20160624000800520 06/24/2016 11:50:36 AM RS 1/75

# SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SOUTHERN HILLS AT CRAIG RANCH

**McKinney, Collin County, Texas**

**Subject to the Community Charter for Craig Ranch**

***GA Land Development, LP***

UNOFFICIAL

## NOTICE OF BENEFITTED PARCEL
## WITHOUT ASSOCIATION

By executing this Supplemental Declaration for Southern Hills at Craig Ranch, GA Land Development, LP and Ashton Dallas Residential, L.L.C., being the owners of the land known as Southern Hills at Craig Ranch, declare that Southern Hills at Craig Ranch is a Parcel and Service Area not subject to a Parcel Association, as those terms are defined in the Community Charter for Craig Ranch.

---

## WHAT DOES THIS MEAN?

Southern Hills at Craig Ranch is a residential neighborhood within the master planned community of Craig Ranch. By owning property within Southern Hills at Craig Ranch, you are automatically a member of the Craig Ranch Community Association. That is the only property owners association of which you are automatically a member. Southern Hills at Craig Ranch does not have its own mandatory property owners association- it does not have a "sub-association" within the master association. In short, you and your property are governed by only one association – the Craig Ranch Community Association.

UNOFFICIAL

# SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SOUTHERN HILLS AT CRAIG RANCH

## TABLE OF CONTENTS


**ARTICLE 1 DEFINITIONS ..... 6**

**ARTICLE 2 PARCEL PROPERTY ..... 10**

2.1 PROPERTY ..... 10
2.2 SERVICE AREA ..... 10
2.3 GOVERNING DOCUMENTS ..... 10
2.4 PLAT DEDICATIONS, EASEMENTS & RESTRICTIONS ..... 13

**ARTICLE 3 PROPERTY EASEMENTS AND RIGHTS ..... 13**

3.1 GENERAL ..... 13
3.2 [Intentionally Omitted]
3.3 OWNER'S EASEMENT OF ENJOYMENT ..... 13
3.4 OWNER'S INGRESS AND EGRESS EASEMENT ..... 13
3.5 OWNER'S ENCROACHMENT EASEMENT ..... 13
3.6 ASSOCIATION'S ACCESS EASEMENT ..... 13
3.7 UTILITY EASEMENT ..... 14
3.8 SECURITY ..... 14
3.9 RISK ..... 15

**ARTICLE 4 SOUTHERN HILLS COMMON AREA ..... 15**

4.1 OWNERSHIP ..... 15
4.2 ACCEPTANCE ..... 15
4.3 TYPES ..... 16
4.4 COMPONENTS ..... 16
4.5 PERSONAL RESPONSIBILITY ..... 16
4.6 LIABILITY RELEASE ..... 17

**ARTICLE 5 ARCHITECTURAL COVENANTS AND CONTROL ..... 18**

5.1 PURPOSE ..... 18
5.2 WHO EXERCISES ARCHITECTURAL CONTROL? ..... 18
5.3 PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT ..... 19
5.4 ARCHITECTURAL APPROVAL ..... 19

**ARTICLE 6 CONSTRUCTION AND USE RESTRICTIONS ..... 20**

6.1 VARIANCE ..... 20
6.2 LIMITS TO RIGHTS ..... 20
6.3 ASSOCIATION'S RIGHTS TO PROMULGATE RULES ..... 20
6.4 ANIMALS ..... 21
6.5 ANNOYANCE ..... 22
6.6 APPEARANCE ..... 22


UNOFFICIAL

6.7 ACCESSORY STRUCTURES ..... 22
6.8 FIRES. ..... 22
6.9 BUSINESS USE ..... 22
6.10 COLOR CHANGES ..... 22
6.11 PARCEL DEVELOPER PRIVILEGES ..... 23
6.12 DECORATION ..... 23
6.13 DRAINAGE ..... 23
6.14 DRIVEWAYS ..... 23
6.15 GARAGES ..... 23
6.16 GUNS ..... 23
6.17 LANDSCAPING. ..... 23
6.18 LEASING OF RESIDENCES ..... 23
6.19 NOISE & ODOR ..... 24
6.20 OCCUPANCY. ..... 24
6.21 RESIDENTIAL USE ..... 24
6.22 SIGNS ..... 24
6.23 SIGNS – POLITICAL ..... 24
6.24 TELEVISION ..... 25
6.25 TRASH ..... 25
6.26 VARIATIONS ..... 25
6.27 VEHICLES ..... 25
6.28 YARD ART ..... 26

**ARTICLE 7 SOUTHERN HILLS COMMITTEE & SERVICE AREA MEETINGS ..... 26**

7.1 AUTHORIZATION. ..... 26
7.2 QUALIFICATION ..... 26
7.3 ELECTION ..... 27
7.4 RECALL OF COMMITTEE ..... 27
7.5 SERVICE AREA MEETINGS ..... 27
7.6 QUORUM ..... 27
7.7 VOTES ..... 27

**ARTICLE 8 OBLIGATIONS OF SOUTHERN HILLS OWNERS ..... 28**

8.1 OBLIGATION OF OWNERS ..... 28
8.2 SOUTHERN HILLS ANNUAL ASSESSMENT ..... 28
8.3 INSURANCE ASSESSMENTS FOR SOUTHERN HILLS ..... 29
8.4 DEFICIENCY ASSESSMENTS FOR SOUTHERN HILLS ..... 29
8.5 BASIS & RATE OF OF SOUTHERN HILLS.ASSESSMENTS ..... 29
8.6 ANNUAL BUDGET FOR SOUTHERN HILLS ..... 29
8.7 SOUTHERN HILLS RESERVE FUNDS (IF ANY) ..... 30

**ARTICLE 9 ADDITIONAL ENFORCEMENT POWERS ..... 30**

9.1 GENERAL ..... 30
9.2 SELF-HELP ..... 30
9.3 BOARD DISCRETION. ..... 30
9.4 NO WAIVER ..... 31
9.5 RECOVERY OF COSTS. ..... 31

**ARTICLE 10 MAINTENANCE AND REPAIR OBLIGATION ..... 31**

10.1 OVERVIEW ..... 31
10.2 ASSOCIATION MAINTAINS ..... 31
10.3 OWNER RESPONSIBILITY ..... 32
10.4 OWNER'S DEFAULT IN MAINTENANCE ..... 32

**ARTICLE 11 INSURANCE ..... 32**

11.1 GENERAL PROVISIONS ..... 32
11.2 PROPERTY INSURANCE BY ASSOCIATION ..... 33
11.3 PERSONAL PROPERTY NOT INSURED BY ASSOCIATION ..... 33
11.4 OWNER'S GENERAL RESPONSIBILITY FOR INSURANCE ..... 33

**ARTICLE 12 AMENDMENTS ..... 34**

12.1 CONSENTS REQUIRED. ..... 34
12.2 METHOD OF AMENDMENT ..... 34
12.3 EFFECTIVE ..... 34
12.4 PARCEL DEVELOPER PROVISIONS ..... 34
12.5 FOUNDER PROVISIONS ..... 34
12.6 ASSOCIATION PROVISIONS ..... 35
12.7 ORDINANCE COMPLIANCE AND CITY APPROVAL ..... 35
12.8 CONVERSION. ..... 35
12.9 TERMINATION. ..... 35
12.10 CONDEMNATION ..... 35

**ARTICLE 13 GENERAL PROVISIONS ..... 35**

13.1 WAIVER OF CONFLICT WITH CHARTER ..... 35
13.2 LIBERAL CONSTRUCTION ..... 36
13.3 LITIGATION APPROVAL & SETTLEMENT ..... 36
13.4 SEVERABILITY ..... 37
13.5 CAPTIONS. ..... 37
13.6 APPENDIXES ..... 37
13.7 INTERPRETATION. ..... 37
13.8 DURATION. ..... 37

**SIGNED AND ACKNOWLEDGED ..... 37**

Appendix A

Appendix B

Appendix C

Appendix D

UNOFFICIAL

**SUPPLEMENTAL DECLARATION OF**
**COVENANTS, CONDITIONS & RESTRICTIONS**
**FOR**
**SOUTHERN HILLS AT CRAIG RANCH**

This Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch is made by GA Land Development, LP, a Texas limited partnership ("**Parcel Developer**") and Ashton Dallas Residential, L.L.C., ("**Ashton**") on the date signed below. Parcel Developer and Ashton own the real property described in Appendix A of this Declaration, together with the improvements thereon.

Parcel Developer and Ashton desire to establish a general plan of development and maintenance for Southern Hills at Craig Ranch. Parcel Developer also desires to maintain certain development rights that are essential for the successful completion and marketing of Southern Hills at Craig Ranch.

Parcel Developer and Ashton further desire to protect the value, desirability, and attractiveness of Southern Hills at Craig Ranch. As an integral part of the development plan, Parcel Developer and Ashton deem it advisable to record this Declaration to establish parcel-specific covenants, conditions, restrictions and assessments for Southern Hills at Craig Ranch.

Parcel Developer and Ashton each DECLARE that the property described in Appendix A, will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered, subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, in addition to the Community Charter of Craig Ranch and all dedicatory instruments of Craig Ranch Community Association, as each may be amended or supplemented from time to time, and each of which runs with the real property and binds all parties having or acquiring any right, title, or interest in any part of the property, their heirs, successors, and assigns, and inure to the benefit of each owner of any part of the property.

## ARTICLE 1

## DEFINITIONS

The following words and phrases, whether or not capitalized, have specified meanings when used in this Declaration, unless a different meaning is apparent from the context in which the word or phrase is used. Any term defined in the Community Charter may be used in this Declaration without being redefined herein.

1.1. "**Architectural Reviewer" or "Reviewer"** means the entity having jurisdiction over a particular application for architectural approval. During the Parcel Development Period, the Architectural Reviewer is the Parcel Developer or its designee or delegate, subject to



UNOFFICIAL

the Founder's rights under Section 6.2 of the Community Charter. Thereafter, the Architectural Reviewer is determined by the Community Charter.

1.2. "**Association**" means the Craig Ranch Community Association, which derives its authority from the Community Charter, and which administers Craig Ranch, the master planned development in which the Property is located. Any reference herein to an action or decision by the Association is presumed to mean "the Association acting by and through its board of directors."

1.3. "**Board**" means the board of directors of the Association.

1.4. "**City**" means the City of McKinney.

1.5. "**Common Area**" means portions of the Property, and improvements thereon, that are owned and/or maintained by the Association for the use and benefit of Craig Ranch. A common area that is operated for the use and benefit of residents of Southern Hills at Craig Ranch, to the exclusion of residents of other parts of Craig Ranch, is "Southern Hills Common Area," as defined below.

1.6. "**Community Charter**" means the Community Charter of Craig Ranch, recorded on March, 12, 2004, as Document No. 2004-0034616, in Volume 5625, Page 01378 of the Official Public Records of Collin County, Texas, including all exhibits thereto, as any may be amended or supplemented from time to time.

1.7. "**Declaration**" means this Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch, as it may be amended from time to time, and which supplements the Community Charter. This Declaration shall be deemed a "Supplement" or "Additional Covenants" as referenced in Chapter 2 of the Community Charter.

1.8. "**Assessments for Southern Hills**" means the assessment levied by the Association against all lots in the Property which may be uniform to cover Southern Hills -only expenses and reserves, pursuant to this Declaration, and has the same meaning as "**Service Area Assessment,**" which is defined in Section 14.2(c) of the Community Charter.

1.9. "**Southern Hills Committee**" means the "**Service Area Committee**" as defined in Section 4.3 of the Community Charter, and as further described in Article 7 of this Declaration.

1.10. "**Southern Hills Common Area**" means the common areas within the Property that are used primarily, if not exclusively, by residents of the Property, and which are maintained by the Association with Southern Hills Assessments including, but not limited to: (i) landscaping, irrigation and other improvements; (ii) the Common Areas identified on the Southern Hills at Craig Ranch Plat; and (iii) any other property or improvements within

the Property which the Board determines, in its sole discretion, shall be owned or maintained for the primary or exclusive use of the residents of the Property. The Southern Hills Common Area has the same meaning as "**limited common area**" as that term is used in the Community Charter. Notwithstanding the above, the Board has the sole authority to determine, in its discretion, whether common area in or adjacent to Southern Hills at Craig Ranch is to be treated as Association common area or Southern Hills Common Area.

1.11. "**Southern Hills at Craig Ranch Plat**" means all plats recorded in the Map or Plat Records of Collin County, Texas, pertaining to the real property described in Appendix A of this Declaration, including all dedications, limitations, restrictions, easements, notes, and reservations shown on the plat, as it may be amended from time to time.

1.12. "**Southern Hills Rules**" means rules and regulations for specific application to Southern Hills at Craig Ranch, in addition to the rules of the Association. The initial Southern Hills Rules may be adopted by the Parcel Developer. After the Parcel Development Period, the Board may adopt and amend the Southern Hills Rules. The Southern Hills Rules are a Governing Document that pertains to the Property.

1.13. "**Founder**" means VCIM Partners, LP; a Texas limited partnership, its successors and assigns, as defined in the Community Charter.

1.14. "**Lot**" means a portion of the Property intended for independent ownership, on which there is or will be constructed a residential structure, as shown on the Southern Hills at Craig Ranch Plat. As a defined term, "lot" does not refer to common areas, even if platted and numbered as a lot. Where the context indicates or requires, "lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the lot. As used in this Declaration, "lot" has the same meaning as "**Parcel**" as defined in the Community Charter.

1.15. "**Majority**" means more than half. A reference to a "majority of owners" in this Declaration or in any applicable law means "owners of at least a majority of the lots," unless a different meaning is specified.

1.16. "**Owner**" means a holder of recorded fee simple title to a lot. Parcel Developer is the initial owner of all lots. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners.

1.17. "**Parcel Developer**" means GA Land Development, LP, a Texas limited partnership, which is developing Southern Hills at Craig Ranch, or the successors and assigns of GA Land Development, LP which acquire any portion of the Property for the purpose of development but only to the extent they are designated a Successor Parcel Developer by

GA Land Development, LP, or by any such successor and assign, in a recorded instrument.

1.18. "**Parcel Development Period**" means the 15-year period beginning the date this Declaration is recorded, during which Parcel Developer has certain rights pursuant to Appendix B hereto, including rights relating to development, construction, expansion, and marketing of the Property. The Parcel Development Period is for a term of years and does not require that Parcel Developer own land described in Appendix A. Parcel Developer may terminate the Parcel Development Period at any time by recording a notice of termination.

1.19. "**Property**" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Southern Hills at Craig Ranch. The Property is located on land described in Appendix A to this Declaration, and includes every lot and any common area thereon. The Property may also be referred to as a "**Service Area**" or "**Benefited Parcel.**"

1.20. "**Residence**" means the single-family dwelling on each individually-owned lot.

1.21. "**Resident**" means a person who occupies a residence in the Property regardless of whether the person owns the lot.

1.22. [Intentionally Omitted]

1.23. [Intentionally Omitted]

UNOFFICIAL

## ARTICLE 2

## PARCEL PROPERTY

**2.1 PROPERTY.** The real property described in Appendix A is held, transferred, sold conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Parcel Developer's representations and reservations in the attached Appendix B, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each lot owner.

**2.2 SERVICE AREA.** Southern Hills at Craig Ranch is hereby designated as a Service Area, as that term is defined in Section 4.3 of the Community Charter. As a service area, the Property is subject to service area assessments to fund the annual service area budget for service area expenses, as those terms are defined and used in the Community Charter. As a service area, Southern Hills at Craig Ranch may also be referred to as a "**Benefited Parcel.**"

**2.3 GOVERNING DOCUMENTS.** In addition to this Declaration and the Southern Hills Rules, the Property is subject to the other Governing Documents of Craig Ranch and to the jurisdiction of the Association. Each owner, by accepting an interest in or title to a lot, whether or not it is expressed in the instrument of conveyance, covenants and agrees to be bound by the Governing Documents of the Craig Ranch Community Association, including any amendments thereof and supplements thereto. The existing Governing Documents of the Craig Ranch Community Association consist of:

- Community Charter of Craig Ranch, recorded on March 12, 2004, as Document No. 2004-0034616, in Volume 5625, Page 01378 of the Official Public Records of Collin County, Texas, as amended by those certain instruments filed in the Official Public Records of Collin County, Texas, as follows: (i) in Volume 6072, Page 6370; (ii) as Document No. 2006-0518-000675200; (iii) as Document No. 2006-0707-000935450; (iv) as Document No. 2008-0820-001014910; (v) as Document No. 20090317000304440; (vi) as Document No. 2010-0120-0000062750; (vii) as Document No. 2010-0208-000130500; (viii) as Document No. 2010-0706-000689600; (ix) as Document No. 2010-0728-000772; (x) as Document No. 2011-0810-05000827960; (xi) as Document No. 2013-0522-000701030; and (xii) as Document No. 2013-1112-00153086, and all subsequent amendments thereto.

- Initial Rules, recorded as Exhibit "C" to Community Charter, on March 12, 2004, as Document No. 2004-0034616, in Volume 5625, Page 01488 of the Official Public Records of Collin County, Texas.

- By-Laws of Craig Ranch Community Association, recorded as Exhibit "D" to Community Charter, on March 12, 2004, as Document No. 2004-0034616, in Volume 5625, Page 01491 of the Official Public Records of Collin County, Texas.

- The Collection Policies and Procedures for Craig Ranch Community Association and the Certificate of Compliance Procedures for Craig Ranch Community Association filed on December 28, 2005, and recorded in Volume 6073, Page 0194 in the Official Public Records of Collin County, Texas.

- The Craig Ranch Community Association Residential Exterior Maintenance/ Modification Policies, Procedures Guidelines & Resolutions, the Craig Ranch – Access to Records Policies and Procedures, the Craig Ranch – Real Estate Signage Use Polices and the Craig Ranch – Code of Ethics for Directors and Officers, filed on January 20, 2006, and recorded as Instrument No. 2006-01-20-0000086090 in the Official Public Records of Collin County, Texas.

- First Amendment to the By-Laws of Craig Ranch Community Association, filed March 24, 2006, and recorded as Instrument No. 2006-03-24-000386870 in the Official Public Records of Collin County, Texas.

- Community Wide Standards for Garage Sales and Residential Leasing Policies and Procedures, filed May 8, 2006, and recorded as Instrument No. 2006-05-08-08000620030 in the Official Public Records of Collin County, Texas.

- Amendment to Community Wide Standards and Residential Exterior Maintenance / Modification Policies, Procedures, Guidelines & Resolutions Relative to Approved Tree List and Wood Fences, filed on October 22, 2007, and recorded as Instrument No. 2007-10-22-001446020 in the Official Public Records of Collin County, Texas.

- Construction Site Policy; and Builder Qualification Policies and Procedures, filed on August 20, 2008, and recorded as Instrument No. 2008-08-20-001014900 in the Official Public Records of Collin County, Texas.

- Resolution of the Board of Directors of the Craig Ranch Community Association Regarding Enforcement of Rule 2 (b) contained in Exhibit C attached to the Community Charter for Craig Ranch, filed on November 22, 2010, and recorded as Instrument No. 2010-11-22-001275920 in the Official Public Records of Collin County, Texas.

- Residential Exterior Maintenance / Modification Policies, Procedures, Guidelines & Resolutions – Resolution Modifying Tree Landscape Requirements; Residential Exterior Maintenance / Modification Policies, Procedures, Guidelines & Resolutions – Resolution Modifying Fence and Material Requirements for Decks, Upper Levels, Decks, Patio Covers, Gazebos & Arbors; and Craig Ranch – Amended Collection Policies and Procedures, filed on January 13, 2011, and recorded as Instrument No. 2011-01-13-000054930 in the Official Public Records of Collin County, Texas.

- Resolution of the Craig Ranch Community Association Board of Directors Regarding the Inspection and Copying of Books and Records; Resolution of the Board of Directors Amending the Residential Exterior Maintenance / Modification Policies, Procedures, Guidelines & Resolutions With Regard to: Certain Roofing Materials, Rain Water Harvesting Systems, Flags and Solar Energy Devices; and Resolution of the Craig Ranch Community Association Board of Directors Regarding Document Retention Policy, filed on August 26, 2011, and recorded as Instrument No. 2011-08-26-000906000 in the Official Public Records of Collin County, Texas.

- Resolution of the Craig Ranch Community Association Board of Directors Amending Residential Exterior Maintenance / Modification Policies, Procedures, Guidelines & Resolutions With Regard to: Residential Deed Restrictions: Deed Restriction Policies and Authority to Fine, filed on February 10, 2012, and recorded as Instrument No. 2012-02-10-000153350 in the Official Public Records of Collin County, Texas.

- Resolution of the Craig Ranch Community Association Board of Directors Regarding Window Treatments, Films, Storm Doors and Storm Windows; and Resolution of the Craig Ranch Community Association Board of Directors Amending Residential Exterior Maintenance / Modification Policies, Procedures, Guidelines & Resolutions With Regard to Definition of Public View, filed on August 15, 2013, and recorded as Instrument No. 2013-08-15-001157920 in the Official Public Records of Collin County, Texas.

- Craig Ranch Community Association – Collection Policies and Procedures [2013], filed on October 9, 2013, and recorded as Instrument No. 2013-10-09-001404280 in the Official Public Records of Collin County, Texas.

- Service Area Committee Charter, filed on May 5, 2016, and recorded as Instrument No. 20160-05-05-000550160 in the Official Public Records of Collin County, Texas.

UNOFFICIAL

**2.4 PLAT DEDICATIONS, EASEMENTS & RESTRICTIONS.** In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, including any shown or referenced on a recorded Southern Hills at Craig Ranch Plat, each of which is incorporated herein by reference. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the Southern Hills at Craig Ranch Plat, and further agrees to maintain any easement that crosses his lot and for which the Association does not have express responsibility.

## ARTICLE 3

## PROPERTY EASEMENTS AND RIGHTS

**3.1 GENERAL.** In addition to other easements and rights established by the Southern Hills at Craig Ranch Plat, this Declaration, and other Governing Documents, the Property is subject to the easements and rights contained in this Article.

**3.2 [Intentionally Omitted]**

**3.3 OWNER'S EASEMENT OF ENJOYMENT.** Every owner is granted a right and easement of enjoyment over Southern Hills Common Area and to use of improvements therein, subject to other rights and easements contained elsewhere in this Declaration and in the other Governing Documents. An owner who does not occupy a residence delegates this right of enjoyment to the residents of his residence.

**3.4 OWNER'S INGRESS AND EGRESS EASEMENT.** Subject to the the Southern Hills Rules, every owner is granted a perpetual easement over the Streets within the Property, as may be reasonably necessary, for vehicular ingress and egress to his lot.

**3.5 OWNER'S ENCROACHMENT EASEMENT.** Every owner is granted an easement for the existence and continuance of any encroachment by his lot on any adjoining lot or common area now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the improvement stands.

**3.6 ASSOCIATION'S ACCESS EASEMENT.** Each owner, by accepting an interest in or title to a lot, whether or not is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation all common areas and the owner's lot and all improvements thereon for the below-described purposes.

3.6.1 Purposes. Subject to the limitations stated below, the Association may exercise this easement of access and entry for the following express purposes:

a. To inspect the property for compliance with use, maintenance, and architectural standards.

b. To perform maintenance that is permitted or required of the Association by the Governing Documents or by applicable law, including lawn maintenance provided by the Association which is a mandatory amenity provided to all improved Lots.

c. To perform maintenance that is permitted or required of the owner by the Governing Documents or by applicable law, if the owner fails or refuses to perform such maintenance.

d. To enforce architectural standards.

e. To enforce use restrictions.

f. The exercise of self-help remedies permitted by the Governing Documents or by applicable law.

g. To enforce any other provision of the Governing Documents.

h. To respond to emergencies.

i. To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

j. To perform any and all functions or duties of the Association as permitted or required by the Governing Documents or by applicable law.

3.6.2 No Trespass. In exercising this easement on an owner's lot, the Association is not liable to the owner or resident for trespass.

**3.7 UTILITY EASEMENT.** The Association may grant permits, licenses, and easements over the Southern Hills Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

**3.8 SECURITY.** The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and resident acknowledges and agrees, for himself and his guests, that Parcel Developer, Founder, the Association, and their respective directors,

officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and resident further acknowledges that Parcel Developer, Founder, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and resident acknowledges and agrees that Parcel Developer, Founder, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

**3.9** **RISK.** Each resident uses all Southern Hills Common Area at his own risk. The Southern Hills Common Areas may be unattended and unsupervised. Each resident is solely responsible for his own safety and that of his guests. The Parcel Developer, Founder and Association disclaim any and all liability or responsibility for injury or death from use of the common areas.

## ARTICLE 4

## SOUTHERN HILLS COMMON AREA

**4.1** **OWNERSHIP.** The designation of real property as a common area is determined by the Southern Hills at Craig Ranch Plat and this Declaration, and not by the ownership of the property. This Declaration contemplates that the Association will eventually hold title to the Southern Hills Common Area that is capable of independent ownership by the Association. The Parcel Developer is required to install and construct improvements to the Southern Hills Common Area in connection with the initial development of the Property with the understanding and agreement by the Parcel Developer that the cost thereof is not a service area expense or an expense of the Association but an expense of the Parcel Developer. Thereafter, all costs attributable to the Southern Hills Common Areas, including maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Southern Hills Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific common area. To be valid, the transfer of title of the Southern Hills Common Areas to the Association or the Association's assumption of maintenance responsibility for the Southern Hills Common Areas requires, as a condition precedent, the Association's inspection, evaluation and acceptance of the Southern Hills Common Areas.

**4.2** **ACCEPTANCE.** By accepting an interest in or title to a lot, each owner is deemed to: (1) accept the Southern Hills Common Areas, and any improvement thereon, in its then-existing "as is" condition; (2) acknowledge the authority of the Association, acting through its

board of directors, for all decisions pertaining to the Southern Hills Common Areas; (3) acknowledge that transfer of a common area's title to the Association by or through the Parcel Developer does not require the acceptance or approval of the common area or its improvements by the lot owners; and (4) acknowledge the continuity of maintenance of the Southern Hills Common Areas, regardless of changes in the Association's board of directors or management.

**4.3 TYPES.** Parcel Developer, with the consent of Founder, may designate certain common areas of Southern Hills Common Area as Areas of Common Responsibility of Craig Ranch that the Association maintains as common expense of the Association. The balance of the common areas are – by default - limited common elements under the Community Charter and Southern Hills Common Areas under this Declaration, to be maintained by the Association with Southern Hills Assessments for use (primarily if not exclusively) by residents and owners of the Property.

**4.4 COMPONENTS.** Southern Hills Common Areas consist of the following components on or adjacent to the Property, even if located on a lot or public right-of-way:

a. All of the Property including the Streets, save and except (1) the lots and (2) areas designated by the Association as common areas of the Association, that are not Southern Hills Common Areas.

b. Landscaping on islands on any street within or adjacent to the Property, to the extent it is not maintained by the City or by the Association as a common area.

c. Any modification, replacement, or addition to any of the above-described areas and improvements.

**4.5 PERSONAL RESPONSIBILITY.** Each owner, by accepting an interest in or title to a lot in Southern Hills at Craig Ranch, whether or not it is so expressed in the instrument of conveyance, and each resident of Southern Hills at Craig Ranch, by occupying a residence in the Property, acknowledges, understands, and agrees to each of the following statements, for himself, the members of his household, and his and their guests:

a. Each owner and resident agrees to be informed about and to comply with the published or posted rules of Southern Hills at Craig Ranch.

b. The use and enjoyment of any recreation amenity on or in the Property involved risk of personal injury, risk of death, and risk of damage or loss to property.

c. Each person using any common amenity on or in the Property assumes all risks of personal injury, death, and loss or damage to property resulting from the use and enjoyment of same.

d. Parents, guardians, hosts, caretakers, and supervisors are at all times responsible for the well-being and safety of their children and guests in their use of Southern Hills

Common Areas. The parent, guardian, host, caretaker, and supervisor assume responsibility for having skills appropriate for the facility being used by his charges.

e. Parcel Developer, Founder, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of personal safety in or on Southern Hills Common Areas.

f. Parcel Developer, Founder, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties – verbal or written – relating to safety or lack of risks pertaining to the common areas of Southern Hills at Craig Ranch.

g. Each owner and resident agrees to educate the members of his household and his and their guests about the risks, responsibilities, and releases from liability contained in this Section.

**4.6 LIABILITY RELEASE.** Each owner and resident of Southern Hills at Craig Ranch further acknowledges, understands, and agrees to each of the following statements, for himself, the members of his household, and his and their guests:

4.6.1 Consideration. Each owner and resident grants the releases from liability contained in this Section as consideration for, and as a condition to, the owner and resident's use and enjoyment of Southern Hills Common Areas. Each owner and resident acknowledges and agrees that the releases from liability contained in this Article are a material inducement to Parcel Developer to sell, convey, lease, or allow the use of lots in Southern Hills at Craig Ranch.

4.6.2 Release for Injury or Loss. Parcel Developer, Founder, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable to any person claiming any loss or damage including, without limitation, indirect, special, or consequential loss or damage arising from personal injury or death, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from, or otherwise relating to the design, construction, maintenance, or use of any common area, expressly including every recreational facility and item of equipment used in connection with the Southern Hills Common Areas, including, without limitation, any claim arising in whole or in part from the negligence of Parcel Developer, Founder, or the Association.

4.6.3 Indemnity for Common Area Operations. The Association indemnifies, defends, and holds harmless Parcel Developer against any loss, claim, demand, damage, cost, and expense relating to or arising out of the management and operation of the Association, including without limitation, the collection of assessments, the enforcement of the Governing Documents, and the operation and maintenance of the Southern Hills Common Areas. Indemnified expenses include, without limitation, reasonable attorney's fees, whether or not a lawsuit

UNOFFICIAL

is filed, and costs at all court levels, including expenses incurred by Parcel Developer in establishing the right to be indemnified, defended, and held harmless pursuant to this Declaration.

4.6.4 Negligence. The releases and indemnities contained in this Article are intended to release and indemnify the specified parties from liability for their own negligence.

4.6.5 Violation. Each owner and resident understands and agrees that the owner or resident's violation of the release agreement contained in this Article may result in suspension or termination of the use of any Southern Hills Common Areas or common areas of the Association by the owner or resident, the members of his household, and his and their guests.

## ARTICLE 5

## ARCHITECTURAL COVENANTS AND CONTROL

**5.1 PURPOSE.** Because the lots are part of a single, unified neighborhood within Craig Ranch, this Declaration creates rights to regulate design, use, and appearance of the lots and common areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a lot, including but not limited to residences, fences, landscaping, retaining walls, yard art, sidewalks and driveways, and further including replacements or modifications of original construction or installation. In addition to the design guidelines or other standards for construction promulgated pursuant to the Craig Ranch Charter, each residence constructed on the Property must also comply with the Southern Hills Design Guidelines attached as Appendix D to this Declaration. During the Parcel Development Period, a primary purpose of this Article is to reserve and preserve Parcel Developer's right of architectural control.

### 5.2 WHO EXERCISES ARCHITECTURAL CONTROL?

5.2.1 During the Parcel Development Period. During the Parcel Development Period, neither the Association's Reviewer, the Association's board of directors, the Southern Hills Committee, nor a committee appointed by the Association or board (no matter how the committee is named) may involve itself with the approval of new construction on vacant lots. Architectural control during the Parcel Development Period is described in detail in Section B.5 of Appendix B of this Declaration. The Parcel Developer has adopted

Southern Hills Guidelines which are attached to this Declaration as Appendix D. During the Parcel Development Period, the Parcel Developer may amend or revise the Southern Hills Guidelines with the approval of the Founder. Following the Parcel Development Period, the Southern Hills Design Guidelines may be amended, revised or terminated by the Board.

5.2.2 After the Parcel Development Period. On termination or expiration of the Parcel Development Period, or earlier if delegated in writing by Parcel Developer, the Founder or the Association, as determined by the Community Charter, will assume jurisdiction over architectural control

5.2.3 By The Owners in Southern Hills at Craig Ranch. Nothing in this Declaration or the Community Charter may be construed to prevent the Association from delegating architectural control for Southern Hills at Craig Ranch to the Southern Hills Committee, other owners of Southern Hills at Craig Ranch parcels, or other persons elected by the lot owners for this purposes, or from inviting such persons to serve the Architectural Reviewer in an advisory capacity. If Architectural authority is so delegated, in whole or in part, the delegate is included within the coverage of Section 6.6 of the Community Charter, which limits the liability of the Architectural Reviewer.

**5.3 PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT.** Without the Architectural Reviewer's prior written approval, a person may not construct a residence or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to a residence or any other part of the Property, if it will be visible from a street, another residence, or the common area. The Architectural 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 Property.

**5.4 ARCHITECTURAL APPROVAL.** To request architectural approval, an owner must make written application and submit to the Architectural Reviewer two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the owner may but is not required to submit letters of support or non-opposition from owners of lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought.

5.1.1 No Verbal Approval. Verbal approval by an Architectural Reviewer, the Parcel Developer, the Founder, an Association director or officer, a member of the Southern Hills Committee, or the Association's manager does not constitute architectural approval by the Architectural Reviewer, which must be in writing.

5.1.2 No Deemed Approval. The failure of the Architectural Reviewer to respond to an application may not be construed as approval of the application. Under no

circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed (except for Subsection 6.4.5 below).

5.1.3 No Approval Required. Approval is not required for an owner to remodel or repaint the interior of a residence.

5.1.4 Neighbor Input. The Architectural Reviewer may solicit comments on the application, including from owners or residents of lots that may be affected by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, and whether to make the comments available to the applicant is solely at the discretion of the Architectural Reviewer. The Architectural Reviewer is not required to respond to the neighbors making comments in ruling on the application.

5.1.5 Parcel Developer Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made by the Parcel Developer during the Parcel Development Period pursuant to plans approved by the Founder, formally or informally, is deemed to have been approved by the Architectural Reviewer.

## ARTICLE 6

## CONSTRUCTION AND USE RESTRICTIONS

**6.1 VARIANCE.** The use of the Property is subject to the restrictions contained in this Article and subject to the Southern Hills Rules adopted pursuant to this Article. The board or the Architectural Reviewer, as the case may be, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not affect a waiver or estoppel of the Association's right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

**6.2 LIMITS TO RIGHTS.** No right granted to an owner by this Article or by any provision of this Declaration is absolute. This Declaration and the other Governing Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for Southern Hills at Craig Ranch neighborhood. This Declaration does not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Declaration are at all times subject to the board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Governing Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

**6.3 ASSOCIATION'S RIGHTS TO PROMULGATE RULES.** The board is granted the right to adopt, amend, repeal, and enforce reasonable the Southern Hills Rules, and

penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the restrictions contained in this Article, each lot is owned and occupied subject to the right of the board to establish the Southern Hills Rules, and penalties for infractions thereof, governing:

a. Use of the Southern Hills Common Areas.

b. Hazardous, illegal, or annoying materials or activities on the Property.

c. The use of Property-wide services provided through the Association.

d. The consumption of utilities billed to the Association.

e. The use, maintenance, and appearance of exteriors of residences and lots.

f. Landscaping and maintenance of yards.

g. The occupancy and leasing of residences.

h. Animals.

i. Vehicles and parking.

j. Disposition of trash and control of vermin, termites, and pests.

k. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Governing Documents, or the quality of life for residents.

**6.4 ANIMALS.** No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for a commercial purpose or for food. Customary domesticated household pets may be kept subject to the Southern Hills Rules. The board may adopt, amend, and repeal the Southern Hills Rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. The board may require or effect the removal of any animal determined to be in violation of this Section or the Southern Hills Rules. Unless the Southern Hills Rules provide otherwise:

6.4.1 Number. No more than 4 pets may be maintained in each lot. Of the 4 pets, no more than 2 may be cats or dogs. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the board.

6.4.2 Disturbance. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. The board is the sole arbiter of what constitutes a disturbance or annoyance.

UNOFFICIAL

6.4.3 Indoors/Outdoors. A permitted pet must be maintained inside the town home, and may not be kept on a patio, a courtyard, a balcony, or in a yard area. No pet is allowed on the Southern Hills Common Areas unless carried or leashed.

6.4.4 Pooper Scooper. Resident is responsible for the removal of his pet's waste from the Property. Unless the Southern Hills Rules provide otherwise, a resident must prevent his pet from relieving itself on the Southern Hills Common Areas, or the lot of another owner.

6.4.5 Liability. An owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the lot. The owner of a lot on which an animal is kept is deemed to indemnify and to hold harmless the board, the Association, and other owners and residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Property.

**6.5 ANNOYANCE.** No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

**6.6 APPEARANCE.** Both the lot and the residence must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

**6.7 ACCESSORY STRUCTURES.** Without the prior written approval of the Architectural Reviewer, accessory structures – such as dog houses, gazebos, storage sheds, playhouses, and greenhouses – are prohibited (not allowed). The board, or the Southern Hills Committee with board approval, may promulgate design guidelines and standards for accessory structures.

**6.8 FIRES.** Except for barbecue grills, no exterior fires on the Property are permitted.

**6.9 BUSINESS USE.** A residence may be used for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (1) the uses are incidental to the primary use of as a residence; (2) the uses conform to applicable governmental ordinance; (3) the uses do not entail visits to the residence by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (4) the uses do not interfere with the residential use and enjoyment of neighboring lots by other residents.

**6.10 COLOR CHANGES.** The colors of residential structures, fences, exterior decorative items, window treatments, and all other improvements on a lot are subject to regulation by the Architectural Reviewer. Because the relative merits of any color are subjective matters of taste and preference, the Architectural Reviewer determines the colors that are acceptable to

the Association. Do not change or add colors that are visible from the street, a common area, or another lot without prior written approval of the Architectural Reviewer.

**6.11 PARCEL DEVELOPER PRIVILEGES.** In connection with the development and marketing of the Property, Parcel Developer has reserved a number of rights and privileges to use the Property in ways that are not available to other owners and residents, as provided in Appendix B of this Declaration. Parcel Developer's exercise of a Parcel Development Period right that appears to violate a rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

**6.12 DECORATION.** Residents must refrain from individualizing and decorating the exteriors of their residences. What is appealing and attractive to one person, may be objectionable to another. For that reason, this Declaration prohibits exterior "decorations" by owners without the prior written approval of the Architectural Reviewer. Examples of exterior decorations are windsocks, potted plants, benches, name signs on tiles, hanging baskets, bird feeders, awnings, window sill birdfeeders, yard gnomes, and clay frogs.

**6.13 DRAINAGE.** No person may interfere with the established drainage pattern over any part of the Property unless adequate alternative provision for property drainage has been approved by the board. The owner of each lot is solely responsible for maintenance of the original drainage and grading pattern for his lot and is hereby prohibited from altering or interfering with the drainage pattern on his lot, by act or omission. The owners hereby acknowledge that their lots share a common drainage pattern and hold the Association, Parcel Developer and Founder harmless from damage or claims relating to the maintenance of drainage features and easements. In case of emergency, the Association and any owner may enter any lot on the Property, with or without notice, for the purpose of clearing or unclogging the surface water drainage system that serves the Property.

**6.14 DRIVEWAYS.** The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (2) for repair or restoration of vehicles.

**6.15 GARAGES.** Without the board's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

**6.16 GUNS.** Hunting and shooting are not permitted anywhere on or from the Property.

**6.17 LANDSCAPING.** No person may perform landscaping, planting, or gardening on the Southern Hills Common Areas without the board's prior written authorization.

**6.18 LEASING OF RESIDENCES.** An owner may lease the residence on his lot. Whether or not it is stated in a lease, every lease is subject to the Governing Documents. An owner is responsible for providing his tenant with copies of the Governing Documents and

notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Governing Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Governing Documents against the owner's tenant.

**6.19 NOISE & ODOR.** A resident 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 or annoy residents of neighboring lots. The Southern Hills Rules may limit, discourage, or prohibit noise-producing activities and items on lots.

**6.20 OCCUPANCY.** Other than the completed residence, no thing or structure on a lot may be occupied as a residential dwelling at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds.

**6.21 RESIDENTIAL USE.** The use of a lot is limited exclusively to residential purposes or any other use permitted by this Declaration, including limited business uses described above.

**6.22 SIGNS.** No signs, including signs advertising the residence for sale or lease, or unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from windows in the residence unless the same comply with the Craig Ranch Community Association Residential Exterior Maintenance/ Modification Policies, Procedures Guidelines & Resolutions. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Association may effect the immediate removal of any sign or object that violates this Section or which the board deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal.

**6.23 SIGNS – POLITICAL.** If public law grants an owner the right to place political signs on the owner's lot, the Association may not prohibit an owner's exercise of such right. The Association may adopt and enforce the Southern Hills Rules regulating every aspect of political signs on owners' lots to the extent not prohibited or protected by public law. Unless the Southern Hills Rules or public law provide otherwise (1) a political sign may not be displayed more than 90 days before or 10 days after an election to which the sign relates; (2) a political sign must be ground-mounted; (3) an owner may not display more than one political sign for each candidate or ballot item; and (4) a political sign may not have any of the

attributes itemized in Texas Property Code Sec. 202.009(c) or any other applicable statute, to the extent the statute applies to the lot.

**6.24 TELEVISION.** Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another lot are prohibited within the Property, except (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, broadcast satellite service (DBS), or (3) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, (c) attached to or mounted on the rear wall of a structure below the eaves, or (d) excluding corner lots, within the sideyard on the non-zero side of a lot in an area that is no more than 5' from the rear property line. If an owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the owner may install the Antenna in the least conspicuous location on the lot where an acceptable quality signal can be obtained. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

**6.25 TRASH.** Each resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the city for that purpose. Trash must be placed entirely within the designated receptacle. The board may adopt, amend, and repeal rules regulating the disposal and removal of trash from the Property. If the rules fail to establish hours for curbside trash containers, the container may be in the designated area from dusk on the evening before trash pick-up until dusk on the day of trash pick-up. At all other times, trash containers must be kept inside the garage and may not be visible from a street or another lot.

**6.26 VARIATIONS.** Nothing in this Declaration may be construed to prevent the Architectural Reviewer from (1) establishing standards for one building, type of building, or phase in the Property that are different from the standards for other buildings or phase, or (2) approving a system of controlled individualization of yards or the exterior of residences.

**6.27 VEHICLES.** All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to the rules and ordinances of the City of McKinney. Without prior written board approval, the following types of vehicles and vehicular equipment – mobile or otherwise – may not be kept, parked, or stored anywhere on the Property – including overnight parking on streets, driveways, and visitor parking spaces – if the vehicle is visible from a street or from another lot: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. This restriction does not apply

to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a residence. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times.

**6.28 YARD ART.** The Association is interested in the appearance of portions of a lot that is visible from the street or from a neighboring lot, including yards, porches, sidewalks, window sills, and chimneys (collectively, the "yard"). Some changes or additions to a yard may defy easy categorization as an improvement, a sign, or landscaping. This Section confirms that all aspects of a visible yard are within the purview of the Architectural Reviewer, including, without limitation, the installation of religious, cultural, or educational items; the shape of pruned shrubs; the number, shapes, and uses of flower beds; and the integration of items such as wheelbarrows, boulders, and driftwood into the landscaping. The use of any decoration, sculpture, fountain, flag, and similar items on any portion of the yard is prohibited without the prior written approval of the Architectural Reviewer unless (1) the item is expressly permitted by this Declaration, or (2) the item is placed within a fenced yard, (3) the item is no taller than the fence, and (4) the fence blocks the view of the item at ground level.

## ARTICLE 7

## THE SOUTHERN HILLS COMMITTEE & SERVICE AREA MEETINGS

**7.1 AUTHORIZATION.** As provided by Section 5.3 of the By-Laws of Craig Ranch Community Association, the owners may elect a "service area committee" to determine the nature and extent of services which the Association provides to and for Southern Hills at Craig Ranch. The purpose of this Article is to direct owners to the applicable provisions in the Association's Bylaws, and to provide additional guidelines.

**7.2 QUALIFICATION.** The Southern Hills Committee consists of three or five persons, as determined by the board, each of whom must be a lot owner, and each of whom serves a one year term. If a lot is owned by a legal entity, such a partnership or corporation, any officer, partner, agent, or employee of that entity member is eligible to serve on the Committee and is deemed to be an owner for the purposes of this Section. If the relationship between the entity member and its representative on the Committee terminates, that Committee seat will be deemed vacant. No person may be elected or appointed to the Committee if any of the following conditions applies:

1) If any assessment against the person or his lot is more than 30 days' delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2) If the person or his lot – at the time of election or appointment – has not cured a violation of the Governing Documents for which the Association has given notice and a reasonable opportunity to cure.

3) If the person is a party adverse to the Association, the board, the Founder, the Parcel Developer, the Southern Hills Committee, or any other committee of the Association in pending litigation.

4) If the person has served 5 continuous years on the Southern Hills Committee, without a break of at least one full year.

**7.3 ELECTION.** The Southern Hills Committee members will be elected by the owners by ballot or at a service area meeting as provided in the By-Laws. The three candidates receiving the most votes will be elected to simultaneous one-year terms. Should the number of qualified candidates be sufficient to fill the vacant positions, they may be elected by acclamation. A vacancy on the Southern Hills Committee is filled by the remaining members of the Southern Hills Committee, at any meeting of the Southern Hills Committee, until a successor is elected to fill the remainder of the term.

**7.4 RECALL OF COMMITTEE.** At any service area meeting called for this purpose, the members of the Southern Hills Committee may be recalled and removed, and successors may then and there be elected to fill the vacancies thus created. Any member of the Southern Hills Committee whose removal has been proposed by the owners must be given an opportunity to be heard at the meeting.

**7.5 SERVICE AREA MEETINGS.** At least one meeting of lot owners in the service area must be called each year during the month of May to elect the Southern Hills Committee. The owners may also transact such other business of Southern Hills at Craig Ranch as may properly come before them. It is the duty of the Association president to call additional meetings of owners in the service area if directed to do so by (1) the Southern Hills Committee or (2) one or more petitions signed by owners of at least 20 percent of the lots in the service area. The Association may not require a specific form of petition, nor require that signatures on petitions be notarized or witnessed. The notice of every meeting of service area owners must state the time, place, and purpose of the meeting.

**7.6 QUORUM.** At all meetings of lot owners in the service area, the presence in person or by proxy of service area owners of at least 10 percent of the lots in the service area constitutes a quorum. If a quorum is not present at a service area meeting for which proper notice was given, the Association may, but is not required to, give notice of a new meeting for the same purpose.

**7.7 VOTES.** The vote of lot owners representing at least a majority of the votes cast at any service area meeting at which a quorum is present binds all owners for all proper purposes, except when a higher percentage is required by this Declaration, by the Community Charter, or by law. Cumulative voting is prohibited. Multiple owners of a lot are in unanimous agreement if one of the multiple owners casts the vote allocated to the lot and none of the other owners makes prompt protest to the person presiding over the meeting. If a lot is owned by an entity, such as a corporation or partnership, the vote appurtenant to that lot may be cast by any officer, manager, or partner of the entity in the absence of the entity's written appointment of a specific person to exercise its vote.

## ARTICLE 8

## OBLIGATIONS OF SOUTHERN HILLS OWNERS

**8.1 OBLIGATION OF OWNERS.** Without limiting the obligations of owners to the Association under the Governing Documents, each owner has the following additional obligations for Southern Hills at Craig Ranch:

8.1.1 Pay Assessments. Each owner will pay Southern Hills Assessments or any other assessment or charge properly levied by the Association against the owner or his lot, and will pay regular periodic Southern Hills Assessments without demand by the Association. The payment of Southern Hills Assessments or any other assessment or charge properly levied by the Association against the owner of a lot is secured by a lien against the lot of the non-paying owner as provided in Section 14.7 of the Community Charter.

8.1.2 Comply. Each owner will comply with this Declaration and the Southern Hills Rules, as each may be amended from time to time.

8.1.3 Reimburse. Each owner will pay for damage to the Property caused by the negligence or willful misconduct of the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, contractors, agents, or invitees.

8.1.4 Liability. Each owner is liable to the Association for violations of this Declaration and the Southern Hills Rules by the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

**8.2 SOUTHERN HILLS ANNUAL ASSESSMENT.** In addition to assessments addressed in the Community Charter, each lot in Southern Hills of Craig Ranch is subject to Southern Hills Annual Assessments based on the annual service area budget for Southern Hills at Craig Ranch. Each lot is liable for its assessed share of the annual service area budget. If the board does not approve an annual service area budget or fails to determine new Annual Assessments for Southern Hills for any year, or delays in doing so, owners will continue to pay Southern Hills Annual Assessments as last determined. If during the course of a year the board determines that the Southern Hills Annual Assessments are insufficient to cover the estimated service area expenses for the remainder of the year, the board may increase the Southern Hills Annual Assessment for the remainder of that fiscal year in an amount that covers the estimated deficiency. The Southern Hills Annual Assessments are used for service area expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

a. Maintenance, repair, and replacement, as necessary, of the Southern Hills Common Areas.

b. The Southern Hills at Craig Ranch utilities billed to the Association.

c. The Southern Hills at Craig Ranch services billed to the Association and serving Southern Hills lots.

d. Taxes on Southern Hills property owned by the Association and the Association's income taxes.

e. Management, legal, accounting, auditing, and professional fees incurred by the Association for services benefiting Southern Hills at Craig Ranch.

f. Premiums and deductibles on insurance policies and bonds required by this Declaration or deemed by the board to be necessary or desirable for the benefit of the parcel owners.

g. Contributions to the Southern Hills service area reserve funds, if any.

h. Any other Southern Hills at Craig Ranch-related expense which the Association is required by law or the Governing Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Governing Documents.

**8.3 INSURANCE ASSESSMENTS FOR SOUTHERN HILLS.** The insurance premiums for Southern Hills at Craig Ranch-only coverage are service area expenses that must be included in the Association's annual service area budget. Nevertheless, the board may levy an insurance assessment for Southern Hills – separately from the Regular Southern Hills Assessment– to fund insurance premiums and insurance deductibles on Southern Hills coverages. If the Association levies an insurance assessment for Southern Hills, the Association must disclose the insurance assessment for Southern Hills in resale certificates prepared by the Association for lots in Southern Hills at Craig Ranch.

**8.4 DEFICIENCY ASSESSMENTS FOR SOUTHERN HILLS.** The board may levy a deficiency assessment for Southern Hills against all Southern Hills lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if Southern Hills insurance proceeds or condemnation awards prove insufficient.

**8.5 BASIS & RATE OF SOUTHERN HILLS ASSESSMENTS.** The share of liability for service area expenses shall be allocated to each lot on a uniform rate for all lots, regardless of a lot's location or the value and size of the lot, except as provided in Appendix B.

**8.6 ANNUAL BUDGET FOR SOUTHERN HILLS.** The board will prepare and approve an estimated annual service area budget for each fiscal year. The annual budget for Southern Hills AT Craig Ranch will take into account the estimated income and expenses for the year, contributions to reserve funds, if any, and a projection for uncollected receivables of

Assessments for Southern Hills. The board will make the budget for Southern Hills at Craig Ranch or its summary available to an owner of a lot within Southern Hills at Craig Ranch, although failure to receive a budget for Southern Hills at Craig Ranchor summary does not affect an owner's liability for Southern Hills Assessments. The board will provide copies of the detailed budget for Southern Hills at Craig Ranch owners who make written request and pay a reasonable copy charge.

**8.7 SOUTHERN HILLS RESERVE FUNDS (IF ANY).** The Association may establish, maintain, and accumulate reserves for operation of the service area and for replacement and repair of the Southern Hills Common Areas.

## ARTICLE 9

## ADDITIONAL ENFORCEMENT POWERS

**9.1 GENERAL.** The community-wide enforcement powers of the Association are addressed in the Community Charter and the other Governing Documents. The purpose of this Article is to reinforce and expand certain enforcement powers. This Article is warranted because Southern Hills at Craig Ranch is a higher-density neighborhood in which violations are capable of having a significant effect on the appearance of the Property and the quality of life for the residents. The provisions of this Article are in addition to, and not in place of, the community-wide enforcement powers of the Association. Further, the provisions of this Article do not apply to specific remedies provided in other Governing Documents for certain violations, such as nonpayment of assessments.

**9.2 SELF-HELP.** The Association has the right to enter any part of the Property, including lots, to abate or remove any item, thing, animal, person, vehicle, or condition that violates this Declaration or the Southern Hills Rules. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement against the lot and owner as a specific assessment. The board will make reasonable efforts to give the violating owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the owner. The board may take immediate and appropriate action, without prior notice, to cure or abate violations (1) in the case of emergencies, (2) to remove signs, (3) to remove debris, or (4) to remove any other item or to abate any other condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood. The board may also take appropriate action, without prior notice, to address violations of this Declaration or the Southern Hills Rules which, in the board's opinion, are (1) self-evident; (2) threatening to life or property; or (3) repeat violations of the same provision by the same owner to whom prior notices and demands have been given for the same violation.

**9.3 BOARD DISCRETION.** The board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any further action; (2) the provision being enforced is or

may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

**9.4 NO WAIVER.** The Association and every owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now and hereafter imposed by the Governing Documents. Failure by the Association or by any owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Governing Documents at any future time. No officer, director, or member of the Association is liable to any owner for the failure to enforce any of the Governing Documents at any time.

**9.5 RECOVERY OF COSTS.** The costs of curing or abating a violation are at the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

## ARTICLE 10

## MAINTENANCE AND REPAIR OBLIGATION

**10.1 OVERVIEW.** Generally, the Association maintains the common areas, and the owner maintains his lot and residence. If an owner fails to maintain his lot, the Association may perform the work at the owner's expense.

**10.2 ASSOCIATION MAINTAINS.** The Association's maintenance duties will be discharged when and how the board deems appropriate. The Association maintains, repairs, and replaces, as a service area expense, the portions of the Property listed below, regardless of whether the portions are on lots or common areas.

a. The Southern Hills Common Areas.

b. Any real and personal property owned by the Association but which is not Southern Hills Common Area.

c. Any property adjacent to Southern Hills at Craig Ranch if the maintenance of same is deemed to be in the best interests of Southern Hills at Craig Ranch, and if not prohibited by the owner or operator of said adjacent property.

d. Any area, item, easement, or service – the maintenance of which is assigned to the Association by this Declaration or by the Southern Hills at Craig Ranch Plat

**10.3 OWNER RESPONSIBILITY.** Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements of Article 5 and the use restrictions of Article 6.

Maintenance of Residence. Each owner, at owner's expense, must maintain all improvements on a lot, including but not limited to the dwelling structure, fences, sidewalks, and driveways. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each owner is expected to maintain his lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint painted surfaces. .

**10.4 OWNER'S DEFAULT IN MAINTENANCE.** If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is a specific assessment against the owner and his lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

## ARTICLE 11

## INSURANCE

**11.1 GENERAL PROVISIONS.** All insurance that directly affects Southern Hills at Craig Ranch is governed by the provisions of this Article, with which the board will make every reasonable effort to comply. The cost of insurance coverages and bonds maintained by the Association is an expense of Southern Hills at Craig Ranch. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Resident who is not under the Association's control. Each owner hereby, and without further action, irrevocably appoints the Association, acting through its board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

11.1.1 Notice of Cancellation or Modification. Each insurance policy maintained by the Association expressly for Southern Hills at Craig Ranch should contain a provision requiring the insurer to give prior written notice to the board before

the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

11.1.2 Deductibles. An insurance policy obtained by the Association for Southern Hills at Craig Ranch may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an underwriting lender. In the event of an insured loss, the deductible is treated as an expense of Southern Hills at Craig Ranch in the same manner as the insurance premium. However, if the board reasonably determines that the loss is the result of the negligence or willful misconduct of an owner or resident or their invitee, then the board may levy a specific assessment against the owner and his lot for the amount of the deductible that is attributable to the act or omission, subject to the owner's right to notice and hearing.

11.1.3 Unavailability. The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

11.1.4 Other Coverage. In addition to the coverages required by this Article, the Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit, specifically, of Southern Hills at Craig Ranch.

11.1.5 Types of Policies. This Article may not be construed to require the Association obtain separate insurance policies for Southern Hills at Craig Ranch, solely. The Association may fulfill its insurance responsibilities for Southern Hills at Craig Ranch with policies that cover the entire Craig Ranch Community Association or certain service areas or parcel within Craig Ranch, or any combination of those.

**11.2 PROPERTY INSURANCE BY ASSOCIATION.** To the extent it is reasonably available, the Association will obtain property insurance for all improvements insurable by the Association under this Declaration. In insuring the Property, the Association may be guided by types of policies and coverages customarily available for similar types of properties.

**11.3 PERSONAL PROPERTY NOT INSURED BY ASSOCIATION.** The Association does not insure an owner or resident's personal property. **Each owner and resident is solely responsible for insuring his personal property in his lot and on the Property.**

**11.4 OWNER'S GENERAL RESPONSIBILITY FOR INSURANCE.** The owner of each lot must obtain and maintain an owner's insurance policy on the lot covering, at a

minimum, all items not covered by the Association policy. Each owner, at his expense will maintain all insurance coverages required of owners by the Association pursuant to this Article or the Community Charter. If an owner fails to maintain required insurance, or to provide the Association with proof of same if the Association requests such proof, the board may obtain insurance on behalf of the owner who will be obligated for the cost as a specific assessment. The board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by owners if the insurance is deemed necessary and desirable by the board to reduce potential risks to the Association or other owners.

## ARTICLE 12

## AMENDMENTS

**12.1 CONSENTS REQUIRED.** As permitted by this Declaration, certain amendments of this Declaration may be executed by Parcel Developer alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners of at least a majority of the lots in Southern Hills at Craig Ranch and consented to the board, whose consent shall not be unreasonably withheld.

**12.2 METHOD OF AMENDMENT.** For an amendment that requires the approval of owners, this Declaration may be amended by any method selected by the board or by the Southern Hills Committee from time to time, provided the method gives an owner of each lot the substance if not exact wording of the proposed amendment and an opportunity to vote for or against the proposed amendment.

**12.3 EFFECTIVE.** To be effective, an amendment approved by the owners or the board must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by (i) an officer of the Association or (ii) a majority of the members of the Southern Hills Committee, certifying the requisite approval of owners and the consent of the board, or approval by the board; and (3) recorded in the Official Public Records of Collin County, Texas.

**12.4 PARCEL DEVELOPER PROVISIONS.** Parcel Developer has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix B. An amendment that may be executed by Parcel Developer alone is not required to name the Association or to be signed by an officer of the Association or by the Southern Hills Committee. No amendment may affect Parcel Developer's rights under this Declaration without Parcel Developer's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Parcel Developer's written and acknowledged consent.

**12.5 FOUNDER PROVISIONS.** No amendment may affect the Founder's rights and responsibilities under this Declaration or the other Governing Documents without the Founder's written and acknowledged consent, which must be part of the recorded amendment

instrument. This Section may not be amended without the Founder's written and acknowledged consent.

**12.6 ASSOCIATION PROVISIONS.** No amendment may affect the rights and responsibilities of the Association, the board, or the Architectural Reviewer under this Declaration or the other Governing Documents without the written and acknowledged consent of an officer of the Association, which must be part of the recorded amendment instrument. This Section may not be amended without the Association's written and acknowledged consent.

**12.7 ORDINANCE COMPLIANCE AND CITY APPROVAL.** When amending this Declaration, the Association must consider the validity and enforceability of the amendment in light of current public law, including without limitation McKinney's ordinance pertaining to planned developments with common areas and mandatory owners associations.

**12.8 CONVERSION.** With the consent of owners of 75 percent of the lots in the Property, Southern Hills at Craig Ranch may be converted from a service area without a parcel association to a parcel with a parcel association by amending and restating this Declaration to create a mandatory association of owners of all lots in the Property. During the Development and Sale Period as defined in the Community Charter, such a conversion must have the Founder's written and acknowledged consent, which must be part of the recorded instrument effecting the conversion. Thereafter, the written and acknowledged consent of the Association, acting through its board, is required.

**12.9 TERMINATION.** Termination of the terms of this Declaration and the status of the Property as a service area of Craig Ranch are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by owners of at least two-thirds of the lots in the Property. In the event of public condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners. In all other circumstances, an amendment to terminate must be approved by owners of at least 80 percent of the lots in the Property.

**12.10 CONDEMNATION.** In any proceeding, negotiation, settlement, or agreement concerning condemnation of the common area, the Association will be the exclusive representative of the owners. The Association may use condemnation proceeds to repair and replace any damage or destruction of the common area, real or personal, caused by the condemnation. Any condemnation proceeds remaining after completion, or waiver, of the repair and replacement will be deposited in the Association's reserve funds.

## ARTICLE 13

## GENERAL PROVISIONS

**13.1 WAIVER OF CONFLICT WITH CHARTER.** Generally, the terms of this Declaration are enforceable to the extent they do not violate or conflict with local, state, or

federal law or ordinance. As provided in Section 2.2 of the Community Charter, to which this Declaration is subordinate, the more restrictive covenants and provisions of this Declaration control over less restrictive or absent provisions in the Community Charter. By executing this Declaration, the Founder grants a waiver of the conflict provision in Section 2.3 of the Community Charter, as it applies to any provision of this Declaration that conflicts with the Community Charter or the other Governing Documents, but which is intended to be internal to Southern Hills at Craig Ranch and which has no measurable effect on the Craig Ranch Community as a whole. For example, the construction, use, and architectural control provisions of this Declaration are intended to control over anything to the contrary in the other Governing Documents of Craig Ranch.

**13.2 LIBERAL CONSTRUCTION.** The terms and provision of this Declaration are to be liberally construed to give effect to the purposes and intent of this Declaration. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Declaration, regardless which party seeks enforcement.

**13.3 LITIGATION APPROVAL & SETTLEMENT**. This Section applies only to litigation that is specific to Southern Hills at Craig Ranch. The Association, the owners, Parcel Developer, the Founder, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Section agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. This Section may not be amended without the approval of owners of at least 75 percent of the lots in the Property.

13.3.1 Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of owners of at least a majority of the lots in the Property, except that no such approval is required (1) to enforce provisions of this Declaration and the other Governing Documents that pertains to Southern Hills at Craig Ranch, including collection of Assessments for Southern Hills or any other charge levied pursuant to this Declaration of the Community Charter; (2) to challenge condemnation proceedings of land in Southern Hills at Craig Ranch; (3) to enforce a contract against a contractor, vendor, or supplier of goods or services to Southern Hills at Craig Ranch; (4) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association and pertaining to Southern Hills at Craig Ranch; or (5) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of owners in order to preserve the status quo at Southern Hills at Craig Ranch.

13.3.2 Suit Against Parcel Developer. Also, the Association may not initiate any judicial or administrative proceeding against Parcel Developer without (1) the approval of owners representing at least 75 percent of the lots in the Property

and (2) the written consent of Founder during the Development and Sale Period.

13.3.3 Settlement. The board, on behalf of the Association and without the consent of owners or the Southern Hills Committee, is hereby authorized to negotiate settlement of litigation pertaining to Southern Hills at Craig Ranch, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

**13.4 SEVERABILITY.** Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by enumeration of specific matters similar to the general.

**13.5 CAPTIONS.** In this Declaration, the captions of 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.

**13.6 APPENDIXES.** The following appendixes are attached to this Declaration and incorporated herein by reference:

**Appendix A -** Description of the Subject Land
**Appendix B –** Parcel Developer Representations & Reservations
**Appendix C –** POA Sale Fees
**Appendix D –** The Southern Hills Design Guidelines

**13.7 INTERPRETATION.** Whenever used in this Declaration, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

**13.8 DURATION.** Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

**SIGNED AND ACKNOWLEDGED**

SIGNED on this 15th day of June 2016.

GA LAND DEVELOPMENT, LP,
a Texas limited liability company
By: GA Land Development, Inc., a Texas corporation
Its: General Partner

By: _____
Nick DiGiuseppe, Authorized Signatory

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 15th day of June 2016, by Nick DiGiuseppe, Authorized Signatory of GA Land Development, Inc, a Texas corporation, General Partner of **GA Land Development, LP**, a Texas limited partnership, on behalf of said limited partnership.

ALYSON S DIBLASI
Notary Public, State of Texas
Comm. Expires 03-21-2020
Notary ID 13058922-8

Alyson S DiBlasi
Notary Public, The State of Texas

**SIGNED AND ACKNOWLEDGED**

SIGNED on this 15 day of June 2016.

ASHTON DALLAS RESIDENTIAL, L.L.C.,
a Texas limited liability company

By: _____
Tom Houser, Division President

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this 15 day of June 2016, by Tom Houser, Division President of **Ashton Dallas Residential, L.L.C.**, a Texas limited liability company, on behalf of said company.

ERIN KIRSTEN PHARR
Notary Public, State of Texas
My Commission Expires
September 19, 2018

Erin K Pharr
Notary Public, The State of Texas

UNOFFICIAL

## CONSENT TO SUPPLEMENTAL DECLARATION
## BY FOUNDER OF CRAIG RANCH

VCIM Partners, L.P., a Texas limited partnership, is the "Founder" of Craig Ranch, a master planned community in McKinney, Texas, which is subject to the Community Charter of Craig Ranch, recorded on March 12, 2004, as Document No. 2004-0034616, in Volume 5625, Page 01378, Real Property Records, Collin County, Texas (the "Charter"). Pursuant to Section 20.5 of the Charter, Founder has the right to consent to the Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch.

By signing below, Founder consents to the recording of the Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch as to the land described in Appendix A attached hereto.

Signed on this 21st day of JUNE 2016.

VCIM PARTNERS, L.P., a Texas limited partnership

By: VCIM, LLC, a Texas limited liability company, its general partner

By: _____
David H. Craig, General Manager

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 21st day of JUNE 2016, by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company, on behalf of the company in its capacity as general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, The State of Texas

SANDRA D. MAYO
Notary Public
STATE OF TEXAS
My Comm. Exp. June 27, 2016

UNOFFICIAL

UNOFFICIAL

# APPENDIX A

## Record Plat
## Southern Hills at Craig Ranch
## Phase 1
## 209 Residential Lots  12 Common Area Lots
## 3 Future Development Tracts
## 107.654 Acres out of the Elias Alexander Survey, Abstract No. 18
## And the
## John Driggers Survey, Abstract No. 274
## City of McKinney, Collin County, Texas

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 1 | 6800 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 2 | 6804 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 3 | 6808 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 4 | 6812 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 5 | 6816 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 6 | 6820 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 7 | 6900 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 8 | 6904 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 9 | 6908 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 10 | 6912 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 11 | 6916 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 12 | 6920 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 13 | 6921 Royal View Drive | McKinney | Texas | |
| 1 | A | 14 | 6917 Royal View Drive | McKinney | Texas | |
| 1 | A | 15 | 6913 Royal View Drive | McKinney | Texas | |
| 1 | A | 16 | 6909 Royal View Drive | McKinney | Texas | |
| 1 | A | 17 | 6905 Royal View Drive | McKinney | Texas | |
| 1 | A | 18 | 6901 Royal View Drive | McKinney | Texas | |
| 1 | A | 19 | 6825 Royal View Drive | McKinney | Texas | |
| 1 | A | 20 | 6821 Royal View Drive | McKinney | Texas | |
| 1 | A | 21 | 6817 Royal View Drive | McKinney | Texas | |
| 1 | A | 22 | 6813 Royal View Drive | McKinney | Texas | |
| 1 | A | 23 | 6809 Royal View Drive | McKinney | Texas | |
| 1 | A | 24 | 6805 Royal View Drive | McKinney | Texas | |

**Record Plat**
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 25 | 6801 Royal View Drive | McKinney | Texas | |
| 1 | A | 26 | 6800 Royal View Drive | McKinney | Texas | |
| 1 | A | 27 | 6804 Royal View Drive | McKinney | Texas | |
| 1 | A | 28 | 6808 Royal View Drive | McKinney | Texas | |
| 1 | A | 29 | 6812 Royal View Drive | McKinney | Texas | |
| 1 | A | 30 | 6816 Royal View Drive | McKinney | Texas | |
| 1 | A | 31 | 6820 Royal View Drive | McKinney | Texas | |
| 1 | A | 32 | 6824 Royal View Drive | McKinney | Texas | |
| 1 | A | 33 | 6900 Royal View Drive | McKinney | Texas | |
| 1 | A | 34 | 6904 Royal View Drive | McKinney | Texas | |
| 1 | A | 35 | 6908 Royal View Drive | McKinney | Texas | |
| 1 | A | 36 | 6912 Royal View Drive | McKinney | Texas | |
| 1 | A | 37 | 6916 Royal View Drive | McKinney | Texas | |
| 1 | A | 38 | 6920 Royal View Drive | McKinney | Texas | |
| 1 | A | 39 | 6924 Royal View Drive | McKinney | Texas | |
| 1 | A | 40 | 7000 Royal View Drive | McKinney | Texas | |
| 1 | A | 41 | 7004 Royal View Drive | McKinney | Texas | |
| 1 | A | 42 | 7008 Royal View Drive | McKinney | Texas | |
| 1 | A | 43 | 7012 Royal View Drive | McKinney | Texas | |
| 1 | A | 44 | 7016 Royal View Drive | McKinney | Texas | |
| 1 | A | 45 | 7020 Royal View Drive | McKinney | Texas | |
| 1 | A | 46 | 7024 Royal View Drive | McKinney | Texas | |
| 1 | A | 47 | 7100 Royal View Drive | McKinney | Texas | |
| 1 | A | 48 | 7104 Royal View Drive | McKinney | Texas | |
| 1 | A | 49 | 7108 Royal View Drive | McKinney | Texas | |

**Record Plat**
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 50 | 7112 Royal View Drive | McKinney | Texas | |
| 1 | A | 51 | 7116 Royal View Drive | McKinney | Texas | |
| 1 | A | 52 | 7120 Royal View Drive | McKinney | Texas | |
| 1 | B | 1 | 7001 Royal View Drive | McKinney | Texas | |
| 1 | B | 2 | 7005 Royal View Drive | McKinney | Texas | |
| 1 | B | 3 | 7009 Royal View Drive | McKinney | Texas | |
| 1 | B | 4 | 7013 Royal View Drive | McKinney | Texas | |
| 1 | B | 5 | 7017 Royal View Drive | McKinney | Texas | |
| 1 | B | 6 | 7021 Royal View Drive | McKinney | Texas | |
| 1 | B | 7 | 7101 Royal View Drive | McKinney | Texas | |
| 1 | B | 8 | 7105 Royal View Drive | McKinney | Texas | |
| 1 | B | 9 | 7109 Royal View Drive | McKinney | Texas | |
| 1 | B | 10 | 7113 Royal View Drive | McKinney | Texas | |
| 1 | B | 11 | 7117 Royal View Drive | McKinney | Texas | |
| 1 | B | 12 | 7121 Royal View Drive | McKinney | Texas | |
| 1 | B | 13 | 7120 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 14 | 7116 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 15 | 7112 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 16 | 7108 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 17 | 7104 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 18 | 7100 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 19 | 7024 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 20 | 7020 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 21 | 7016 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 22 | 7012 Royal Liverpool Drive | McKinney | Texas | |

**Record Plat**
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | B | 23 | 7008 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 24 | 7004 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 25 | 7000 Royal Liverpool Drive | McKinney | Texas | |
| 1 | D | 1 | 6901 St. George's Drive | McKinney | Texas | |
| 1 | D | 2 | 6905 St. George's Drive | McKinney | Texas | |
| 1 | D | 3 | 6909 St. George's Drive | McKinney | Texas | |
| 1 | D | 4 | 6913 St. George's Drive | McKinney | Texas | |
| 1 | D | 5 | 6917 St. George's Drive | McKinney | Texas | |
| 1 | D | 6 | 8601 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 7 | 8605 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 8 | 8609 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 9 | 8613 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 10 | 8701 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 11 | 8705 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 12 | 8709 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 13 | 8713 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 14 | 8720 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 15 | 8716 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 16 | 8712 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 17 | 8708 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 18 | 8704 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 19 | 8700 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 20 | 8620 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 21 | 8616 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 22 | 8612 Pine Valley Drive | McKinney | Texas | |

**APPENDIX A**
(Continued)

***Record Plat***
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | D | 23 | 8608 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 24 | 8604 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 25 | 8600 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 26 | 8528 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 27 | 8524 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 28 | 8520 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 29 | 8516 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 30 | 8512 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 31 | 8508 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 32 | 8504 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 33 | 8500 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 34 | 8401 Cottage Drive | McKinney | Texas | |
| 1 | D | 35 | 8405 Cottage Drive | McKinney | Texas | |
| 1 | D | 36 | 8409 Cottage Drive | McKinney | Texas | |
| 1 | D | 37 | 8413 Cottage Drive | McKinney | Texas | |
| 1 | D | 38 | 8417 Cottage Drive | McKinney | Texas | |
| 1 | F | 1 | 8616 Bethpage Drive | McKinney | Texas | |
| 1 | F | 2 | 8612 Bethpage Drive | McKinney | Texas | |
| 1 | F | 3 | 8608 Bethpage Drive | McKinney | Texas | |
| 1 | F | 4 | 8604 Bethpage Drive | McKinney | Texas | |
| 1 | F | 5 | 8600 Bethpage Drive | McKinney | Texas | |
| 1 | G | 1 | 7001 St. George's Drive | McKinney | Texas | |
| 1 | G | 2 | 7005 St. George's Drive | McKinney | Texas | |
| 1 | G | 3 | 7009 St. George's Drive | McKinney | Texas | |
| 1 | G | 4 | 7013 St. George's Drive | McKinney | Texas | |

UNOFFICIAL

***Record Plat***
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | G | 5 | 7017 St. George's Drive | McKinney | Texas | |
| 1 | G | 6 | 7101 St. George's Drive | McKinney | Texas | |
| 1 | G | 7 | 7105 St. George's Drive | McKinney | Texas | |
| 1 | G | 8 | 7109 St. George's Drive | McKinney | Texas | |
| 1 | G | 9 | 7113 St. George's Drive | McKinney | Texas | |
| 1 | G | 10 | 8500 Homestead Drive | McKinney | Texas | |
| 1 | G | 11 | 8501 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 12 | 8505 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 13 | 8509 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 14 | 8513 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 15 | 8517 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 16 | 8521 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 17 | 8525 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 18 | 8529 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 19 | 8533 Pine Valley Drive | McKinney | Texas | |
| 1 | K | 1 | 8212 Cottage Drive | McKinney | Texas | |
| 1 | K | 2 | 8216 Cottage Drive | McKinney | Texas | |
| 1 | K | 3 | 8300 Cottage Drive | McKinney | Texas | |
| 1 | K | 4 | 8304 Cottage Drive | McKinney | Texas | |
| 1 | K | 5 | 8308 Cottage Drive | McKinney | Texas | |
| 1 | K | 6 | 7017 Homestead Drive | McKinney | Texas | |
| 1 | K | 7 | 7013 Homestead Drive | McKinney | Texas | |
| 1 | K | 8 | 7009 Homestead Drive | McKinney | Texas | |
| 1 | K | 9 | 7005 Homestead Drive | McKinney | Texas | |
| 1 | K | 10 | 7001 Homestead Drive | McKinney | Texas | |

***Record Plat***
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | K | 11 | 6909 Homestead Drive | McKinney | Texas | |
| 1 | K | 12 | 6905 Homestead Drive | McKinney | Texas | |
| 1 | K | 13 | 6901 Homestead Drive | McKinney | Texas | |
| 1 | K | 14 | 6908 Gulf Club Drive | McKinney | Texas | |
| 1 | K | 15 | 6912 Gulf Club Drive | McKinney | Texas | |
| 1 | K | 16 | 6916 Gulf Club Drive | McKinney | Texas | |
| 1 | K | 17 | 8201 Cottage Drive | McKinney | Texas | |
| 1 | K | 18 | 8205 Cottage Drive | McKinney | Texas | |
| 1 | K | 19 | 8209 Cottage Drive | McKinney | Texas | |
| 1 | K | 20 | 8213 Cottage Drive | McKinney | Texas | |
| 1 | K | 21 | 8217 Cottage Drive | McKinney | Texas | |
| 1 | K | 22 | 8301 Cottage Drive | McKinney | Texas | |
| 1 | K | 23 | 8305 Cottage Drive | McKinney | Texas | |
| 1 | K | 24 | 8309 Cottage Drive | McKinney | Texas | |
| 1 | K | 25 | 8313 Cottage Drive | McKinney | Texas | |
| 1 | K | 26 | 8317 Cottage Drive | McKinney | Texas | |
| 1 | K | 27 | 8321 Cottage Drive | McKinney | Texas | |
| 1 | M | 1 | 8425 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 2 | 8421 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 3 | 8417 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 4 | 8413 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 5 | 8409 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 6 | 8405 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 7 | 8401 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 8 | 8309 Shoreacres Drive | McKinney | Texas | |

***Record Plat***
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | M | 9 | 8305 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 10 | 8301 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 11 | 6900 Homestead Drive | McKinney | Texas | |
| 1 | M | 12 | 6904 Homestead Drive | McKinney | Texas | |
| 1 | M | 13 | 6908 Homestead Drive | McKinney | Texas | |
| 1 | M | 14 | 6912 Homestead Drive | McKinney | Texas | |
| 1 | M | 15 | 6916 Homestead Drive | McKinney | Texas | |
| 1 | M | 16 | 7000 Homestead Drive | McKinney | Texas | |
| 1 | M | 17 | 7004 Homestead Drive | McKinney | Texas | |
| 1 | M | 18 | 7008 Homestead Drive | McKinney | Texas | |
| 1 | M | 19 | 7012 Homestead Drive | McKinney | Texas | |
| 1 | M | 20 | 7016 Homestead Drive | McKinney | Texas | |
| 1 | O | 1 | 8312 Shoreacres Drive | McKinney | Texas | |
| 1 | O | 2 | 8308 Shoreacres Drive | McKinney | Texas | |
| 1 | O | 3 | 8304 Shoreacres Drive | McKinney | Texas | |
| 1 | O | 4 | 8300 Shoreacres Drive | McKinney | Texas | |
| 1 | O | 5 | 6801 Golf Club Drive | McKinney | Texas | |
| 1 | O | 6 | 6805 Golf Club Drive | McKinney | Texas | |
| 1 | O | 7 | 6809 Golf Club Drive | McKinney | Texas | |
| 1 | O | 8 | 6813 Golf Club Drive | McKinney | Texas | |
| 1 | O | 9 | 6817 Golf Club Drive | McKinney | Texas | |
| 1 | O | 10 | 6821 Golf Club Drive | McKinney | Texas | |
| 1 | O | 11 | 6901 Golf Club Drive | McKinney | Texas | |
| 1 | O | 12 | 6905 Golf Club Drive | McKinney | Texas | |
| 1 | O | 13 | 6909 Golf Club Drive | McKinney | Texas | |

***Record Plat***
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | O | 14 | 6913 Golf Club Drive | McKinney | Texas | |
| 1 | O | 15 | 6917 Golf Club Drive | McKinney | Texas | |
| 1 | O | 16 | 7001 Golf Club Drive | McKinney | Texas | |
| 1 | O | 17 | 7005 Golf Club Drive | McKinney | Texas | |
| 1 | O | 18 | 7009 Golf Club Drive | McKinney | Texas | |
| 1 | O | 19 | 7013 Golf Club Drive | McKinney | Texas | |
| 1 | O | 20 | 7017 Golf Club Drive | McKinney | Texas | |
| 1 | O | 21 | 7021 Golf Club Drive | McKinney | Texas | |
| 1 | O | 22 | 7025 Golf Club Drive | McKinney | Texas | |
| 1 | O | 23 | 7029 Golf Club Drive | McKinney | Texas | |

UNOFFICIAL

## Southern Hills at Craig Ranch
## Phase 1

## Lots owned by Ashton Woods
## City of McKinney, Collin County, Texas

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 21 | 6817 Royal View Drive | McKinney | Texas | |
| 1 | A | 22 | 6813 Royal View Drive | McKinney | Texas | |
| 1 | A | 23 | 6809 Royal View Drive | McKinney | Texas | |
| 1 | A | 24 | 6805 Royal View Drive | McKinney | Texas | |
| 1 | A | 25 | 6801 Royal View Drive | McKinney | Texas | |
| 1 | A | 26 | 6800 Royal View Drive | McKinney | Texas | |
| 1 | A | 27 | 6804 Royal View Drive | McKinney | Texas | |
| 1 | A | 28 | 6808 Royal View Drive | McKinney | Texas | |
| 1 | A | 29 | 6812 Royal View Drive | McKinney | Texas | |
| 1 | A | 30 | 6816 Royal View Drive | McKinney | Texas | |
| 1 | D | 8 | 8609 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 9 | 8613 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 10 | 8701 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 11 | 8705 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 12 | 8709 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 13 | 8713 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 14 | 8720 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 15 | 8716 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 16 | 8712 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 17 | 8708 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 18 | 8704 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 19 | 8700 Pine Valley Drive | McKinney | Texas | |
| 1 | K | 2 | 8216 Cottage Drive | McKinney | Texas | |
| 1 | K | 3 | 8300 Cottage Drive | McKinney | Texas | |
| 1 | K | 4 | 8304 Cottage Drive | McKinney | Texas | |
| 1 | K | 5 | 8308 Cottage Drive | McKinney | Texas | |
| 1 | M | 2 | 8421 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 3 | 8417 Shoreacres Drive | McKinney | Texas | |
| 1 | O | 6 | 6805 Golf Club Drive | McKinney | Texas | |

## APPENDIX B
## PARCEL DEVELOPER REPRESENTATIONS & RESERVATIONS

B.1 GENERAL PROVISIONS.

B.1.1 Introduction. Parcel Developer intends this Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Parcel Developer's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Parcel Developer is compiling the Parcel Developer-related provisions in this Appendix.

B.1.2 General Reservation & Construction. Notwithstanding other provisions of this Declaration to the contrary, nothing contained therein may be construed to, no may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Parcel Developer hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and the main body of the Declaration or any other Governing Documents as it applies to Southern Hills at Craig Ranch, this Appendix controls. This Appendix may not be amended without the prior written consent of Parcel Developer. The terms and provisions of this Appendix must be construed liberally to give effect to Parcel Developer's intent to protect Parcel Developer's interests in the Property.

B.1.3 Purpose of Parcel Development Period. This Appendix gives Parcel Developer certain rights during the Parcel Development Period to ensure a complete and orderly build out and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees. Parcel Developer may not use its control of the Property for advantage over the owners by way of retention of any residual rights or interests in the Property.

B.1.4 Builders. As used in this Appendix and elsewhere in the Declaration, "Builder" means a person or entity which purchases, or contracts to purchase, a lot from Parcel Developer or from a Builder for the purpose of constructing a residence for sale under contract to an owner other than Parcel Developer. As used in this Declaration, Builder does not refer to Parcel Developer or to any home building or home marketing company that is an affiliate of Parcel Developer. Parcel Developer may, without notice, sell some or all of the lots to one or more Builders to improve the lots with residences to be sold and occupied.

B.2 PARCEL DEVELOPMENT PERIOD RESERVATIONS. Parcel Developer reserve the following easements and rights, exercisable at Parcel Developer's sole discretion, at any time during the Parcel Development Period. To the extent any of these reservations exceeds restrictions in the Community Charter, Founder's execution of this Declaration constitutes a waiver or variance of those Charter restrictions.

B.2.1 Platting. If the Property includes unplatted parcels, they may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates common areas or obligations for the Association must also be approved by Parcel Developer. Parcel Developer's right to have the Property platted, or to approve such plats, is for a term of years and does not require that Parcel Developer own land described in Appendix A at the time or times Parcel Developer exercises its right of platting.

B.2.2 Withdrawal. During the Parcel Development period, Parcel Developer may withdraw from the Property any portion of the real property that is platted as a phase of Southern Hills at Craig Ranch, provided that no lot in the phase to be withdrawn has been conveyed to an owner other than a Builder.

B.2.3 Changes in Development Plan. Parcel Developer may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by (1) a governmental entity, if applicable, (2) the Reviewer, and (3) the owner of the land or lots to which the change would directly apply (if other than Parcel Developer), Parcel Developer may (a) change the sizes, dimensions, and configurations of lots and streets; (b) change the minimum residence size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

B.2.4 Adjacent Land Use. Parcel Developer makes no representations of any kind as to current or future uses – actual or permitted – of any land within Craig Ranch or any land that is adjacent to or near the Property, regardless of what the Southern Hills Plat or the Founder's marketing materials show as potential uses of adjoining land.

B.2.5 Builder Limitations. Parcel Developer may require its approval (which may not be reasonably withheld) of all documents and materials used by a Builder or an owner in connection with the development, sale, and/or leasing of lots and residences, including without limitation printed and online promotional materials; websites; deed restrictions; forms for deeds, lot sales, lot closings, and leases. Without Parcel Developer's prior written approval, a Builder or owner may not use a lot as a sales or leasing office or model home, or to market homes, lots or other products located outside the Property.

B.2.6 Amendment. During the Parcel Development Period, Parcel Developer may amend this Supplemental Declaration, without consent of other owners or any mortgagee, for any purpose, including without limitation the following purposes:

a. To add real property to the Property.
b. To withdraw real property from the Property.
c. To create lots, easements, and common areas within the Property.
d. To subdivide, combine, or reconfigure lots.
e. To convert lots into common areas.
f. To modify the construction and use restrictions of this Declaration.

g. To adopt or modify the Maintenance Responsibility Chart.
h. To comply with requirements of an underwriting lender.
i. To comply with the requirements of the Community Association.
j. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in this Declaration.
k. To enable any reputable title insurance company to issue title insurance coverage on the lots.
l. To enable an institutional or governmental lender to make or purchase mortgage loans on the lots.
m. To change the name or entity of Parcel Developer.
n. To change the name of the addition in which the Property is located.
o. For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

B.2.7 Completion. During the Parcel Development Period, Parcel Developer has (1) the right to complete or make improvements indicated on the plat; (2) the right to sell or lease any lot owned by Parcel Developer; and (3) an easement and right to erect, construct, and maintain on and in the common area, and lots owned or leased by Parcel Developer whatever Parcel Developer determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

B.2.8 Easement to Inspect & Right to Correct. During the Parcel Development Period reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Parcel Developer will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a lot may be warranted by a change of circumstance, imprecise citing of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Parcel Developer or the Association.

B.2.9 Promotion. During the Parcel Development Period, Parcel Developer reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Parcel Developer's homes, lots, developments, or other products located outside the Property. Parcel Developer reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Parcel Developer also reserves the right to sponsor marketing events – such as open houses, MLS tours, and brokers parties – at the Property to promote the sale of lots. During the Parcel Development Period, Parcel Developer also

reserves (1) the right to permit Builders to place signs and promotional materials on the Property and (2) the right to exempt Builders from the sign restriction in this Declaration.

B.2.10 Offices. During the Parcel Development Period, Parcel Developer reserves for itself the right to use lots owned or leased by Parcel Developer as models, storage area, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Parcel Developer's developments or other products located outside the Property. Also, Parcel Developer reserves for itself the easement and right to make structural changes and alterations on and to lots and residences used by Parcel Developer as models, storage area, and offices as may be necessary to adapt them to the uses permitted herein.

B.2.11 Access. During the Parcel Development Period, Parcel Developer has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Parcel Developer's obligations under this Declaration. Parcel Developer also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of lots and homes by Parcel Developer or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

B.2.12 Utility Easements. During the Parcel Development Period, Parcel Developer may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Parcel Developer reserves the right to make changes in and additional to the easements on any lot, as shown on the plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a common area of the Property or not owned by Parcel Developer, Parcel Developer must have the prior written consent of the land owner.

B.3 THE SOUTHERN HILLS COMMITTEE. During the Parcel Development Period, Parcel Developer may appoint, remove, and replace any member of the Southern Hills Committee, none of whom need be owners or residents, and all of whom serve at the pleasure of the Parcel Developer. Within 60 days after the end of the Parcel Development Period, or sooner at the Parcel Developer's option, Parcel Developer will call a meeting of owners of Southern Hills at Craig Ranch for the purpose of electing, by vote of the owners, members to the Southern Hills Committee. Written notice of the owners' meeting must be given to an owner of each lot in Southern Hills at Craig Ranch at least 10 days before the meeting. For this meeting, owners of 10 percent of the lots constitute a quorum.

B.4 BUDGET & ASSESSMENTS. During the Parcel Development Period, Parcel Developer has the following obligation for Southern Hills at Craig Ranch operating budget and reserves.

B.4.1 Service Area Budget. The projected annual service area budget developed by the Association for Southern Hills at Craig Ranch must be approved by Parcel Developer. An annual budget that has been approved by Parcel Developer remains in effect, from year to year, until Parcel Developer approves a different budget or a modification of the approved budget.

B.4.2 Assessments for Southern Hills and Assessments for the Association. Parcel Developer is responsible for ensuring that the day-to-day operations of Southern Hills at Craig Ranch are adequately funded to fulfill the responsibilities of the Association for Southern Hills at Craig Ranch as a service area while the Parcel Developer is developing the Property.

a. Until the Association first levies Southern Hills Annual Assessments, the Parcel Developer will pay all actual expenses relating to the operation and maintenance of Southern Hills at Craig Ranch as a service area and is not required to create or contribute to the Southern Hills reserve fund, if any. It is anticipated that the Annual Assessment for Southern Hills commencing in the year 2016 will be $420.00 per Lot. The Annual Assessments for Southern Hills will be billed on a semi-annual basis and will be due on January 1 of each year until otherwise determined by the approved budget.

b. Each lot is also required to pay annual assessments to the Association. For the year 2016, the annual assessment has been set at $305.00 annually and may change for subsequent years. The annual assessment to the Association is due January 1 of each year.

c. Any builder entity that owns a lot within Southern Hills at Craig Ranch must pay Association Assessments in accordance with Exhibit E of the Community Charter and shall, in addition, pay Annual Assessments for Southern Hills or service area fees, as determined by the service area budget until such time as the lot is developed and sold to an owner for residential use or occupancy.

d. Following termination of the Parcel Development Period, Parcel Developer (for each lot owned by Parcel Developer) is liable for Assessments for Southern Hills in the same manner as any owner, and is not liable for shortfalls or deficiencies in the Southern Hills budget or funds.

e. In the interim – between the time the Association starts levying Southern Hills Annual Assessments and the termination of Parcel Development Period, Parcel Developer – solely at its discretion and from time to time – has the following options:

(1) Parcel Developer will be liable for Southern Hills Annual Assessments in the same manner as any owner, and is not individually liable for operating deficits, if any; or

(2) Alternatively, at Parcel Developer's sole discretion, Parcel Developer will periodically pay to the Association an amount equal to the Association's actual operational expenses for Southern Hills at Craig Ranch as a service area (hence, not reserves), less (or minus) both of the following:

(a) The operational portion of the Southern Hills Annual Assessments received from the other owners.
(b) The operating fund contributions received from lot purchasers.

f. If the Parcel Developer elects option (2) in Subparagraph e above, the Association will reimburse Parcel Developer for any amounts paid by Parcel Developer that can be attributed to one or more delinquencies in assessments or Southern Hills at Craig Ranch operating contributions – if and when those delinquencies are cured.

B.5 ARCHITECTURAL CONTROL BY PARCEL DEVELOPER. During the Parcel Development Period, Parcel Developer has the absolute right to serve as the Architectural Reviewer for Southern Hills at Craig Ranch, subject only to the absolute right of the Founder to veto any decision made by Parcel Developer in its capacity as Architectural Reviewer for the Southern Hills at Craig Ranch.

B.5.1 Parcel Developer's Rights Reserved. Each owner, by accepting an interest in or title to a lot, whether or not it so expressed in the instrument of conveyance, covenants and agrees that Parcel Developer has a substantial interest in ensuring that the improvements within the Property enhance Parcel Developer's reputation as a community developer and do not impair Parcel Developer's ability to market its property or the ability of Builders to sell lots in the Property. Accordingly, each owner agrees that – during the Parcel Development Period – no improvements will be started or progressed on owner's lot without the prior written approval of Parcel Developer, which approval may be granted or withheld at Parcel Developer's sole discretion. In reviewing and acting on an application for approval, Parcel Developer may act solely in its self-interest and owes no duty to any other person or organization. Parcel Developer may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

B.5.2 Delegation by Parcel Developer. During the Parcel Development period, Parcel Developer may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to the Association's Reviewer. 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 Parcel Developer (1) to revoke such delegation at any time and reassume jurisdiction over matters previously delegated and (2) to veto any decision which Parcel Developer in its sole discretion determines to be inappropriate or inadvisable for any reason.

B.5.3 Vacant Lots. Parcel Developer also has the unilateral right to exercise architectural control over vacant lots in the Property. Neither the Association, the Reviewer, or a committee appointed by the Association (no matter how the committee is named) may involve itself with the approval of new residential and related improvements on vacant lots provided (1) the structure, type, and quality of construction of buildings and improvements are substantially consistent with that of the buildings and improvements then-existing in the Property, or (2) the Founder pre-approved the elevations and construction plans for the new residences on vacant lots.

B.5.4 Limits on Liability. In its role as the Architectural Reviewer, Parcel Developer has sole discretion with respect to taste, design, and all standards specified by this Section. The Architectural Reviewer has no liability for decisions made in good faith by the Architectural Reviewer, and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the owner's compliance with approved plans and specifications, or (3) the compliance of the owner's plans and specifications with governmental codes and ordinances, state and federal laws.

B.5.5 Modifications. Any approval for an exterior modification granted by Parcel Developer in its role as Architectural Reviewer for the Southern Hills at Craig Ranch is subject to review and disapproval by Founder if Founder determines that the modification is detrimental to the appearance of the neighborhood. Accordingly, an owner applying for approval of a modification must obtain the approval of both the Founder and the Parcel Developer, in their respective capacities. Founder's approval of a modification application is contingent on approval by the Parcel Developer. Founder's disapproval of a modification application is effective without contingency, whether or not the Parcel Developer disapproves the application.

B.6 COMMON AREAS. Parcel Developer will convey title to the common areas to the Association by one or more deeds. The Parcel Developer is required to install and construct improvements to the Southern Hills Common Area in connection with the initial development of the Property with the understanding and agreement by the Parcel Developer that the cost thereof is not a service area expense or an expense of the Association but an expense of the Parcel Developer. Thereafter, all costs attributable to Southern Hills Common Areas, including maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to Southern Hills Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific common area. To be valid, the transfer of title of Southern Hills Common Areas to the Association or the Association's assumption of maintenance responsibility for Southern Hills Common Areas requires, as a condition precedent, the Association's inspection, evaluation and acceptance of Southern Hills Common Areas.

B.7 SUCCESSOR PARCEL DEVELOPER. Parcel Developer may designate one or more Successor Parcel Developers for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed, and acknowledged by Parcel Developer and Successor Parcel Developer, and recorded in the Official Public Records of Collin County, Texas. Parcel Developer (or Successor Parcel Developer) may subject the designation of Successor Parcel Developer to limitations and reservations. Unless the designation of Successor Parcel Developer provides otherwise, a Successor Parcel Developer has the rights of Parcel Developer under this Section and may designate further Successor Parcel Developers.

*(End of Appendix B)*

# APPENDIX C
# CRAIG RANCH FEES DUE AT CLOSING

## THE COSTS OF BUYING & SELLING AT SOUTHERN HILLS AT CRAIG RANCH

C.1 GENERAL PROVISIONS. The purpose of this Appendix is to highlight the related expenses, fees, charges, and contributions (hereafter, collectively, the "Craig Ranch Transfer Fees") that are capable of arising at the time of a lot or home's sales or purchase **other than – and excluding – buyer's prepaid and/or pro-rata assessments.**

C.1.1 Nonrefundable. The Craig Ranch Transfer Fees described in this Appendix are not refundable and may not be regarded as a prepayment of or credit against assessments. Although the fees are nonrefundable by the Association or the manager, as applicable, this provision may not be construed to prevent a selling owner from negotiating with its buyer for repayment of Craig Ranch Transfer Fees paid by the Seller.

C.1.2 Types. Craig Ranch Transfer Fees generally fall into two types of categories – **budget enhancing fees**, such as contributions to the reserve or operating funds of the Association, and **administrative fees**, such as fees for resale certificates, estoppel certificates, copies of Governing Documents, compliance inspections, ownership record changes, and priority processing.

C.1.3 Manager's Fees. Craig Ranch Transfer Fees may be charged by the Association or by the Association's manager or managing agent (collectively, "manager"), provided there is no duplication of fees by type of amount. This Appendix does not obligate the Association or its manager to levy Craig Ranch Transfer Fees. The number, types, and amounts of Craig Ranch Transfer Fees charged by a manager (1) must have the prior written approval of the board, (2) are not subject to the Association's assessment lien, (3) should not exceed what is customary in amount, kind, and number for the local marketplace, and (4) are not payable by the Association unless the management contract so stipulates.

C.1.4 Who Pays? This Appendix purposefully does not state the party who is required to pay the Craig Ranch Transfer Fees, which may be paid by either party, per their negotiations. Although Section 14.10(a) of the Community Charter states that the Community Enhancement Fee is charged to the selling owner, for home transfers in Southern Hills at Craig Ranch the Community Enhancement Fee is charged to buyers rather than sellers, unless the parties negotiated differently between themselves. Craig Ranch Transfer Fees are typically collected at closing. If the Craig Ranch Transfer Fees are not collected at closing, the buyer remains liable to the Association or to the manager, as applicable, for the fee until paid. Craig Ranch Transfer Fees may not be avoided by effecting the transfer without the services of a title company.

C.1.5 Waiver. The Association and its manager may waive some or all Craig Ranch Transfer Fees on a transfer by transfer basis, without waiving the right to charge such fees on future transfers.

C.1.6 Exclusions. The following transfers are not subject to or liable for Craig Ranch Transfer Fees: (1) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (2) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; (3) transfer to, from, or by the Association; (4) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent; (5) a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; (6) a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (7) a disposition by a governmental agency. This Section does not apply to Community Enhancement Fees, which are subject to the exemptions in Section 14.10(d) of the Community Charter.

C.1.7 Amendment. This Appendix C may be amended and restated by the board without a vote of the Southern Hills at Craig Ranch owners, provided that during the Parcel Development Period any amendment of this Appendix C must have the written and acknowledged consent of the Parcel Developer. Any amendment and restatement of this Appendix C must be recorded in the Official Public Records of Collin County, Texas, and may be recorded independently of the Supplemental Declaration.

C.2 THE INITIAL BUYER OF A NEW HOME/LOT. Each transfer of a new residence by the Parcel Developer, a Parcel Developer-affiliate, or a Builder is liable for the following Craig Ranch Transfer Fees, if any, in effect at the time of purchase. If the Craig Ranch Transfer Fees are not collected from the buyer at time of closing, the Parcel Developer is not thereafter liable for them, and the buyer remains liable to the Association or its managing agent, as applicable, until the fee is received.

a. To the Association, any transfer-related fee authorized by the Governing Documents, such as the Community Enhancement Fee.
b. To the Association, a one time contribution **in the amount of $275.00** for the Association's operating funds for Southern Hills at Craig Ranch service area.
c. To the Association's manager, its customary fees to issue a Resale Certificate.

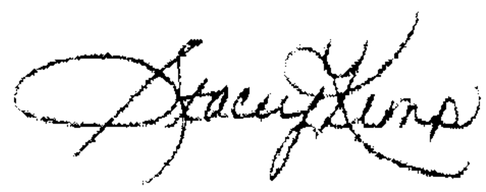
C.3 THE BUYER OF A RESALE HOME/LOT. Every transfer of a lot by an owner other than the Parcel Developer or Builder is liable for the following Craig Ranch Transfer Fees, if any, in effect at the time of purchase.

a. To the Association, any transfer-related fee authorized by the Governing Documents, such as the Community Enhancement Fee.
b. To the Association, a one-time contribution to the Association's operating funds for **the Southern Hills at Craig Ranch service area**, in an amount equivalent to one-third of the Southern Hills Annual Assessment.
c. To the Association's manager, its customary Transfer Fees and Fees to Issue a Resale Certificate.

*(End of Appendix C)*

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/24/2016 11:50:36 AM
$322.00 DLAIRD
20160624000800520



**AFTER RECORDING RETURN TO:**

**Judd A. Austin, Jr., Esq.**
**Henry Oddo Austin & Fletcher, P.C.**
**1700 Pacific Avenue**
**Suite 2700**
**Dallas, Texas 75201**

# FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SOUTHERN HILLS AT CRAIG RANCH

**STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**COUNTY OF COLLIN** §

THIS FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SOUTHERN HILLS AT CRAIG RANCH (this "*First Amendment*") is made as of the date set forth below by GA Land Development, LP, a Texas limited partnership ("*Parcel Developer*").

## INTRODUCTORY PROVISIONS

**WHEREAS**, the Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch was filed on June 24, 2016, and is recorded as Instrument No. 20160624000800520 in the Official Records of Collin County, Texas (the "*Southern Hills Declaration*"); and

**WHEREAS**, following this amendment the Southern Hills Declaration will affect certain tracts or parcels of real property in Collin County, Texas, more particularly described on Appendix A attached hereto and incorporated herein by reference for all purposes (the "*Property*"); and

**WHEREAS**, under Section B.2.6 of Appendix B attached to the Southern Hills Declaration, the Parcel Developer, during the Development Period, may amend the Southern Hills Declaration for the purpose of adding real property to the definition of Property and to subject such real property to the terms and conditions of the Southern Hills Declaration; and

**WHEREAS**, the amendment to the Southern Hills Declaration, as hereinafter set forth, is made by the Parcel Developer during the Development Period.

**NOW, THEREFORE**, the Southern Hills Declaration is hereby amended as follows:

**(a) Appendix A attached to this First Amendment shall serve to replace Appendix A attached to the Southern Hills Declaration and Section 1.19 of Article 1 of the Southern Hills Declaration is amended to read, in its entirety, as follows, and**:

***1.19 "Property"*** *means all the land subject to this Declaration and all improvement, easement, rights, and appurtenances to the land. The name of the Property is Southern Hills at Craig Ranch. The Property is located on land described on Appendix A to this Declaration, and includes every lot and common area thereon. The Property may be expanded by amendment to this Declaration and with the consent of the owner of the property so annexed. The Property may also be referred to as a "**Service Area**" or "**Benefitted Parcel**."*

Parcel Developer, as the owner of the property described in that certain plat for Southern Hills at Craig Ranch Phase 2, filed on June 25, 2018, and recorded as Instrument No. 20180625010002920 of the Official Public Records of Collin County, Texas, and as Instrument No. 2018-471 in the Map or Plat Records of Collin County, Texas ("*Phase 2*"), hereby affirms and declares its intent to add or annex additional property, specifically Phase 2, to the scheme of development set forth in the Southern Hills Declaration, as amended, to the Amended and Restated Community Charter for Craig Ranch, filed as Instrument No. 20180604000683380 in the Official

Public Records of Collin County, Texas, and to the jurisdiction of the Craig Ranch Community Association. Phase 2, is hereby made subject to the scheme and plan of development contained in the Southern Hills Declaration, as amended, and, from and after the date this First Amendment is filed with the office of the Collin County Clerk, Phase 2 shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Southern Hills Declaration, as amended.

The Southern Hills Declaration, except as modified herein, is hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of Southern Hills Declaration and this First Amendment, which shall run with title to the Property, and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

**IN WITNESS WHEREOF**, this First Amendment to the Southern Hills Declaration is made by GA Land Development, LP, a Texas limited partnership, as Parcel Developer, and made to be effective upon filing with the Office of the Collin County Clerk.

**PARCEL DEVELOPER:**

**GA Land Development, LP**,
a Texas limited partnership

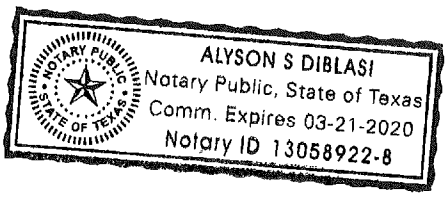
By: GA Land Development, Inc., a Texas corporation, its General Partner

By: _____
Nick DiGiuseppe, Authorized Signatory

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 26th day of July, 2018, by Nick DiGiuseppe, Authorized Signatory of GA Land Development, Inc, a Texas corporation, General Partner of GA Land Development, LP, a Texas limited partnership, on behalf of said limited partnership.

Alyson S. DiBlasi
Notary Public, The State of Texas



## APPENDIX A

- All lots, tracts or parcels of real property described as **SOUTHERN HILLS AT CRAIG RANCH PHASE 1**, according to the Plat thereof recorded as Instrument No. 20160411010001460 in the Official Public Records of Collin County, Texas and Instrument No. 2016-242 in the Map or Plat Records of Collin County, Texas; and

- All lots, tracts or parcels of real property described as **SOUTHERN HILLS AT CRAIG RANCH PHASE 2**, according to the Plat thereof recorded as Instrument No. 20180625010002920 in the Official Public Records of Collin County, Texas and Instrument No. 2018-471 in the Map or Plat Records of Collin County, Texas.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/27/2018 08:52:05 AM
$42.00 DFOSTER
20180727000934890

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

# FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR SOUTHERN HILLS AT CRAIG RANCH

STATE OF TEXAS §
§
COUNTIES OF COLLIN §

The undersigned, as attorney for the Craig Ranch Community Association, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto (the "Property"), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Second Amended and Restated Design Guidelines for Southern Hills at Craig Ranch*** (Exhibit "A").

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instrument until amended.

IN WITNESS WHEREOF, the Craig Ranch Community Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Southern Hills at Craig Ranch to be filed with the office of the Collin County Clerk and serves to replace the Design Guidelines for Southern Hills at Craig Ranch attached as Appendix D to that

certain Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Hills at Craig Ranch, filed on June 24, 2016, and recorded as Instrument No. 20160624000800520 in the Official Public Records of Collin County, Texas, as well as the First Amended and Restated Design Guidelines for Southern Hills at Craig Ranch attached as Exhibit A to that certain dedicatory instrument filing recorded as Instrument No. 20161220000172810O in the Official Public Records of Collin County, Texas.

**CRAIG RANCH COMMUNITY ASSOCIATION**

By: _____
Its: Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Craig Ranch Community Association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 31st day of July, 2018.

_____
Notary Public, State of Texas

BEVERLY BATES
Notary Public, State of Texas
Comm. Expires 04-28-2021
Notary ID 485647



UNOFFICIAL

# EXHIBIT A

# SECOND AMENDED AND RESTATED DESIGN GUIDELINES FOR SOUTHERN HILLS AT CRAIG RANCH

**WHEREAS**, GA Land Development, LP, a Texas limited partnership ("**Parcel Developer**") and Ashton Dallas Residential, L.L.C., ("**Ashton**") executed that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Hills at Craig Ranch, filed June 24, 2016, and recorded as Instrument No. 20160624000800520 in the Official Public Records of Collin County, Texas (the "**Declaration**"); and

**WHEREAS,** attached to the Declaration as Appendix D is the Southern Hills at Craig Ranch Design Guidelines (the "**Original Design Guidelines'**); and

WHEREAS, the Original Design Guidelines were amended and restated by virtue of that certain instrument entitled First Amended and Restated Design Guidelines for Southern Hill at Craig Ranch attached to that certain dedicatory instrument as Exhibit A filed on December 20, 2016, and recorded as Instrument No. 20161206001728100 in the Official Public Records of Collin County, Texas (the "**Amended and Restated Design Guidelines**"); and

**WHEREAS**, the Parcel Developer, during the Parcel Development Period, may amend or revise the Original Design Guidelines with the consent of Ashton, as the only affected builder, and VCIM Partners, L.P., a Texas limited partnership (the "**Founder**"); and

**WHEREAS**, Parcel Developer desires to replace the Original Design Guidelines and the Amended and Restated Design Guidelines, in their entirety, with the Second Amended and Restated Southern Hills at Craig Ranch Design Guidelines attached hereto as Appendix D.

**NOW, THEREFORE BE IT RESOLVED**, that the attached Second Amended and Restated Southern Hills at Craig Ranch Design Guidelines are hereby adopted by the Parcel Developer pursuant to the Declaration, and shall replace the Original Design Guidelines and the Amended and Restated Design Guidelines in its entirety. The Founder, by its signature below, consents to the Second Amended and Restated Southern Hills at Craig Ranch Design Guidelines for all purposes under the Declaration and in accordance with and pursuant to the Amended and Restated Community Charter for Craig Ranch. Ashton, by its signature below, also consents to the Second Amended and Restated Southern Hills at Craig Ranch Design Guidelines for all purposes under the Declaration.

This is to certify that the Parcel Developer has adopted the Second Amended and Restated Southern Hills at Craig Ranch Design Guidelines attached hereto as Appendix D on this 27th day of July, 2018, which shall remain in effect until such date as these may be modified, rescinded or revoked.

**GA LAND DEVELOPMENT, LP,**
a Texas limited liability company
By: GA Land Development, Inc., a Texas corporation
Its: General Partner

By: _____
Nick DiGiuseppe, Authorized Signatory

**Consented to and Approved by:**

ASHTON DALLAS RESIDENTIAL, L.L.C.,
a Texas limited liability company

By: _____
Tom House, Division President

VCIM PARTNERS, L.P., a Texas limited partnership

By: VCIM, LLC, a Texas limited liability company, its general partner

By: _____
David H. Craig, General Manager

UNOFFICIAL

*Appendix D*

# SOUTHERN HILLS AT CRAIG RANCH

## SECOND AMENDED AND RESTATED DESIGN GUIDELINES

**Issue Date: July 2018**

1. **Lot Use:**

Each lot shall be used and occupied for the purpose of a single family residence only. Subdividing a lot is not allowed. Combining multiple lots into one lot will be considered for approval by the Design Review Committee ("DRC"). For the purpose herein "Southern Hills" shall refer to those specific lots platted in the Southern Hills of Craig Ranch and subsequent revisions.

2. **Building Setback Requirements:**

The setbacks included in the Final Plat for Southern Hills are the minimum requirements per the City of McKinney. The DRC has established additional building setbacks which may be more restrictive in some cases and are as follows:

A. Front yard setbacks;
   I. Single-family detached:
      a. Front yard setback shall be 20'. This requires the face of the garage door to be 20' to the front property line. Furthermore;
         i. House can be located 15' from the front property line as long as the face of the garage door is 20' from the front property line for the 50' and 60' lots. House can be located 8' from the front property line for 40' lots (rear entry).
         ii. House can be located 15' from the front property line if garage door is facing the side yard which is a typical swing in garage orientation.
   II. Single-family attached (Townhomes):
      a. Front yard setback shall be 6' from the front property line.

B. Rear yard setbacks;
   I. Single-family detached:
      a. 10' rear yard setbacks.
   II Single-family attached (Townhomes):
      a. 2.5' rear yard setbacks.

C. Side yard setbacks;
   I. Single-family detached:
      a. 5' side yard setbacks with the following exceptions;
         i Corner lots will have a 15' setback on the side facing the street.
   II. Single family attached (Townhomes):
      a. 5'side yard setbacks with the following exceptions:

i. Corner lots will have a 15' setback on the side facing the street.

D. Pool and Spa location;

I. Pool and spas must comply with the City of McKinney rules and regulations and must be approved by the DRC prior to installation. All pool filtration and pumps must be located on the side of the home and screened from view unless otherwise approved by the DRC. All pool plans must be submitted to the DRC for review prior to installation.

E. Special Lot Setbacks: All structures constructed on the Golf Course shall be a minimum of 20' from the rear lot line.

3. **Finish Floor Elevation:**

Each residence is to match the finish floor elevations as listed on the Lot Grading Plan for Southern Hills. Any variance to the listed finish floor elevation will be considered on an individual basis for approval by the DRC.

4. **Lot Grading and Drainage:**

Complete per the Lot Grading Plan. In addition, each Lot Owner or Builder will use commercially reasonable efforts to avoid and/or minimize surface drainage onto any adjacent private property and Common Areas.

5. **Minimum Square Footage Requirements:**

A. Minimum air conditioned square footage for the lots referenced in Section 24 herein shall be 1700.

6. **Number of Stories/Maximum Height:**

I. Single-family detached:

a. 2–Story with a maximum height of 35' as measured to the midpoint of the highest sloping roof area above the adjacent finish grade. Special architectural features which exceed the maximum height will be considered for approval on an individual basis by the DRC.

II. Single-family attached (Townhomes):

a. 3-Story with a maximum height of 55' as measured to the midpoint of the highest sloping roof area above the adjacent finish grade. Special architectural features which exceed the maximum height will be considered for approval on an individual basis by the DRC.

III. If Condominium product is developed adjacent to the TPC Craig Ranch, it will be limited to 4-story. Approval of anything over 4-stories will be submitted to the DRC for their specific approval.

7. **Exterior Materials: (Residence only)**

A. Wall exterior veneer is to be at least 75% natural stone (whole or sliced),

limestone, cast stone, stucco, brick or other similar masonry material approved by the DRC. Concrete masonry units (CMU), EIFS systems and cultured stone are not allowed. Second floor dormer window area or other architectural features at roofs and gabled areas may be enclosed with stucco or horizontal cementitious fiberboard siding material. Rear entry townhomes may have 100% cementitious fiberboard.

B. Chimney exterior finish is to be masonry which matches the exterior wall.

C. Roofing materials allowed are slate, simulated slate, clay tile and standing seam metal or other materials approved by the DRC. A 30 year composition lifetime shingle, or similar quality shingle and style, may be allowed.

D. The prominent masonry product that is approved for the front elevation must be carried around the corners of the front of the homes to a point that is at least 10' from the front face of the house that is adjoining each side of the home. If the predominant masonry product on the house façade is brick and the required stone product extends to the front corner of the house the stone product must be extended to at least 2 feet down the side elevation.

E. Homes backing to the TPC Craig Ranch shall be 100% masonry. No cementitious siding will be allowed.

F. Rear or adjacent facing elevations that are backing to or adjacent to the TPC Craig Ranch shall have similar architectural detailing to the front elevations so that the home has an aesthetic appeal from the TPC Craig Ranch.

8. **Exterior Material DRC Approval:**

A. Builder may submit exterior materials for the homes either on an individual basis or all together showing all exterior materials to be offered. If submitted for approval on all materials to be offered Builder must identify specific material color, blend, or style on the site plan submitted to the DRC prior to the start of every home. All site plans and exterior materials must be submitted to the DRC 30 days prior to the start of a home.

B. Pictures must be submitted for approval and must include all exterior wall materials and colors.

C. Additional exterior materials as further requested by the DRC.

9. **Minimum Spacing Between Like-Kind Front Elevations:**

A. On the same side of the street, there will be 2 lots in between the same floor plan with a different elevation and 4 lots in between the same floor plan with the same elevation. For minimum spacing of identical front elevations across the street, you must start counting from the lot directly across the street and then counting that lot as one and counting 2 more lots represents the minimum 3 house spacing required for homes across the street with identical front elevations. No same floor plan can be directly across the street.

10. **Roof Design:**

A. The minimum roof pitch for all homes shall be 8:12, but 6:12 will be considered on an individual basis as approved by DRC, however, it is critical to achieve proper massing and scale of homes therefore increased roof pitch may be required on homes having other styles and elevations. Covered porches may have roof pitches of 4:12.

B. Satellite dishes, antennas, etc., are not allowed to be visible from any street or residence front yard. Solar panels will be reviewed for an approvable roof location on an individual basis by the DRC. Satellite dishes, antennas, etc., that are proposed for homes that the rear yard is easily viewed by adjoining streets must try to minimize the view of said dish or antenna as much as reasonably possible.

11. **Exterior Balconies / Visual Privacy;**

All exterior Balconies are to be approved on an individual basis by the DRC to assure reasonable visual privacy to the adjacent properties.

12. **Garages:**

A. All residences are to have a minimum two car size garage with an automatic door opener.

B. All Front entry garage door(s) shall have a design treatment applied to the doors. Design treatment of the garage door(s) is to be submitted to the DRC for approval. Rear entry to have standard metal door.

C. All Front entry garage door(s) that face the TPC Craig Ranch from a lot that is backing to, or adjacent to, the TPC Craig Ranch shall have as specified in these guidelines for garages facing the street.

13. **Driveway Visible to Streets:**

A. The drive approach is to be plain broom finish concrete between the existing private street and the lot property line per the City of McKinney standards.

B. The drive finish and/or material beyond the property line can be either stained concrete, pattern stained concrete, pavestone, brick pavers, flagstone, salt finish, etc. and is to be approved by the DRC.

14. **Sidewalks:**

A. Each lot is to include a 4' wide concrete "city" walk located at all street property lines for the full extent of the lot frontage. This walk is to be installed along the property line leaving a landscape strip in-between the sidewalk and curb.

B. Any front walk, other than the “city” walk, which is visible to the street is to be finished in the same manner as the driveway.

15. **Mailboxes:**

U.S. Postal Office Requires Approved Cluster mailboxes to be located at the street curb throughout the subdivision. Brandon Industries is an approved vendor of the cluster mailbox style approved by the DRC.

16. **Street Address Plaque:**

A standard design cast stone plaque with sandblasted 6" high numbers painted black is to be installed at each residence clearly visible from the street.

17. **Fencing Requirements:**

An accurate fencing plan locating all proposed fencing shall be included on all site plans submitted to the DRC.

A. Front entry or street exposure; Material of wood fencing, as attached on Exhibit "B" and approved by the DRC. Fencing or screening walls are to be set back from the residence adjacent front wall a minimum of 5' unless otherwise approved by the DRC and is to not exceed a height of 6'.

I. Fence gates entering into side yards from the front will be allowed to be a maximum of 6' in height.

II. Homes adjacent to common areas, and homes backing up to the golf course, will be decorative wrought iron fence not to exceed a height of 6', as in Exhibit "C" and "D". For lots backing up to the golf course, all gates will be placed towards the front property line. No gates are allowed to open towards the golf course.

III. Homes on lots 14 – 33 block D, 39 – 44 block D, 45 – 64 block D and 40 – 48 block P; all fences shall be constructed in accordance with Exhibit "C-1".

IV. Homes on lots 1 – 16 block K, all fences shall be constructed in accordance with Exhibit "C-1" or Exhibit "C-2".

B. For rear entry only, side and rear yard fencing is to be decorative wrought iron and not to exceed a height of 6'. The top of the fencing is to step down, not slope, with the adjacent finished grade.

I. All wrought iron fencing must meet minimum standards set by the City of McKinney

II. On homes that contain a side yard courtyard that opens to the side of another home a wood screening fence will be allowed to be placed for privacy. The wood screening fence must follow the detail found on the attached Exhibit "A". It is the intent to allow a certain length of wood screening fence to be allowed in these special conditions as generally shown as an example in Exhibit "A-1".

a. Stain color must be approved prior to installation consistent with fences already constructed.

b. A site plan showing the location of the proposed screening

fence must be submitted prior to installation.

c. The length of the screening fence will be reviewed by the Reviewer based on each individual situation and floor plan. It is the intent of the Reviewer to keep these fences as short as possible and to keep them as far back from the front elevation as possible while maximizing the privacy of the courtyard in question.

C. Visual privacy: If visual privacy is desired at areas restricted to wrought iron fencing only, then a landscape living screen will be allowed as approval on an individual basis by the DRC.

D. Variances to the location and height standards for front yard court areas will be looked at on an individual basis or with the original master submittal of all anticipated homes. Builder may present to the DRC the minimum master fencing package provided on all homes along with a "general" site plan of one of the approved house plans so the DRC can view what the finished plan will look like. Once the DRC approve said fencing package the builder does not have to submit individual fencing plans for each home built as long as Builder is in keeping with the original fencing package and plans approved. Individual plans that deviate from the approved master fencing package must be submitted to the DRC for approval 30 days in advance of installation. All corner lot fencing plans must be submitted to the DRC on an individual basis and must be submitted 30 days in advance of installation.

E. Decorative Wrought Iron detail and fence specifications will match existing wrought iron pattern attached as Exhibit "C". All Wrought Iron must meet these specifications, except along the golf course as further specified in Exhibit "D".

18. **Retaining walls visible from the street or common area:**

Retaining or raised landscape planter walls are to have stone veneer (1) which matches the residence exterior, (2) the Craig Ranch Blend, (3) Millsap matching existing retaining walls. All walls and pillars facing the Golf course shall match the other fences surrounding the Golf course presently.

19. **Landscaping:**

A Landscape Plan must be submitted to the DRC for approval within 60 days of construction commencement. Builder may present to the DRC the minimum master landscape package provided on all homes along with a "general" site plan of one of the approved house plans so the DRC can view what the finished plan will look like. Once the DRC approves said landscape package, the builder does not have to submit individual landscape plans for each home built as long as Builder is in keeping with the original landscape package and plans approved. Individual plans that deviate from the approved master landscape package must be submitted to the DRC for approval 30 days in advance of installation. All corner lot landscaping plans must be submitted to the DRC on an individual basis and must be submitted 30 days in advance of installation.

A. All front, Back or side yards visible to streets on a 40' lot are to have minimum 1

3-1/2" caliper shade tree in the back yard and 2 six(6') foot in height Ornamental Trees in the front or side yard per lot. Canopy Trees shall be of either Live Oak, Red Oak or Cedar Elm species and Lace Bark Elm. Ornamental Trees shall be – of either Crepe Myrtle, Yaupon Holly, Desert Willow, Texas Redbud Hawthorne, Southern Wax Myrtle, Rough leaf Dogwood. All front or side yards visible to streets on a 50' and 60' lot are to have minimum 2 3-1/2" caliper shade tree and 1 six (6') in heights Ornamental Tree. Canopy Trees shall be of either Live Oak, Red Oak or Cedar Elm species and Lace Bark Elm. Ornamental Trees shall be – of either Crepe Myrtle , Yaupon Holly, Desert Willow, Texas Redbud Hawthorne, Southern Wax Myrtle, Rough leaf Dogwood. Townhome lots may be limited to 1 3-1/2" caliper tree per lot. Corner lots with the side of house along the street will be required to have at a minimum 3 3-1/2" caliper trees along the side of the lot.

B. All landscaped areas are to have automated and zoned irrigation systems.

20. **Corner Lot Elevation and Material Requirement:**

All homes on corner lots shall be submitted to the DRC individually. Specific attention should be placed on the side elevation to be architecturally compatible with the front elevation. The prominent masonry product that is utilized on the front elevation must be carried around to the side elevation that is adjacent to the street. Specific side yard landscaping on corner lots may be required.

21. **Additional Design Requirements:**

A. All windows are to be constructed of vinyl clad frames with insulated low E or tinted glass.

B. Gas and Electric Meter locations are to be screened from street visibility and from any adjacent front yard area by either a masonry screen wall or landscaping. The proposed locations of all utility meters, or other utility related items if visible, are to be submitted to the DRC for approval.

C. A/C condensers and pool equipment are to be located at the side or rear yards and be screened with a solid landscape screen.

22. **Design Summary:**

The primary purpose of these Design Guidelines is to assure a quality of design and not restrict the architectural style of the residence to a traditional or non-traditional or contemporary design style. The massing, scale, proportion, exterior detail and materials and landscaping will all be reviewed for approval to ensure an overall quality and compatible architectural character between all residences is achieved. The appearance of plain two story walls or block-like massing is not acceptable. Each residence is to incorporate offsets both in vertical and horizontal planes, varied roof heights and an appropriate residential scale.

23. **No Amendment Without Builder Written Consent:**

These guidelines may not be modified or amended without the written consent of any affected Builder owning any of the lots (including any successors-in-title to such lots) to which these design guidelines apply (such lots being described in Section 24 below) and upon which the initial home construction has not been completed, the home sold to an owner for residential occupancy, and the warranty period elapsed. In addition, and notwithstanding, anything contained herein to the contrary, with the exception of variances from these guidelines granted on an individual basis, once a home design has been approved, it shall be deemed approved for construction on other lots.

## 24. Design Guidelines Refer To The Following Lots In Southern Hills:

For the purpose of these Design Guidelines they will refer to those portions of the properties described in the attached Exhibit "E" that are developed for detached single family homes.

***Subject to the limitations set forth in Section 24 of these Design Guidelines, the DRC shall have the ability to grant variances to these design guidelines as well as amend the guidelines from time to time. Any variance granted hereby does not entitle future submittals with similar situations to be automatically granted a variance. Each variance will be looked at individually on its own merit and special condition.***

UNOFFICIAL

EXHIBIT “A”

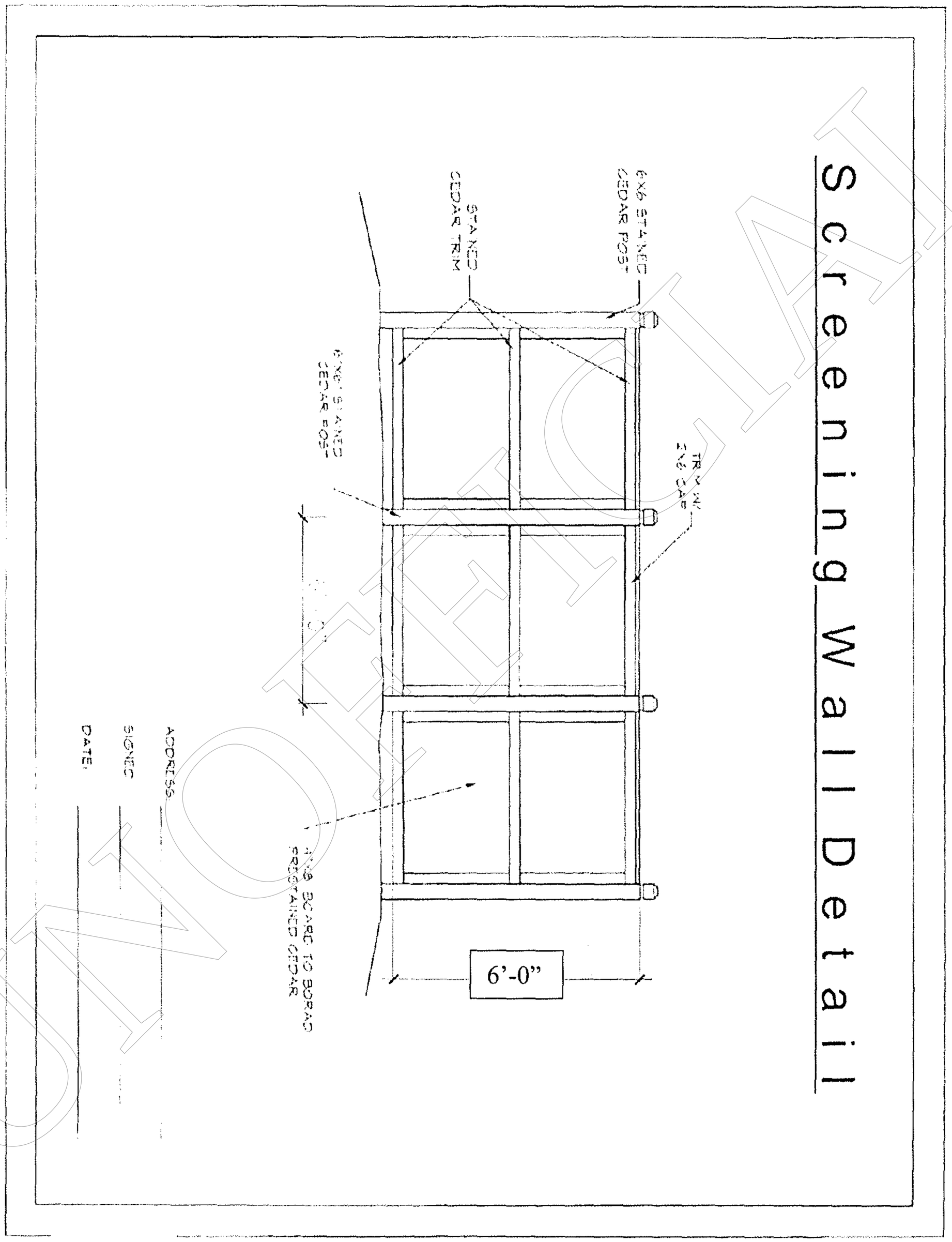
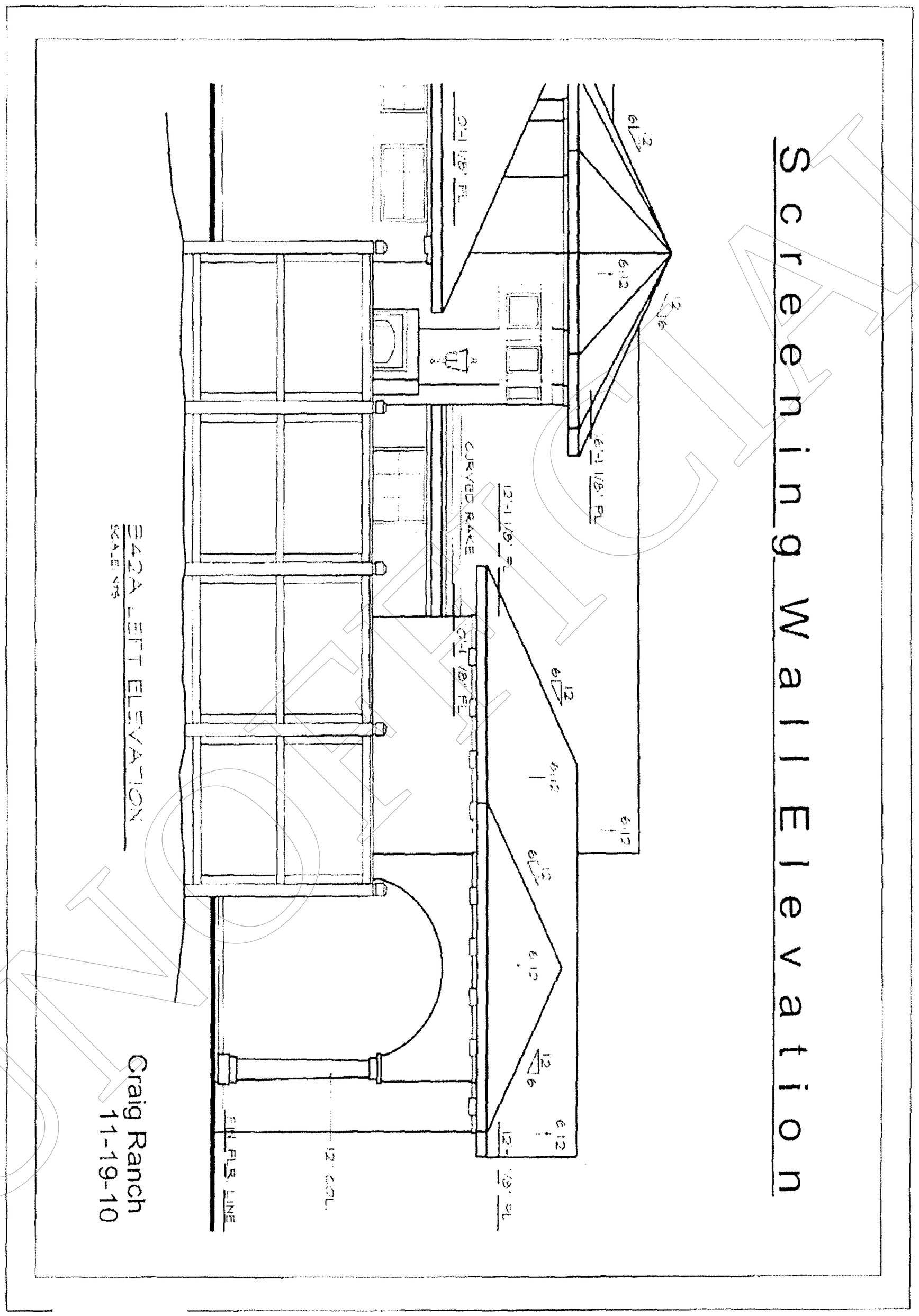
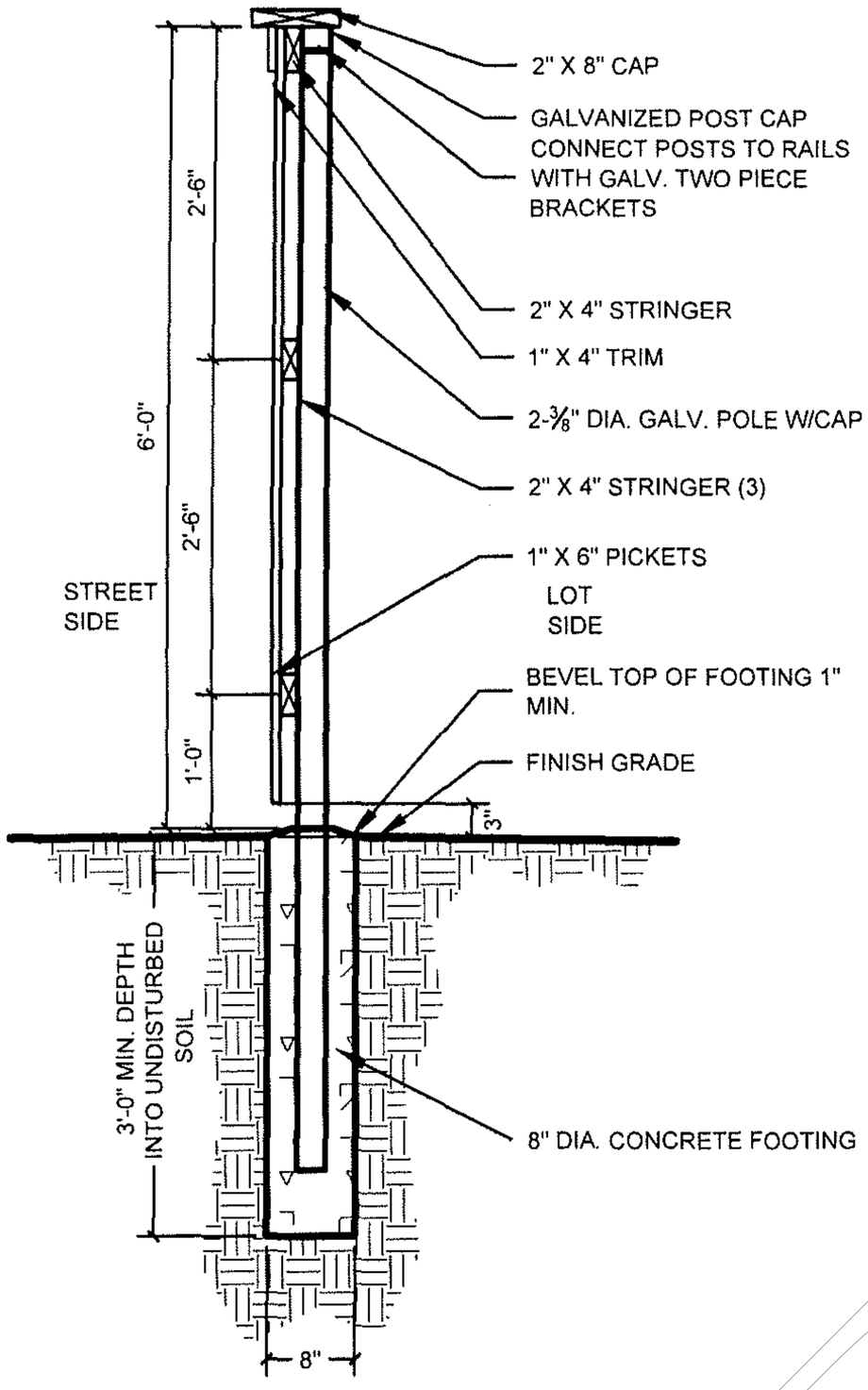

Screening Wall Detail
6x6 STAINED CEDAR POST
STAINED CEDAR TRIM
6'-0"
6'-0"
TRIM AT ENDS CAP
6'-0"
6'-0"
6'-0"

EXHIBIT "A-1"



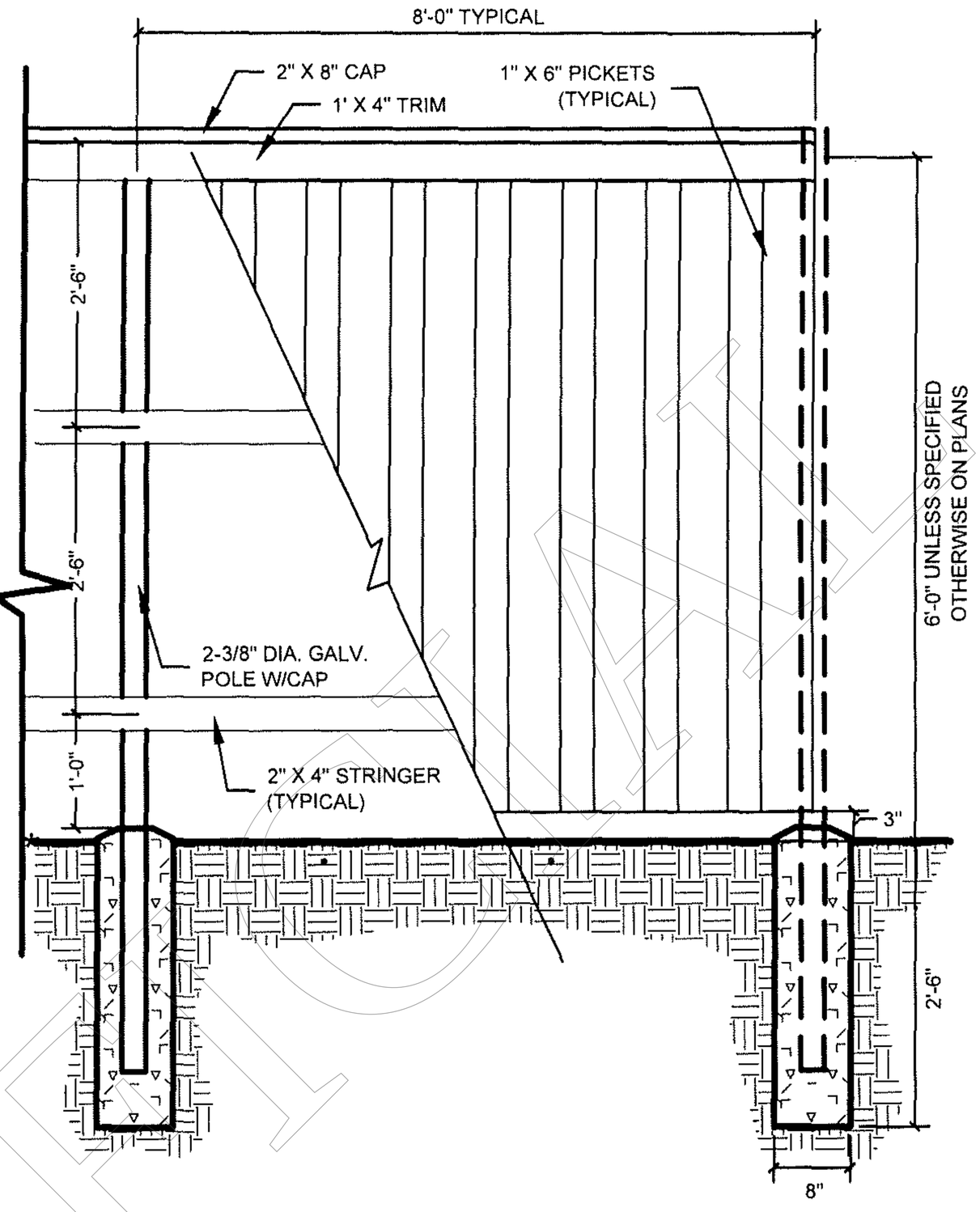

UNOFFICIAL DOCUMENT

# EXHIBIT "B"




## 6'-0" HT. WOOD FENCE SECTION

NOT TO SCALE




## PARTIAL 6'-0" HT. WOOD FENCE ELEVATION

NOT TO SCALE

## WOOD FENCE NOTES

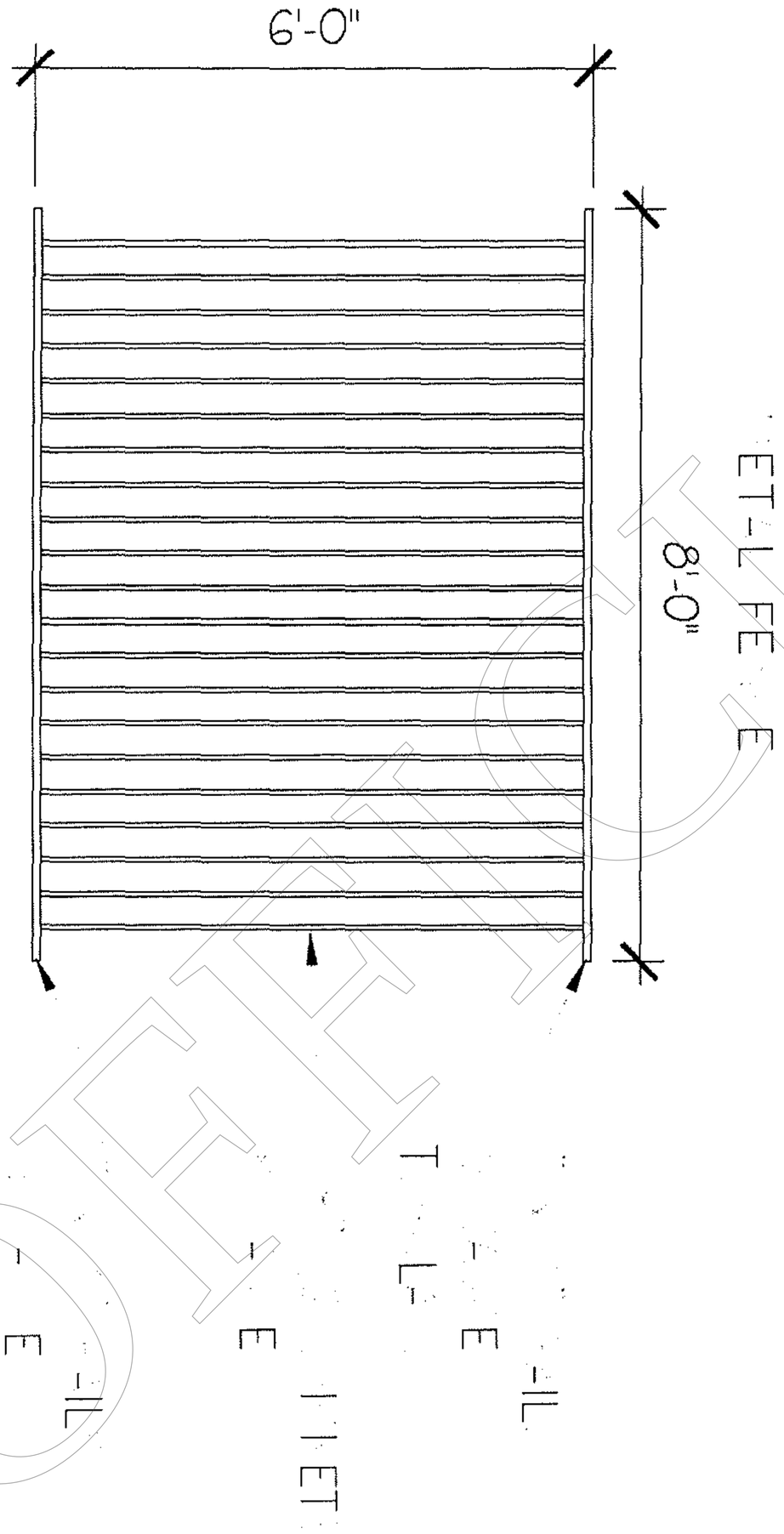
1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES VERIFY LOCATION OF ALL UTILITIES WITH THE CITY AND VARIOUS UTILITY COMPANIES BEFORE DRILLING PIERS.
2. ALL CONCRETE USED IN FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY AND REQUIRED PERMITS AND INSPECTIONS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF MCKINNEY CODES AND REQUIREMENTS.
4. WOOD MATERIAL FOR FENCE
   1. STRINGERS-WESTERN RED CEDAR, #2 GRADE OR BETTER.
   2. PICKETS-WESTERN RED CEDAR, #2 GRADE OR BETTER.
   3. CAPS- WESTERN RED CEDAR, #2 GRADE OR, BETTER

   ALL FENCE POST TO BE SCHEDULE 40 - GALVANIZED.
5. ALL FASTENERS, NAILS, BRACKETS, STEEL POSTS, ETC.. ARE TO BE HOT DIPPED GALVANIZED.
6. ALL PICKETS ARE TO BE FASTENED TO THE RAILS USING RING OR SCREW SHANK GALVANIZED NAILS. STAPLES WILL
7. NOT BE ALLOWED. NAIL WITHOUT SPLITTING MEMBERS. REPLACE ALL SPLIT MEMBERS.
8. ACCURATELY CUT, FIT FASTEN MEMBERS, MAKE PLUMB, LEVEL, TRUE, AND RIGID. DO NOT SPLICE INDIVIDUAL FRAMING MEMBERS BETWEEN SUPPORTS. ERECT FACES OF FRAMING MEMBERS IN STRAIGHT EVEN PLANES TO RECEIVE FINISH MATERIALS. INSTALL STRINGERS WITH BOTTOM EDGES FREE OF DEFECTS. MITER ALL EXPOSED FINISHED JOINTS.

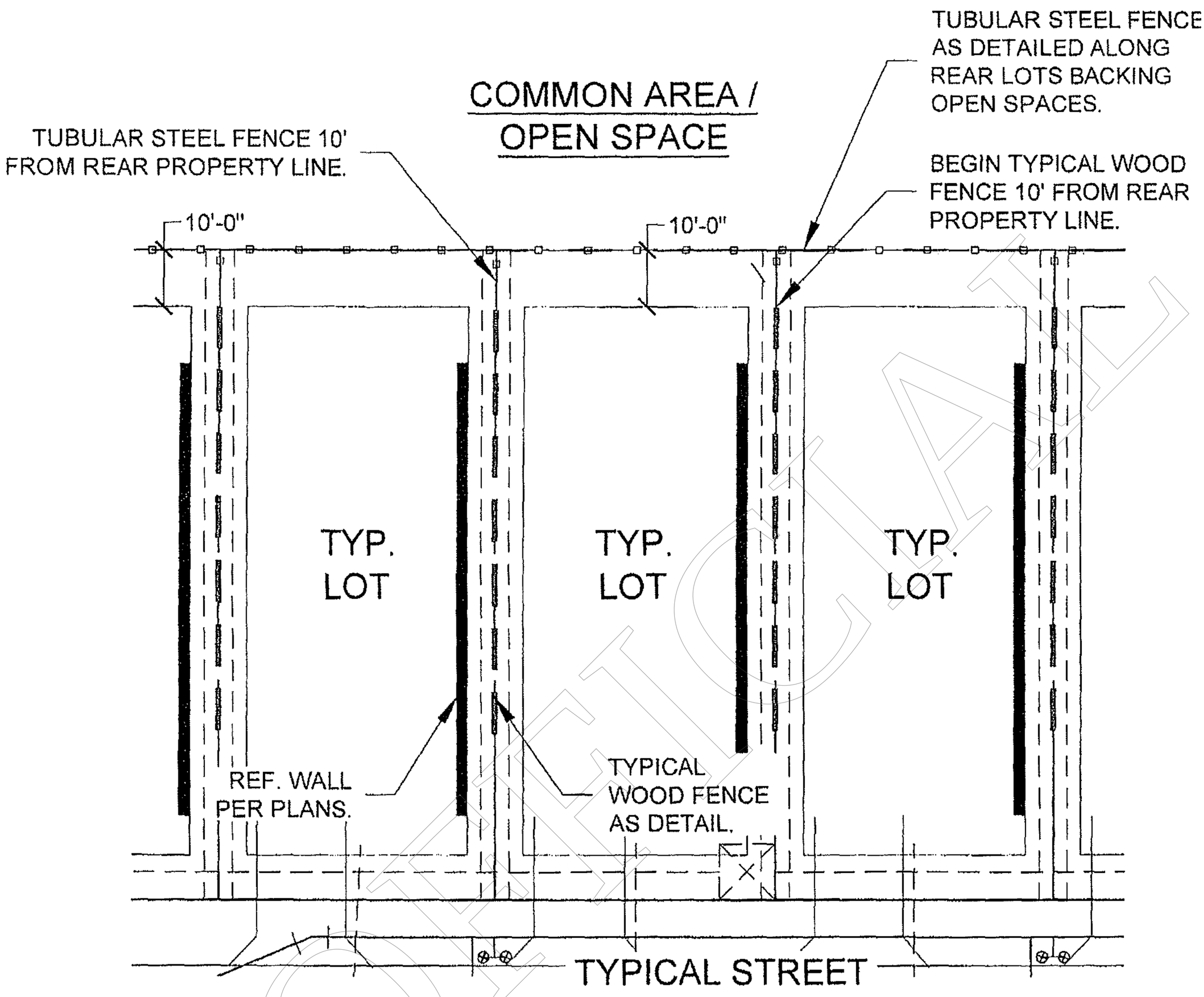
   REMOVE ALL MARKS, STAMPS, DIRT, LOOSE FIBERS FROM ALL WOOD SURFACES.
9. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
10. WOOD TO BE STAINED WITH BEHR PREMIUM PLUS STAIN SEALER - CLEAR ( BOTH SIDES)
11. MAXIMUM 6" STEP DOWNS WITH MITERED JOINTS.
12.

# TYPICAL FENCE DETAIL
# SOUTHERN HILLS AT CRAIG RANCH

# EXHIBIT "C"




UNOFFICIAL




# TYPICAL FENCE LAYOUT PLAN

SCALE: 1" = 30'-0"

## LEGEND

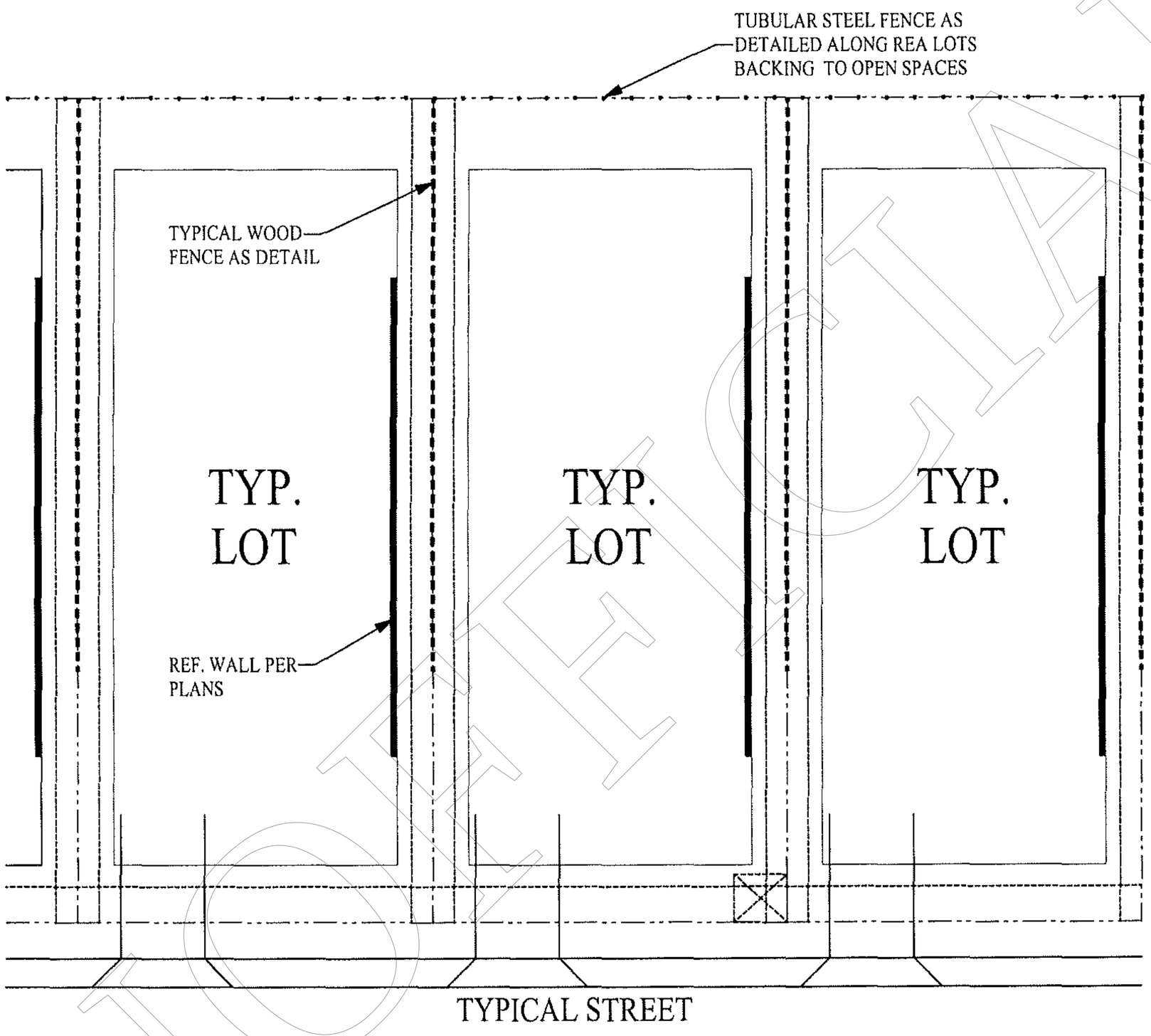
6'-0" HT. WOOD FENCE

6'-0" HT. TUBULAR STEEL FENCE

# TYPICAL FENCE LAYOUT
# LOTS BACKING TO OPEN SPACE / COMMON AREA
# SOUTHERN HILLS @ CRAIG RANCH

# EXHIBIT "C-2"

# COMMON AREA / OPEN SPACE




## TYPICAL FENCE LAYOUT PLAN

## LEGEND

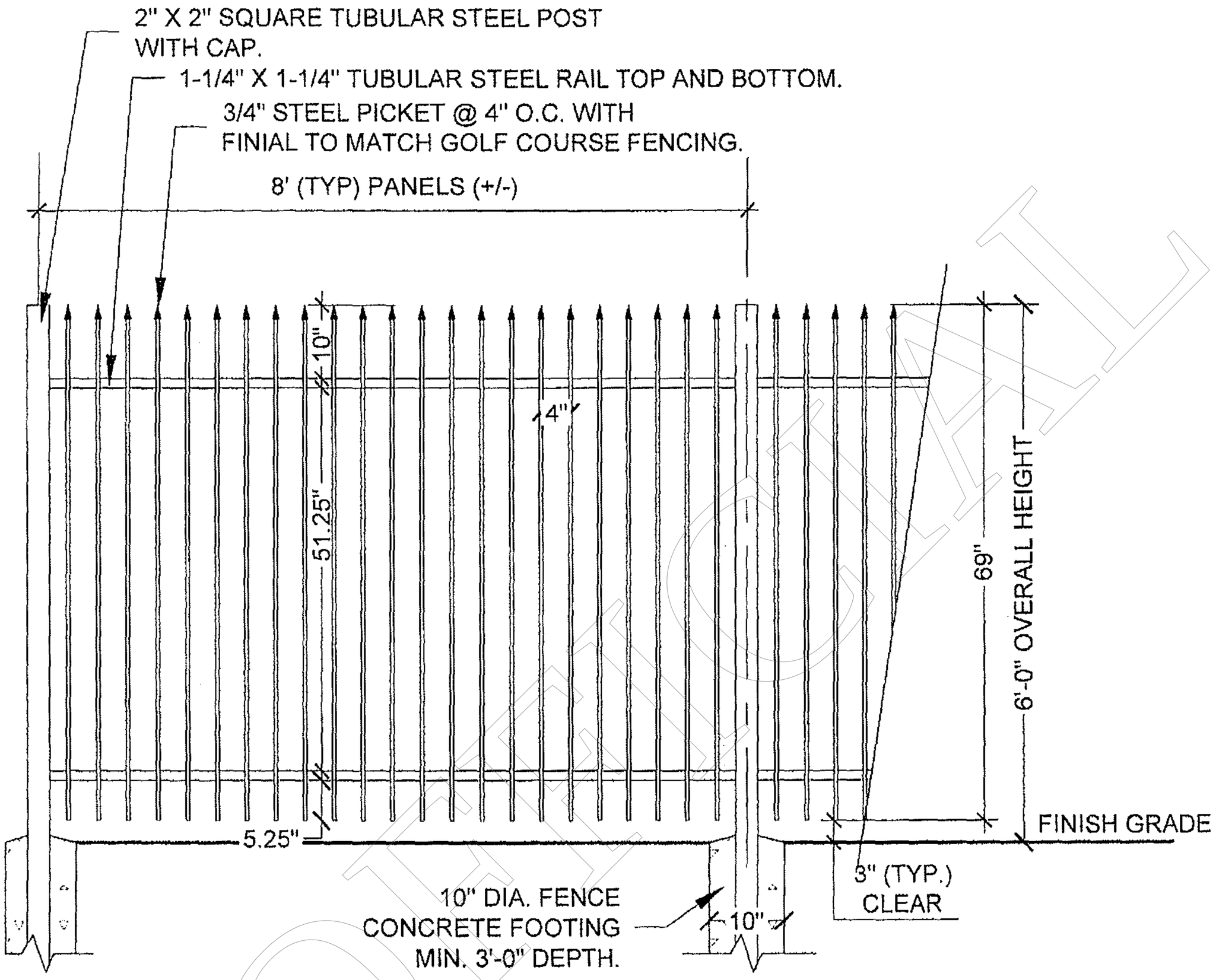
6'-0" HT. TUBULAR STEEL FENCE

6'-0" HT. WOOD FENCE

## TYPICAL FENCE LAYOUT
## LOTS BACKING TO OPEN SPACE / COMMON AREA
## SOUTHERN HILLS @ CRAIG RANCH

04/11/2018

UNOFFICIAL




# TUBULAR STEEL FENCE - ELEVATION

SCALE: 1/2" = 1'-0"

## TYPICAL TUBULAR STEEL FENCE ALONG OPEN SPACE / COMMON AREA SOUTHERN HILLS @ CRAIG RANCH

UNOFFICIAL

# EXHIBIT "E"

**Record Plat**
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 1 | 6800 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 2 | 6804 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 3 | 6808 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 4 | 6812 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 5 | 6816 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 6 | 6820 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 7 | 6900 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 8 | 6904 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 9 | 6908 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 10 | 6912 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 11 | 6916 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 12 | 6920 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 13 | 6921 Royal View Drive | McKinney | Texas | |
| 1 | A | 14 | 6917 Royal View Drive | McKinney | Texas | |
| 1 | A | 15 | 6913 Royal View Drive | McKinney | Texas | |
| 1 | A | 16 | 6909 Royal View Drive | McKinney | Texas | |
| 1 | A | 17 | 6905 Royal View Drive | McKinney | Texas | |
| 1 | A | 18 | 6901 Royal View Drive | McKinney | Texas | |
| 1 | A | 19 | 6825 Royal View Drive | McKinney | Texas | |
| 1 | A | 20 | 6821 Royal View Drive | McKinney | Texas | |
| 1 | A | 21 | 6817 Royal View Drive | McKinney | Texas | |
| 1 | A | 22 | 6813 Royal View Drive | McKinney | Texas | |
| 1 | A | 23 | 6809 Royal View Drive | McKinney | Texas | |
| 1 | A | 24 | 6805 Royal View Drive | McKinney | Texas | |

UNOFFICIAL

**EXHIBIT "E" Continued**

**Record Plat**
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 25 | 6801 Royal View Drive | McKinney | Texas | |
| 1 | A | 26 | 6800 Royal View Drive | McKinney | Texas | |
| 1 | A | 27 | 6804 Royal View Drive | McKinney | Texas | |
| 1 | A | 28 | 6808 Royal View Drive | McKinney | Texas | |
| 1 | A | 29 | 6812 Royal View Drive | McKinney | Texas | |
| 1 | A | 30 | 6816 Royal View Drive | McKinney | Texas | |
| 1 | A | 31 | 6820 Royal View Drive | McKinney | Texas | |
| 1 | A | 32 | 6824 Royal View Drive | McKinney | Texas | |
| 1 | A | 33 | 6900 Royal View Drive | McKinney | Texas | |
| 1 | A | 34 | 6904 Royal View Drive | McKinney | Texas | |
| 1 | A | 35 | 6908 Royal View Drive | McKinney | Texas | |
| 1 | A | 36 | 6912 Royal View Drive | McKinney | Texas | |
| 1 | A | 37 | 6916 Royal View Drive | McKinney | Texas | |
| 1 | A | 38 | 6920 Royal View Drive | McKinney | Texas | |
| 1 | A | 39 | 6924 Royal View Drive | McKinney | Texas | |
| 1 | A | 40 | 7000 Royal View Drive | McKinney | Texas | |
| 1 | A | 41 | 7004 Royal View Drive | McKinney | Texas | |
| 1 | A | 42 | 7008 Royal View Drive | McKinney | Texas | |
| 1 | A | 43 | 7012 Royal View Drive | McKinney | Texas | |
| 1 | A | 44 | 7016 Royal View Drive | McKinney | Texas | |
| 1 | A | 45 | 7020 Royal View Drive | McKinney | Texas | |
| 1 | A | 46 | 7024 Royal View Drive | McKinney | Texas | |
| 1 | A | 47 | 7100 Royal View Drive | McKinney | Texas | |
| 1 | A | 48 | 7104 Royal View Drive | McKinney | Texas | |
| 1 | A | 49 | 7108 Royal View Drive | McKinney | Texas | |

UNOFFICIAL

**EXHIBIT "E" Continued**

**Record Plat**
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots 12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 50 | 7112 Royal View Drive | McKinney | Texas | |
| 1 | A | 51 | 7116 Royal View Drive | McKinney | Texas | |
| 1 | A | 52 | 7120 Royal View Drive | McKinney | Texas | |
| 1 | B | 1 | 7001 Royal View Drive | McKinney | Texas | |
| 1 | B | 2 | 7005 Royal View Drive | McKinney | Texas | |
| 1 | B | 3 | 7009 Royal View Drive | McKinney | Texas | |
| 1 | B | 4 | 7013 Royal View Drive | McKinney | Texas | |
| 1 | B | 5 | 7017 Royal View Drive | McKinney | Texas | |
| 1 | B | 6 | 7021 Royal View Drive | McKinney | Texas | |
| 1 | B | 7 | 7101 Royal View Drive | McKinney | Texas | |
| 1 | B | 8 | 7105 Royal View Drive | McKinney | Texas | |
| 1 | B | 9 | 7109 Royal View Drive | McKinney | Texas | |
| 1 | B | 10 | 7113 Royal View Drive | McKinney | Texas | |
| 1 | B | 11 | 7117 Royal View Drive | McKinney | Texas | |
| 1 | B | 12 | 7121 Royal View Drive | McKinney | Texas | |
| 1 | B | 13 | 7120 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 14 | 7116 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 15 | 7112 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 16 | 7108 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 17 | 7104 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 18 | 7100 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 19 | 7024 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 20 | 7020 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 21 | 7016 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 22 | 7012 Royal Liverpool Drive | McKinney | Texas | |

UNOFFICIAL

**EXHIBIT "E" Continued**

**Record Plat**
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | B | 23 | 7008 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 24 | 7004 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 25 | 7000 Royal Liverpool Drive | McKinney | Texas | |
| 1 | D | 1 | 6901 St. George's Drive | McKinney | Texas | |
| 1 | D | 2 | 6905 St. George's Drive | McKinney | Texas | |
| 1 | D | 3 | 6909 St. George's Drive | McKinney | Texas | |
| 1 | D | 4 | 6913 St. George's Drive | McKinney | Texas | |
| 1 | D | 5 | 6917 St. George's Drive | McKinney | Texas | |
| 1 | D | 6 | 8601 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 7 | 8605 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 8 | 8609 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 9 | 8613 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 10 | 8701 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 11 | 8705 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 12 | 8709 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 13 | 8713 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 14 | 8720 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 15 | 8716 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 16 | 8712 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 17 | 8708 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 18 | 8704 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 19 | 8700 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 20 | 8620 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 21 | 8616 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 22 | 8612 Pine Valley Drive | McKinney | Texas | |

UNOFFICIAL

**EXHIBIT "E" Continued**

***Record Plat***
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots  12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | D | 23 | 8608 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 24 | 8604 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 25 | 8600 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 26 | 8528 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 27 | 8524 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 28 | 8520 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 29 | 8516 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 30 | 8512 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 31 | 8508 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 32 | 8504 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 33 | 8500 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 34 | 8401 Cottage Drive | McKinney | Texas | |
| 1 | D | 35 | 8405 Cottage Drive | McKinney | Texas | |
| 1 | D | 36 | 8409 Cottage Drive | McKinney | Texas | |
| 1 | D | 37 | 8413 Cottage Drive | McKinney | Texas | |
| 1 | D | 38 | 8417 Cottage Drive | McKinney | Texas | |
| 1 | F | 1 | 8616 Bethpage Drive | McKinney | Texas | |
| 1 | F | 2 | 8612 Bethpage Drive | McKinney | Texas | |
| 1 | F | 3 | 8608 Bethpage Drive | McKinney | Texas | |
| 1 | F | 4 | 8604 Bethpage Drive | McKinney | Texas | |
| 1 | F | 5 | 8600 Bethpage Drive | McKinney | Texas | |
| 1 | G | 1 | 7001 St. George's Drive | McKinney | Texas | |
| 1 | G | 2 | 7005 St. George's Drive | McKinney | Texas | |
| 1 | G | 3 | 7009 St. George's Drive | McKinney | Texas | |
| 1 | G | 4 | 7013 St. George's Drive | McKinney | Texas | |

UNOFFICIAL

**Exhibit "E" Continued**

***Record Plat***

**Southern Hills at Craig Ranch**

**Phase 1**

**209 Residential Lots  12 Common Area Lots**

**3 Future Development Tracts**

**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**

**And the**

**John Driggers Survey, Abstract No. 274**

**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records

Stacey Kemp, County Clerk

Collin, County, Texas

04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | G | 5 | 7017 St. George's Drive | McKinney | Texas | |
| 1 | G | 6 | 7101 St. George's Drive | McKinney | Texas | |
| 1 | G | 7 | 7105 St. George's Drive | McKinney | Texas | |
| 1 | G | 8 | 7109 St. George's Drive | McKinney | Texas | |
| 1 | G | 9 | 7113 St. George's Drive | McKinney | Texas | |
| 1 | G | 10 | 8500 Homestead Drive | McKinney | Texas | |
| 1 | G | 11 | 8501 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 12 | 8505 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 13 | 8509 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 14 | 8513 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 15 | 8517 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 16 | 8521 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 17 | 8525 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 18 | 8529 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 19 | 8533 Pine Valley Drive | McKinney | Texas | |
| 1 | K | 1 | 8212 Cottage Drive | McKinney | Texas | |
| 1 | K | 2 | 8216 Cottage Drive | McKinney | Texas | |
| 1 | K | 3 | 8300 Cottage Drive | McKinney | Texas | |
| 1 | K | 4 | 8304 Cottage Drive | McKinney | Texas | |
| 1 | K | 5 | 8308 Cottage Drive | McKinney | Texas | |
| 1 | K | 6 | 7017 Homestead Drive | McKinney | Texas | |
| 1 | K | 7 | 7013 Homestead Drive | McKinney | Texas | |
| 1 | K | 8 | 7009 Homestead Drive | McKinney | Texas | |
| 1 | K | 9 | 7005 Homestead Drive | McKinney | Texas | |
| 1 | K | 10 | 7001 Homestead Drive | McKinney | Texas | |

UNOFFICIAL

**EXHIBIT "E" Continued**

*Record Plat*
**Southern Hills at Craig Ranch**
**Phase 1**
**209 Residential Lots 12 Common Area Lots**
**3 Future Development Tracts**
**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**
**And the**
**John Driggers Survey, Abstract No. 274**
**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | K | 11 | 6909 Homestead Drive | McKinney | Texas | |
| 1 | K | 12 | 6905 Homestead Drive | McKinney | Texas | |
| 1 | K | 13 | 6901 Homestead Drive | McKinney | Texas | |
| 1 | K | 14 | 6908 Gulf Club Drive | McKinney | Texas | |
| 1 | K | 15 | 6912 Gulf Club Drive | McKinney | Texas | |
| 1 | K | 16 | 6916 Gulf Club Drive | McKinney | Texas | |
| 1 | K | 17 | 8201 Cottage Drive | McKinney | Texas | |
| 1 | K | 18 | 8205 Cottage Drive | McKinney | Texas | |
| 1 | K | 19 | 8209 Cottage Drive | McKinney | Texas | |
| 1 | K | 20 | 8213 Cottage Drive | McKinney | Texas | |
| 1 | K | 21 | 8217 Cottage Drive | McKinney | Texas | |
| 1 | K | 22 | 8301 Cottage Drive | McKinney | Texas | |
| 1 | K | 23 | 8305 Cottage Drive | McKinney | Texas | |
| 1 | K | 24 | 8309 Cottage Drive | McKinney | Texas | |
| 1 | K | 25 | 8313 Cottage Drive | McKinney | Texas | |
| 1 | K | 26 | 8317 Cottage Drive | McKinney | Texas | |
| 1 | K | 27 | 8321 Cottage Drive | McKinney | Texas | |
| 1 | M | 1 | 8425 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 2 | 8421 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 3 | 8417 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 4 | 8413 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 5 | 8409 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 6 | 8405 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 7 | 8401 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 8 | 8309 Shoreacres Drive | McKinney | Texas | |

UNOFFICIAL

# EXHIBIT "E" Continued

| Phase | Block | Lot | Address | City | State |
|---|---|---|---|---|---|
| 1 | M | 9 | 8305 Shoreacres Drive | McKinney | Texas |
| 1 | M | 10 | 8301 Shoreacres Drive | McKinney | Texas |
| 1 | M | 11 | 6900 Homestead Drive | McKinney | Texas |
| 1 | M | 12 | 6904 Homestead Drive | McKinney | Texas |
| 1 | M | 13 | 6908 Homestead Drive | McKinney | Texas |
| 1 | M | 14 | 6912 Homestead Drive | McKinney | Texas |
| 1 | M | 15 | 6916 Homestead Drive | McKinney | Texas |
| 1 | M | 16 | 7000 Homestead Drive | McKinney | Texas |
| 1 | M | 17 | 7004 Homestead Drive | McKinney | Texas |
| 1 | M | 18 | 7008 Homestead Drive | McKinney | Texas |
| 1 | M | 19 | 7012 Homestead Drive | McKinney | Texas |
| 1 | M | 20 | 7016 Homestead Drive | McKinney | Texas |
| 1 | O | 1 | 8312 Shoreacres Drive | McKinney | Texas |
| 1 | O | 2 | 8308 Shoreacres Drive | McKinney | Texas |
| 1 | O | 3 | 8304 Shoreacres Drive | McKinney | Texas |
| 1 | O | 4 | 8300 Shoreacres Drive | McKinney | Texas |
| 1 | O | 5 | 6801 Golf Club Drive | McKinney | Texas |
| 1 | O | 6 | 6805 Golf Club Drive | McKinney | Texas |
| 1 | O | 7 | 6809 Golf Club Drive | McKinney | Texas |
| 1 | O | 8 | 6813 Golf Club Drive | McKinney | Texas |
| 1 | O | 9 | 6817 Golf Club Drive | McKinney | Texas |
| 1 | O | 10 | 6821 Golf Club Drive | McKinney | Texas |
| 1 | O | 11 | 6901 Golf Club Drive | McKinney | Texas |
| 1 | O | 12 | 6905 Golf Club Drive | McKinney | Texas |
| 1 | O | 13 | 6909 Golf Club Drive | McKinney | Texas |

UNOFFICIAL

**EXHIBIT "E" Continued**

***Record Plat***

**Southern Hills at Craig Ranch**

**Phase 1**

**209 Residential Lots  12 Common Area Lots**

**3 Future Development Tracts**

**107.654 Acres out of the Elias Alexander Survey, Abstract No. 18**

**And the**

**John Driggers Survey, Abstract No. 274**

**City of McKinney, Collin County, Texas**

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
04/11/2016 03:02:32

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | O | 14 | 6913 Golf Club Drive | McKinney | Texas | |
| 1 | O | 15 | 6917 Golf Club Drive | McKinney | Texas | |
| 1 | O | 16 | 7001 Golf Club Drive | McKinney | Texas | |
| 1 | O | 17 | 7005 Golf Club Drive | McKinney | Texas | |
| 1 | O | 18 | 7009 Golf Club Drive | McKinney | Texas | |
| 1 | O | 19 | 7013 Golf Club Drive | McKinney | Texas | |
| 1 | O | 20 | 7017 Golf Club Drive | McKinney | Texas | |
| 1 | O | 21 | 7021 Golf Club Drive | McKinney | Texas | |
| 1 | O | 22 | 7025 Golf Club Drive | McKinney | Texas | |
| 1 | O | 23 | 7029 Golf Club Drive | McKinney | Texas | |

UNOFFICIAL

EXHIBIT "F"

**Southern Hills at Craig Ranch**

**Phase 1**

**Lots owned by Ashton Woods as of Recording**
**City of McKinney, Collin County, Texas**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | A | 8 | 6904 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 9 | 6908 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 10 | 6912 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 11 | 6916 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 12 | 6920 Royal Liverpool Drive | McKinney | Texas | |
| 1 | A | 16 | 6909 Royal View Drive | McKinney | Texas | |
| 1 | A | 17 | 6905 Royal View Drive | McKinney | Texas | |
| 1 | A | 18 | 6901 Royal View Drive | McKinney | Texas | |
| 1 | A | 19 | 6825 Royal View Drive | McKinney | Texas | |
| 1 | A | 20 | 6921 Royal View Drive | McKinney | Texas | |
| 1 | A | 21 | 6817 Royal View Drive | McKinney | Texas | |
| 1 | A | 22 | 6813 Royal View Drive | McKinney | Texas | |
| 1 | A | 23 | 6809 Royal View Drive | McKinney | Texas | |
| 1 | A | 24 | 6805 Royal View Drive | McKinney | Texas | |
| 1 | A | 25 | 6801 Royal View Drive | McKinney | Texas | |
| 1 | A | 26 | 6800 Royal View Drive | McKinney | Texas | |
| 1 | A | 27 | 6804 Royal View Drive | McKinney | Texas | |
| 1 | A | 28 | 6808 Royal View Drive | McKinney | Texas | |
| 1 | A | 29 | 6812 Royal View Drive | McKinney | Texas | |
| 1 | A | 30 | 6816 Royal View Drive | McKinney | Texas | |
| 1 | A | 31 | 6820 Royal View Drive | McKinney | Texas | |
| 1 | A | 32 | 6824 Royal View Drive | McKinney | Texas | |
| 1 | A | 33 | 6900 Royal View Drive | McKinney | Texas | |
| 1 | A | 34 | 6904 Royal View Drive | McKinney | Texas | |
| 1 | A | 35 | 6908 Royal View Drive | McKinney | Texas | |
| 1 | A | 36 | 6912 Royal View Drive | McKinney | Texas | |
| 1 | A | 37 | 6916 Royal View Drive | McKinney | Texas | |
| 1 | A | 38 | 6920 Royal View Drive | McKinney | Texas | |
| 1 | B | 15 | 7112 Royal Liverpool Drive | McKinney | Texas | |
| 1 | B | 16 | 7108 Royal Liverpool Drive | McKinney | Texas | |
| 1 | D | 1 | 6901 St. George's Drive | McKinney | Texas | |
| 1 | D | 2 | 6905 St. George's Drive | McKinney | Texas | |
| 1 | D | 3 | 6909 St. George's Drive | McKinney | Texas | |
| 1 | D | 4 | 6913 St. George's Drive | McKinney | Texas | |

FINAL
NOT FOR EXECUTION

**Exhibit "F" Continued**

| Phase | Block | Lot | Address | City | State | |
|---|---|---|---|---|---|---|
| 1 | D | 5 | 6917 St. George's Drive | McKinney | Texas | |
| 1 | D | 6 | 8601 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 7 | 8605 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 8 | 8609 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 9 | 8613 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 10 | 8701 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 11 | 8705 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 12 | 8709 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 13 | 8713 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 14 | 8720 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 15 | 8716 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 16 | 8712 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 17 | 8708 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 18 | 8704 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 19 | 8700 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 20 | 8620 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 21 | 8616 Pine Valley Drive | McKinney | Texas | |
| 1 | D | 34 | 8401 Cottage Drive | McKinney | Texas | |
| 1 | D | 35 | 8405 Cottage Drive | McKinney | Texas | |
| 1 | D | 36 | 8409 Cottage Drive | McKinney | Texas | |
| 1 | D | 37 | 8413 Cottage Drive | McKinney | Texas | |
| 1 | G | 1 | 7001 St. George's Drive | McKinney | Texas | |
| 1 | G | 2 | 7005 St. George's Drive | McKinney | Texas | |
| 1 | G | 3 | 7009 St. George's Drive | McKinney | Texas | |
| 1 | G | 4 | 7013 St. George's Drive | McKinney | Texas | |
| 1 | G | 5 | 7017 St. George's Drive | McKinney | Texas | |
| 1 | G | 15 | 8517 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 16 | 8521 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 17 | 8525 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 18 | 8529 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 19 | 8533 Pine Valley Drive | McKinney | Texas | |
| 1 | G | 6 | 7101 St. George's Drive | McKinney | Texas | |
| 1 | K | 2 | 8216 Cottage Drive | McKinney | Texas | |
| 1 | K | 3 | 8300 Cottage Drive | McKinney | Texas | |
| 1 | K | 4 | 8304 Cottage Drive | McKinney | Texas | |
| 1 | K | 5 | 8308 Cottage Drive | McKinney | Texas | |
| 1 | M | 2 | 8421 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 3 | 8417 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 4 | 8413 Shoreacres Drive | McKinney | Texas | |
| 1 | M | 5 | 8409 Shoreacres Drive | McKinney | Texas | |
| 1 | O | 6 | 6805 Golf Club Drive | McKinney | Texas | |

**Exhibit "F" Continued**

| Phase | Block | Lot | Address | City | State | Phase |
|---|---|---|---|---|---|---|
| 1 | O | 11 | 6901 Golf Club Drive | McKinney | Texas | |
| 1 | O | 14 | 6913 Golf Club Drive | McKinney | Texas | |
| | | | | | | |

UNOFFICIAL

Exhibit "G"

# Record Plat
# Southern Hills at Craig Ranch
# Phase 2
# 118 Residential Lots 4 common areas
# 30.5 acres out of the
# Elias Alexander Survey, Abstract No. 18
# And the
# John Driggers Survey, Abstract No. 274
# City of McKInney, Collin County, Texas

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
06/25/2018 02:47:23

| Phase | Lot | Block | Address | City | State |
|---|---|---|---|---|---|
| 2 | 39 | D | 8420 Shoreacres Dr. | McKinney | Texas |
| 2 | 40 | D | 8416 Shoreacres Dr. | McKinney | Texas |
| 2 | 41 | D | 8412 Shoreacres Dr. | McKinney | Texas |
| 2 | 42 | D | 8408 Shoreacres Dr. | McKinney | Texas |
| 2 | 43 | D | 8404 Shoreacres Dr. | McKinney | Texas |
| 2 | 44 | D | 8400 Shoreacres Dr. | McKinney | Texas |
| 2 | 45 | D | 6701 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 46 | D | 6705 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 47 | D | 6709 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 48 | D | 6713 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 49 | D | 6717 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 50 | D | 6721 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 51 | D | 6725 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 52 | D | 6729 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 53 | D | 6733 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 54 | D | 8523 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 55 | D | 8527 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 56 | D | 8531 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 57 | D | 8535 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 58 | D | 8539 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 59 | D | 8543 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 60 | D | 8547 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 61 | D | 8551 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 62 | D | 8555 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 63 | D | 8559 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 64 | D | 8563 Bandon Dunes Dr. | McKinney | Texas |

UNOFFICIAL

# Record Plat
# Southern Hills at Craig Ranch
# Phase 2
# 118 Residential Lots 4 common areas
# 30.5 acres out of the
# Elias Alexander Survey, Abstract No. 18
# And the
# John Driggers Survey, Abstract No. 274
# City of McKInney, Collin County, Texas

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
06/25/2018 02:47:23

| Phase | Lot | Block | Address | City | State |
|---|---|---|---|---|---|
| 2 | 1 | P | 8601 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 2 | P | 8605 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 3 | P | 8609 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 4 | P | 8613 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 5 | P | 8617 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 6 | P | 8621 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 7 | P | 8625 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 8 | P | 8629 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 9 | P | 8633 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 10 | P | 8640 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 11 | P | 8636 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 12 | P | 8632 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 13 | P | 8628 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 14 | P | 8624 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 15 | P | 8620 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 16 | P | 8612 Sand Hills Dr. | McKinney | Texas |
| 2 | 17 | P | 8608 Sand Hills Dr. | McKinney | Texas |
| 2 | 18 | P | 8604 Sand Hills Dr. | McKinney | Texas |
| 2 | 19 | P | 8600 Sand Hills Dr. | McKinney | Texas |
| 2 | 20 | P | 6612 Fishers Island Dr. | McKinney | Texas |
| 2 | 21 | P | 6608 Fishers Island Dr. | McKinney | Texas |
| 2 | 22 | P | 6604 Fishers Island Dr. | McKinney | Texas |
| 2 | 23 | P | 6600 Fishers Island Dr. | McKinney | Texas |
| 2 | 24 | P | 8564 Royal County Down Dr. | McKinney | Texas |
| 2 | 25 | P | 8560 Royal County Down Dr. | McKinney | Texas |
| 2 | 26 | P | 8556 Royal County Down Dr. | McKinney | Texas |

UNOFFICIAL

# Record Plat
# Southern Hills at Craig Ranch
# Phase 2
# 118 Residential Lots 4 common areas
# 30.5 acres out of the
# Elias Alexander Survey, Abstract No. 18
# And the
# John Driggers Survey, Abstract No. 274
# City of McKInney, Collin County, Texas

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
06/25/2018 02:47:23

| Phase | Lot | Block | Address | City | State |
|---|---|---|---|---|---|
| 2 | 27 | P | 8552 Royal County Down Dr. | McKinney | Texas |
| 2 | 28 | P | 8548 Royal County Down Dr. | McKinney | Texas |
| 2 | 29 | P | 8544 Royal County Down Dr. | McKinney | Texas |
| 2 | 30 | P | 8540 Royal County Down Dr. | McKinney | Texas |
| 2 | 31 | P | 8536 Royal County Down Dr. | McKinney | Texas |
| 2 | 32 | P | 8532 Royal County Down Dr. | McKinney | Texas |
| 2 | 33 | P | 8528 Royal County Down Dr. | McKinney | Texas |
| 2 | 34 | P | 8524 Royal County Down Dr. | McKinney | Texas |
| 2 | 35 | P | 8520 Royal County Down Dr. | McKinney | Texas |
| 2 | 36 | P | 8516 Royal County Down Dr. | McKinney | Texas |
| 2 | 37 | P | 8512 Royal County Down Dr. | McKinney | Texas |
| 2 | 38 | P | 8508 Royal County Down Dr. | McKinney | Texas |
| 2 | 39 | P | 8504 Royal County Down Dr. | McKinney | Texas |
| 2 | 40 | P | 8500 Royal County Down Dr. | McKinney | Texas |
| 2 | 41 | P | 6601 Pine Hurst Dr. | McKinney | Texas |
| 2 | 42 | P | 6605 Pine Hurst Dr. | McKinney | Texas |
| 2 | 43 | P | 6609 Pine Hurst Dr. | McKinney | Texas |
| 2 | 44 | P | 6613 Pine Hurst Dr. | McKinney | Texas |
| 2 | 45 | P | 6617 Pine Hurst Dr. | McKinney | Texas |
| 2 | 46 | P | 6621 Pine Hurst Dr. | McKinney | Texas |
| 2 | 47 | P | 6625 Pine Hurst Dr. | McKinney | Texas |
| 2 | 48 | P | 6629 Pine Hurst Dr. | McKinney | Texas |
| 2 | 1 | Q | 8557 Royal County Down Dr. | McKinney | Texas |
| 2 | 2 | Q | 8553 Royal County Down Dr. | McKinney | Texas |
| 2 | 3 | Q | 8549 Royal County Down Dr. | McKinney | Texas |
| 2 | 4 | Q | 8545 Royal County Down Dr. | McKinney | Texas |

UNOFFICIAL

# Record Plat
# Southern Hills at Craig Ranch
# Phase 2
# 118 Residential Lots 4 common areas
# 30.5 acres out of the
# Elias Alexander Survey, Abstract No. 18
# And the
# John Driggers Survey, Abstract No. 274
# City of McKInney, Collin County, Texas

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
06/25/2018 02:47:23

| Phase | Lot | Block | Address | City | State |
|---|---|---|---|---|---|
| 2 | 5 | Q | 8541 Royal County Down Dr. | McKinney | Texas |
| 2 | 6 | Q | 8537 Royal County Down Dr. | McKinney | Texas |
| 2 | 7 | Q | 8533 Royal County Down Dr. | McKinney | Texas |
| 2 | 8 | Q | 8529 Royal County Down Dr. | McKinney | Texas |
| 2 | 9 | Q | 8525 Royal County Down Dr. | McKinney | Texas |
| 2 | 10 | Q | 8521 Royal County Down Dr. | McKinney | Texas |
| 2 | 11 | Q | 8517 Royal County Down Dr. | McKinney | Texas |
| 2 | 12 | Q | 8513 Royal County Down Dr. | McKinney | Texas |
| 2 | 13 | Q | 8509 Royal County Down Dr. | McKinney | Texas |
| 2 | 14 | Q | 8505 Royal County Down Dr. | McKinney | Texas |
| 2 | 15 | Q | 8504 Sand Hills Dr. | McKinney | Texas |
| 2 | 16 | Q | 8508 Sand Hills Dr. | McKinney | Texas |
| 2 | 17 | Q | 8512 Sand Hills Dr. | McKinney | Texas |
| 2 | 18 | Q | 8516 Sand Hills Dr. | McKinney | Texas |
| 2 | 19 | Q | 8520 Sand Hills Dr. | McKinney | Texas |
| 2 | 20 | Q | 8524 Sand Hills Dr. | McKinney | Texas |
| 2 | 21 | Q | 8528 Sand Hills Dr. | McKinney | Texas |
| 2 | 22 | Q | 8532 Sand Hills Dr. | McKinney | Texas |
| 2 | 23 | Q | 8536 Sand Hills Dr. | McKinney | Texas |
| 2 | 24 | Q | 8540 Sand Hills Dr. | McKinney | Texas |
| 2 | 25 | Q | 8544 Sand Hills Dr. | McKinney | Texas |
| 2 | 26 | Q | 8548 Sand Hills Dr. | McKinney | Texas |
| 2 | 27 | Q | 8552 Sand Hills Dr. | McKinney | Texas |
| 2 | 28 | Q | 8556 Sand Hills Dr. | McKinney | Texas |
| 2 | 1 | R | 8605 Sand Hills Dr. | McKinney | Texas |
| 2 | 2 | R | 8601 Sand Hills Dr. | McKinney | Texas |

UNOFFICIAL

# Record Plat
# Southern Hills at Craig Ranch
# Phase 2
# 118 Residential Lots 4 common areas
# 30.5 acres out of the
# Elias Alexander Survey, Abstract No. 18
# And the
# John Driggers Survey, Abstract No. 274
# City of McKInney, Collin County, Texas

Filed of Record, Official Public Records
Stacey Kemp, County Clerk
Collin, County, Texas
06/25/2018 02:47:23

| Phase | Lot | Block | Address | City | State |
|---|---|---|---|---|---|
| 2 | 3 | R | 8557 Sand Hills Dr. | McKinney | Texas |
| 2 | 4 | R | 8553 Sand Hills Dr. | McKinney | Texas |
| 2 | 5 | R | 8549 Sand Hills Dr. | McKinney | Texas |
| 2 | 6 | R | 8545 Sand Hills Dr. | McKinney | Texas |
| 2 | 7 | R | 8541 Sand Hills Dr. | McKinney | Texas |
| 2 | 8 | R | 8537 Sand Hills Dr. | McKinney | Texas |
| 2 | 9 | R | 6700 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 10 | R | 6704 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 11 | R | 6708 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 12 | R | 6712 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 13 | R | 6716 Shinnecok Hills Dr. | McKinney | Texas |
| 2 | 14 | R | 8534 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 15 | R | 8538 Bandon Dunes Dr. | McKinney | Texas |
| 2 | 16 | R | 8542 Bandon Dunes Dr. | McKinney | Texas |

UNOFFICIAL

## Exhibit B

- All lots, tracts or parcels of real property described as **SOUTHERN HILLS AT CRAIG RANCH PHASE 1**, according to the Plat thereof recorded as Instrument No. 20160411010001460 in the Official Public Records of Collin County, Texas and Instrument No. 2016-242 in the Map or Plat Records of Collin County, Texas; and

- All lots, tracts or parcels of real property described as **SOUTHERN HILLS AT CRAIG RANCH PHASE 2**, according to the Plat thereof recorded as Instrument No. 20180625010002920 in the Official Public Records of Collin County, Texas and Instrument No. 2018-471 in the Map or Plat Records of Collin County, Texas.

UNOFFICIAL

COUNTY COURT OF COLLIN COUNTY TEXAS

**Filed and Recorded**
**Official Public Records**
**Stacey Kemp, County Clerk**
**Collin County, TEXAS**
**08/01/2018 08:45:13 AM**
**$170.00 DFOSTER**
**20180801000958570**

Stacey Kemp

# SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SOUTHERN HILLS AT CRAIG RANCH

**STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**COUNTY OF COLLIN** §

THIS SECOND AMENDMENT TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SOUTHERN HILLS AT CRAIG RANCH (this "*Second Amendment*") is made as of the date set forth below by GA Land Development, LP, a Texas limited partnership ("*Parcel Developer*").

## INTRODUCTORY PROVISIONS

**WHEREAS**, the Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch was filed on June 24, 2016, and is recorded as Instrument No. 20160624000800520 in the Official Records of Collin County, Texas (the "*Southern Hills Declaration*"); and

**WHEREAS**, the Southern Hills Declaration was amended by virtue of that certain First Amendment to the Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch, filed on July 27, 2018, and recorded as Instrument NO. 20180727000934890 in the Official Records of Collin County, Texas (the "*First Amendment*"); and

**WHEREAS**, following this amendment the Southern Hills Declaration will affect certain tracts or parcels of real property in Collin County, Texas, more particularly described on Appendix A attached hereto and incorporated herein by reference for all purposes (the "*Property*"); and

UNOFFICIAL

**WHEREAS**, under Section B.2.6 of Appendix B attached to the Southern Hills Declaration, the Parcel Developer, during the Development Period, may amend the Southern Hills Declaration for the purpose of adding real property to the definition of Property and to subject such real property to the terms and conditions of the Southern Hills Declaration; and

**WHEREAS**, the amendment to the Southern Hills Declaration, as hereinafter set forth, is made by the Parcel Developer during the Development Period to subject additional property to the terms and conditions of the Southern Hills Declaration.

**NOW, THEREFORE**, the Southern Hills Declaration is hereby amended as follows:

**(a) Appendix A attached to this Second Amendment shall serve to replace Appendix A attached to the Southern Hills Declaration and the First Amendment, and Section 1.19 of Article 1 of the Southern Hills Declaration is amended to read, in its entirety, as follows**:

***1.19 "Property"*** *means all the land subject to this Declaration and all improvement, easement, rights, and appurtenances to the land. The name of the Property is Southern Hills at Craig Ranch. The Property is located on land described on Appendix A to this Declaration, as amended, and includes every lot and common area thereon. The Property may be expanded by amendment to this Declaration and with the consent of the owner of the property so annexed. The Property may also be referred to as a "**Service Area**" or "**Benefitted Parcel**."*

Parcel Developer, as the owner of the property described in that certain plat for Southern Hills at Craig Ranch Phase 3, filed on September 11, 2020, and recorded as Instrument No. 20200911010003480 of the Official Public Records of Collin County, Texas, and in Volume 2020, Pages 604 and 605 of the Map or Plat Records of Collin County, Texas ("*Phase 3*"), hereby affirms and declares its intent to add or annex additional property, specifically Phase 3, to the scheme of

UNOFFICIAL

development set forth in the Southern Hills Declaration, as amended, as well as the Amended and Restated Community Charter for Craig Ranch, filed as Instrument No. 20180604000683380 in the Official Public Records of Collin County, Texas, as amended, all dedicatory instruments filed by the Craig Ranch Community Association the Official Public Records of Collin County, Texas, and to the jurisdiction of the Craig Ranch Community Association (collectively, the *"Craig Ranch Governing Documents"*). Phase 3, is hereby made subject to the scheme and plan of development contained in the Southern Hills Declaration, as amended, and, from and after the date this Second Amendment is filed with the office of the Collin County Clerk, Phase 3 shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Southern Hills Declaration, as amended, and to the Craig Ranch Governing Documents.

The Southern Hills Declaration and the First Amendment, except as modified herein, is hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of Southern Hills Declaration and this Second Amendment, which shall run with title to the Property, and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

**IN WITNESS WHEREOF**, this Second Amendment to the Southern Hills Declaration is made by GA Land Development, LP, a Texas limited partnership, as Parcel Developer, and made to be effective upon filing with the Office of the Collin County Clerk.

UNOFFICIAL

**PARCEL DEVELOPER:**

**GA Land Development, LP**,
a Texas limited partnership

By: GA Land Development, Inc., a Texas corporation, its General Partner

By: _____
Nick DiGiuseppe, Authorized Signatory

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 22nd day of September, 2020 by Nick DiGiuseppe, Authorized Signatory of GA Land Development, Inc, a Texas corporation, General Partner of GA Land Development, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, The State of Texas

ALYSON DIBLASI
Notary Public, State of Texas
Comm. Expires 03-21-2024
Notary ID 130589228

UNOFFICIAL

## APPENDIX A

- All lots, tracts or parcels of real property described as **SOUTHERN HILLS AT CRAIG RANCH PHASE 1**, according to the Plat thereof recorded as Instrument No. 20160411010001460 in the Official Public Records of Collin County, Texas and in Volume 2016, Page 242 of the Map or Plat Records of Collin County, Texas; and

- All lots, tracts or parcels of real property described as **SOUTHERN HILLS AT CRAIG RANCH PHASE 2**, according to the Plat thereof recorded as Instrument No. 20180625010002920 in the Official Public Records of Collin County, Texas and in Volume 2018, Page 471 of the Map or Plat Records of Collin County, Texas; and

- All lots, tracts or parcels of real property described as **SOUTHERN HILLS AT CRAIG RANCH PHASE 3**, according to the Plat thereof recorded as Instrument No. 20200911010003480 in the Official Public Records of Collin County, Texas and in Volume 2020, Pages 604 and 605 of the Map or Plat Records of Collin County, Texas .

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/25/2020 11:36:04 AM
$42.00 DFOSTER
20200925001643430

**Collin County**
**Honorable Stacey Kemp**
**Collin County Clerk**

**Instrument Number:** 2025000081628

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: June 30, 2025 02:07 PM

Number of Pages: 8

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

Total Recording: $49.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

| | |
|---|---|
| Document Number: | 2025000081628 |
| Receipt Number: | 20250630000125 |
| Recorded Date/Time: | June 30, 2025 02:07 PM |
| User: | Kristen M |
| Station: | Workstation cck036 |

**Record and Return To:**

CSC

**STATE OF TEXAS**
**COUNTY OF COLLIN**

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

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Stacey Kemp

# TWENTY FIFTH SUPPLEMENTAL CERTIFICATE AND MEMORADNUM OF RECORDING OF ASSOCIATION DOCUMENTS FOR CRAIG RANCH COMMUNITY ASSOCIATION

**STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**COUNTY OF COLLIN** §

The undersigned, as attorney for the Craig Ranch Community Association ("Association") for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- **EXHIBIT "A" – SOUTHERN HILLS PARK & VOLLEYBALL USE RULES**

The forgoing dedicatory instruments will remain in force until amended or rescinded by the Association's Board of Directors.

IN WITHESS WHEREOF, the Craig Ranch Community Association has caused this Twenty First Supplemental Certificate and Memorandum of Recording of Association Documents to be filed with the office of the Collin County Clerk and supplements those certain instruments recorded in the Official Public Records of Collin County, Texas, to wit: (i) as Document No. 2005-0180700; (ii) as Document No. 2006-0120-000086090; (iii) as Document No. 2006-0324-000386870; (iv) as Document No. 2006-0508-000620030; (v) as Document No. 2007-1022-001446020; (vi) as Document No. 2008-0820-001014900; (vii) as Document No. 2010-1122-001275920; (viii) as Document No. 2011-0113000054930; (ix) as Document No. 2011-0826-000906000; (x) as Document No. 2011-1219-001365240; (xi) as Document No. 2012-0210-000153350; (xii) as Document No. 2013-0815-001157920; (xiii) as Document No. 2013-1009-001404280; (xiv) as Document No. 2016-0505-000550160; (xv) as Document No. 2017-0406-000439000; (xvi) as Document No. 2017100200130980; (xvii) as Document No. 20190425000450820; (xviii) as Document No. 20210715001428750; (xviii) as Document No. 20210805001584830; (xix) as Document No. 2022000138091; (xx) as Document No. 2023-2023000129970; (xxi) as Document No. 2024-2024000028762; (xxii) as Document No. 2024-2024000029909; (xxiii) as Document No. 2024000039741; and (xxiii) as Document No. 2025-5000028821. The dedicatory instruments attached hereto shall serve to supplement and/or replace any dedicatory instrument previously filed by Craig Ranch Community Association addressing the subject matter.

**CRAIG RANCH COMMUNITY ASSOCIATION**
**a Texas non-profit corporation**

By: _____
Craig Ranch Community Association, Inc., Legal Counsel

**ACKNOWLEDGEMENT**

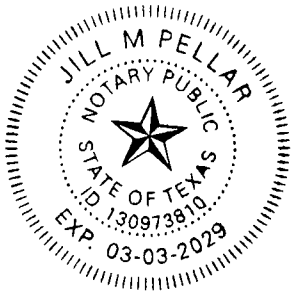
STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 30TH DAY OF JUNE, 2025 BY DANIEL E. PELLAR, LEGAL COUNSEL FOR CRAIG RANCH COMMUNITY ASSOCIATION, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOLWEDGED TO ME THAT HE EXECUTED THSE ASE FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

_____
Notary Public in and for the State of Texas

My commission expires: _____

**AFTER RECORDING, RETURN TO:**
**Daniel E. Pellar**
**The Pellar Law Firm, PLLC**
**2591 Dallas Parkway, Suite 300**
**Frisco, Texas 75034**



# DEDICATORY INSTRUMENTS

# EXHIBIT 1

**CRAIG RANCH COMMUNITY ASSOCIATION**
**BOARD OF DIRECTORS RESOLUTION**
**ADOPTION OF SOUTHERN HILLS PARK & VOLLEYBALL COURT USE RULES**

**WHEREAS**, Pursuant to Section 3.3 of the Amended and Restated Community Charter for Craig Ranch recorded on June 4, 2018 as Document No. 20180604000683380 in the Real Property Records of Collin County, Texas, as amended and supplemented from time to time ("Charter") and Section 1.12 of the Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Hills at Craig Ranch recorded on June 24, 2016 as Document No. 20160624000800520 in the Real Property Records of Collin County, Texas, as amended and supplemented from time to time ("Southern Hills Declaration") the Craig Ranch Community Association ("Association") has authority, through the Association's Board of Directors ("Board") supplement the Southern Hills; and

**WHEREAS**, in accordance with Section 1.12 of the Southern Hills Declaration the Board, has determined it is in the interest of the Association to adopt specific rules of the use of the Southern Hills Park and the volleyball court constructed in Southern Hills ("Southern Hills Park & Volleyball Court Use Rules"); and

**NOW, THEREFORE, IT IS RESOLVED** by the Board, that the attached Southern Hills Park & Volleyball Court Use Rules attached hereto as **Exhibit "A"** are adopted and supplement the Association Rules and any Southern Hills Rules.

This is to certify that the foregoing resolution was adopted by the Association's Board at a meeting held on 6/18/2025. and has not been modified, rescinded or revoked.

DATE: 6/18/2025

Board President

Stephanie Miller

Printed Name

# EXHIBIT "A"

## SOUTHERN HILLS PARK & VOLLEYBALL COURT USE RULES

- **Park and volleyball court is for the use and benefit of Southern Hills residents and their guests only.**
- **Do not use the volleyball court after dusk.**
- **Residents are responsible for their guests.**
- **Play at own risk, no supervision provided and supervise your children.**
- **Volleyball play is restricted to the volleyball court only.**
- **Volleyball court is on a first come, first served basis but be considerate of others waiting to play.**
- **20-minute limit per game on the volleyball court.**
- **Use equipment as intended.**
- **Pets are not allowed on the volleyball court.**
- **Leave the volleyball court cleaner than you found it.**
- **Do not dig or bury items in the sand of the volleyball court.**
- **No food or glass on the volleyball court.**
- **Report any damages to the Craig Ranch Community Association office.**
- **Instructional or league programs are prohibited from use of the park and volleyball court.**