City Reviewer Initials

OWNER 2:

Carma Easton, LLC.,
A Texas limited liability company

By: _____

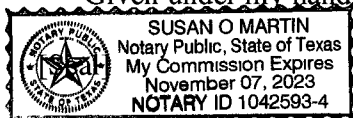
Name: Chad Matheson

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 January 22, 2021.



Notary Public, State of Texas

Susan O. Martin

APPROVED AS TO FORM:
 CITY OF AUSTIN, TEXAS
 LAW DEPARTMENT

REVIEWED:
 CITY OF AUSTIN, TEXAS
 DEVELOPMENT SERVICES DEPARTMENT

By: Deborah Thomas
 Name: Deborah Thomas
 Title: Assistant City Attorney

By: Jay C. Baker
 Name: Jay C. Baker
 Title: Engineer C

JCB
 City Reviewer Initials

September 2019

Page 5 - Integrated Pest Management Restrictive Covenant

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.

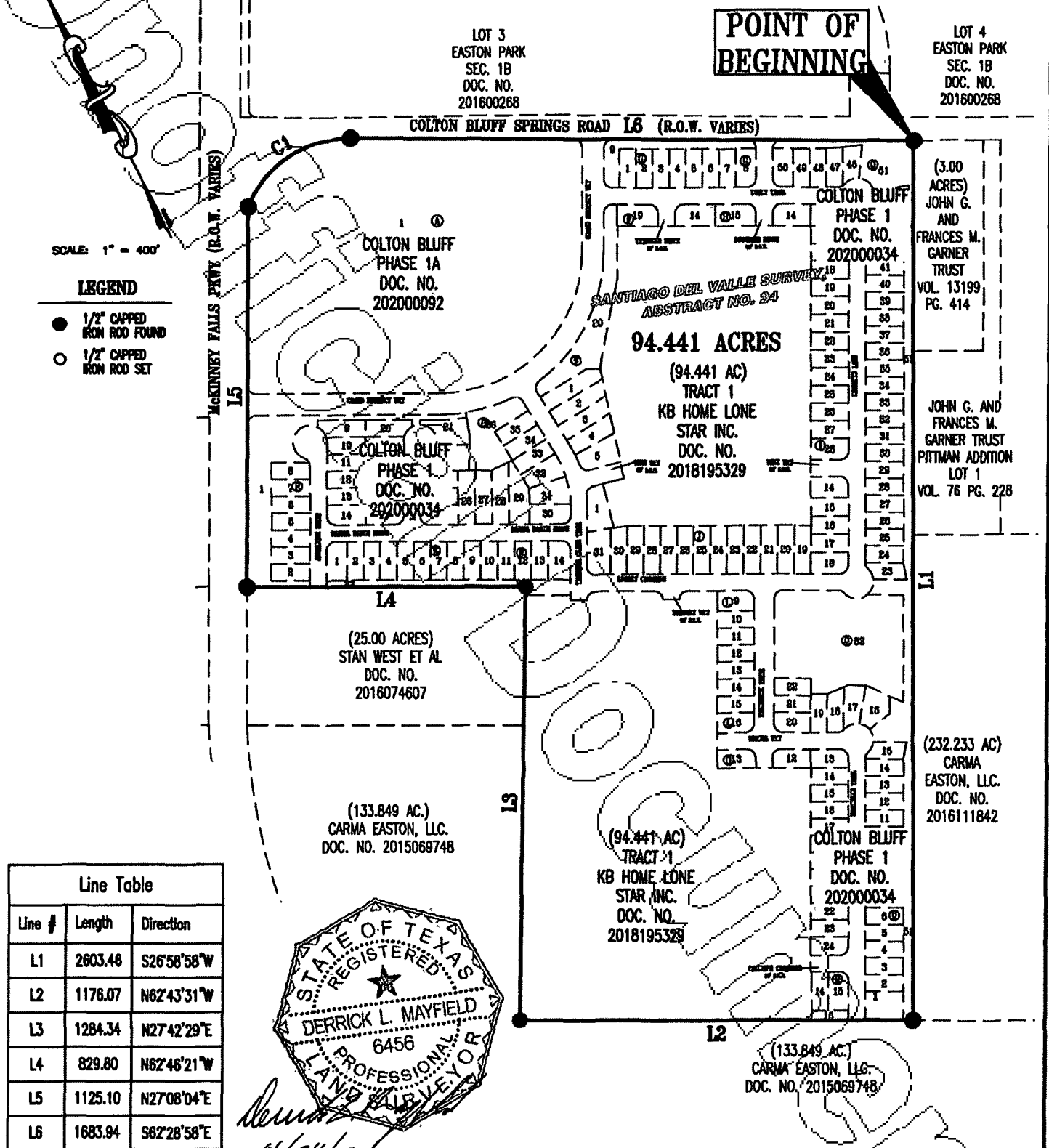
Surveyed by:

Derrick L. Mayfield 06/24/20
Derrick L. Mayfield, R.P.L.S. NO. 6456
Carlson, Brigrance 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



101.525 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " iron rod found stamped "CHAPARRAL", and
4. N62°42'02"W, a distance of 999.19 feet to a capped $\frac{1}{2}$ " 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.),

101.525 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

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 "PELTON", 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,

101.525 ACRES
SANTIAGO DEL VALLE SURVEY
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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,

101 525 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

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 Jun 2020
Aaron V. Thomason, R.P.L.S. NO. 6214

Carlson, Brigrance 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)

SKETCH TO ACCOMPANY FIELD NOTES

LOT 3
EAST PARK
SEC. 18
DOC. NO.
201700288

LOT 4
EAST PARK
SEC. 18
DOC. NO.
201700288

CUSTOM DUFF SPRINGS ROAD (L.A.S. TAYLOR)

ASST. ADJ. 201700288

SANTIAGO DEL VALLE SUBDIVISION
ABSTRACT NO. 34

JOHN C. AND
FRANCIS M.
CARSON TRUST
PATRIMONY ACCTON
SEC. 1
VOL. 70 PG. 228

EAST PARK
SECTION 28,
PHASE 1
DOC. NO.
201700302

SCALE: 1" = 700'

SHEET 2

(133.849 AC.)
CARMA EASTON, LLC.
DOC. NO. 2015029748

EAST PARK
SECTION 28,
PHASE 2
DOC. NO.
201700307

UNSECT. PARK
PHASE 2
EASTON PARK
SECTION 28,
DOC. NO.
202000104

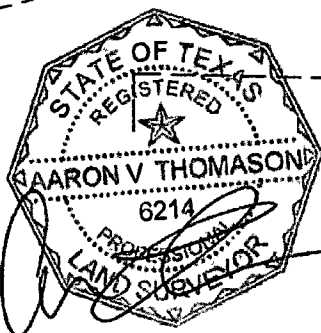
SHEET 1

(20.041 AC.)
CARMA EASTON, LLC.
DOC. NO. 2015102341


(133.849 AC.)
CARMA EASTON, LLC.
DOC. NO. 2015029748

SANTIAGO DEL VALLE SUBDIVISION
ABSTRACT NO. 34

HAYWARD ROAD (W. R.O.V.)



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



Carlson, Brigrance & Doering, Inc.

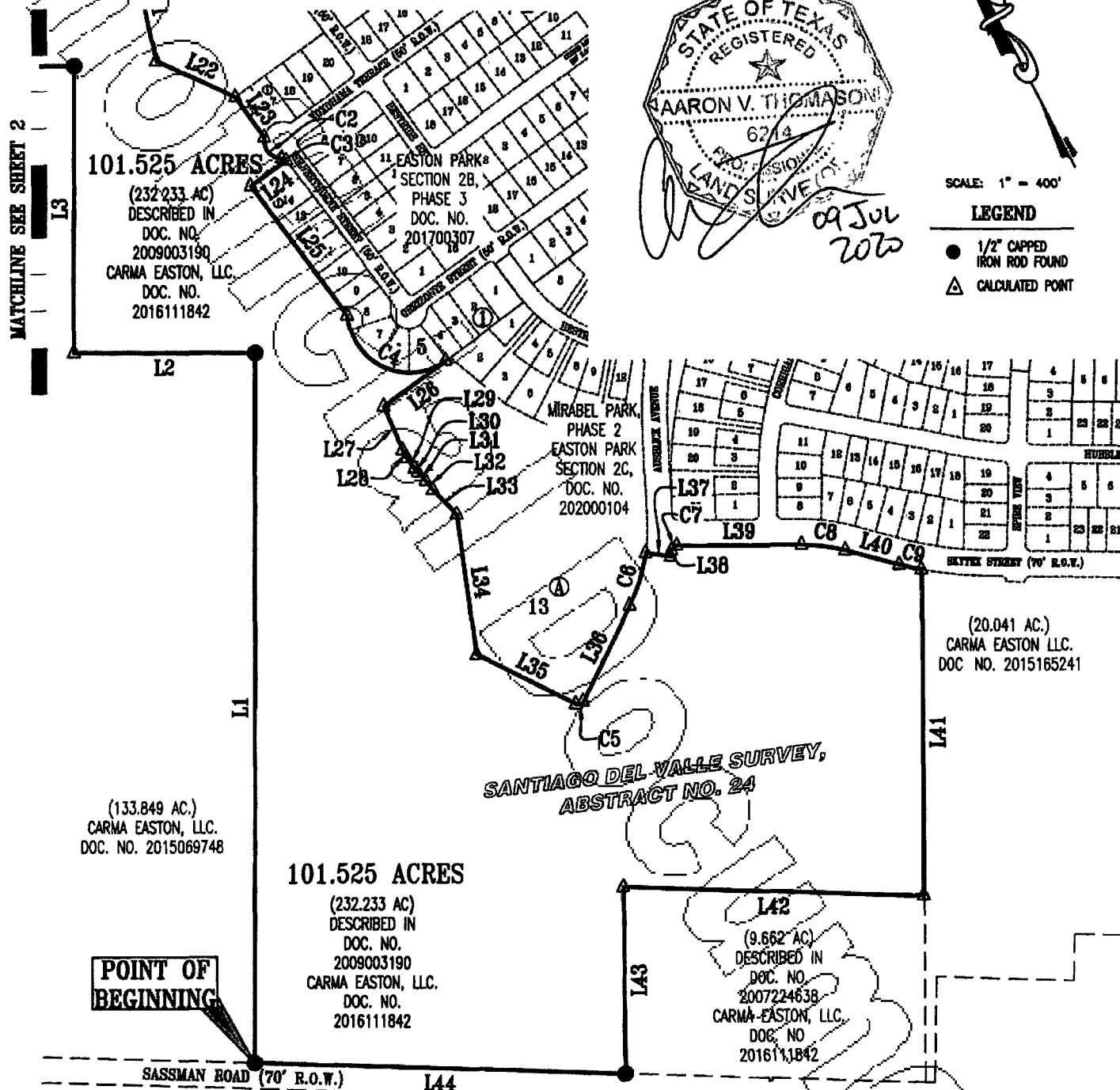
FIRM ID #P3754 REG. # 10084900

Civil Engineering Surveying

5501 West William Cadogan Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165

SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

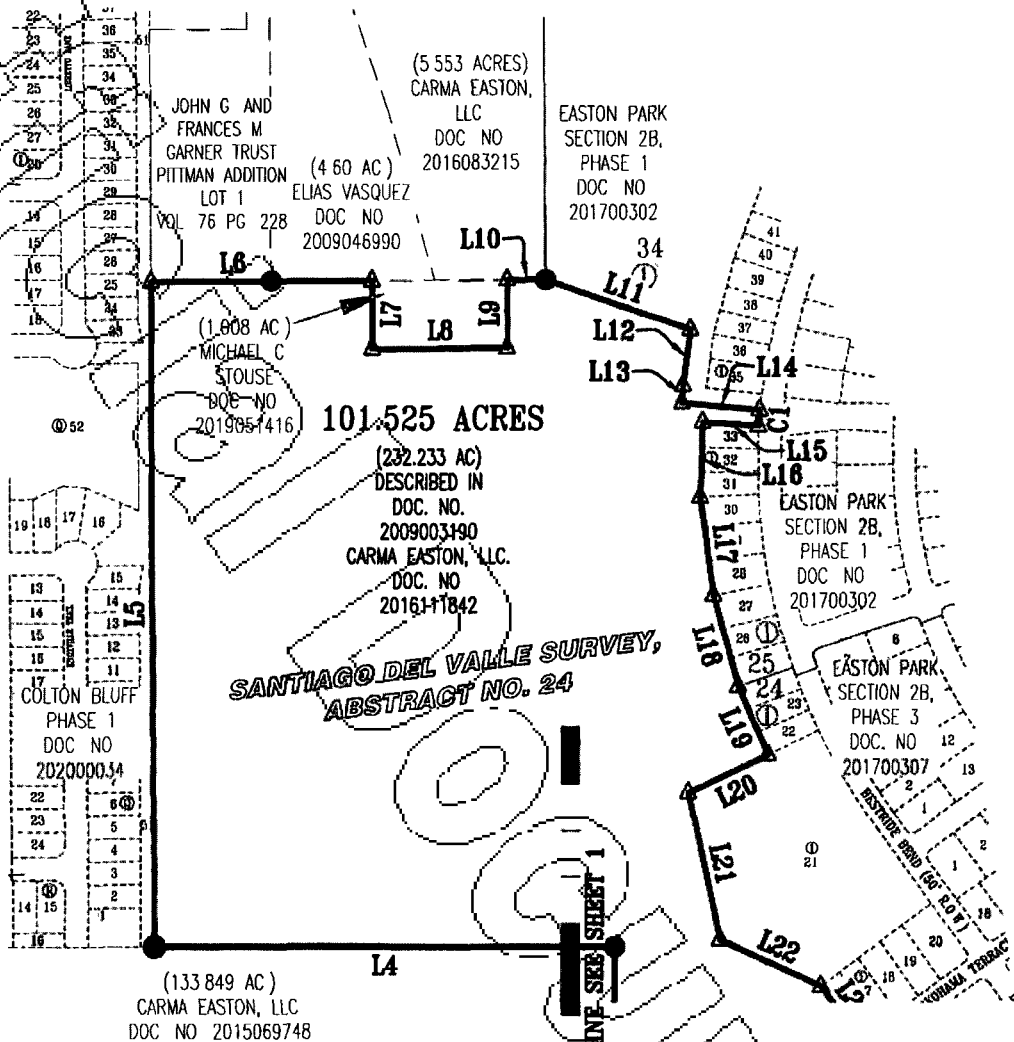
Carlson, Brangace & Doering, Inc.
FIRM ID #23791 REG #10024900
Civil Engineering Surveying
5501 West William Carlson Austin, Texas 78749
Phone No. (512) 280-5180 Fax No. (512) 280-5185

SKETCH TO ACCOMPANY FIELD NOTES


SCALE: 1" = 400'

LEGEND

- 1/2" CAPPED IRON ROD FOUND
- △ CALCULATED POINT



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



Carlson, Brigrance & Doering, Inc.

FIRM ID #R3791 REG # 10084900

Civil Engineering
5501 West William Carlson
Phone No. (512) 280-5186

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

SKETCH TO ACCOMPANY FIELD NOTES

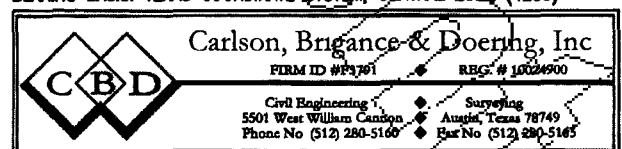
Line Table		
Line #	Length	Direction
L1	1941.73	N27°20'35"E
L2	500.02	N62°41'26"W
L3	783.85	N27°22'03"E
L4	999.19	N62°42'02"W
L5	1437.61	N26°59'42"E
L6	478.06	S63°01'01"E
L7	148.54	S26°58'59"W
L8	295.61	S63°01'01"E
L9	148.54	N26°58'59"E
L10	83.56	S63°01'01"E
L11	331.84	S43°27'52"E
L12	123.15	S34°32'23"W
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	68.44	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)



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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
2. S05°37'45"W, a distance of 48.79 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
3. S13°36'34"W, a distance of 36.12 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
4. S31°19'36"W, a distance of 44.08 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
5. S60°46'19"W, a distance of 45.42 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
6. S32°29'55"W, a distance of 280.00 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
7. S36°02'23"W, a distance of 55.34 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
8. S42°52'32"W, a distance of 51.49 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
9. S49°27'54"W, a distance of 51.49 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
10. S55°57'59"W, a distance of 50.54 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
11. S58°38'11"W, a distance of 333.03 feet to a capped $\frac{1}{2}$ " 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 $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
13. S75°54'21"W, a distance of 254.48 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
14. S66°18'43"W, a distance of 84.05 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
15. S86°29'43"W, a distance of 78.02 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE",
16. N74°16'50"W, a distance of 92.87 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE", and
17. S74°59'42"W, a distance of 114.40 feet to a capped $\frac{1}{2}$ " 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

64.402 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

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:

Derrick L. Mayfield 06/25/2020
DERRICK L. MAYFIELD, R.P.L.S. NO. 6456

Carlson, Brigrance and Doering, Inc.

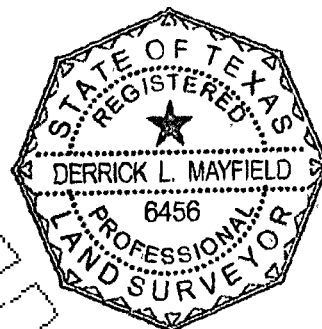
5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

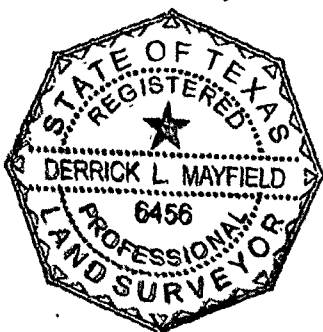
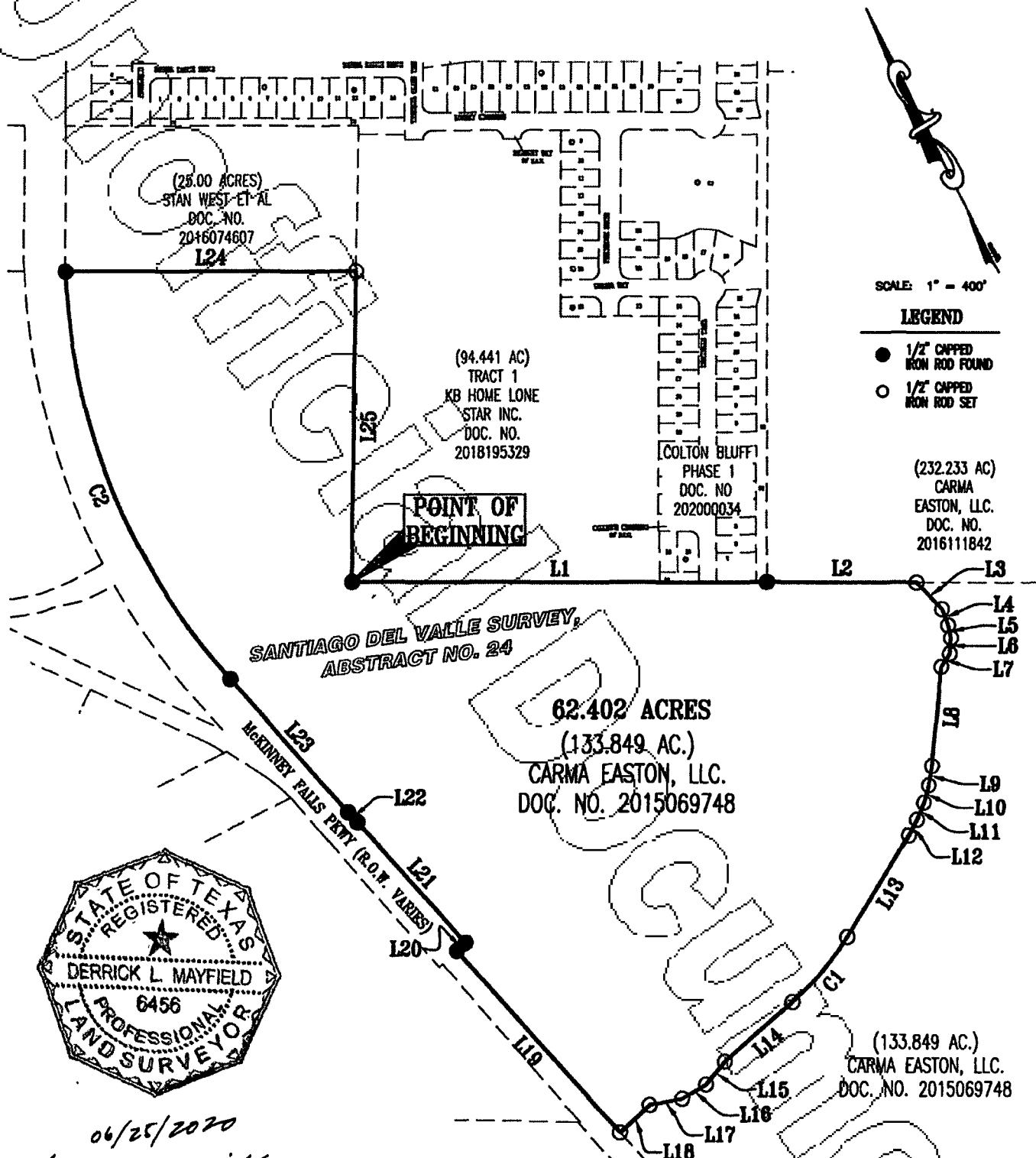
Fax: 512-280-5165

dmayfield@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



06/25/2020

Derrick L. Mayfield

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Briggance & Doering, Inc.

FIRM ID WF3791 REG. # 16024900

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:\Autocad 2004 Land Projects\4902\survey\FN - 62.402 AC


SKETCH TO ACCOMPANY FIELD NOTES

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°46'19"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	1285.88	1842.50	N04°50'51"E	1241.13	659.07	39°21'53"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

	Carlson, Brigrance & Doering, Inc. FIRM ID #F3791 REG. #36024900	
	Civil Engineering 5501 West William Cannon Phone No. (512) 280-5160	Surveying Austin, Texas 78745 Fax No. (512) 280-5165

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

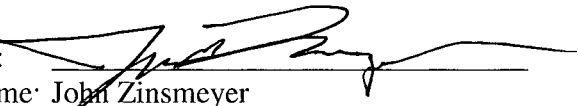
1. Owner holds title to the Property,
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property,
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the 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**

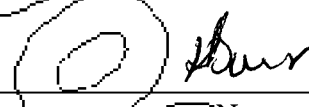
By: 
Name: John Zinsmeyer
Title: Vice President

**STATE OF TEXAS
COUNTY OF TRAVIS**

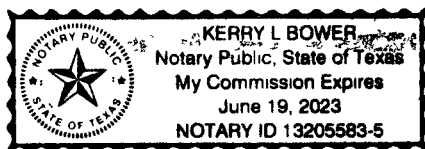
Before me, the undersigned notary, on this day personally appeared John Zinsmeyer, Vice President of KB Home Lone Star, Inc., a Texas Corporation, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed 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



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

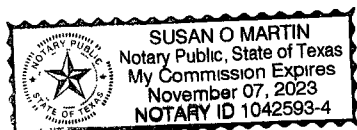
Title: Chief Financial Officer

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

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

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

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



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.



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:

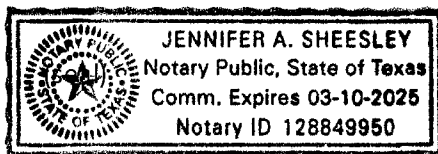
CARMA EASTON LLC,
a Texas limited liability company

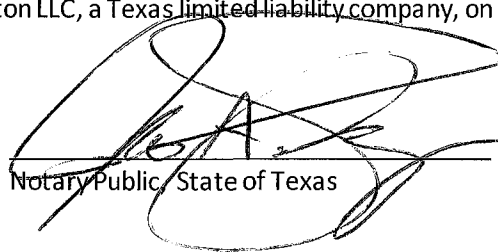
By:


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.




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

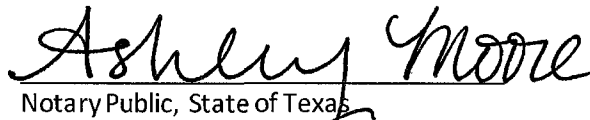
By:


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

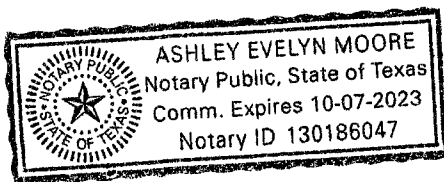


EXHIBIT "A"

(Sidewalk Easement)
Easton Park Section 1B Amended Plat

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:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

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;

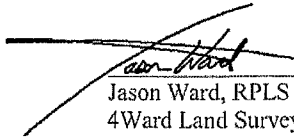
THENCE, leaving said transition from the east right-of-way line of said McKinney Falls Parkway to the south right-of-way line of said E William Cannon Drive, over and across said Lot 1A the following twenty-four (24) courses and distances:

- 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).


Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

5/6/2019



TCAD PARCEL # 882738 & 882739
COA GRID # K-13

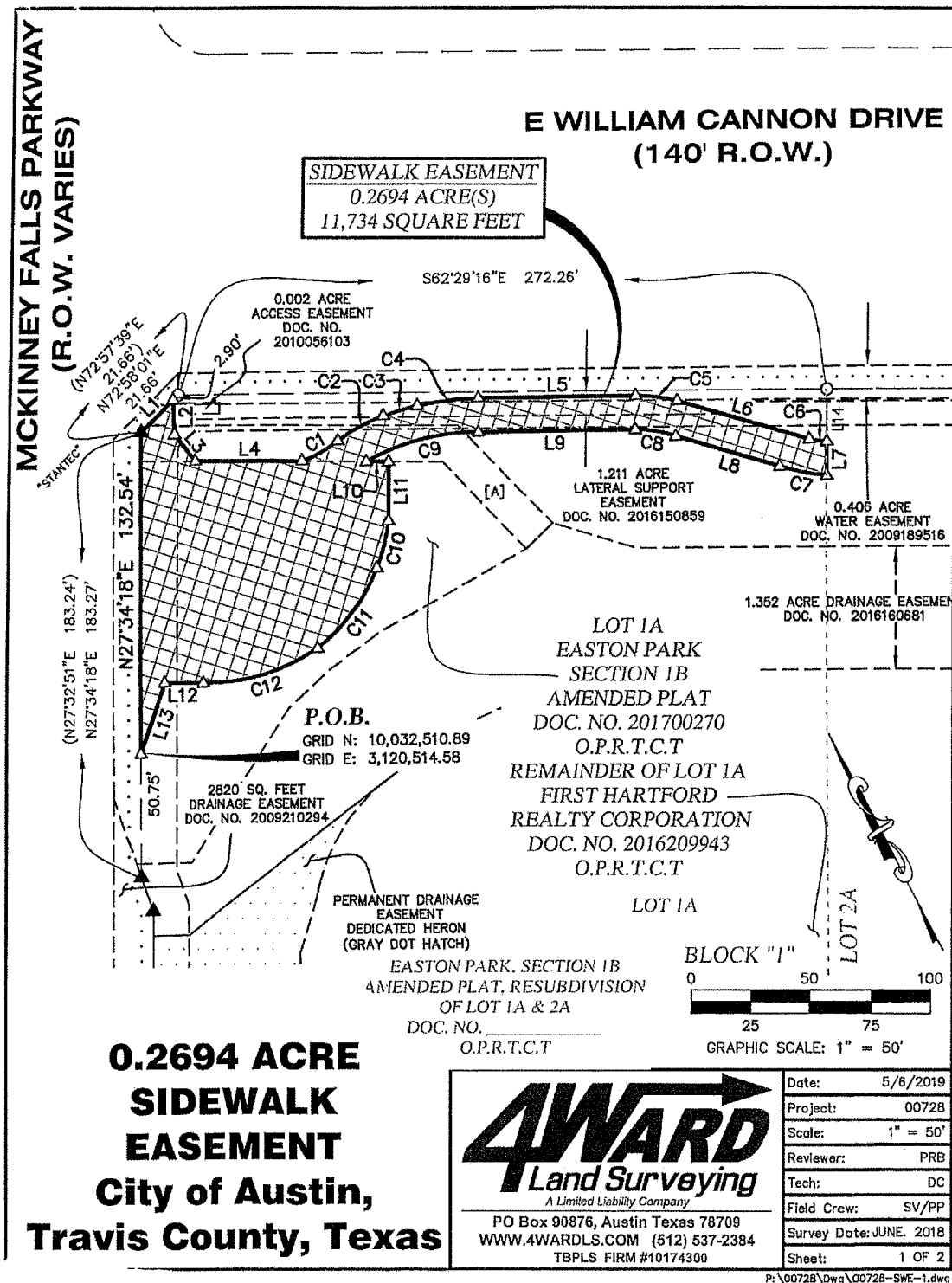


Exhibit "A" – Page 4

EASTON PARK
AMENDED AND RESTATED NOTICE OF DESIGNATION OF COMMON AREA

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'

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

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



Jason Ward
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 <i>Land Surveying</i> <small>A Limited Liability Company</small> 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

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:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

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,

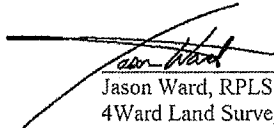
- 28) Along the arc of a curve to the right, whose radius is 17.25 feet, whose arc length is 7.15 feet and whose chord bears S71°46'43"E, a distance of 7.10 feet to a calculated point for an angle point hereof,
- 29) S62°19'44"E, a distance of 90.70 feet to a calculated point for a non-tangent point 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;

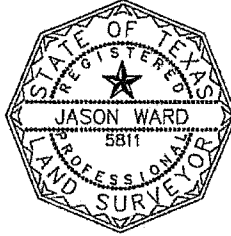
THENCE, with the south right-of-way line of said E William Cannon Drive and the north line of said Lot 2A, along the arc of a curve to the right, whose radius is 1,730.00 feet, whose arc length is 33.39 feet and

whose chord bears $S59^{\circ}37'57''E$, 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.

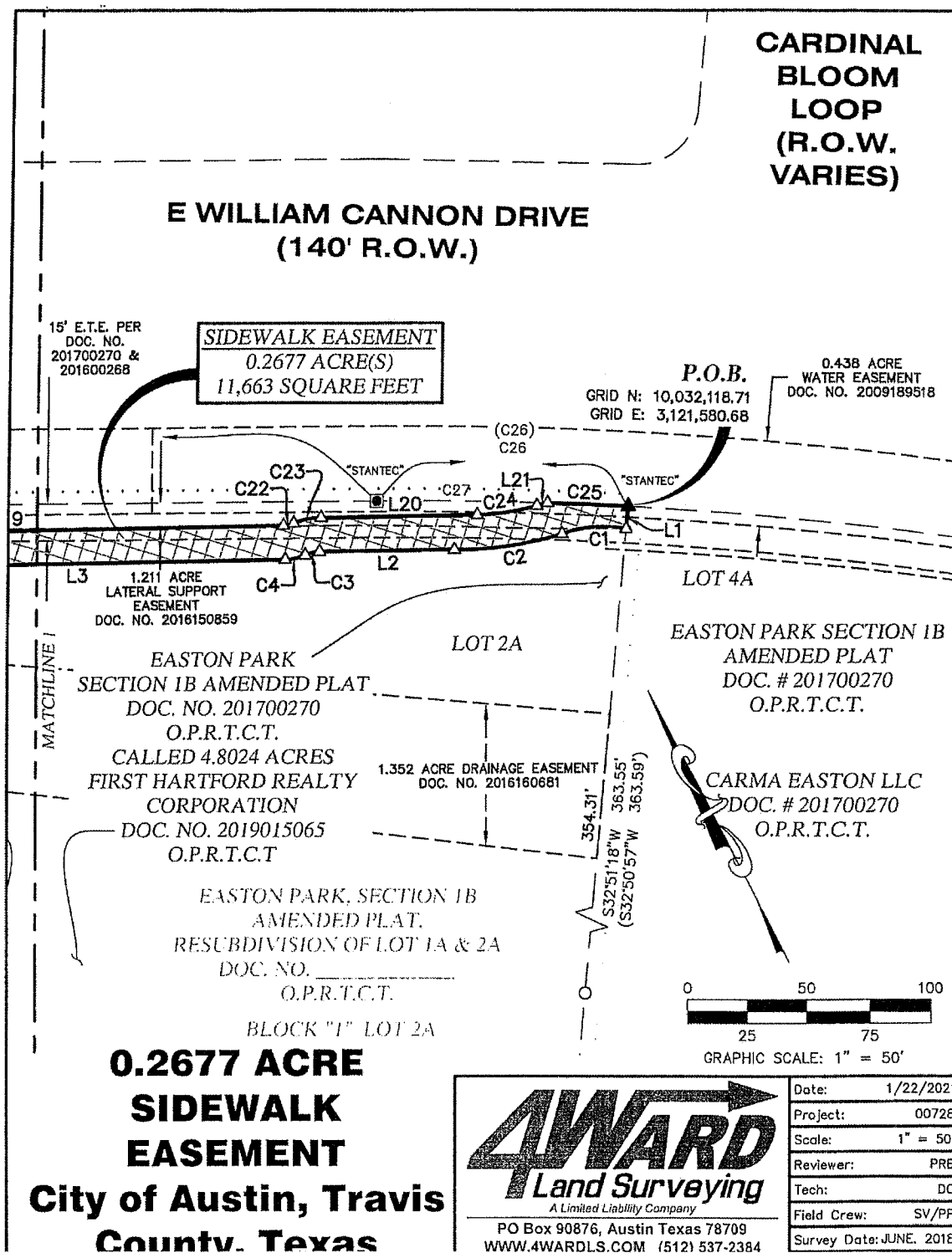
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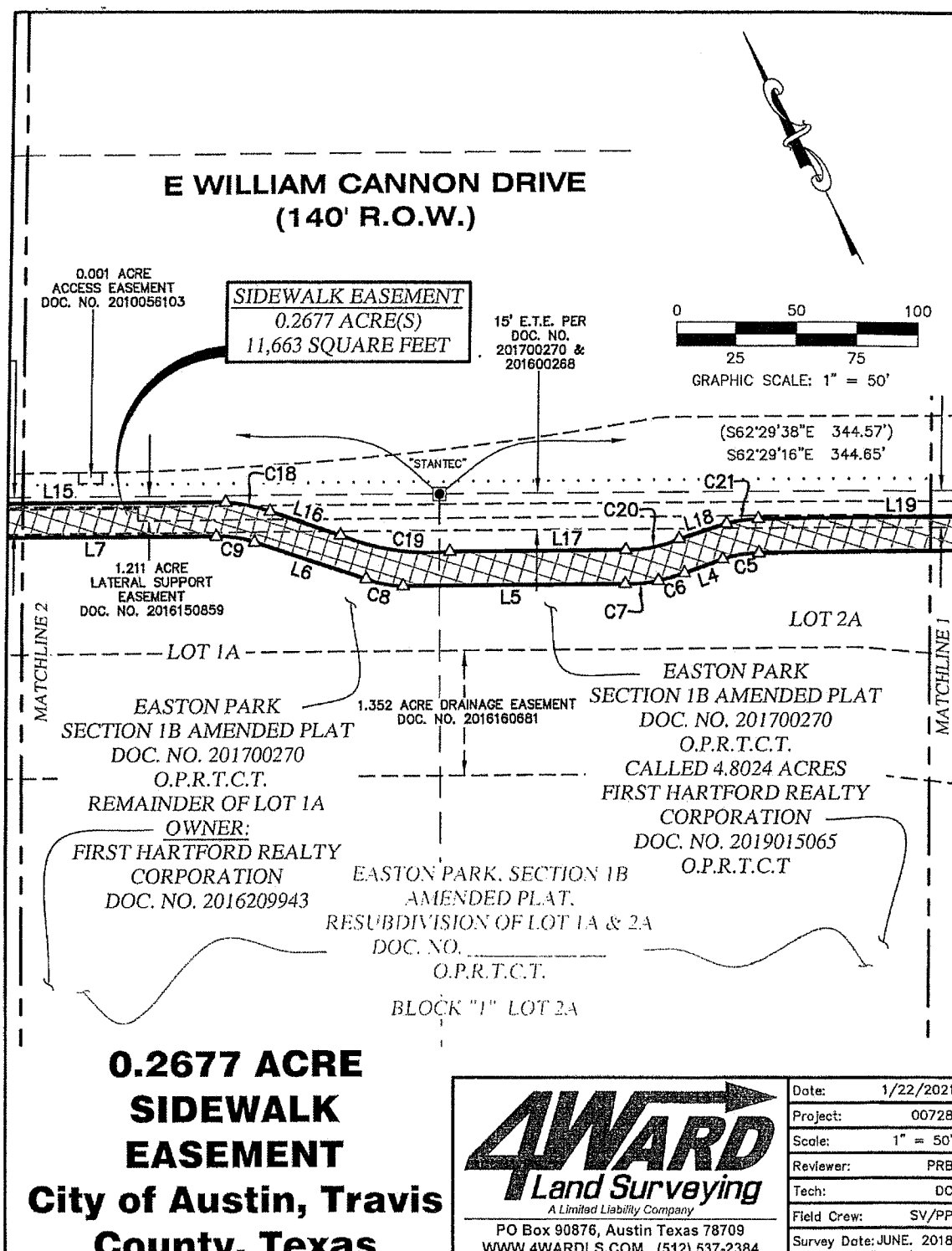
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000040873415. See attached sketch (reference drawing: 00728-SWE-1.dwg).

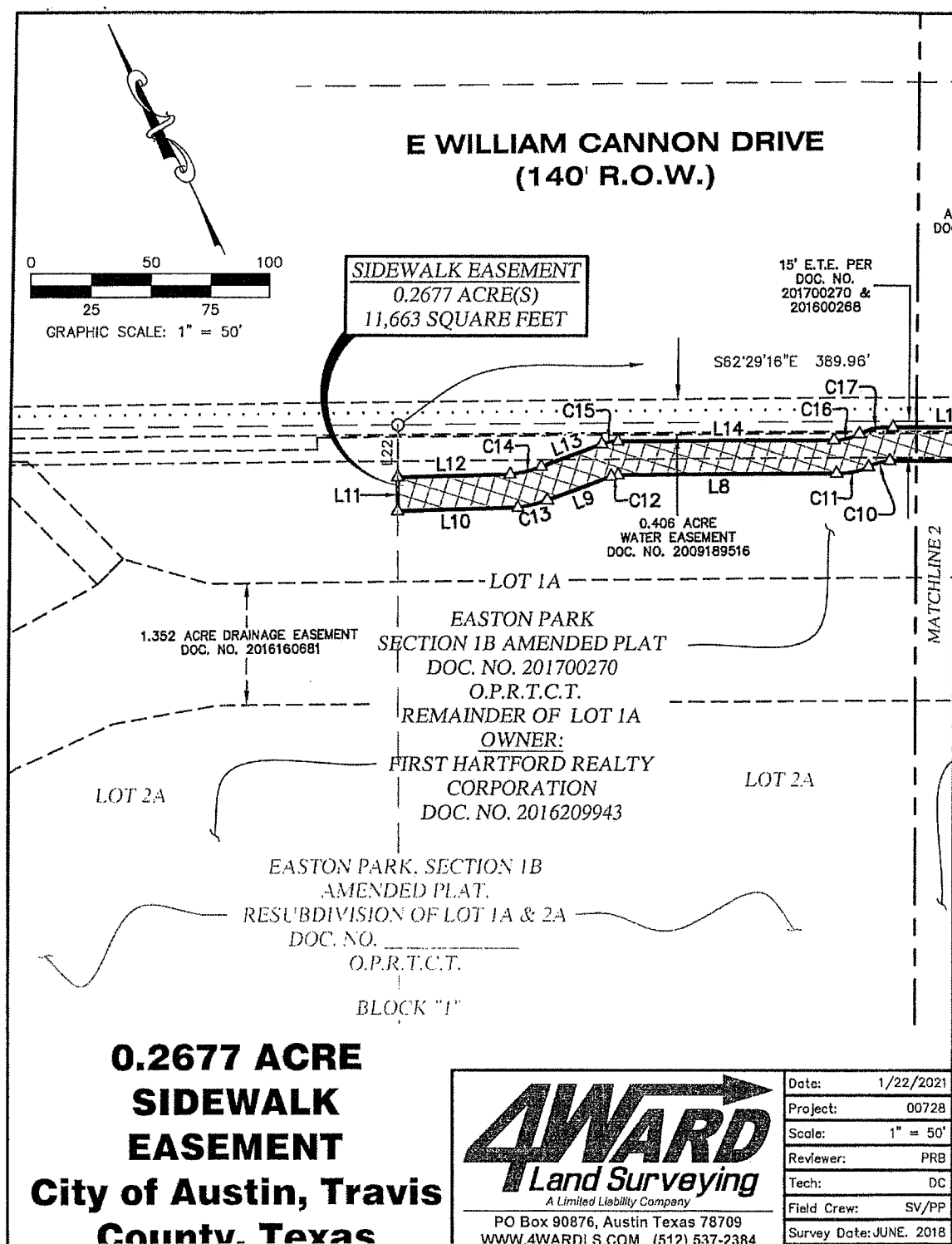
 1/22/2021
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



TCAD PARCEL # 882738 & 882739
COA GRID # K-13







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	45.82'	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**



Date:	1/22/2021
Project:	00728
Scale:	N/A
Reviewer:	PRB
Tech:	DC
Field Crew:	SV/PP
Survey Date:	JUNE, 2018

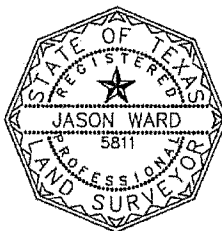
RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C26)	104.38	1,730.00'	3°27'25"	N60°48'29"W	104.36'

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



Jason Ward
1/22/2021

**0.2677 ACRE
SIDEWALK
EASEMENT
City of Austin, Travis
County, Texas**



Date:	1/22/2021
Project:	00728
Scale:	N/A
Reviewer:	PRB
Tech:	DC
Field Crew:	SV/PP
Survey Date:	JUNE, 2018



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.

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

Executed to be effective on June 9, 2021, 2020.

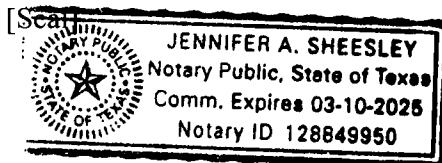
OWNER:
CARMA EASTON LLC., FORMERLY
KNOWN AS JONA ACQUISITION,
INC.,
A TEXAS LIMITED LIABILITY
COMPANY

By: [Signature]
 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.



[Signature]
 Notary Public, State of Texas

APPROVED AS TO FORM:
 CITY OF AUSTIN, TEXAS
 LAW DEPARTMENT

REVIEWED:
 CITY OF AUSTIN, TEXAS
 DEVELOPMENT SERVICES DEPARTMENT

By: [Signature]
 Name: Deborah Thomas
 Title: Assistant City Attorney

By: [Signature]
 Name: David Marquez
 Title: Drainage Reviewer

City Reviewer Initials

**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

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

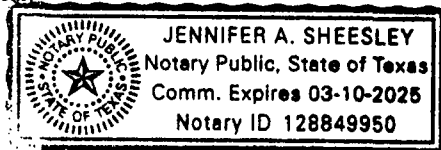
By: 
Name: Chad Matheson
Title: Chief Financial Officer

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]




Notary Public, State of Texas

"EXHIBIT A"

22.040 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

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,

22.040 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

- 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,

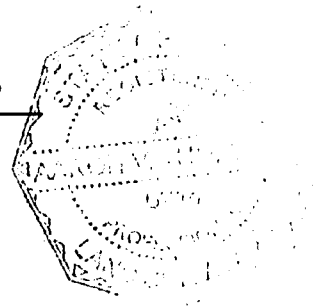
22.040 ACRES
SANTIAGO DEL VALLE SURVEY
ABSTRACT NUMBER 24
TRAVIS COUNTY, TEXAS

- 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:

[Signature] 14 Dec 2020
AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigrance 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)

**PLEASE SEE INFORMATION BELOW AFTER
INTEGRATED PEST MANAGEMENT RESTRICTIVE
COVENANT IS RECORDED**

AFTER RECORDING, PLEASE CALL FOR PICK UP:

Ashley Cuellar Sousa
c/o Carlson, Brigrance & 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.



2021128500

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas

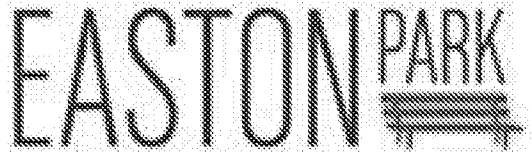
Jun 08, 2021 04:21 PM

Fee: \$62.00

VELASQI

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]

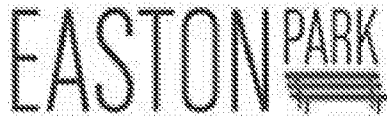
A Mixed-Use Master Planned Community
Travis County, Texas

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.

EASTON PARK
AMENDED AND RESTATED
NOTICE OF ANNEXATION *[SECTION 1A]*



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:

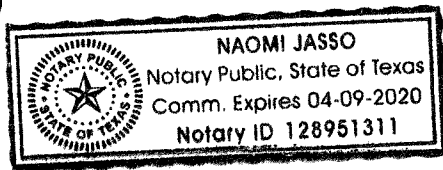
CARMA EASTON LLC,
a Texas limited liability company

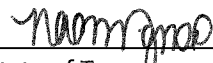
By: 
Chad Matheson, Chief Financial Officer

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.

(seal)




Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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

Dana DeBeauvoir, County Clerk
Travis County, Texas

Nov 14, 2019 12:34 PM Fee: \$38.00

2019179246

Electronically Recorded

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste. 2500
Austin, Texas 78701
jennifer.purcell@ds.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.

EASTON PARK
[UNION PARK WEST CONDOMINIUMS]

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 Recording 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.

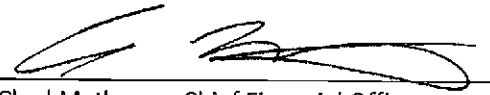
6. **Miscellaneous.** This Notice of Annexation constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this Notice of Annexation shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 7th day of August, 2019.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

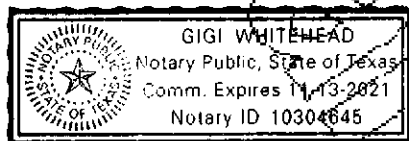
By: 
Chad Matheson, Chief Financial Officer

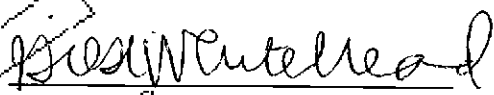
THE STATE OF TEXAS

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)




Notary Public, State of Texas

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]



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:

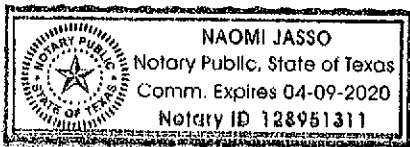
CARMA EASTON LLC,
a Texas limited liability company

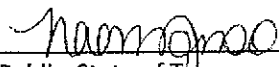
By: 
Chad Matheson, Chief Financial Officer

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)




Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 14 2016 07:35 AM

FEE: \$ 42.00 **2016206243**

AFTER RECORDING RETURN TO:

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



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.



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

§

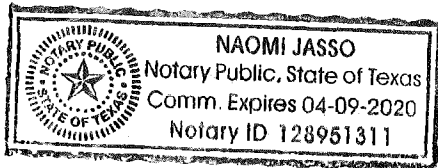
§

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)



Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 04 2018 08:37 AM

FEE: \$ 42.00 **2018001570**

AFTER RECORDING RETURN TO:

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



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.



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 is Recorded.

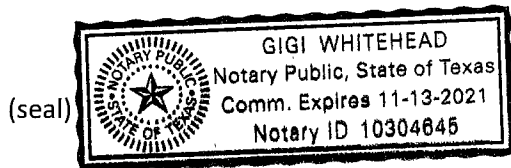
DECLARANT:

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 24th 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.




Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 29 2018 02:43 PM

FEE: \$ 42.00 **2018046545**



Dana DeBeauvoir

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



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.



**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.

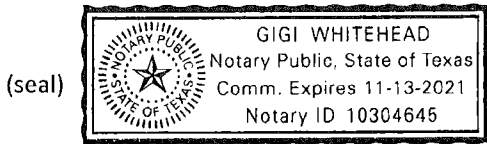
DECLARANT:

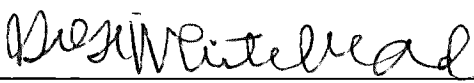
CARMA EASTON LLC,
a Texas limited liability company

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.




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

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.



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]

[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

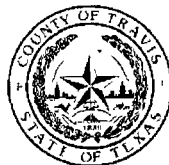
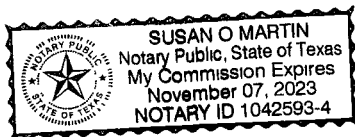
THE STATE OF TEXAS

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



2021040055

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas

Feb 26, 2021 12:21 PM
Fee: \$38.00 MEDINAE

EASTON PARK
NOTICE OF ANNEXATION [SECTION 2A, PHASE 3]

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.



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]

[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

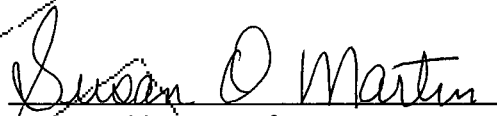

Chad Matheson, Chief Financial Officer

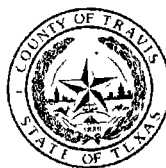
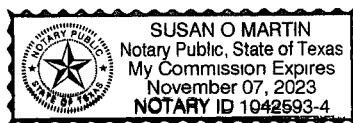
THE STATE OF TEXAS

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.


(seal)


Notary Public, State of Texas



2021040057

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


Dana DeBeauvoir, County Clerk
Travis County, Texas

Feb 26, 2021 12:21 PM
Fee: \$38.00
MEDINAE

AFTER RECORDING RETURN TO:

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



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.



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.

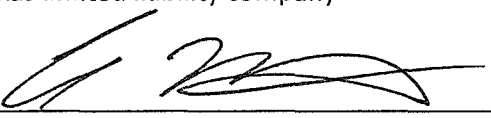
6. **Miscellaneous.** This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded.

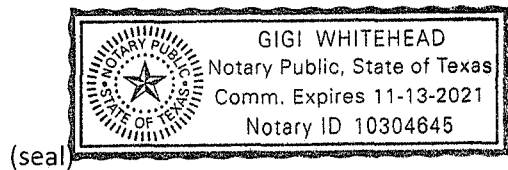
DECLARANT:

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.




Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 22 2017 11:20 AM

FEE: \$ 42.00 **2017202427**



AFTER RECORDING RETURN TO:

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



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.



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

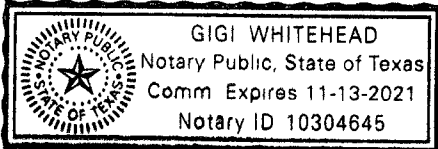
DECLARANT:


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 12th day of May, 2019, by *gw*
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

*Return to:
Sue Welch - TWR Pickup Box*



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas

2019082440

Jun 06, 2019 02:22 PM

Fee: \$38.00 MACEDOS

AFTER RECORDING RETURN TO:

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



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.



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.

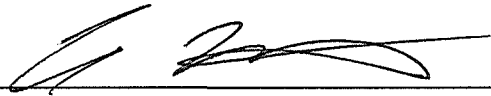
6. **Miscellaneous.** This notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument if Recorded.

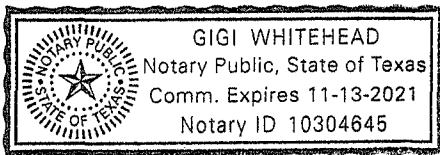
DECLARANT:


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) 


Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 28 2017 10:22 AM

FEE: \$ 42.00 **2017204669**

AFTER RECORDING RETURN TO:

TNR
PICK UP
ATTN SUE WELCH



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.

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

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

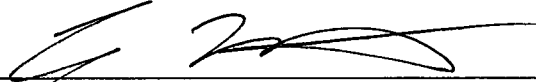
[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this instrument is Recorded

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By



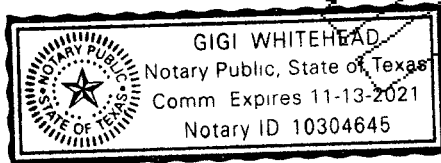
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS

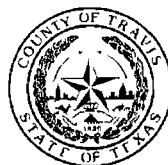
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 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)




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]

**AFTER RECORDING RETURN TO:**

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



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.

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 4 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

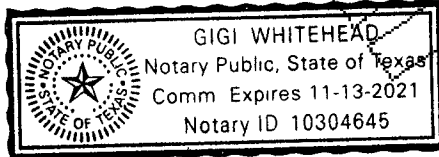
By 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 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

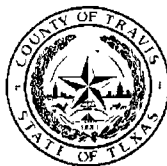
(seal)





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, County Clerk
Travis County, Texas

2020090078

Jun 02, 2020 04:42 PM

Fee: \$38.00

RENTERIAKI

After Recording, Return To:

William B. 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

§

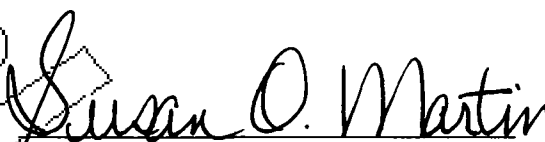
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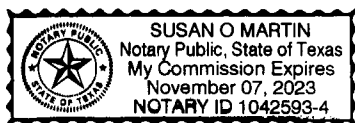
COUNTY OF TRAVIS

§


2020 This instrument was acknowledged before me on this 28th day of April,
2019, 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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


Dana DeBeauvoir, County Clerk
Travis County, Texas

2021125311

Jun 04, 2021 12:32 PM
Fee: \$38.00 **ANDERSOND**

After Recording, Return To:

William B. 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.



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

§

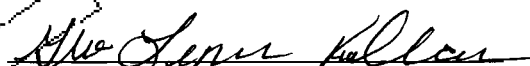
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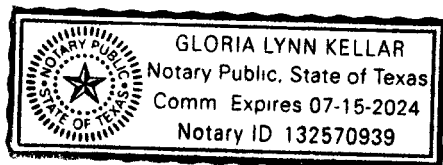
COUNTY OF TRAVIS

§

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



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

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: [Signature]
Name: Deborah Thomas
Title: Assistant City Attorney

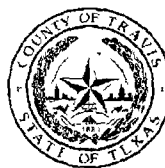
By: [Signature]
Name: [Signature]
Title: [Signature]

✓ **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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]

Dana DeBeauvoir, County Clerk
Travis County, Texas

2020184638

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



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



A handwritten signature in cursive script that reads "Coby Shorter III".

Coby Shorter, III
Deputy Secretary of State

JAN 26 2015

**CERTIFICATE OF FORMATION
OF
EASTON PARK MASTER COMMUNITY, INC. Corporations Section**

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

Carey Gunn Venditti

ADDRESS

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:

<u>NAME</u>	<u>ADDRESS</u>
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.

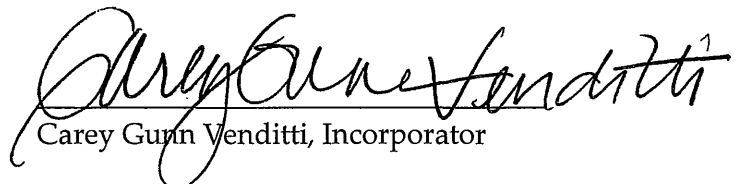
ARTICLE XIII ACTION WITHOUT MEETING

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 ($\frac{2}{3}$) 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 Gurn 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.

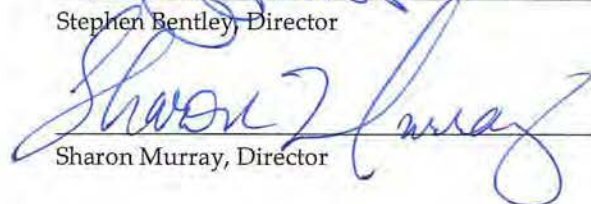
2nd IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the Feb day of Feb, 2015.



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



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 27 day of JUNE, 2019.

CARMA EASTON, LLC, a Texas limited liability company

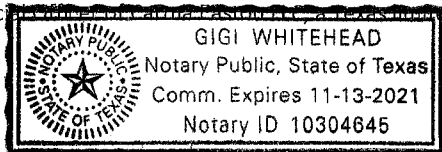
By: 

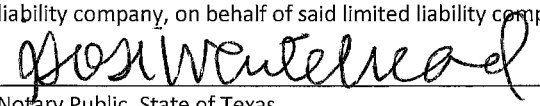
Chad Matheson, Chief Financial Officer

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)





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 MASTER COMMUNITY, INC.
THIRD AMENDED AND RESTATED POLICY MANUAL



**THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]**

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THIRD AMENDED AND RESTATED POLICY MANUAL

for



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 be 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

CERTIFICATE OF FORMATION
OF
EASTON PARK MASTER COMMUNITY, INC. **Corporations Section**

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

Carey Gunn Venditti

ADDRESS

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:

<u>NAME</u>	<u>ADDRESS</u>
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 ($\frac{2}{3}$) 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 Gurn Venditti, Incorporator

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EASTON PARK MASTER COMMUNITY, INC.
CERTIFICATE OF FORMATION

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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 (10th) day or earlier than the sixtieth (60th) 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 incurable 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 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, 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 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, 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 | (4) Other attorney's fees |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments | (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 \times 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 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.

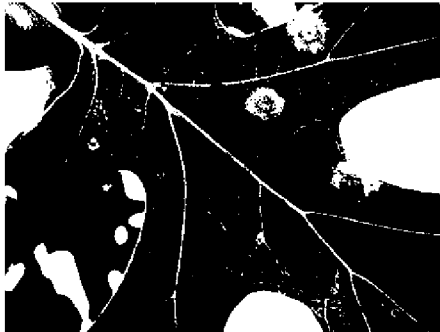
CAUSAL AGENT

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 $\frac{1}{4}$ - $\frac{1}{2}$ 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.



SEVERE INFECTIONS
on RED OAK

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 FACILITIES 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

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: _____
 Signature: _____
 Date: _____

Printed Name: _____
 Signature: _____
 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

AFTER RECORDING RETURN TO:WINSTEAD
ATTORNEYS

Carey Gunn Venditti, Esq.
WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
cvenditti@winstead.com



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.



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: [Signature]

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.



[Signature]
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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 PAPAVALIOU 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

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



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.



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

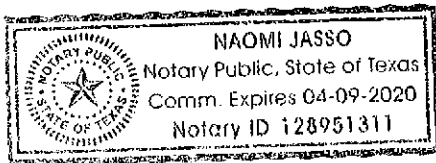
By: [Signature]
Printed Name: CHAD MATHESON
Title: CFO

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.

(seal)

[Signature]
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]
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

This space reserved for office use.



**Statement of Change of
Registered Office/Agent**

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

3

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)



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

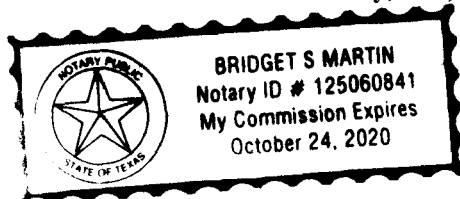
Kelley Brewster

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.

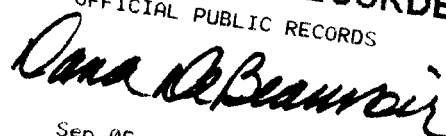


Bridget S. Martin
Notary Public, State of Texas

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



Sep 06, 2017 03:32 PM

WILLIAMSJ: \$26.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

2017143857

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



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.



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: 

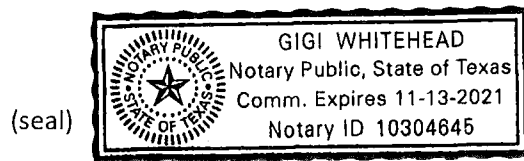
Printed Name: Chad Matheson

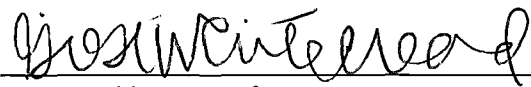
Title: Chief Financial Officer

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.





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



**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.

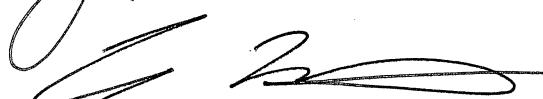
3. Ratification and Authorization of Action. RESOLVED, that the Association hereby ratifies all actions taken to date by the Declarant and the Board of Directors of the Association in order to accomplish the adoption of the Third Amended and Restated Policy Manual.

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."

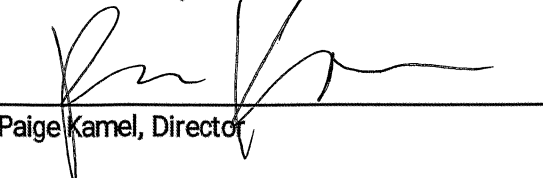
EXECUTED on the 26th day of June, 2019, to be effective as of the Effective Date set forth above.



Luke Gosda, Director



Chad Matheson, Director



Paige Kamel, Director

EASTON PARK MASTER COMMUNITY, INC.
DIRECTORS' RESOLUTION AND CONSENT

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



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 27 day of JUNE, 2019.

CARMA EASTON, LLC, a Texas limited liability company

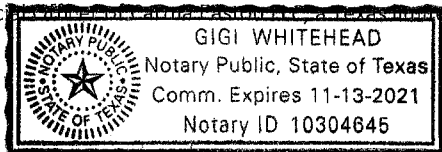
By: 

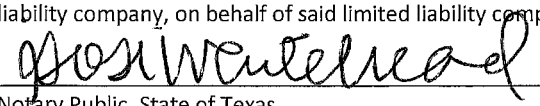
Chad Matheson, Chief Financial Officer

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)




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 MASTER COMMUNITY, INC.
THIRD AMENDED AND RESTATED POLICY MANUAL



**THIRD AMENDED AND RESTATED POLICY MANUAL
[RESIDENTIAL]**

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5.	AMENDED AND RESTATED RECORDS INSPECTION, COPYING AND RETENTION POLICY	ATTACHMENT 5
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THIRD AMENDED AND RESTATED POLICY MANUAL

for



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 be 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

CERTIFICATE OF FORMATION
OF
EASTON PARK MASTER COMMUNITY, INC. **Corporations Section**

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

Carey Gunn Venditti

ADDRESS

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:

<u>NAME</u>	<u>ADDRESS</u>
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 ($\frac{2}{3}$) 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 Gurn Venditti, Incorporator

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EASTON PARK MASTER COMMUNITY, INC.
CERTIFICATE OF FORMATION

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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 (10th) day or earlier than the sixtieth (60th) 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 incurable 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 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, 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 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, 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 | (4) Other attorney's fees |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments | (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 \times 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 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.

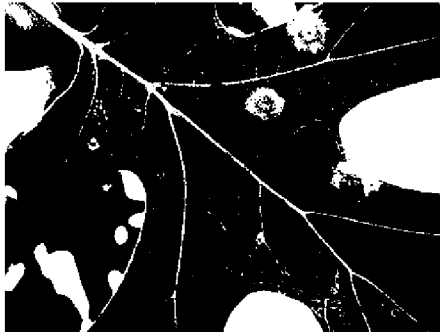
CAUSAL AGENT

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 $\frac{1}{4}$ - $\frac{1}{2}$ 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.



SEVERE INFECTIONS
on RED OAK

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.

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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 FACILITIES 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

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: _____
 Signature: _____
 Date: _____

Printed Name: _____
 Signature: _____
 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.



Dana DeBeauvoir

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.

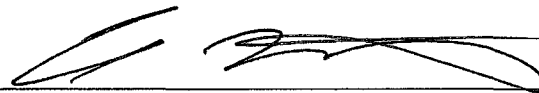
- (i) Easton Park First Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019081452, Official Public Records of Travis County, Texas.
- 5. The name and mailing address of the association: Easton Park Master Community, 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 MATHESON

Title: PRESIDENT

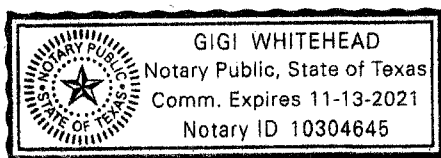
THE STATE OF TEXAS §


§

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)




Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

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.



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:

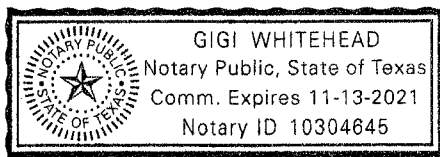
CARMA EASTON LLC,
a Texas limited liability company

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)




Notary Public, State of Texas

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

3EC148D1D8BE49B...

Blake McAlister, Director

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

May 21, 2020 03:45 PM Fee: \$34.00

2020082383

Electronically Recorded

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.



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.

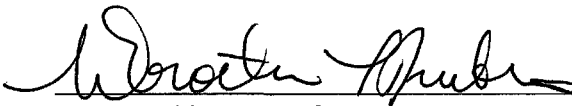
DECLARANT:

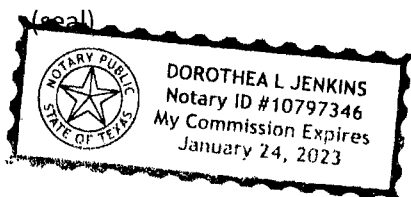
CARMA EASTON LLC,
a Texas limited liability company

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



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

5A1E86B2AFDC44C...

Scott Turner, Director

DocuSigned by:

Matthew McCafferty

536B8284A96F47B...

Matthew McCafferty, Director

DocuSigned by:

Paige Kamel

90B5E958226B443...

Paige Kamel, Director

DocuSigned by:

Blake McAlister

3FC148D1D8BE49B...

Blake McAlister, Director

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 McLafferty

97ABF66F9D2842C...

Matthew McLafferty, Director

DocuSigned by:

Blake McAlister

3FC148D1D8BE49B...

Blake McAlister, Director

DocuSigned by:

Paige Kamel

90B5E958226B443...

Paige Kamel, Director



Dana DeBeauvoir

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.



DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA EASTON LLC, a Texas limited liability company, is the "**Dedarant**" 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

§

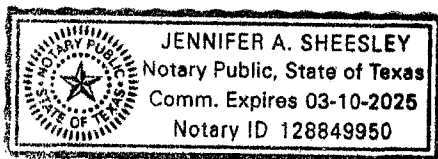
§

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)



Notary Public, State of Texas

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.

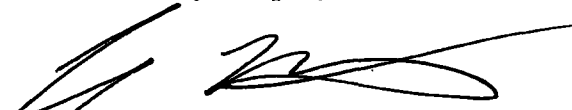
[Signature Page Follows.]

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

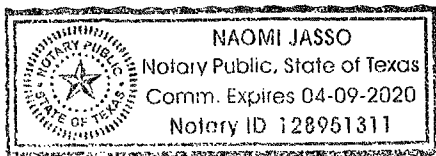
By:

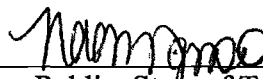

Chad Matheson
Chief Financial Officer

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.





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

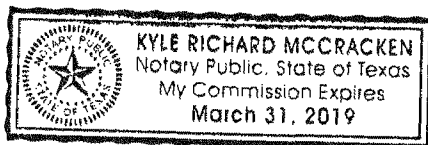
Title: President

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]



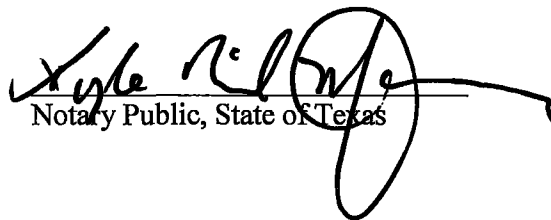

Notary Public, State of Texas

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 03 2018 12:18 PM

FEE: \$ 42.00 **2018049558**

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: _____

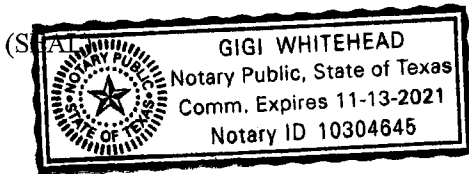
Chad Matheson, Chief Financial Officer

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 company on behalf of said limited liability company.



Gigi Whitehead

Notary Public Signature

ACKNOWLEDGED AND AGREED:

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____

Logan Kimble, President

STATE OF TEXAS

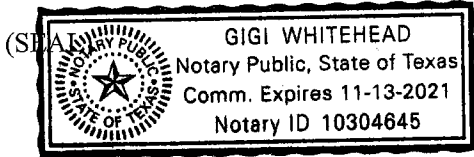
§

§

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.



Gigi Whitehead

Notary Public Signature



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 11 2018 01:23 PM

FEE: \$ 42.00 **2018054573**

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: ERIC ROME

Name: ERIC ROME

Title: VICE PRESIDENT

By: CHAD MATHESON

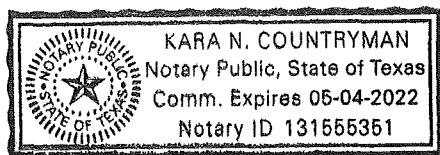
Chad Matheson
Chief Financial Officer

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]

KARA N. COUNTRYMAN
Notary Public, State of Texas



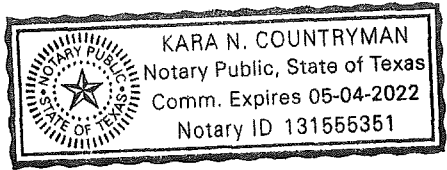
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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.

[SEAL]

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

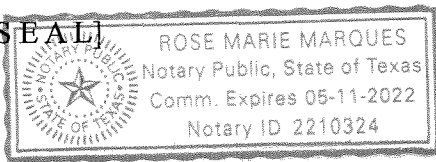
Hidalgo

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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

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# 1801587A

Chicago Title
1501 S. Mopec, Suite 130
Austin, TX 78746



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 01 2019 04:02 PM

FEE: \$ 66.00 2019015063

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.

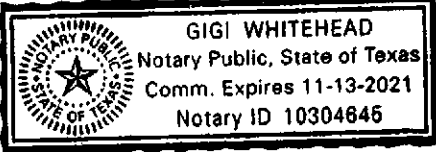
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

CARMA EASTON LLC, a Texas limited liability company

By: [Signature]
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) 

[Signature]
Notary Public Signature

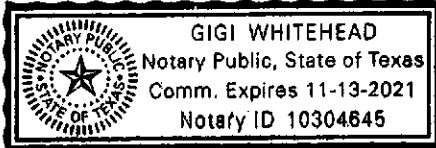
CONSENTED AND AGREED TO FOR ALL PURPOSES, INCLUDING THE NOTES SET FORTH ON PLATS RECORDED UNDER DOCUMENT NO. 201600197 AND DOCUMENT NO. 201700293, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS:

EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: [Signature]
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) 

[Signature]
Notary Public Signature



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
Attorney in fact for
Michael Urias as
Attorney-in-Fact for *Santana Urias Jr*
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.

Belinda Zapata
Notary Public, State of Texas
[Seal]

After Recording, Return to:

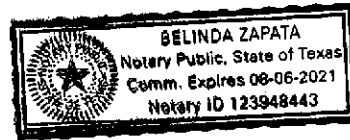


EXHIBIT A

Land

[see attached]



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 81°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 81°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

2888331.1



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

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

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.

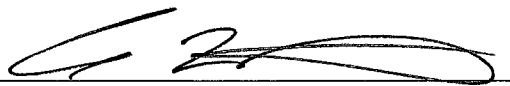
THE CONVEYANCE OF THE PROPERTY TO GRANTEE PURSUANT TO THIS DEED IS BEING MADE ON AN “AS IS,” “WHERE IS” AND, “WITH ALL FAULTS” BASIS. GRANTOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, (i) 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

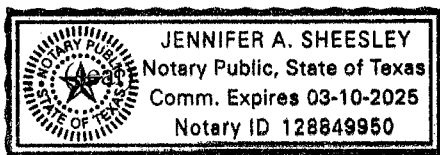
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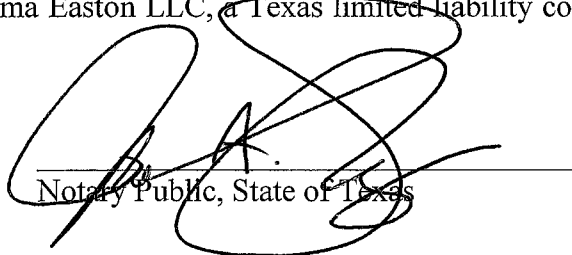
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COUNTY OF TRAVIS

§

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.




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.