ARTICLES OF INCORPORATION

FILED
In the Office of the
Secretary of State of Texas

MAR 10 2004

Corporations Section

ARTICLES OF INCORPORATION

OF

CRAIG RANCH COMMUNITY ASSOCIATION

Article 1. **Name**. The name of the corporation is Craig Ranch Community Association (the "Association").

Article 2. **Principal Office**. The initial principal office of the Association is located at 101 East Davis Street, McKinney, Texas 75069.

Article 3. **Duration**. The Association shall have perpetual duration.

Article 4. **Applicable Statute**. The corporation is a nonprofit corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act.

Article 5. **Purposes and Powers**. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

(a) By way of explanation and not limitation, the purposes for which the Association is formed are:

(i) to be and constitute the Association to which reference is made in the Community Charter for Craig Ranch ("Charter"), recorded or to be recorded in the Office of the Clerk of the Superior Court of Collin County, Texas, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws of the Association ("By-Laws") and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners of that real property which is subject to the terms of the Charter (the "Community").

(b) In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Charter or By-Laws, may be exercised by its board of directors:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Texas in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Charter, including, without limitation, the following:

(A) to fix and to collect assessments and other charges to be levied pursuant to the Charter;

terms are defined in the Charter), shall be a member of the Association and shall be entitled to such voting rights and membership privileges as are set forth in the Charter and the By-Laws.

Article 7. **Board of Directors.** The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The Board of Directors shall consist of not less than three nor more than seven directors, as determined in accordance with the By-Laws. The initial Board of Directors shall consist of three directors. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

Richard D. Thomas	101 East Davis Street, McKinney, Texas 75069
Sandra D. Mayo	101 East Davis Street, McKinney, Texas 75069
Martin R. McCloud	101 East Davis Street, McKinney, Texas 75069

The number, the method of selection, removal, and filling of vacancies, and the term of office of members of the Board of Directors shall be as set forth in the By-Laws.

Article 8. **Indemnification of Directors.** The Association shall indemnify its officers, directors and committee members as and to the extent required by the By-Laws. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article 9. **Dissolution.** The Association may be dissolved only upon a resolution duly adopted by its Board of Directors and approved by the affirmative vote of members who are Owners of not less than two-thirds (2/3) of the Units subject to the Charter. In addition, so long as the Founder owns any property subject to the Charter or which the Founder may unilaterally make subject to the Charter pursuant to the Charter, the written consent of the Founder shall be required.

Article 10. **Merger and Consolidation.** The Association may merge or consolidate only upon a resolution duly adopted by its Board of Directors and the affirmative vote of members who are Owners of not less than two-thirds (2/3) of the Units owned by persons other than Founder. In addition, so long as the Founder owns any property subject to the Charter or which it may unilaterally make subject to the Charter, the written consent of the Founder shall be required.

Article 11. **Amendments.** These Articles may be amended only upon a resolution duly adopted by the Board of Directors and approved by the affirmative vote of members entitled to cast at least two-thirds (2/3) of the total eligible votes of the members; provided, the members shall not be entitled to vote on any amendment to these Articles of Incorporation adopted for the sole purpose of complying with the requirements of any governmental or quasi-governmental

(B) to manage, control, operate, maintain, repair, and improve property subject to the Charter or any other property as to which the Association has a right or duty to provide such services pursuant to the Charter, By-Laws, or any covenant, easement, contract, or other legal instrument;

(C) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Charter, By-Laws, or other recorded covenant;

(D) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Charter;

(E) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(F) to borrow money for any purpose;

(G) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(H) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests of such corporations, firms, or individuals;

(I) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, such By-Laws may not be inconsistent with or contrary to any provisions of the Charter; and

(J) to provide any and all services to the Community and adjacent properties as the Board of Directors may determine to be necessary or desirable to supplement the services provided by local government.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

Article 6. **Membership.** The Association shall be a membership corporation without certificates or shares of stock. The Founder, for such period as is specified in the Charter, and each Person who is the Owner of a Unit within the Community (as such capitalized

entity or any institutional lender authorized to fund, insure or guarantee mortgages on individual Units, which amendments may be adopted by the Board of Directors. In addition, so long as the Founder owns any property subject to the Charter or which it may unilaterally make subject to the Charter, the consent of the Founder shall be required for any amendment.

Article 12. **Registered Agent and Office.** The initial registered office of the Corporation is at Abernathy, Roeder, Boyd & Joplin, L.C., 1700 Redbud Boulevard, Suite 300, McKinney, Texas 75069-1210 and the initial registered agent at such address is Robert H. Roeder.

Article 13. **Incorporator.** The name and address of the incorporator are as follows:

Kimberly A. Swartz
Hyatt & Stubblefield, P.C.
225 Peachtree St., N.E., Suite 1200
Atlanta, Georgia 30303

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.

Kimberly A. Swartz

1200 Peachtree Center South Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303
(404) 659-6600

5530.01/Artofinc/030904/kas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

Craig Ranch North Owners Association
Domestic Nonprofit Corporation
[File Number: 800152163]

Into

Craig Ranch Community Association
Domestic Nonprofit Corporation
[File Number: 800317988]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 04/10/2006

Effective: 04/10/2006

Roger Williams
Secretary of State

BYLAWS

EXHIBIT "D"

AMENDED AND RESTATED BY-LAWS

OF

CRAIG RANCH COMMUNITY ASSOCIATION

TABLE OF CONTENTS

PAGE

Chapter 1 Name, Principal Office, and Definitions 1

1.1. Name. 1
1.2. Principal Office. 1
1.3. Definitions. 1

Chapter 2 Membership: Meetings, Quorum, Voting, Proxies 2

2.1. Membership. 2
2.2. Place of Meetings. 2
2.3. Association Meetings. 2
2.4. Notice of Meetings. 2
2.5. Waiver of Notice. 2
2.6. Adjournment of Meetings. 3
2.7. Voting. 3
2.8. Proxies. 4
2.9. Quorum. 5
2.10. Conduct of Meetings. 5
2.11. Action Without a Meeting. 5
2.12. Electronic Participation in Meetings. 5

Chapter 3 Board of Directors: Selection, Meetings, Powers 7

A. Composition and Selection. 7

3.1. Governing Body; Qualifications. 7
3.2. Number of Directors. 7
3.3. Selection of Directors; Term of Office. 7
3.4. Nomination and Election Procedures. 8
3.5. Removal of Directors and Vacancies. 9

B. Meetings. 9

3.6. Organizational Meetings. 9
3.7. Regular Meetings. 9
3.8. Special Meetings. 10
3.9. Notice; Waiver of Notice. 10
3.10. Place of Meetings and Participation in Meetings. 11
3.11. Quorum of Board; Voting. 12
3.12. Conduct of Meetings. 12
3.13. Action Without a Formal Meeting. 12

C. Powers and Duties. 12

3.14. Powers. 12
3.15. Duties. 12
3.16. Conflicts of Interest; Code of Ethics. 13

TABLE OF CONTENTS

(Continued)

PAGE

Chapter 4 Officers 15

4.1. Officers 15
4.2. Election and Term of Office. 15
4.3. Removal and Vacancies. 15
4.4. Powers and Duties. 15
4.5. Resignation. 12

Chapter 5 Committees 13

5.1. General 13
5.2. Covenants Committee. 13
5.3. Service Area Committees 13

Chapter 6 Standards of Conduct; Liability and Indemnification 14

6.1. Standards for Directors and Officers. 14
6.2. Liability. 14
6.3. Indemnification. 14
6.4. Advancement of Expenses. 15
6.5. Board and Officer Training. 15

Chapter 7 Management and Accounting 16

7.1. Compensation of Directors and Officers. 16
7.2. Right of Founder to Disapprove Actions 16
7.3. Managing Agent. 17
7.4. Accounts and Reports. 17
7.5. Borrowing. 18
7.6. Right to Contract 18
7.7. Agreements, Contracts, Deeds, Leases, Checks, Etc. 18

Chapter 8 Enforcement Procedures 19

8.1. Notice and Response. 19
8.2. Hearing 19
8.3. Appeal. 22

Chapter 9 Miscellaneous 21

9.1. Fiscal Year. 21
9.2. Parliamentary Rules. 21
9.3. Conflicts. 21
9.4. Books and Records. 21
9.5. Notices. 22
9.6. Amendment. 22

AMENDED AND RESTATED BY-LAWS

OF

CRAIG RANCH COMMUNITY ASSOCIATION

Chapter 1
Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Craig Ranch Community Association (the "**Association**").

1.2. Principal Office.

The Association's principal office shall be located in Collin County, Texas. The Association may have such other offices as the Board may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Community Charter for Craig Ranch, as it may be amended (the "**Charter**"). The term "**majority**," as used in these By-Laws, means those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

NOTES

Chapter 2

Membership: Meetings, Quorum, Voting, Proxies

We do not seek to have our way, but to find a common way. Lyndon B. Johnson

2.1. Membership.

The Association shall have two classes of membership, one class consisting of the Parcel Owners and one class consisting of the Founder, as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

2.3. Association Meetings.

(a) ***Annual Meetings***. The Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

(b) ***Special Meetings***. The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or upon written petition of Parcel Owners representing at least 10% of the total votes in the Association.

2.4. Notice of Meetings.

The President, the Secretary, or the officers or other persons calling a meeting of the Parcel Owners shall deliver or cause to be delivered to each Parcel Owner entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting and the general nature of any proposed amendment to the Charter or these By-Laws, any proposed budget changes, any proposal to remove a director, and any other matter required by Tex. Business Organizations Code Sections 22.253 and 22.303.

If proxies are permitted, the notice shall also state the procedures for appointing proxies. If the meeting is to be held solely by electronic communications or if participation in the meeting is permitted by electronic communications, as described in Section 2.12 below, the notice shall state the form of communications system to be used for the meeting and the means of accessing the communications system. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 9.5, at least 10 but not more than 60 days before the date of such meeting.

2.5. Waiver of Notice.

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Parcel Owner may waive, in writing, notice of any Association meeting, either before or after such meeting. A Parcel Owner's attendance at a meeting shall be deemed a waiver by such Parcel Owner of notice of the time, date, and place thereof, unless the Parcel Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.6. Adjournment of Meetings.

If any Association meeting cannot be held because a quorum is not present, the Parcel Owners representing a majority of the votes present at such meeting may adjourn the meeting to a time at least five but not more than 30 days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Parcel Owners of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Parcel Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Parcel Owners to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

2.7. Voting.

(a) ***Voting Rights***. The voting rights of the Parcel Owners shall be as set forth in the Charter and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. Parcel Owners may vote in person, by proxy, or by written ballot in accordance with such rules and procedures as the Board may adopt.

(b) ***Voting Procedures***. Not later than 10 days or earlier than 60 days before the date of any election or vote, the Association shall give written notice of the election or vote to each Parcel Owner entitled to vote. A Parcel Owner vote on any matter may be cast in person at a meeting, by mail or electronic transmission (including facsimile transmission, electronic mail, or posting on an Internet website), or by any combination of these methods; provided, any ballot submitted electronically must be submitted in a manner that permits confirmation of the identity of the Parcel Owner casting the vote and allows the Parcel Owner to receive a receipt evidencing the transmission and receipt of the ballot. A ballot cast at a meeting shall revoke and supersede any ballot casting the same vote submitted by other means. A ballot cast prior to a meeting may not be counted if the motion was amended at the meeting so as to deviate from the exact language on the ballot previously cast.

A ballot to be submitted by mail or electronic transmission (an "**Absentee Ballot**") shall:

(i) describe each proposed action and provide an opportunity to vote for or against each proposed action; and

(ii) include the following language or such other language as may be authorized in lieu of the following language by future amendment of Tex. Prop. Code Chapter 209:

> By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

Any solicitation of votes to be cast by Absentee Ballot shall include instructions for delivery of the completed ballot, including the delivery location. If the Absentee Ballot is posted on an Internet website, a notice of posting shall be sent to each Parcel Owner entitled to vote on the matter

with instructions for obtaining access to the website and casting such ballot.

The person who tabulates votes on any matter shall not disclose to any other person how any particular Parcel Owner's votes were cast. No person who is a candidate for election or is the subject of any other Association vote, or any person related to such person within the third degree of consanguinity or affinity, as determined under Tex. Gov. Code Chapter 573, may tabulate ballots cast in any election or vote hereunder. No person other than a person designated to tabulate the votes shall be given access to the ballots cast except as part of a recount process authorized by law.

Within 15 days after the date of any election or Parcel Owner vote, any Parcel Owner may demand a recount of the votes in accordance with Tex. Prop. Code Section 209.0057.

(c) ***Establishment of Election Districts.*** "**Election Districts**" have been established within the residential and the non-residential portions of Craig Ranch for the purpose of electing directors to the Board. The purpose of Election Districts is to provide for representation on the Board by groups with potentially dissimilar interests and to avoid a situation in which particular groups are able to elect the entire Board due to the number of votes they represent. The number of Election Districts shall not exceed the total number of directors on the Board.

Election Districts shall be established by filing with the Association and recording a Supplement or an exhibit to the Charter identifying the Parcels comprising each Election District by legal description or other means such that the Parcels within each Election District can easily be determined. The Founder, acting alone, may amend such Charter exhibit or Supplement to change Election District designations or boundaries at any time prior to the expiration of the Founder Control Period. After the Founder Control Period, the Founder may amend to designate additional Parcels as part of any Election District.

After termination of the Founder Control Period, the Board shall have the right to record or amend the Charter exhibit or Supplement creating Election Districts upon the vote of a majority of the total number of directors and approval of Parcel Owners representing a majority of the total votes in the Association. Neither recordation of nor the Founder's amendment of such Supplement or Charter exhibit shall constitute an amendment to the Charter. No consent or approval of any Person shall be required except as stated in this subsection.

Any and all portions of Craig Ranch which are not assigned to a specific Election District shall constitute a single Election District.

2.8. Proxies.

On any matter to be voted on by the Parcel Owners, each Parcel Owner may vote in person or by proxy, subject to the limitations of Texas law and subject to any specific provision to the contrary in the Charter or these By-Laws.

Every proxy shall be in writing, shall identify the Parcel for which it is given, signed by the Parcel Owner or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. The Board may accept a proxy filed by electronic means if it contains or is accompanied by information from which it can be determined that the Parcel Owner, the Parcel Owner's agent, or the Parcel Owner's attorney-in-fact authorized the transmission. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover the entire vote which the Parcel Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease (a) if the Parcel Owner attends the meeting and votes in person, (b) upon conveyance of any Parcel for which it was given, (c) upon the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Parcel Owner who is a natural person, or (d) 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.9. Quorum.

Except as these By-Laws or the Charter may otherwise provide, the presence of Parcel Owners or their proxies representing five percent (5%) of the total votes in the Association shall constitute a quorum at all Association meetings, and the casting of ballots representing at least five percent (5%) of the total votes in the Association shall constitute a quorum for any Parcel Owner vote conducted by means other than at a meeting. A ballot cast by mail or electronically may be counted for purposes of establishing a quorum only as to those items appearing on the ballot. The vote of Parcel Owners representing a majority of the total eligible votes cast shall constitute the action of the Parcel Owners.

2.10. Conduct of Meetings.

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association's books.

2.11. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Parcel Owners may be taken without a meeting if:

(a) the Association mails or delivers to every Parcel Owner entitled to vote on the action:

(i) an Absentee Ballot meeting the requirements of Section 2.7(b); or

(ii) notice of the posting of such a ballot on an Internet website, with instructions for obtaining access to such website and casting the ballot; and

(b) the number of votes cast equals or exceeds the quorum required for a meeting to consider such action; and

(c) the number of votes cast in favor of the proposed action equals or exceeds the number of votes required to approve such action if the vote were conducted at a meeting.

Voting instructions or solicitations for any vote conducted in a manner other than at a meeting must be delivered at least 20 days before the deadline for casting ballots and must indicate the deadline for casting the ballot in order to be counted. The period for submitting ballots to the Association shall not be more than 60 days. Each ballot must be signed and dated by the Parcel Owner; provided, electronic votes cast pursuant to Section 2.7(b) shall constitute written and signed ballots. A signed ballot may not be revoked once submitted to the Association, except as provided in Section 2.7(b). The Board shall notify the Parcel Owners of the results of the vote within 30 days after the expiration of the voting period.

2.12. Electronic Participation in Meetings.

The Association may hold Association meetings and/or allow Parcel Owners to participate in any Association meeting by conference telephone or similar communications equipment or other suitable electronic communications system, including videoconferencing technology or the Internet, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting is to take

place at the meeting, the Association must implement measures to verify that every Parcel Owner voting at the meeting by means of remote communication is sufficiently identified.

NOTES

Chapter 3
Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

The Board shall govern the Association's affairs. Each director shall have one vote. Except with respect to directors appointed by the Founder, directors shall be Parcel Owners or occupants of a Parcel.

If a Parcel Owner or occupant is not an individual, any officer, director, partner, or any trust officer of such Parcel Owner shall be eligible to serve as a director unless a written notice to the Association signed by the Parcel Owner specifies otherwise. However, no Parcel Owner and no Parcel may have more than one such representative on the Board at a time except in the case of directors the Founder appoints.

3.2. Number of Directors.

The Board shall consist of three to five directors, as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) ***Initial Board.*** The initial Board shall consist of the three directors identified in the Articles of Incorporation, who shall serve until their successors are appointed or elected as provided in this Section.

(b) ***Directors During Founder Control Period.*** Except as otherwise provided in this subsection, the Founder may appoint, remove, and replace Board members until termination of the Founder Control Period.

Within 30 days after the time that Persons other than Parcel Developers hold title to 50% of the Non-Residential Parcels and 50% of the Residential Units permitted by the Master Plan, or whenever the Founder earlier determines, the Board shall be increased to five directors and the President shall call for an election by which the Parcel Owners shall be entitled to elect two additional directors. One director shall be elected by the Parcel Owners representing Residential Parcels or Units, and one director shall be elected by the Parcel Owners representing a Non-Residential Parcels or Units. Directors elected by the Parcel Owners are referred to as "**Owner Directors**." The Founder shall appoint the remaining three directors.

The Owner Directors elected pursuant to the above paragraph shall be elected for a term which expires on the date of the second annual meeting following his or her election. Upon expiration of each such director's term, and thereafter upon the expiration of each successor's term, a successor director shall be elected by the Parcel Owners for a two-year term.

(c) ***Directors After the Founder Control Period.***

(i) Within 30 days after termination of the Founder Control Period, the President shall call for an election by which the Parcel Owners shall be entitled to elect two additional Owner Directors. One director shall be elected by the Parcel Owners representing Residential Parcels or Units, and the other director shall be elected by the Parcel Owners representing Non-Residential Parcels or Units. The Owner Directors elected pursuant to paragraph (b) above shall continue to serve and the Founder shall appoint the remaining director. The Owner Directors elected pursuant to this paragraph shall serve until the second annual meeting following the termination of the Founder Control Period. Upon expiration of each such director's term, and thereafter upon the expiration of each successor's term, a successor director shall be elected by the Parcel Owners for a two-year term.

(ii) Prior to termination of the Founder membership, the Founder shall be entitled to appoint, remove, and replace the fifth director. Thereafter, the director appointed by the Founder shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Parcel Owners shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two years.

(iii) Upon expiration of the term of office of each Owner Director, the Parcel Owners entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

Notwithstanding any other provision of these By-Laws to the contrary, if necessary to establish staggered terms for the directors, the Board may, for one time only, provide that two directors be elected to serve one term of three years. At all times, there must be at least two Owner Directors representing Non-Residential Parcels or Units and two Owner Directors representing Residential Parcels or Units. If established, Owner Directors shall be elected from Election Districts, with an equal number of directors elected by the Owner Directors representing each Election District.

Initial Board	50% Residential Units	Founder Control Period	Termination of Founder membership
Founder Appointee	Residential Parcels or Units	Residential Parcels or Units	Parcel Owner (Residential)
Founder Appointee	Non-Residential Parcels or Units	Residential Parcels or Units	Parcel Owner (Residential)
Founder Appointee	Founder Appointee	Non-Residential Parcels or Units	Parcel Owner (Non-Residential)
	Founder Appointee	Non-Residential Parcels or Units	Parcel Owner (Non-Residential)
	Founder Appointee	Founder Appointee	At Large

3.4. Nomination and Election Procedures.

(a) ***Nomination of Candidates***. At least 10 days prior to the Association distributing Absentee Ballots or other ballots for purposes of electing directors to the Board, the Association shall provide notice to all Parcel Owners in accordance with Tex. Prop. Code Section 209.00593 soliciting candidates interested in running for an open Board position to be filled by a vote of the Parcel Owners. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's interest in being placed on the ballot and the deadline for submitting the candidate's request.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. The Nominating Committee, if any, shall consist of at least three Persons, including a chairman, who shall be a Board member, and two or more Parcel Owners or representatives of Parcel Owners. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for each election, the Nominating Committee, if created, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Parcel Owners at such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Parcel Owners and to solicit votes.

(b) ***Election Procedures***. At each election, voting shall be by ballot, which may be cast in any manner authorized by the Board consistent with Section 2.7. Each Parcel Owner may cast all votes assigned to his or her Parcel for each position to be filled from any slate of candidates on which such Parcel Owner is entitled to vote. Under no circumstances shall cumulative voting be permitted in any election of directors. Notwithstanding this, if the number of candidates equals the number of positions to be filled and there are no nominations from the floor, any Parcel Owner may move to accept the slate of candidates, and, if approved, no balloting shall be required. The candidates receiving the most votes shall be elected.

3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by the vote of the Parcel Owners holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Parcel Owners, the Parcel Owners entitled to elect the removed director shall elect a successor for the remainder of the term of such director.

At any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who: (i) has three consecutive unexcused absences from Board meetings; (ii) is more than 30 days delinquent (or represents a Parcel which is so delinquent) in the payment of any assessment or other charge due the Association; or (iii) fails to cure a violation of the Governing Documents pertaining to the Parcel he or she represents after being given notice from the Board or its designee and a reasonable opportunity to cure such violation. The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of a vacancy in any Owner Director seat on the Board due to the death, disability, or resignation of an Owner Director or for any other reason, the Board may declare a vacancy and appoint a successor to fill the vacancy for the remainder of the term.

This Section shall not apply to directors the Founder appoints. The Founder shall appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 30 days following each annual Association meeting at such time and place as the Board shall fix for the purpose of electing officers and providing for such other organizational functions as deemed appropriate.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place (subject to Section 3.10) as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

3.8. Special Meetings.

The Board shall hold special meetings when called by written notice signed by the President, Vice President, or any two directors.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notice of any meeting which is conducted or which may be attended by conference telephone or other remote communications system in accordance with Section 3.10 shall specify the form of communications system to be used for the meeting and the means of accessing the communications system. The Board shall notify each director of meetings by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission.

All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. The Board shall deposit notices sent by first class mail into a United States mailbox at least five business days before the day of the meeting. The Board shall give notices by personal delivery, telephone, or other device at least 72 hours before the time set for the meeting. No notice shall be required for regular meetings conducted in accordance with a published schedule, provided notice of the schedule was delivered to each director in accordance with this subsection (a).

(b) Notice of all Board meetings, setting forth the date, hour, place, and general subject of the meeting, including a general description of any matter to be brought up for deliberation in executive session, shall be given by email sent at least 72 hours before the start of the meeting to each Parcel Owner who has registered an email address with the Association and either:

(i) posting the notice in a conspicuous manner reasonably designed to provide notice to the Parcel Owners, either on the Common Area or on other property with the Community, with the permission of the owner of such property; or

(ii) posting on any Internet website maintained by the Association or other Internet media.

Each Parcel Owner is responsible for registering its email address with the Association for purposes of receiving notices under this subsection (b) and notifying the Association in writing of any change in such email address.

(c) If the Board recesses a Board meeting until the following business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the requirements of this Chapter 3, Part B. If a Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by subsection (b) within two hours after adjournment of the meeting being continued.

(d) Except as otherwise specifically provided in subsection (e) or Tex. Prop. Code Section 209.0051, the Board may meet by any means of communication, including electronic and telephonic communication pursuant to Section 3.10(b), and the Board may take action by unanimous written consent pursuant to Section 3.13 without prior notice to the Parcel Owners, provided each director is given a reasonable opportunity to express the director's opinion to all other directors and to vote. Any action taken without notice to Parcel Owners under subsec-

tion (b) must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next Board meeting.

(e) To the extent prior notice and an open meeting is required by Tex. Prop. Code Section 209.0051(h) with respect to a specific issue, the Board shall not consider or vote on such issue unless done in an open meeting for which prior notice was given to the Parcel Owners under subsection (b).

(f) Subsections (b) through (e) of this Section shall not apply to a Board meeting during the Development and Sale Period unless specifically required by Tex. Prop. Code Section 209.0051(i), provided nothing in this subsection (f) shall authorize the Board to take action on any matter listed in such statute in contravention of the approval that would otherwise be required under the Governing Documents or Texas law.

(g) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Place of Meetings and Participation in Meetings.

(a) Except as otherwise authorized in this Section 3.10, all Board meetings shall be held within Collin County.

(b) Members of the Board and committees are encouraged to attend Board and committee meetings in person to better facilitate discussion and debate of important issues. However, members of the Board or any committee may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

(c) A meeting of the Board, or of any committee designated by the Board, may be held by means of a remote electronic communications system, including videoconferencing technology or the Internet, but only if: (i) each person entitled to participate in the meeting consents to the meeting being held by means of that system; and (ii) the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant. Notice of any meeting to be held via a remote communications system must include instructions for Parcel Owners to access the communication system.

(d) Subject to the provisions of subsection (e) and Section 3.13, all Board meetings shall be open to all Parcel Owners or their representatives, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak. The Board shall make agendas for its meetings reasonably available for examination by all Parcel Owners or their representatives prior to the meeting.

(e) Notwithstanding the above, any Board meeting may be adjourned and reconvened in executive session, and attendance at such meeting restricted to directors and such other persons as the Board may specifically invite and announce during the open portion of the Board meeting, to discuss and vote on pending or threatened litigation, personnel matters, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters

involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board.

Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of any Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3.11. Quorum of Board; Voting.

(a) At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Texas law, these By-Laws, or the Charter specifically provide otherwise. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

(b) Board members may not vote by proxy. All voting by the Board shall be conducted at a meeting or by written consents without a meeting in accordance with Section 3.13.

3.12. Conduct of Meetings.

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

3.13. Action Without a Formal Meeting.

Subject to the provisions of Section 3.9(e), any action to be taken or which may be taken at a Board meeting may be taken without a meeting if the directors sign a written consent, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote. The Board shall post a notice of any Board action taken pursuant to this Section in a prominent place within Craig Ranch within three business days after obtaining all written consents to an action.

C. Powers and Duties.

3.14. Powers.

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Texas law require to be done and exercised by the membership.

3.15. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Parcel Owner's share of the Common Expenses and any Service Area Expenses;

(b) levying and collecting such assessments from the Parcel Owners;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common

Responsibility consistent with the Community-Wide Standard;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on the Association's behalf in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(f) making and amending Rules in accordance with the Charter;

(g) opening bank accounts on the Association's behalf and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Charter;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping a detailed accounting of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a Parcel, any Parcel Owner, and the holders, insurers, and guarantors of any Mortgage on any Parcel or Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 7.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Texas law, the Articles and these By-Laws.

3.16. Conflicts of Interest; Code of Ethics.

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate, and the Founder may transact business with the Association or its contractors.

The Board may create and adopt a written "Code of Ethics" applicable to all directors and officers. The Code of Ethics shall incorporate the above standards and other conduct rules it deems appropriate. At a minimum, the Code of Ethics shall require each officer and director to conduct

himself or herself in a manner consistent with the Board Standards described in Section 6.1. Each officer and director, as a pre-condition to service, shall acknowledge and agree, in writing, to abide by the Code of Ethics.

NOTES

Chapter 4
Officers

You cannot be a leader, and ask other people to follow you, unless you know how to follow, too.

Sam Rayburn

4.1. Officers.

The Association's officers shall include a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Parcel Owners, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose.

(a) ***President***. The President shall be the Association's chief executive officer. The President (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

(b) ***Secretary***. The Secretary (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Owners for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

(c) ***Treasurer***. The Treasurer shall have primary responsibility for preparing the budget as provided for in the Charter and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Treasurer (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing

agent is responsible for collecting and disbursing Association funds; and (vii) performs all duties incident to the office of Treasurer.

4.5. **Resignation**.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

NOTES

Chapter 5
Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three but no more than five Owners who shall not be officers, directors, or employees of the Association, or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Chapter 8 of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

5.3. Service Area Committees.

The Owners within any Service Area which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Parcels in Craig Ranch. A Service Area Committee, if elected, shall consist of three Owners of property within the Service Area.

Elections of Service Area Committees may be held by written ballot sent to all Owners of Parcels within the Service Area, or at a meeting of the Owners of Parcels within the Service Area, as the Board determines. The Board or any Owner of a Parcel in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected.

Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an ex officio member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Parcels in the Service Area and their representatives.

NOTES

Chapter 6
Standards of Conduct; Liability and Indemnification

Hold yourself responsible for a higher standard than anybody expects of you. Never excuse yourself.

Henry Ward Beecher

6.1. Standards for Directors and Officers.

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under Texas law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Texas law.

6.2. Liability.

(a) A director shall not be personally liable to the Association, any Owner, Parcel Association, or any other Person for any action taken or not taken as a director if the director has acted in accordance with Section 6.1.

(b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:

(i) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(ii) affirmatively undertakes to make decisions which he or she reasonably believes are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he or she has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of property within Craig Ranch); and

(iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

(c) The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be owners of property within Craig Ranch).

6.3. Indemnification.

Subject to the limitations of Texas law, the Association shall indemnify, defend, and hold

harmless every officer, director, and committee member for, from, and against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Texas law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association;

(ii) intentional misconduct or knowing violation of the law;

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth by Texas law, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

6.5. Board and Officer Training.

As a Common Expense, the Board shall conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. Such programs may include instruction on applicable Texas corporate and fiduciary law principles, other issues relating to administering community affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected officer and director shall complete a training seminar within the first six months of assuming such position. The seminar may be live, video or audiotape, or in other format.

In a similar manner, the Board may provide or provide for education and training opportunities designed to foster awareness of the Craig Ranch's governance, operations, and concerns. The Board shall conduct or provide for training and information classes designed to educate Parcel Owners of the nomination, election, and voting processes and the duties and responsibilities of directors and officers, as provided in Chapter 3.

Chapter 7
Management and Accounting

7.1. Compensation of Directors and Officers.

The Association shall not compensate directors and officers for acting as such unless Parcel Owners representing a majority of the total votes in the Association approve such compensation at an Association meeting. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2. Right of Founder to Disapprove Actions.

Until termination of the Founder membership, the Founder shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee which, in the Founder's sole judgment, would tend to impair rights of the Founder or Parcel Developers under the Charter or these By-Laws, interfere with development or construction of any portion of Craig Ranch, or diminish the level of services the Association provides.

(a) ***Notice***. The Association shall give the Founder written notice of all meetings and proposed actions approved at Association, Board, or committee meetings (or by written consent in lieu of a meeting). The Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Founder has registered with the Association, which notice complies with the requirements as to Board meetings set forth Section 3.9, and which notice shall, except in the case of regular Board meetings pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) ***Opportunity to be Heard***. At any such meeting, the Association shall give the Founder the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this Section have been met.

The Founder, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Founder, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

The Founder may use this right to disapprove proposed actions but shall not use it to require any action or counteraction of any committee, the Board, or the Association. The Founder shall not use its right to disapprove to reduce the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure

required to comply with applicable laws and regulations.

7.3. Managing Agent.

The Association shall record a management certificate as required by Tex. Prop. Code Section 209.004. The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.15. The Board may employ the Founder or any Founder Affiliate as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest which it may have in any firm providing goods or services to the Association.

7.4. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles; and

(ii) the Association's cash accounts shall not be commingled with any other accounts.

(b) Commencing at the end of the quarter in which the first Parcel is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Parcel Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for review by Parcel Owners within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

(d) The Board shall report in writing to the Parcel Owners any indemnification or advancement of legal expenses to any officer, director, or committee member in accordance with Texas Business Organizations Code Section 8.152, as it may be amended.

7.5. Borrowing.

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Parcel Owner approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

During the Founder Control Period, no Mortgage or lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing at least 51% of the total votes in the Association, in addition to such approval as may be required under the Charter.

7.6. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, within and outside Craig Ranch. The Board shall consent to any common management agreement.

7.7. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

NOTES

Chapter 8
Enforcement Procedures

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice, by certified mail, return receipt requested:

(a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the Association, as applicable:

(b) describing the proposed sanction to be imposed; and

(c) informing the alleged violator and/or Parcel Owner that:

(i) he or she has 30 days after the date of the notice to present a written request for a hearing to the Board or the Covenants Committee (if one has been appointed pursuant to Chapter 5);

(ii) he or she may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. Section 501, *et seq.*), if serving on active military duty;

(iii) attorneys' fees and costs may be charged if the delinquency or violation continues after a certain date; and

(iv) he or she may avoid the proposed sanction by curing the violation within a reasonable cure period stated in the notice if the violation is of a curable nature and does not pose a threat to public health or safety, except that the Association shall have no obligation to provide a cure period if the alleged violator has been given notice of a similar violation within the preceding six months. For purposes of this section: (A) a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident; (B) a violation is considered incurable if the violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action; and (C) the nonrepetition of a one-time violation or other violation that is not ongoing is not considered to have been cured.

If the alleged violator cures the alleged violation and notifies the Board in writing within such 30-day period, no fine may be imposed, except in the case where notice of the same or similar violation has been given to the alleged violator within the preceding six months. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

Prior to the effectiveness of sanctions imposed pursuant to this Chapter, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

8.2. Hearing.

If a hearing is requested within the allotted 30-day period, the hearing shall be held before the Covenants Committee, or if one has not been

appointed, then before the Board in executive session. Either the Board or the alleged violator may request a postponement of up to 10 days, and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Association and the alleged violator. The Board shall notify the alleged violator at least 10 days prior to the hearing of the time, date, and place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (*i.e.*, the Board's or Committee's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the alleged violator within three business days after the hearing.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed unless the violation is cured within the cure period stated in the notice. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

8.3. **Appeal**.

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 10 days after the hearing date.

NOTES

Chapter 9
Miscellaneous

9.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law or the Governing Documents.

9.3. Conflicts.

If there are conflicts among the provisions of Texas law, the Articles of Incorporation, the Charter, and these By-Laws, the provisions of Texas law, the Charter, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

9.4. Books and Records.

(a) ***Inspection by Members and Mortgagees***. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Parcel or Unit, any Parcel Owner, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Parcel or Unit: the Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees, and other records of the Association, to the extent required by Tex. Prop. Code Section 209.005 or other provisions of Texas law. The Board shall provide for such inspection to take place at the Association's office or at such other place within Craig Ranch as the Board shall designate. The Association shall not be required to make available for inspection or copying any records that identify:

(i) a particular Owner's violation history, personal financial information, history of payments or delinquencies in paying amounts due to the Association, or other contact information other than address; or

(ii) information related to an Association employee, including personnel files;

unless the Owner or employee whose records would be disclosed has given his or her prior written approval to release such information or a court orders such records to be released or made available to the requesting Owner or his or her representative.

(b) ***Rules for Inspection***. An Owner or the Owner's authorized representative must submit to the Association a written request for access to inspect or copies of Association records in accordance with the policy adopted by the Board set forth in Exhibit "H" to the Charter. Such policy establishes the charges to be paid and the method of payment by the Owner for compilation, production, and reproduction of the information requested.

(c) ***Inspection by Directors***. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

(d) ***Turnover of Books and Records***. Within 60 days after termination of the Founder Control Period, the Founder shall deliver to the Association all property, books and records of the Association in the Founder's possession.

9.5. Notices.

(a) ***Form of Notice and Method of Delivery.*** Except as otherwise provided in the Charter or these By-Laws or by law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission. It is the responsibility of each Owner to give written notice to the Association of any change in the Owner's mailing address or email address. Where the Governing Documents or applicable law require notice to an Owner or Member, notice given to any co-Owner of a Unit or Parcel shall be deemed notice to all co-Owners of such Unit or Parcel.

(b) ***Delivery Address.*** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to an Owner, at the address, telephone facsimile number, or email address which the Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Parcel or Unit of such Owner;

(ii) if to a Parcel Association, the Parcel Association's board of directors, or a committee of either, at the address, facsimile number, or email address of the principal office of the Parcel Association or its managing agent, or at such other address as the Parcel Association shall designate by notice in writing to the Parcel Owners pursuant to this Section;

(iii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Parcel Owners pursuant to this Section; or

(iv) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder shall designate by notice in writing to the Association pursuant to this Section.

(c) ***Effective Date.*** Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.6. Amendment.

(a) ***By Founder.*** During the Founder Control Period, the Founder may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Parcels and Units; (iv) to satisfy the requirements of any local, state, or federal governmental agency; or

(v) as necessary to clarify or correct technical, typographical or scrivener's errors.

In addition, for so long as the Founder membership exists, the Founder Member may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any material right of any Member.

(b) ***By Members Generally***. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing at least a majority of the total eligible votes in the Association. In addition, until termination of the Founder membership, the consent of the Founder also shall be required for any amendment. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) ***Validity and Effective Date of Amendments***. Any amendment other than an amendment adopted by the Founder during the Founder membership shall be prepared and signed by the President or Vice President and by the Secretary or Treasurer of the Association certifying that the requisite approval was obtained. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of Founder or the assignee of such right or privilege.

NOTES

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Craig Ranch Community Association, a Texas nonprofit corporation;

That the foregoing Amended and Restated By-Laws constitute the current by-laws of said Association, as adopted by the Founder in accordance with Section 9.6(a) of the By-Laws on the 4th day of JUNE, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 4th day of JUNE, 2018.

Sandra D Mayo [SEAL]
Secretary

610601/CA Docs/A&R By-Laws-053018-jlb

COVENANTS, CONDITIONS
&
RESTRICTIONS

20180604000683380 06/04/2018 02:45:52 PM MJ 1/307

Upon recording, please return to:
Craig Ranch Community Association
7850 Collin McKinney Parkway, Suite 302
McKinney, Texas 75070

Cross-Reference:
Community Charter at
Doc. No. 2004-0034616

AMENDED AND RESTATED COMMUNITY CHARTER FOR CRAIG RANCH AND AMENDED AND RESTATED BY-LAWS OF CRAIG RANCH COMMUNITY ASSOCIATION

THIS AMENDED AND RESTATED COMMUNITY CHARTER FOR CRAIG RANCH (the "**Amended and Restated Charter**") and the AMENDED AND RESTATED BY-LAWS OF CRAIG RANCH COMMUNITY ASSOCIATION (the "**Amended and Restated By-Laws**") are made on the date set forth below by VCIM Partners, L.P., a Texas limited partnership (the "**Founder**").

WITNESSETH:

WHEREAS, that certain Community Charter for Craig Ranch was recorded on March 12, 2004 in the Official Public Records of Collin County, Texas as Document No. 2004-0034616 in Volume 5625, Page 01378, *et seq.* (the "**Original Charter**"); and

WHEREAS, the Original Charter has been amended by the documents listed below and recorded in the Official Public Records of Collin County, Texas as follows (collectively, the "**Amendments**"):

Amendment	Date	Recording Location
First Amendment to the Community Charter	12/27/2005	2005-0180385
Second Amendment to the Community Charter	05/18/2006	20060518000675200
Third Amendment to Community Charter	07/07/2006	20060707000935450
Fourth Amendment to the Community Charter	08/20/2008	20080820001014910
Fifth Amendment to the Community Charter	03/17/2009	20090317000304440
Sixth Amendment to the Community Charter	01/20/2010	20100120000062750

Amendment	Date	Recording Location
Seventh Amendment to the Community Charter	02/08/2010	20100208000130500
Eighth Amendment to the Community Charter	07/06/2010	20100706000689600
Amendment to the Eighth Amendment to the Community Charter	08/27/2010	20100827000903760
Ninth Amendment to the Community Charter	07/28/2010	20100728000772120
Tenth Amendment to the Community Charter	08/05/2011	20110805000827960
Eleventh Amendment to the Community Charter	05/22/2013	20130522000701030
Twelfth Amendment to the Community Charter	11/12/2013	20131112001530860
Correction & Clarification Amendment to the Community Charter	12/20/2017	20171220001677510

WHEREAS, the Original Charter, as amended by the Amendments, has also been supplemented and modified by the documents listed below and recorded in the Official Public Records of Collin County, Texas, as follows (collectively, the "**Supplements**"), which submitted additional property to the Original Charter, withdrew property from the coverage of the Original Charter, and/or created certain exceptions or restrictions applicable to the property described in the Supplement:

Supplement	Date	Recording Info.
Supplement to Community Charter	12/02/2004	Vol. 5807, Pg. 04389 2004-0173104
First Supplement to the Community Charter	10/03/2005	Vol. 6015, Pg. 05871 2005-0139445
Supplement to the Community Charter	01/30/2006	20060130000121020
Second Supplement to the Community Charter	04/05/2006	20060405000442050
Third Supplement to the Community Charter, as corrected and rerecorded	07/06/2006 01/18/2007	20060706000928390 20070118000073370
Fourth Supplement to the Community Charter	12/27/2007	20071227001705990
Fifth Supplement to the Community Charter	05/05/2008	20080505000536730
Declaration of Withdrawal of the Crape Myrtle Addition from the Terms and Conditions of the Community Charter	11/21/2008	20081121001353820
Sixth Supplement to the Community Charter	05/22/2013	20130522000701040
Seventh Supplement to the Community Charter	05/22/2013	20130522000701050
Eighth Supplement to the Community Charter	02/21/2014	20140221000163020
Ninth Supplement to the Community Charter	03/07/2018	20180307000282430

WHEREAS, pursuant to the powers set forth in the Original Charter, as modified by the Amendments and Supplements, additional design guidelines, rules, regulations and policies governing the planned development known as Craig Ranch have been adopted and recorded in the Official Public Records

of Collin County, Texas, as set forth in the following table (collectively, the "**Additional Dedicatory Instruments**") in order to comply with Section 202.006 of the Texas Property Code:

Additional Dedicatory Instrument	Date	Recording Location
Notice of Base Assessments	08/24/2005	2005-0118167 Vol. 5988, Pg 02884
Notice of Community Enhancement Fee	08/24/2005	2005-0118168
Amended and Restated Notice of Base Assessments	09/23/2005	2005-0134514 Vol. 6009, Pg. 01225
Certificate and Memorandum of Recording of Association Documents	12/28/2005	Vol. 6073, Pg. 00194 2005-0180700
First Supplemental Certificate and Memorandum of Recording of Association Documents	01/20/2006	20060120000086090
Second Supplemental Certificate and Memorandum of Recording of Association Documents	03/24/2006	20060324000386870
Third Supplemental Certificate and Memorandum of Recording of Association Documents	05/08/2006	20060508000620030
Fourth Supplemental Certificate and Memorandum of Recording of Association Documents	10/22/2007	20071022001446020
Fifth Supplemental Certificate and Memorandum of Recording of Association Documents	08/20/2008	20080820001014900
Sixth Supplemental Certificate and Memorandum of Recording of Association Documents	11/22/2010	20101122001275920
Seventh Supplemental Certificate and Memorandum of Recording of Association Documents	01/13/2011	20110113000054930
Eighth Supplemental Certificate and Memorandum of Recording of Association Documents	08/26/2011	20110826000906000
Ninth Supplemental Certificate and Memorandum of Recording of Association Documents	12/19/2011	20111219001365240
Tenth Supplemental Certificate and Memorandum of Recording of Association Documents	02/10/2012	20120210000153350
Eleventh Supplemental Certificate and Memorandum of Recording of Association Documents	08/15/2013	20130815001157920
Twelfth Supplemental Certificate and Memorandum of Recording of Association Documents	10/09/2013	20131009001404280
Thirteenth Supplemental Certificate and Memorandum of Recording of Association Documents	05/05/2016	20160505000550160
Fourteenth Supplemental Certificate and Memorandum of Recording of Association Documents	04/06/2017	20170406000439000
Fifteenth Supplemental Certificate and Memorandum of Recording of Association Documents	10/02/2017	20171002001308980

WHEREAS, the additional documents listed below (collectively, the "**Service Area Documents**") have been recorded in the Official Public Records of Collin County, Texas and created additional covenants, restrictions, rules or regulations related only to specific property within Craig Ranch:

Service Area Document	Date	Recording Info.
Hemingway at Craig Ranch		
Declaration of Covenants, Conditions & Restrictions for Hemingway at Craig Ranch	09/28/2005	2005-0137030340
Supplemental Declaration of Covenants, Conditions & Restrictions for Hemingway at Craig Ranch	10/24/2005	2005-0149547
Restrictive Covenant Agreement	07/23/2012	20120723000890800
Craig Ranch North		
Supplemental Declaration of Covenants, Conditions & Restrictions for Craig Ranch North	04/05/2006	20060405000443490
The Estates at Craig Ranch		
Declaration of Covenants, Conditions & Restrictions for The Estates at Craig Ranch	04/13/2006	20060413000495520
Certificate and Memorandum of Recording of Association Documents for The Estates at Craig Ranch	06/26/2006	20060626000876010
First Supplemental Certificate and Memorandum of Recording of Association Documents for The Estates at Craig Ranch	07/25/2006	20060725001047470
First Amendment to the Declaration of Covenants, Conditions & Restrictions for The Estates at Craig Ranch	10/09/2007	20071009001391170
Correction First Amendment to the Declaration of Covenants, Conditions & Restrictions for The Estates at Craig Ranch	10/31/2007	20071031001485440
Second Supplemental Certificate and Memorandum of Recording of Association Documents for The Estates at Craig Ranch	02/08/2010	20100208000130490
Settlement Townhomes at Craig Ranch		
Declaration of Covenants, Conditions & Restrictions for Settlement Townhomes at Craig Ranch	05/08/2006	20060508000620020
First Amendment to the Declaration of Covenants, Conditions & Restrictions for Settlement Townhomes	11/30/2011	20111130001289180
The Chateaus of the Settlement at Craig Ranch		
Declaration of Covenants, Conditions & Restrictions for The Chateaus of the Settlement at Craig Ranch	11/30/2011	20111130001289190

Service Area Document	Date	Recording Info.
The Trails at Craig Ranch		
The Trails at Craig Ranch Design Guidelines Resolution	04/17/2015	20150417000435940
Supplemental Declaration of Covenants, Conditions & Restrictions for The Trails at Craig Ranch	01/28/2016	20160128000099780
Spicewood at Craig Ranch		
Supplemental Declaration of Covenants, Conditions & Restrictions for Spicewood at Craig Ranch	11/17/2015	20151117001446740
Southern Hills at Craig Ranch		
Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch	06/24/2016	20160624000800520
The Grove at Craig Ranch		
Supplemental Declaration of Covenants, Conditions & Restrictions for The Grove at Craig Ranch	02/28/2017	20170228000261570
Watters Branch at Craig Ranch		
Supplemental Declaration of Covenants, Conditions & Restrictions for Watters Branch at Craig Ranch	07/20/2017	20170720000957210

WHEREAS, for convenience and ease of use, the Founder desires to consolidate the Original Charter and all prior Amendments and Additional Dedicatory Instruments (but not Supplements or Service Area Documents) into a single document; and

WHEREAS, the Founder also desires to further amend the Original Charter, as modified by the Amendments (the "**Existing Charter**"), to conform to changes in the law and for other purposes; and

WHEREAS, in accordance Section 23.2(a) of the Existing Charter, during the "**Development and Sale Period**," the Founder may unilaterally amend the Existing Charter for any purpose, provided the amendment has no material adverse effect upon the rights of more than 2% of the "**Parcel Owners**" (as such capitalized terms are defined in the Existing Charter); and

WHEREAS, the Development and Sale Period has not yet expired, and this Amended and Restated Charter does not have a material adverse effect upon the rights of more than 2% of the Parcel Owners; and

WHEREAS, the By-Laws of Craig Ranch Community Association were recorded as Exhibit "D" to the Original Charter, and amended by that First Amendment to the By-Laws of Craig Ranch Association attached to the Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Craig Ranch Community Association recorded on March 24, 2006 in the Official Public Records of Collin County, Texas as Document No. 20060324000386870 (as amended, the "**By-Laws**"); and

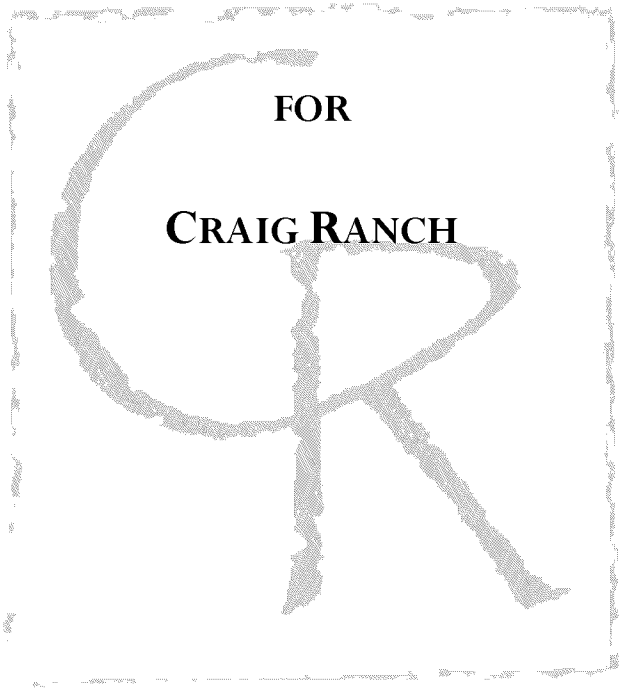
WHEREAS, in accordance with Section 9.6(a) of the By-Laws, during the "**Founder Membership**," the Founder, as the Founder Member, may unilaterally amend the By-Laws for any purpose, provided the amendment has no material adverse effect upon any material right of any "**Member**" (as such capitalized terms are defined in the By-Laws); and

WHEREAS, the Founder Membership has not expired, and the Founder has amended and restated the By-Laws to conform to changes in the law and for other purposes which do not have a material adverse effect upon any material right of any Member, as set forth in the Amended and Restated By-Laws attached as Exhibit "D" to this Amended and Restated Charter;

NOW, THEREFORE, except as otherwise specifically provided in this Amended and Restated Charter, the Original Charter, including all exhibits thereto, and all Amendments and Additional Dedicatory Instruments are hereby amended, restated, superseded and replaced by this Amended and Restated Charter and the exhibits attached hereto. However, this Amended and Restated Charter does not amend, restate, incorporate, or supersede the Supplements or Service Area Documents, each of which is intended to remain in full force and effect as they exist on the date of recording of this Amended and Restated Charter, except that any reference in any Supplement or Service Area Document to the document described herein as the Original Charter, or to any Amendment or Additional Dedicatory Instrument, shall be deemed amended to refer to the corresponding provision of this Amended and Restated Charter.

610601/CA Docs/A&R Charter Cover-053018-jlb

AMENDED AND RESTATED COMMUNITY CHARTER



FOR

CRAIG RANCH

HYATT & STUBBLEFIELD, P.C.
Attorneys and Counselors
1200 Peachtree Center Harris Tower
233 Peachtree Street, N.E.
Atlanta, Georgia 30303

TABLE OF CONTENTS

PAGE

INDEX TO DEFINED TERMS VI

PREAMBLE 1

DECLARATION OF COVENANT 1

PART ONE: INTRODUCTION TO THE COMMUNITY 2

Chapter 1 Understanding Craig Ranch 3

1.1. Participation 3
1.2. A Pledge 3
1.3. Expectations 3

Chapter 2 Governing Documents 5

2.1. Scope and Applicability 5
2.2. Additional Covenants 5
2.3. Conflicts 6
2.4. Definitions 6
2.5. Interpretation of Certain References 6

Chapter 3 Community Administration 8

3.1. The Founder 8
3.2. The Association 9
3.3. The Board 9
3.4. Owners and Parcel Owners 9
3.5. Parcel Developers 9
3.6. Parcel Associations 10
3.7. Mortgagees 10

Chapter 4 Community Structure and Organization 11

4.1. Designations of Properties Comprising the Community 11
4.2. Election Districts 12
4.3. Service Areas 12
4.4. City Property 12

Chapter 5 Association Membership and Voting Rights 13

5.1. Membership 13
5.2. Voting 13

PART TWO: COMMUNITY STANDARDS 15

Chapter 6 Architecture, Landscaping, and Aesthetic Standards 16

6.1. General 16
6.2. Design Review Authority 16
6.3. Guidelines and Procedures 17
6.4. No Waiver of Future Approvals 19
6.5. Variances 20
6.6. Limitation of Liability 20

TABLE OF CONTENTS

(Continued)

PAGE

6.7. Certificate of Compliance....20

Chapter 7 Maintenance, Repair, and Replacement....21

7.1. Maintenance by Owners....21
7.2. Maintenance by Parcel Associations....21
7.3. Maintenance by the Association....21
7.4. Responsibility for Repair and Replacement....21
7.5. Maintenance and Repair of Party Walls and Similar Structures....22

Chapter 8 Use and Conduct....23

8.1. Use, Occupancy, and Transfer....23
8.2. Rulemaking Authority and Procedures....27
8.3. Protection of Owners and Others....28
8.4. Owners' Acknowledgment and Notice to Purchasers....29

Chapter 9 Compliance and Enforcement....30

9.1. Compliance....30
9.2. Remedies for Non-Compliance....30
9.3. Board Decision to Pursue Enforcement Action....32
9.4. Attorneys' Fees and Costs....32
9.5. Enforcement of Ordinances....32

PART THREE: ASSOCIATION OPERATIONS....33

Chapter 10 Tools for Community Achievement....34

10.1. Lifestyle Director....34
10.2. Community Education and Training....34
10.3. Volunteerism and Charter Clubs....35
10.4. Education as an Amenity....36

Chapter 11 Property Management....37

11.1. Acceptance and Control of Association Property....37
11.2. Maintenance of Area of Common Responsibility....37
11.3. Discontinuation of Operation....38
11.4. Restoring Damaged Improvements....38
11.5. Relationships with Other Properties....39

Chapter 12 Provision of Services....40

12.1. Provision of Services to Parcels....40
12.2. Provision of Services to Service Areas....40
12.3. Community Technology....41

Chapter 13 Association Insurance....42

13.1. Required Coverages....42
13.2. Deductibles....43
13.3. Policy Requirements....43
13.4. Insurance Premiums....44

TABLE OF CONTENTS

(Continued)

PAGE

Chapter 14 Association Finances 45

14.1. Association Expenses 45
14.2. Budgeting for and Allocating Association Expenses 45
14.3. Special Assessments 47
14.4. Specific Assessments 47
14.5. Authority to Assess Owners; Time of Payment 48
14.6. Obligation for Assessments 48
14.7. Lien for Assessments 49
14.8. Exempt Property 50
14.9. Use and Consumption Fees 51
14.10. Community Enhancement Fee 51

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY 53

Chapter 15 Easements 54

15.1. Easements in Common Area 54
15.2. Easements of Encroachment 55
15.3. Easements for Utilities and Other Infrastructure 55
15.4. Easements to Serve Additional Property 55
15.5. Easements for Maintenance, Emergency, and Enforcement 56
15.6. Easements for Lake and Pond Maintenance and Flood Water 56
15.7. Easements for Golf Course 57
15.8. Easements for Access to Cemetery 57

Chapter 16 Private Amenities 58

16.1. General 58
16.2. Conveyance of Private Amenities 58
16.3. Rights of Access and Parking 58
16.4. Cost Sharing 59
16.5. Design Control 59
16.6. Limitations on Amendments 59
16.7. Jurisdiction and Cooperation 59

Chapter 17 Disclosures and Waivers 60

17.1. Facilities and Services Open to the Public 60
17.2. Safety and Security 60
17.3. Changes in Master Plan 60
17.4. View Impairment 61
17.5. Notices and Disclaimers as to Community Systems 61
17.6. Entertainment Districts 61
17.7. Assumption of Risk and Indemnification 61

Chapter 18 Rights of Lenders 63

18.1. Notices of Action 63
18.2. Special Freddie Mac Provisions 63
18.3. Other Provisions for First Lien Holders 64

TABLE OF CONTENTS

(Continued)

PAGE

18.4. Amendments to Documents 64
18.5. No Priority 65
18.6. Notice to Association 65
18.7. Failure of Mortgagee to Respond 65
18.8. Construction of Chapter 18 65
18.9. Amendment by Board 65

PART FIVE: COMMUNITY DEVELOPMENT 66

Chapter 19 Expansion of the Community 67

19.1. Expansion by Founder 67
19.2. Expansion by the Association 67
19.3. Additional Covenants and Easements 67
19.4. Effect of Filing a Supplement 68

Chapter 20 Additional Rights Reserved to the Founder 69

20.1. Withdrawal of Property 69
20.2. Marketing and Sales Activities 69
20.3. Right to Make Improvements, Replat 69
20.4. Right to Approve Changes in Craig Ranch Standards 69
20.5. Additional Covenants and Restrictions 69
20.6. Exclusive Rights to Use Name of Development 70
20.7. Community Systems 70
20.8. Easement to Inspect and Right to Correct 70
20.9. Right to Notice of Design or Construction Claims 70
20.10. Right to Transfer or Assign the Founder's Rights 71
20.11. Termination of Rights 71

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS 72

Chapter 21 Dispute Resolution and Limitation on Litigation 73

21.1. Agreement to Encourage Resolution of Disputes Without Litigation 73
21.2. Dispute Resolution Procedures 74
21.3. Initiation of Litigation by Association 75

Chapter 22 Changes in the Common Area 76

22.1. Assignment and Reassignment of Limited Common Area 76
22.2. Condemnation 76
22.3. Partition 76
22.4. Transfer or Dedication of Common Area 77

Chapter 23 Termination and Amendment of Community Charter 78

23.1. Term and Termination 78
23.2. Amendment 78

TABLE OF EXHIBITS

Exhibit	Title	Page First Mentioned
A	Initial Property	1
B	Expansion Property	8
C	Rules	5
D	Amended and Restated By-Laws of Craig Ranch Community Association	5
E	Formula for Allocating Liability for Assessments and Votes Among Units; Notice of Base Assessments and Notice of Community Enhancement Fee	13
F	Maintenance & Design Guidelines	5
G	Exceptions	12
H	Additional Dedicatory Instruments	28

INDEX TO DEFINED TERMS

Approval, 6
Area of Common Responsibility, 12
Articles of Incorporation, 5
Association, 1
Base Assessments, 46
Board, 8
Bound Parties, 73
Buffer Areas, 32
Builder Qualification Guidelines, 16
By-Laws, 5
Charter, 1
City Property, 12
Claim, 73
Claimant, 74
Common Area, 11
Common Expenses, 45
Community, 1
Community Systems, 41
Community-Wide Standard, 6
Consent, 6
Design Guidelines, 5
Design Review Committee or DRC, 17
Development and Sale Period, 8
Discretion, 6
Election Districts, 12
Eligible Holder, 63
Entertainment District, 61
Equivalent Units, 13
Fannie Mae, 43
Founder, 1
Founder Affiliate, 8
Founder Control Period, 8
Founder Membership, 13
Freddie Mac, 43
Governing Documents, 5
Home Business Neighborhood, 23
Improvements, 16
Lease and Leasing, 24
Lifestyle Director, 34
Limited Common Area, 11
Maintenance, 7
Master Plan, 8
Member, 13
Mortgage, 10
Mortgagee, 10
Non-Residential Parcel, 11
Non-Residential Unit, 11
Notice, 74
Owner, 9
Owner Membership, 13
Parcel, 11
Parcel Association, 10
Parcel Developers, 9
Parcel Owner, 9
Person, 7
Private Amenities, 58
Recorded, 7
Resale Certificate, 24
Residential Parcel, 11
Residential Unit, 11
Respondent, 74
Reviewer, 17
Rules, 5
Service Area Assessment, 46
Service Area Committee, 12
Service Area Expenses, 45
Service Areas, 12
Special Assessments, 47
Specific Assessments, 47
Supplement, 5
TPC Golf Course, 58
Unit, 11

AMENDED AND RESTATED COMMUNITY CHARTER
FOR
CRAIG RANCH

PREAMBLE

This Amended and Restated Community Charter for Craig Ranch (as it may be amended and supplemented from time to time, the "**Charter**") establishes a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance, and preservation of Craig Ranch, a mixed-use master planned community. An integral part of that governance structure is the formation of Craig Ranch Community Association (the "**Association**"), a Texas nonprofit corporation serving as the "property owners' association" defined in Section 202.001(2) of the Texas Property Code, which has been formed to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Charter and the other Governing Documents referenced in this Charter. All Craig Ranch parcel owners are members of Craig Ranch Community Association. Various areas within Craig Ranch are governed by separate subassociations, and owners of property within each subdivision are subject to the terms of this Charter in addition to any subassociation documents.

DECLARATION OF COVENANT

VCIM Partners, L.P., a Texas limited partnership, its successors and assigns (the "**Founder**"), by executing and recording this Charter, declares that the property described in Exhibit "A," and any additional property made subject to this Charter in the future by amendment or supplement, shall constitute the "**Community**" or "**Craig Ranch**," as referred to in this Charter. This Charter shall run with the title to such property, shall govern the development and use of such property, and shall be binding upon the Founder and the future owners of any portion of the property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property. This Charter shall also be binding upon Craig Ranch Community Association, its successors and assigns.

PART ONE: INTRODUCTION TO THE COMMUNITY

To accomplish great things, we must not only act, but also dream; not only plan, but also believe.

Anatole France

Chapter 1
Understanding Craig Ranch

Truly great communities have a physical identity and a pride in that place; the community's stakeholders have a positive feeling of belonging and accomplishment in its activities. But words alone can never make community, and a community is only as good as the people who live and work there make it. Therefore, this Charter creates a vehicle, a process through which you and other stakeholders can build community in Craig Ranch. Each person choosing to live or work in Craig Ranch understands the various components that comprise the community and acknowledges the necessity to respect the diversity of perspective of other residents and Owners, the Founder, and the Parcel Developers, and the important role each must play the Craig Ranch's success.

Through the procedures established in this Charter, there is an administrative structure with the authority and responsibility to initiate programs, activities, and services and to respond to individual and collective creativity and interests.

1.1. Participation

An essential component of building a sense of community involves listening to and appreciating input from all those interested in the community, whether Owners, residents, Parcel Developers, Mortgagees, or the Founder. This Charter creates opportunities for everyone to build and sustain a sense of community.

1.2. A Pledge

The Association and the Founder pledge to work to do the following:

- insure an inclusive environment
- provide an orderly, regular, and informative communication system
- provide all interested parties a voice in community matters and an opportunity to communicate with the Association
- respect the value of each individual as well as the value and the importance of the community
- appreciate diversity of thought and of people
- establish traditions that will engender pride in the community
- foster a sense of belonging
- motivate Owners and residents to participate by offering a variety of life-enriching opportunities
- provide meaningful opportunities to connect with the greater community
- make a significant contribution to the quality of life within Craig Ranch

1.3. Expectations

There are only four expectations, but they are vital if there is to be community. They are that in all dealings among and between parties interested in Craig Ranch, everyone

- be informed
- act with civility
- communicate constructively
- strive to make a contribution to the community

Then there will be community.

You Are the Community

The Founder and the Association cannot create community in Craig Ranch; only you and your neighbors can accomplish this goal. This document and the processes and powers it creates are intended to enhance your ability to fashion the community you desire. You can be as active or as inactive in that process as you desire, but ultimately you will have the community that you and your neighbors create. The Founder wants Craig Ranch to be a special place and hopes that you do so as well.

Chapter 2
Governing Documents

A community is guided and governed by certain principles that each owner and resident, by choosing to own property or reside in the community, agree to uphold. Those principles are set forth in the community's governing documents, which serve as a tie that binds the community together, give it structure, and provide guidance to all who participate in its growth and evolution.

2.1. Scope and Applicability

The Community has been established and is administered pursuant to various documents that have a legal and binding effect on all owners and occupants of property in the Community, as well as on anyone else that may now or in the future have an interest in any portion of the property comprising the Community. Such documents, referred to in this Charter as the "**Governing Documents**," include this Charter and the other documents described in Table 2.1, each as it may be amended or supplemented from time to time. All owners and occupants, as well as their tenants, guests, and invitees, are required to comply with the Governing Documents.

2.2. Additional Covenants

The owner of any property within the Community may impose additional covenants on its

GOVERNING DOCUMENTS	
Charter: (recorded)	this Amended and Restated Community Charter for Craig Ranch, which creates obligations that are binding upon the Association and all present and future owners of property in Craig Ranch
Supplement: (recorded)	a recorded Supplement to this Charter, which may submit additional property to this Charter, create easements over the property described in the Supplement, impose additional obligations or restrictions on such property, designate special areas as described in Chapter 4, or any of the foregoing
Articles of Incorporation: (filed with the Texas Secretary of State)	the Articles of Incorporation of Craig Ranch Community Association, which establishes the Association as a nonprofit corporation under Texas law
By-Laws: (attached as Exhibit "D")	the Amended and Restated By-Laws of Craig Ranch Community Association, which govern the Association's internal affairs, such as voting, elections, meetings, etc.
Design Guidelines: (Founder adopts; attached as Exhibit "F")	the design standards and architectural and aesthetics guidelines adopted pursuant to Chapter 6, which govern new construction and modifications to Units, including structures, landscaping, and other items on Units
Rules: (initial set attached as Exhibit "C")	the rules of the Association adopted pursuant to Chapter 8, which regulate use of property, activities, and conduct within Craig Ranch
Board Resolutions: (Board adopts)	the resolutions which the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of property which the Association owns or controls

Table 2.1 Governing Documents

property with such approval as may be required pursuant to Chapter 20. If the provisions of any such additional covenants are more restrictive than the provisions of this Charter, the more restrictive provisions control. The Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

2.3. Conflicts

If there are conflicts between any of the Governing Documents and Texas law, Texas law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter, the Articles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control.

The Governing Documents use diagrams, tables, and keynotes (text set apart in boxes with "key" icons) to illustrate concepts and assist the reader. If there is an inconsistency or conflict between the text of the Governing Documents and any diagram, table, or keynote, the text shall control.

Space has been set aside throughout this Charter to allow the reader to make notes. Any such notes are not part of this Charter and have no legal or binding effect.

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

2.4. Definitions

The defined terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms may be found following the Table of Contents. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

2.5. Interpretation of Certain References

Community-Wide Standard. Where the Governing Documents require compliance with the "**Community-Wide Standard**," the standard to be applied is the highest of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Community; or (b) the minimum standards described in this Charter, the Design Guidelines, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or the Reviewer (as defined in Chapter 6) discretion. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as Craig Ranch matures.

Consent or Approval. All references in the Governing Documents to "**consent**" or "**approval**" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, anyone authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Maintenance. All references in this Charter to "**maintenance**" shall refer to maintenance, repair, and replacement.

Person. References in the Governing Documents to a "**Person**" or "**Persons**" shall refer to an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

Recording. All references in the Governing Documents to a "**recorded**" legal instrument, or to "**recordation**" or the "**recording**" of a legal instrument, shall refer to an instrument filed or the filing of a legal instrument in the official records of Collin County, or such other place designated as the official location for filing documents affecting title to real estate in Collin County in order to make them a matter of public record.

A few strong instincts and a few plain rules suffice us. Ralph Waldo Emerson

NOTES

Chapter 3
Community Administration

Vibrant communities depend upon community members working together to uphold community standards and achieve the vision and goals for the community. The Founder, the Association, the owners, the parcel developers, and others have a role in the functioning of the community and in helping to fulfill that vision. This chapter identifies those parties and describes their roles in administering the Community.

3.1. The Founder

The Founder has established the vision for Craig Ranch and, through the Governing Documents, has set forth the founding principles that will guide the Community during the initial period of development and sale and thereafter. The Founder's proposed plan for development of the Community is described in the land use plan(s) for Craig Ranch approved by the City of McKinney, Texas, as may be supplemented and amended, which encompass(es) all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B" (the "**Master Plan**"). However, the Founder is not obligated to submit property shown on the Master Plan to this Charter. In addition, the Founder may submit property to this Charter that is not shown on the Master Plan.

The Founder has reserved various rights in the Governing Documents with respect to development and administration of the Community. The Founder may exercise certain of these rights throughout the "**Development and Sale Period**," which is the period of time during which the Founder or any "Founder Affiliate" owns real property in the Community or has an unexpired option to expand the Community pursuant to Chapter 19. A "**Founder Affiliate**" is any Person that controls, is controlled by, or is under common control with the Founder, and any Person that is an owner, a member, a partner, or a shareholder of the Founder.

The Founder has reserved other rights that may be exercised only during the "**Founder Control Period**," which is the period of time that the Founder is entitled to appoint a majority of the members of the Association's board of directors ("**Board**"). The Founder Control Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

(a) when 75% of the total number of Units within each and every Parcel containing Units permitted under the Master Plan have been conveyed to persons other than Parcel Developers (as defined in Section 3.5) holding title for purposes of construction and resale and when the development of all other Parcels permitted by applicable zoning for the property described in the Master Plan is substantially complete and such Parcels have are being used for their intended purposes, as determined in the Founder's discretion;

(b) December 31, 2034; or

(c) when, in its discretion, the Founder so determines and declares in a recorded instrument.

The Founder has certain approval rights for a limited period as provided in the By-Laws after the termination of the Founder Control Period.

The Founder may assign its status and rights as the Founder under the Governing Documents to any Person who takes title to any portion of the property described in Exhibit "A" or "B" for the purpose of development and/or sale. Such assignment shall be made only in a recorded instrument signed by both parties.

3.2. The Association

The Founder has established the Association as the primary entity responsible for administering Craig Ranch in accordance with the Governing Documents. The Association may exercise all rights and powers which the Governing Documents and Texas law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

3.3. The Board

On most matters, the Association acts through the Board. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of the Association's members. Unless the Governing Documents or Texas law specifically provide otherwise, the Board may exercise the Association's rights and powers without a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, as defined in Section 4.1, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances) and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards set forth in the By-Laws.

3.4. Owners and Parcel Owners

Each Person that holds record title to a Parcel or Unit (as such terms are defined in Section 4.1) is an "**Owner**." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If property is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If property has more than one Owner, all co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

The Owner of a Parcel is sometimes referred to as a "**Parcel Owner**"; provided, in the case of a Parcel which is governed by a Parcel Association, the Parcel Association, and not the Owners of Units within the Parcel, shall be deemed the Parcel Owner for all purposes under this Charter.

Every Owner and each Parcel Association has a responsibility to comply with the Governing Documents and uphold the community standards described in Part Two of this Charter. Each Parcel Owner also has an opportunity to participate in the administration of the Community through membership in the Association and through service to the Community in various committee and leadership roles, as described in Chapters 4 and 5 and in the By-Laws.

3.5. Parcel Developers

Much of the responsibility and credit for helping to create Craig Ranch rests with the "**Parcel Developers**" -- those Persons who purchase unimproved Parcels within Craig Ranch for further subdivision or development and resale in the ordinary course of their business. The Parcel Developers have the same privileges and responsibilities as Owners during the time that they own any portion of a Parcel for construction and

NOTES

resale, including the privileges of membership in the Association. In addition, the Founder may extend any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community to such Parcel Developers as it may designate.

3.6. Parcel Associations

Portions of the Community will be organized under separate owners associations, formed to administer additional covenants applicable to that particular area (each, a "**Parcel Association**").

Any Parcel Association shall be responsible for administering the additional covenants applicable to the property within its jurisdiction and for maintaining, in accordance with the Community-Wide Standard, any property which it owns or which its covenants designate as being for the common benefit of its members.

Each Parcel Association shall be a member of the Association and subject to the terms of this Charter.

3.7. Mortgagees

If a Parcel or a Unit is made subject to a mortgage or other form of security instrument affecting title to a Parcel or Unit ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 18.

A community is like a ship; everyone ought to be prepared to take the helm. Henrik Ibsen

Chapter 4
Community Structure and Organization

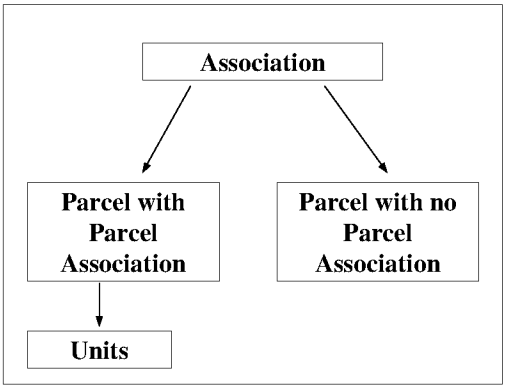
The Community consists of parcels of property, referred to as Parcels or Units, which are intended for the exclusive use of the Owner and other occupants of such property, as well as property that is intended for common use. Parcels and Units may be assigned to Service Areas to permit the Association to provide special services and benefits to particular areas of the Community.

4.1. Designations of Properties Comprising the Community

Parcels. A "**Parcel**" is a portion of Craig Ranch, whether improved or unimproved, which (i) may be independently owned and conveyed and is intended for residential or non-residential use consistent with the Master Plan, or (ii) is comprised of Units (as described below) governed by a Parcel Association, but excluding the Common Area, the common area or common property of any Parcel Association, and any individual Unit. With respect to any portion of Craig Ranch which is governed by a Parcel Association, the term Parcel shall not refer to a particular Unit, but shall refer collectively to all Units and the common area or common property subject to such Parcel Association. A Parcel may be comprised of contiguous or non-contiguous real property, including airspace. The term Parcel shall refer to the land, if any, which is part of the Parcel as well as any improvements thereon.

Units. A "**Unit**" is a subdivided lot or condominium unit located within a Parcel which is governed by a Parcel Association.

A Parcel or Unit intended for development, use, and occupancy as an attached or detached single family residence is sometimes referred to as a "**Residential Parcel**" or a "**Residential Unit**," as applicable. A Parcel or Unit that the Founder approves for any non-residential purpose (*e.g.*, a Unit reserved for retail, office, or other commercial uses) or which is designated on the Master Plan for non-residential purposes, is sometimes referred to as a "**Non-Residential Parcel**" or a "**Non-Residential Unit**," as applicable. Except as otherwise provided herein, a Parcel intended or used for multi-family apartments shall be deemed a Non-Residential Parcel for purposes of this Charter.



Common Area. Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Parcel is referred to as "**Common Area**." The Common Area also includes any property that the Association holds under a lease and any easements in favor of the Association.

Limited Common Area. Certain portions of the Common Area may be designated as "**Limited Common Area**" and assigned for the exclusive use or primary benefit of less than all Units or Parcels. Limited Common Areas might include such things as entry features, recreational facilities, lakes, and landscaped medians and cul-de-sacs, among other things.

The Founder may designate property as Limited Common Area and assign it to particular Units or Parcels on the recorded plat depicting such property, in the deed conveying such property to the Association, or in a Supplement.

During the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Units.

Area of Common Responsibility. All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "**Area of Common Responsibility**," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include Parcels or Units or portions of Parcels or Units and property dedicated to the public, such as public rights-of-way. The initial Area of Common Responsibility is described in Chapter 11.

4.2. Election Districts

For the purpose of electing directors to the Board, the Community is organized into "**Election Districts**," consisting of one or more Parcels. The By-Laws set forth the method of establishing and revising Election Districts and electing directors. The number of Election Districts shall not exceed the total number of directors on the Board. The purpose of Election Districts is to provide for representation on the Board by groups with potentially dissimilar interests and to avoid a situation in which particular groups are able to elect the entire Board due to the number of votes they represent.

4.3. Service Areas

Except as otherwise provided in any Supplement or Exhibit "G," Parcels may also be part of one or more "**Service Areas**" in which the Parcels share Limited Common Areas or receive special benefits or services from the Association that it does not provide to all Parcels within the Community. A Parcel may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Parcels that are not contiguous.

The Founder may initially designate Service Areas (by name or other identifying designation) and assign Parcels to a particular Service Area either in Exhibit "A" or in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend this Charter or any Supplement to change Service Area boundaries.

In addition, the Board may, by resolution, designate Service Areas and assign Parcels to them upon petition of Parcel Owners of at least 67% of the Parcels affected by the proposed designation pursuant to Section 12.2.

The Parcel Owners of Parcels within each Service Area may elect a "**Service Area Committee**" in accordance with the By-Laws to represent and act on behalf of the Parcel Owners with respect to the services and benefits that the Association provides to the Service Area. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

4.4. City Property

The property described in Exhibit "G-1" attached hereto (the "**City Property**"), shall be exempt from all of the covenants, conditions, liens, easements, charges, including, but not limited to, any common area costs or charges to any commercial property owner's association, and any responsibility or obligation contained in or set forth within this Charter, but only so long as the City of McKinney, Texas, owns record title to the City Property. When and if the City of McKinney transfers or conveys its interest in the City Property to any third party, the exemption set forth in this Section 4.4 and Exhibit "G-1" shall become null and void, and the City Property shall thereupon become subject to the Charter and all amendments thereto.

Chapter 5
Association Membership and Voting Rights

The Association is an entity through which each Parcel Owner can participate in the governance and administration of Craig Ranch. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Owners allow the Owners to participate in administration of the Community and influence the outcome of major decisions.

5.1. Membership

The Association initially has two classes of membership: the Owner membership, which is comprised of all Parcel Owners and the Founder membership, which consists solely of the Founder.

(a) ***Owner Membership***. Every Parcel Owner is automatically a "**Member**" of the Association. In the case of a Parcel which is subject to a Parcel Association, the Parcel Association shall be the Member of the Association with respect to such Parcel. Individual Unit Owners are not members of the Association.

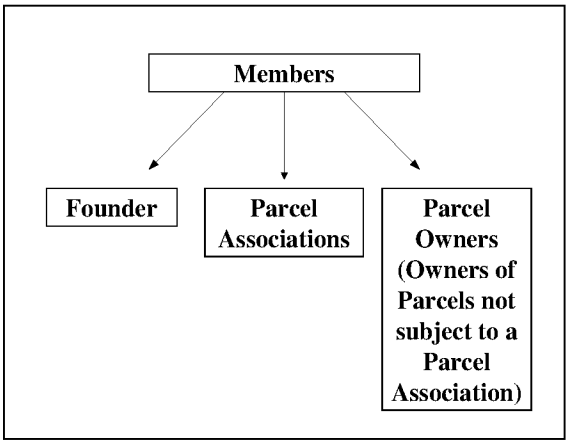
There shall be only one membership per Parcel. Except in the case of a Parcel subject to a Parcel Association, if more than one Person owns a Parcel, all co-Owners shall share the privileges of such membership. In the case of a Parcel subject to a Parcel Association, the Parcel Association's board of directors and not the individual Unit Owners, shall be entitled to exercise the privileges of membership. The exercise of membership privileges is subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws.

If a Parcel Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in writing to the Association's Secretary.

Notwithstanding the above, all co-Owners of a Parcel are jointly and severally obligated to perform the responsibilities of a Member.

(b) ***Founder Membership***. The Founder holds the sole Founder membership. The Founder membership shall terminate two years after expiration of the Founder Control Period, or on such earlier date as the Founder determines and declares in a recorded instrument.

The Founder may, by Supplement, create additional classes of membership comprised of the Owners of Parcels or Units within any portion of the additional property submitted to this Charter. The Founder shall specify in any such Supplement the rights, privileges, and obligations of the members of any class of membership created by that Supplement.



5.2. Voting

Each Parcel shall be allocated the number of votes corresponding to the number of "**Equivalent Units**" assigned to the Parcel in accordance with the formula set forth in Exhibit "E," subject to the limitations on voting set forth in this Charter and the other Governing Documents. No

vote shall be exercised for any property exempt from assessment under Section 14.8. Further, during such time as there is a Founder membership, no vote shall be exercised for Parcels that the Founder owns; rather, the Founder's consent shall be required for actions of the Board, the membership, and committees, as specifically provided elsewhere in the Governing Documents. Upon termination of the Founder membership, the Founder and Founder Affiliates shall be Owner Members entitled to vote the number of votes corresponding to the number of Equivalent Units assigned to each Parcel they own.

Parcel Owners may exercise voting rights as set forth in the By-Laws. Except in the case of a Parcel subject to a Parcel Association, if there is more than one Owner of a Parcel, the vote for such Parcel shall be exercised as the co-Owners holding a majority of the ownership interest in the Parcel determine among themselves. Any co-Owner may cast the vote for the Parcel, and majority agreement shall be conclusively presumed unless another co-Owner of the Parcel protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. Notwithstanding the foregoing, if more than one co-Owner of a jointly held Parcel casts the vote with respect to such Parcel, and the votes of such co-Owners are evenly split on a particular matter, each co-Owner may cast a proportional fractional vote with respect to such matter.

A Parcel Association, acting through its board of directors or other voting representative, shall be entitled to cast the votes assigned to the Parcel governed by such Parcel Association. Individual Unit Owners shall not vote on Association matters other than by and through their Parcel Association.

Good order is the foundation of all things. Edmund Burke

NOTES

PART TWO: COMMUNITY STANDARDS

The price of greatness is responsibility.

Winston Churchill

Chapter 6
Architecture, Landscaping, and Aesthetic Standards

The Community derives its unique character from a mix of compatible architectural styles and from the cooperation of all Parcel Developers and Owners in upholding minimum design, landscaping, and aesthetic standards. This chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Units.

6.1. General

All site work, landscaping, structures, improvements, and other items placed on any portion of a Parcel in a manner or location visible from outside of any existing structures ("**Improvements**") are subject to standards for design, landscaping, and aesthetics adopted pursuant to this chapter ("**Design Guidelines**") and the approval procedures set forth in this chapter, except to the extent that Tex. Prop. Code Chapter 202, this chapter, or the Design Guidelines may otherwise provide.

No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done to the interior of a structure; however, modifications to the interior any portion of a structure which is visible from outside of the structure do require prior approval.

Any building constructed on a Parcel or Unit shall be designed by and built in accordance with the plans and specifications of a licensed architect unless the Founder or its designee in its sole discretion otherwise approves. Furthermore, any building constructed on a Parcel or Unit shall be built by or constructed by a builder or general contractor approved by the Founder or its designee in its sole discretion and according to qualification standards for builders ("**Builder Qualification Guidelines**") that the Founder may prepare.

Approval under this chapter is not a substitute for any approvals or reviews required by a Parcel Association or by the City of McKinney, Collin County, or any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

This chapter shall not apply to the Founder's design and construction activities or to the Association's activities during the Founder Control Period.

6.2. Design Review Authority

(a) ***Founder***. The Founder shall have exclusive authority to review and act upon all applications for review of proposed Improvements until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as 100% of the Parcels and Units permitted under the Master Plan for Craig Ranch have been conveyed to Persons other than the Founder, Founder Affiliates, or Parcel Developers, and all residential or non-residential structures contemplated under the Master Plan have been constructed and issued certificates of occupancy. The Founder may designate one or more persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, the Founder and its designee act solely in the Founder's interest and owe no duty to any other Person.

From time to time, the Founder may delegate any or all of its rights under this chapter to other Persons or committees, including the committee appointed pursuant to Section 6.2(b), or a design or architectural review committee governed by a Parcel Association or Parcel Developer. Any

such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Founder's right to revoke such delegation at any time and reassume its prior control, and (ii) the Founder's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable. So long as the Founder has any rights under this chapter, the jurisdiction of others shall be limited to such matters as the Founder specifically delegates.

(b) ***Design Review Committee***. Upon the Founder's delegation of authority pursuant to Section 6.2(a), or upon expiration or termination of the Founder's rights under this chapter, the Board shall appoint a Design Review Committee ("**Design Review Committee**" or "**DRC**") to assume jurisdiction over matters within the scope of the delegated authority or this chapter, respectively. The DRC shall consist of at least three, but not more than seven, persons, who shall serve and may be removed and replaced in the Board's discretion. DRC members need not be Owners or representatives of Owners. The DRC may, but need not, include architects, engineers, or similar professionals. The Association may compensate DRC members in such manner and amount, if any, as the Board may determine appropriate.

The Founder or the Board may permit (and, upon the Founder's direction during the Founder Control Period, the Board shall permit) a Parcel Developer or Parcel Association to preside over architectural matters involving any of the Units subject to its jurisdiction, subject to such conditions as may attach and the Association's right to enforce compliance with the Design Guidelines.

Until expiration of the Founder's rights under this chapter, the DRC shall notify the Founder in writing within three business days of any action (*i.e.*, approval, partial approval, or disapproval) it takes under this chapter. A copy of the application and any additional information the Founder may require shall accompany the notice. The Founder shall have 10 business days after receipt of such notice to veto any such action, in its discretion, by written notice to the DRC.

Unless and until such time as the Founder delegates all or a portion of its reserved rights to the DRC or the Founder's rights under this chapter terminate, the Association shall have no jurisdiction over the review and approval of requests for approval of architectural matters under this chapter. However, the Association may enforce the provisions of this chapter and the Design Guidelines.

(c) ***Reviewer***. For purposes of this chapter, the entity having jurisdiction in a particular case shall be referred to as the "**Reviewer**."

(d) ***Fees; Assistance***. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application. The Board may include the compensation of such persons in the Association's annual operating budget.

6.3. Guidelines and Procedures

(a) ***Design Guidelines***. The initial Design Guidelines are attached as part of Exhibit "F," but are subject to amendment as provided in this section. The Design Guidelines may contain general provisions applicable to all of Craig Ranch as well as specific provisions that vary among residential and non-residential uses, housing types, locations within the Community, or other factors. The Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee approval.

The Founder shall have sole and full authority to amend the Design Guidelines for so long as it has review authority under Section 6.2(a). The

Founder's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the DRC, unless the Founder also delegates the power to amend to the DRC. Upon termination or delegation of the Founder's right to amend, the DRC may amend the Design Guidelines with the Board's consent. No amendment shall be inconsistent with the provisions of Tex. Prop. Code Chapter 202.

Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Design Guidelines less restrictive. Any amendment to the Design Guidelines shall be effective upon recording.

The Reviewer shall make the Design Guidelines available to Owners and their contractors upon request.

(b) ***Builder Qualification Guidelines***. Exhibit "F" contains the initial Builder Qualification Guidelines, which are subject to amendment as provided in this subsection (b). The Builder Qualification Guidelines may contain general provisions applicable to all of Craig Ranch as well as specific provisions that vary among residential and non-residential uses, locations within the Community, or other factors. The Builder Qualification Guidelines are intended to provide guidance to Owners regarding the matter of selecting a builder or general contractor to build or construct any Improvements on the Parcel or Unit. The Builder Qualification Guidelines are not the exclusive basis for the Reviewer's approval, and compliance with the Builder Qualification Guidelines does not guarantee approval.

The Founder shall have the sole and full authority to amend the Builder Qualification Guidelines during the Founder Control Period. Any amendment to the Builder Qualification Guidelines shall be effective upon recording. The Reviewer shall make the Builder Qualification Guidelines available to Owners upon request.

(c) ***Procedures***. Unless the Design Guidelines provide otherwise, no activities within the scope of this chapter (as described in Section 6.1) may begin on any property within Craig Ranch until a written application is submitted to and approved by the Reviewer. The application must be accompanied by plans and specifications and such other information as the Reviewer or the Design Guidelines require.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to the procedures in Chapter 21 or judicial review so long as they are made in good faith and in accordance with required procedures.

The Reviewer shall make a determination on each application after receipt of a completed application with all required information. The Reviewer may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The Reviewer may: (i) approve the application with or without conditions; (ii) approve a portion of the

application and disapprove other portions; or (iii) disapprove the application.

The Reviewer shall notify the applicant in writing of the final determination on any application no later than 30 business days after its receipt of a completed application and all required submissions; however, with respect to any DRC determination subject to the Founder's veto right under Section 6.2(b), the Reviewer shall notify the applicant of the final determination within 40 business days after its receipt of the final determination and all required submissions. Notice shall be deemed given at the time the envelope containing the response is deposited in the U.S. mail. Hand delivery, facsimile, electronic mail, or similar delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

If the Reviewer fails to respond in a timely manner, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a written variance has been granted pursuant to Section 6.5.

As part of any approval, the Reviewer may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing.

The Reviewer may exempt certain activities from the application and approval requirements of this chapter if such activities are undertaken in compliance with the Design Guidelines and the Community-Wide Standard.

(d) ***Appeals Process***. After the Board's appointment of the DRC, an applicant may appeal any disapproval of its application to the Board. To request an appeal, the applicant must submit to the Association's Secretary, no later than 15 days after the delivery of the notification of disapprova1, a copy of the original application, the notification of disapproval, and a letter requesting review of the decision. The appeal request shall also contain a response to any specific concerns or reasons for disapproval listed in the notification of disapproval. The Board may (i) affirm the DRC's decision, (ii) affirm a portion and overturn a portion of the DRC's decision, or (iii) overturn the DRC's entire decision. The Board shall notify the applicant and the DRC in writing of its decision no later than 30 days after its receipt of the request for appeal with all required information. The Board's decision shall include a description of its reasons for overturning the DRC's decision. During the appeal process the Owner shall not commence any work requiring approval hereunder.

6.4. No Waiver of Future Approvals

The people reviewing applications under this chapter will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the Reviewer may elect not to require changes to objectionable features. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6.5. Variances

When unusual circumstances exist that make it difficult or impossible to comply with a particular requirement of the Design Guidelines, the Owner may file a request with the Reviewer to be excused from complying with such requirement. The Reviewer has the discretion to determine when a variance is appropriate.

The Reviewer may authorize variances from compliance with any of the Design Guidelines and any procedures when it determines that circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations justify such a variance, however, the Reviewer shall under no circumstances be obligated to grant variances. No variance shall (a) be effective unless in writing, (b) be contrary to this Charter, or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires the Founder's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

6.6. Limitation of Liability

This chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Craig Ranch; it does not create any duty to any Person. Review and approval of any application pursuant to this chapter may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners.

The Founder, the Association, its officers, the Board, any committee, and member of any of the foregoing shall not be liable for: (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Founder has approved or featured such contractor as a Parcel Developers; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Parcel or Unit. In all matters, the Association shall defend and indemnify the Board, the DRC, and the members of each, as provided in the By-Laws.

6.7. Certificate of Compliance

Any Owner may request in writing that the Reviewer issue a certificate of compliance certifying that there are no known violations of this chapter or the Design Guidelines. The Reviewer shall either grant or deny such written request within 30 days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Association from taking enforcement action against an Owner for any condition known to the Association on the date of such certificate. The procedure for requesting a certificate is set forth in Exhibit "F" attached hereto and is subject to amendment by the Reviewer from time to time.

We shape our buildings and our buildings shape us. Winston Churchill

NOTES

Chapter 7
Maintenance, Repair, and Replacement

One of the benefits of owning property in a planned community is the commitment among neighbors to maintain their property in a neat, attractive, and well-landscaped condition to enhance the overall beauty and aesthetic appeal of the community. This chapter describes the Owners' responsibilities for maintenance and repair of their Parcels or Units and for insuring their Parcels or Units against property damage so that funds will be available for repair and restoration if needed.

7.1. Maintenance by Owners

Each Owner shall maintain his or her Parcel or Unit, including all structures, landscaping, and other improvements comprising the Parcel or Unit, in a manner consistent with the Governing Documents and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Parcel Association pursuant to this Charter, any Supplement, or by law.

Each Owner shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area lying between the Parcel or Unit boundary and any wall, fence, or curb located on the Common Area within 10 feet of the Parcel or Unit boundary. However, Owners may not remove trees, shrubs, or similar vegetation from this area without prior approval pursuant to Chapter 6.

7.2. Maintenance by Parcel Associations

A Parcel Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.

Any Parcel Association shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area lying between the boundary of its common property and any wall, fence, or curb located on the Common Area within 10 feet of its boundary. A Parcel Association shall not remove trees, shrubs, or similar vegetation from this area without prior approval pursuant to Chapter 6.

7.3. Maintenance by the Association

The Association shall maintain the Area of Common Responsibility in a manner consistent with the Governing Documents and the Community-Wide Standard, as further described in Section 11.2.

The Association may also assume maintenance responsibility for property in any Parcel, either upon designation of the Parcel as a Service Area pursuant to Section 4.4 or upon the Board's determination, pursuant to Chapter 9, that the level and quality of maintenance then being provided is not consistent with the Community-Wide Standard. The Association need not treat all similarly situated Parcels the same.

7.4. Responsibility for Repair and Replacement

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Parcel or Unit, less a reasonable deductible, unless a Parcel Association or the Association carries such insurance (which it may but is not obligated to do). If the Association assumes responsibility for insuring a Parcel, the premiums for such insurance shall be levied as

a Specific Assessment against the benefited Parcel and the Parcel Owner.

Within 90 days after any damage to or destruction of a structure on a Parcel, the Parcel Owner shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to Chapter 6 unless the Board, in its discretion, agrees to extend such period. Alternatively, the Parcel Owner shall clear the Parcel or Unit of debris and maintain it in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Parcel Owner shall pay any costs that insurance proceeds do not cover.

Additional recorded covenants applicable to any Parcel Association or Service Area may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Parcels or Units and for clearing and maintaining the Parcels or Units in the event the structures are not rebuilt or reconstructed.

This section shall apply to a Parcel Association with respect to common property of the Parcel Association in the same manner as if the Parcel Association was an Owner and the common property was a Parcel.

7.5. Maintenance and Repair of Party Walls and Similar Structures

Except as may otherwise be provided by law, a written agreement between Owners of adjacent Parcels, a Supplement, or other recorded documents applicable to adjacent Parcels:

(a) Each wall, fence, driveway, or similar structure built as part of the original construction to serves and/or separate any two adjoining Parcels shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who use the party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(c) The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this section, shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

(d) To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of Chapter 21.

Don't Mess With Texas!
Texas Department of Transportation

NOTES

Chapter 8
Use and Conduct

In order to maintain a residential environment that encourages respect for and courtesy among neighbors and minimizes the potential for disputes, this chapter sets forth basic standards regarding use, occupancy, and transfer of interests in property. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct, and activities within the Community to address particular needs and desires of the Community over time.

8.1. Use, Occupancy, and Transfer

(a) ***Residential and Related Uses***. Parcels or Units which are restricted to residential use by a Supplement or other declaration or by the Master Plan may be used only for residential and related purposes, except as the Founder may otherwise authorize with respect to construction, marketing, and sale activities of the Founder and Parcel Developers it designates. A business activity shall be considered "related" to a residential use and thus permitted under this section if conducted by a person or persons residing in the Parcel or Unit and only if the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Parcel or Unit by employees who do not reside in the Parcel or Unit, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the surrounding area and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board determines in its discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

This subsection (a) shall not apply to Non-Residential Parcels or Non-Residential Units or to Parcel Association activities related to the provision of services or to operating and maintaining the Parcel Association's residential community, including the community's recreational and other amenities.

This subsection (a) also shall not apply to any Parcels or Units designated as being within a "**Home Business Neighborhood**." A Home Business Neighborhood shall consist of one or more Parcels or a group of Units in which the Owners or occupants of such Parcels or Units are permitted to both reside and conduct business activity. The Founder (during the Development and Sale Period), a Parcel Developer, or the Association may designate Home Business Neighborhoods by (i) obtaining the Founder's consent (during the Development and Sale Period) or the Association's consent (after the Development and Sale Period), and (ii) recording a Supplement to this Charter which identifies the property comprising the Home Business Neighborhood and sets forth the terms under which business activity may be conducted in such area.

Leasing a Parcel or Unit for residential purposes shall not be considered a "business" within the meaning of this subsection, provided that the Owner and any other Owners with whom such

Owner is affiliated do not collectively lease or offer for lease more than one Parcel or Unit at any time. This provision shall not preclude an institutional lender from leasing a Parcel or Unit upon taking title following foreclosure of its security interest in the Parcel or Unit or upon acceptance of a deed in lieu of foreclosure.

(b) ***Leasing***. For purposes of this Charter, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Parcel or Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit. If leasing is permitted, Residential Units and Residential Parcels may be leased only in their entirety - separate rooms, floors, or other areas within a dwelling may not be separately leased; however, this shall not apply to dwelling units within a multi-family rental apartment building developed, used, and operated as multi-family rental apartments.

All leases must be for an initial term of not less than six months; provided, however, that the Board shall have the power to allow leases for less than an initial term of six months, on such terms and conditions as the Board may establish, upon a showing by the Owner that a short term is required to avoid undue hardship to the Owner.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Parcel or Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

Within 10 days of a lease being signed, the Owner of the leased Parcel or Unit shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner is responsible for providing the tenant copies of the Governing Documents. In addition to, but consistent with this subsection, the Association or the Board may adopt Rules governing leasing and subleasing.

(c) ***Transfer of Title***. Any Owner desiring to sell or otherwise transfer title to his or her Parcel or Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Within 10 business days after the Association's receipt of a written request from an Owner, an Owner's agent, a purchaser of a Unit or Parcel, a purchaser's agent, or a title insurance company acting on behalf of the Owner or purchaser of a Unit or Parcel, specifying the name and address of the person to whom it is to be delivered, the Association shall deliver to the person specified in such request a resale certificate containing all information required by Tex. Prop. Code Section 207.003(b) ("**Resale Certificate**"), along with a current copy of the Governing Documents. If the requestor is a purchaser or purchaser's agent, the Association may require reasonable evidence that the purchaser has a contractual or other right to acquire the Unit or Parcel prior to preparing the Resale Certificate. The Association's procedure for conducting a property inspection associated with preparation of the Resale Certificate is set forth in Exhibit "H." The Board may amend such procedure from time to time as it deems appropriate, consistent with applicable law.

The Resale Certificate shall be prepared as of a date which is not more than 60 days prior to the delivery date and delivered by mail, hand delivery, or such alternative method of delivery as may be specified in the written request. At any time within 180 days after the date of the initial request, the requestor may request an update to

such certificate, which update shall contain the information required by Tex. Prop. Code Section 207.003(f) and shall be delivered not later than the seventh business day after the date of such request. The Association may charge a reasonable fee to prepare, assemble, copy and deliver a Resale Certificate and accompanying information, and any update thereto, and may require such fee to be paid before preparing the Resale Certificate or update.

If the Resale Certificate indicates that there are known conditions on the Unit or Parcel which violate the Governing Documents, or that there are amounts due and unpaid to the Association on account of the Unit or Parcel, the Owner shall be responsible for curing such violations and paying any such amounts due prior to the transfer of title and, upon doing so, may request an update to the Resale Certificate to reflect such action. If the transferring Owner fails to cure violations or pay amounts due prior to transfer of title, the new Owner shall be jointly and severally responsible with the prior Owner for curing such violations and paying any amounts due and unpaid.

(d) ***Subdivision and Combination of Parcels or Units***. No Person other than the Founder and Parcel Developers whom the Founder may authorize shall subdivide or change the boundary lines of any Parcel or Unit or combine Parcels or Units without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Parcel(s) or Unit(s). In the absence of such recorded instrument, adjacent Parcels or Units owned by the same Owner shall continue to be treated as separate Parcels or Units for purposes of voting and assessment, even though such Parcels or Units may be improved with a single dwelling or structure intended for non-residential use.

(e) ***Timesharing; Transient Use***. No Parcel or Unit shall be used for operation of a timesharing, fraction-sharing, residence club, vacation club, destination club, or similar program whereby the right to exclusive use of the Parcel or Unit rotates among participants in the program on a fixed or floating time schedule or otherwise in accordance with a written agreement or established rules providing for allocation of the exclusive use of the Unit among participants in the program, unless such program is established by the Founder or with the Founder's prior written approval.

No Person shall advertise or operate any Residential Unit or Residential Parcel, or any room, garage, basement apartment or other portion of a Residential Unit or Residential Parcel, for overnight or short-term lodging purposes, nor shall any Residential Unit or Residential Parcel be used for lodging of persons other than the Owner or a tenant who resides in the Residential Unit or Residential Parcel pursuant to a lease complying with Section 8.1(b), members of their respective households, and their occasional, non-paying guests.

No Residential Unit or Residential Parcel shall be used for overnight lodging of employees or guests when the Owner is not in residence, except that if a Residential Unit or Residential Parcel is owned by a legal entity, such entity may permit the Residential Unit or Residential Parcel to be occupied on a long-term or short-term basis by any director, officer, partner, or employee of such entity which the Owner identifies in advance by written notice to the Association, provided that no more than one such person is permitted to occupy the Residential Unit or Residential Parcel in any 30-day period.

(f) ***Prohibited Uses***. In addition to uses which are restricted by zoning, the following uses are prohibited within Craig Ranch:

(i) trailer courts, mobile home parks, recreation vehicle campgrounds, and facilities for the sales or service of mobile homes or trailers;

(ii) junkyards, scrap metal yards, automobile used parts, or dismantling operations and sanitary landfills, except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials;

(iii) commercial excavation of building or construction materials, except in the usual course of construction of improvements;

(iv) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature;

(v) thrift stores, fleas markets, salvage businesses, or discount stores whose merchandise consists primarily of excess inventory, discontinued items, and/or goods acquired through liquidation of other businesses or fire or bankruptcy sales; provided, periodic Association or Parcel Association sponsored or sanctioned events or activities on the Common Area or the common property of any Parcel Association (such as, without limitation, craft fairs or farmers markets) shall be permitted;

(vi) truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use which is not prohibited);

(vii) tanning parlors, massage parlors, or any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude tanning and massage services offered by fully clothed, trained personnel as part of a legitimate fitness or health facility or day spa operation which also offers beauty, body care, skin care, or similar services;

(viii) "adult entertainment uses," which terms shall mean, for the purposes of this Charter, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (A) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature; or (B) sexually explicit games, toys, devices, or similar merchandise;

(ix) crematoriums, mortuaries, mausoleums, or cemeteries; provided, the cemetery existing within Craig Ranch at the time this Charter was originally recorded shall be permitted and may be expanded to the extent permitted under Texas law;

(ix) any facility for the dyeing and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum;

(x) dry cleaning or laundry plants; provided, facilities for drop-off or pick-up of items dry cleaned or laundered outside of Craig Ranch are permitted;

(xi) engine and motor repair facilities (except in connection with any permitted automobile service station);

(xii) heavy machinery sales and storage facilities;

(xiii) airports;

(xiv) portable building or manufacture home sales; and

(xv) truck and bus leasing or repair facilities.

Notwithstanding the foregoing or any other provision of this Charter that might be applicable, the Owner of a Parcel described in Exhibit "G-2" or "G-3" attached hereto shall be permitted to use such Parcel in accordance with the provisions of such exhibit.

(g) ***Non-Residential Uses***. The Board may enact reasonable rules governing the use, enjoyment, and operation of the Non-Residential Parcels and Non-Residential Units, including rules concerning lighting, noise, and hours of non-residential operations; provided, no rule shall unreasonably interfere with the permitted use or operation of any Non-Residential Parcel or Non-Residential Unit. Board rules may differ between non-residential and residential uses, provided a reasonable basis exists for such different treatment.

8.2. Rulemaking Authority and Procedures

The Governing Documents establish a framework of covenants and conditions that govern the Community. The initial Rules attached as Exhibit "C" are a part of that framework. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board and the Parcel Owners are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 8.3.

(a) ***Board Authority***. Subject to the notice requirements in subsection (c) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its Members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting.

(b) ***Membership Authority***. Subject to the notice requirements in subsection (c), the Parcel Owners representing a majority of the votes in the Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, as long as the Founder membership exists, any such action shall also be subject to the Founder's approval.

(c) ***Notice***. The Board shall send notice to all Owners concerning any proposed Rule change at least 72 hours prior to the meeting of the Board or the Parcel Owners at which such action is to be considered. At any such meeting, Parcel Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Areas, such as hours of operation of facilities, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, notwithstanding that such policies may be published as part of the Rules.

(d) ***Effective Date***. A Rules change adopted under this section shall be reflected in an amendment to Exhibit "C" and recorded. Any such amendment shall take effect upon recording or 30 days after the date on which written notice of the Rules change is given to the Owners, whichever is later.

Since it is impossible to foresee all potential situations and problems that may arise within the Community, the Board and the Parcel Owners have the authority to adopt and modify rules as needed to address new or changing circumstances.

(e) ***Conflicts***. No action taken under this section shall have the effect of modifying or repealing the Design Guidelines or any provision of this Charter other than the Rules. In the event of a conflict between the Design Guidelines and the Rules, the Design Guidelines shall control. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

(f) ***Dedicatory Instruments***. In addition to the Rules and the other Governing Documents referenced in this Charter, the Association is re-

quired under Tex. Prop. Code Section 202.006 to record such other "**dedicatory instruments**" governing the establishment, maintenance or operation of Craig Ranch. Exhibit "H" attached hereto contains or references the recording information for such additional dedicatory instruments. The Board may amend such dedicatory instruments from time to time as it deems appropriate, consistent with applicable law.

8.3. Protection of Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

(a) ***Similar Treatment***. Similarly situated Parcels or Units shall be treated similarly; however, the Rules may vary by location, use (*i.e.*, residential v. non-residential use), or other distinct characteristics of areas within Craig Ranch.

(b) ***Flags and Other Displays***. No Rule shall prohibit any Owner or occupant from displaying political, religious, or holiday symbols and decorations on his or her Parcel or Unit of the kinds normally displayed in residential or non-residential neighborhoods comparable to those within Craig Ranch, nor shall any Rule regulate the content of political signs. However, the Association may adopt time, place, and manner restrictions with respect to signs, symbols, and displays visible from outside structures on the Parcel or Unit, including reasonable limitations on size, number, and time period within which they may be displayed, consistent with Tex. Prop. Code Chapter 202 and any other applicable provisions of Texas law.

No Rule shall abridge the right of the Owner or occupant of a Parcel or Unit to display the official flag of the United States of America in accordance with 4 U.S.C. Sections 5-10, the flag of the State of Texas in accordance with Chapter 3100 of the Tex. Gov. Code, or an official or replica flag of any branch of the United States armed forces, on the exterior of such Owner or occupant's Parcel or Unit. The Association may adopt rules regulating the location, size, use and manner of display of such flag, flagpoles and associated lighting to the extent permitted by Tex. Prop. Code Chapter 202.

(c) ***Household Composition***. No Rule shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Parcel or Unit size and facilities and its fair share use of the Common Area.

(d) ***Activities Within Structures***. No Rule shall interfere with the activities carried on within a dwelling or other structure, except that the Association may prohibit activities not normally associated with residential or non-residential properties such as those in Craig Ranch. It may also restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

(e) ***Allocation of Burdens and Benefits***. No Rule shall alter the allocation of financial burdens among the various Parcels or Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 14.

(f) ***Leasing and Transfer of Parcels or Units***. No Rule shall prohibit leasing or transfer

of any Parcel or Unit or require approval prior to leasing or transferring a Parcel or Unit. However, Section 8.1(b) of this Charter and any applicable Supplement may regulate leasing. In addition, the Rules may require that Owners use Board-approved lease forms (or include specific lease terms), and may impose a reasonable review or administrative fee in connection with the Board's review of a lease.

(g) ***Abridging Existing Rights***. No Rule shall require that an Owner dispose of personal property kept in or on a Parcel or Unit in compliance with the Rules in effect at the time such personal property was brought onto the Parcel or Unit. This exemption shall apply only during the period of such Owner's ownership of the Parcel or Unit and shall not apply to subsequent Owners who take title to the Parcel or Unit after adoption of the Rule.

This provision protects the existing personal property of Owners. It is intended to prevent a situation in which an Owner is forced to get rid of an item that was allowed prior to a change in the Rules.

(h) ***Reasonable Rights to Develop***. No Rule may unreasonably interfere with the Founder's ability to develop, market, and sell property in Craig Ranch.

(i) ***Interference with Easements***. No Rule may unreasonably interfere with the exercise of any easement.

(j) ***Interference with Permitted Non-Residential Operations***. The Association may not unreasonably interfere with the permitted use or operation of any Non-Residential Parcel or Unit.

8.4. Owners' Acknowledgment and Notice to Purchasers

By accepting title to a Unit or Parcel, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Parcel or Unit is limited and affected by the Rules, which may change from time to time. A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

Peace rules the day when reason rules the mind.
Wilkie Collins

NOTES

Chapter 9
Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Owners and occupants of the Community. However, if they are to have any real meaning, there must be commitment to comply with them and there must be a mechanism in place to enforce that compliance in the event that someone fails or refuses to do so. This chapter sets forth the obligation to comply and the remedies available to the Association for noncompliance.

9.1. Compliance

All Owners and occupants of Parcels or Units, as well as their tenants, guests, and other visitors, must abide by the Governing Documents and subject to various penalties, including fines and the loss of the right to use the Common Areas if they fail to do so.

Owners, occupants, and visitors to a Parcel or Unit must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter. In addition, each Owner shall be responsible for, and may be sanctioned for, any violation of the Governing Documents by the occupants, tenants, guests, or invitees of his or her Parcel or Unit, and for any damage to the Area of Common Responsibility that such Persons may cause.

9.2. Remedies for Non-Compliance

The Association, the Founder, and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents, subject to the terms of Chapter 21, as applicable; provided, prior to the Association filing suit against an Owner, other than a suit to collect assessments or foreclose the Association's lien under Chapter 14, the Association shall provide written notice to the alleged violator and an opportunity for a hearing in accordance with the By-Laws. In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents.

(a) ***Sanctions Requiring Prior Notice and Hearing***. After written notice and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, which shall constitute a lien upon the violator's Parcel or Unit. In the event that any occupant, tenant, guest, or invitee of a Parcel or Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspend any Person's right to use any Common Area facilities (A) for any period during which any charge against such Owner's Parcel or Unit remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (except that no hearing is required if the Parcel Owner is more than 60 days delinquent in paying any assessment or other charge owed the Association); provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Parcel or Unit;

(iii) suspend services the Association provides to a Parcel Owner or the Unit within a Parcel (except that no hearing is required if the Parcel Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);

(iv) exercise self-help or take action to abate any violation of the Governing Documents occurring on a Parcel in a non-emergency

situation (including removing personal property that violates the Governing Documents);

(v) require an Owner, at its own expense, to remove any structure or improvement on such Owner's Parcel or Unit in violation of Chapter 6 and to restore the Parcel or Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vi) without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Chapter 6 and the Design Guidelines from continuing or performing any further activities within Craig Ranch;

(vii) levy Specific Assessments to cover costs incurred by the Association to bring a Parcel or Unit into compliance with the Governing Documents; and

(viii) record a notice of violation with respect to any Parcel or Unit on which a violation exists.

If, after notice and an opportunity for a hearing, the violation continues or recurs within six months after the date of such notice, the Board may impose any of the above sanctions without further notice or opportunity for another hearing.

(b) ***Other Sanctions***. The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Parcel or Unit in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iii) require an Owner or a Parcel Association, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Parcel or Unit or on the Parcel Association's property, respectively, that is in violation of the Community-Wide Standard or other requirements under the Governing Documents and to restore the property to its previous condition;

(iv) enter the property and exercise self-help to remove or cure a violating condition if an Owner or Parcel Association fails to take action as required pursuant to subsection (iii) above within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(v) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

To the extent that any of the enforcement provisions in this Charter are in conflict with the requirements of Chapter 209 of Title 11, Texas Property Code, the provisions of Chapter 209 shall prevail.

(c) ***Additional Powers Relating to Parcel Associations***. In addition to the foregoing sanctions, the Association shall have the power to veto any action that a Parcel Association proposes to take if the Board reasonably determines the proposed action to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require that specific action be taken by any Parcel Association in connection with its obligations and responsibil-

ities under this Charter, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore.

A Parcel Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Parcel Association fails to comply, the Association shall have the right to effect such action on behalf of the Parcel Association and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

9.3. Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, 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

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

9.4. Attorneys' Fees and Costs

In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

9.5. Enforcement of Ordinances

The Association, by contract or other agreement, may enforce applicable city and county ordinances. In addition, Collin County or the City of McKinney may enforce its ordinances within Craig Ranch.

In the event the Association fails to perform one or more duties and obligations under this Charter regarding the maintenance of all landscaping, buffering, screening, irrigation and associated improvements adjacent to Craig Ranch along public thoroughfares pursuant to Section 11.2(b) or any Common Area designated for screening and buffering (collectively, the "**Buffer Areas**"), the City of McKinney, Texas shall have the right, but not the obligation, to assume the rights of the Association to maintain the Buffer Areas and levy an assessment upon each Parcel and Unit within Craig Ranch on a pro rata basis for the reasonable cost of such maintenance, which assessment shall constitute a lien upon the Parcel or Unit against which each assessment is made. Such lien shall have the same priority as the Association's lien for assessments pursuant to Section 14.7(a). The payment of any such assessments and liens shall be deemed an obligation of each Owner just like the obligation identified in Chapter 14 of this Charter.

People need to be reminded more often than they need to be instructed. Samuel Johnson

PART THREE: ASSOCIATION OPERATIONS

Do what you can, with what you have, where you are.

Theodore Roosevelt

Chapter 10
Tools for Community Achievement

Achieving the goal of making Craig Ranch a truly special place to live and work requires more than just meaningful, productive opportunities to share ideas, suggestions, and desires. It also requires a creative process, specialized staffing, and great communication. However, many of the best community building ideas will come from the community itself.

10.1. Lifestyle Director

The Board may create and fund the position of "**Lifestyle Director**," whose role will be to provide leadership for the overall planning, development, implementation, and continuing evaluation of programs, activities, and services to carry out the Association's mission of enhancing community within Craig Ranch. The Lifestyle Director may be an employee or independent contractor.

The Lifestyle Director's specific responsibilities may include the following:

(a) creating accessible opportunities for residents to participate in and volunteer their time and skills for community events and activities;

(b) working with volunteers and staff members and cooperating with the Board to implement the Association's community building objectives;

(c) coordinating, promoting, and facilitating community-wide cultural, artistic, musical, athletic, and social events and activities;

(d) conducting governance educational programs and contracting for and coordinating continuing education programs and opportunities;

(e) serving as an ombudsman within Craig Ranch by teaching and practicing "non-adversarial communication" and, when the need arises, mediating or otherwise intervening to resolve disputes and conflicts at the request of the parties involved; and

(f) seeking out new opportunities for building community life and spirit while appreciating diversity.

The Lifestyle Director's responsibilities may also include those agreed upon by the Lifestyle Director and the Board, so long as such responsibilities do not hinder, limit, or otherwise interfere with the fulfillment of the Lifestyle Director's responsibilities outlined above.

The Lifestyle Director shall be employed or otherwise contracted for by the Association and shall be entitled to attend and participate in Board meetings; however, in the case of discussions regarding the Lifestyle Director's employment, the Lifestyle Director may be excluded from Board meetings. The Board may enact rules to ensure the successful creation, staffing, funding, operation, and continuity of the Lifestyle Director position.

10.2. Community Education and Training

In recognition of the fact that Owners and other residents and commercial occupants within Craig Ranch who are well-informed regarding their community's structure and governance and their rights and responsibilities in the community, have greater capacity to participate in civic life and in the affairs of the community, the Board may establish education, training, and orientation programs relating to community governance, including "continuing" education programs, for everyone in Craig Ranch. The Board may utilize any appropriate method to achieve these education goals, including a community intranet; learning centers, computer centers, and business centers; and coordinated activities with the Lifestyle Director, Association committees, or Board members.

Community education shall begin as early as the marketing stage or the point of sale of property within Craig Ranch and may include orientation classes regarding community structure and governance; the nature, extent, and purpose of the covenants, rules, and regulations; and community-building issues such as the mission for Craig Ranch, opportunities to participate in and affect the community's evolution and growth, and general community orientation. Community governance education is an essential component of living in Craig Ranch.

Educating Owners regarding ownership rights, voting privileges, property use restrictions, assessment responsibility, community development, developer turnover or transition, community activities, etc. should be an ongoing innovative process geared toward including residents of all ages. Governance education may be offered in the form of seminars, simple question and answer pamphlets, audio/video recordings, through a community cable channel, or through an interactive website. The Board may also coordinate with nationally recognized organizations such as the Urban Land Institute or the Community Associations Institute to offer programs regarding community governance or coordinate with nationally recognized speakers in the field to provide community governance instruction and workshops.

10.3. Volunteerism and Charter Clubs

In recognition of the fact that volunteerism benefits Craig Ranch, the Board desires to promote a strong volunteer ethic among residents of Craig Ranch and encourage and facilitate the organization of volunteer organizations within Craig Ranch. To accomplish this end, the Board may grant incentives for volunteering, such as exemptions from specific program fees and public recognition of distinguished volunteers and their achievements. The Board also may cooperate with and support outside organizations, such as recreational leagues or cultural organizations, by making facilities available for the organization's use or sponsoring the organization's activities. Additionally, the Board may compile a list of people interested in volunteering and make such data available to other volunteer organizations upon each volunteer's consent.

In its discretion, the Board may establish or support the establishment of "charter clubs" to encourage or facilitate the gathering of people to pursue common interests or hobbies. The guidelines for charter clubs are attached hereto as Exhibit "H," which are subject to change by the Board from time to time. A charter shall confer privileges and impose responsibilities on the club and its members. For example, the Board may grant privileges including financial support; material support; facility use privileges, either with or without charge; priority for facility use; administrative and technical support; and liability insurance coverage.

The Board may grant charters to any group of individuals who share a particular field of interest. Any Owner, tenant, or resident may submit a written request to the Lifestyle Director for a charter. In his or her discretion, the Lifestyle Director may grant or deny such request. The Board may fund the charter club as a Common Expense and/or require that club members pay use or consumption fees for materials, facilities use, or other club expenses. However, the Board may not fund a charter club's events or activities or another volunteer group's events or activities, or the advertising or promotion of such events or activities, unless the Board, in its discretion, determines that such events or organizations benefit the entire community.

NOTES

Volunteerism

Board:

- Facilitates volunteer organizations
- Supports recreational leagues and cultural organizations
- May maintain volunteer data bank
- May grant charters to charter clubs
- Publicizes meetings, events, etc.
- Provides recognition to volunteers

10.4. Education as an Amenity

Continuing education and learning opportunities are community amenities to be enjoyed by all Owners, residents, and commercial occupants, and, as such, the Association may provide or provide for continuing education opportunities. The range of continuing education opportunities offered in Craig Ranch should be determined by interest, participation, and satisfaction, as well as the budget. The Association should make every effort to provide or provide for a variety of continuing education opportunities that reflect the diverse interests of Craig Ranch, *i.e.*, finance, art, music, exercise, community wellness, gardening, environmental preservation, sports, and recreation.

I love Texas because Texas is future-oriented, because Texans think that anything is possible. Texans think big. Senator Phil Gramm

Chapter 11
Property Management

One of the Association's primary functions is maintaining and operating property and facilities for the common benefit of the Owners and residents of Craig Ranch. This chapter establishes the Association's obligation to accept property that the Founder designates as Common Area or Limited Common Area and to maintain, operate, and insure it, along with certain other properties, for the benefit of Craig Ranch.

11.1. Acceptance and Control of Association Property

(a) ***Transfers and Conveyances by Founder***. The Founder and its designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Community, and the Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests.

Upon the Founder's written request, the Association shall reconvey to the Founder any real property that the Founder originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

(b) ***Management and Control***. The Association is responsible for management, operation, and control of the Common Area, subject to any covenants set forth in the deed or other instrument transferring the property to the Association. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of Common Area facilities by persons other than Owners and occupants of Parcels or Units and may charge use fees, in such amount as the Board may establish, for such use.

11.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to:

(a) the Common Area, including private streets, parks, pedestrian/bicycle trails, entry features, landscaping, and other improvements;

(b) landscaping within public rights-of-way within or abutting Craig Ranch (except as maintained by an Owner or Parcel Association in accordance with Section 7.1 or 7.2) to the extent that responsible governmental authorities do not maintain it to the Community-Wide Standard;

(c) such portions of any additional property as may be dictated by the Founder, this Charter, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association; and

(d) any property and facilities that the Founder owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. The Founder shall identify any such property and facilities by written notice to the Association, and they shall remain part of the Area of Common Responsibility until the Founder revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property within or adjacent to Craig Ranch it does not own, including, without limitation, Parcels, Units, property dedicated to the public, or prop-

erty owned or maintained by a Parcel Association, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard or if such maintenance is otherwise assumed by the Founder or the Association pursuant to agreements with or approval by the City of McKinney or other governmental authority. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

11.3. Discontinuation of Operation

The Association shall maintain the Common Area facilities (other than Limited Common Area facilities) in continuous operation unless the Parcel Owners representing 75% of the total votes in the Association, consent in writing to discontinue such operation. If the property is Limited Common Area, any discontinuation shall require the approval of the Board and the approval in writing of Parcel Owners representing at least 75% (or such higher percentage as a Supplement may require) of the votes assigned to the Parcels to which such Limited Common Area is assigned. In addition, during the Development and Sale Period, the Founder's consent is required to discontinue operation of any Common Area facilities. This section shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, nor to preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs.

11.4. Restoring Damaged Improvements

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall repair or reconstruct damaged Common Area improvements unless: (a) repair or restoration would be illegal under any state or local statute or ordinance governing health or safety; or (b) the Founder, during the Development and Sale Period, and Parcel Owners representing at least 67% of the total votes in the Association (or, in the case of damage or loss to Limited Common Area, Owners of at least 67% of the Parcels to which such Limited Common Area is assigned), decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed.

This provision ensures that desirable Common Area improvements will be replaced if destroyed, but it also makes it possible *not* to repair or rebuild if the Owners who benefit from the Common Area prefer not to rebuild.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain for the benefit of all Owners, or the Owners of Parcels or Units within the affected Service Area, as the Board deems appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction. This is a covenant for the benefit of

Mortgagees and may be enforced by the Mortgagee of any affected Parcel or Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Parcel Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 13.4.

NOTES

11.5. Relationships with Other Properties

The Association may contract with the owner of any neighboring property or Private Amenity to provide for sharing of costs associated with (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services.

Yesterday is not ours to recover,
but tomorrow is ours to win or lose.
Lyndon B. Johnson

Chapter 12
Provision of Services

In addition to its property management role, the Association is a vehicle for providing a variety of services for the benefit of the Community at large and individual Parcels. This chapter describes some of the services the Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Community.

12.1. Provision of Services to Parcels

The Association may arrange for or provide services to Parcel Owners and their Parcels or to Units, directly or through contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Parcels, or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as cable television, utilities, fire protection, security, trash collection, landscape maintenance, pest control, caretaker services, Community Systems (as described in Section 12.3), and other technology services.

Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Parcel or Unit, may result in termination of services provided to such Parcel or Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Parcel or Unit as a Common Expense or Service Area Expense pursuant to Chapter 14.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

12.2. Provision of Services to Service Areas

(a) ***Service Areas Designated by Founder.*** The Association shall provide services to any Service Area designated by the Founder pursuant to Section 4.3 as required by the terms of any Supplement applicable to the Service Area.

(b) ***Service Areas Designated by Board.*** In addition to Service Areas which the Founder may designate pursuant to Section 4.3, any group of Parcel Owners may petition the Board to designate their Parcels as a Service Area for the purpose of receiving from the Association (i) special benefits or services which are not provided to all Parcels, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Parcel Owners of a majority of the Parcels within the proposed Service Area.

Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Parcel Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Parcel Owners representing at least 67% of the Parcels within the proposed Service Area approve the proposal in writing, the Board shall designate the Parcels as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 14.2(c).

12.3. Community Technology

(a) ***Community Systems***. Without limiting the generality of Sections 12.1 and 12.2 and subject to the Founder's rights under Section 20.7, the Association is specifically authorized to provide, or to enter into contracts with other Persons to provide, or to the assignment from the Founder and assume contracts with other Persons to provide central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("**Community Systems**"). Any such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems as the Board determines appropriate.

The Association shall have no obligation to utilize any particular provider(s). However, except for cause (as defined by written agreement with the provider), the Association may not, without the Founder's consent, terminate or refuse to renew any contract entered into during the Founder Control Period.

The Association may charge use fees for any of the Community Systems or the Board may include the cost of Community Systems in the Association's Common Expense budget and assess it as part of the Base Assessment, if provided to all Parcels. If services are provided to less than all of the Parcels, the Association may assess such costs as a Service Area Assessment or a Specific Assessment, as appropriate, against only those Parcels Units being provided such service.

(b) ***Opportunities for Community Interaction***. The Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and residents to interact and participate in Association-sponsored activities. To the extent Texas law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

I think there is a world market for maybe five computers.
Thomas Watson, Chairman of IBM, 1943

NOTES

Chapter 13
Association Insurance

The Association is responsible for insuring against various types of risks, including property damage, personal injury, and liability. This chapter describes the minimum types and amounts of coverage that the Association must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

13.1. Required Coverages

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on

(i) the Common Area;

(ii) other portions of the Area of Common Responsibility, to the extent that the Association has responsibility for repair or replacement in the event of a casualty; and

(iii) any Service Area, to the extent specified or authorized by any applicable Supplement.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least $3,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost that a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage; and

(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth of the annual Base Assessments on all Parcels plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Collin County area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this section requires.

13.2. Deductibles

The Board may hold any Persons who cause damage to insured improvements responsible for the insurance deductible Payable on any insurance claim related to such damage.

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 13.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Parcel(s) or Unit(s) as a Specific Assessment.

13.3. Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in Texas which satisfies the requirements of the Federal National Mortgage Association ("**Fannie Mae**") or the Federal National Mortgage Association ("**Freddie Mac**") for planned unit developments, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, except that policies on Limited Common Area shall be for the benefit of the Parcel Owners of Parcels within the Service Area to which the Limited Common Area is assigned and their Mortgagees, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement;

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;

(g) provide a waiver of subrogation against any Owner or household member of an Owner; and

(h) include an endorsement precluding cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Association and allowance of a reasonable time to cure the defect or violation.

Subrogation is a legal concept by which one person is substituted in the place of another with respect to a lawful claim or right. For example, once they have paid a claim by an insured party, insurance companies generally have the right to step into the shoes of the insured party and sue any one that the insured party could have sued.

In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide:

NOTES

(i) a waiver of subrogation as to any claims against the Association's directors, officers, employees, and manager;

(ii) a waiver of the insurer's right to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

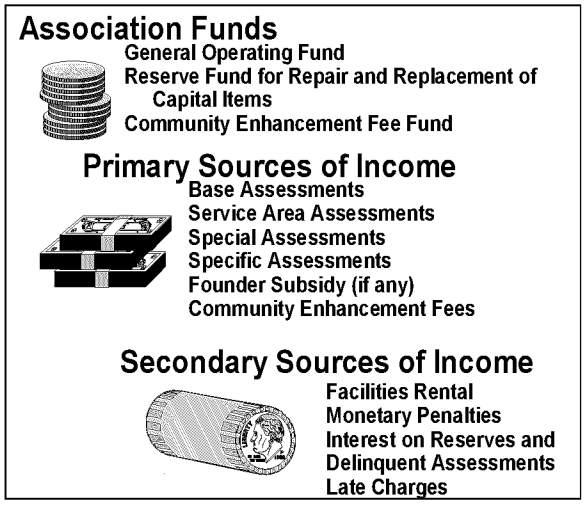
13.4. Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance on Parcels within, or Limited Common Areas assigned to, a particular Service Area shall be a Service Area Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

Chaos is the law of nature; order is the dream of men. Henry Adams

Chapter 14
Association Finances

This chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this chapter authorizes the Association to levy against the Parcels and collect from the Owner of each Parcel. Assessments are secured by a lien on each Parcel and Unit as described in this chapter.



14.1. Association Expenses

(a) ***Common Expenses***. Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "**Common Expenses**." Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

Common Expenses shall not include any expenses incurred during the Founder Control Period for initial development or original construction costs unless Parcel Owners (other than Founder appointees) representing a majority of the total votes in the Association approve such expenditure. Payments due under leases of capital improvements such as street lights shall not be considered an initial development or original construction cost.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Charter, any Supplement, or any other recorded covenants or agreements.

(b) ***Service Area Expenses***. All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Areas, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses**." Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Unit among all Service Areas receiving the same service.

14.2. Budgeting for and Allocating Association Expenses

(a) ***Preparation of Budget***. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association ex-

pects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for whom the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units (including amounts to which the Association is entitled pursuant to any covenant or agreement to share costs), and the amount to be generated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

(b) ***Calculation of Base Assessments***. Upon determining the total amount of income required to be generated through the levy of "**Base Assessments**," the Association shall allocate such amount among all Parcels subject to assessment under Section 14.5 on the effective date of the budget in accordance with the formula set forth in Exhibit "E." The amount allocated to each Parcel shall then be levied as a Base Assessment. Exhibit "E-2" sets forth the current rate of Base Assessments, which can be amended by the Board from time to time in accordance with this Chapter.

(c) ***Calculation of Service Area Assessments***. The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Parcels or Units in the Service Area that are subject to assessment under Section 14.4 and levied as a "**Service Area Assessment**." Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be allocated in accordance with the formula set forth in Exhibit "E," except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Parcel in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) ***Founder's Subsidy Option***. The Founder may, but shall not be obligated to, reduce the Base Assessment or any Service Area Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Founder under Section 14.6(b)). Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder, or a loan, in the Founder's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder.

(e) ***Notice of Budget and Assessment; Right to Disapprove***. The Board shall send a copy of each applicable budget, together with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets, to each Parcel Owner at least 30 days prior to the due date of the assess-

ments to be levied pursuant to such budget. The Common Expense budget shall automatically become effective unless disapproved at a meeting by Parcel Owners representing at least 75% of the total votes in the Association and by the Founder Member, if such exists. Each Service Area budget shall automatically become effective unless disapproved at a meeting by Parcel Owners representing at least 67% of the total votes allocated to the Parcels within the Service Area, except that the right to disapprove a Service Area budget shall apply only to those line items which are attributable to services or benefits requested by the Service Area and shall not apply to any item which the Governing Documents require to be assessed as a Service Area Expense.

There shall be no obligation to call a meeting for the purpose of considering any budget except, in the case of the Common Expense budget, on petition of the Parcel Owners as provided for special meetings in the By-Laws, and in the case of a Service Area budget, on petition of Parcel Owners of at least a majority of the Parcels within the Service Area. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

(f) ***Budget Revisions***. The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (e) above.

14.3. Special Assessments

The Association may levy "**Special Assessments**" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than 50% of the votes attributable to Parcels subject to assessment under Section 14.5 and shall be allocated among the Parcels in accordance with the formula set forth in Exhibit "E." Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than 50% of the total votes allocated to Parcels in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 14.2(c). In addition, as long as the Founder membership exists, any Special Assessment shall also be subject to the Founder's written consent. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

14.4. Specific Assessments

The Association may levy "**Specific Assessments**" against a particular Parcel or a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Parcel or Unit upon request of the Owner pursuant to any menu of optional services which the Association may offer (which might include the items identified in Section 12.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Parcel or Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Owner prior written notice and an opportunity for a hearing in accordance with the

By-Laws, before levying any Specific Assessment under this subsection (b); and

(c) to cover the Parcel or Unit's pro rata share of any costs that the Association incurs in bringing the Service Area of which the Parcel or Unit is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Owners of Parcels or Units in the Service Area and an opportunity for such Owners to be heard before levying any such assessment.

14.5. Authority to Assess Owners; Time of Payment

(a) The Founder hereby establishes and the Association is hereby authorized to levy assessments as provided for in this chapter and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to a Parcel on the date: (i) the Parcel is made subject to this Charter; or (ii) the Board determines a budget and levies assessments pursuant to this section, whichever is later. The first annual Base Assessment and Service Area Assessment, if any, levied on each Parcel shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Parcel.

(b) Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Parcel and impose special requirements for Parcel Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year.

(c) If any Parcel Owner is delinquent in paying any assessments or other charges levied on his Parcel, the Board may require the outstanding balance on all assessments to be paid in full immediately. However, if requested by the delinquent Owner, the Board shall establish an alternative payment schedule consistent with Texas statutes by which the Owner may make payments to the Association to satisfy the delinquency, except that the Association shall not be required to enter into a payment plan with an Owner who has defaulted under the terms of a previous payment plan entered into within the preceding two years. The Board shall adopt and record guidelines for establishing the payment schedule under an alternative payment plan pursuant to this section.

14.6. Obligation for Assessments

Each Owner agrees to pay all assessments levied against his or her Parcel. If the Owner does not pay on time, that Owner will be charged late fees on all past due amounts. Owners may not claim a reduction in their assessments due to action or inaction by the Association.

(a) ***Personal Obligation***. Each Owner covenants and agrees to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum, subject to the limitations of Texas law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Parcel Owner and a lien upon each Parcel until paid in full; provided, in the case of a Parcel governed by a Parcel Association, the Association's lien shall be upon each Unit within the Parcel in a pro rata amount corresponding to the Unit's share of any unpaid assessment or other charge, as determined in accordance with the formula set forth in Exhibit "E." Notwithstanding the foregoing, an Owner shall not be liable for fees of a collection agent retained by the Association except as provided in Tex. Prop. Code Section 209.0064. Upon a transfer of title to a Parcel or a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of con-

veyance, except as otherwise provided in Section 14.7(c).

The Board's failure to fix assessment amounts or rates or to deliver or mail each Parcel Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Parcel Owner from the obligation to pay assessments. In such event, each Parcel Owner shall continue to pay Base Assessments and Service Area Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Parcel Owner shall be exempt from liability for assessments by non-use of Common Area, abandonment of a Parcel, or non-use of services provided to all Parcels within the Service Area to which the Parcel is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Parcel Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(b) ***Founder's Financial Obligations to Association***. The Founder shall be liable for assessments on any Parcels it owns that are subject to assessment under this section, except that during the Founder Control Period, the Founder may satisfy its obligation to pay Base Assessments, Service Area Assessments, and Special Assessments for Common Expenses or Service Area Expenses, as applicable, on Parcels it owns either by paying such assessments in the same manner as any other Parcel Owner, or by paying (i) any shortfall under the Common Expense budget resulting from events other than failure of other Parcel Owners to pay their assessments, and (ii) at the Founder's discretion, contributions to reserves. Unless the Founder otherwise notifies the Board in writing at least 30 days before the beginning of each fiscal year, the Founder shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. After termination of the Founder Control Period, the Founder shall pay Base or Service Area Assessments on any Parcels it owns that are subject to assessment under Section 14.5 in the same manner as any other Parcel Owner liable for such assessments.

Regardless of the Founder's election under this section, any of the Founder's financial obligations to the Association may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

As used in this subsection (b), "shortfall" means the difference between actual expenses and actual revenue.

14.7. Lien for Assessments

(a) ***Existence of Lien***. Commencing on the date each Parcel and each Unit first becomes liable for assessments under Section 14.5, the Association shall have a lien against such Parcel and Unit to secure payment of assessments, as well as interest, late charges (subject to the limitations of Texas law), and costs of collection (including attorneys' fees and expenses). Except as otherwise provided by Texas law (now or hereafter enacted), the Association's lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Parcel and the Unit.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Parcel or Unit the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of

the Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) ***Enforcement of Lien***. **Subject to Section 14.5 and this subsection (b), the Association's lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002 (Vernon 1984), as it may be amended, in like manner of any deed of trust on real property, after compliance with the procedures set forth in Chapters 51 and 209 of the Tex. Prop. Code, if applicable. Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Parcel or Unit to the Owner, a power of sale to be exercised in accordance with Tex. Prop. Code Ann. Section 51.002 (Vernon 1984), as it may be amended.** The Association shall not foreclose its lien if the debt secured by the lien consists solely of (i) fines or attorneys' fees associated with fines, or (ii) charges related to the compilation, production, or reproduction of information requested pursuant to the Owner's right to inspect the Association's books and records under the By-Laws.

The Association may bid for the Parcel or Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel or Unit. While a Parcel is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) the other Parcels shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Parcel had it not been acquired by the Association.

Subject to Section 14.5, the Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) ***Effect of Sale or Transfer***. Sale or transfer of any Parcel or Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Parcel or Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner of the foreclosed Parcel or Unit shall not be personally liable for assessments on such Parcel or Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units within the Parcel subject to assessment under Section 14.5, including such acquirer, its successors and assigns. Any such sale or transfer pursuant to foreclosure shall not relieve the purchaser or transferee of the Unit or Parcel from liability for, nor the Unit or Parcel so sold or transferred from the lien of, any assessments thereafter becoming due.

If an Owner does not pay his or her assessments on time, the Association may foreclose its lien on the Owner's Parcel or Unit, causing it to be sold to pay the past due assessments. The Association may also sue an Owner in court to recover past due assessments.

14.8. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Founder as are included in the Area of Common Responsibility;

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Property owned by any Parcel Association for the common use and enjoyment of its members, or owned by all of the members of a Parcel Association as tenants-in-common.

In addition, both the Founder and the Association shall have the right, but not the obligation, to grant exemptions to schools, houses of worship, hospitals, police or fire stations (or other similar public service uses), Parcels, or Units owned by Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code and used by such Persons for purposes listed in Section 501(c) of the Internal Revenue Code. Exemptions granted by the Founder shall be binding on the Association.

14.9. Use and Consumption Fees

The Association may offer services or facilities for which it does not recover its costs through assessments under this chapter. The Board may charge use and consumption fees to any Person who chooses to use or participate in such services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (*e.g.*, Owners and non-Owners).

14.10. Community Enhancement Fee

(a) ***Authority***. As an additional funding source, the Board may establish and collect a Community Enhancement Fee upon each transfer of title to a Parcel and Unit. The fee shall be charged to the seller of the Parcel or Unit, shall be payable to the Association at the closing of the transfer, and shall be secured by the Association's lien for assessments under Section 14.7.

(b) ***Fee Limit***. The Board shall have the sole discretion to determine the amount of and method of calculating the Community Enhancement Fee. The fee may be based upon a sliding scale that varies in accordance with the "gross selling price" of the property or any other factor the Board deems appropriate. However, the Community Enhancement Fee may not exceed 0.5% of the property's gross selling price. The gross selling price is the total cost to the purchaser, excluding transfer taxes and title fees imposed by the City of McKinney, Collin County, and/or the State of Texas. The current rate of the Community Enhancement Fee is set forth in Exhibit "E-2," which is subject to amendment by the Board from time to time.

(c) ***Purpose***. The Community Enhancement Fees shall be placed in a segregated account and used to provide funding for activities and such other purposes as the Board deems beneficial to the general good and welfare of Craig Ranch. For example, Community Enhancement Fees might be used in funding:

(i) programs and activities which enhance the welfare, benefit, and lifestyle of residents within and outside of Craig Ranch.

(ii) the preservation and maintenance of natural areas, wildlife preserves, or similar conservation areas and sponsorship of educational programs and activities that contribute to the overall understanding, appreciation, and preservation of the natural environment within and surrounding Craig Ranch;

(iii) programs, services, and activities which serve to promote a sense of community within Craig Ranch, such as recreational leagues, cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs; and

(iv) social services, educational programs, community outreach programs, and other charitable causes.

(d) ***Exempt Transfers***. Notwithstanding the above, no Community Enhancement Fee shall be levied upon transfer of title to a Parcel or Unit:

(i) by or to the Founder;

(ii) by a Parcel Developer designated by the Founder who held title solely for purposes of development and resale;

(iii) by a co-Owner to any Person who was a co-Owner immediately prior to such transfer;

(iv) to the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;

(v) to an entity wholly owned by the grantor or to a family trust created by the grantor for the benefit of grantor, his or her spouse, and/or heirs at law; provided, upon any subsequent transfer of an ownership interest in such entity, the Community Enhancement Fee shall become due;

(vi) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage; or

(vii) under circumstances which the Board, in its discretion, deems to warrant classification as an exempt transfer (*e.g.*, a transfer made solely for estate planning purposes may be, but is not required to be, deemed exempt from payment of the Community Enhancement Fee).

NOTES

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

You don't get harmony when everybody sings the same note.

Doug Floyd

Chapter 15
Easements

The easements created in this chapter establish the rights of Owners to use the Common Area and create various rights for the benefit of owners, the Founder, the Association, and others over property within the Community. Some of these rights are related to development and construction within the Community and on adjacent property, while others relate to the rights of Association to come upon property of others to fulfill its responsibilities and the interrelationships between the Community and the owners of adjacent property.

15.1. Easements in Common Area

An easement is one person's right to go onto the property of another.

The Founder grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) Certain Owners' rights to the exclusive use of those portions of the Common Area designated "Limited Common Area;" and

(d) The Board's right to:

(i) adopt rules regulating Common Area use and enjoyment, including rules limiting the number of guests who may use the Common Area, and to charge use fees for such use;

(ii) suspend an Owner's right to use Common Area facilities;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(v) rent any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;

(vi) permit use of any recreational facilities situated on the Common Area by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion;

(vii) permit use of any Common Area facilities, at such charge or no charge as the Board may determine appropriate, for the purpose of offering and conducting classes or other activities for interested Owners and occupants, whether offered on a for profit or nonprofit basis; and

(viii) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Parcel or Unit shall be deemed to have assigned all such rights to the lessee of such Parcel or Unit for the period of the lease.

15.2. Easements of Encroachment

An encroachment occurs when a person's home, fence, or other structure extends onto his or her neighbor's property. This section permits minor, inadvertent encroachments to remain.

The Founder grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel and any adjacent Common Area and between adjacent Parcels. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

15.3. Easements for Utilities and Other Infrastructure

(a) ***Installation and Maintenance***. During the Development and Sale Period, the Founder reserves for itself and grants to the Association and all utility providers, perpetual non-exclusive easements throughout Craig Ranch (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure, other Community Systems, security and similar systems, and drainage systems to serve Craig Ranch;

(ii) install walkways, pathways and trails, street lights, and signage on property the Founder or the Association owns or within public rights-of-way or easements reserved for such purpose on a recorded plat;

(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, the Founder reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) ***Specific Easements***. The Founder also reserves the non-exclusive right and power to grant and record such specific easements consistent with Section 15.3(a) as it deems necessary to develop the property described in Exhibits "A" and "B." The location of the specific easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) ***Minimal Interference***. All work associated with the exercise of the easements described in subsections (a) and (b) of this section shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Parcel, nor shall it unreasonably interfere with the use of any Parcel and, except in an emergency, entry onto any Parcel shall be made only after reasonable notice to the Parcel Owner or occupant of that portion of the Parcel for which entry is desired.

15.4. Easements to Serve Additional Property

The Founder hereby reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and

development of the property described in Exhibit "B," whether or not such property is made subject to this Charter. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property.

If the above easement grants permanent access to any property which is not submitted to this Charter, the Founder, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

15.5. Easements for Maintenance, Emergency, and Enforcement

The Association may come onto the exterior portions of a Parcel to do maintenance or to address violations of the covenants but will give prior notice unless there is an urgent need to enter the property before notice can be given.

By this Charter, the Founder grants to the Association easements over Craig Ranch as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2 and its enforcement rights under Section 9.2. The Association shall also have the right, but not the obligation, to enter upon any Parcel, including any Unit, for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

15.6. Easements for Lake and Pond Maintenance and Flood Water

The Founder and the Association have the right to access property adjacent to lakes, streams, and other water bodies to perform maintenance and for irrigation purposes. They also have the right to cause water levels in lakes or ponds in Craig Ranch to rise above normal. They will be responsible for repairing any damage they cause in so doing.

The Founder reserves for itself, the Association, and their respective successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Area of Common Responsibility to: (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. The Founder, the Association, and their respective successors, assigns, and designees shall have an access easement over and across any portion of Craig Ranch which abuts or contains bodies of water or wetlands, to the extent reasonably necessary to exercise their rights under this section.

The Founder further reserves for itself, the Association, and their respective successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area, Parcels, and Units (but not the dwellings thereon) adjacent to or within 50 feet of bodies of water and wetlands within Craig Ranch, in order to: (a) temporarily flood and back water upon and maintain water over such property; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and

(c) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make the Founder or any other Person liable for damage resulting from flooding due to weather events or other natural occurrences.

15.7. Easements for Golf Course

If the golf course is close to your Parcel or Unit, you can expect that golf balls and people will come near your property. This section puts Owners on notice that activities relating to the golf course will affect property next to the golf course.

The Community is burdened with an easement permitting golf balls unintentionally to come upon areas adjacent to or in the vicinity of the golf course, and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Parcel Association, or the exterior portions of a Parcel or Unit to retrieve errant golf balls. However, if any Parcel or Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Founder; the Association or its members (in their capacities as such); VCIM Partners, L.P., its successors, successors-in-title to the golf course, or assigns; any parcel developer or contractor (in their capacities as such); any officer, director, or partner of any of the foregoing, or any officer or director of any partner.

The owner of the golf course within or adjacent to any portion of Craig Ranch, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair, and replacement of its golf course.

Any portion of Craig Ranch immediately adjacent to the golf course is hereby burdened with a non-exclusive easement in favor of the golf course for overspray of water from the irrigation system serving such golf course. **Under no circumstances shall the Association or the owner of such golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.**

The owner of the golf course within or adjacent to any portion of Craig Ranch, its successors and assigns, shall have a perpetual, exclusive easement of access over Craig Ranch for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from its golf course.

15.8. Easements for Access to Cemetery

The Founder grants to the general public a perpetual, non-exclusive easement for access, ingress and egress over such roadways within the Community as are necessary to gain access by the most direct route available to the cemetery located within or adjacent to the Community, for the limited purpose of visiting and maintaining the cemetery. This easement shall be subject to such reasonable rules as the Association may adopt and shall be exercised with a minimum degree of interference with the rights of Owners and occupants of Parcels and Units to quiet enjoyment of their Units and the Common Areas.

Chapter 16
Private Amenities

Various recreational and other facilities are or may be located within or in the vicinity of the Community that are privately owned and operated by Persons other than the Association. Those facilities are not part of the Common Area of the Community and ownership of property in the Community does not give any person the right to use them. This chapter explains the right of the owners of those facilities to determine if and on what terms they wish to make their facilities available for use by Owners. It also establishes certain rights for the benefit of the owners of such facilities.

16.1. General

Property and facilities located within, adjacent to, or near Craig Ranch which Persons other than the Association own and operate for recreational and related purposes are "**Private Amenities**." The Private Amenities shall include, without limitation, the Tournament Players Club golf course ("**TPC Golf Course**") that is so located and its related and supporting facilities and improvements.

Neither membership in the Association nor ownership or occupancy of a Parcel or Unit shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as the owners of the Private Amenities may determine. Private Amenity owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

16.2. Conveyance of Private Amenities

All Persons, including Owners, are hereby advised that no representations or warranties have been or are made by the Founder, the Association, any Parcel Developer, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity. No purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Ownership or operation of the Private Amenity may change at any time by virtue of, but without limitation: (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private Amenity to one or more Founder Affiliates. Consent of the Association, any Parcel Association, or any Owner shall **not** be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.

16.3. Rights of Access and Parking

There is hereby established for the benefit of the TPC Golf Course and its members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within Craig Ranch reasonably necessary to travel between the entrance to Craig Ranch and the TPC Golf Course and over those portions of

Craig Ranch (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the TPC Golf Course. Without limiting the generality of the foregoing, members, guests, and invitees of the TPC Golf Course shall have the right to park their vehicles on the roadways located within Craig Ranch at reasonable times before, during, and after tournaments and other similar functions held by or at the TPC Golf Course to the extent that the TPC Golf Course has insufficient parking to accommodate such vehicles.

The Founder, during the Development and Sale Period, or the Board may extend the rights afforded under this section to other Private Amenities on a temporary or permanent basis.

16.4. Cost Sharing

The Association may enter into a contractual arrangement or covenant to share costs with any Private Amenity obligating the Private Amenity to contribute funds for, among other things, shared property or services and/or a higher level of Common Area maintenance.

16.5. Design Control

No person shall approve any improvement to any portion of Craig Ranch which is adjacent to or otherwise in the direct line of sight of the TPC Golf Course without giving the owner of the TPC Golf Course at least 15 days' prior written notice of its intent to approve the same together with copies of the request and all other documents and information finally submitted in such regard. The owner of TPC Golf Course shall then have 15 days to respond in writing approving or disapproving the proposal, stating in detail the reasons for any disapproval. The failure of the owner of the TPC Golf Course to respond to the notice within the 15-day period shall constitute a waiver of its right to object to the matter. This section shall also apply to any work on the Common Area or any common property or common elements of a Parcel Association.

16.6. Limitations on Amendments

In recognition of the fact that the provisions of this chapter are for the benefit of the Private Amenities, no amendment to this chapter, and no amendment in derogation of any other provisions of this Charter benefiting any Private Amenity, may be made without the written approval of the owner of Private Amenity, if such amendment would materially adversely impact the rights afforded the Private Amenity. However, the foregoing shall not apply to the Founder's amendments.

16.7. Jurisdiction and Cooperation

It is the Founder's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of Craig Ranch and the Private Amenities and that each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines.

NOTES

Chapter 17
Disclosures and Waivers

This chapter discloses some important information about the Community for the benefit of prospective purchasers of property in the Community. Each Owner, by accepting a deed to property in the Community, also accepts and agrees to the matters set forth in this chapter.

17.1. Facilities and Services Open to the Public

Certain facilities and areas within Craig Ranch may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. The Founder may be dedicate such areas to the public or the Founder may designate such facilities and areas as open to the public at the time the Founder makes them a part of the Area of Common Responsibility. Thereafter, the Board may designate portions of the Common Area as being available for public use at any time.

In addition, the Founder may accept funds from the City of McKinney for the development of parks or other areas within Craig Ranch. As a condition of the City providing such funds, such parks or other areas may be required to be open for the use and enjoyment of the public.

Subject to any restrictions imposed by the City of McKinney or other governmental authorities, public use of any Common Area facilities shall be subject to reasonable regulation by the Association.

17.2. Safety and Security

Each Owner and occupant of a Parcel or Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Craig Ranch. The Association may, but shall not be obligated to, maintain or support certain activities within Craig Ranch designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. **However, neither the Association nor the Founder shall in any way be considered insurers or guarantors of safety or security within Craig Ranch, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.**

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to Craig Ranch, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. **Each Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of such Owner's Parcel or Unit, that the Association, its Board, officers and committees, and the Founder are not insurers or guarantors of security or safety, and that each Person within Craig Ranch assumes all risks of personal injury and loss or damage to property resulting from acts of third parties.**

17.3. Changes in Master Plan

Each Owner acknowledges that Craig Ranch is a master planned community, the development of which is likely to extend over many years, and agrees that neither the Association nor any Parcel Association shall engage in, or use Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within Craig Ranch, or (b) changes in

the Master Plan as it relates to property outside Craig Ranch, without the Founder's prior written consent.

17.4. View Impairment

Neither the Founder nor the Association guarantee or represent that any view over and across the Parcels, any open space within the Community, or any golf course or other Private Amenity will be preserved without impairment. The Founder, Founder Affiliates, the Association, and any Private Amenity owner shall have no obligation to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association (with respect to the Common Area) and Private Amenity owners (with respect to any Private Amenity) have the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

Any golf course owner may, in its discretion, but shall not be obligated to, change the location, size, configuration, landscaping, topography, hydrology, and elevation of the tees, bunkers, fairways, greens, buildings, improvements, landscaping, and water features on such golf course. Any such additions or changes to such golf course may diminish or obstruct the view from the Parcels and the Units and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

17.5. Notices and Disclaimers as to Community Systems

Each Owner acknowledges that interruptions in cable television and other Community Systems and services will occur from time to time. The Founder, Founder Affiliates, or any of their respective successors or assigns shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

17.6. Entertainment Districts

The Founder may designate properties located within or adjacent to Craig Ranch, including areas along State Highway 121 and Alma Road, as "**Entertainment Districts**" in accordance with local zoning regulations. The use and operation of establishments within such Entertainment Districts (including, without limitation, permitted uses, hours of operation, liquor sales, etc.) shall be subject to regulation by the City of McKinney, and it is the Founder's intention that properties within an Entertainment District be permitted to operate to the full extent permitted by law, notwithstanding anything to the contrary in the Governing Documents. To the extent that City ordinances regulate operation and use of establishments in such Entertainment Districts, the City ordinances shall take precedence over any rules or regulations in the Governing Documents affecting an Entertainment District.

17.7. Assumption of Risk and Indemnification

By purchasing a Parcel or Unit in the vicinity of any Private Amenity or other property reserved for commercial or non-residential use and open to the general public, each Owner expressly assumes the risk of noise, personal injury, death, or property damage caused by maintenance and operation of such property, including, without limitation: (a) noise from the permitted operations of such use; (b) noise caused by the permitted users of such property; and (c) reduction in privacy caused by traffic (including non-residents of Craig Ranch) to or from such property.

Each Owner agrees that Founder, the Association, any Private Amenity owner(s), and any Founder Affiliates or agents shall not be liable to any Owner or any other Person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, death, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of Owner's Parcel or Unit to the Private Amenity or non-residential property, including, without limitation, any claim arising in whole or in part from the negligence of the Founder, any Founder Affiliates or agents, or the Association. The Owner agrees to indemnify and hold harmless Founder, Founder Affiliates and agents, and the Association against any and all such claims by Owner's visitors, tenants, and others upon such Owner's Parcel or Unit. The indemnity and hold harmless obligations set forth above shall not apply to entities which by law are prohibited from fulfilling said obligations, such as public school districts.

NOTES

Chapter 18
Rights of Lenders

In order to enhance each Owner's ability to obtain financing for the purchase of his or her property, this chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages in Craig Ranch. The provisions of this chapter apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.

18.1. Notices of Action

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

(a) Any condemnation loss or any casualty loss which affects a material portion of Craig Ranch or which affects any Parcel or Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

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

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

18.2. Special Freddie Mac Provisions

If a condominium has been established in Craig Ranch, then so long as required by Freddie Mac, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Parcel Owners representing at least 67% of the total votes in the Association consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against any Owner (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of Craig Ranch regarding assessments for Service Areas or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Charter);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Parcels or Units and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not

constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Charter; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

18.3. Other Provisions for First Lien Holders

To the extent not inconsistent with Texas law:

(a) Any restoration or repair of Craig Ranch after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Charter and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which more than 50% of the total Equivalent Units allocated under Exhibit "E" to the Parcels or Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Parcels or Units to which more than 50% of the total Equivalent Units allocated under Exhibit "E" to the Parcels or Units subject to Mortgages held by such Eligible Holders are allocated.

18.4. Amendments to Documents

The following provisions do not apply to amendments to the Governing Documents or termination of the Association as a result of destruction, damage, or condemnation pursuant to Section 18.3(a) and (b), or to the addition of land in accordance with Chapter 19.

(a) The consent of Parcel Owners representing at least 67% of the total votes in the Association and of the Founder, so long as it owns any land subject to this Charter, and the approval of the Eligible Holders of first Mortgages on Units to which at least 67% of the total Equivalent Units allocated to the Parcels or Units subject to a Mortgage appertain, shall be required to terminate the Association.

(b) The consent of Parcel Owners representing at least 67% of the total votes in the Association and of the Founder, so long as it owns any land subject to this Charter, and the approval of Eligible Holders of first Mortgages on Parcels or Units to which more than 50% of the total Equivalent Units allocated to the Parcels or Units subject to a Mortgage appertain, shall be required materially to amend any provisions of the Charter, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area;

(iv) insurance or fidelity bonds;

(v) rights to use the Common Area;

(vi) responsibility for maintenance and repair of property in Craig Ranch;

(vii) expansion or contraction of Craig Ranch or the addition, annexation, or withdrawal of property to or from the Association's jurisdiction;

(viii) boundaries of any Parcel or Unit;

(ix) leasing of Parcels or Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or

(xii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

18.5. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Parcel or Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

18.6. Notice to Association

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel or Unit.

18.7. Failure of Mortgagee to Respond

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 60 days after the Mortgagee actually receives proper notice of the proposal by certified or registered mail, return receipt requested.

18.8. Construction of Chapter 18

Nothing contained in this chapter shall be construed to reduce the percentage vote that must otherwise be obtained under this Charter, the By-Laws, or Texas law for any of the acts set out in this chapter.

18.9. Amendment by Board

The purpose of this Chapter 18 is to facilitate financing of Residential Parcel and Residential Unit purchases by compliance with secondary mortgage market requirements for standards for condominiums and planned unit developments. Should any institutional or governmental lender, purchaser, insurer, or guarantor of residential mortgage loans, including, for example, Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, or the Department of Veterans Affairs, eliminate, create, or otherwise revise any of their respective requirements for making, purchasing, insuring, or guaranteeing mortgage loans on Residential Parcels and Residential Units, the Board, without approval of the Parcel Owners or Mortgagees, may cause an amendment to this chapter to be recorded to conform to such revised requirements.

Any amendment adopted by the Board in accordance with this section shall comply with the provisions of Tex. Prop. Code Section 205.004. Each Owner, by accepting title to a Parcel or Unit, and each Mortgagee, by accepting a Mortgage on a Parcel or Unit, acknowledges and agrees to such amendments and grants to the Board the authority to make changes to this Chapter 18 as contemplated by this section.

NOTES

PART FIVE: COMMUNITY DEVELOPMENT

The rung of a ladder was never meant to rest upon, but only to hold a man's foot long enough to enable him to put the other somewhat higher.

Thomas Henry Huxley

Chapter 19
Expansion of the Community

Due to the need to pace development to the needs of the Community and the market demand for Parcels or Common Areas, the Community may be developed in phases. The Founder or the Association may expand the initial property submitted to the Charter as set forth in this chapter.

19.1. Expansion by Founder

From time to time, the Founder may submit to the terms of this Charter all or any portion of the property described in Exhibit "B" by recording a Supplement describing the additional property to be submitted. The Founder may record such a Supplement without the consent of any Person except the owner of such property, if not the Founder.

From time to time, the Founder may submit to the terms of this Charter property previously subjected to restrictive covenants which specifically provide for a mechanism by which the owners of said property may vote to have said property subjected to the Charter and for said owners to become members of the Association. So long as the terms and provisions contained within said restrictive covenants have been complied with fully to accomplish the expansion of the Charter to said property, and the Founder consents in writing to such expansion by executing and recording a Supplement, the Charter shall be in full force and effect with respect to the property already subject to said restrictive covenants.

The Founder's right to expand Craig Ranch under this section expires when all property described in Exhibit "B" has been submitted to this Charter or March 12, 2039, whichever is earlier. Until then, the Founder may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Founder.

Nothing in this Charter shall require the Founder or any successor to submit additional property to this Charter or to develop any of the property described in Exhibit "B" in any manner whatsoever.

19.2. Expansion by the Association

The Association also may submit additional property to this Charter by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by Parcel Owners representing more than 50% of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Founder's consent is required. The Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

19.3. Additional Covenants and Easements

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. If someone other than the Founder owns the property, then the Supplement must be signed by such owner evidencing such owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it ap-

plies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

19.4. Effect of Filing a Supplement

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Charter shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Charter.

NOTES

Chapter 20
Additional Rights Reserved to the Founder

This chapter reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the Founder's development and sale of property in the Community, to enable the Founder to respond to Owners' concerns, and to protect various property rights and other interests of the Founder.

20.1. Withdrawal of Property

During the Development and Sale Period, the Founder may amend this Charter to remove any unimproved portion of Craig Ranch from the coverage of this Charter, provided such withdrawal does not reduce the total number of Parcels then subject to the Charter by more than 10%. "Unimproved" means that no permanent structure has yet been completed on the property. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Founder. If the property is Common Area, the Association shall consent to such withdrawal.

20.2. Marketing and Sales Activities

Notwithstanding anything in the Governance Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Parcels or Units. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Founder and its employees, agents, and designees may park vehicles in designated parking areas.

20.3. Right to Make Improvements, Replat

During the Development and Sale Period, the Founder and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area and to the Exhibit "B" property as it deems appropriate.

In addition, during the Development and Sale Period, the Founder may replat property that it owns and convert Parcels or Units it owns into Common Area.

20.4. Right to Approve Changes in Craig Ranch Standards

During the Development and Sale Period, no amendment to or modification of any Rules or Design Guidelines shall be effective without prior notice to and the written approval of the Founder.

20.5. Additional Covenants and Restrictions

During the Development and Sale Period, no one other than the Founder may record any additional covenants or restrictions affecting any portion of the Community without the Founder's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

20.6. Exclusive Rights to Use Name of Development

No Person shall use the name "Craig Ranch" or any derivative of such name or in any logo or depiction associated with Craig Ranch in any printed or promotional material without the Founder's prior written consent. However, Owners may use the name "Craig Ranch" in printed or promotional matter where such term is used solely to specify that particular property is located within Craig Ranch, and the Association shall be entitled to use the word "Craig Ranch" in its name.

20.7. Community Systems

The Founder reserves for itself, Founder Affiliates, and their respective successors and assigns, a perpetual right and easement over all property in Craig Ranch to install and operate such Community Systems as the Founder, in its discretion, deems appropriate to serve any portion of the Community. Such right shall include, without limitation, the Founder's right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services in the region. The Founder also has the right to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Notwithstanding the above, there is no guarantee or representation that any particular Community System will be made available.

20.8. Easement to Inspect and Right to Correct

The Founder, or someone it designates, may enter onto any Parcel or Unit to inspect and correct problems with the Parcel or Unit. The Founder must give the Owner of the Parcel or Unit prior notice, and if entering an enclosed structure on the Parcel or Unit, obtain the Owner's prior consent unless it is an emergency.

During the Development and Sale Period, the Founder reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the property within Craig Ranch, including Parcels and Units, and a perpetual nonexclusive easement of access throughout Craig Ranch to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a structure on a Parcel or Unit shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Parcel or Unit.

20.9. Right to Notice of Design or Construction Claims

During the Development and Sale Period, no Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Craig Ranch in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless the Founder and the Parcel Developer involved in the design or construction have been first notified in writing and given an opportunity to meet with

the owner of the property to discuss the Owner's concerns and conduct their own inspection.

NOTES

20.10. Right to Transfer or Assign the Founder's Rights

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation nor enlarge a right beyond that which Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

20.11. Termination of Rights

The rights contained in this chapter shall be perpetual unless otherwise limited to the Development and Sale Period. Any of the Founder's rights may be voluntarily terminated by the Founder's recording of a written statement specifying such intent to terminate.

The very essence of leadership is that you have to have a vision. Theodore Hesburgh

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

There are many ways of going forward, but only one way of standing still.
Franklin D. Roosevelt

Chapter 21
Dispute Resolution and Limitation on Litigation

From time to time, disputes may arise between Owners, or between an Owner and the Association, the Founder, or others in the Community. This chapter commits the parties to any such a dispute to work together in an attempt to resolve the dispute without litigation, in order to facilitate the prompt resolution of such disputes in a manner that respects and builds upon the relationships between the parties. It also requires substantial support of the Association's membership before the Association can engage in certain types of litigation that could result in significant legal and emotional costs to the Community.

21.1. Agreement to Encourage Resolution of Disputes Without Litigation

(a) ***Bound Parties***. The Founder, the Association and its officers, directors, and committee members, all Persons subject to this Charter, and any Person not otherwise subject to this Charter who agrees to submit to this chapter (collectively, "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 21.2 in a good faith effort to resolve such Claim.

(b) ***Claims***. As used in this chapter, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of Improvements within the Community, other than matters of aesthetic judgment under Chapter 6, which shall not be subject to review and shall not be subject to this chapter.

(c) ***Exceptions***. The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 21.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Charter (relating to creation and maintenance of community standards);

(iii) any suit that does not include the Founder or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute which affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 21.2; and

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 21.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this chapter.

21.2. Dispute Resolution Procedures

(a) ***Notice***. The Bound Party asserting a Claim ("**Claimant**") against another Bound Party ("**Respondent**") shall give written notice ("**Notice**") by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

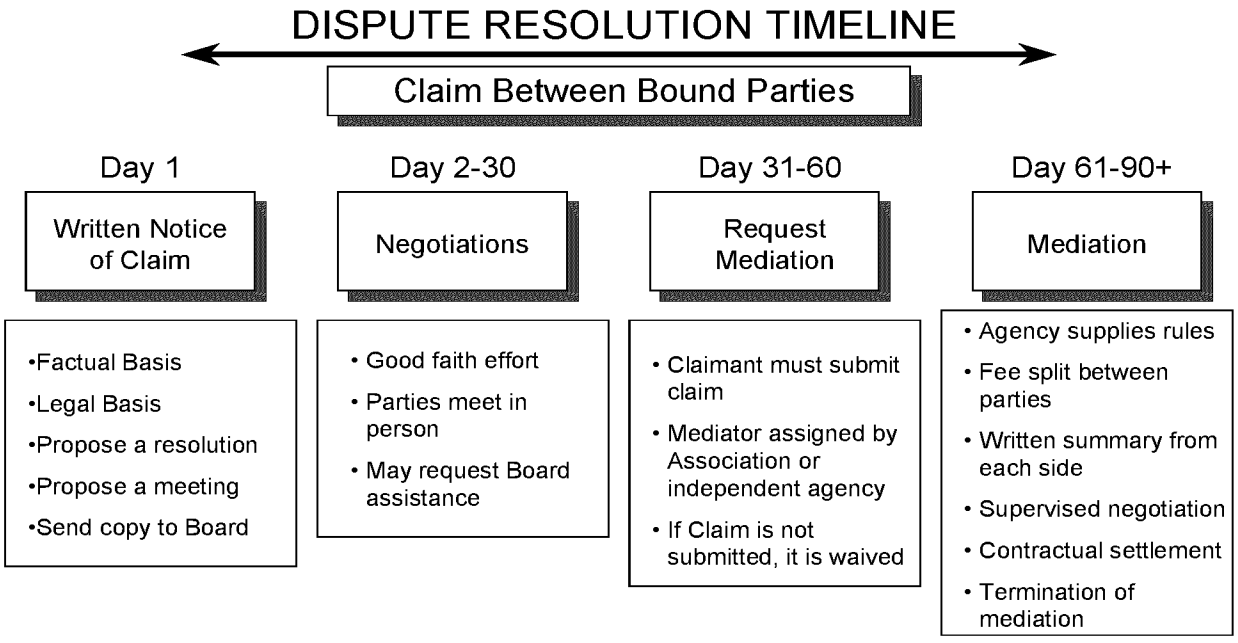
(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) ***Negotiation***. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) ***Mediation***. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Collin County area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initi-



ate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall pay an equal share of the mediator's fees.

(d) ***Settlement***. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

21.3. Initiation of Litigation by Association

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Parcel Owners entitled to cast 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

(a) initiated during the Founder Control Period;

(b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Problems cannot be solved at the same level of awareness that created them. Albert Einstein

NOTES

Chapter 22
Changes in the Common Area

Various influences and circumstances within and outside the Community may give rise to a need or desire to make changes in the ownership of or rights to use Common Area. This chapter explains the procedures for dealing with matters such as changing use rights in Common Area or Limited Common Area, partition of the Common Area, and condemnation.

22.1. Assignment and Reassignment of Limited Common Area

The Board may designate a portion of the Common Area as Limited Common Area, and may reassign Limited Common Area, upon approval of the Board and the vote of Members representing a majority of the total votes in the Association, including a majority of the votes attributable to Parcels to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require the Founder's written consent.

Upon approval of a majority of Owners of Parcels to which any Limited Common Area is assigned, the Association may permit Owners of other Parcels to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

22.2. Condemnation

A governmental entity such as a town, county, or state has the power to condemn property for its own uses but generally has to pay the value of the property to do so.

If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Association in lieu of and under threat of condemnation with such approval as may be required under Section 22.4, each Parcel Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Founder, during the Development and Sale Period, and Parcel Owners representing at least 75% of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 11.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 22.4.

22.3. Partition

Partition is a legal action in which a party requests to have a portion of one interest in property split off so that the party can possess that portion or interest separately from other parties who have rights in the property.

Except as permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any por-

tion of the Common Area without the written consent of all Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 22.4.

22.4. Transfer or Dedication of Common Area

The Association may dedicate portions of the Common Area to Collin County, Texas, the City of McKinney, or to any other local, state, or federal governmental or quasi-governmental entity, may subject Common Area to a security interest, or may transfer or convey Common Area as follows:

(a) if Common Area other than Limited Common Area, upon the written direction of Parcel Owners representing at least 75% of the total votes in the Association, and the Founder during the Development and Sale Period; or

(b) if Limited Common Area, upon written approval of Parcel Owners representing at least 75% of the votes allocated in accordance with Exhibit "E" to the Parcels or Units to which such Limited Common Area is assigned.

The proceeds from the sale or mortgaging of Common Area other than Limited Common Area shall be an asset of the Association to be used as the Board determines. The proceeds from the sale or mortgaging of Limited Common Area shall be disbursed in the manner approved by the Owners of Parcels or Units to which the Limited Common Area is assigned at the time such sale or mortgage is authorized.

No conveyance or encumbrance of Common Area may deprive any Parcel or Unit of rights of access or support.

Anyone who has never made a mistake has never tried anything new. Albert Einstein

NOTES

Chapter 23
Termination and Amendment of Community Charter

As the Community matures and grows, the rules by which it is governed must be flexible enough to adapt to changes in the development plan, as well as changes in the needs and desires of the Community that inevitably will occur. This chapter sets out procedures by which either the Founder or the Owners as a group may amend this Charter to address such changes.

23.1. Term and Termination

This Charter is intended to have perpetual duration. However, in the event Texas law limits the period during which covenants may run with the land, any provision of this Charter affected by such law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for equally as long successive periods, unless terminated by at least 75% of the then Owners signing a document stating that this Charter is terminated and that document is recorded within the year before any extension. In addition, so long as the "Subdivision Regulation" of the City of McKinney, City of McKinney Code §40-1, *et seq.*, requires the Association to maintain the Common Area in perpetuity, the Charter may not be terminated without the express written consent of the City of McKinney.

If any provision of this Charter would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

23.2. Amendment

(a) ***By Founder***. During the Founder Control Period, the Founder may unilaterally amend this Charter if such amendment is necessary: (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Parcels or Units; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, or the Department of Veterans Affairs, to make, purchase, insure, or guarantee mortgage loans on the Units; (iv) to satisfy the requirements of any local, state, or federal governmental agency; or (v) to clarify or correct technical, typographical, or scrivener's errors. However, any amendment under this paragraph shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

In addition, during the Development and Sale Period, the Founder may unilaterally amend this Charter for any other purpose, provided the amendment has no material adverse effect upon the rights of more than 2% of the Parcel Owners.

(b) ***By Owners***. Except as otherwise specifically provided above and elsewhere in this Charter, this Charter may be amended only by the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing 67% of the total votes in the Association. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of af-

firmative votes required for action to be taken under that clause.

Any amendment pursuant to this subsection (b) shall be prepared, executed, certified, and recorded on the Association's behalf by any officer designated for such purpose or, in the absence of such designation, by the Association's President.

(c) ***Validity and Effective Date.*** No amendment may remove, revoke, or modify any right or privilege of the Founder or the Founder Member without the written consent of the Founder or the Founder Member, respectively (or the assignee of such right or privilege). In addition, the approval requirements set forth in Chapter 18 shall be met, if applicable. Additionally, no amendment may specifically remove, revoke, or materially adversely affect the right of a Non-Residential Parcel or Unit Owner to continue operating a permitted business within a Non-Residential Parcel or Unit or, by design, materially adversely impact a Non-Residential Parcel or Unit Owner's permitted operations, without the consent of such Non-Residential Parcel or Unit Owner.

If a Parcel Owner consents to any amendment to this Charter or the By-Laws, it will be conclusively presumed that such Parcel Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Parcel Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(d) ***Exhibits.*** Exhibits "A," "B," and "G" are incorporated by this reference, and this chapter shall govern amendment of those exhibits, except as otherwise provided in the exhibit. Exhibit "C" is incorporated by this reference and may be amended under Chapter 8 or pursuant to this Section 23.2. Exhibit "F" is incorporated by this reference and may be amended in accordance with Chapter 6. All other exhibits are attached for informational purposes only and may be amended as provided in those exhibits or in the provisions of this Charter that refer to such exhibits.

Don't ever take a fence down until you know why it was put up. Robert Frost

NOTES

IN WITNESS WHEREOF, this Amended and Restated Community Charter for Craig Ranch and Amended and Restated By-Laws of Craig Ranch Community Association are hereby executed by VCIM Partners, L.P., in its capacity as the Founder, by and through two managers of its general partner.

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

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

By: _____
David H. Craig, Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 4th day of JUNE, 2018, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company, on behalf of the company in its capacity as the general partner of VCIM Partners, L.P., a Texas limited partnership, on behalf of the limited partnership.

[Notarial Seal]

SANDRA D. MAYO
Notary Public
STATE OF TEXAS
Notary ID # 12903577-4
My Comm. Exp. June 27, 2020

_____
Notary Public, State of Texas

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

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

By: Robert J Holcomb
Robert J. Holcomb, Manager

STATE OF ~~MISSOURI~~ TEXAS §
§
COUNTY OF ~~JACKSON~~ COLLIN §

This instrument was acknowledged before me on this 4th day of JUNE, 2018, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company, on behalf of the company in its capacity as the general partner of VCIM Partners, L.P., a Texas limited partnership, on behalf of the limited partnership.

Sandra D Mayo
Notary Public, State of ~~Missouri~~ TEXAS

[Notarial Seal]

SANDRA D. MAYO
Notary Public
STATE OF TEXAS
Notary ID # 12903577-4
My Comm. Exp. June 27, 2020

EXHIBIT "A"

Land Initially Submitted

[attached]

TRACT 1

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

BEGINNING at an "X" found in concrete, said point being the southeast corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 00 degrees 21 minutes 35 seconds West, 1256.02 feet along the west line of said Tract Two and along the east line of said Custer Road to a one-half inch iron rod found for corner, said point being the southwest corner of that tract of land conveyed to Redeemer Presbyterian Church of McKinney as recorded in Volume 4067, Page 100, Collin County Deed Records;

THENCE North 89 degrees 25 minutes 52 seconds East, 1123.39 feet along the north line of said Tract Two to a one-half inch iron rod set for corner;

THENCE South 00 degrees 35 minutes 12 seconds East, 1255.92 feet to a one-half inch iron rod set for corner in the south line of said Tract Two, said point being in the north line of said Watan tract and in the south line of the G. Baccus Survey, Abstract No. 95;

THENCE South 89 degrees 25 minutes 35 seconds West, 1128.36 feet along the north line of said Watan tract and the south line of the G. Baccus Survey to the POINT OF BEGINNING and containing 1,414,064 square feet or 32.462 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 2

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

COMMENCING at an "X" found in concrete, said point being the southwest corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 89 degrees 25 minutes 35 seconds East, 1128.36 feet along the south line of said Tract Two and along the north line of said Watan tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE North 00 degrees 35 minutes 12 seconds West, 1255.92 feet to a one-half inch iron rod set for corner in the north line of said Tract Two;

THENCE North 89 degrees 25 minutes 52 seconds East, 491.96 feet along the north line of said Tract Two to a one-half inch iron rod found for corner, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

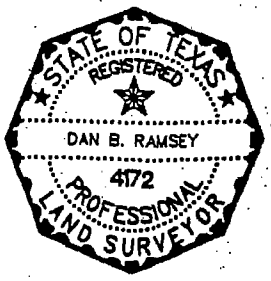
THENCE along the west line of said 153.80 acre tract as follows:
South 00 degrees 36 minutes 22 seconds West, 583.50 feet to a one-half inch iron rod found for corner;
South 32 degrees 43 minutes 48 seconds East, 758.92 feet to a five-eighths inch iron rod found for corner;
North 89 degrees 24 minutes 49 seconds East, 30.81 feet to a five-eighths inch iron rod found for corner;
South 00 degrees 35 minutes 11 seconds East, 30.01 feet to a five-eighths inch iron rod found for corner in the south line of said Tract Two, said point being in the north line of said Watan tract;

THENCE South 89 degrees 25 minutes 35 seconds West, 914.40 feet along the south line of said Tract Two and along the north line of said Watan tract to the POINT OF BEGINNING and containing 748,894 square feet or 17.192 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172



TRACT 3

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 18, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2997, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 285.346 acre tract, said point being the southwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE North 89 degrees 23 minutes 08 seconds East, 2646.02 feet to a one-half inch iron rod set at the northeast corner of said 285.346 acre tract, said point being the southeast corner of said Watan tract, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 285.346 acre tract as follows:

South 00 degrees 43 minutes 22 seconds East, 2002.44 feet to a five-eighths inch iron rod found for corner, said point being the most southerly southwest corner of said 153.80 acre tract;

South 00 degrees 44 minutes 02 seconds East, 40.44 feet to a one-half inch iron rod set for corner, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records;

THENCE South 80 degrees 49 minutes 26 seconds West, 208.32 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 147.41 feet along a curve to the right having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears South 84 degrees 50 minutes 45 seconds West, 147.28 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 52 minutes 03 seconds West, 2286.65 feet to a one-half inch iron rod set for corner in the west line of said 285.346 acre tract, said point being in the east line of Custer Road;

THENCE along the west line of said 285.346 acre tract and along the east line of Custer Road as follows:

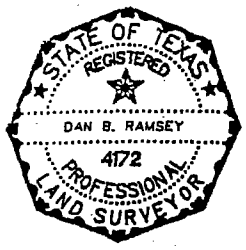
Northwesterly, 660.28 feet along a curve to the right having a central angle of 03 degrees 19 minutes 07 seconds, a radius of 11399.19 feet, a tangent of 330.23 feet, whose chord bears North 02 degrees 03 minutes 32 seconds West, 660.18 feet to a right-of-way monument found for corner;

North 00 degrees 22 minutes 17 seconds West, 1446.26 feet to the POINT OF BEGINNING and containing 5,545,250 square feet or 127.301 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172



TRACT 4

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 18, a part of the J.J. DRIGGERS SURVEY, ABSTRACT NUMBER 274, a part of the SHADRICK JACKSON SURVEY, ABSTRACT NUMBER 489, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2997, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2184, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set at the southwest corner of said 285.346 acre tract, said point being in the north line of that 46.686 acre tract of land conveyed to Mixon Investment Company as recorded in Volume 785, Page 169, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE along the west line of said 285.346 acre tract and along east line of Custer Road as follows:
North 02 degrees 19 minutes 38 seconds East, 442.80 feet to a Right-of -Way monument found for corner;
Northwesterly, 1414.04 feet along a curve to the left having a central angle of 07 degrees 02 minutes 00 seconds, a radius of 11519.19 feet, a tangent of 707.91 feet, whose chord bears North 01 degrees 11 minutes 34 seconds West, 1413.15 feet to a to a Right-of -Way monument found for corner;
North 04 degrees 42 minutes 34 seconds West, 606.51 feet to a Right-of -Way monument found for corner;
Northwesterly, 201.25 feet along a curve to the right having a central angle of 01 degrees 00 minutes 42 seconds, a radius of 11399.19 feet, a tangent of 100.63 feet, whose chord bears North 04 degrees 13 minutes 27 seconds West, 201.25 feet to a one-half inch iron rod set for corner;

THENCE North 88 degrees 52 minutes 03 seconds East, 2286.65 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 147.41 feet along a curve to the left having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears North 84 degrees 50 minutes 45 seconds East, 147.28 feet to a one-half inch iron rod set for corner;

THENCE North 80 degrees 49 minutes 26 seconds East, 208.32 feet to a one-half inch iron rod set for corner in the east line of said 285.346 acre tract, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records;

THENCE South 00 degrees 44 minutes 02 seconds East, 40.44 feet along the east line of said 285.346 acre tract to a five-eighths inch iron rod found for corner, said point being the northwest corner of that 79.46 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the west line of said 79.46 acre tract as follows:
South 00 degrees 52 minutes 05 seconds East, 759.39 feet to a five-eighths inch iron rod found for corner;
South 23 degrees 13 minutes 47 seconds East, 1372.14 feet to a five-eighths inch iron rod found for corner;
Southeasterly, 384.25 feet along a curve to the right having a central angle of 93 degrees 22 minutes 56 seconds, a radius of 235.76 feet, a tangent of 250.11 feet, whose chord bears South 70 degrees 00 minutes 04 seconds East, 343.11 feet to a five-eighths inch iron rod found for corner;
South 23 degrees 13 minutes 47 seconds East, 667.51 feet to a five-eighths inch iron rod found at the southwest corner of said 79 46 acre tract, said point being in the north line of that tract of land conveyed to the State of Texas as recorded in Volume 5355, Page 3032, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE South 66 degrees 18 minutes 55 seconds West, 1208.12 feet along the north line of State Highway No. 121 to a Right-of-Way monument found for corner, said point being in the west line of said 182.675 acre tract, said point being in the east line of that 30.347 acre tract of land conveyed to Mixon Investment Company as recorded in Volume 803, Page 446, Collin County Deed Records;

THENCE North 00 degrees 55 minutes 34 seconds West, 569.45 feet to a one-half inch iron rod found at the southeast corner of said 285.346 acre tract, said point being the northeast corner of said 30.347 acre tract;

THENCE South 89 degrees 00 minutes 28 seconds West, 2586.23 feet along the south line of said 285.346 acre tract to the POINT OF BEGINNING and containing 8,190,431 square feet or 188.026 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 5

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, a part of the WM. H. HOLIDAY SURVEY, ABSTRACT NUMBER 385, and being a part of that 74.980 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records, a part of that 75.074 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records, a part of that 126.568 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 70.3460 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found for corner in the east line of said 74.980 acre tract, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Lehner, et ux as recorded in Volume 1062, Page 107, Collin County Deed Records;

THENCE along the east line of said 74.980 acre tract and along the west line of said 130.945 acre tract as follows:
South 39 degrees 33 minutes 08 seconds West, 786.55 feet to a three-fourths iron pipe found for corner;
South 00 degrees 14 minutes 22 seconds East, 56.80 feet to a one-half inch iron rod set at the southwest corner of said 130.945 acre tract, said point being the northwest corner of said 126.568 acre tract;

THENCE North 89 degrees 16 minutes 47 seconds East, 363.54 feet along the north line of said 126.568 acre tract and along the south line of said 130.945 acre tract to a one-half inch iron rod set for corner;

THENCE South 25 degrees 40 minutes 22 seconds West, 564.83 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 181.69 feet along a curve to the right having a central angle of 37 degrees 06 minutes 46 seconds, a radius of 280.50 feet, a tangent of 94.16 feet, whose chord bears South 44 degrees 13 minutes 45 seconds West, 178.53 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 402.40 feet along a curve to the left having a central angle of 46 degrees 06 minutes 42 seconds, a radius of 500.00 feet, a tangent of 212.81 feet, whose chord bears South 39 degrees 43 minutes 47 seconds West, 391.63 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 152.73 feet along a curve to the right having a central angle of 31 degrees 11 minutes 50 seconds, a radius of 280.50 feet, a tangent of 78.31 feet, whose chord bears South 32 degrees 16 minutes 21 seconds West, 150.85 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 256.47 feet along a curve to the left having a central angle of 45 degrees 59 minutes 35 seconds, a radius of 319.50 feet, a tangent of 135.60 feet, whose chord bears South 24 degrees 52 minutes 29 seconds West, 249.64 feet to a one-half inch iron rod set for corner;

THENCE South 86 degrees 50 minutes 36 seconds East, 44.46 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 32 minutes 34 seconds West, 154.34 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 214.08 feet along a curve to the left having a central angle of 32 degrees 21 minutes 48 seconds, a radius of 379.00 feet, a tangent of 109.98 feet, whose chord bears South 15 degrees 37 minutes 51 seconds East, 211.24 feet to a one-half inch iron rod set for corner;

THENCE South 58 degrees 11 minutes 15 seconds West, 70.00 feet to a five-eighths inch iron rod found for corner in the east line 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 153.80 acre tract as follows:
Northwesterly, 177.21 feet along a curve to the right having a central angle of 22 degrees 36 minutes 49 seconds, a radius of 449.00 feet, a tangent of 89.77 feet, whose chord bears North 20 degrees 30 minutes 21 seconds West, 176.06 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 249.78 feet along a curve to the left having a central angle of 71 degrees 33 minutes 27 seconds, a radius of 200.00 feet, a tangent of 144.13 feet, whose chord bears North 44 degrees 58 minutes 39 seconds West, 233.86 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 244.03 feet along a curve to the right having a central angle of 65 degrees 20 minutes 14 seconds, a radius of 214.00 feet, a tangent of 137.22 feet, whose chord bears North 48 degrees 05 minutes 16 seconds West, 231.03 feet to a five-eighths inch iron rod found for corner;
North 15 degrees 25 minutes 09 seconds West, 645.72 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 213.53 feet along a curve to the left having a central angle of 01 degrees 29 minutes 51 seconds, a radius of 8170.00 feet, a tangent of 106.78 feet, whose chord bears North 16 degrees 10 minutes 04 seconds West, 213.53 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 1030.25 feet along a curve to the left having a central angle of 13 degrees 16 minutes 37 seconds, a radius of 4446.00 feet, a tangent of 517.44, whose chord bears North 14 degrees 59 minutes 34 seconds West, 1027.95 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 46.54 feet along a curve to the right having a central angle of 26 degrees 05 minutes 37 seconds, a radius of 100.00 feet, a tangent of 23.17 feet, whose chord bears North 08 degrees 35 minutes 04 seconds West, 45.15 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 132.23 feet along curve to the left having a central angle of 42 degrees 05 minutes 23 seconds, a radius of 180.00 feet, a tangent of 69.26 feet, whose chord bears North 16 degrees 34 minutes 57 seconds West, 129.26 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 216.12 feet along a curve to the left having a central angle of 09 degrees 45 minutes 00 seconds, a radius of 1270.00 feet, a tangent of 108.32 feet, whose chord bears North 42 degrees 30 minutes 08 seconds West, 215.86 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 366.84 feet along a curve to the right having a central angle of 33 degrees 54 minutes 01 seconds, a radius of 620.00 feet, a tangent of 188.96 feet, whose chord bears North 30 degrees 25 minutes 38 seconds West, 361.51 feet to a five-eighths inch iron rod found for corner;
North 13 degrees 28 minutes 38 seconds West, 550.77 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 186.47 feet along a curve to the right having a central angle of 11 degrees 46 minutes 45 seconds, a radius of 907.00 feet, a tangent of 93.56 feet, whose chord bears North 07 degrees 35 minutes 16 seconds West, 186.13 feet to a five-eighths inch iron rod found at the northeast corner of said 153.80 acre tract;

THENCE South 89 degrees 29 minutes 47 seconds West, 370.53 feet to a five-eighths inch iron rod found for corner in the west line of said 75.074 acre tract, said point being the northwest corner of said 153.80 acre tract;

THENCE North 00 degrees 50 minutes 14 seconds West, 60.07 feet to a point at the northwest corner of said 75.074 acre tract, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE North 89 degrees 05 minutes 13 seconds East, 50.56 feet to a point for corner in the north line of said 75.074 acre tract;

THENCE North 89 degrees 26 minutes 13 seconds East, 1793.67 feet to a point for corner in the north line of said 74.980 acre tract;

THENCE South 00 degrees 33 minutes 50 seconds East, 451.93 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 224.36 feet along a curve to the right having a central angle of 39 degrees 25 minutes 54 seconds, a radius of 326.00 feet, a tangent of 116.83 feet, whose chord bears South 19 degrees 09 minutes 31 seconds West, 219.96 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 195.44 feet along a curve to the left having a central angle of 40 degrees 52 minutes 06 seconds, a radius of 274.00 feet, a tangent of 102.09 feet, whose chord bears South 18 degrees 26 minutes 25 seconds West, 191.32 feet to a one-half inch iron rod set for corner;

TRACT 5

THENCE South 01 degrees 59 minutes 38 seconds East, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 837.65 feet along a curve to the right having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears South 82 degrees 55 minutes 37 seconds East, 834.56 feet to a one-half inch iron rod set for corner;

THENCE South 15 degrees 36 minutes 35 seconds West, 110.00 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 6.03 feet along a curve to the right having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears South 74 degrees 19 minutes 35 seconds East, 6.03 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 171.90 feet along a curve to the left having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears North 87 degrees 53 minutes 40 seconds East, 169.14 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 44 minutes 07 seconds East, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to the POINT OF BEGINNING and containing 4,327,308 square feet or 99.341 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

TRACT 6

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, and being a part of that tract of land described as Tract One conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records and being further described as follows:

COMMENCING at a one-half inch iron rod found for corner in the east line of said Tract One, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Lehner, et ux as recorded in Volume 1062, Page 107, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 07 seconds West, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE Southwesterly, 171.90 feet along a curve to the right having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears South 87 degrees 53 minutes 40 seconds West, 169.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 6.03 feet along a curve to the left having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears North 74 degrees 19 minutes 35 seconds West, 6.03 feet to a one-half inch iron rod set for corner;

THENCE North 15 degrees 36 minutes 35 seconds East, 110.00 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 837.65 feet along a curve to the left having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears North 82 degrees 55 minutes 37 seconds West, 834.56 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 59 minutes 38 seconds West, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 195.44 feet along a curve to the right having a central angle of 40 degrees 52 minutes 06 seconds, a radius of 274.00 feet, a tangent of 102.09 feet, whose chord bears North 18 degrees 26 minutes 25 seconds East, 191.32 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 224.36 feet along a curve to the left having a central angle of 39 degrees 25 minutes 54 seconds, a radius of 326.00 feet, a tangent of 116.83 feet, whose chord bears North 19 degrees 09 minutes 31 seconds East, 219.96 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 33 minutes 50 seconds West, 451.93 feet to a point for corner in the north line of said Tract One, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE along the north line of said Tract One as follows:
North 89 degrees 26 minutes 13 seconds East, 141.67 feet to a point for corner;
North 89 degrees 29 minutes 13 seconds East, 690.97 feet to a point at the northeast corner of said Tract One, said point being the northwest corner of said 130.945 acre tract;

THENCE South 00 degrees 44 minutes 07 seconds East, along the east line of said Tract One and along the west line of said 130.945 acre tract, at 39.70 feet passing a three-fourths inch iron pipe found, in all a total of 1095.89 feet to the POINT OF BEGINNING and containing 830,714 square feet or 19.070 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, a part of the WM. H. HOLIDAY SURVEY, ABSTRACT NUMBER 385, a part of the G. F. LUCAS SURVEY, ABSTRACT NUMBER 540, a part of the THOMAS PHILLIPS SURVEY, ABSTRACT NUMBER 717, a part of the JOHN PHILLIPS SURVEY, ABSTARCT NUMBER 718, and being a part of that 20.00 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2157, Collin County Deed Records, a part of that 9.8149 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2170, Collin County Deed Records, a part of that 126.568 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 70.3460 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 80.352 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2184, Collin County Deed Records, a part of that 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, a part of that 36.694 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5171, Page 3679, Collin County Deed Records, a part of that 15.00 acre tract of land conveyed to VCIM Partners, L.P. as recorded inv Volume 5210, Page 3934, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 126.568 acre tract, said point being the northeast corner of that tract of land conveyed to Windswept Place North, Ltd. as recorded in Document Number 96-0006535, Collin County Deed Records, said point being in the west line of North Texas Athletic Center at Craig Ranch, an addition to the City of McKinney as recorded in Cabinet P, Page 241, Collin County Plat Records;

THENCE South 89 degrees 36 minutes 05 seconds West, 1355.99 feet along the south line of said 126.568 acre tract to a railroad spike found for corner, said point being the northwest corner of said Windswept Place North tract;

THENCE South 00 degrees 52 minutes 02 seconds East, 2304.43 feet to a one-half inch iron rod found at the southeast corner of said 36.694 acre tract, said point being in the west line of that tract of land conveyed to Windswept Place South, Ltd. as recorded in Document Number 96-0006543, Collin County Deed Records, said point being in the north line of that tract of land conveyed to Flossie Floyd Green as recorded in Volume 442, Page 402, Collin County Deed Records;

THENCE South 89 degrees 20 minutes 13 seconds West, 1355.39 feet along the north line of said Green tract to a five-eighths inch iron rod found at the southwest corner of said 36.694 acre tract, said point being in the east line of said 182.675 acre tract;

THENCE South 00 degrees 50 minutes 50 seconds East, 695.70 feet along the east line of said 182.675 acre tract and along the west line of said Green tract to a one-half inch iron rod found for corner, said point being the northwest corner of said 9.8149 acre tract;

THENCE North 88 degrees 42 minutes 02 seconds East, 1013.63 feet along the north line of said 9.8149 acre tract and along the south line of said Green tract to a one-half inch iron rod set for corner, said point being in the northwest line of that 4.949 acre tract of land conveyed to the State of Texas as recorded in Volume 5185, Page 5047, Collin County Deed Records, said point being in the northwest line of State Highway No. 121 (variable width right-of-way);

THENCE along northwest line of State Highway No. 121 as follows:
South 66 degrees 19 minutes 31 seconds West, 1099.77 feet to a one-half inch iron rod found for corner in the west line of said 9.8149 acre tract
, said point being in the east line of said 182.675 acre tract;
South 66 degrees 18 minutes 55 seconds West, 832.77 feet to a five-eighths inch iron rod found for corner, said point being the southeast corner of that 79.46 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 79.46 acre tract as follows:
Northwesterly, 1697.28 feet along a curve to the right having a central angle of 33 degrees 18 minutes 14 seconds, a radius of 2920.00 feet, a tangent of 873.37 feet, whose chord bears North 10 degrees 49 minutes 10 seconds West, 1673.49 feet to a five-eighths inch iron rod found for corner;
North 05 degrees 49 minutes 57 seconds East, 305.11 feet to a five-eighths inch iron rod found for corner;
North 43 degrees 01 minutes 43 seconds West, 711.86 feet to a five-eighths inch iron rod found for corner;
North 11 degrees 52 minutes 22 seconds East, 80.00 feet to a five-eighths inch iron rod found for corner;
North 78 degrees 11 minutes 15 seconds West, 139.50 feet to a five-eighths inch iron rod found for corner;

THENCE South 80 degrees 49 minutes 26 seconds West, 1044.92 feet to a five-eighths inch iron rod found at the northwest corner of said 79.46 acre tract, said point being in the west line of said 80.352 acre tract, said point being in the east line of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 02 seconds West, 80.88 feet along the west line of said 80.352 acre tract and along the east line of said 285.346 acre tract to a five-eighths inch iron rod found for corner, said point being the most southerly southwest corner of that 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the south and east line of said 153.80 acre tract as follows:
North 80 degrees 49 minutes 26 seconds East, 870.88 feet to a five-eighths inch iron rod found for corner;
Northeasterly, 391.39 feet along a curve to the left having a central angle of 68 degrees 59 minutes 58 seconds, a radius of 325.00 feet, a tangent of 223.36 feet, whose chord bears North 46 degrees 19 minutes 27 seconds East, 368.16 feet to a five-eighths inch iron rod found for corner;
North 11 degrees 49 minutes 29 seconds East, 422.22 feet to a five-eighths inch iron rod found for corner;
North 58 degrees 11 minutes 15 seconds East, 769.48 feet to a five-eighths inch iron rod found for corner;
North 31 degrees 48 minutes 45 seconds West, 333.66 feet to a five-eighths inch iron rod found for corner;

THENCE North 58 degrees 11 minutes 15 seconds East, 70.00 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 214.08 feet along a curve to the right having a central angle of 32 degrees 21 minutes 48 seconds, a radius of 379.00 feet, a tangent of 109.98 feet, whose chord bears North 15 degrees 37 minutes 51 seconds West, 211.24 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 32 minutes 34 seconds East, 154.34 feet to a one-half inch iron rod set for corner;

THENCE North 86 degrees 50 minutes 36 seconds West, 44.46 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 256.47 feet along a curve to the right having a central angle of 45 degrees 59 minutes 35 seconds, a radius of 319.50 feet, a tangent of 135.60 feet, whose chord bears North 24 degrees 52 minutes 29 seconds East, 249.64 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 152.73 feet along a curve to the left having a central angle of 31 degrees 11 minutes 50 seconds, a radius of 280.50 feet, a tangent of 78.31 feet, whose chord bears North 32 degrees 16 minutes 21 seconds East, 150.85 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 402.40 feet along a curve to the right having a central angle of 46 degrees 06 minutes 42 seconds, a radius of 500.00 feet, a tangent of 212.81 feet, whose chord bears North 39 degrees 43 minutes 47 seconds East, 391.63 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 181.69 feet along a curve to the left having a central angle of 37 degrees 06 minutes 46 seconds, a radius of 280.50 feet, a tangent of 94.16 feet, whose chord bears North 44 degrees 13 minutes 45 seconds East, 178.53 feet to a one-half inch iron rod set for corner;

TRACT 7

THENCE North 25 degrees 40 minutes 22 seconds East, 564.83 feet to a one-half inch iron rod set for corner in the north line of said 126.568 acre tract, said point being in the south line of that 130.945 acre tract of land conveyed to Paul Lehner, et ux as recorded in Volume 1062, Page 107, Collin County Deed Records;

THENCE North 89 degrees 16 minutes 47 seconds East, 2846.78 feet along the south line of said 130.945 acre tract to a PK nail set at the northeast corner of said 126.568 acre tract;

THENCE South 01 degrees 06 minutes 08 seconds East, 618.57 feet along the east line of said 126.568 acre tract to a five-eighths inch iron rod found for corner, said point being the northwest corner of said 160.081 acre tract;

THENCE North 89 degrees 06 minutes 11 seconds East, 418.20 feet along the north line of said 160.081 acre tract to a one-half inch iron rod found for corner, said point being the most northerly northwest corner of said North Texas Athletic Center at Craig Ranch, said point being in the south line of that 79.71 acre tract of land conveyed to Collin Investments, Ltd. as recorded in Document Number 95-0001950, Collin County Deed Records;

THENCE along the west line of said North Texas Athletic Center at Craig Ranch as follows:
South 00 degrees 51 minutes 49 seconds East, 562.85 feet to a one-half inch iron rod found for corner;
South 88 degrees 48 minutes 19 seconds West, 413.85 feet to a one-half inch iron rod found for corner;
South 01 degrees 19 minutes 31 seconds East, 747.98 feet to the POINT OF BEGINNING and containing 14,375,587 square feet or 330.018 acres.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 8

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the J.J. NAUGLE SURVEY, ABSTRACT NUMBER 662, and being a part of that 132.860 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2153, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 89 degrees 33 minutes 04 seconds West, 572.35 feet along the south line of said 132.860 acre tract to a five-eighths inch iron rod found for corner, said point being in an east line of that 258.695 acre tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE North 00 degrees 39 minutes 44 seconds West, 323.57 feet along an east line of said 258.695 acre tract to a one-half inch iron rod found for corner, said point being the south corner of that tract of land conveyed to D.R. Horton - Texas, Ltd. as recorded in Volume 5270, Page 4269, Collin County Deed Records;

THENCE along the east line of said Tract Two as follows:

Northeasterly, 47.86 feet along a curve to the right having a central angle of 15 degrees 40 minutes 05 seconds, a radius of 175.00 feet, a tangent of 24.08 feet, whose chord bears North 14 degrees 42 minutes 11 seconds East, 47.71 feet to a one-half inch iron rod found for corner;

North 22 degrees 32 minutes 14 seconds East, 217.15 feet to a one-half inch iron rod found for corner, said point being in a south line of said 258.695 acre tract;

THENCE North 89 degrees 20 minutes 16 seconds East, 474.15 feet along a south line of said 258.695 acre tract to a 60D nail found for corner, said point being in the east line of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 00 degrees 39 minutes 46 seconds East, 571.30 along the east line of said 132.860 acre tract to the POINT OF BEGINNING and containing 315,073 square feet or 7.233 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

METES AND BOUNDS

WHEREAS VCIM PARTNERS, L.P. is the owner of a 3.90 acre tract of land situated in the R.C. Ingraham Survey, Abstract No. 461 and being a portion of that tract of land described as Tract 4 in deed to Craig Ranch II, L.P. as as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a point at the northeast corner of Lot 1, Block A of the VCIM Addition,

THENCE North 71 degrees 01 minutes 42 seconds East, 137.97' feet along the south line of Twin Oaks Drive to a point for corner;

Northeasterly, 153.25 feet along a curve to the right having a delta angle of 18 degrees 14 minutes 19 seconds, a radius of 481.43 feet, whose chord is 152.60 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE North 89 degrees 26 minutes 34 seconds East, 105.52 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE South 00 degrees 17 minutes 33 seconds East, 466.89 feet to a point for corner;

THENCE South 89 degrees 26 minutes 55 seconds West, 443.10 feet to a point for corner;

THENCE North 00 degrees 36 minutes 10 seconds West, 24.97 feet along east line of Arroyo Trail to a point for corner;

THENCE North 45 degrees 34 minutes 48 seconds West, 35.34 feet along east line of Arroyo Trail to a point for corner;

THENCE North 00 degrees 33 minutes 26 seconds West, 23.71 feet along east line of Arroyo Trail to a point for corner;

Northwesterly, 22.77 feet along a curve to the left having a detla angle of 4 degrees 00 minutes 30 seconds, a radius of 325.47 feet, whose chord is 22.77 feet along east line of Arroyo Trail to a point for corner;

THENCE North 71 degrees 01 minutes 42 seconds East, 175.21 feet to a point for corner;

THENCE North 18 degrees 58 minutes 18 seconds West, 260.66 feet to the POINT OF BEGINNING and containing 169,938 square feet or 3.90 acres of land, more or less.

TRACT 10

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the R.C. INGRAHAM SURVEY, ABSTRACT No. 461, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

COMMENCING at a one and one-half inch iron rod found at the southwest corner of said Tract 4, said point being the southeast corner of that 20.722 acre tract of land conveyed to Richard Dill as recorded in Volume 5262, Page 4320, Collin County Deed Records, said point being in the north line of F.M. 720 (variable width right-of-way);

THENCE North 41 deg. 06 min. 02 sec. East, 129.60 feet to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land, said point being in the east line of Arroyo Trail (variable width right-of-way);

THENCE along the east line of Arroyo Trail as follows:

Northwesterly, 81.72 feet along a curve to the left having a central angle of 14 deg. 24 min. 24 sec., a radius of 325.00 feet, a tangent of 41.08 feet, whose chord bears North 11 deg. 46 min. 32 sec. West, 81.51 feet to a one-half inch iron found for corner;

North 18 deg. 58 min. 18 sec. West, 179.80 feet to a one-half inch iron found for corner, said point being the intersection of the east line of Arroyo Trail with the south line of Twin Oaks Drive (46 foot right-of-way);

THENCE North 71 deg. 01 min. 42 sec. East, 165.00 feet along the south line of Twin Oaks Drive to a one-half inch iron set for corner;

THENCE South 18 deg. 58 min. 18 sec. East, 260.66 feet to a one-half inch iron set for corner;

THENCE South 71 deg. 01 min. 42 sec. West, 175.21 feet to the POINT OF BEGINNING and containing 43,282 square feet or 0.994 acres of land.

NOW ALSO KNOWN AS:

Lot 1, Block A, of Final Plat of Lot 1, Block A of the VCIM ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof; recorded in Volume P, Page 90, of the Map and Plat Records of COLLIN County, Texas.

TRACT 11

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the JOHN PHILLIPS SURVEY, ABSTRACT NUMBER 718, and being a part of that tract of land conveyed to Johnson Centre, Ltd. as recorded in Volume 4505, Page 2460, Collin County Deed Records, a part of that 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, and being further described as follows:

BEGINNING at a TX DOT monument found for corner in the north line of said Johnson Centre tract, said point being in the south line of said 160.081 acre tract, said point being the most northerly northwest corner of that tract of land conveyed to the State of Texas as recorded in Volume 4991, Page 2820, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE along the north line of State Highway No. 121 as follows:
South 64 degrees 32 minutes 45 seconds West, 382.22 feet to a TX DOT monument found for corner;
South 69 degrees 04 minutes 19 seconds West, 204.17 feet to a one-half inch iron rod set for corner;

THENCE North 25 degrees 07 minutes 42 seconds West, 495.08 feet to a one-half inch iron rod set for corner;

THENCE North 64 degrees 52 minutes 18 seconds East, 541.08 feet to a one-half inch iron rod set for corner;

THENCE South 30 degrees 09 minutes 56 seconds East, 509.82 feet to the POINT OF BEGINNING and containing 285,489 square feet or 6.554 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of September, 2003.

_____

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 12

BEING a 258.695 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461 and the J. J. Naugle Survey, Abstract No. 662 in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, part of the 132.860 acre tract of land described in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103208 of the Land Records of Collin County, Texas and being more particularly described as follows (Bearings system based on the monuments found along the Northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8" KHA iron rod set in the West line of the beforementioned 157.859 acre tract and the East line of the 155.3404 acre tract of land described in deed to Jerry A. McCutchin and Sharon L. McCutchin, recorded in Volume 3440, Page 128 of the Land Records of Collin County, Texas, from which a 1 1/2" iron pipe found in the North right-of-way line of F.M. Highway 720 for the Southwest corner of the said 157.859 acre tract and the Southeast corner of the said 155.3404 acre tract bears South 00 deg. 17 min. 31 sec. East, a distance of 513.01 feet;

THENCE North 00 deg. 17 min. 31 sec. West, along the East line of the said 155.3404 acre tract and the West line of the said 157.859 acre tract passing a fence post for the Northwest corner of the 157.859 acre tract at 2086.3 feet, in all a total distance of 2092.08 feet to a 5/8 inch KHA capped iron rod set in the South line of the beforementioned 132.860 acre tract and the called South line of the J.J. Naugle Survey;

THENCE South 89 deg. 33 min. 04 sec. West, along the South line of the said 132.860 acre tract and the said South line of Naugle Survey, a distance of 318.57 feet to a 1/2 inch iron rod found for the Southwest corner of the 132.860 acre tract and the Southeast corner of the tract of land described in deed to Hank Haney Golf Ranch, recorded in Volume 3705, Page 409 of the Land Records of Collin County, Texas;

THENCE North 00 deg. 24 min. 21 sec. West, along the East line of the Hank Haney Golf Ranch tract and the West line of the said 132.860 acre tract, a distance of 1066.59 feet to a 1/2 inch iron rod found for a corner of the 132.860 acre tract and the Northeast corner of said Golf Ranch tract;

THENCE North 00 deg. 37 min. 25 sec. West, along the East line of a tract of land described in deed to Badmore, Inc. recorded in County Clerk's File No. 94-0004639 of the Land Records of Collin County, Texas and the West line of the said 132.860 acre tract, a distance of 879.19 feet to a 1/2 inch iron rod found for the Northwest corner of the 132.860 acre tract;

THENCE North 89 deg. 12 min. 21 sec. East, along the South line of a tract of land described in deed to Westerra Stonebridge, L.P., recorded in County Clerk's File No. 96-0106740 of the Land Records of Collin County, Texas and the North line of the said 132.860 acre tract, a distance of 2959.04 feet to a 5/8 inch iron rod found for the Northeast corner of the 132.860 acre tract, said point being in the called centerline of County Road 154 and the called East line of said Naugle Survey;

THENCE South 00 deg. 39 min. 46 sec. East, along the said centerline and the said East line of Naugle Survey, a distance of 1392.32 feet to a 5/8" KHA capped iron rod set for corner;

(Continued)

TRACT 12

LEGAL DESCRIPTION

THENCE leaving the said centerline of County Road 154 and said East line as follows:

South 89 deg. 20 min. 16 sec. West, a distance of 572.34 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 39 min. 44 sec. East, a distance of 569.17 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 132.860 acre tract and the said Naugle Survey;

THENCE North 89 deg. 33 min. 04 sec. East, a distance of 556.49 feet to a 5/8" KHA capped iron rod set for corner in the called West line of County Road No. 154 and the East line of the 157.859 acre tract;

THENCE South 00 deg. 52 min. 11 sec. East, along the called West line of County Road No. 154, a distance of 1712.01 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said West line of County Road 154 and said East line of the 157.859 acre tract as follows:

South 89 deg. 33 min. 04 sec. West, a distance of 882.66 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 30 min. 07 sec. East, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 157.859 acre tract and the North right-of-way line of F.M. Highway 720;

THENCE South 89 deg. 26 min. 34 sec. West, along the said North right-of-way line, a distance of 1212.75 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the North right-of-way line of F.M. Highway 720 as follows:

North 01 deg. 17 min. 33 sec. West, a distance of 509.08 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 49 min. 01 sec. West, a distance of 555.13 feet to the POINT OF BEGINNING and containing 258.695 acres of land, more or less.

TRACT 13

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the John Phillips Survey, Abstract No. 718, and being a part of a 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the northwest corner of said 160.081 acre tract, said point being in the east line of a tract of land described as Tract One, conveyed to Craig Ranch II, L.P. as described in Volume 4757, Page 2174, Collin County Deed Records, said point being in the center of County Road No. 148 (a asphalt road);

THENCE North 89 degrees 09 minutes 05 seconds East, 418.20 feet along the north line of said 160.081 acre tract of land to a one-half inch iron rod set for the POINT OF BEGINNING, said point being in the south line of a tract of land conveyed to Collin Investments, Ltd. as recorded in Clerk's Document Number 95-0001950, Collin County Deed Records;

THENCE North 89 degrees 09 minutes 05 seconds East, 685.35 feet along the north line of said 160.081 acre tract of land and the south line of said Collin Investments tract of land to a one-half inch iron rod set for corner;

THENCE South 18 degrees 44 minutes 03 seconds East, 143.17 feet to a one-half inch iron rod set for corner;

THENCE South 12 degrees 32 minutes 05 seconds East, 81.27 feet to a one-half inch iron rod set for corner;

THENCE South 02 degrees 17 minutes 30 seconds East, 73.51 feet to a one-half inch iron rod set for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, 126.37 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 117.60 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 15 minutes 48 seconds East, 184.07 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 196.00 feet to a one-half inch iron rod set for corner;

THENCE South 17 degrees 02 minutes 44 seconds East, 190.53 feet to a one-half inch iron rod set for corner;

TRACT 13

THENCE South 04 degrees 34 minutes 34 seconds East, 73.69 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 32 minutes 28 seconds West, 81.95 feet to a one-half inch iron rod set for corner;

THENCE South 10 degrees 29 minutes 47 seconds West, 80.68 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 45 minutes 01 seconds East, 77.29 feet to a one-half inch iron rod set for corner;

THENCE South 52 degrees 42 minutes 34 seconds East, 77.59 feet to a one-half inch iron rod set for corner;

THENCE South 41 degrees 30 minutes 37 seconds East, 102.01 feet to a one-half inch iron rod set for corner;

THENCE South 23 degrees 58 minutes 22 seconds East, 86.82 feet to a one-half inch iron rod set for corner;

THENCE South 04 degrees 38 minutes 16 seconds East, 109.07 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 28 minutes 37 seconds East, 94.07 feet to a one-half inch iron rod set for corner;

THENCE South 48 degrees 54 minutes 51 seconds East, 183.30 feet to a one-half inch iron rod set for corner;

THENCE South 46 degrees 51 minutes 41 seconds East, 128.91 feet to a one-half inch iron rod set for corner;

THENCE South 33 degrees 14 minutes 40 seconds East, 101.88 feet to a one-half inch iron rod set for corner;

THENCE South 25 degrees 06 minutes 47 seconds East, 97.37 feet to a one-half inch iron rod set for corner;

THENCE South 64 degrees 53 minutes 13 seconds West, 1173.25 feet to a one-half inch iron rod set for corner, said iron being in the south line of said 160.081 acre tract of land and in the north line of a tract of land conveyed to Johnson Centre, LTD. as recorded in Volume 4505, Page 2460, Collin County Deed Records;

THENCE South 89 degrees 02 minutes 33 seconds West, 713.95 feet along the south line of said

TRACT 13

160.081 acre tract of land and the north line of said Johnson tract of land to a five-eighths inch iron rod found for the southwest corner of said 160.081 acre tract of land, and being the northwest corner of said Johnson tract of land, and being in the east line of a tract of land conveyed to Windswept Place South, LTD. as recorded in Clerk's Document Number 96-0006543, Collin County Deed Records, said point being in the center of County Road No. 148;

THENCE North 00 degrees 56 minutes 39 seconds West, 481.50 feet passing a one-half inch iron rod found for the northeast corner of said Windswept Place South tract of land, said point being the southeast corner of a tract of land conveyed to Windswept Place North, LTD. as recorded in Clerk's Document Number 96-0006535, Collin County Deed Records, in all a total distance of 1358.44 feet along the west line of said 160.081 acre tract of land and along the center of said County Road No. 148 to a five-eighths inch iron rod found for the northeast corner of said Windswept Place North tract of land, said point being the southeast corner of said Tract One;

THENCE North 01 degrees 18 minutes 37 seconds West, 747.93 feet along the west line of said 160.081 acre tract of land and along the east line of said Tract One, and along the center of said County Road No. 148 to a one-half inch iron rod set for corner;

THENCE North 88 degrees 49 minutes 14 seconds East, 413.65 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 50 minutes 55 seconds West, 562.85 feet to the POINT OF BEGINNING and containing 3,267,315 square feet or 75.007 acres of land, more or less.

TRACT 14

BEING a 47.300 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, in the City of McKinney, Collin County, Texas and being a portion of a 10.000 acre tract of land described in a deed to Betty C. Williams recorded in Volume 3044, Page 916 of the Deed Records of Collin County, Texas (DRCCT) and being a portion of a 60.000 acre tract of land described in deed to William R. Wines recorded in Volume 4173, Page 2654 (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the southeast corner of a 28.132 acre tract of land according to the deed recorded in Volume 4558, Page 617 (DRCCT) and being located in the westerly line of said 60.000 acre tract of land and being located in the new right-of-way line of State Highway No. 121 (a variable width right-of-way) described in a deed to the State of Texas recorded in Volume 4577, Page 2372 (DRCCT);

THENCE departing the new right-of-way line of said State Highway No. 121 North 00 degrees 02 minutes 25 seconds East a distance of 2,142.99 feet to a 5/8 inch iron rod set for the northwest corner of said 60.000 acre tract of land and being the northeast corner of said 28.132 acre tract of land and being located in the southerly line of a 39.1735 acre tract of land according to the deed recorded in Collin County Clerk's File No. 93-0099696 (DRCCT);

THENCE along the northerly line of said 60.000 acre tract of land North 89 degrees 57 minutes 45 seconds East a passing distance of 607.82 feet to the southeast corner of said 39.1735 acre tract of land and the southwest corner of a tract of land described as "The Estate of Robert William Floyd, Deceased" according to the deed recorded in Volume 3878, Page 1487 (DRCCT), in all, a total distance of 761.79 feet to a 5/8 inch iron rod set for corner located in the future centerline of Stacy Road (a proposed 130 feet wide right-of-way);

THENCE along the centerline of said future Stacy Road South 24 degrees 51 minutes 10 seconds East a distance of 1,577.77 feet to a 5/8 inch iron rod set for corner in the new right-of-way line of said State Highway No. 121 according to the deed recorded in Volume 4552, Page 1366 (DRCCT);

THENCE along the new right-of-way line of said State Highway No. 121 as follows:

South 65 degrees 08 minutes 50 seconds West a distance of 74.42 feet to a concrete monument (Tx DOT No. 798) found for corner;

South 28 degrees 16 minutes 39 seconds West a distance of 25.00 feet to a 5/8 inch iron rod set for corner;

South 65 degrees 08 minutes 50 seconds West a passing distance of 71.23 feet to a concrete monument (Tx DOT No. 805) found for corner located in the westerly line of said 10.000 acre tract of land and the easterly line of said 60.000 acre tract of land, in all, a total distance of 460.31 feet to a concrete monument (Tx DOT No. 779) found for corner;

TRACT 14

THENCE South 68 degrees 20 minutes 41 seconds West a distance of 333.72 feet to a 5/8 inch iron rod set for corner;

THENCE South 61 degrees 05 minutes 31 seconds West a distance of 707.33 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 47.300 acres or 2,060,406 square feet of land, more or less.

TRACT 15

BEING all that tract of land in the City of McKinney, Collin county, Texas, a part of the George White Survey, Abstract No. 993, a part of a 45.643 acre tract of land conveyed to Rowlett 46, LLC as recorded in Volume 4963, Page 3243, Collin county Deed Records, and being further described as follows:

BEGINNING at a one and one-half inch iron pipe found at the southeast corner of said 45.643 acre tract, said point being the southwest corner of a tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, said point being in the North line of F.M. 720 (80 foot right-of-way);

THENCE South 89 degrees 05 minutes 06 seconds West, along the south line of said 45.643 acre tract and the north line of F.M. 720, passing at 139.76 feet a five-eighths inch iron rod found, in all a total distance of 323.04 feet to the southwest corner of said 45.643 acre tract, said point being in the centerline of Rowlett Creek;

THENCE along the centerline of Rowlett Creek and the west line of said 45.643 acre tract as follows:

North 28 degrees 05 minutes 59 seconds West, 441.17 feet to a point for corner;

North 26 degrees 29 minutes 21 seconds West, 626.18 feet to a point for corner;

North 22 degrees 28 minutes 57 seconds West, 170.56 feet to a point for corner;

North 16 degrees 24 minutes 12 seconds West, 107.20 feet to a point for corner;

North 21 degrees 22 minutes 13 seconds West, 89.29 feet to a point for corner;

North 13 degrees 14 minutes 12 seconds West, 117.11 feet to a point for corner;

North 12 degrees 53 minutes 16 seconds East, 84.08 feet to a point for corner;

North 30 degrees 25 minutes 44 seconds East, 101.32 feet to a point for corner;

North 28 degrees 47 minutes 35 seconds East, 202.47 feet to a point for corner;

North 03 degrees 22 minutes 54 seconds West, 136.67 feet to a point for corner;

North 09 degrees 23 minutes 44 seconds West, 174.74 feet to a point for corner;

North 17 degrees 51 minutes 01 seconds West, 153.75 feet to a point for corner;

North 29 degrees 19 minutes 14 seconds West, 155.76 feet to a point for corner;

North 14 degrees 02 minutes 10 seconds West, 81.82 feet to a point for corner;

North 01 degrees 40 minutes 15 seconds East, 164.74 feet to the northwest corner of said 45.643 acre tract;

THENCE North 89 degrees 03 minutes 46 seconds East, along the north line of said 45.643 acre tract, passing at 122.15 feet a five-eighths inch iron rod found, in all a total

(Continued)

LEGAL DESCRIPTION

distance of 395.47 feet to a one-half inch iron rod found at the northwest corner of a tract of land conveyed to Frisco Independent School District, described as Tract 1 as recorded in Volume 5025, Page 827, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 518.63 feet to a one-half inch iron rod found at the southwest corner of said Tract 1;

THENCE North 89 degrees 42 minutes 29 seconds East, 563.75 feet to a one-half inch iron rod found at the southeast corner of said Tract 1, said point being in the east line of said 45.643 acre tract, said point being in the west line of a tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 2074.58 feet along the east line of said 45.643 acre tract to the POINT OF BEGINNING and containing 1,694,028 square feet or 38.890 acres of land.

TRACT 16

5625 01486

BEING a 18.069 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461, in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, Ltd., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, and being more particularly described as follows (Bearings system based on the monuments found along the northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8 inch KHA capped iron rod set in the called West line of County Road No. 154 for the North right-of-way line of F.M. Highway 270 for the Southeast corner of the said 157.859 acre tract;

THENCE along the said North right-of-way line as follows:

South 89 deg. 29 min. 34 sec. West, a distance of 670.56 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 26 min. 34 sec. West, a distance of 217.80 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said North right-of-line as follows:

North 00 deg. 30 min. 07 sec. West, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner;

North 89 deg. 33 min. 04 sec. East, a distance of 882.66 feet to a 5/8" KHA capped iron rod set in the called West line of County Road No. 154;

THENCE South 00 deg. 52 min. 11 sec., along the called West line of County Road No. 154, a distance of 888.39 feet to the POINT OF BEGINNING and containing 18.069 acres of land, more or less.

EXHIBIT "B"

Land Subject to Annexation

Any real property lying and being within one-mile of any portion of any boundary of the property described in Exhibit "A" to this Charter.

Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplement in accordance with Chapter 19.

EXHIBIT "C"
Index to Rules

Applicable to All of Craig Ranch

C-1 Initial Rules
C-2 Video Surveillance Policy (03/16/2017)
C-3 Drone Policy

Applicable to All Residential Parcels and Residential Units

C-100 Residential Leasing Policies and Procedures (09/26/2017)

EXHIBIT "C-1"
Initial Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Chapter 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted under one set of circumstances, the same thing may be disapproved under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

Except as otherwise specified herein, the following shall apply to all of Craig Ranch until such time as they are modified pursuant to the Charter.

1. **General**. Craig Ranch shall be used only for purposes consistent with the Master Plan, this Charter, and any Supplement.

2. **Restricted Activities**. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Craig Ranch:

(a) Parking any vehicles in designated "no parking" areas, or parking of mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to any Parcel or the Common Area;

(b) Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in any Parcel or Unit. However, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants or others shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law. When addressing violations of this pet rule, the enforcement process will commence upon receipt by management of a properly completed and notarized Animal Nuisance Affidavit and Log Sheet in accordance with the Craig Ranch Animal Nuisance Complaint Procedure;

(c) Any activity that emits foul or obnoxious odors or creates noise or other conditions that tend to disturb the peace or threaten the safety of others;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or other portions of Craig Ranch;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of permitted construction;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Parcels or Units, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(k) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(l) On-site storage of fuel, except that a reasonable amount of fuel may be stored for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Chapter 6;

(m) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Craig Ranch or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(n) Any modification of anything, permanently or temporarily, on the outside portions of any Parcel, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 6 of the Charter. This shall include, without limitation, signs, basketball hoops, and swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; hedges, walls, dog runs, animal pens, or fences of any kind; and satellite dishes and antennas, except that:

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

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

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

(collectively, "**Permitted Antennas**") shall be permitted on Parcels, subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Founder

and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Craig Ranch, should any master system or systems be utilized by the Association and require such exterior apparatus; and

(o) Holding a yard sale or garage sale in a manner other than as permitted by this rule. Garage or yard sales may be held only two times per year on such dates as established by the Board between the hours of 8:00 a.m. and 2:00 p.m. Signs are allowed to be placed on the Owner's Parcel or Unit only. Signs on the Common Area are not allowed and may be removed.

3. Prohibited Conditions. The following shall be prohibited at Craig Ranch:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Craig Ranch; and

(b) Structures, equipment, or other items on the exterior portions of any Parcel or Unit which have become rusty, dilapidated, or otherwise fallen into disrepair.

4. Real Estate Signage Usage Policies.

(a) Residential Parcels.

(1) No real estate sign advertising a Unit or Parcel for lease shall be allowed on a Residential Parcel or Residential Unit.

(2) Without written permission from the Association, no real estate sign advertising a Unit or Parcel for sale shall be placed on a Residential Parcel or Residential Unit in the following Craig Ranch communities:

(i) The Estates at Craig Ranch (including The Villas of The Estates);

(ii) The Settlement (including Settlement Townhomes and The Chateaus of The Settlement);

(iii) The Retreat at Craig Ranch Condominium; and

(iv) 17 Green (Grand Lodges).

Usage of the Association-approved real estate sign is optional for all other communities, as determined by the Parcel Developer during the Parcel development period, or the Service Area Committee after the Parcel development period.

(3) Only Association-approved signage may be used to advertise a Residential Parcel or Residential Unit for sale in the above-referenced Craig Ranch communities. The Owner or realtor must contract with a signage company approved by the Association to purchase an insert for a sign frame owned by the Association.

(4) Upon pickup/delivery of an approved sign, the Owner/realtor must pay a $25 deposit. Association staff or agents will mount the Owner/realtor-provided approved sign into the approved sign frame and install both on the property to be advertised. Upon completion of sign frame use in a satisfactory condition, the deposit will be returned to the Owner/realtor. Should the sign frame not be returned in a satisfactory condition, the costs of repairs and/or replacements shall be charged to the Owner/realtor.

(b) Commercial Parcels.

(1) No real estate sign advertising a Unit or Parcel for lease shall be installed on a Commercial Parcel or Commercial Unit without the Association's written permission.

(2) Only Association-approved signage may be used to advertise a Commercial Parcel or Commercial Unit for sale. The Owner of a Commercial Parcel shall submit the design, size, color scheme, etc. of the proposed sign to the Association for approval.

Exhibit "C-2"

CRAIG RANCH
CRCA

Craig Ranch Community Association
Policy Resolution
Video Surveillance

WHEREAS, Craig Ranch Community Association ("Association") is governed by a Community Charter ("Charter"), recorded in the office of the Collin County Clerk & the Association's By-Laws;

WHEREAS, Chapter 3, Section 3.1 of the By-Laws, states, "The Board shall govern the Association's affairs."; and

WHEREAS, Chapter 3, Section 3.16 of the By-Laws permits the Board to make and amend rules and regulations;

WHEREAS, the Board of Director's would like to make reasonable rules regarding the usage of the Association's surveillance cameras and viewing of recorded data:

NOW, THEREFORE, the Board of Directors resolves as follows:

1. The Association may install and operate video surveillance equipment to assist with the general protection of Association property including, but not limited to, ingress and egress gates, common areas and assets.

2. The Association cannot guarantee that any particular camera is functional, will be operational at any particular time, or will capture any particular images. The cameras are not intended to provide, and shall not be relied upon by any owner or resident as providing any modicum of safety or security to owners or residents.

3. Live monitoring by the Association staff is prohibited unless a specific written request, stating the reason and times for monitoring is approved by both the Community Manager and the President of the Association. Such approval will be granted in their sole and absolute discretion. The Association is under no obligation or duty whatsoever to allow 'live' monitoring. Such 'live' monitoring, if permitted, will occur only for the period of time and for the reasons specified by the approved written request.

4. Access to and review of recorded video will be restricted to Association staff for the sole purpose of investigating damage to property owned by the Association. The Association staff member must make the request in writing and such request must be approved by the Community Manager prior to any review.

Exhibit "C-2"

5. Except as provided in 6 below, other individuals or entities, including homeowners and residents, will not be permitted to view recorded or live video absent a court order or subpoena commanding such review or production of footage. Upon service of a court order or subpoena, the Community Manager will take the necessary action to comply with the court order or subpoena, document the actions taken, and inform the President of the Association.

6. The Association staff will cooperate with all law enforcement agencies in their investigations by making available access to live or recorded video. Requests from law enforcement should be confirmed with the appropriate department or agency and documented in writing.

7. The Community Manager will be responsible for documenting and maintaining all records generated by the policy.

8. Deviation from the above policy may only occur upon action taken and approved by a majority of Association Board of Directors.

9. The images will be kept on file for up to the capacity of the storage device, not to exceed a maximum of thirty (30) calendar days, at which point the image storage space may be reused, with the material thereon recorded over.

10. The Association reserves the right to preserve and use the images recorded in the event such images provide evidence of wrongdoing in cases of damage or destruction of Association property.

The Board of Directors adopted this policy on March 16, 2017.

Miles Prestemon, President
Craig Ranch Community Association

Exhibit "C-3"

RESOLUTION OF THE
CRAIG RANCH COMMUNITY ASSOCIATION
BOARD OF DIRECTORS
REGARDING DRONE USE

WHEREAS, Chapter 8, Section 8.2 of the Craig Ranch Community Association Charter ("Charter") authorizes the Craig Ranch Community Association ("Association") Board to adopt rules and regulations; and

WHEREAS, Unmanned Aircraft Systems ("Drone") are defined by the Federal Aviation Administration to mean and refer to an aircraft operated without the possibility of direct human intervention from within or on the aircraft. The definition of Drone, as used herein, shall include all of the associated support equipment, control stations, data links, telemetry, communications and navigation equipment, etc., necessary to operate a Drone; and

WHEREAS, Texas Government Code Title 4, Subtitle B, Chapter 423 regulates the use of Drones and provides that a person commits an offense if the person uses a Drone to capture an image of an individual or privately owned real property in this state with the intent to conduct surveillance on the individual or property captured in the image; and

WHEREAS, the popularity of the recreational use of Drones has increased dramatically; and

WHEREAS, the Board is concerned about the privacy of owners and the noise nuisance generated by the use of Drones within the Association;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Association's Board of Directors hereby adopts the following rules regarding the use of Drones in the community:

1. Drone Operators operating Drones within the Association are solely responsible for ensuring their own compliance with all federal, state and local laws, regulations, and rules including but not limited to ensuring that all Drones do not operate over 400 feet above ground level, remain within the Drone Operator's line of sight, are flown safely, and are registered as required.

2. Drone Operators operating on or over commercial property within the Association are required to seek the approval of the commercial Owner.

3. Use of a Drone for nuisance and unlawful purposes within the Association including but not limited to voyeuristic purposes is expressly prohibited.

Exhibit "C-3"

4. Drone take offs and landings are prohibited on any portion of the Common Area, including, but not limited to, all landscaped areas, parks, improvements, pathways and trails, private streets, open space corridors, vista corridors, scenic corridors, washes, and easements situated upon the Common Area.

5. Due to the potential for injury to persons, pets, real property and personal property, operation of Drones within the Common Area is prohibited.

6. The operation of Drones within 25 feet (either vertically or horizontally) of unprotected persons and pets (that are not involved with operation of the Drone and who have not expressly consented to said Drone operation) and Association improvements is prohibited.

7. Drone Operators are prohibited from operating Drones within the Association prior to dawn and after dusk due to the potential for Drone noise to be a nuisance. The Board reserves the right to determine whether the noise from a Drone is a nuisance.

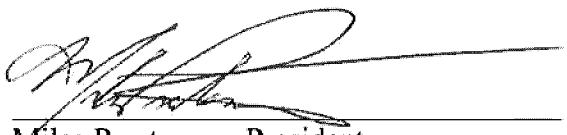
8. A Drone may not be operated in any Unit except with the express permission of a resident or Owner of the Unit.

9. Drone Operators are personally responsible for any and all legal claims related to their use of a Drone within the Association including but not limited to trespass to property claims, nuisance claims, injury to persons and claims for damage to property (both real and personal).

10. Due to potential liability of Drone Operators they are encouraged to obtain insurance that covers damage or injuries to persons, pets, real property and personal property.

11. In the event a governmental agency regulation or law is more stringent than the terms and conditions contained within this resolution, the terms of the regulation or law shall prevail.

This is to certify that the foregoing resolution was adopted by the Craig Ranch Community Association Board of Directors to be effective May 30, 2018 until such date as it may be modified, rescinded, or revoked.



Miles Prestemon, President

RESOLUTION OF THE CRAIG RANCH COMMUNITY ASSOCIATION BOARD OF DIRECTORS

August 26, 2020

AMENDING AND RESTATING RESIDENTIAL LEASING POLICIES AND PROCEDURES

WHEREAS, the Board of Directors (the "Board") of Craig Ranch Community Association ("CRCA") is vested with the authority and obligation to govern the affairs of CRCA in accordance with (a) that certain Amended and Restated Community Charter for Craig Ranch and all Supplements thereto (together the "Charter") dated June 24, 2018 and recorded under file no. 20180604000683380 in the Real Property Records of Collin County, Texas and (b) the Governing Documents (as defined in the Charter);

WHEREAS, the Board desires to amend and restate the Rules regarding residential leasing currently set forth in the Residential Leasing Policies and Procedures, previously adopted by the Board on the 26th day of September 2017 (the "Old Leasing Policy"), to ensure consistency with applicable law, and the changing needs of the community.

WHEREAS, capitalized terms used herein and not separately defined herein shall have the meanings and definitions ascribed to them in the Charter;

WHEREAS, the terms "Residential Parcel" and "Residential Unit" shall be collectively referred to herein as "Unit" irrespective of the definition of "Unit" in the Charter and the term "Governing Documents" shall also mean (in addition to the definition of same in the Charter) the similar or equivalent documents and instruments of a Parcel Association, as reflected for the Association in Section 2.1 of the Charter;

WHEREAS, the term "Owner(s)" means each Person(s) that holds record title to a Parcel or Unit as described in the Charter; however, with respect to the Leasing Policy (as hereinafter defined), also means collectively, "Owner(s)", "Parcel Owner(s)", "Parcel Developer(s)", "Parcel Association(s)" and "Builder(s)";

WHEREAS, the Rules set forth in the Leasing Policy shall not apply to the Association, any Parcel Association or any institutional lender, insurer or guarantor of a loan secured by a mortgage, deed of trust or security agreement who has taken title to any Unit pursuant to the remedies set forth in the Governing Documents or the applicable mortgage, deed of trust or security agreements, during the period of time such party retains title to such Unit and complies with the terms and conditions of the Governing Documents; and

WHEREAS, pursuant to and, in accordance with, its right to establish Rules pertaining to leasing as provided in Chapter 8, Section 8.1(b) of the Charter, the Board desires to amend and restate the Rules set forth in the Old Leasing Policy to continue to help preserve the character of Craig Ranch as a master planned community comprised of predominately owner-occupied Units.

NOW, THEREFORE BE IT RESOLVED, that the following Residential Leasing Policies and Procedures (the "Leasing Policy") attached hereto as Exhibit "A" are hereby approved, accepted and adopted as Rules of CRCA, amending, restating and superseding the terms and conditions of the Old Leasing Policy.

To the extent there exists a conflict between any of the terms and conditions of the Leasing Policy and the leasing provisions contained in the Governing Documents, (including the Governing Documents of any Parcel Association) the controlling provision shall be determined by the applicable (terminology)

conflict resolution provision as specified in the Governing Documents with jurisdiction over the matter. The terms and conditions of the Leasing Policy shall be subject to the Founder's rights retained in the Charter to the extent such rights are valid and existing.

This is to certify that the foregoing Resolution was duly adopted by the Board of CRCA on this 26th day of August, 2020, effective as of the date it is filed of record with the Office of the Collin County Clerk, and shall remain in effect until such date as it may be modified, rescinded or revoked by the Board. The Rules of the Leasing Policy shall serve to replace and supersede the Rules of the Old Leasing Policy.

10-13-2020

Stephanie E. Miller, President
Board of Directors
Craig Ranch Community Association

RHONDA JEANNE VAN TASSELL
My Notary ID # 8386999
Expires November 25, 2022

THE STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on ~~August 26~~ October 13, 2020, by Stephanie Miller, President of Craig Ranch Community Association, a Texas non-profit corporation, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT A

CRAIG RANCH COMMUNITY ASSOCIATION

RESIDENTIAL LEASING POLICIES AND PROCEDURES

Amended and Restated August 26, 2020

WHEREAS, pursuant to Resolution of the Board of Directors (the "Board") dated August 26, 2020, Craig Ranch Community Association (the "Association") amended and restated the Rules regarding residential leasing contained in those certain Residential Leasing Policies and Procedures (the "Old Leasing Policy") previously adopted by the Board on September 26, 2017;

WHEREAS, the following Residential Leasing Policies and Procedures, as hereafter amended from time to time, shall serve as the Rules governing residential leasing to continue to help preserve the character of Craig Ranch as a master planned community comprised of predominantly owner-occupied Units; and

WHEREAS, all capitalized terms used, and not separately defined herein shall have the same meanings and definitions ascribed to them under that certain Amended and Restated Community Charter for Craig Ranch and all Supplements thereto (together the "Charter") dated June 24, 2018 and recorded under file no. 20180604000683380 in the Real Property Records of Collin County, Texas.

1. **Residential Leasing Restrictions.** Every Unit for which the applicable Owner has not been qualified for, and been granted a *Leasing Permit* in accordance with this Leasing Policy, **SHALL NOT**:

   (a) be leased, rented or advertised for lease or rent, in any form or fashion.

   (b) be occupied in whole, or any portion thereof, for overnight or short-term lodging purposes by persons other than Owner or members of their respective households, and their occasional, non-paying guests.

   (c) be used for overnight lodging of occupants other than the Owner when Owner is not in residence for more than forty-eight (48) hours, except as permitted by the Governing Documents.

   (d) be used for operation of a timesharing, fraction-sharing, residence club, vacation club, destination club, or similar program whereby the right to exclusive use of a Unit, or any portion thereof, rotates among participants in the program on a fixed or floating time schedule or otherwise in accordance with a written agreement or established rules providing for allocation of the exclusive use of a Unit, or any portion thereof, among participants in the program.

2. ***Leasing Permit* Application.**

   (a) All Owners with Open Leasing Status and in good standing (as specified below) under the Old Leasing Policy will be given Lease Permits.

   (b) To request a *Leasing Permit*, Owner must complete and submit the "Application for Leasing Permit" ("Application") attached hereto as **Exhibit A**, to the Association.

   (c) An Application will be considered if **ALL** the following apply:

      i. twenty-four (24) months have expired since the date of the closing of the sale of the Unit and delivery and acceptance of the deed to the Unit which conveys title.

ii. The number of outstanding *Leasing Permits* falls below 25% of the total number of Units subject to the Charter (the "Area Wide Restriction"),

iii. the number of outstanding *Leasing Permits* falls below 25% of the total number of Units contained within the specific community, neighborhood, Service Area or Parcel Association containing such Unit identified on Application (the "Community Restriction"),

iv. Owner is in good standing under the terms and conditions of the Governing Documents and the Governing Documents of the Parcel Association of which Owner is a member.

(d) The Association will have thirty (30) days from receipt of the Application and all required submittals to approve or disapprove of the request in writing. If no response is sent to Owner by the Association within such thirty (30) day period, the request under the Application is deemed denied.

(e) If the number of outstanding *Leasing Permits* meets or exceeds the Area Wide Restriction or the Community Restriction, the Application will automatically be denied, and the Application will be placed at the bottom of the waiting list for further consideration.

3. *Leasing Permit* Requirements.

(a) A *Leasing Permit* is granted to the Owner of a Unit, not the Unit itself, and is personal and not transferrable or assignable.

(b) Owner must execute a written lease (the "Lease"), for Owner's Unit in compliance with this Leasing Policy, with tenant within ninety (90) days following the date a *Leasing Permit* is granted.

(c) Owner must renew the Lease or execute a new Lease, for such Unit, with tenant, within ten (10) days after termination or expiration of initial term of a Lease or any subsequent written lease.

(d) Each Owner shall cause all tenants and other occupants of a Unit to comply with the Governing Documents and the Rules of the Association and any Parcel Association, Service Area and this Leasing Policy and such occupants' violation of any of the terms and conditions of the forgoing shall be deemed to be violation of the Owner. Owner shall be responsible for all violations and all losses or damage resulting from violations by such tenants and occupants of the Unit are fully liable, and may be personally sanctioned, for any violation.

(e) Owner must, within ten (10) days after a written Lease has been executed by Owner and tenant(s);

(i) Provide the lessee/tenant copies of the updated and current Governing Documents of the Association, any Parcel Association and Service Areas;

(ii) Provide the Association with a copy of the Lease and the name of the tenant(s) and all other people occupying the Unit; and

(iii) Complete and return the Tenant Document Receipt Form ("TDRF"), attached hereto as **Exhibit B**, to document that tenants have received copies of the Governing Documents of the Association and agreed to abide by same as well as other provisions in the TDRF.

(f) Owner must notify the Association if a tenant(s) vacates a Unit or terminates a Lease before the stated expiration of the term of a Lease.

(g) Owner must notify the Association of the identity of the property management or real estate company, if any, assigned to handle the Leasing of the Unit on behalf of Owner;

(h) Owner must notify the Association of any renewal, or continuation of an existing Lease, including Lease term.

(i) The Lease must contain certain terms and conditions to be consistent with the intent and objectives of this Leasing Policy and the Governing Documents of the Association and any applicable Parcel Association. As such, each Owner acknowledges and agrees that any Lease, and/or Addendum or amendment thereto of a Unit shall be deemed to contain the following terms and provisions and that if such language is not expressly contained in the Lease, then such language shall be incorporated into the Lease by reference to these Leasing Policy. Any tenant, by occupancy of a Unit, agrees to the applicability of these Leasing Policy and incorporation of the following terms and provisions into the Lease. The Lease shall:

(i) have a term of no less than six (6) consecutive months, expire (no matter the term thereof) upon transfer of title of the applicable Unit to a party other than the Owner, a joint Owner, Owner's spouse, or Owner's heirs, executors, administrators or personal representatives; and contain prohibitions on subleasing (i.e. Unit leased by existing tenant to another tenant), assignment, alienation, or transfer, of any kind, of the Lease by Owner or tenant;

(ii) provide that tenant shall comply with all provisions of the Governing Documents, and Rules of the Association, any Parcel Association or Service Area, and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure their compliance and any violation of the Governing Documents or Rules of the Association, or any Parcel Association, by tenant or any occupant or any person living with tenant, is deemed to be a default under the terms of the Lease and authorizes Owner or the Association to terminate the Lease without liability and to evict tenant in accordance with Texas law. Tenant must delegate and assign to the Association, or any Parcel Association, acting through the applicable Board, the power and authority of enforcement against tenant for breaches resulting from the violation of the Governing Documents, the Rules of the Association, or any Parcel Association, Service Area and the Lease, including the power and authority to evict a tenant as attorney-in-fact on behalf and for the benefit of Owner; and

(iii) contain such other terms and provisions as the Board deems reasonably necessary.

(j) Whenever the Owner has received a bona fide offer to lease his or her Unit and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board:

(i) The name, date of birth, current address and driver's license number of the prospective tenant(s) and each prospective adult occupant (over age 18) along with current license plate numbers for all vehicles belonging to the prospective lessee(s) and occupants which will be parked in the Unit;

(ii) A criminal background report, acceptable to the Board, and in a form required by the Board, for each prospective adult occupant of the dwelling.

(k) The following qualifications of prospective occupants and tenants must be observed:

(i) The total number of occupants allowed to reside in or occupy a Unit shall not exceed the maximum number of occupants allowed in the Unit pursuant to any ordinance, code or regulation of the City of McKinney, State of Texas or any other governmental entity with jurisdiction over the Unit, or the Governing Documents, Rules of the Association or Service Area.

(ii) Owner may not lease to or allow any person to reside in or occupy a Unit who has been convicted of any felony crimes involving violence; crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

(iii) "Sex Offenders," as defined below, are prohibited from leasing, residing in or occupying any Unit and Owners are strictly prohibited from entering into any lease with or allowing any Sex Offender to own, occupy or reside in a Unit. The Board has determined that any individual who is required to register under the Sex Offender Registration Program, with the exception of an offender assigned a risk assessment of Level 1 (Low), presents an unreasonable danger to the residents of Craig Ranch by virtue of the Sex Offender's access to the Common Area facilities to which all residents have shared access. Further, in traveling to and from these Common Areas, the residents of Craig Ranch, especially children, are subject to contact with any such Sex Offender on a frequent and continuing basis. Such potential exposure, in light of the legislature's recognition of the serious danger posed by such an individual, dictates that a Sex Offender should be prohibited from permanently or temporarily residing in Craig Ranch. "Sex Offender" is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future) or pursuant to any other law of the State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation. A "Sex Offender" also includes a person who is required to register as a sex offender but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program. The identity of Sex Offenders can be obtained from various public access Internet web sites, such as the Texas Department of Public Safety web site at http://records.txdps.state.tx.us.

THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES, OCCUPANTS OR OWNERS RESIDING WITHIN CRAIG RANCH HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME OR SEX OFFENDER OF ANY LEVEL.

4. **Termination of Lease Permit.** Upon the failure of an Owner to comply with the Governing Documents including, without limitation, this Leasing Policy, the Lease Permit shall terminate immediately and not be eligible for a new Lease Permit until the default is cured or otherwise addressed to the satisfaction of the Association. The Association shall have the power and authority to enforce this Leasing Policy, in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Unit which does not comply with the requirements and restrictions hereof. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF A UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS LEASING POLICY.

5. **Appeal to Board.**

(a) If a Unit is not eligible for, or has been denied a *Leasing Permit* for any reason, the Board, in its sole discretion, may, nevertheless, grant a *Leasing Permit* if:

(i) Owner is required to relocate more than one hundred and fifty (150) miles away from the Unit and cannot sell the Unit within six (6) months after the Owner notifies the Association ("Notice Period") of Owner's intent to sell the Unit and relocate. Owner must make reasonable efforts to sell the Unit. Proof of the need to relocate and the reasonable efforts to sell the Unit, in form and substance reasonably acceptable to the Association, will be required before a request hereunder is considered (reasonable selling efforts, in the sole discretion of the Board, shall include, but are not limited to, a sales price of no more than 110% of current appraised market value, engagement of a licensed real estate broker/agent, and a statement from such broker/agent indicating that in such broker/agent's opinion, the Unit is unlikely to sell within the Notice Period);

(ii) Death of Owner and transfer of title to the Unit, other than to a joint Owner, Owner's surviving spouse or heirs, executors, personal representatives or administrators, is not likely to occur for six (6) months from the date of Owner's death according to the joint Owner, Owner's surviving spouse or heirs, executors, personal representatives or administrators of Owner's estate;

(iii) Married Owners terminate their marriage by formal legal action and cannot sell the Unit within six (6) months following the effective date of the dissolution of the marriage ("Marriage Notice Period"). Owner(s) must make reasonable selling efforts to sell the Unit. A copy of the Order of the dissolution of the marriage and proof sufficient to the Board that the Unit is listed for sale will be required before the request hereunder is considered (reasonable selling efforts, in the sole discretion of the Board, shall include, but are not limited to, a sales price of no more than 110% of current appraised market value, engagement of a licensed real estate broker/agent, and a statement from such broker/agent indicating that Unit is unlikely to sell within the Marriage Notice Period);

(iv) Owner temporarily relocates more than one hundred and fifty (150) miles away from the Unit and intends to return to the Unit to live (within one (1) year after vacating the Unit). If Owner does not return and continuously reoccupy the Unit, Owner, on or before the expiration of such one (1) year period, must reapply. Proof, satisfactory to the Board in its sole and absolute discretion of the need to relocate will be required before the request is considered;

(v) Owner has sold the Unit to a third-party and must temporarily lease the Unit from the new Owner pending relocation. Such temporary Lease may not exceed a period of four (4) months from the date of transfer of title to the new Owner; or

(vi) The Board determines that, due to circumstances outside the control of Owner, justification exists to grant *Leasing Permit,* for any reason, upon terms and conditions acceptable to the Board.

(b) Notwithstanding the forgoing, the granting of a *Leasing Permit* under this paragraph shall not serve to obligate the Board to grant a *Leasing Permit* to Owner thereafter and the Board may terminate such *Leasing Permit* at any time for any reason in its sole and absolute discretion.

6. **Penalties.** Penalties for violations of the Rules contained in this Leasing Policy:

(a) Immediate $1,500 fine upon discovery of violation; and

(b) $800 fine per month for each month that the violation continues to exist;

(c) Revocation of all of Owner's and Owner's tenant's access to amenities, including tenant access; and

(d) In the event that tenant, or a person living with tenant, violated the Governing Documents, Rules of the Association or these Residential Leasing Requirements for which a fine is imposed, such fine shall be assessed against Owner. Owner shall pay the fine upon notice from the Association.

Exhibit A

Craig Ranch Community Association ("CRCA")
Application for Leasing Permit

After you have submitted this application ("Application") to the CRCA (via delivery of hard copy to the CRCA's office or online), your request is reviewed and processed in accordance with the Governing Documents. Please be sure to review the *Residential Leasing Policies and Procedures (amended and restated August 26, 2020).* Within 30 days of CRCA's receipt of the Application, you should receive a copy of this Application that indicates the status of your request (below). Failure of CRCA to respond within such thirty (30) day period shall not be deemed as untimely or as an approval of the Application and should be considered as denied unless further notice is received from CRCA. If your Application is approved, the approval is valid for ninety (90) days from the date of approval. You must fully execute a Lease for the entity of the Unit within the ninety (90) day period or the approval is terminated and you must submit a new Application. If you have any questions, please contact the management office.*

Owner Information

Owner Name: _____

Community: _____

Property Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

*If your request concerns circumstances which are not addressed by the *Residential Leasing Policies and Procedures*, please explain how your request meets the requirements as outlined in the *Residential Leasing Policies and Procedures.* Attach additional sheets as necessary.

_____

_____

_____

For Office Use Only

☐ ***Leasing Permit* Approved. Permit Number_____**

☐ ***Leasing Permit* Denied**; community is over 25% leased. You have been placed on the waiting list.

☐ **Special Request Approved**. Special request period expires _____.

☐ **Special Request Denied**; request does not meet the requirements as outlined in the *Residential Leasing Policies and Procedures*. You have been placed on the waiting list.

☐ **Other**: _____

Authorized Signature: _____ Date: _____

Exhibit B
Craig Ranch Community Association ("CRCA")
Tenant Document Receipt Form

Owner / Property Information

Community: _____

Property Address: _____

Unit Owner Name: _____

Unit Owner Phone: _____ Unit Owner Email: _____

Property Management Information

Property Management/Real Estate Agent Company Name: _____

Property Manager/Real Estate Agent: _____ Phone: _____

Email: _____

Tenant Information

Tenant Name(s): _____

Tenant Phone 1: _____ Tenant Phone 2: _____

Tenant Email 1: _____ Tenant Email 2: _____

Initial Lease Start Date: _____ Lease Term: _____ months

We certify that we, the undersigned, as Owners of the Unit have given the undersigned Tenant(s) a copy of CRCA's Governing Documents. We, the undersigned Owner and Tenant(s) certify that attached hereto is a true, correct and complete copy of the Lease (herein so called) between Owner and Tenant(s). Tenant shall comply with all provisions of the Governing Documents and Rules of CRCA, and any Parcel Association and/or Service Area, and the Lease shall control the conduct of all other occupants and guests of the leased Unit in order to ensure their compliance. Any violation of the Governing Documents or Rules of the Association, any Parcel Association and/or Service Area, by Tenant(s) or any occupant or any person living with Tenant(s), is deemed to be a default under the terms of the Lease and, irrespective of the terms and conditions of the Lease, Tenant(s) authorizes CRCA to terminate the Lease without liability and to evict Tenant(s) in accordance with Texas law. Tenant(s) hereby delegates and assigns to CRCA, any Parcel Association and/or Service Area, acting through the applicable Board or other authority, the power and authority of enforcement against Tenant(s) for breaches resulting from the violation of the Governing Documents, the Rules of CRCA, any Parcel Association, Service Area and/or the Lease, including the power and authority to evict Tenant(s) as attorney-in-fact on behalf and for the benefit of Owner. Should Tenant(s) wish to access any available Amenities, Tenant(s) must obtain Amenity access devices (unique to each Tenant(s)) from the CRCA's office.

Signatures

Owner Signature: _____ Date:_____

Tenant 1 Signature: _____ Date:_____

Tenant 2 Signature: _____ Date:_____

Return an original, signed copy to:
Craig Ranch Community Association
7951 Collin McKinney Parkway, Suite 850
McKinney, TX 75070

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/19/2020 08:53:24 AM
$66.00 DFOSTER
20201019001806530

EXHIBIT "E-1"
Formula for Allocating Liability for Assessments and Votes Among Units

1. **Determination of Equivalent Units**. For purposes of allocating Common Expenses and Service Area Expenses among Parcels, and for purposes of allocating votes in the Association among Parcels, each Parcel shall be assigned a number of Equivalent Units. The number of Equivalent Units for each Parcel is determined in accordance with the table set forth below based upon land use classifications within the Parcel, including any Unit within the Parcel, as determined by applicable zoning or actual use. Each Parcel shall be assigned a minimum of one (1.0) Equivalent Unit.

In the event that the land use classification for a particular Parcel or Unit is not clear, the determination of land use classification made by Founder shall be controlling during the Development and Sale Period. Notwithstanding anything to the contrary in Section 23.2, during the Development and Sale Period the Founder unilaterally may amend this Exhibit "E-1" to create additional Land Use Classifications (which may accommodate combinations of different uses in the same building) and to assign Equivalent Units to such new use. Thereafter, the Board shall determine land use classifications; provided, the land use classification of a Parcel or Unit hereunder shall not be changed once established unless changed on the recorded plat or unless there has been a change in the predominant use of the Parcel or Unit.

Land Use Classification	Equivalent Units
Residential Unit (improved or unimproved)	1.0 per Unit
Unimproved Residential Units or Parcels owned by a Parcel Developer within a Service Area or Parcel Association excluding Residential Units or Parcels in Craig Ranch North	1.0 per ½ acre of land
Restaurant, retail and/or service establishments, entertainment (except as otherwise provided), lodging	4.0 per acre of land comprising the Parcel or Unit*
Sports, recreation, ball fields, movie theater	2.0 per acre of land comprising the Parcel or Unit*
Office use (including medical and other professional uses) and non-profit educational uses (*e.g.*, schools)	4.0 per acre of land comprising the Parcel or Unit*
Private pre-school, child-care, Montessori, and/or elementary and middle schools located West of Alma Road	1.0 per Unit
Rental apartment development or congregate care facility containing multiple apartments or residences with shared facilities, operated on commercial basis (improved)	0.15 per dwelling unit (rounded up to nearest full Equivalent Unit)**
Unimproved land intended for rental apartment development or congregate care facility containing multiple apartments or residences with shared facilities, operated on commercial basis	1.0 per 10 dwelling units permitted by applicable zoning (rounded up to nearest full Equivalent Unit)
Other unimproved land intended for nonresidential use	1.0 per ½ acre of land comprising the Parcel or Unit*
Exempt property	0

*(Acreage shall be calculated without rounding. Equivalent Units shall be rounded up to the nearest full Equivalent Unit)
**(If apartments are converted to condominium use, Equivalent Units shall be converted accordingly)

Notwithstanding the above, any Non-Residential Unit assigned Equivalent Units on the basis of acreage and exceeding 4 acres in size shall be assigned 50% of the Equivalent Units otherwise specified above for that portion of the Non-Residential Unit in excess of 4 acres on which no structures are constructed.

Examples

- A rental apartment complex consisting of 212 apartments would be assigned 32 Equivalent Units (212 dwelling units x 0.15 = 31.8, rounded up to 32).

- A rental apartment complex on a 2-acre parcel and consisting of 50 apartments with a retail store located on the ground floor of the building would be assigned 16 Equivalent Units (50 dwelling units x 0.15 = 7.5, rounded up to 8) + (2.0 acres x 4.0 = 8).

- An office building on a 2.3-acre parcel would be assigned 10 Equivalent Units (2.3 acres x 4 EU/acre = 9.2, rounded up to 10).

- An office complex on a 5-acre parcel with 3 acres devoted to parking and open space would be assigned 20 Equivalent Units (5.0 acres x 4 = 20.0).

- A Parcel within a Parcel Association consisting of 500 Residential Units and common area recreational amenities would be assigned 500 Equivalent Units.

In the case of Non-Residential Units within a condominium, each such Unit shall be deemed to contain the area of land determined by multiplying the Unit's percentage interest in the common elements of such condominium by the total acres of land comprising the condominium. In the case of Non-Residential Units subject to the jurisdiction of a Parcel Association which holds title to common property for the benefit of such Units, each such Unit shall be deemed to include, in addition to the land within the boundaries of the Unit, its pro rata share of the common property of such Parcel Association, based upon the percentage liability for common expenses of such owners association attributable to the Unit.

The land use classification of a Non-Residential Parcel or Unit shall be deemed to be unimproved land until the earlier of:

(a) the date upon which a certificate of occupancy is issued by the appropriate governmental authority for the improvements constructed on or comprising the Parcel or Unit; or

(b) the date upon which the Parcel or Unit is actually used or occupied for purposes other than construction of improvements thereon;

at which time it shall be reclassified under the land use for which the improvements were designed and intended, if vacant, or the actual use, if occupied.

If an occupied Parcel or Unit is subsequently vacated, it shall continue to be classified under the last land use classification assigned to such Parcel or Unit prior to it being vacated, until the date of commencement of a new business, operation, or activity in or from such Parcel or Unit which more appropriately falls under a different land use classification.

2. Calculation of Assessments. The share of any Common Expenses or Service Area Expenses to be assessed by the Association against a Parcel shall be represented by a fraction, the numerator of which is the number of Equivalent Units assigned to the particular Parcel and the denominator of which is the total number of Equivalent Units assigned to all Parcels subject to such assessment. Such fraction shall be multiplied by the total dollar amount of the expenses to be assessed in order to determine the dollar amount of the assessment to be levied against the particular Parcel.

3. Calculation of Votes. Each Parcel shall be allocated the number of votes corresponding to the number of Equivalent Units within the Parcel.

4. Computation by Board. The land use classification and number of Equivalent Units assigned to each Parcel, and the share of assessments (stated as a percentage) to be levied on each Parcel subject to assessment shall be computed at least annually by the Board of Directors as of a date that is not less than 60 days prior to the beginning of each fiscal year. If the use of a Parcel or Unit changes during the fiscal year, the Board shall be authorized to adjust the assessment against the Parcel or Unit effective with such change in use, but the Board need not reallocate assessments against all Parcels to take into account such change until the budget is redetermined. Notice of the percentages for each Parcel (including a summary of the computations) shall be sent to each Owner together with the notice of the assessment.

In the event that additional real property is made subject to this Charter between annual cutoff dates for computation of Equivalent Units, the Board shall recompute assessment and voting percentages for each Parcel and send notice of such recomputed percentages to each Owner; provided, however, no adjustments shall be made in any assessments previously levied to reflect such recomputation.

EXHIBIT "E-2"
Notice of Base Assessments and Community Enhancement Fee

1. Notice of Base Assessments. Each purchaser or grantee of a Parcel or Unit within Craig Ranch is hereby notified that the rate of Base Assessments is $305.00 per year per Equivalent Unit assigned to such Parcel or Unit.

2. Notice of Community Enhancement Fee. Each purchaser or grantee of a Parcel or Unit within Craig Ranch is hereby notified that the Community Enhancement Fee adopted pursuant to Section 14.10 of the Charter is fixed in an amount equal to the sum of: (i) 0.25% of the first $300,000 of the gross selling price of the Parcel or Unit, plus (ii) 0.5% of any excess amount of the gross selling price of such Parcel or Unit over $300,000; provided, a Supplement may limit the Community Enhancement Fee applicable to particular property.

EXHIBIT "F"
Index to Design Guidelines & Maintenance Policies

Applicable to All of Craig Ranch

F-1 Construction Site Policy (08/19/2008)
F-2 Builder Qualification Policies and Procedures (08/19/2008)
F-3 Certificate of Compliance Procedures (12/12/2005)

Applicable to Commercial Parcels and Units

F-100 Commercial Design Guidelines (01/2006)

Applicable to Residential Parcels and Units

F-200 Residential Exterior Maintenance/Modification Policies, Procedures, Guidelines & Resolutions
F-201 Guidelines for Installation of Certain Roofing Materials, Rain Water Harvesting Systems, Flags and Solar Energy Devices (08/25/2011)

CRAIG RANCH

Exhibit "F-1"

Construction Site Policy (Effective 08-08)

Resolution of the
Craig Ranch Community Association, Inc.
Board of Directors
Regarding Community Wide Standards for Construction Sites

WHEREAS, the Community Charter for the Craig Ranch Community Association, Inc. (Association) grants the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board desires to adopt and set forth various criteria and elements of the Community Wide Standards as such term is defined within the Charter, with respect to the maintenance of construction sites throughout the Association;

NOW, THEREFORE BE IT RESOLVED, that the following Community Wide Standard for construction sites shall be established as written below and that level of installation, maintenance and repair necessary to maintain a clean, attractive and sanitary appearance throughout the community and at a level which is generally consistent with other first-class communities in the area. The standards are adopted to address specific elements of the Community Wide Standard in order to provide guidance to Builders, but such description is not all-inclusive. The Board may expand the foregoing description through subsequent resolutions to address other areas, modification of the design guidelines, or amendment of the governing documents. The omission of any such description shall not preclude the enforcement of the Community Wide Standard for Construction Sites, as to areas not specifically addressed by this resolution.

These standards will apply to all Builders:

CONSTRUCTION DEBRIS

The day to day cleanliness of each job site, and lot, is paramount to the appeal of our community to potential homebuyers. We require each job site be kept in a clean and orderly manner. Unsightly job sites and lots will not be tolerated.

Upon the completion of each of the following phases of home construction, each lot and appropriate surrounding areas and streets shall be fully cleaned:

1. Framing
2. Roofing
3. Bricking
4. Sheetrocking

5. Final Construction

This includes the removal of all debris, such as scrap material, wood, shingles, bricks, sheetrock and concrete curbing, etc.

Enforcement:
If a Builder fails to clean the lot at the end of each phase, a "Craig Ranch Site Policy Violation Memorandum" (Attachment A) will be placed on the job, mailed or faxed, or a courtesy call may be placed to a Builder's representative. The Builder will be given 72 hours to clean the lot following notification. If the lot is not cleaned, Craig Ranch Community Association "CRCA" (the "HOA") will hire a cleaning company to clean the lot. The Builder will be invoiced for the actual cleaning cost incurred, plus an administrative fee to the HOA of $ 50.00; however, the minimum charge shall be $ 200 per lot.

BLOWING TRASH AND TRASH RECEPTACLES

Each Builder will insure that blowing trash such as paper wrappers, soft drink cans and construction material is picked up on a daily basis. A trash barrel or trash pen is required to be provided by the Builder for each lot with a house under construction.

Enforcement: Upon inspection of the lot, if a construction site violation exists, a violation notice will be faxed to the appropriate Builder representative. The Builder will then be given 72 hours to clean the lot. If the lot is not cleaned, the HOA will then send out a **first offense warning notice**.

The Builder will be considered in violation of the construction policy **a second time** if the lot has not been cleaned within 72 hours and a fine of $ 75.00 will be levied.

Each additional violation for the same lot will then warrant an additional $ 50.00 fine. After the fourth violation, the HOA will correct and then invoice the Builder for the actual cleaning cost.

SNOW / SILT / CONSTRUCTION FENCES

Applicable Lots:
Residential lots which abut common green space such as a golf course, lake or creek, or a completed residential house, shall install a snow / silt/ construction fence on the lot line that abuts common green space or completed residential house.

When:
The fencing shall be installed prior to placing foundation forms and remain throughout construction until landscape installation commences.

Responsibility for Fencing:
It is the Builder's responsibility to obtain and install all fencing.

Installation Location:
The fencing shall be installed to confine trash to the construction site, utilizing the lot perimeter in most cases.

The fencing requirements are not intended to replace or conflict with any local municipal requirements (i.e., silt fencing), but are intended to complement the efforts to maintain clean construction site activity and prevent unnecessary debris from leaving each construction site.

Enforcement
If a Builder commences construction without the installation of the fencing or fails to maintain a standing fence, a "Craig Ranch Site Policy Violation Memorandum" will be placed on the job, mailed or faxed and a Builder's representative may be contacted by phone. The Builder will be given 24 hours to correct the problem. If not corrected, the HOA will correct and then invoice the Builder in the following amounts.

1. Install Fence - If the HOA must install the fence, the charge will be $ 200.00 plus appropriate deposit.

2. Correct Fence - The charge will be $ 100.00

HOURS OF CONSTRUCTION

Weekdays - Construction activities shall not occur prior to 7:00 AM nor continue past 9:00 PM in accordance with City of McKinney ordinances.

Saturdays - Construction activities shall not occur prior to 8:00 AM nor continue past 5:00 PM in accordance with City of McKinney ordinances.

Sundays - Construction activities shall not occur prior to 1:00 PM nor continue past 5:00 PM in accordance with City of McKinney ordinances. Construction is to be confined to a scope that is not noisy (i.e., noisy - framing, masonry, roofing, etc.; non-noisy - painting, wallpapering, cleanup, etc.). No loud radios will be allowed.

Enforcement:
If a Builder fails to honor allowable construction start and stop times the following shall occur:

First Offense	Warning
Second Offense	$ 75.00 Fine
Third Offense	$ 50.00 Additional Fine
Fourth Offense	$ 50.00 Additional Fine

Habitual offenders will be handled on a case by case basis with the HOA.

MISCELLANEOUS CONCERNS

The golf course, lakes, and improved Homeowner Association common areas are strictly off limits. The Builder or his construction team shall not damage the golf courses, lakes, or common areas in any way. Any damage to the golf courses, lakes, or common areas by the Builder or his construction team shall be repaired by the HOA at the Builder's expense.

All construction traffic will drive at or below posted speeds. Violators will be reported and prosecuted.

No hunting, fishing, consumption of alcoholic beverages, narcotics or loitering is allowed on any part of Craig Ranch at anytime. Violators will be reported and prosecuted.

Radios that become an annoyance will not be permitted to remain in operation.

If the drivers of concrete trucks choose to dump remains and/or wash down their equipment, it must be done only at the designated concrete wash-out location within the village where construction is occurring. The site signage and instructions at this location are clearly set forth and must be adhered to strictly. Any dumping or washing out at other sites on Craig Ranch by the Builder or his construction team is prohibited and will be corrected by the HOA at the expense of the Builder, plus an administrative fee of $ 50.00 will be added to direct cost incurred.

No equipment or vehicles will be allowed to park on parkways, medians, or any property that is not either public r.o.w. or the Builder's own property. Streets cannot be blocked for an unreasonable length of time.

Erosion onto adjacent properties (other residential lots, golf courses, creeks, lakes or streets) is strictly prohibited and must be prevented by using hay bales, temporary retaining walls or other appropriate measures. If erosion occurs, the HOA will clean the property that the erosion occurred upon, temporarily retain the lot from future erosion, and invoice the Builder for such costs.

The Builder and his construction team must take special care not to damage above ground features such as entry monuments, screening and retaining walls, concrete curbs, pavement, sidewalks, fire hydrants, warning signs, street and traffic signage, utility pedestals, transformers and switchgears, hike and bike trails, trees, landscaping, sprinkler heads, irrigation meters, controllers and other improvements. Any such damage will be repaired at the Builder's expense.

COMPLETED STATUS REPORT

The Craig Ranch Community Association, Inc. has requested a status report concerning the compliance of new homes with the Declarations of Covenants and Restrictions (DCR's) prior to final conveyance of property to the homeowner. The report will convey a compliant or non-compliant status with the DCR requirements. Please find an attached copy of the status report.

Upon notification by the Association of a home closing, the property will have a status report administered. The completed status report will be forwarded to the Association and to the Builder. If the property is found to be non-compliant, the Builder will be responsible for achieving a compliant status within 10 days of notification of non-compliance.

This is to certify that the foregoing resolution was adopted by the Craig Ranch Community Association, Inc. Board of Directors on this 19th day of August, 2008 and became effective as of until such date as it may be modified, rescinded or revoked.

By: Craig Ranch Community Association

Richard D. Thomas

President

Exhibit "F-2"

CRAIG RANCH

Builder Qualification Policies and Procedures

Resolution of the
Craig Ranch Community Association, Inc.
Board of Directors
Regarding Builder Qualification Policies and Procedures

WHEREAS, the Community Charter for the Craig Ranch Community Association, Inc. (Association) grants the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS it is desirable to impose certain reasonable restrictions on the process of qualifying a builder for construction within the development;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the qualification of builders within Craig Ranch:

1. Submit a request using the official *Builder Application* form. An incomplete request without full submittal of all requested information and documentation will be automatically denied.

2. Founder and ARC will review the Application for completeness, verify accuracy of information presented and inform management of its decision. Management will inform the Builder/Owner of the decision in writing.

3. Standards that will be considered include but are not limited to:
   a. Financial Stability of Company;
   b. Reputation of Company within industry;
   c. Trade References;
   d. Current building activity; and
   e. Construction experience of the Builder.

4. Approval for a specific lot or lots does not constitute an indefinite approval. You must resubmit for any additional lots beyond those approved on a prior application.

Exhibit "F-2"

This is to certify that the foregoing resolution was adopted by the Board of Directors of Craig Ranch Community Association, Inc., effective as of August 19, 2008 until such date as it may be modified, rescinded or revoked.

Richard D. Thomas
President

Exhibit "F-3"

Certificate of Compliance Procedures

Resolution of the
Craig Ranch Community Association, Inc.
Board of Directors
Regarding Certificate of Compliance Procedures

WHEREAS, the Community Charter for the Craig Ranch Community Association, Inc. (Association) grants the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board desires to adopt and set forth various criteria as it pertains to Certificates of Compliance;

NOW, THEREFORE BE IT RESOLVED, that the following Certificate of Compliance Procedures be adopted and accepted as policy for the Craig Ranch Community Association, Inc.

The Certificate of Compliance Inspection is a process whereby CRCA inspects all homes within Craig Ranch that are on the market to be sold. The inspection focuses on issues of compliance within our deed restrictions and modification approvals. The purpose of this inspection is to inform both the property seller and purchaser of any outstanding violations that currently exist on that property and to inform the purchaser that deed restrictions are strictly enforced.

1. The property seller has the responsibility for notifying CRCA when their home is on the market. CRCA will also accept requests for inspections from the real estate agents or title company. A Certificate of Compliance inspection must be requested in writing by use of the attached form. CRCA offices must receive this request at least fourteen (14) business days prior to the scheduled sale or conveyance of the property, although earlier requests are encouraged. For the initial inspection no charge must be paid prior to the inspection being completed, provided the reason for inspection is a closing. If an owner wishes to request an inspection for their own purposes and it does not involve a closing, an administrative fee of $40 shall be required to be paid in advance of the inspection being performed.
2. Upon receipt of the request for inspection, CRCA will go out to the house and perform a visual inspection. This inspection will be limited to the exterior portions of the home that are visible from public view. Areas of concern will relate to the condition of the home's exterior (i.e. brick, stucco, siding,

roofing, and roof top vents, stacks, etc, gutters, windows, trim, shutters and doors. Landscape matters such as making sure the shrubs are of adequate size and quantity, determining that the correct minimum number, size and type of street and yard trees exist, and making sure that the lawn, landscape beds, shrubs and trees are properly maintained. A determination will be made as to the adequacy of mechanical equipment screening. Finally, all modifications will be noted to make sure proper approval has been obtained and that the modifications were built as they were approved.

3. As a result of the inspection, one of three reports will be issued:
   a. Certificate of Compliance – signifies that, as of the date report was issued, the home is in Compliance with all of the deed restrictions and regulations of CRCA.
   b. Certificate of Compliance with Provisions – signifies that, as of the date the report was issued, the home is in compliance with all of the deed restrictions and regulations of CRCA with the exception of the items specifically noted on the report. It will detail the violations and list what needs to be done to bring the home in full compliance.
   c. Certificate of Non-Compliance – signifies that, as of the date the report was issued, the home is not in compliance with all of the deed restrictions and regulations of CRCA. This generally means that there are one or more significant deed restriction violations. This report will also detail the problems and explain what needs to be done to bring into full compliance.
4. The inspection report will be issued within five (5) business days after CRCA's having received an official written request. The report will be sent to the current property owner, along with a copy going to the seller's real estate agent and the designated title closing company. It is the seller's responsibility to make sure that all of the information in the report is fully disclosed to the buyer or perspective buyer.
5. If the report issued is either a Certificate of Compliance with Provisions or a Certificate of Non-Compliance, and after the violations have been cured, either of the parties wants a "clean" Certificate of Compliance report to be issued, a re-inspection may be requested. A $25 re-inspection fee will be charged, and an inspection made to determine if all violations have been cured and if a Certificate of Compliance report can be issued. An additional $25 fee will have to be paid for each subsequent re-inspection requested. If a title company is requesting the re-inspection, CRCA will accept the name and address of the title company and the applicable GF number so that the fee may be collected and transmitted to CRCA with the transfer fee and any other assessments, fines, etc.
6. If all of the violations have not been fully cured before closing, it will be up to both the seller and buyer to work out arrangements as to who will be responsible for bringing the home into full compliance. If the buyer takes possession of a home that is not in full compliance, then they become responsible for curing all of the outstanding violations.
7. If the property is sold without the seller requesting a Certificate of Compliance inspection, the property purchaser shall be responsible with the seller for the violations and subject to any and all remedies available to CRCA for violations, including, but not limited to the power to impose fines – *with proper notification*, to require the property owner to remedy the violations, or

Exhibit "F-3"

to remedy the violations on CRCA's own initiative and assess the costs thereof to the property seller and/or purchaser.

8. If CRCA fails to issue an inspection report within five (5) business days, the property owner shall notify CRCA in writing of its failure to issue a report on a timely manner and CRCA shall then issue the inspection report within two (2) business days from CRCA's receipt of the notice.
9. If CRCA fails to issue an inspection report after the receipt of both an initial request, a notice of its failure to respond to the initial request and payment of all applicable fees, an inspection will not be required and the seller shall be entitled to a refund of the inspection fee (if paid).
10. There is no additional cost for the issuance of an inspection report when completed within the five (5) business day timeframe. CRCA can expedite the process with payment of a $200.00 (total) Emergency Inspection Fee. Once the fee is paid after receipt of the written request, CRCA will then issue a report of its findings within one (1) business day.

This is to certify that the foregoing resolution was adopted by the Craig Ranch Community Association, Inc. Board of Directors on this 12TH day of DECEMBER, 2005 and became effective as of until such date as it may be modified, rescinded or revoked.

Richard D. Thomas
President

Exhibit "F-3"

Exhibit "F-100"

CRAIG
RANCH

Commercial Design Guidelines

Craig Ranch

Adopted by the
Craig Ranch Community Association Board of Directors
January 2006

CONTENTS

1. INTRODUCTION	Applicability	4
	Relationship to other plans	4
	Purpose	4
	Community Expectations	4
	Common Design Guidelines	5
2. DESIGN GUIDELINES	Basic Design Principles	10
	Site Development	10
	Building Design	11
3. SIGNAGE GUIDELINES	General Guidelines	14
	Wall Signs	17
	Awning Signs	18
	Window Signs	19
	Projecting Signs	19
	Hanging Signs	20
	Plaque Signs	21
	Ground Signs	21
	Freestanding Signs	22
	Temporary Signs	23

REMINDER:

PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, INSTALLATION OR ORDERING ANY SUPPLIES, MATERIALS, SIGNAGE, ETC. YOU MUST SUBMIT YOUR PROPOSED BUILDING, PARKING, LANDSCAPING, SIGNAGE, AND ANY OTHER PROPOSED PLANS TO THE DESIGN REVIEW COMMITTEE FOR WRITTEN APPROVAL.

INTRODUCTION

Craig Ranch has a unique character and ambience as the community's residential and commercial structures combined with the natural setting of topography and landscape have defined an overall character and environment which is cherished by its residents and instantly recognized by visitors. The community's built environment is characterized by a quiet architectural demeanor, respect for neighboring properties, and the attention to architectural detail and landscaping.

These guidelines contain a clear statement of community expectations to assist property and business owners in understanding the community and commercial development features that assist in defining the overall ambience and sense of place that contribute so strongly to the liveability and economic vitality of Craig Ranch.

The guidelines are intended to establish a balance that preserves and enhances Craig Ranch's livability while supporting the economic vitality that provides the resources for community services and the uses that make Craig Ranch a complete community.

These design guidelines will be used by the Management staff, Design Review Committee, and Board of Directors in evaluating changes to existing properties and new construction. While the guidelines are organized around specific physical districts within the community, other commercial properties located outside the specific district boundaries should conform to the Common Design Guidelines (see pages 5-10) and the spirit of this document.

HOW TO USE THIS DOCUMENT

- Review the Community Expectations in the Introduction to obtain an overview of the characteristics and features valued by the Community.

- Take a drive and walk around the Community's commercial and residential areas to observe both existing development as well as elements that contribute to the community's overall ambience.

- Review the Common Design Guidelines in the Introduction. Of special importance are the guidelines which stress design that maintains and reinforces the unique scale and character of Craig Ranch.

- Review the Guidelines chapter applicable to the location of your project.

- Review the Signage Guidelines in this document.

- An early, informal meeting with the Community's management staff to review your preliminary development plans and designs is generally a good idea to identify any special problems and concerns before you have committed large amounts of time and money for the preparation of application drawings and materials.

- For projects that are located adjacent to or near residential neighborhoods, applicant meetings with affected residents are strongly encouraged.

INTRODUCTION

1

1.1 APPLICABILITY

These guidelines are applicable to all types of permits including sign permits, building permits, and architecture and site approvals. The Common Design Guidelines (see pages 9-14) and the Signage Guidelines (see pages 53-67) apply to all commercial properties in Craig Ranch.

1.2 RELATIONSHIP TO OTHER PLANS

The design guidelines in this document incorporate and replace any previously designed Commercial Design Guidelines whether verbal or in writing.

1.3 PURPOSE

The guidelines contained in this document are intended to accomplish the following:

- Provide guidance to property owners and their design professionals in planning and designing new buildings and remodeling existing structures.
- Provide a greater degree of project review and approval predictability.
- Ensure that new development reinforces and supports the special qualities of the Craig Ranch Community.
- Establish a high level of design quality.
- Maintain a building scale that is consistent with the Community's small scale image.
- Provide information to allow for the adaptation of corporate and franchise designs to the unique character of Craig Ranch.
- Reinforce the special qualities of the Community's visual character.
- Protect property owner investments by discouraging inappropriate adjacent development.
- Good design can enhance the viability of a business.
- Streamline the development review process by more clearly communicating community expectations to property owners and developers.
- Provide visual continuity along street frontages.
- To encourage signs which are in scale and harmony with the architecture and the character of Craig Ranch.

1.4 COMMUNITY EXPECTATIONS

- Maintenance of the existing small town feel
- Highest quality architectural, landscape and site development design
- High quality materials and craftsmanship
- Careful attention to architectural and landscape details similar to the Community's residential structures
- Variety and diversity of architectural character that support the current interesting mixture of styles
- Small scale buildings with a strong pedestrian orientation
- The sensitive interface of commercial development with adjacent residential neighborhoods
- Strong encouragement of a unique Craig Ranch scale and character
- Chain or franchise projects tailored to the unique qualities of Craig Ranch
- Avoidance of architecturally trendy buildings in favor of more timeless qualities
- A strong commitment to landscaping
- Maintenance of a sense of place with views of surrounding hills preserved
- Rich architectural fabric with interesting details
- Designs adapted to a human and pedestrian scale rather than to an automobile scale
- Scale and character appropriate to the setting
- Buildings over two stories are discouraged in areas covered by these guidelines unless special circumstances warrant additional building height

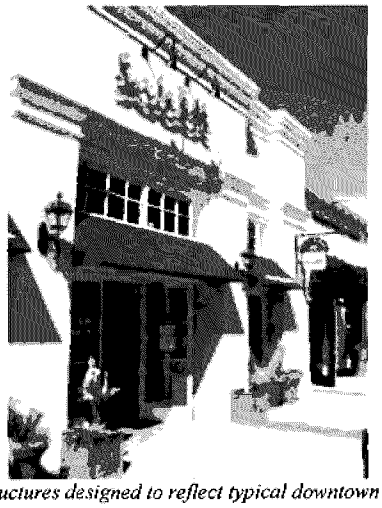
• Mixed use buildings are encouraged wherever appropriate to the surrounding neighborhood
• Thoughtful architectural design - not boxes with cosmetic attachments
• Unity of design treatment with all sides of the structure related to the design of the primary facades (i.e., 360 degree architecture)

1.5 COMMON DESIGN GUIDELINES

The following guidelines apply to all commercial development in the Craig Ranch Community regardless of location.

1.5.1 Design to maintain and reinforce the unique scale and character of Craig Ranch

a) Break overall building masses into segments similar to those of nearby structures and parcels.



Example of new structures designed to reflect typical downtown storefront module.

b) Design with respect for nearby historic buildings and unique neighborhoods of the Community.
c) Avoid design which consists largely of boxes with applied design elements.

Avoid boxes with applied architecture.

ARCHITECTURAL STYLE

• These guidelines are not intended to establish or dictate a specific style beyond the desire to maintain the Community's small town character and attention to human scale and detail.
• Applicants are asked to look at the historic and more recent small scale structures which have been designed with attention to the provision of layers of detail and the integration of landscaping into the designs.
•Designs merely repeated from other communities or without thought to the special qualities of Craig Ranch are strongly discouraged, and unlikely to be accepted.

CORPORATE ARCHITECTURE

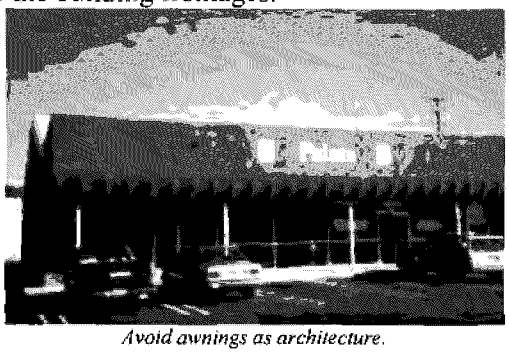
• The Community will work with applicants to adapt critical functional features of prototype plans to their Craig Ranch sites, but will not accept standard plans, building forms, elevations, materials, or colors that do not relate to the site, adjacent development, or Craig Ranch's community character.
• Applicants are encouraged to meet early in the process with the Community's Management staff to discuss their plans and building prototypes.

SUSTAINABLE DESIGN

Craig Ranch supports sustainable design in the construction of new facilities and the remodeling of existing buildings. Applicants are expected to utilize creativity in adapting sustainable design elements to the unique qualities of the Community's visual environment and the expectations set forth in this design guidelines document. Management staff will work closely with applicants to achieve this goal. Special attention will be expected of all applicants in the following areas:

• Use of energy efficient HVAC systems
• Use of solar energy
• Reduction of energy demands through simple techniques such as operable windows and sun control methods
• Minimization of storm water runoff
• Use of recycled materials
• Limit use of copper roofing, gutters and trim
• Increase insulation and energy efficient lighting

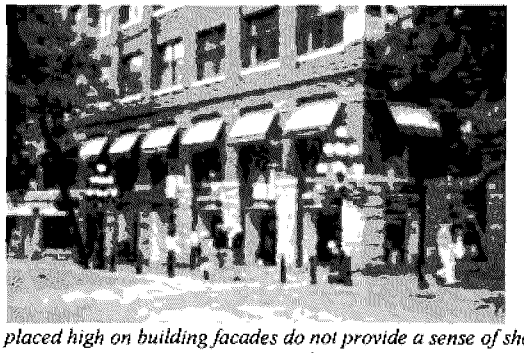
d) Avoid "awning architecture" where large awnings dominate the building frontages.



Avoid awnings as architecture.

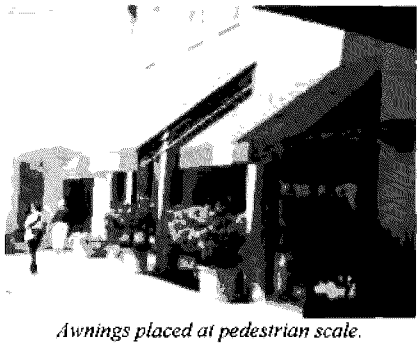
e) Provide varied building and parapet heights except in locations where flat parapets are common.

f) Place awnings and canopies at elevations that relate to the height of pedestrians and provide a sense of shelter. Use awning appropriate to the building style.



Awnings placed high on building facades do not provide a sense of shelter or pedestrian scale.

g) Break facade segments into modules that reflect those common along nearby commercial building frontages.



Awnings placed at pedestrian scale.

For facades along streets that are closely related to nearby residences, break larger building elements into modules that are sympathetic to the smaller scale of those houses.

MIXED USE PROJECTS

Mixed Use projects will generally consist of residential units or office space located over ground floor retail shops or restaurants. Entries to upper floor uses should be located on facing streets or on landscaped passageways with direct access to the street.

The entries should be distinctive and well defined with elements such as attractive doorways and sidelights, awnings, carriage lights, planters with flowers, appropriate signage, and other elements to add visual richness and human scale. Upper levels should be designed with a distinctive character and design elements that will relate the upper levels to the street and provide visual interest. These elements might include bay windows, projecting balconies with landscaping and French doors, or awnings over the windows. Window proportions on the upper levels should generally be smaller than ground floor windows, vertical in proportion, and related to the ground floor windows.

1.5.2 Provide a richness of architectural facade depth and detail

a) Express columns and beams on the building's exterior.

b) Provide a number of facade layers (e.g., front of columns or

pilasters, wall plane, window frame, and window glass).
c) Finish wall tops with overhangs, projecting cornices, and column caps that provide a strong visual terminus to the structure.
d) Use applied and integrated design elements (e.g., exposed rafter tails on sloped roofs, cornice moldings, applied medallions).

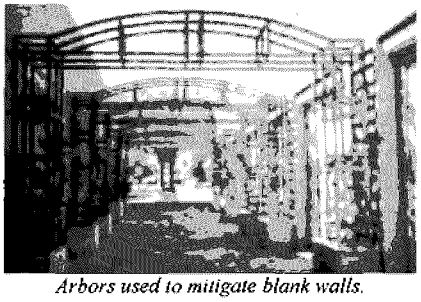
Example of façade depth and detail

1.5.3 Provide a unified design around all sides of buildings
a) Maintain continuity of design, materials, color, form and architectural detail for all elevations of a building that are visible from public areas or adjacent residences.
b) Where continuity of design is difficult to achieve, substantial landscaping should be provided to screen the area.

Example above showing simple reflection of front façade design on building side.

1.5.4 Avoid blank walls and service areas which are visible from adjacent streets and projects
a) Orient buildings to avoid blank walls and service areas which are visible.
b) When blank walls are unavoidable, add pilasters, trellises, and/or lattices along with landscaping to make the facades more attractive.

Lattices and flowering vines used to mitigate blank walls.



Arbors used to mitigate blank walls.

1.5.5 Integrate the screening for all trash and service areas into the design of the buildings.
a) Avoid walls that appear to be tacked onto the main structure in favor of walls that integrate the service walls into the overall design of the building complex.
b) Match wall materials to that of the building.
c) Where screen walls are prominently visible, provide additional detail appropriate to the design of the main structure (e.g., wall caps similar to those on a primary structure).
d) In many cases, the use of a lattice work with dense, flowering vines may be used. In those cases, a lesser building material (e.g., concrete block) may be used if the lattice work will provide a strong texture while the landscaping is growing to maturity, and if it can be demonstrated that the landscaping selected will provide a green screening of the walls within two years of installation.

Trash enclosures that are well integrated into the building's design.

1.5.6 Screen all roof equipment

a) All roof equipment must be screened to minimize its visual impact on views from public rights-of-way.

b) Locate equipment in recessed roof wells or hide equipment behind parapet walls so that it cannot be seen are the preferred solutions.

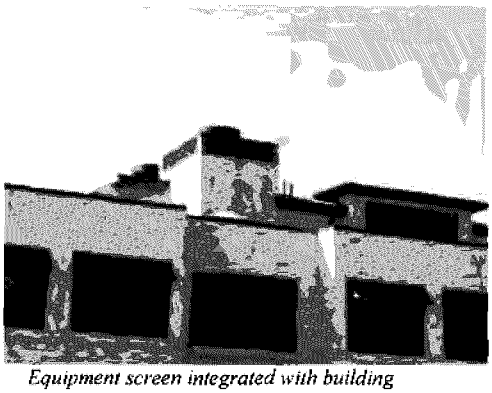
c) Roof screens should be constructed from materials as similar to the building walls as possible, and should be designed to appear as an architecturally integrated part of the building rather than an added-on element.

d) In cases where mechanical wells or parapets of sufficient height to screen equipment are not possible, equipment should be clustered and placed as far as possible from building edges. The visible equipment should be painted a color that will blend the equipment visually with the backdrop (e.g., pale blue for elements seen against the sky.)

e) Submit a roof plan at the time of submittal for review and approval. The plan shall show the location, type and size, including height, of all roof mounted equipment. The application elevation and section drawings shall also show the location and size of all roof mounted equipment.

f) Special conditions for solar panels that minimize any negative visual impacts on Community character. A less than optimal efficiency slope for the panels may be required to minimize their visual impact if such a condition would not decrease the efficiency of the panels by more than 20%. Or, other visually neutral methods to achieve similar energy efficiencies may be required (e.g.; insulation, efficient windows, solar screening of windows, energy efficient HVAC systems, etc.).

- Hide solar panels, if possible, or integrate panels into the architectural forms and character of the building if it is not possible to hide them
- Avoid a tacked on look



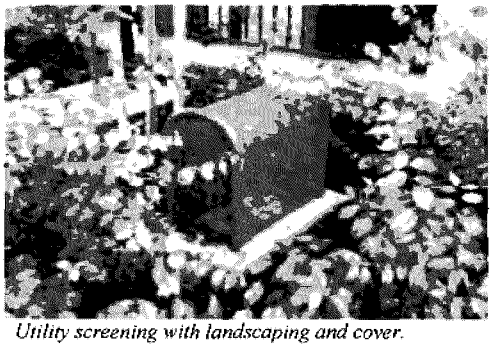
Equipment screen integrated with building design.

1.5.7 Provide visual buffering of on-site utility elements

a) Locate transformers, valves and similar elements where they will be least visible from public rights-of-way. If not possible, these elements should be placed underground or, at a minimum, screened from view with walls and landscaping that relate to the remainder of the project.

b) Utilize landscaping and/or walls to screen transformers and other utility elements if they must be located in close proximity to the public right-of-way.

c) Applicants will be required to submit a site plan at the time of submittal for review and approval to show the location, type and size, including height, of all utility elements to be located on the parcel.



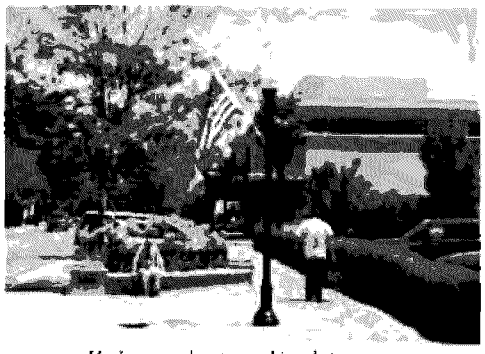
Utility screening with landscaping and cover.

1.5.8 Subordinate parking to the buildings

a) Avoid parking lots in locations that interrupt retail and/or structural continuity near front property lines.

b) Divide larger parking areas into smaller segments with blocks of landscaping.

c) Provide low walls and landscaping at parking lot edges adjacent to public streets.



Hedge as edge to parking lot screen.

1.5.9 Utilize high quality building materials and details

a) The use of exposed concrete block is not allowed, in favor of wood, stucco, or stone. Brick accent may be considered on a case by case basis.

b) Avoid plywood wall facings.

c) Avoid plastic or shiny metal materials and finishes.

d) Avoid rough sawn wood for exposed structural or finished surfaces.

1.5.10 All projects shall be well landscaped

a) Landscaping should relate to existing landscape treatments along the adjacent street fronts.

b) Smaller landscaping (e.g., planter pots, window boxes) are used often within the Community to provide smaller scale elements close to the pedestrian, and should be included within commercial projects whenever possible.

c) Landscaping should have form and substance to define edges and paths, to provide visual focal points, and to buffer less desirable views (e.g., less finished facades facing public ways or residences.)

1.5.11 Maintain a high degree of transparency at all window areas

a) Avoid dark or highly reflective glazing.

1.5.12 Utilize colors appropriate to the use and the surrounding area

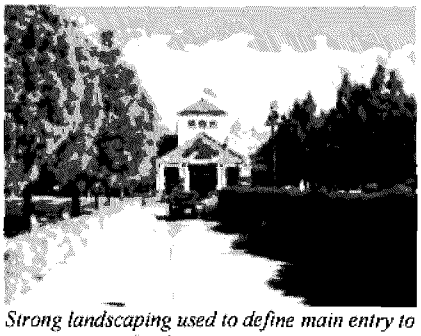
a) Muted tones are generally preferred with stronger accent colors limited to smaller areas of trim.

b) Thoughtful consideration shall be given to the selection of color hues. Consider muted tones of blues, yellows, tans, greys and other hues rather than selecting nondistinctive beiges and browns.

c) In most cases, a range of analogous or complementary colors is preferred over painting all wall surfaces with the same paint color and shade.

d) Strong building colors that are used for branding or advertising purposes may not be approved.

e) Uses which might make a case for stronger colors will be evaluated case-by-case based on the design and the context of surrounding buildings and uses.



Strong landscaping used to define main entry to the shopping center

Small scale landscaping used to enhance pedestrian areas and storefronts

Planter boxes can be used to enhance storefronts and add visual interest to the streetscape

2.1 BASIC DESIGN PRINCIPLES

- Projects shall possess a village scale and character which is sensitive to the scale and liveability of the adjacent residential neighborhood.
- Commercial buildings shall be designed with small scale complexity appropriate to the low speed, pedestrian nature of the community.
- Street front functional and visual continuity shall be maintained, and all projects shall be sympathetic in form, scale, and height to adjacent structures.
- Landscaping shall be used to soften the appearance of buildings and to integrate new construction into the overall commercial/residential neighborhood. Where space is inadequate for in-ground planting, use container plantings.
- The physical and visual impact of parking shall be minimized.
- Structures over one story shall be designed to minimize their visual bulk and relate to the human scale of pedestrians on the street.
- Multi-tenant complexes shall be designed to emphasize an overall sense of project and place, rather than the prominence of individual tenants.

INTENT OF THE C-1 DISTRICT GUIDELINES

- **Provide a high quality entry to the Craig Ranch Community**
- **Maintain a building scale and character sympathetic to the adjacent residential neighborhood**
- **Minimize the impact of parking on the character and image of the area**
- **Reinforce the street's lush landscaped character**
- **Encourage pedestrian use of the streets sidewalks**
- **Keep signs subdued in recognition of the low speed of traffic on the street**

2.2 SITE DEVELOPMENT

2.2.1 Orient building entries to the more major streets.

2.2.2 Place parking behind buildings, whenever possible

a) If placement behind structures is not possible or practical, the preferred parking placement is adjacent to the structures in order to maintain the presence of active uses along the major commercial street frontage.

b) If the only possible parking location is between the buildings and the commercial street, parking area frontages shall be screened and landscaped as noted below, and parking lots shall be treated with extensive landscaping.

c) For any parking which fronts on a public street, provide low walls along with landscaping to soften the parking area's visual impact.

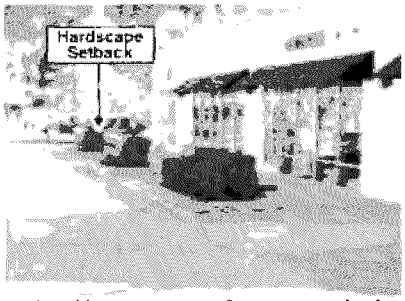
2.2.3 Provide substantial landscaping along commercial street frontages

a) Avoid large amounts of paving between structures and the street sidewalk. Unless the front setback is used for a functional use, such as outdoor dining, over fifty percent of the front setback should be devoted to green landscaping.

b) Flowering plants are strongly encouraged.

2.2.4 Provide greater landscape buffering adjacent to residential parcels

Provide substantial landscaping in setbacks



Avoid large amounts of paving in setbacks unless used for outdoor dining or other functional purposes.

2.2.5 Enhance front sidewalk and plaza paving
Refer to the Master Landscape Plan

2.2.6 Pedestrian amenities are encouraged in front setback areas
a) Benches
b) Planter pots with flowers
c) Trash receptacles

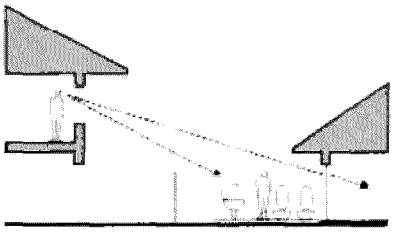
2.2.7 Minimize the visual impact of parking lot lighting
a) Limit light pole height to a maximum of fifteen feet.
b) Use luminaires with shielding to direct light downward and avoid glare.
c) Use Sternberg approved light poles to maintain a standardized lighting effect throughout the community. Only with written consent may different light poles be used.

2.3 BUILDING DESIGN
2.3.1 Break larger building facades into smaller segments
a) Treat commercial street-facing facades which exceed fifty feet in length as though they were constructed on individual parcels no wider than fifty feet.

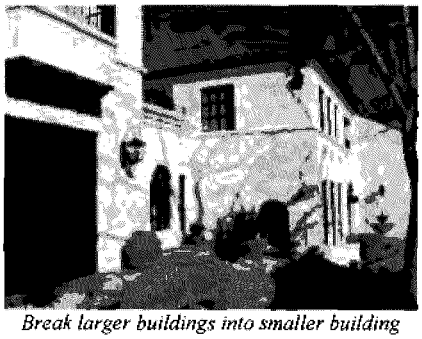
2.3.2 Respect the character of adjacent residential neighborhoods
a) Strongly consider residential building forms for projects where there is a close proximity to a residential neighborhood.
b) For projects located on corner parcels of streets leading into residential neighborhoods, special attention should be given to the following:

- Breaking building forms into modules that are similar to those in the residential neighborhoods
- Providing landscaping and landscape elements (e.g., fencing) that would be consistent with those used in residential areas
- Screening any parking areas with low walls and landscaping

2.3.3 Respect the privacy of neighboring residents
a) Avoid windows which would provide views into residential private yard spaces.

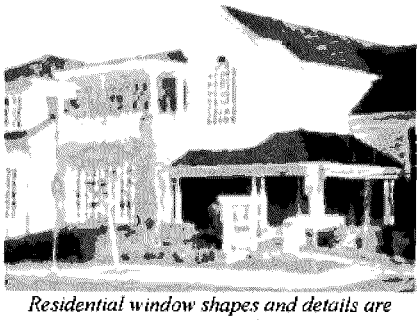


Avoid windows looking into residential private yard spaces.



Break larger buildings into smaller building masses.

Avoid larger building masses.



Residential window shapes and details are encouraged.

Consider residential building forms adjacent to residential neighborhoods.

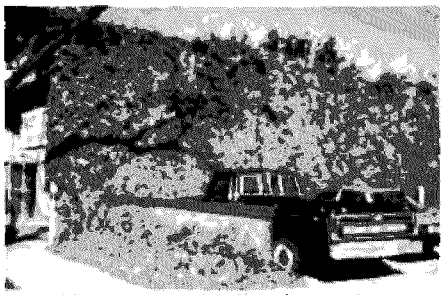
b) Keep window sizes small on facades facing residences where windows can be seen to minimize lighting intrusion.
c) Provide shielding for any exterior lighting visible from neighboring residential uses.
d) Provide landscaping between commercial structures and neighboring residents to screen, break up and soften views of the structures. See diagram to the right for view cones in which buffering landscaping should be provided.
e) Avoid placement of mechanical equipment where noise would negatively impact residential neighbors.
f) Visually screen all trash and outdoor storage areas from view.

2.3.4 Visually treat any exposed walls visible from fronting streets

a) Use landscaping and screen walls or architectural treatment consistent with the primary and nearby façade designs.

2.3.5 Avoid visually bulky buildings

a) Provide horizontal wall plane changes along street frontages and areas easily viewed from adjacent properties. Wall plane changes should have some portions that are at least two feet to provide building articulation.
b) Keep the size of roof fascias small.
c) Inset windows as much as possible from wall faces to provide some visual depth to facades. Where interior uses make this difficult, provide exterior trim around windows to achieve facade depth.
d) For any structures over two stories in height, set back upper floors by a minimum of fifteen feet from the lower floor facades to minimize scale and bulk changes that would stand out significantly from the norm along the adjacent streetscape.
e) Break up large wall surfaces.
f) Use a mix of materials that have a smaller scale (e.g., stone, brick, wood siding, shingles). Avoid concrete block and metal siding or panels.



Mitigate exposed wall surfaces with architectural and/or landscaping treatment.

Step upper floors back on structures taller than two stories.

2.3.6 Utilize solid building forms with punched window openings

a) Avoid ribbon windows and other types of large window areas.
b) Limit the amount of typical commercial storefront treatment in favor of smaller window areas.

2.3.7 Use sloping roof forms with substantial overhangs

a) Avoid buildings with flat parapet tops.

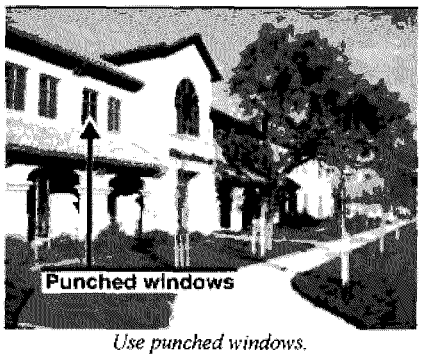
Do This

Not This

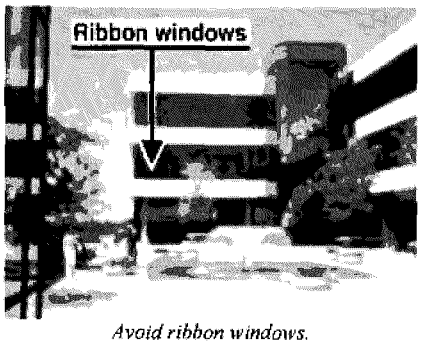
2.3.8 Provide architectural elements, detailing and ornament to add richness and variety to building facades
a) Design with a scale consistent with residential architecture in Craig Ranch.
b) Awnings are encouraged as auxiliary elements, but not as the predominant architectural feature.
c) Projecting balconies are encouraged.

2.3.9 Outdoor dining uses are encouraged.
a) Design wall edges and landscaping to be compatible with the building design.

2.3.10 Screen all roof top mechanical equipment
a) Integrate equipment into roof forms, whenever possible. If equipment cannot be located in this manner, consider alternatives such as interior mechanical rooms and undergrounding.



Use punched windows.



Avoid ribbon windows.

Outdoor dining uses are encouraged.

Detail elements can add richness to commercial facades.

SIGNAGE GUIDELINES

SIGNAGE

Signage is a necessary feature to assist residents and visitors in locating goods and services within the community, and it is critical to the economic viability of individual businesses as well as to the Community as a whole. This importance must be balanced with the goals of providing a strong sense of community, and using the design of signage to reinforce the special character and ambiance of the Craig Ranch Community.

These guidelines are intended to provide more detail in regard to good signage design principles and community expectations.

The sign examples shown are drawn from other communities. They are for the purpose of illustrating specific guidelines only, and might not be appropriate for all locations. Each sign will be reviewed in the context of the proposed project buildings and the surrounding area.

3.1 GENERAL GUIDELINES

3.1.1 Allowed signage types

Signs will be limited to the following types which are illustrated below and described on the following pages.

- Wall Signs
- Awning Signs
- Window Signs
- Projecting Signs
- Hanging Signs
- Plaque Signs
- Ground Signs
- Freestanding Signs

INTENT OF THE SIGNAGE GUIDELINES

- **Reinforce the high quality character and image of the Craig Ranch**
- **Assist businesses within the community to inform residents and visitors of their presence**
- **Assist residents and visitors in finding businesses and services located within the community**
- **Design signage which is appropriate to the special characteristics of the district in which it is located**
- **Encourage commercial signage that communicates more effectively to potential customers**
- **Avoid the visual chaos of excessive or inappropriate signage**

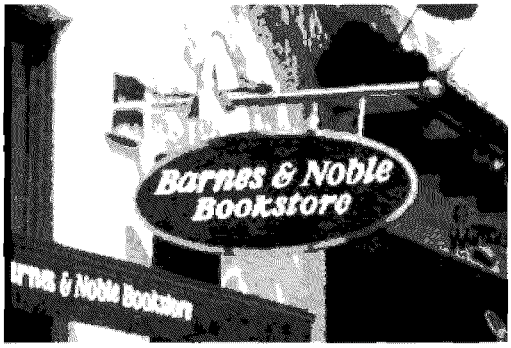
SIGNAGE PROGRAMS

Projects with multiple tenants will be required to prepare a Master Signage Program for review and approval. The program will establish the specific location and design for major project signs (e.g., Ground Signs).

Property owners are encouraged to upgrade signage to conform to these design guidelines. However, when tenants change within a project with a previously approved Signage Program, new signs should be fabricated to meet the standards of the approved program.

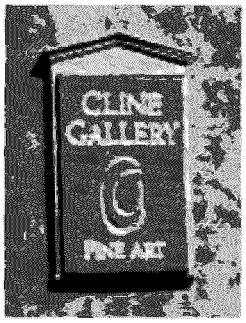
Awning Sign

Window Sign

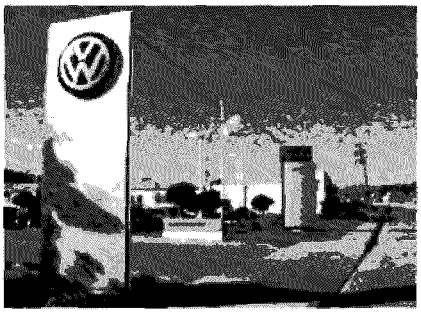


Projecting Sign

Hanging Sign



Plaque Sign



Freestanding Sign

Ground Sign

Wall Sign

3.1.2 Prohibited signage types

- Flags (except for the American flag and other related flags as described in the Community's Architectural Control Guidelines and Rules and Regulations), unless with prior written consent.
- Lighted signs that flash on and off, fluctuate or appear to move
- Moving signs that rotate or move in any fashion, except barber poles
- Attraction Boards and Movable Letter Signs (except for churches, cinemas, performing arts facilities or similar uses that have frequently changing events or showings)
- A-Frame Signs
- Off-premises Signs
- Electronic Signs
- Projected Light Signs which are flashed or projected onto walls or other structures by means of a projector or other device, unless prior written consent is obtained by the Founder.
- Roof-mounted Signs (except where other types of signage cannot be effectively employed), unless prior written consent is obtained by the Founder.
- Billboards, unless prior written consent is obtained by the Founder.
- Cloth, paper or fabric signs hung from the building or placed in windows except for Temporary Signs allowed under the Sign Ordinance
- Any signs not specifically authorized by the Sign Ordinance

3.1.3 Maximum allowed sign area

One (1) square foot for each linear foot of primary business frontage plus one (1) square foot for each linear foot of secondary business frontage up to fifty percent (50%) of the amount allowed by the primary business frontage. Maximum sign length cannot exceed 50 feet in any case.

SIGN AREA

Sign area is the total area of the face or faces of a sign. Each face is measured by determining the smallest area within a single perimeter composed of not more than eight (8) straight lines drawn by the applicant enclosing the extreme limits of the face. For the purposes of measurement, a six-inch margin around all words and symbols will be included in the perimeter composed of not more than eight (8) straight lines.

SIGN LOCATIONS

Applicants should choose proposed sign types as well as their location and mounting heights to avoid blockage by street tree foliage, taking into account the possibility that the trees may continue to grow and be larger in the future.

3.1.4 Avoid excessive wording and advertising messages

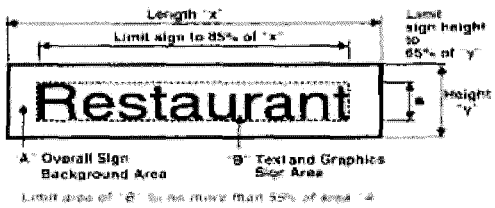
Signs are most effective when their messages can be grasped quickly. Too many words or images compete for attention and reduce the readability of the sign.

3.1.5 Use no more than two letter font types per sign

The primary purpose of a sign is to quickly convey information to passing pedestrians and motorists. More than two letter styles make readability more difficult. A simple logo with an additional type style may be considered.

3.1.6 Keep the size of letters and graphics in proportion to overall sign area

Text and graphics are difficult to read if they crowd the borders of the sign. Smaller letters with space around them will have more impact than larger letters with limited space around them. Generally limit the width and height of lettering and graphics to 85% of the overall sign width and 65% of the height of the sign area. Information, such as graphic logos, may be closer to borders if a significant amount of background is provided for the sign as a whole. A good rule of thumb is to limit the amount of sign information to no more than 50 to 55% of the overall sign area.



3.1.7 Use high quality materials

Appropriate materials include finished wood, metal, and for projecting banner signs, woven fabric. Plastic sign materials and signs painted directly onto building surfaces will not be allowed.

The sign materials and design should be related to those of the building on which it is mounted, and all sign edges must be cleanly finished.

6.1.8 Use simple and symmetrical sign shapes

Geometrical shapes such as rectangles, squares, circles, ovals and triangles are visually stable shapes which help focus attention on the sign message. These should be used in almost all cases. Combinations of geometric shapes will also generally produce a good sign shape.

TYPE STYLE EXAMPLES

Below are examples of type styles which would generally be considered acceptable. All letters are shown at the same point size which gives an indication of the amount of relative space that each will require.

Arial
Book Antiqua
Book Antiqua Italic
Brush Script
Calisto
Century Schoolbook
Engravers
Footlight
Garamond
Goudy Old Style
Helvetica
Humanist 521 BT
Lucida Bright
Lucida Sans
Monotype Corsiva
Perpetua
Souvenir Lt BT
Times New Roman
Viner Hand ITC
Zaph Humanist BT

3.1.9 Use relatively slender type styles

Slender letter styles are encouraged over fat or block styles to improve readability, and avoid a cumbersome appearance. Some examples of readable letter styles are shown in the side bar on the previous page.

3.2 WALL SIGNS

Wall signs are panels or individual letters mounted flat against and parallel to a building wall or roof fascia

3.2.1 Limit sign information

Generally, limit sign information to the business name. Graphic logos, date of building construction, address, and other elements may be allowed at the discretion of the Community.

3.2.2 Place signs within a clean *Signable Area*

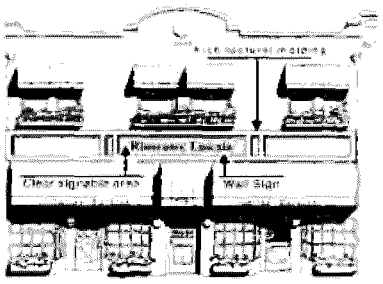
a) The *Signable Area* should:

- Be relatively flat
- Not contain doors or windows
- Not include projecting molding or trim
- Be in reasonable proportion to the overall facade

The Signable area should generally not exceed 15% of the building facade

b) If a building does not have a good location for a wall sign, use other allowed types such as awning, window, or projecting signs.

c) Sign dimensions and coverage within the Signable Area should conform to Guideline 6.1.8



Signable Area

SIGN LETTER SIZE

The messages of effective signs need to be easily read and understood by passing motorists and pedestrians. A number of factors including distance from the sign, speed of travel, letter-to-background contrast, and the number and nature of nearby competing signs contribute to the "readability" of a sign. The signage industry generally recognizes a standard of 1 inch of letter height for every 40 feet to 50 feet of viewing distance. This size factor may be increased by up to 10% for higher speed streets where businesses are strongly auto oriented. Maximum letter heights are included in these guidelines for each sign type. In some cases, the maximum letter height may be too large for the surrounding environment and existing signs. In other special circumstances, the maximum letter size may not provide adequate business signage. For the purpose of evaluating appropriate sign size, the Community will consider the normal sign viewing distances, the general nature of the street (e.g., width and traffic speed), and the size of other existing signs in the area.

3.2.3 Use sign materials which project slightly from the face of the building.

a) Use either individually applied letters to the face of the wall, or apply sign letters to a board or panel mounted on the wall face.

b) Do not paint signs directly onto wall surfaces.

3.2.4 Provide sign illumination appropriate to the district

a) Interior illuminated *can signs* which include multiple letters within a single sign enclosure will not be allowed for any Wall Sign.

b) Interior illuminated individual letters may be used only when the signage is not visible from a residence.

c) Exterior illumination with shielded spot lights should be used for wall signs in all areas.

d) Sign copy and graphics applied to a board or panel may consist of any of the following:

- Individual letters and graphics of wood, metal or similar materials
- Individual letters and graphics carved into the surface of a wood panel
- Letters and graphics painted directly onto the surface of the panel

e) Neon wall signs may be allowed, but will be evaluated on a case-by-case basis.

f) Conceal all sign and sign lighting raceways and other connections.

3.2.5 Maximum letter height

Sign height and width should be appropriate to the building on which it is placed and the distance of the sign from fronting streets. Generally, wall sign letter heights should not exceed the following, unless otherwise approved in writing:

Along Hwy 121:	18 inches
All other areas:	12 inches

3.2.6 Relate sign colors to building colors

Select wall sign colors to blend with the building and storefront colors. Select from color ranges which are analogous and complementary to them. Corporate branding colors will be considered, but will not be automatically approved if they are considered out of place with the building or the surrounding environment.

The use of toned down colors in the same hue family may be required in place of brighter standard corporate colors.

3.3 AWNING SIGNS

Awning signs consist of letters and graphics applied directly to the face or valence of awnings. Awning signs are often used effectively in combination with window signs.

3.3.1 Place signs for easy visibility
Apply signs to awning front valences (i.e., the flat vertical surface of awnings) or to sloped awning faces with a slope of at least 2 to 1.

3.3.2 Limit the signage information on awnings
Since awning signs will often be viewed from passing vehicles, the amount of information which can be effectively conveyed is limited. Keeping sign text short will allow viewers to better comprehend and remember the message.
a) Generally, limit awning signs to the business name, business logo, services or type of business (e.g., French Cuisine), and/or the business address number.
b) Limit the size of logos or text placed on awning sloped faces to a maximum of 15% of the sloped surface areas.
c) Limit sign width on awning valences to a maximum of 85% of the awning width. Limit the letter height to a maximum of 80% of the valence height.

3.3.3 Avoid interior illuminated awnings
Backlit awnings that make the entire awning a large sign will not be allowed. Signage on the awning's sloped face may be illuminated by shielded and attractive directional spot lights.

3.4 WINDOW SIGNS
Window signs are primarily oriented to passing pedestrians, and are generally applied to the inside of display windows. THESE TYPES OF SIGNS ARE CONSIDERED ON A CASE BY CASE BASIS AND MUST BE APPROVED PRIOR TO INSTALLATION.

3.4.1 Limit the amount of signage used
Window signs should be limited to a maximum of 25% of any individual window, and an aggregate area of no more than 10% of all ground floor windows on any building face.

3.4.2 Limit the size of lettering
The maximum height of letters should be 10 inches. Exceptions may be granted for the leading capital letter of text as shown in the Rockridge Cafe sign shown to the right.

3.4.3 Consider the use of logos and creative sign type
Graphic logos and images along with special text formats can add personality and interest to window signs.

3.4.4 Use high quality materials and application methods
Limit window sign materials to the following:

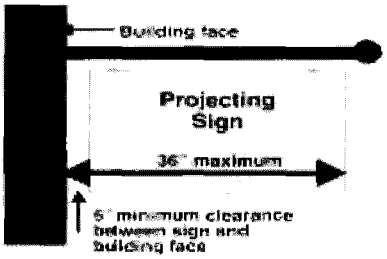
- Paint or vinyl film applied directly to the inside face of the window
- Wood or metal panels with applied lettering
- Paper signs placed in windows are not allowed.

3.5 PROJECTING SIGNS
Projecting signs are relatively flat, two-sided solid panels attached to brackets which are mounted on and perpendicular to the face of buildings and storefronts. They often include graphic images in addition to text, and express the unique personality of an individual business.

3.5.1 Use high quality materials
Use wood, metal or non-glossy fabrics. Avoid plastics.

3.5.2 Limit the number and size of projecting signs

- Use no more than one projecting sign per business frontage.
- Limit the size of any projecting sign to five square feet.
- Project signs no more than 36 inches from the building face, and provide at least 6 inches between the inside edge of the sign and the building.

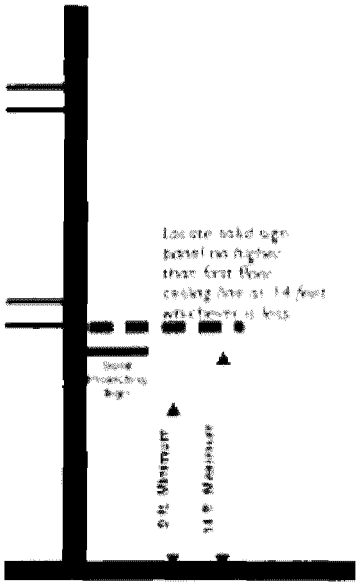


3.5.3 Relate the design of projecting signs and supports to the character of the building

Simple round or square horizontal supports with capped ends, painted black or white, are generally acceptable. However, more decorative approaches may be desirable when appropriate to the sign and/or architectural character of the building.

3.5.4 Position projecting signs to complement the building's architectural details

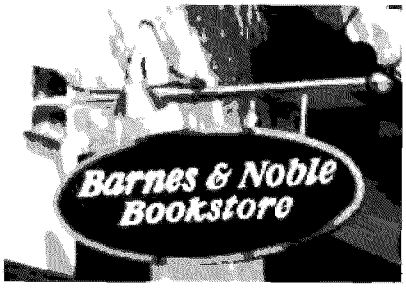
Locate solid panel signs below the first floor ceiling line, or no more than 14 feet above the sidewalk, whichever is less. Provide at least 9 feet from the bottom of projecting signs to the ground in pedestrian areas and 14 feet in areas with vehicular traffic.



3.5.5 Provide sign lighting only with shielded spotlights

a) Utilize high quality fixtures such as cylinder spots or decorative fixtures. Avoid exposed standard spot and flood light bulbs.

b) Design light supports to complement the design of the sign and building facade.



3.6 HANGING SIGNS

Hanging signs are relatively flat panels, generally two-sided, which are similar to projecting signs, but are smaller and suspended below awnings, bay windows, balconies, and similar projections. They are intended primarily for business identification to pedestrians passing on the sidewalk.

3.6.1 Use high quality materials

Use wood or metal and avoid shiny plastic or fabric. Finish all exposed edges. Suspend signs with metal rods, small scale chain, cable, or hooks.

3.6.2 Limit the number and size of hanging signs

Use no more than one hanging sign per business. Limit the maximum sign size to 3 square feet. Mount signs to provide a minimum of 9 feet clearance between the sign and the sidewalk.

3.6.3 Orient hanging signs to pedestrian traffic

Mount signs under awnings, bay windows or other projections with their orientation perpendicular to the building face so that they will be visible to pedestrians passing on the sidewalk. If multiple hanging signs are placed along a business frontage, they should all be mounted with their bottom edge the same distance above the sidewalk, and should be of a similar size and shape.

3.7 PLAQUE SIGNS

Plaque signs are pedestrian-oriented flat panels mounted to wall surfaces near the entry to a business. They include signs that identify a specific business, directory signs for multiple businesses, and menu boxes for restaurants.

3.7.1 Limit the location and size of plaque signs

Locate signs only on wall surfaces adjacent to tenant entries or entry passageways to off-street courtyards. Signs identifying a single business should be limited to an area of 4 square feet. Directory signs for the identification of multiple second floor or courtyard tenants may be larger, but no more than 8 square feet in area.

3.7.2 Use plaque signs for the display of restaurant menus

A restaurant district is enhanced when a variety of restaurants share the area and customers are able to walk from one to the next to compare menus and prices. Attractive menu boxes with lighting assist in this process. Menu signs or boxes should not exceed 6 square feet in area, and should have internal indirect lighting (e.g., bulbs located in the frame to cast direct light over the menu surface) or direct lighting using decorative fixtures.

3.8 GROUND SIGNS

Primary Ground Signs are low signs that assist motorists in finding businesses along auto-oriented streets where businesses are separated from the street front by parking or large landscaped setbacks. Informational and Directional Ground Signs are smaller signs that assist motorists in safely exiting from moving traffic lanes to on-site uses in projects with multiple entries.

3.8.1 District Limitations
Ground signs may be considered on a case-bycase basis, generally for larger or multi-business projects facing Hwy 121.

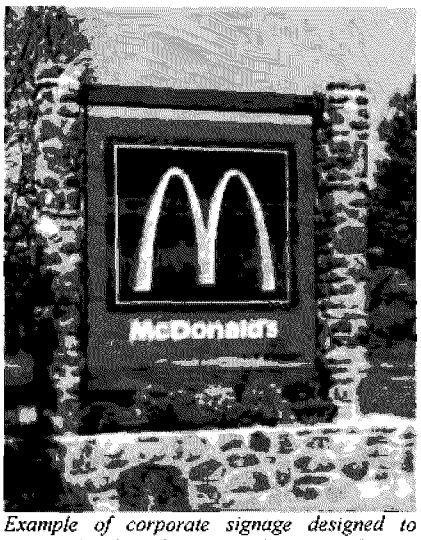
3.8.2 Limit the information on each sign
a) Ground signs should generally be limited to the following information:

- Project or primary business identification name and/or logo
- Address number (strongly encouraged)

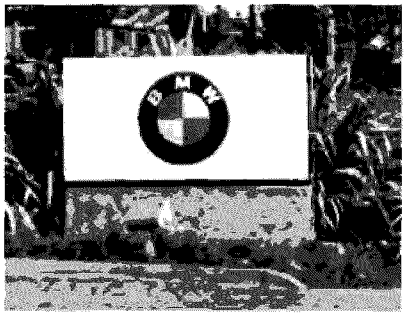
b) Multi-tenant ground signs are strongly discouraged. However, the display of up to three tenants may be considered for small ground signs so long as the sign and background color is common throughout, and the type style and logo colors of each tenant are the same.
c) The inclusion of services and products offered should not be included on ground signs.

3.8.3 Locate signs for easy visibility from passing vehicles
a) Locate signs within 10 feet of the front property line.
b) Avoid blocking any vehicular or pedestrian sight lines which might result in safety problems.

3.8.4 Limit the number, type and size of ground signs
a) Only one project or tenant identification sign is allowed for each development parcel street frontage.
b) The height and sign area per face for Primary Ground Signs is limited to a Maximum Area of 20 sq. feet and a Maximum Height of 7 feet *
** Property that faces along Hwy 121 is excluded from these height and area restrictions. Property along Hwy 121 is addressed in Section 3.9*
c) Directional Signs are limited to a maximum area of 6 square feet, and only allowed on arterial streets. One per entrance or exit will be allowed.



Example of corporate signage designed to address local conditions and design standards



3.8.5 Lighting

a) Lighting for ground signs must be by direct spotlight illumination from fixtures mounted either at the top of the sign or on the ground below the sign. Fixtures must be shielded to avoid direct view of the bulbs. Back lighting of signs is allowed.

3.8.6 Material

a) All ground signs, including price signs for service stations, shall be constructed of matte finish non-reflective materials.

Ground signs that are unique to the business or the architecture of the building, and that incorporate special landscaping may be particularly suited to Craig Ranch.

3.9 FREESTANDING SIGNS

Freestanding Signs are ground-mounted signs that emphasize business brand identity.

3.9.1 Use Limitations

a) Freestanding signs will be allowed only for business on Highway 121.

3.9.2 Size Limitations

a) Maximum Sign Area and Height:

- 150 sq. feet / 35 feet high for first sign
- 75 sq. feet / 20 feet high for any additional approved freestanding sign

The intent of these guidelines is to maintain a vertical proportion for all Freestanding Signs similar to the examples shown on this page. Signs with heights lower than the maximum allowed should generally be reduced in area.

3.9.3 Information Limitations

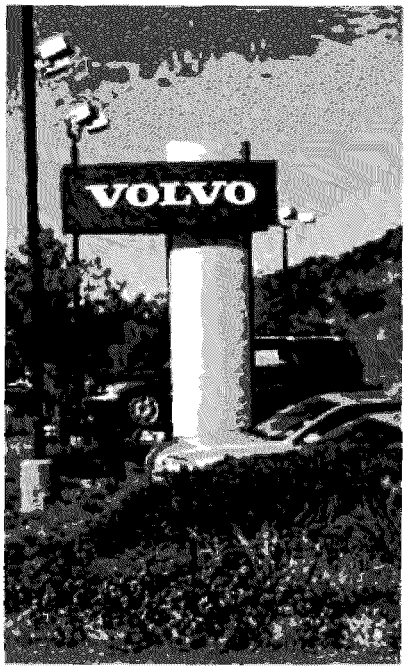
a) Sign information should be limited to the following:

- Business brand name and/or logo
- Special recognition (e.g., *Gold Medal Dealership*)

3.9.4 Sign Bases

a) Open sign bases, as shown on the Mercedes Benz sign to the right, are preferred to minimize the visual bulk of freestanding signs.

b) Solid bases will be considered if their width and height are minimized as shown in the Volvo and BMW examples to the right.



3.11 TEMPORARY SIGNAGE

3.11.1 Banners

Any owner business requesting approval for temporary signage must submit a written request to the Design Review Committee PRIOR TO installation. Should approval be granted by the Design Review Committee, the maximum length of time permitted for banner or other temporary sign is fourteen (14) calendar days. Maximum size is 2' by 6', white background and single color lettering. The only banners that will be approved are banners for "grand openings" or "coming soon".

3.11.2 Site Signage

Temporary site signage indicating developer, broker or leasing must be submitted to the Design Review Committee for approval prior to installation. Any sign installed without approval will be removed by the association and all fees charged back to the owner. Craig Ranch has pre-fabricated signage that utilizes a customized insert for sales purposes. This sign is the only sign allowed for real estate sales within the Craig Ranch Community. Should this sign be insufficient for the size or type of property, a similar sign may be substituted only with the written approval of the Design Review Committee.

3.11.3 Construction Site Signage
"Billboard Wall" type site signage may be considered on a case by case basis. All plans and specifications must be submitted well in advance for consideration and final approval.

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2025000028821

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: March 12, 2025 02:27 PM

Number of Pages: 97

" Examined and Charged as Follows: "

Total Recording: $405.00

********** **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:	2025000028821
Receipt Number:	20250312000422
Recorded Date/Time:	March 12, 2025 02:27 PM
User:	Amanda J
Station:	Station 6

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 FOURTH 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" – AMENDED EXHIBIT "F-200" – "RESIDENTIAL EXTERIOR MODIFICATION POLICIES, PROCEDURES, GUIDELINES & RESOLUTIONS"**

The forgoing dedicatory instrument 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 Fourth 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; (xxiii) as Document No. 2024-2024000029909; and (xxiv) as Document No. 2024-2024000039741. The dedicatory instrument 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

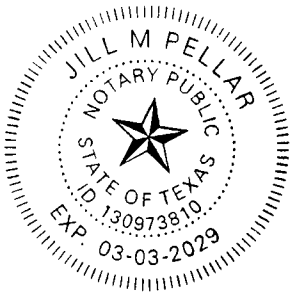
STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 12th DAY OF MARCH, 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 INSTRUMENT

EXHIBIT A

CRAIG RANCH COMMUNITY ASSOCIATION
DESIGN REVIEW COMMITTEE AND BOARD OF DIRECTORS RESOLUTION
AMENDING EXHIBIT "F-200" TO AMENDED AND RESTATED
COMMUNITY CHARTER FOR CRAIG RANCH

WHEREAS, Pursuant to Section 6(3)(a) of the Amended and Restated Community Charter for Craig Ranch ("Charter") the Craig Ranch Community Association ("Association") has authority, acting through its Design Review Committee ("DRC"), with the Board of Directors ("Board") consent, to amend the Design Guidelines attached as Exhibit "F-200" to the Charter ("Design Guidelines; and

WHEREAS, in accordance with Section 6(3)(a) of the Charter, the DRC, with consent of the Board, has determined it is in the interest of the Association to amend and updated the Design Guidelines; and

NOW, THEREFORE, IT IS RESOLVED by the DRC, with consent of the Board, that the above-referenced resolution is adopted revoking and replacing Exhibit "F-200" of the Charter with Exhibit "A" attached hereto.

This is to certify that the foregoing resolution was adopted by the DRC at a meeting held on February 20, 2025, with Board consent given at a meeting held on 2/20/25, 2025, and has not been modified, rescinded or revoked.

DATE: 2/20/25

Board President

Stephanie Miller

Printed Name

DATE: Feb 24, 2025

Design Review Committee Member

Scott Zell

Printed Name

Exhibit “F-200”

CRAIG
RANCH

Community Association

Residential Exterior Maintenance/Modification Policies, Procedures, Guidelines & Resolutions

“Living the Dream”

<u>*Please Note</u>: Homes located in the following Service Areas must also comply with guidelines and restrictions located in the Service Area Supplemental Declarations in addition to the Master Design Guidelines.

Chateaus- Declaration of Covenants, Conditions and Restrictions for The Chateaus of the Settlement at Craig Ranch

Estates- Declaration of Covenants, Conditions and Restrictions for The Estates at Craig Ranch

Grove- Supplemental Declaration of Covenants, Conditions and Restrictions for The Grove at Craig Ranch

Hemingway- Supplemental Declaration of Covenants, Conditions and Restrictions for Hemingway at Craig Ranch

North- Supplemental Declaration of Covenants, Conditions and Restrictions for Craig Ranch North

Settlement Townhomes- Declaration of Covenants, Conditions and Restrictions for Settlement Townhomes at Craig Ranch

Southern Hills- Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Hills at Craig Ranch

Spicewood- Supplemental Declaration of Covenants, Conditions and Restrictions for Spicewood at Craig Ranch

Trails- Supplemental Declaration of Covenants, Conditions and Restrictions for The Trails at Craig Ranch

Watters Branch- Supplemental Declaration of Covenants, Conditions and Restrictions for Watters Branch at Craig Ranch

Inspiration- Supplemental Declaration of Covenants, Conditions and Restrictions for Inspiration at Craig Ranch

HISTORY

There was a time in America when the essence of "community" embraced all facets of life, knitting the elements of home, work, and play into the greater fabric of society. As cities sprawled, however, the community moved out. Suburbs flourished, and developers began revitalizing the city to bring the community back.

The concept of "New Urbanism" sprung from this revitalization, blending residential, commercial, and recreational features into a defined "community".

The Next Step: Craig Ranch

Craig Ranch takes "New Urbanism" one step further. Instead of accepting the problems inherent in an aging, urban cityscape, Craig Ranch cast the essential elements into a community from the ground floor up - a more complete, personal design without limits.

Building this vision on the rolling hills of McKinney, Texas, just north of Dallas, Craig Ranch carefully renders the details of home, work, and play into a grander vision, crowned by amazing elements not possible in a typical urban environment.

The centerpiece of the community is the PGA TOUR Tournament Players Club at Craig Ranch, which recently received the second highest rating in the US by the United States Golf Association and the highest rating of all courses in the Tournament Players Club network. Add to that, restaurants, shopping, exercise facilities, and more - and Craig Ranch becomes more than a self-sustaining community. It's a destination.

Spacious estate home sites line the golf course, and along with other single-family homes, stately villas, and urban-style town homes, Craig Ranch provides a mix of residential options. The attention to detail, the respect for the land, the artful interpretation of "new urbanism" and a commitment to quality support Craig Ranch as the ultimate evolution in modem community living.

INTRODUCTION

This guide has been designed to give the residents and owners of Craig Ranch a broad overview of the existing deed restrictions that are enforced for all properties regulated by the Craig Ranch Community Association, Inc. (CRCA). These restrictions exist for one reason - to assure our residents a high quality of life in a neighborhood that is consistent in appearance and quality, while allowing for individual expression. Craig Ranch is a community that exhibits an immense amount of pride in the appearance of the community and respect for their neighbors. One of the ways our residents exhibit this pride and respect is in adherence to deed restrictions. These restrictions exist to
maximize the beauty of your neighborhood by improving the overall appearance of the community, thereby benefiting you and your neighbors by maintaining or increasing the value of your home.

This guide explains the rights and obligations of owners and residents pertaining to the upkeep and improvement of their homes, yards, and businesses. Our goal is not to prevent homeowners from adapting their homes to their individual lifestyle and needs, but to make

sure that all modifications are done in a quality manner that is expected in a premier master planned community. Craig Ranch developers have envisioned a certain look for this community. Craig Ranch is constantly working with homeowners, residents, builders and commercial property owners and managers to ensure that all homes and businesses within Craig Ranch are maintained to the highest standards.

The guide is divided into two main sections. The first section describes the "Deed Restrictions." These regulations explain the owners and residents' obligations in maintaining their homes and yards in a manner consistent with a premier master planned community. It describes the compliance procedure and the process by which violations of the restrictions are resolved. It further explains the enforcement procedures that CRCA can use to help get matters fully resolved.

The second section describes the "Modifications Procedure." When a homeowner wants to make changes or add onto their home, it is the responsibility of CRCA to assure that all work done to a home is of top quality in design, materials, and workmanship. We must also assure that these changes do not adversely affect their neighbors. The following pages describe the procedure used to request approval for modifications. Guidelines describe the requirements for each type of modification, and what information is needed to receive modification review. These guidelines are general ones for all CRCA neighborhoods. Some types of modifications have even more restrictive requirements depending on the specific neighborhood and whether or not the home is exposed to public view areas such as the golf course, landscape reserves, common area, or if the home is on a comer lot with more than one side exposed to public view. We have attempted to make this guide as complete as possible, but it is impossible to anticipate every situation. For complete details concerning requirements for a specific neighborhood or situation, it may be necessary to refer to the specific documents for that neighborhood.

A distinction must also be made between modifications and maintenance items. Basically, if you are repairing an existing structure, or part of a structure, and you are not changing its size or appearance, then it is generally a maintenance item (i.e., replacing wood trim that has been damaged by water with the same trim that already exists on the house; replacing some of the fence pickets that have broken; replacing broken gutters or downspouts). In most cases, maintenance items do not require our approval (i.e. as long as you are not changing the color, stain, material or appearance). On the other hand, if what you want to do changes or modifies the appearance of or adds to your home, then this is a modification, and we must approve it before any work is started. There can be some gray areas so please call and ask us. It is much better to take the time and find out that you do not need approval, than to find out that the structure you spent thousands of dollars to build is in violation of the requirements.

Exhibit "F-200"
RESIDENTIAL DEED RESTRICTIONS

DEED RESTRICTION POLICIES & AUTHORITY TO FINE

In an effort to provide owners with a better understanding of the deed restriction process, the Board of Directors adopted the following Residential Deed Restriction Policy and Schedule of Fines. Please take the time to review the policy and fine schedule to become familiar with those items that are considered violations as well as what type of action will be taken. Pursuant to Chapter 9, Section 9.1 of the Community Charter of the Craig Ranch Community Association and Texas law.

Compliance - Owners, occupants, and visitors to a Parcel or Unit must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter.

1. Establishment of Violation. Any condition, use or activity which does not comply with the provisions of the Association's Governing Documents shall constitute a "Violation" under this Covenant Enforcement and Fining Policy for all purposes.

2. Report of Violation. The existent of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Policy, the delegate of the Board may include management staff of the Association ("Management"). It is the intent of this Policy that the Board will, at a minimum, delegate to Management the enforcement of certain types of Violations of a routine nature specifically defined by the Board. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

   a. Identification of the nature and description of the "Curable Violation(s)" or Uncurable Violation as defined by the Texas Property Code.

   b. Identification by street address of the Unit or Parcel on which the Violation(s) exists or has occurred.

   c. Identification of the authority establishing that the condition, use or activity constitutes a Violation.

   d. Date of the verification observation.

As soon as practical after the field observation report is prepared, the delegate will forward to the Owner of the Unit or Parcel in question written courtesy letter by first class mail of the discovery of a Curable Violation(s) ("Courtesy Letter"). The Owner will have ten (10) days from the receipt of the Courtesy Letter, or before the next inspection to cure

or abate the Curable Violation(s).

3. Required Notice.

a. First Notice. If no response is received to the Courtesy Letter or upon the next inspection, and the Curable Violation has not been cured, and for all Uncurable Violation(s) as defined by the Texas Property Code ("Uncurable Violation"), the Board or its delegate shall notify the Owner of the Unit or Parcel by first-class mail or personal delivery and by certified mail, return receipt requested, that a Violation(s) has occurred or exists (the "First Notice"). The First Notice shall not be required to be sent prior to the Association's right to levy a fine or impose other sanctions if the Owner has previously received a First Notice relating to a substantially similar Violation within six (6) months of the current Violation. For purposes of this Policy, such an Owner shall be referred to as a "Repeat Offender". The First Notice shall contain, at a minimum, the following information:

i. The nature, description and location of the Violation(s), including any property damage caused by the Owner;

ii. The authority for establishing that the condition, use or activity constitutes a Curable or Uncurable Violation, including the authority for recovering property damages caused by the Owner;

iii. The proposed sanction to be imposed, including the amount of any fine in accordance with the Schedule of Fines recorded in the Real Property Records of Collin County, Texas on September 12. 2022 as Document No. 2022000138091 ("Schedule of Fines") incorporated herein for all purposes by reference, or the amount claimed to be due from the Owner for property damage;

iv. Notice that if the Curable Violation(s) is corrected or eliminated within a reasonable time after the Owner's receipt of the First Notice that a fine will not be assessed and that no further action will be taken;

v. The recipient may, on or before thirty (30) days from the receipt of the First Notice, deliver to the Association a written request for a hearing before the appropriate delegate;

vi. If the Curable Violation is not corrected or eliminated within the time period specified in the First Notice, or in the case where a

written request for a hearing for any Violation is not timely submitted on or before thirty (30) days from the receipt of the First Notice for any Violation, fine referenced in the First Notice may be imposed and that any attorney's fees and costs will be charged to the Owner; and

vii. The Owner may appeal any delegate's decision to the Board by written notice and subject to the further procedural requirements set forth in Section 5 herein.

4. Notice of Fine Application. A final notice of the Violation and the amount of the fine (the "Notice of Fine Application") will be sent by the Association to the Owner by regular first class mail or personal delivery, and by certified mail, return receipt requested, under any of the following situations:

a. Where, within thirty (30) days from the date of receipt by the Owner of the First Notice, either the Violation(s) has not been corrected or eliminated or the Association has not received a written request for a hearing;

b. In the case of an Incurable Violation; or

c. Where the Owner was previously notified of, and was given a reasonable opportunity to cure, a similar Violation within the preceding six (6) months.

5. Request for Board Hearing.

a Except as provided by Subsection (b) and only if the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a timely written request for a hearing within the time period prescribed in Section 3 herein (First Notice), to discuss and verify facts and resolve the matter in issue before the Board.

b. The Board will hold a timely requested hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

c The notice and hearing provisions in this Addendum to the Policy do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which Section 209.006 or 209.007 of the Texas Property Code applies, a party to the suit may file a motion to compel mediation. The notice and hearing provisions concerning a matter covered by Section 209.006 or 209.007 of the Texas Property Code do not apply to a temporary suspension of an Owner's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Addendum.

c An Owner or the Association may use alternative dispute resolution services.

d Not later than 10 days before the Board holds a hearing pursuant to the terms of this Addendum to the Policy, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

e If the Association does not provide a packet within the period described by Subsection (d), the Owner is entitled to an automatic 15-day postponement of the hearing.

f During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

6. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any fine no further action will be taken (except for collection of any monies for which the Owner may become liable under this Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee to the Association for same, the amount of which is set by the Board or its delegate.

7. Referral to Legal Counsel. The Board or its delegate may refer any Violation to legal counsel for appropriate action at any time the Board or its delegate deems it to be in the best interests of the Association to do so. Any attorney's fees and

related charges incurred by the Association in enforcing the Association's Governing Documents will be added to the fines imposed under this Policy and become an obligation of the Owner at issue.

8 Fines. The imposition of fines will be incurred in accordance with Schedule of Fines based upon a lump sum amount will be levied in accordance with the Schedule of Fines recorded in the Real Property Records of Collin County, Texas ad Document No. 2022000138091 on September 12, 2022 and attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

9. Notices.

Any notice required by this Policy to be given, sent, delivered or received in writing will, for all purposes, be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

i. Where the notice is directed by personal delivery, upon actual receipt by any person accepting delivery thereof at the address of the recipient as set for in such notice; or

ii. Where the notice is placed in the care and custody of the United States Postal Service, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the most recent address of the recipient according to the records of the sending party.

Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday nor United States Postal Service holiday.

Where the interests of an Owner have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Unit has been and is being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

10. Cure of Violation During Enforcement. An Owner or occupant may correct or eliminate a Curable Violation at any time during the pendency of any procedure prescribed by this Policy. Upon verification that the Curable Violation has been corrected or eliminated, the Curable Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Policy,

which costs and fines, if not paid upon demand, will be referred to the Association for collection.

Where an Owner transfers record title to a Unit at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personally liable for all costs and fines under this Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Unit or Lot which is the subject of enforcement proceedings under this Policy, the Board or its delegate may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be personally liable for all costs and fines under this Policy which are the result of the new Owners' failure and/or refusal to correct or eliminate the Curable Violation(s) in the time and manner specified under this Policy.

` 11. Definitions. The definitions contained in the Charter are hereby incorporated herein by reference for all purposes.

CRCA RESIDENTIAL AUTHORITY TO ASSESS FINES "Exhibit A"

As permitted under Chapter 9, Section 9.2(a)(i) CRCA has the right to "impose reasonable monetary fines, which shall constitute a lien upon the violator's Parcel or Unit. In the event that any occupant, tenant, guest, or invitee of a Parcel or Unit violates the Governing Documents, and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.

Payment of fine amount does not grant a variance for the violation. All violations must be corrected to come into compliance. If there is a subsequent violation of the same rule, the fine amount will double with each subsequent violation.

This General Fine Schedule applies to all properties in Craig Ranch Community Association. Any fines imposed by the Association shall be implemented according to the applicable Craig Ranch Community Association fining and enforcement procedures referenced in the governing documents and in compliance with Texas law. This is a summary fine schedule only; please refer to the Craig Ranch Community Association Charter, By-laws, Rules, Policies, and Regulations for detailed requirements (available on website).

VIOLATION TYPE	FINE AMOUNT*	REPEAT SUBSTAINTIALLY SIMILAR VIOLATION WITHIN 6 MONTHS
CURABLE - FIRST FINE	$50	$100
CURABLE – SECOND FINE IMPOSED IF UNCURED 10 DAYS AFTER FIRST FINE	$100	$200

CURABLE – THIRD FINE IMPOSED IF UNCURED 10 DAYS AFTER SECOND FINE	$250	$500
CURABLE – ADDITIONAL FINE IMPOSED EVERY 10 DAYS THEREAFTER	$500*	$500*
INCURABLE/THREAT TO PUBLIC SAFETY **	$200	$200
LEASE VIOLATIONS	See Current Residential Leasing Policies and Procedures for fine amounts.	
* Once cumulative fines imposed reach or exceed $2,500 for a curable violation, further fine amounts and frequency will be determined by the Board of Directors.		
** Cost incurred by the Association incurred in responding or addressing violations, including but not limited to cost of repair, replacement or self-help, will be a separate obligation and charge imposed in addition to the fines referenced herein. The fines imposed by the Association in accordance with this schedule are in addition to all other rights and enforcement remedies available to the Association through the Charter, By-laws, Rules, Regulations, Policies, and Texas law which are not otherwise waived.		
*** See Section 8.1(c)(iv) of the Amended And Restated By-Laws for definition and classification of violations that are curable, incurable or considered a threat to public health or safety.		

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS 12
MAINTENANCE GUIDELINES 14
DESIGN REVIEW COMMITTEE (DRC)/ACC REQUESTS/MODIFCIATIONS 21
MODIFICATION SUBMITTAL PROCEDURES 21
DESIGN GUIDELINES 23
ACCESSORY STRUCTURES (DETACHED) 24
ATTACHED PATIO ROOF COVERS 27
ADDITIONS / REMODELS 28
ARTIFICIAL PLANTS AND TURF 29
ATTIC VENTILATION/ROOFTOP APPENDAGES 31
AWNINGS- RETRACTABLE 32
BASKETBALL GOALS 33
BIRDBATHS/BIRDHOUSES 35
COLOR CHANGES 36
DECKS/PATIOS/PATIO EXTENSIONS 37
DOORS 38
DRIVEWAY GATES (METAL) 39
DRIVEWAYS/DRIVEWAY EXTENSIONS/DRIVEWAY STAIN/FLATWORK/PODS (Temporary Storage Containers) 40
FENCING- WOOD (RESIDENTIAL) 41
FENCING- IRON (RESIDENTIAL) 47
FLAGPOLES/FLAGS 56
FOUNTAINS/STATUARY/OUTDOOR FURNITURE/OUTDOOR ART/POTTED PLANTS 58
GUTTERS/DOWNSPOUTS 59
HOLIDAY DECORATIONS/SPECIAL OCCASIONS 60
HOT TUBS AND SPAS 61
HOUSE NUMBERS 62
LANDSCAPING 63
Landscape Palette 66
LIGHTING (Exterior) 67
MAILBOXES 69
OUTDOOR FIREPLACES / FIRE-PITS / OUTDOOR KITCHEN AREAS 70
PAINTED BRICK 71
PLAY EQUIPMENT/TRAMPOLINES/SWINGS/PLAYHOUSES 72
POOLS/POOL EQUIPMENT/PONDS 73
RAINWATER COLLECTION DEVICES 75

ROOFING MATERIALS....76
SATELLITE DISHES....77
SCREENED PORCH ENCLOSURES....78
SIGNS....79
SOLAR PANELS/SOLAR ENERGY DEVICES....80
STANDBY ELECTRIC GENERATORS....81
STORAGE STRUCTURES/STORAGE OF ITEMS....83
SUNSCREENS/WINDOW FILM....84
TRASH TOTE/RECYCLE/CHARITABLE COLLECTION BINS....85
TRASHCAN ENCLOSURES....86
VEGETABLE GARDENS/PLANTER BOXES....88
WINDOWS/WINDOW TREATMENTS....89

MAINTENANCE GUIDELINES

HOME MAINTENANCE

Craig Ranch residents are responsible for the maintenance of the exterior appearance of their homes. In addition to the obvious items such as painting and roof repairs, some of the more subtle, but common maintenance items are repair of shutters and other louvered decorative home features, maintenance of dormers, refinishing or repainting doors, gutter maintenance and siding or brick discoloration. The following guidelines will help the homeowner determine the areas of concern and what the obligations are in involving CRCA when considering home repairs.

First of all, when looking at needed home repairs you need to consider if they are just general maintenance items with no change in color, stain, material or appearance. If your garage gutters are sagging, you can repair them without CRCA involvement. The same thing goes for repairing shutters, replacing rotted wood siding, refinishing faded front doors, etc. In most cases maintenance repairs can be done without the involvement of CRCA.

PROPERTY MAINTENANCE

FENCE MAINTENANCE

All fencing must be maintained in such a fashion that it does not detract from the neighborhood. This includes but is not limited to, replacement of all rotted, warped, broken or missing wooden pickets; repair or replacement of leaning fence sections; staining of replacement wooden pickets to match existing stain or re-staining of all wooden fence sections where the stain has faded; replacement or repair of rusted metal fence sections and re-painting of all metal fence sections where the paint is faded, peeled, or rust has formed.

LAWN MAINTENANCE

DEFINITIONS:
Mowing- horizontal leveling or cutting down grass.
Edging- vertical cutting of the grass resulting in a fine edge in the soil level that defines a space. (Usually along driveways, sidewalks, and patios.)
Weeding- removal of wild plants/grasses from lawn, landscaping bed, tree wells, etc.

Both the front yard lawn and the grass area between the sidewalk and the street are the responsibility of the individual homeowner to maintain. The general rule is 4" (inches). Once your grass reaches/exceeds 4", it will look overgrown. All sod will require regular mowing and edging – the frequency of which will depend on the weather season and lawn condition. During the growing season it is ***highly*** recommended that lawns be mowed once a week. In cooler, slower growing seasons, twice a month may be of sufficient frequency to keep the lawn looking manicured.

In accordance with City of McKinney guidelines, lawn clippings will be picked up on the regularly scheduled trash day. Clippings must be placed in brown paper bags (limit of 10

bags) and should be placed three (3) feet away from the green trash cart. If you use a lawn service, please make sure they are aware of the regulations and put the bags in the back yard out of view.

Weeds are a constant problem and should be removed anytime weeds are present. Reminders: when your lawn's growth slows, the weeds growth picks up and weeds will always grow faster than the grass. Even if your lawn does not need to be mowed, your weeds may still need removal.

The homeowner is responsible for maintaining good lawn health. In addition to mowing and edging, proper maintenance includes, but is not limited to, fertilizing, controlling weeds, watering, treating for turf diseases and insect infestation. Areas of brown, dying grass must be replaced, if they do not respond to treatment within a reasonable amount of time. Proper maintenance of side and backyard lawns is as important as the front lawns.

LANDSCAPING

Next to the architectural control, the most important aspects of this area relate to landscaping. The developers spent quite a bit of time detailing the landscape requirements for Craig Ranch. Both home and businesses should have a cover of canopy type trees and all of the hard, mechanical elements of both home and businesses should be screened from view.

Shrubs and Groundcover

The planting of shrubs along the front of the home (and sides where the side of the home is exposed to public view - such as corner lots) is critical to the look of Craig Ranch.

The minimum shrubbery requirements are as follows: All homes must have landscape beds that cover the entire front (and sides if necessary) of the house. The bed should be a minimum of six foot wide and must be properly maintained at all times – maintenance includes weeding and re-mulching when necessary. Plants in the beds must be a minimum of (5) five gallon in size. Larger plants may be required when replacing older, taller, mature plants. One row of evergreen shrubs must be planted, should be a minimum height of eighteen inches (18”), and should provide a continuous line of coverage. Groundcover or border plants shall be one (1) gallon containers, planted twelve inches (12") on center or split and planted six inches (6") on center depending on the species. Plant material in landscaping beds should be evergreen. Shrubs in front beds must be maintained 4 feet or lower. Hedgerow shrubs in the front beds must be maintained 4 feet or lower.

Planting Beds

Planting beds should produce a harmonious landscape setting and should complement the architecture of the residence with a suggested minimum width of 6 feet (6') from the foundation of the home. All planting beds should be mulched and the mulch color should complement the stone/façade color of the existing house. Rock or gravel color should match or complement the stone/façade color of the existing house. White landscaping rocks are not permitted.

Landscape Installation and Maintenance

Installation of landscaping is to be executed in a high-quality manner, consistent with the image of Craig Ranch. CRCA may reject any improvement where the material or workmanship fails to meet the acceptable industry standards. **Contractor signage is prohibited, and the homeowner may be subject to fines.**

Lawns

Yards visible to the public shall be solid sod if not in planting beds. Over seeding with fescue seeds, in areas of high shade or for the purpose of having a green winter lawn is permitted. **Seeding or sprigging entire front or side lawn is not permitted.**

Edging and Borders

Edging around planting beds is encouraged for maintenance purposes and to help define the shape of the beds but is not required. Natural border plants, such as monkey grass, liriope or jasmine, are strongly encouraged. Acceptable edging materials include steel, stone or brick. Acceptable steel colors are green, bronze, and black- silver is not permitted. Stone may be laid flat as accent material. House bricks are an inappropriate material and cannot be used for landscape borders. In no instance shall any holes in the brick be visible to the public. Landscaping bricks/stones shall complement the house brick/stone and it is recommended that the bricks not be laid loose but be set securely into the ground either horizontally or vertically. Colored brick or concrete scalloped borders shall be securely set into the ground. Two or more layers of stone/brick should be mortared together. (Mortared together landscaping materials should be on level concrete foundation.) Colored or poured reinforced concrete border/curbs are acceptable but must complement the exterior color scheme of the residence. **Black plastic or rubber edging material is not allowed.** All edging material must be maintained.

Tree Trimming

All trees should be maintained and manicured in such a fashion that it does not detract from the neighborhood and appropriate clearance and lines of sight are given to sidewalks, streets, and street signs. Trees should be trimmed a minimum of fourteen feet (14') above streets and rights of way, a minimum of seven feet (7') above sidewalks, and a minimum of one foot (1') above and around any street signs.

Irrigation Systems

Installation of an automatic irrigation system is encouraged and may be required in some neighborhoods. All irrigation equipment must be screened from view. All sprinkler heads must be at ground level.

SCREENING

As with the foundation and roof top equipment, all mechanical equipment on Craig Ranch homes and any storage containers must be fully screened from public view. This includes pool and water treatment equipment, piping, boxes and relays for sprinkler systems, mechanical equipment associated with electronic gate closers, deck boxes, and storage boxes.

Screening can be accomplished in a number of ways including fencing and shrubbery. In all cases, if the particular items are behind six-foot wooden privacy fences and cannot be seen from public view, then the screening has been accomplished.

MISCELLANEOUS GUIDELINES

TRASH

CRCA does have certain rules governing placement of trash for pick up. Trash and Recycling, including lawn, tree, and shrub clippings, must not be placed out for pick up any earlier than the evening before the scheduled pick-up day. Trash and Recycling carts should be put away the evening of the scheduled pick-up day. Please keep all of your trash stored in the garage, behind the backyard fence, or screened with an approved trashcan enclosure, where it cannot be seen from public view.

PETS

Generally recognized pets must be kept as house pets and not for breeding purposes. (Farm animals/birds are not considered house pets.) Pets must be on a leash and must not be left unattended. **The person in control of a pet when it is outdoors must remove its droppings from the streets and lawns, public and private.** Pets are not permitted in the Association amenities (i.e., swimming pools, exercise room, etc.). The property owner responsible for having a pet within the community shall be liable for any damage caused by a pet regardless of whether or not the pet is owned by the property owner.

STORAGE OF ITEMS

No items, such as firewood, trash, bricks, stones, and debris, etc. are allowed to be stored outside a house in public view. This includes items left on the driveway, front porch, back porch of an unfenced back yard, side yards and any other location of the home site that is visible from public view.

BEHAVIOR

Unit owners are responsible for the actions of their family members, tenants and guests. All residents, their family members, tenants, and guests are expected to comply with all elements of the Craig Ranch Governing Documents and all applicable civil laws or regulations. Any activity which may endanger the health of any occupant of any unit is prohibited. Any activity

that may result in cancellation of or increase in premiums for insurance on any unit, or any part of or all of the common areas/elements, is forbidden. Any activity by any resident, guest, or tenant which could be reasonably expected to cause any discomfort, annoyance, or nuisance to occupants of any other unit is prohibited. Such activities include, but are not limited to:

A. Indoor noise which can be heard beyond the unit, such as music, television, yelling or a barking dog;
B. Outdoor noise which can be heard within a neighbor's unit, such as amplified music, live musical instruments, or from unreasonably loud talking or yelling; and
C. Noise which interferes with a neighbor's sleep or otherwise violates a neighbor's right to enjoy his or her home in peace and quiet is considered to be disturbing the peace and is not only hereby prohibited but is also illegal.

VEHICLES

No boat trailers, commercial vehicles, motor homes, boats, travel trailers, golf carts, inoperative automobiles, campers, or vehicles of any kind are to be stored for more than forty eight (48) hours in the public street right-of-way or on driveways in public view.

Community Charter for Craig Ranch Exhibit C-1 2.a *"…the following activities are prohibited in Craig Ranch: Parking of any vehicles in "no parking" areas, or parking of mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such a period of time as is reasonably necessary to provide service or make a delivery to any Parcel or the Common Area…"*

Vehicle covers are prohibited in public view. This includes but is not limited to vehicles parked in the driveway and on the street.

Driveways

The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use 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.

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.

Air Conditioner Units

Window air conditioning units are expressly prohibited in any section of Craig Ranch.

DESIGN REVIEW COMMITTEE (DRC)/ACC REQUESTS/MODIFCIATIONS

Amended and Restated Community Charter for Craig Ranch Chapter 6- *"The Community derives its unique character from a mix of compatible architectural styles and from the cooperation of all Parcel Developers and Owners in upholding minimum design, landscaping, and aesthetic standards."*

The Design Review Committee (DRC) is appointed by the Board of Directors and consists of owners in the community who review ACC/Modification Requests submitted by the owners for projects, additions, or enhancements of their property. This may include, but is not limited to, landscaping changes, pools, patio covers/pergolas, room additions, changes in paint or stain colors, etc.

When reviewing a submitted Application, the DRC takes several things into consideration including the requirements outlined in the Design Guidelines as well as harmony of the proposed external design with surrounding structures and environment. The DRC may also take into account, the effect the requested modification will have on neighboring properties and the community as a whole.

MODIFICATION SUBMITTAL PROCEDURES

Procedures

1. A Modification Application and supporting documents must be submitted along with a site plan/property survey (usually found in closing documents) indicating location of the modification, specifications on the requested modification (such as dimensions, colors, materials, etc.). Depending on the Modification, City Permits and/or Neighbor Acknowledgment Forms may also be required as part of the submission. Please refer to the Guideline for the specific modification.

2. Upon receipt, staff will verify that the Application is complete, that the Owner has no outstanding balance with CRCA, and that the Owner has no outstanding deed restriction violations.

If the Application is not complete, Staff will return the Application to the Owner requesting the additional needed information, and indicating *denied for insufficient information* since incomplete.

3. Once any outstanding items are resolved, the Application will be reviewed as follows:

a. If the Application is for an item with written Guidelines, and meets all of the requirements within those Guidelines,

b. If the Application is for a modification without written Guidelines, or it does not meet the requirements of a written Guideline, it will then be forwarded to the Design Review Committee (DRC) for review.

The DRC has 30 days in which to provide a decision on completed submissions.

c. Upon approval, a letter will be sent to the Owner advising of the approval and any associated stipulations. Denials will include a letter specifying why the application was denied.

4. If an owner wishes to appeal the decision of the **DRC,** then they must submit a written request to appeal to the Board of Directors.

5. If an Owner proceeds with a denied Application, or deviates from the approved Application, it will be a violation of the deed restrictions and the member may be subject to fines.

Special Notes:

Staff and the Design Review Committee will endeavor to review applications as soon as possible, however, please note that Chapter 6, (b) of the Community Charter for Craig Ranch allows the DRC 30 days after a completed Application is submitted to render a decision. This time frame may be extended to 40 days during Founder control period. Approvals are valid for one (I) year. If the Member does not complete the modification within this time period, they must resubmit the Application.

Approval by the Association does not supplant or represent that a project complies with any federal, state, or local code requirements for construction, health, safety, fire, or other requirements. Owners are responsible for separately obtaining any permit or approval required by the City of McKinney or any other governmental agency or entity.

DESIGN GUIDELINES

ACCESSORY STRUCTURES (DETACHED)

- **Accessory Structures shall be defined as: Pergola, Arbor, Gazebo, or Detached Patio Cover. Accessory structures shall not exceed 25% of the area of the rear yard. (This is in lieu of or in combination with any deck/patio extension plans- not in addition to. The plans must allow for 70% permeable surface in the rear yard.)**

- **Accessory Structures shall be professionally installed- no pre-made kits.**

- **Accessory structures are approvable in the side or rear yards only and must be located behind the perimeter fencing of the lot.**

- **Accessory structures must be permanently affixed to a concrete foundation.**

- **Accessory structures shall maintain a five (5) foot side yard setback and a five (5) foot rear yard setback or as required by the service area guidelines. Accessory structures may not be located within any drainage, utility, or maintenance easement. The post of the structure must be within the required setback. An overhang is allowed up to two feet past the post.**

- **Construction shall not alter the drainage patterns established for the lot.**

- **Solar panels are not permitted to be installed anywhere on accessory structures.**

- **Carports are prohibited.**

ARBOR/PERGOLA

- **Arbor/Pergola shall be attractive in appearance without an excess of detail ornamentation.**

- **Roof must be either 50% open, roofed with the approved polycarbonate (see polycarbonate guidelines) or louvered panels.**

- **Louvered roof panels may be installed in place of wooden slats with the following stipulations:**

    - **Materials must be made of powder coated or anodized aluminum.**
    - **Must be factory finished in a color to blend or complement the adjacent structure.**
    - **Must be mounted on inside of column/opening.**
    - **Must be enclosed in cedar to match.**
    - **Required to be an operational louvered panel.**
    - **See also polycarbonate roofing panels as outlined on page 17 & 18 of these Design Guidelines.**

- **Arbor/Pergola shall be of cedar, redwood, masonry, composite material, powder coated or anodized aluminum, or other material approved by the Reviewing Body.**

- **Arbor/Pergola must be painted or stained, the arbor/pergola shall coordinate and complement the colors of the house.**

- **Overall height of the arbor/pergola shall not exceed twelve (12) feet.**

- **Arbor/Pergola which are attached to the dwelling may not extend over the dwelling setback lines as established by the applicable subdivision guidelines.**
- **Solar panels are not permitted to be installed anywhere on the Arbor/Pergola.**

GAZEBO

- **Gazebos shall be attractive in appearance, without an excess of detail ornamentation.**
- **Gazebos shall be of cedar, redwood, masonry, composite material, powder coated or anodized aluminum, or other material approved by the Reviewing Body.**
- **If painted or stained, the gazebo shall coordinate with and complement the colors of the house.**
- **Overall height of the gazebo shall not exceed twelve (12) feet in height.**
- **Roofing shall match/complement that of the house.**
- **Only one gazebo is allowed per lot.**
- **Solar panels are not permitted to be installed anywhere on the gazebo.**

DETACHED PATIO COVERS

- **Materials must match or complement existing house.**
- **Roofing materials shall match the existing house.**
- **Columns shall be of cedar, redwood, masonry, composite material, powder coated or anodized aluminum, or other material approved by the Reviewing Body.**
- **Solar panels are not permitted to be installed anywhere on the detached patio cover.**

POLYCARBONATE ROOFING PANELS

- **Polycarbonate roof panels shall be limited to pergola structures only.**
- **Polycarbonate roof panels shall be clear, with a Light Transmission greater than 70% (LT > 70%).**
- **Polycarbonate roof panels must be UV protected.**
- **Polycarbonate roof panels shall have a minimum 10-year material warranty.**
- **Minimum roof pitch shall be used to reduce the amount of panel visibility.**
- **Pergola framing shall maintain a minimum 50% open framing.**
- **The polycarbonate roof panel manufacturer's specifications must be provided to verify compliance with these guidelines.**
- **Large-scale architectural details must be provided for all edge conditions of the pergola in addition to the general submittal requirements for pergolas.**

- **The polycarbonate roof panel manufacturer's recommendations, including accessories, should be followed for complete installation.**
- **The panels must be sheets (i.e., flat panel profiles). Flat panels will require a connection system (gaskets) to cover the joints and secure the panels. These gaskets should be watertight with concealed fasteners.**
- **Minimum three (3) inch gap or a gutter required between the polycarbonate and the cedar wood trim on the front of the arbor/pergola for drainage.**
- **Cedar wood trim must be placed all around the pergola.**
- **The thickness of the panel will be dictated by the span between supports; however, a minimum panel thickness of 5/16-inch (8 mm) is required.**

SUBMITTAL REQUIREMENTS

- ❖ **A set of floor plans, elevations, roof plan and other construction drawings, drawn to scale which adequately describe the construction proposed.**
- ❖ **City permit may be required.**
- ❖ **Manufacturer specification sheets for prefabricated structures.**
- ❖ **Proposed exterior color and materials.**
- ❖ **Photographs of the existing house showing where the proposed structures will be located.**
- ❖ **Sample photograph(s) showing an example of the completed project.**
- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the existing and proposed structures, easements, and property lines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

ATTACHED PATIO ROOF COVERS

- **Attached patio covers may not extend over the dwelling setback lines as established by the applicable service area guidelines. If adjacent to a golf course, water body, open space, or Common Area a minimum ten (10) foot setback is required or as required by the service area guidelines. Attached patio covers may not be located within any drainage, utility, or maintenance easement. The post of the structure must be within the dwelling setback line. An overhang is allowed up to two feet past the post.**
- **Attached patio covers shall be located behind the perimeter fencing of the lot within side or rear yards only.**
- **Any solid walls must be the same materials as existing house.**
- **Roofing materials shall match the existing house.**
- **Columns shall be of cedar, redwood, masonry, composite material, powder coated or anodized aluminum, or other material approved by the Reviewing Body.**
- **All roof pitches of the attached patio roof cover shall be a minimum of 4:12 or as approved by the Reviewing Body on a case-by-case basis.**
- **Construction shall not alter the drainage patterns established for the lot.**
- **Stain shall be solid color coating only that complements the existing property. Transparent and semi-transparent stain is prohibited.**

SUBMITTAL REQUIREMENTS

- ❖ **A set of floor plans, elevations, roof plan and other construction drawings, drawn to scale which adequately describe the construction proposed.**
- ❖ **City permit required.**
- ❖ **Photographs of the existing house showing where the proposed attached patio roof cover will be located.**
- ❖ **Proposed exterior color and materials.**
- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the existing and proposed structures, easements, and property lines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

ADDITIONS / REMODELS

- **Room Additions and Renovations include, but are not limited to, enclosed porches (which are not screened enclosures), glass enclosures, expansions of living area, additions of dormers, windows and/or doors, and enclosing any portion of the house not previously enclosed.**

- **Addition must appear as part of/complement the original house design, including roof pitches, overall massing, proportions, details (brick, paint color, roof, etc.), doors and windows and materials.**

- **Extension of a garage toward the street will not be allowed since it may create an inappropriate massing toward the street. Second story additions to detached garages will not be permitted. Garages are not to be used for living spaces.**

- **The Addition may not extend beyond the rear or side building setback lines as indicated on the survey site plan. If a rear building line is not indicated on the survey site plan, single story additions shall be no nearer than ten feet (10') from the rear property line and two-story additions shall be no nearer than fifteen feet (15') from the rear property line.**

- **The addition shall not alter the existing drainage patterns.**

- ***SPECIAL RESTRICTION- The Settlement- No front-entry garages shall be permitted.***

- ***SPECIAL RESTRICTION- The Settlement- Each house must have a functional front porch with a minimum of eight feet (8') on depth.***

- ***SPECIAL RESTRICTION- The Settlement- No brick shall be permitted for any of the outside façade of a structure. Each structure must be constructed from stone, stone veneer, cement plant, a combination thereof, or some other material approved by the DRC.***

SUBMITTAL REQUIREMENTS

- ❖ **A set of floor plans, elevations, and roof plans drawn to scale.**

- ❖ **City permit required.**

- ❖ **Photographs of the existing house showing where the proposed addition/remodel will be located.**

- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the existing and proposed addition, easements, and property lines.**

- ❖ **All colors and materials (roofing, siding, masonry, etc.) shall match or complement the existing home. Submit color samples, manufacturer, color name and number, etc., for review.**

- ❖ **Existing and proposed air-conditioned square footage must be noted.**

- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

- ❖ **Neighbor Comment Form may be required.**

ARTIFICIAL PLANTS AND TURF

ARTIFICIAL PLANTS

- **The use of artificial plant material is not permitted within Craig Ranch Community Association. The only exception to this policy is for wreath/door decorations in residential neighborhoods.**

ARTIFICIAL TURF

- **Yards visible to the public shall be solid sod if not in planting beds. Over seeding with fescue seeds, in areas of high shade or for the purpose of having a green winter lawn is permitted. Seeding or sprigging entire front or side lawn is not allowed.**

- **Artificial Turf may be permitted for residential use behind yard fence on the internal side of the residential lot ONLY IF not visible to the public nor neighboring lots. If a residential lot has wrought iron fencing, artificial turf may still be permitted if properly screened from view pursuant to the screening policy outlined in the Amended and Restated Community Charter for Craig Ranch (CRCA Charter*) Exhibit F-200.* The addition of artificial turf is an exterior modification and will require the submittal of a residential modification application that includes a sample of the artificial turf intended to be used and a material/installation plan that complies with the criteria outlined below. DRC will review when the application is complete. No modification to the exterior elements of the lot may take place until DRC approves the application.**

- ***Additional Artificial Turf Criteria***

    - **Estates Villas, Hemingway, and Spicewood- Interior lots that do not face a public intersection or Common Area are permitted to install artificial turf without the addition of wrought iron fence screening on a case-by-case basis provided all other requirements of the criteria below are met.**

Criteria

- **Artificial Turf must be professionally installed.**
- **No person may interfere with the established drainage pattern or grading pattern over any portion of a property unless adequate alternate provision for property drainage has been obtained by licensed engineer and proper city permits obtained. Please note that approval of applications and any drainage plans submitted by the residential lot owner are reviewed and approved solely for the purpose of ensuring compliance with the requirements of this guideline and CRCA modification rules only and is not to be considered a warranty or verification by the DRC or CRCA that the submitted drainage plans and modifications have been reviewed and determined to be adequate by the CRC or CRCA for the intended modification or that such modifications and proposed drainage pattern will not result in interference with any neighboring property rights. Proper drainage requirements are the sole responsibility of the applicant and the applicant's licensed professional engineer and should be discussed and reviewed as part of the applicant's separate city permitting approval process with the City of McKinney.**
- **The backing of the artificial turf should be coated with polyurethane material. The artificial grass itself should be made from a polyurethane material and must have a realistic appearance, be fade resistant/UV protected, and weather resistant. Artificial turf must be professionally installed, and the installation shall include a bender border, acrylic antimicrobial infill sand and nails to nail down the turf. All products used must be 2-way soluble meaning water can move both directions through the turf.**
- **The use of artificial turf in Zero-lot line plats/lot must adhere to the easement's standards established for the residential lot at issue. The area in between residential structures (homes) are considered a maintenance/utility easement governed by specific rights and obligations between adjoining residential lots. In an easement area, elements**

below the ground surface must be accessible. Approval by the DRC relates exclusively to this guideline and CRCA general rules. The applicant is solely responsible for compliance with specific easement requirements applicable to his/her residential lot. Should an owner place any item in an easement area which interferes with access or another party's easement or maintenance rights, any liability for such interference, including the cost of accessing the area and sequential repairs to the owner's property, is the sole financial responsibility of parcel/lot owner applicant.

Maintenance

Artificial turf must be properly maintained and replaced when it becomes worn.

SUBMITTAL REQUIREMENTS

- **Property survey (usually found in Closing Documents) highlighting/indicating the location of proposed turf installation in relation to existing structures, pools, fences, setbacks, easements, and property lines.**
- **Description of base materials proposed.**
- **A 6" (inch) square sample of the turf should be provided, upon request.**
- **Type of proposed artificial turf with manufacturer specification sheets.**
- **Current picture(s) of areas where artificial turf is to be installed.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

ATTIC VENTILATION/ROOFTOP APPENDAGES

- **Rooftop appendages, vents, stacks, ventilations, skylights, solar tubes, etc., shall be located on the rear slopes of the roof.**
- **Rooftop appendages are to be painted to match or blend with the color of the roof.**
- **Roof ridge vents are acceptable.**
- **Non-powered attic ventilators must be the "pancake" low profile type.**
- **Powered or non-powered turbine ventilators shall not be installed above the roof ridge.**
- **Non-decorative lightning protection devices do not require submittal.**
- **Cupola must complement existing roof materials.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

AWNINGS- RETRACTABLE

- **Awnings shall be solid or two-tone muted earth tone colors, to be reviewed on a case-by-case basis.**
- **Brightly colored or multi-colored awnings are not allowed; awnings must complement the colors of the home.**
- **Permanent/fixed awnings are prohibited.**

SUBMITTAL REQUIREMENTS

- ❖ **Photo of the elevation of the house where the awning will be installed.**
- ❖ **Material sample, material type, color, and size.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

BASKETBALL GOALS

- **Permanent and portable basketball goals are permissible in the locations shown below (location should minimize visual and use impact to public view and neighboring properties). Backyard goals shall be placed out of public view to the fullest extent possible. For corner lots, goals shall be placed on the interior side of the lot. Neither portable nor permanent goals may be used or stored in the street.**

- **Net must be white, and/or black or red/white/blue (tri-color). Fluorescent colored nets and chain nets are strictly prohibited.**

- **Only one goal per lot is allowed.**

- **Basketball backboards and nets must be maintained.**

- **Portable basketball goals may be stored horizontally inside garage or in rear yard.**

- **Basketball goals are only permitted adjacent to the driveway or an approved sports court.**

- **Permanent Goals:**

    - **Goals shall be installed on commercially made, standard sized backboards constructed of transparent acrylic, heavy gauge fiberglass, Plexiglass, graphite-blend, or aluminum. White, clear, or gray backboards are acceptable.**

    - **Poles shall be metal or fiberglass painted black or gray.**

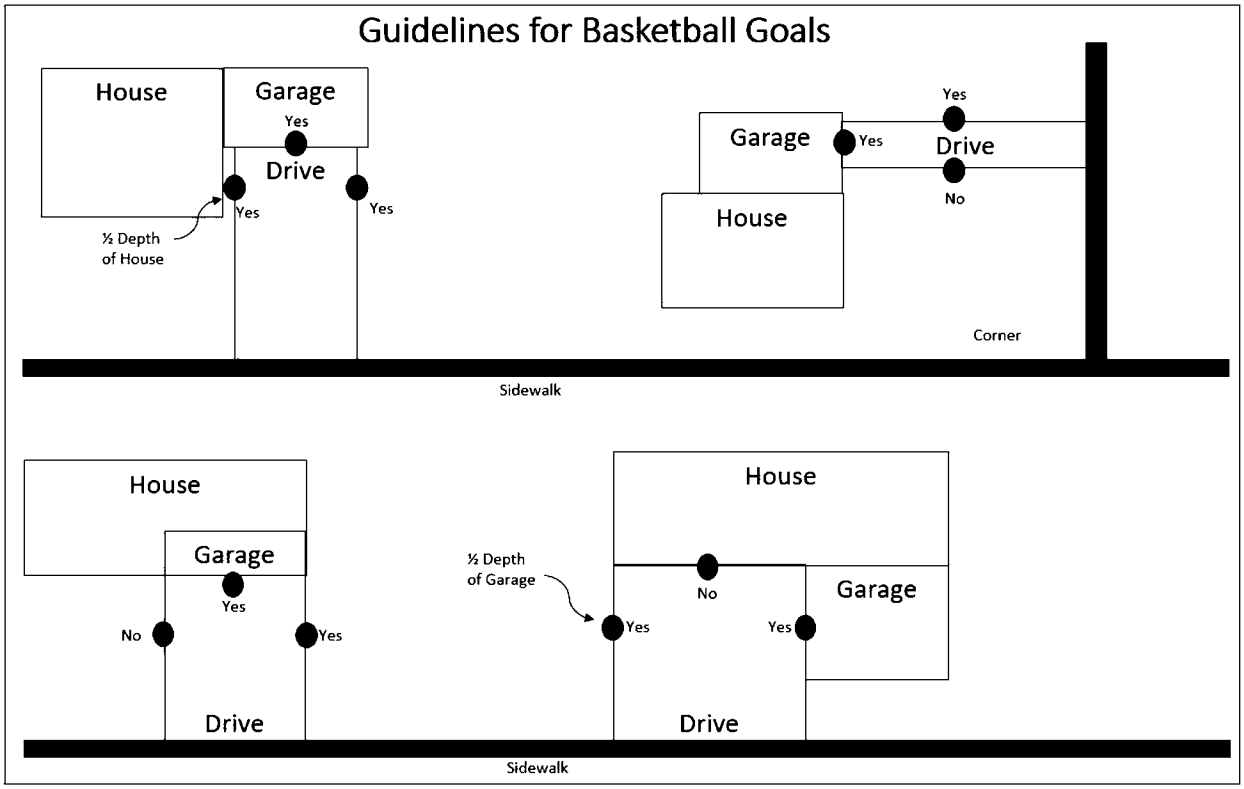
    - **Supports for garage-mounted goals shall be black or a color to match the roof of siding color.**

- **Portable Goals:**

    - **Prohibited in the city street right of ways including sidewalks. Portable goals shall not be placed within ten (10) feet of the curb.**

    - **Base shall be black or gray with no visible logos. For aesthetic reasons, it is recommended to use a thin base and to screen the base from public view when necessary. Bases may not be weighed down with stones, bricks, cinder blocks, dirt bags, etc. The base should be properly filled with sand or water per the manufacturer's instructions.**

    - **Supports shall be painted black or gray to match the pole.**



SUBMITTAL REQUIREMENTS

- **None required provided you comply with the above guidelines.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

BIRDBATHS/BIRDHOUSES

- **One birdbath is permitted in the landscape bed and should be incorporated with the landscape design. Size of birdbath should complement the landscape bed size and color should complement the colors of the home and landscape borders (stone/brick).**
- **Birdhouses may be placed in the backyard in a location that is screened from public view to the maximum extent possible.**
- **Pole mounted birdhouse (backyard only) shall not exceed twenty (20) feet in height.**
- **Only one pole-mounted birdhouse per lot is allowed.**
- **All posts or poles for the support of birdhouses must be cedar, redwood, metal, or fiberglass. Posts shall be painted an earth tone color, coordinating with the colors of the house. All poles or posts shall be maintained in a vertical and upright manner.**
- **The birdhouse itself shall be a color complementary to those of the house and must be maintained.**
- **Birdhouses shall not exceed 1' x 1' x 1' in overall dimensions.**
- **Hanging birdhouses may be placed in trees or on accessory structures, or on the house itself, but may not be larger than 1' x 1' x 1' and shall not impede the natural development of the tree.**
- **Only one hanging bird house per front yard.**
- **Each lot may only have a total of three birdhouses.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

COLOR CHANGES

- **Trim, gutters, and siding colors must complement the masonry (brick, stone, or stucco) color on the house. Color selections must fall within the same color palette: off-white, brown, beige, gray, or off-black and derivatives thereof with Light Reflective Value (LRV) range 20%-90%. All colors which do not fall within the palette will be reviewed on a case-by-case basis.**

- **Garage doors and shutters must complement the masonry color on the house and shall be stained or painted from one of the following color palettes: off-white, brown, beige, gray, or off-black color palette and derivatives thereof or as approved by the Reviewing Body. All colors which do not fall within the palette will be reviewed on a case-by-case basis. Cedar garage doors may be painted to match other cedar accents on a case-by-case basis.**

- **Front doors shall be painted or stained in colors that complement the siding and masonry color on the house. No submittal required if front door is painted from off-white, brown, beige, gray, or off-black color palette and derivatives thereof. Color changes on front doors outside of listed palette shall be reviewed on a case-by-case basis.**

- **Lime wash, German smear, and painted brick can be submitted for review on a case-by-case basis. Refer to Page 71.**

- **Same for same paint color or stain color falls under maintenance and no approval is needed.**

SUBMITTAL REQUIREMENTS

- ❖ **Sample of stain or paint color, manufacturer, color specifications (color name and number), and Light Reflective Value (LRV) number.**

- ❖ **Photo of existing house showing current paint/stain, brick, stone, or stucco color.**

- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

DECKS/PATIOS/PATIO EXTENSIONS

- **Deck/patio extension plans must allow for 70% permeable surface in the rear yard, not to include driveways.**
- **Deck shall be of redwood, cedar, composite material similar to Trex or other material approved by the Reviewing Body. Pressure treated pine is permitted for the nonexposed structure only.**
- **Patios may be concrete, concrete stepping blocks, brick, concrete pavers, stone, or other materials as approved by the Reviewing Body. Concrete decks must be 4" thick.**
- **For patios and decks no encroachment will be allowed on easements. No encroachments are allowed on front, rear, or side building setback lines, or on golf course reserve easements.**
- **The new deck/patio shall not alter the drainage patterns established.**
- **Decks/Patio improvements shall not impede any "view zone" requirements established for the lot.**
- **Decks and patios must be inside or rear yard behind perimeter fence.**
- **Maximum height of the walking area of a deck is eighteen (18) inches from slab level. Multi-level decks are permitted but the highest level must be at or below eighteen (18) inches. Built in benches and/or railings may exceed this height.**
- **Upper-Level Deck height cannot exceed the height of a normal second story level, nor extend beyond the building lines.**

SUBMITTAL REQUIREMENTS

- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the existing and proposed deck/patio extension, easements, and property lines.**
- ❖ **Building plans, including railing, bench, screening, and other details.**
- ❖ **Photographs of the existing house showing where the proposed deck/patio extension will be located.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**
- ❖ **Neighbor Comment Form may be required.**

DOORS

- **Front doors must be of wood, fiberglass, or metal construction and shall be free of excessive ornamentation.**
- **Replacement doors shall match or complement the existing color scheme of the home. Colors shall fall within the color scheme listed on the Color Changes section of this Design Guidelines.**
- **The Reviewing Body shall have the right to review and approve exterior storm doors, and security gates and bars as exterior residential materials.**
- **Storm doors shall have a nine (9) inch maximum wide frame (12-inch maximum kick plate at the bottom of the door is allowed), which shall be finished to match or complement the window mullions or the house trim.**
- **Storm doors installed on the front elevation or on side elevations facing a street or public view shall have transparent glass. Only full view storm doors are permitted. Full view shall be defined as a solid glass panel. There shall be no cross members, decorative grills, or opaque panels.**
- **Screen doors are prohibited.**
- **Any deviation must be approved on a case-by-case basis.**

SUBMITTAL REQUIREMENTS

- **None required provided you comply with the above guidelines.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

DRIVEWAY GATES (METAL)

- **The gate shall not be excessive in ornamentation.**
- **All gate equipment must be located inside the gate and screened from public view.**
- **Gates are not permitted to swing out into the street or alley.**
- **Wooden driveway gates are prohibited.**
- **A driveway gate unit shall not impact the function of any drainage easement. All fencing must be installed on the high side of any retaining walls. Check your service area design guidelines for fencing requirements if fencing sections are attached to your gate.**
- **Unless otherwise specified in the Service Area's Supplemental Declaration, driveway gate location must comply with the fence setbacks and restrictions outlined on pages 41-42.**

SUBMITTAL REQUIREMENTS

- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the proposed gate across the driveway and showing the property lines.**
- ❖ **A brochure, photograph or drawing of the proposed gate and columns with the materials, color and dimensions listed.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

DRIVEWAYS/DRIVEWAY EXTENSIONS/DRIVEWAY STAIN/FLATWORK/PODS (Temporary Storage Containers)

- **Driveways, parking pads, and other flatwork additions shall match or complement the texture, color, and material of the existing flatwork to be extended or as approved by the Reviewing Body on a case-by-case basis.**

- **All driveway resurfacing must be approved at the discretion of the Reviewing Body and shall not be added over public sidewalks.**

- **The max number of curb cuts (driveway approaches) allowed per lot shall be no more than two (2).**

- **Driveways, driveway extensions, and other flatwork will be reviewed on a case-by-case basis.**

- **Driveway Extensions**

    - **Maximum extension width is 3' (feet).**
    - **A minimum of 2' (feet) of green space must be maintained between the extended driveway and the property line.**

- **Plain concrete exposed vertical edges shall not exceed four (4) inches in height.**

- **Semi-transparent concrete stain (gray and tan hues only- reds are prohibited) must be submitted for and approved by the Reviewing Body. Solid concrete stain and concrete paint are prohibited.**

- **PODs or any temporary storage container may be permitted in a driveway for 14 days if the owner notifies the Association. Any time longer than 14 days will be reviewed on a case-by-case basis.**

SUBMITTAL REQUIREMENTS

- **Property survey (usually found in Closing Documents) highlighting/indicating location, dimensions and setbacks, samples, patterns, colors, and textures of driveways, parking pads.**

- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

FENCING- WOOD (RESIDENTIAL)

INTRODUCTION

The street side of all solid fences will be required to be landscaped. Must meet all landscaping guidelines outlined in this document and including the service area guidelines.

CRITERIA

There are typically two different categories of fences. Privacy fences help screen personal areas from public view and open metal fencing enhances the views to and from amenity areas such as golf courses, lakes, and open spaces.

A. Heights

1. **A wooden fence height shall not exceed eight (8) feet in height.**
    a. **Signed neighbor agreement form(s) required for any owner requesting a height change from six (6) feet to eight (8) feet.**

B. Design

1. **Fences shall "step" up or down to higher or lower connecting fences or columns. Each step shall have a maximum of one (1) foot allowed and shall be consistent with the grade.**
2. **All wooden fencing may include a single kickboard not to exceed 2"x8". Multiple kickboards are prohibited. Kickboards should be pressure-treated material.**
3. **Wooden privacy fences must be constructed in one of two types, board on board or board beside board. All other fence styles (shadowbox fencing, horizontal picket fencing, etc.) are prohibited.**
4. **Posts shall be a maximum of eight feet (8') apart.**
5. **Wood fences may not be altered in any form or fashion to incorporate any artistic design, cut outs, wagon wheels, etc.**

- **Board on Board Fencing:**
    - **Board on board fencing must be constructed with 1"x4" or 1"x6" pickets. A single 1"x4" trim cap and a single 2"x6" top cap are required.**
    - **Board on board fencing must use a single row of pickets.**

- **Board Beside Board Fencing:**
    - **Board beside board fencing must be constructed with 1"x4" or 1"x6" pickets. A single 1"x4" trim cap is required.**
    - **Board beside board fencing must use a single row of pickets with no space between pickets.**

C. Location

Fence placement is subject to various restrictions relative to location. The following basic rules must be adhered to:

1. **Fencing (in its entirety) is solely restricted to the owner's property.**
   Fences shall not encroach into any public street right-of-way (ROW) or designated open spaces.

2. **Fencing shall not be placed beyond the front yard building line and must comply with the City of McKinney Ordinances on a side yard building set back on corner lots with secondary street frontage.**

3. **Pickets are to be placed on the exterior face (or Public side). Posts must be steel pipe columns. Steel pipe columns may be encased in matching cedar or redwood material.**

4. **Double fencing (one fence installed next to another creating a non-maintainable area) and stand-alone fences are prohibited.**

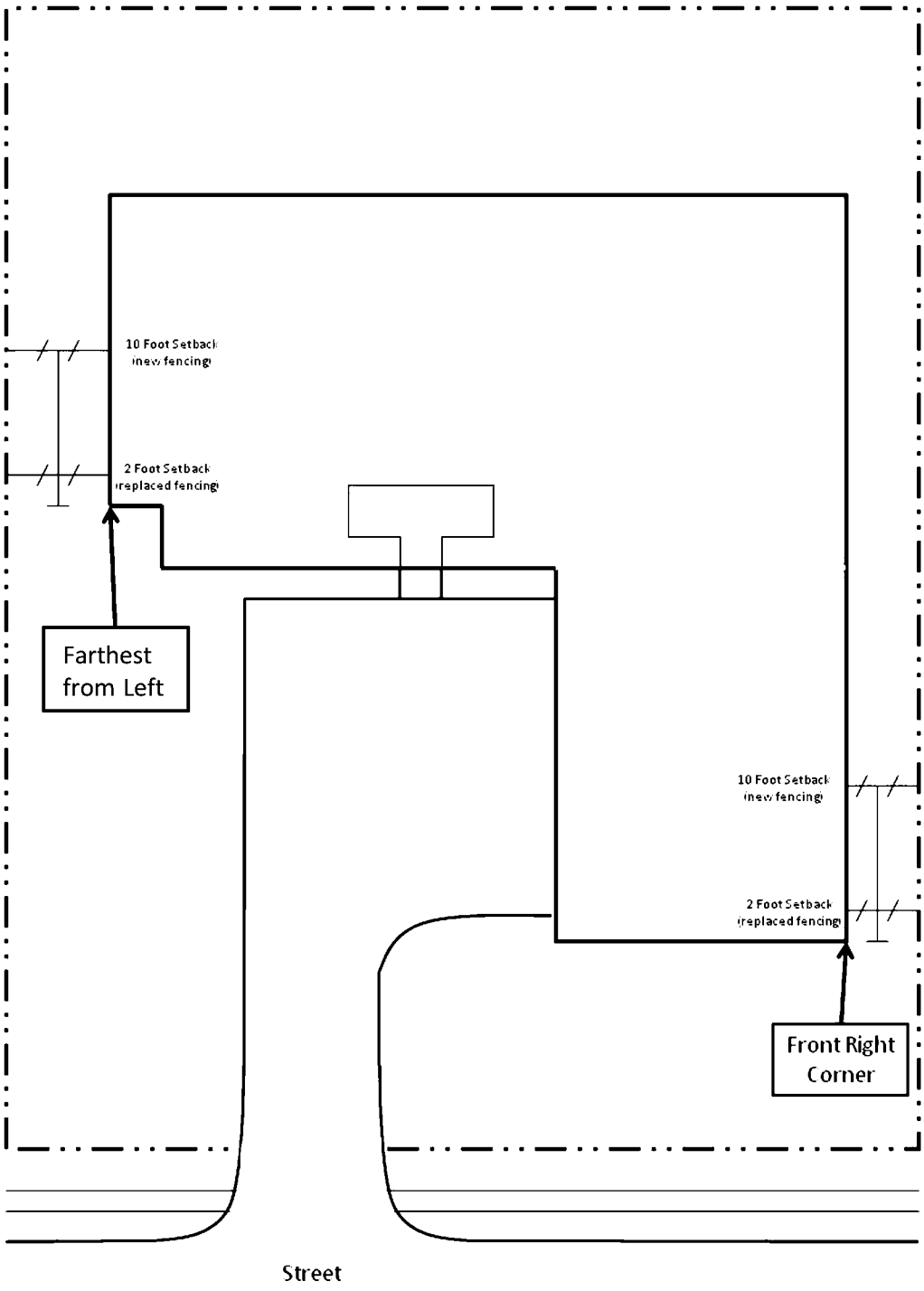
5. **Fences at sloped areas shall be stepped a maximum of one (1) foot to be made level (page 37) and not be sloped to follow grade.**

6. **Fencing installed along property lines where retaining walls exist shall be located on the high side of the wall.**

7. **All fencing must be set back a minimum distance of ten (10) feet from the left and right-side front corner (i.e. farthest back front façade) of the dwelling unless the service area guidelines are more restrictive. Any replacement fencing which was originally located forward of the 10 ft. setback may be replaced only in its original location or further back and must be setback at least 2 ft. from the front right and left corner of the dwelling. Reference Example "A" below.**

8. **Fencing may not be placed within three (3) feet of the neighbor's air conditioning unit.**

9. **No front yard fencing is allowed.**


10 Foot Setback
(new fencing)
2 Foot Setback
(replaced fencing)
Farthest
from Left
10 Foot Setback
(new fencing)
2 Foot Setback
(replaced fencing)
Front Right
Corner
Street

Example A

D. Materials

1. Depending upon proximity to the dwelling, it may be preferable for the fence, in terms of appearance, to be an architectural extension of the dwelling. The fence shall have sufficient strength to assure that it remains plumb and true to its original alignment. The fence shall be sufficiently durable so as to be resistant to decay and deterioration due to insects and the elements.

2. Required Materials

   a. Wood (1" x 4" or 1" x 6" pickets to meet standard design(s) of board on board or board beside board).
   b. Metal Posts- Mandatory.

3. Unacceptable Materials (not all inclusive)

   a. Lattice panels
   b. Chain link
   c. Wire, wire mesh (exception when used as dog bars along the bottom of the fence) or wire-bound pickets
   d. Sheet or expanded metal and stamped metal posts
   e. Plastic or fiberglass (corrugated, flat, or woven)
   f. Rope, bamboo, or reed.
   g. Solid landscaping being used as a substitute for a perimeter or a return fence.

E. Color and Finish

When replacing or repairing wooden fences, all pickets are required to be treated through staining. All treated fences must be properly maintained to create a uniform appearance. Any finish requires approval and must be of muted earth tones in semi-transparent stain (tans, browns, or grays). Any repairs made to a treated fence shall result with the entire fence blending in appearance. Metal must be properly prepared, primed, and painted flat black. Extension of existing Common Area fences must be stained the same color as the existing Common Area fence.

F. SPECIAL RESTRICTION- The Settlement- All fences must be constructed from wrought iron or a living screen (landscaping) or a combination thereof. No wooden fences are permitted.

ADDITIONAL CRITERIA

A. Easements: If easements occur within a property, it is to be maintained by the property owner. Fence construction within any easement is at the risk of the homeowner. Fences shall not obstruct lot drainage easements.

B. Swimming Pools, Spas, Hot Tubs: Fencing requirements of the City shall also be incorporated.

C. Tree Preservation: Fence lines shall adjust to existing trees or stands of trees by weaving among, jogging around, or abutting to the tree. A fence may not be attached to a tree. Fences shall not encroach beyond the property line to encompass a tree.

D. Fence Repair

Minor fence repair may be completed without prior approval provided all work falls within the current guidelines listed. Fence repairs in which more than eight (8) feet of fencing is replaced shall be considered a replacement and an approved application is required prior to the work.

E. Fence Replacement

Replacement fences must meet all current fencing types and guidelines. When a cedar or redwood fence needs to be replaced the pickets shall face the same way as originally installed.

In accordance with Chapter 7.5 of the Amended and Restated Community Charter for Craig Ranch, "(a) Each wall [or] fence… built as part of the original construction to serves and/or separate two adjoining Parcels shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who use the party structure."

F. All dog bars and fine black mesh must be submitted when installed in the bottom 24 inches of the fence. Refer to page 48.

G. Once a perimeter fence is placed on the lot, it may not be permanently removed.

H. Homeowner fencing shall not utilize poles or any portion of Common Area fencing.

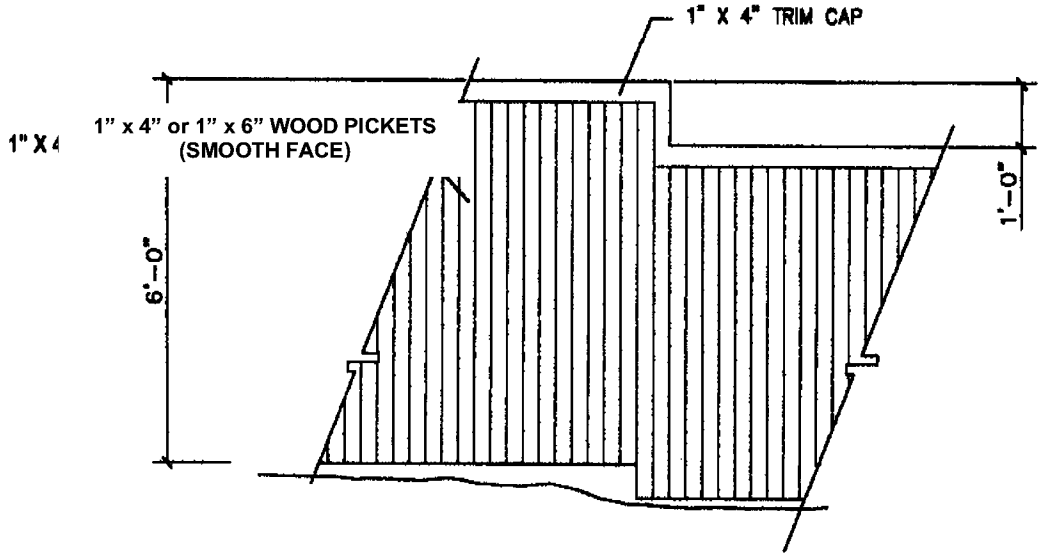
I. Handrails on walkways will be considered on a case-by-case basis and must be constructed of wrought iron.

SUBMITTAL REQUIREMENTS

- Property survey (usually found in Closing Documents) highlighting/indicating existing structures, proposed fence location, type of materials, finish stain or color, and height.
- City permit required for all fence line location changes.
- If there are questions with the interpretation of the above guidelines, please contact the Association office.
- Neighbor Comment Form will be required for height changes to, color changes to, and replacement of "party fences" which are shared responsibility in accordance with Chapter 7.5 of the Amended and Restated Community Charter for Craig Ranch.

TYPICAL FENCE AT SLOPE – EXTERIOR VIEW

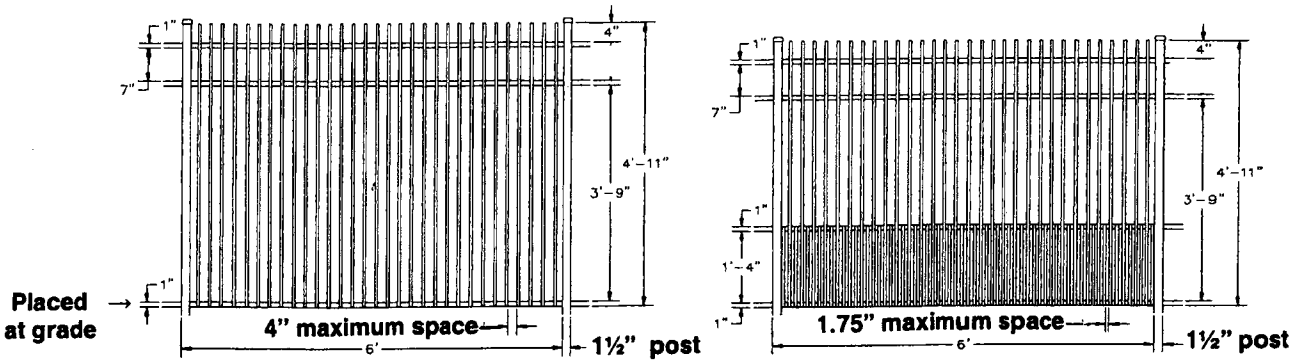
REQUIRED INTERIOR PROPERTY LINE PRIVACY FENCE – PLAN VIEW



TYPICAL FENCE AT SLOPE - EXTERIOR VIEW

FENCING- IRON (RESIDENTIAL)

WROUGHT IRON FENCING



Metal Fence: Elevation Metal Fence including dog bars in the bottom 18-24 inches of the fence.

- Metal, wrought iron, and aluminum fencing will have a minimum allowable height of four feet (4') and a maximum allowable height of six feet (6').
- Must be painted black.
- Metal pickets must be a maximum of four inches (4") on center.
- No decorative elements, other than spear tops, are permitted.
- If metal fencing is used to enclose a pool, all applicable City laws must be followed.
- Screening for privacy along open metal fences must be made of approved live landscaping or approved screening material.

WROUGHT IRON FENCE SCREENING

The following guidelines apply to all CRCA communities:

- Attaching live or artificial vines, ivy/plants, burlap, bamboo, or other such material directly on the wrought iron fence is strictly prohibited.
- Screening may not obstruct fence gates in a manner which inhibits the gate's intended operational use.
- Screening materials are not permitted for use on front porches or balconies.
- Corner lots may not utilize or attach any screening material on wrought iron fences. Privacy can be achieved by planting approved live trees, shrubs, or plants on the interior side of the fence. Additional design guidelines, specific to an individual neighborhood, may be applicable and can be found in that service area's Supplemental Declaration of Covenants, Conditions and Restrictions or similar documents.

- **Wrought Iron fencing along alleyways & roadways, utilizing approved trees, shrubs, or plants as screening may not interfere or obstruct visual sight lines of the right-of-way. The use of vegetation for screening in these locations must comply with all government ordinances and requirements. Resident applicant is solely responsible for reviewing such ordinances and any applicable government requirements to ensure any plant or screening does not obstruct visual sight line of right-of-way or otherwise. All owners are strongly encouraged to check with the City of McKinney and any other applicable government agency for further information.**

- **To enclose the gap between the base of the wrought iron fence and ground for the purpose of keeping animals in or out of a yard, garden edging may be utilized. Edging (puppy bars) must be a black powder coated galvanized steel, only straight vertical bars going the same direction as the bars on the wrought iron fence (decorative scroll designs are not permitted), and maximum height of 18 inches. Placement must be on the interior of the fence, close together with no gaps so it appears as one continuous line as illustrated in Wrought Iron Fence Screening Exhibit A attached hereto.**

- **To enclose the gaps in the wrought iron fencing for the purpose of keeping animals in or out of a yard, mesh can be used provided it meets to requirements below:**

    - **Mesh must be black, powder-coated metal.**
    - **Must be manufactured to not exceed 24" (inches) in height. (DIY cutting of mesh material is not permitted.)**
    - **Must be pulled taught and align with the wrought iron fence.**
        - **Approved mesh will not hang below the bottom of the fence line.**
    - **Black Zip Ties should be used to attach to fence and the tails cut once attached.**

- **Damage that may occur to wrought iron fences as result of adding additional screening, is the owner's responsibility to repair.**

Additional Screening Criteria:

Owners are responsible for ensuring screening criteria for their individual community are met. By way of example, the following additional screening criteria applies to each of the respective CRCA communities identified below, in addition to the General Guidelines set forth above. To the extend any of the criteria set forth below is inconsistent or in conflict with the General Guidelines set forth above, these Additional Screening Criteria control:

Southern Hills, Estates, Settlement, Settlement Townhomes, Chateaus, Trails, Westminster and North

- **In these specific communities, wrought iron fences in public view <u>may only</u> use live shrubs/plants material for screening. Live shrubs/plants must be planted in the ground on the interior side of the fence. Plant material must be well maintained and not protrude onto neighboring properties nor impair the use of sidewalks or public rights-of-way. If planting near sidewalk vegetation must be trimmed to allow 4 ft. clearance between edge of shrub and sidewalk/ right-of-way.**
- **Homes with wrought iron fencing along alleyways may only plant on the interior side of the fence and vegetation must be trimmed to allow 4 ft. clearance between edge of shrub right-of-way.**

- **The Trails Community permits wood fencing on a limited portion of the side yard courtyard. Criteria can be found in The Trails Supplemental Declaration of Covenants, Conditions and Restrictions, Appendix D17, section B2.**

Hemingway

- **Portions of fence in public view facing street/ alleyway must remain unaltered. Only live plants are permitted as natural screening. Plants used as screening are only permitted on the interior side of wrought iron fence.**
- **Fences that run parallel to the length of the building located between two building structures may use one of the two approved privacy screens: black vinyl lattice work. as illustrated in Wrought Iron Fence Screening Exhibit B attached hereto or fiber fencing panels, as illustrated in Wrought Iron Fence Screening Exhibit C attached hereto, in either beige or black in color. Fiber fencing is commercial grade mesh fabric panels with finished edges and grommets. Material is to be fade resistant.**
- **Screening materials cannot exceed the height or width of the rails of fence posts of the existing wrought iron fence. Screening materials must be customized for fit the full width and length of the fence. Screening material may only be placed on the interior side of the existing fence. Screening materials must be properly secured to existing fence with black zip ties, in a tight fashion so no ripples or visual gaps appear.**
- **Owner is responsible for maintenance and replacement of material when it becomes faded, damaged, warped, or ripped.**

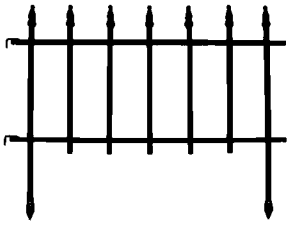
Spicewood

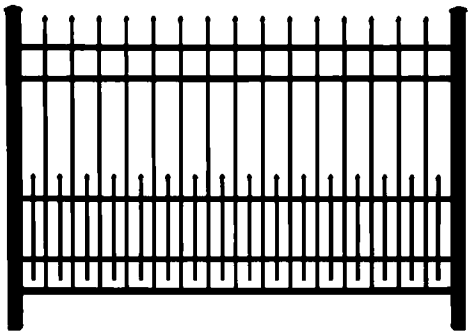
- **Only black vinyl lattice work, as illustrated at Wrought Iron Fence Screening Exhibit B attached hereto, is permitted for additional screening on wrought iron fences.**
- **Screening materials cannot exceed the height or width of the rails and posts of the existing wrought iron fence. Screening materials must be customized for fit the full width and length of the fence.**
- **Screening material may only be placed on the interior side of the existing fence. Materials must be properly secure to existing fence with black zip ties, in a tight fashion so no ripples or visual gaps appear.**
- **Owner is responsible for maintenance and replacement of material when it becomes faded, damaged, warped, or ripped. Should any additional screening be needed at the base of the fence to keep household pets in a yard an additional strip of black lattice work may be added in this location but must be attached in a manner that appears to one continuous panel of lattice work. Corner lots may only utilize live plants, shrubs, or trees on the interior of the fence for screening.**

SUBMITTAL REQUIREMENTS

- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating existing structures, proposed fence location, type of materials, finish stain or color, and height.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

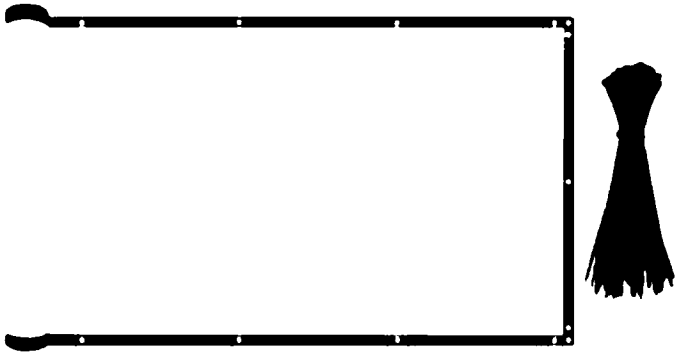
Wrought Iron Fence Screening Exhibit A

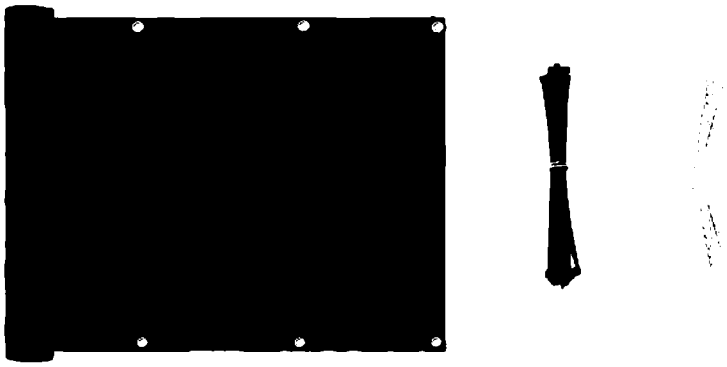




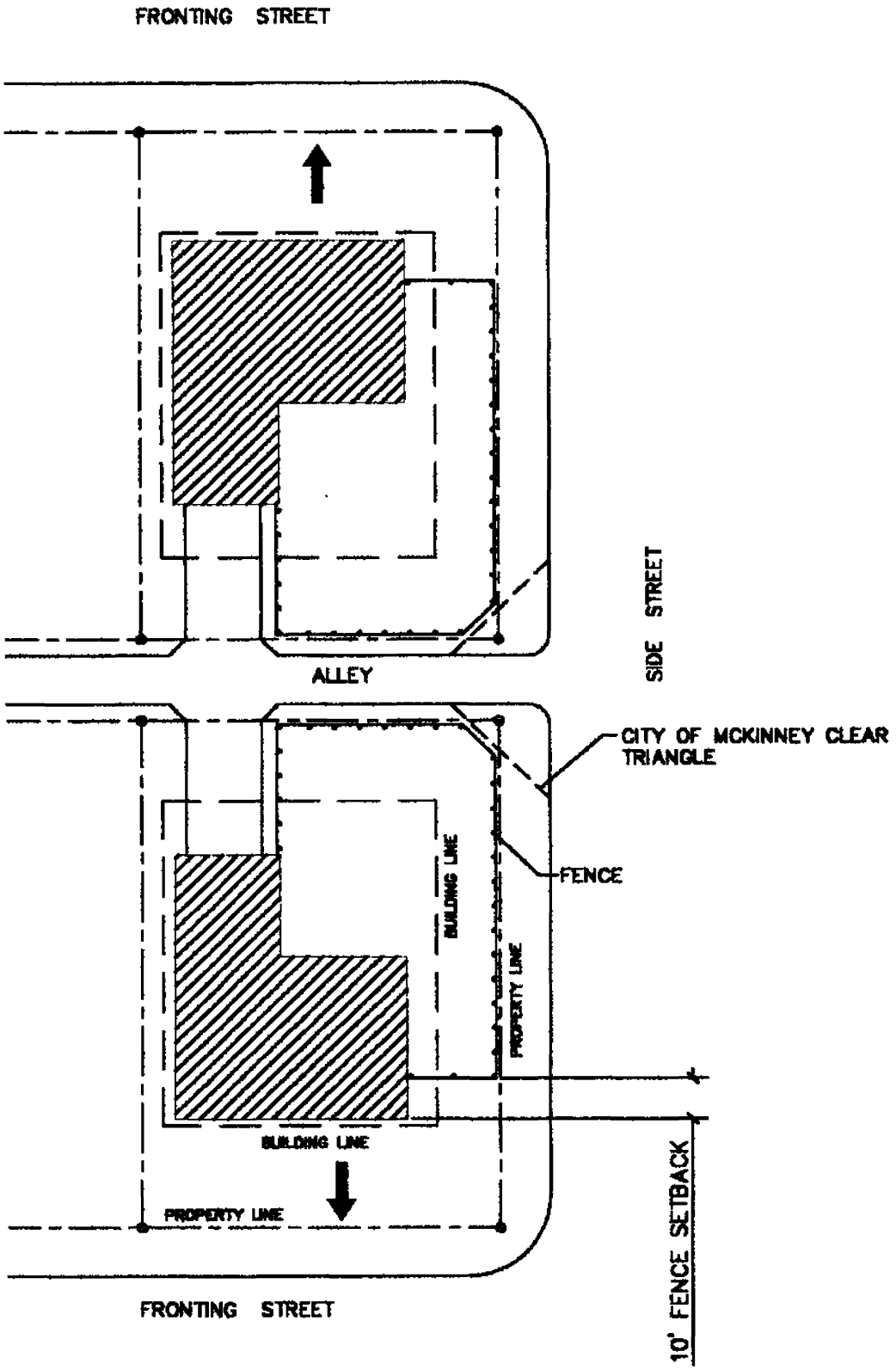
Wrought Iron Fence Screening Exhibit B (Hemingway and Spicewood)

Wrought Iron Fence Screening Exhibit C (Hemingway)



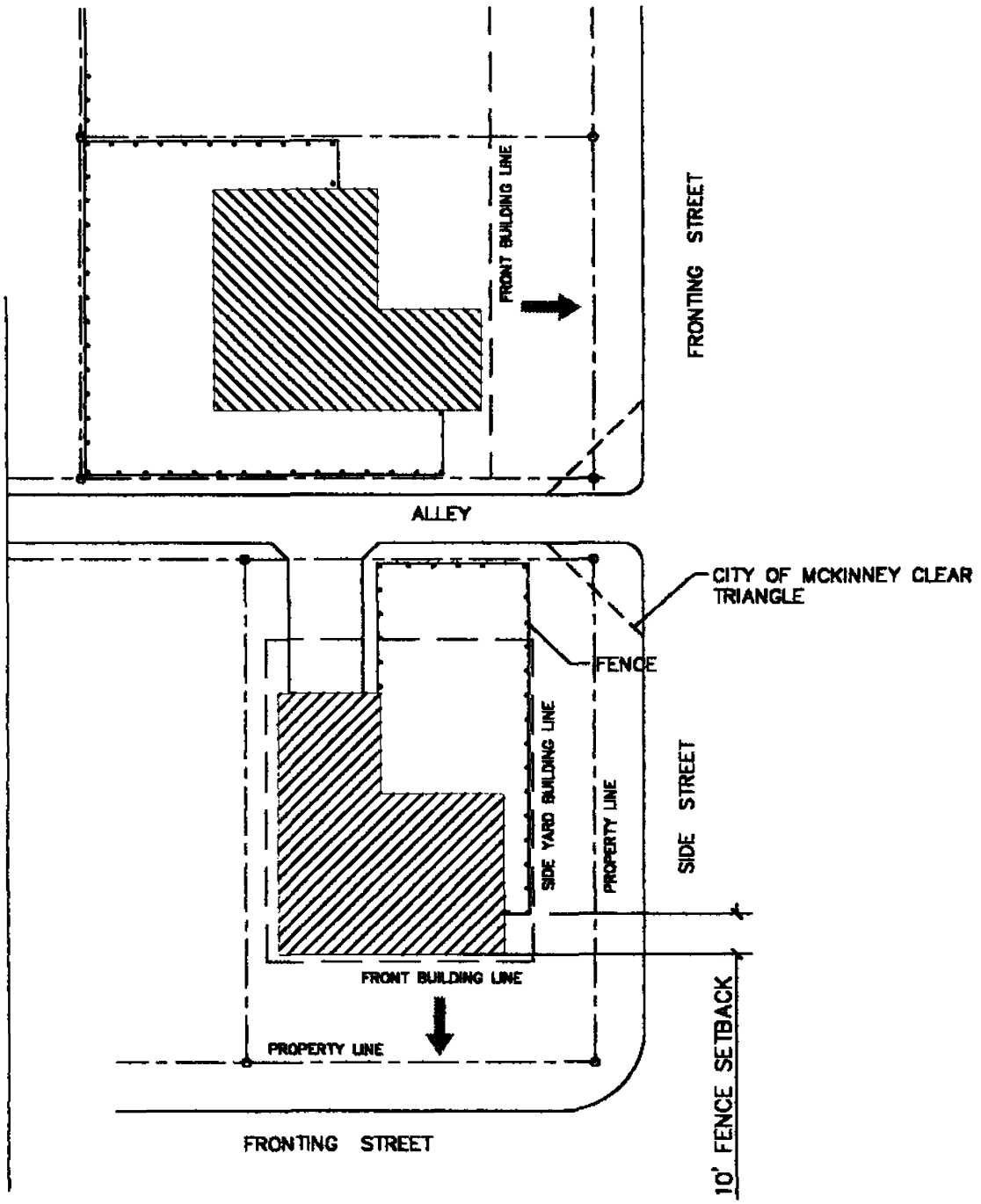


FENCE EXHIBIT B – page 1 of 4 pages



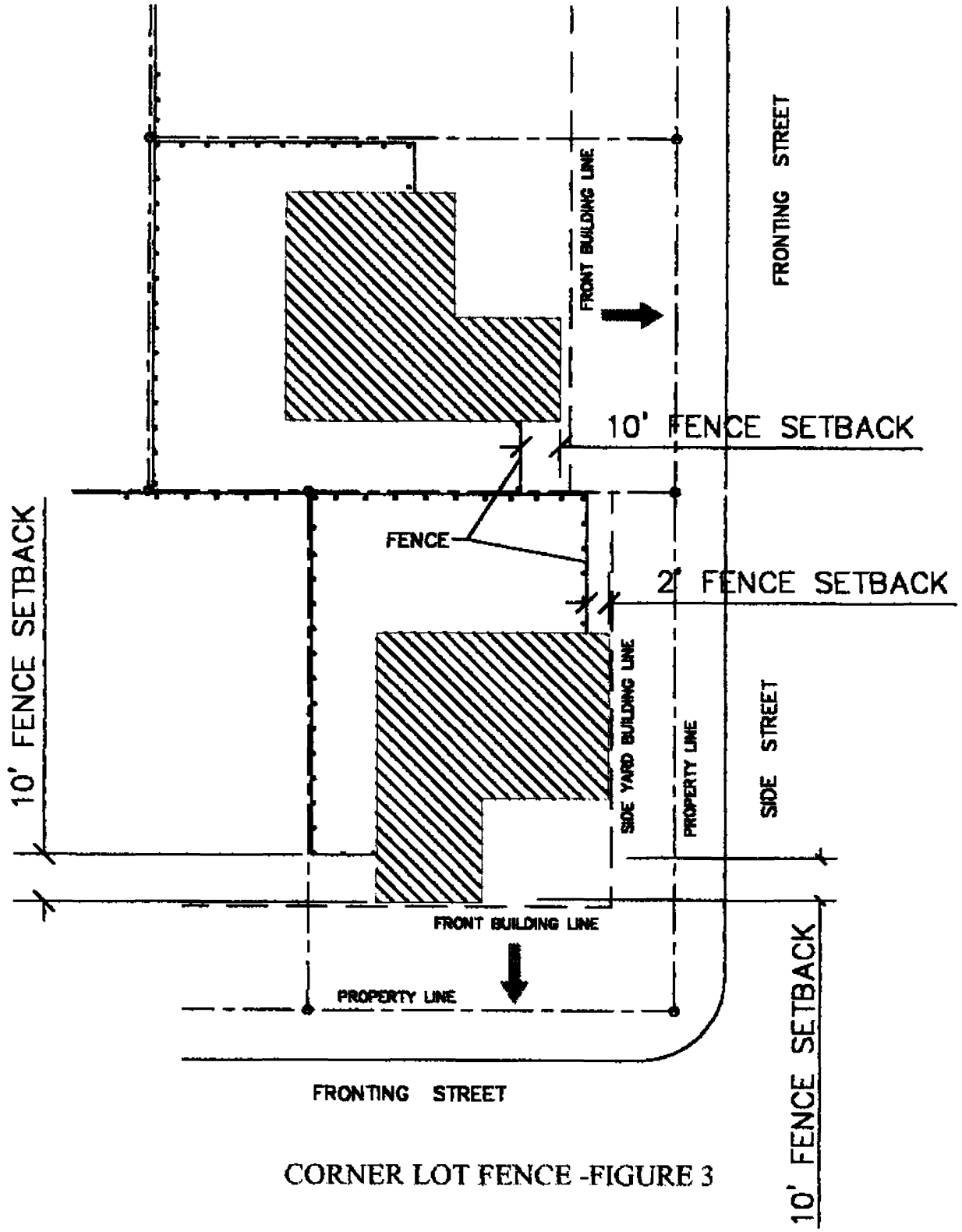
CORNER LOT FENCE -FIGURE 1

FENCE EXHIBIT B – continued page 2 of 4 pages.



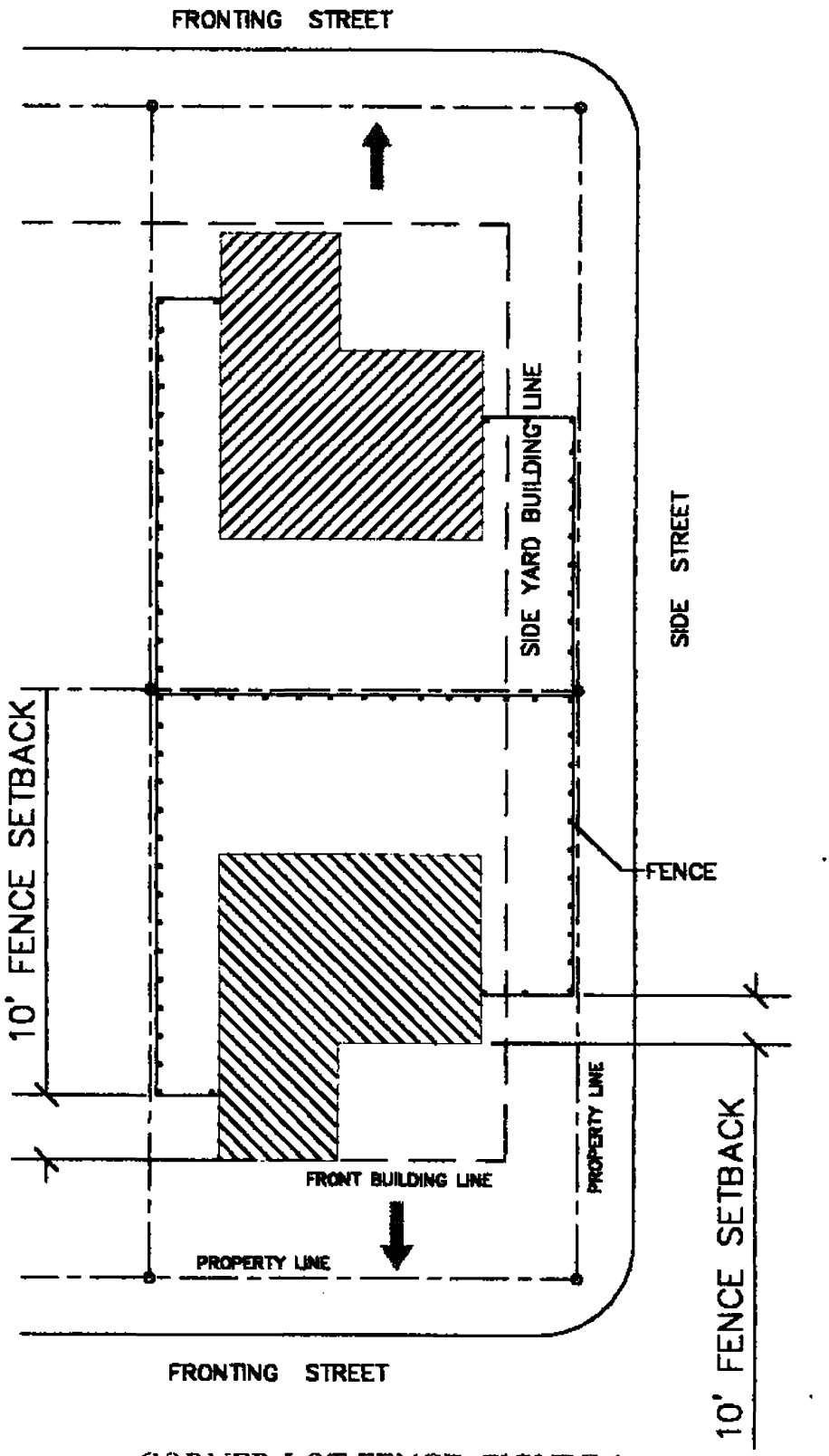
CORNER LOT FENCE -FIGURE 2

FENCE EXHIBIT B page 3 of 4 pages



CORNER LOT FENCE -FIGURE 3

FENCE EXHIBIT B page 4 of 4 pages



CORNER LOT FENCE -FIGURE 4

FLAGPOLES/FLAGS

A. An Owner or resident may display:
   1. The flag of the United States of America.
   2. The flag of the State of Texas.
   3. An official or replica flag of any branch of the United States armed forces which includes the Army, Marine Corps, Navy, Air Force, Space Force and Coast Guard. The Army National Guard and the Air National Guard are reserve components of their services and operate under the same authority.
   4. A sports team flag may be flown, but only during the season of play.
   5. College or university flag.
   6. Political flag, as long as it meets the flag size, as outlined below. Additionally, they can only be flown 90 days prior to an election and 10 days after the election day. Flag can be flown for one political party.

B. An Owner may only display a flag in A. above if such display meets the following criteria:
   1. A flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
   2. A flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
   3. A flagpole attached to a dwelling, or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
   4. A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag must be replaced or removed.
   6. Owners must maintain the flagpole in structurally safe conditions.

C. The Association hereby adopts the following additional restrictions on the display of flags on an
owner's lot:
   1. An owner may install one freestanding flagpole or two house-mounted flag poles (in accordance with D1 listed below). Freestanding flagpoles may display two flags from section A listed above.
   2. An owner may not install a flagpole which is greater than twenty-five feet (25') in height as measured from grade, and the pole location must be within 15 feet of the house.
   3. An owner may not install more than one in-ground flagpole on an owner's property. Only two flags per in-ground flagpole will be allowed.
   4. An owner may not install more than two permanent house mounted flagpoles on an owner's property. Only one flag per house mounted flagpole will be allowed.
   5. Any flag displayed must not be greater than 3' x 5' in size but must be in proportion to the height of the pole.
   6. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered, or "Quiet Halyard" flag snaps installed.
   7. An owner may install lights to illuminate a displayed flag. If the installed lighting is determined to be a nuisance to the neighbors due to light spillage or otherwise does not meet local or state guidelines the Association may require the lighting to be removed.
   8. Without prior approval from the Association an owner may not locate a displayed flag or flagpole on property that is:
      a) owned or maintained by the Association; or
      b) owned in common by the members of the Association.
   9. Any permanent flagpoles must be installed in concrete.

D. 1. House mounted flags shall be flown from a professionally designed permanent house mounting (3' x 5' flagpole kit with steel holder and brackets).

SUBMITTAL REQUIREMENTS

- **None required provided you comply with the above guidelines, unless you are submitting for a freestanding flagpole.**
- **Property survey (usually found in Closing Documents) highlighting/indicating freestanding flagpole location.**
- **The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).**
- **House mounted flags, tree mounted flags and mountings do not need approval if they meet the requirements in section D.1 above.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

FOUNTAINS/STATUARY/OUTDOOR FURNITURE/OUTDOOR ART/POTTED PLANTS

- **CRCA has the right to determine if any of the following items are excessive and not in keeping with a first-class community.**
- **Fountains, statuary, and outdoor art are normally limited in height to three (3) feet.**
- **Fountains may exceed three (3) feet in height only if the Committee determines that it blends into the architectural scale of the house and property.**
- **Shall be limited to a total of three (3) items of a fountain, statuary, furniture, or art if located in the front yard.**
- **One small decorative bench may be incorporated into the landscape, permitted on a case-by-case basis.**
- **All outdoor furniture must be located in the rear or side yard behind the perimeter fence.**
- **Free standing (not incorporated into landscaping) yard items are not permitted in the front yard.**
- **Outdoor furniture in front yard is limited to front porches and must be in the appropriate size and scale for porch. Porch furniture that is required to be hung from the roof is permitted.**
- **Swings are not permitted in front or side yard outside perimeter fence.**
- **Potted plants may be placed up on the porch, up against the house or garage, or within the landscaping beds. Potted plants are not an acceptable alternative to required plantings in landscape beds. Pots must be maintained with appropriate plant material; otherwise, they should be removed from public view.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines, unless you are submitting for a fountain or a decorative bench.**
- ❖ **Fountains over three (3) feet must submit a property survey (usually found in Closing Documents) highlighting/indicating proposed location, drawings or pictures, height, color, and material.**
- ❖ **Fountains three (3) feet and under are not required to submit provided you comply with the above guidelines; however, submittal is required if you are requesting more than two. A scaled site plan with location, drawings or pictures, height, color, etc. is required.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

GUTTERS/DOWNSPOUTS

- **Trim, gutters, and siding colors must complement the masonry color on the house. Color selections must fall within the same color palette: off-white, brown, beige, or gray and derivatives thereof with Light Reflective Value (LRV) range 20%-90%, All colors which do not fall within the palette must be submitted. Bright primary and secondary colors, black and white colors, and pastels are prohibited.**

- **Downspouts must be the same color as the gutter. On a case-by-case basis may match either the painted siding, or masonry.**

- **Downspouts must not direct water onto adjacent properties. Water from your property must "sheet flow" before it enters into the drainage easements. No piped drains are allowed to have an outlet which directs water to adjoining lots, open space, or golf course. The outlet for piped drainage shall terminate into the street gutter.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**

- ❖ **Sample of paint color, manufacturer, color specifications (color name and number), and Light Reflective Value (LRV) number.**

- ❖ **Photo of existing house showing current paint/stain, brick, stone, or stucco color.**

- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

HOLIDAY DECORATIONS/SPECIAL OCCASIONS

- **Christmas/Winter Holiday Season- Lights on house, entry ways, landscaping may be lit on November 1st and all other decorations (wreaths, snowman, candy canes, decorative trees, etc.) may be installed on November 1st and must be removed by January 5th.**
- **Halloween decorations are permitted on October 1st and must be removed by November 10th.**
- **All Other Holidays including but not limited to Easter, Fourth of July, Thanksgiving, Hanukkah, Valentine's Day, and St. Patrick's Day- Decorations may be installed 14 days before and must be removed 10 days after.**
- **All holiday décor should be tasteful and not excessive.**
- **Spotlights must be directed in such a way that prevents light spillage to adjacent properties, homes, or streets.**
- **Birth and Graduation Announcements may be placed in the yard for 1 week following birth.**
- **Birthday decorations may be placed on the exterior on the birthday as well as the day of and 1 day following the birthday celebration.**

SUBMITTAL REQUIREMENTS

- **None required provided you comply with the above guidelines.**

HOT TUBS AND SPAS

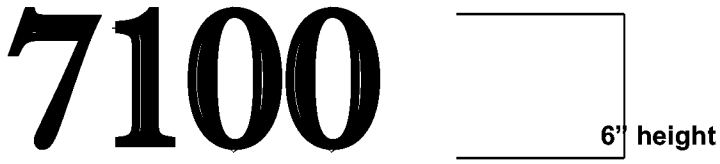
- **May be in ground or self-contained above ground models.**
- **Hot tubs and spas shall not protrude more than 42" above grade.**
- **Hot tubs and spas shall not exceed 100 sq. feet in size.**
- **Concentrated drainage (i.e., pipes) to the golf course, common areas, or neighboring properties is not allowed.**
- **Above ground spas and hot tubs are limited to side or rear yards only and must be located behind the perimeter fencing of the lot and screened from public view.**
- **Only one spa or hot tub is allowed per lot.**
- **Homeowners should consult the City of McKinney for fencing requirements around hot tubs and spas. Submittal required for any fencing to be installed.**
- **All hot tub/spa equipment must be fully screened on all sides with live screening or an approved privacy fence.**
- **Spas and hot tubs shall maintain a five (5) foot side yard setback and a five (5) foot rear yard setback unless adjacent to a golf course, water body, open space, or Common Area and then a ten (10) foot setback is required or as required by the subdivision guidelines. Spas and hot tubs may not be located within any drainage, utility, or maintenance easement.**

SUBMITTAL REQUIREMENTS

- ❖ **A catalogue clipping, photograph, description, color, material, and dimensions of the improvements.**
- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the equipment, existing structures, and property.**
- ❖ **Detailed drainage plan including overflow or pipe drainage and termination point.**
- ❖ **Photo of proposed location.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

HOUSE NUMBERS

- **House numbers shall be located on the residence.**
- **House numbers shall be wood, metal, ceramic, or stone.**
- **Must be permanently attached with nails or screws. Glue type adhesive is not permitted.**
- **Maximum size shall be six (6) inches in height.**
- **Wood numbers may be painted black, white, or the color of the house trim. Fluorescent or brightly colored numbers are not allowed.**
- **House numbers must be visible from the street and cannot be obstructed by shrubs, trees, etc.**



SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

LANDSCAPING

Landscaping must relate to the existing terrain and natural features of the lot, utilizing plant materials native or those commonly found and successfully grown in the North Texas area. No plants with sharp spines or high toxicity are allowed. Examples of those plants are Oleander Century plant, Prickly Pear, Spanish dagger, and Castor bean. Bamboo or any other invasive planting are prohibited. Artificial materials for trees, plants, flowers, and shrubbery are not permitted.

- **All improved landscaped areas shall have an appropriately designed automatic irrigation system.**
- **Landscape improvements shall not impact the function of any drainage easement.**
- **Landscaping shall not impede sight lines needed for safe vehicular traffic movement.**
- **Refer to your Service Area guidelines for the minimum requirement.**
- **Each lot is required to install and maintain caliper trees, foundation shrubs, and/or ornamental trees based on their Service Area guidelines.**
- **Yards visible to the public shall be solid sod if not in planting beds.**
- **All Xeriscaping plans must be submitted for approval.**

Trees

1. **Tree Poles/Straps are meant to help support newly planted trees while the root system has an opportunity to establish itself. When the roots have developed enough to support the tree independently (usually one year), the poles/straps must be removed.**

2. **There shall be a minimum of two (2) yard trees from the approved tree list located at each property.**

3. **Removal of any required caliper tree shall have prior written approval by the Reviewing Body. If a tree is removed without the written approval of the Reviewing Body, the homeowner will be required to "replace" the tree with one of like size and quality at the homeowner's expense. (The Reviewing Body will decide what is "like size" and quality). All required landscape per the Association guidelines must be maintained and replaced when needed using the highly recommended or acceptable (when denoted) plant material of the appropriate palette.**

4. **Minimum tree size requirement for parkway trees is caliper size 3 ½" OR 65 gallons for all communities in Craig Ranch and all Service Areas. (Caliper is the diameter of the tree trunk and is measured 4-5 feet from ground level.)**

5. **Minimum tree size requirement for yard trees is caliper size 2 ½" OR 40 gallons for all communities in Craig Ranch and all Service Areas. (Caliper is the diameter of the tree trunk and is measured 4-5 feet from ground level.)**

Landscaping Beds

- **Plant Bed Design: Shrubs and ground cover shall be grouped in masses in formal rows/curves or in-formal beds. Wide spacing of a variety of plants in "polka dot" fashion is not permitted.**
- **Bedding Material: There are two approved categories of bedding material. The first is plant material or mulch such as natural pine straw, chopped or shredded cypress, hardwood mulch and pine bark in a color that complements the property. The second category is stone such as lava rock, crushed natural granite, river rock (size must be maximum of 4 inches and minimum of 1 inch and color must be gray, brown, cream, beige, or tan) and earth tone gravel (brown or tan). White landscaping rocks are prohibited.**
- **Plants in the beds must be a minimum of (5) five gallon in size. Larger plants may be required when replacing older, taller, mature plants.**
- **One row of evergreen foundation shrubs must be planted, should be a minimum height of eighteen inches (18"), and should provide a continuous line of coverage.**
- **Groundcover or border plants shall be one (1) gallon containers, planted twelve inches (12") on center or split and planted six inches (6") on center depending on the species.**
- **Plant material in landscaping beds should be evergreen.**
- **Shrubs in front beds must be maintained 4 feet or lower. Hedgerow shrubs in the front beds must be maintained 4 feet or lower.**
- **Landscape Bed Edging/Borders: Edging around planting beds is encouraged for maintenance purposes and to help define the shape of the beds but is not required.**
    1. **Natural border plants, such as monkey grass, liriope or jasmine, are strongly encouraged.**
    2. **Acceptable edging materials include steel/metal, stone or brick.**
    3. **Acceptable steel/metal colors are green, bronze, and black- silver is not permitted.**
    4. **Steel/metal edging not to exceed 1 inch above adjacent turf height. (Does not require an ACC submittal.)**
    5. **Stone may be laid flat as accent material.**
    6. **Stone should be cut in uniform, rectangular shapes and color should complement the house.**
    7. **House bricks are an inappropriate material and cannot be used for landscape borders.**
    8. **In no instance shall any holes in the brick be visible to the public.**
    9. **Landscaping bricks/stones shall complement the house brick/stone and it is recommended that the bricks not be laid loose but be set securely into the ground either horizontally or vertically.**

10. **Colored brick or concrete scalloped borders shall be securely set into the ground.**
11. **Two or more layers of stone/brick should be mortared together. (Mortared together landscaping materials should be on level concrete foundation.)**
12. **Colored or poured reinforced concrete border/curbs are acceptable but must complement the exterior color scheme of the residence.**
13. **Natural stone boulders are set in a single layer pattern. The boulders' edging shall not exceed 12 inches in height at the top of the grade and may increase in height as necessary throughout the grade to provide a uniform level appearance. Color shades of dark brown, rust or moss boulders are acceptable.**
14. **Black plastic or rubber edging material is not allowed.**
15. **All edging material must be maintained.**

** The Reviewing Body is authorized to grant variances for replacement of Large Canopy Trees, in all Service Areas, with one of these Small Canopy Trees when the Committee feels that the size of the front yard is not large enough to facilitate replacement with a Large Canopy Tree. The Reviewing Body is authorized to grant a variance on the number of required trees, when the Committee feels that the lot is not large enough to accommodate the required number and type of trees.

SUBMITTAL REQUIREMENTS

- **Property survey (usually found in Closing Documents) highlighting/indicating the location of the landscaping changes/additions to be made.**

  -Property survey is NOT required for changes to the front landscaping bed Only, but a current photo is required with marked indication of changes to the front bed.

- **Description and pictures of materials to be used.**

- **Current picture of area being modified.**

- **Sample picture/diagram of what completed project will emulate (landscaping borders, landscaping bed plant material changes, etc.)**

- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

Landscape Palette

SHADE TREES- Some suggested, pre-approved shade trees are as follows:

Ash	**Bald Cypress**
Cedar Elm	**Chinese Pistache**
Live Oak	**Japanese Oak**
Maple	**Mexican Sycamore**
Oak	**Red Cedar**
Red Oak	**Silver Maple**

***Fruit trees in public view are prohibited.**

ORNAMENTAL TREES- Some suggested, pre-approved ornamental trees are as follows:

Coral Bark Maple	**Crape Myrtle**
Dahoon Holly	**Desert Willow**
Eve's Necklace	**Foster Holly**
Golden Rain Tree	**Japanese Maple**
Magnolia	**Redbud**
Rusty Blackhaw Viburnum	**Savannah Holly**
Texas Mountain Laurel	**Vitex**
Wax Myrtle	

SHRUBS- Some suggested, pre-approved shrubs are as follows:

Azaleas	**Boxwood**
Burford Holly	**Dwarf Burford Holly**
Dwarf Chinese Holly	**Dwarf Yaupon Holly**
Elaeagnus	**Junipers**
Nandina	**Nellie R. Stevens Holly**
Sunshine Ligustrum	**Waxleaf Ligustrum**
Wilson Holly	

TURF GRASSES-

- **St. Augustine**
- **Bermuda**
- **Zoysia (performs better in low-sunlight areas)**

LIGHTING (Exterior)

- **All exterior lighting must be installed in a way to Minimize the amount of spill light that shines on adjacent properties, homes, or streets. Lighting fixtures must be adjusted so that they illuminate only the owner's property or house.**

- **Acceptable Types of Outdoor Lighting**

    - **High-pressure sodium fixtures, not to exceed 75 watts.**
    - **Incandescent floodlights, not to exceed 150 watts.**
    - **Gas lights.**
    - **Low voltage landscape lighting.**
    - **Florescent lights with wattage not to exceed 150 watts.**

- **Location**
    - **Lights installed on the first story of the property should be of low enough intensity to prevent light spillage.**
    - **Lights mounted above the garage should not be used to illuminate the entire driveway.**
    - **All outdoor lights must be installed on the body of the house or garage. The only exception is low voltage landscape lights and lampposts located in the front yard (see below).**

- **Lighting installed to delineate the perimeter of one's lot is prohibited.**

- **Low Voltage Landscape Lighting**

    - **May be located at ground level on the lawn or in flowerbeds.**
    - **Landscape lighting should not be used to outline driveways or sidewalks in such a way as to resemble "Christmas Lighting".**
    - **Landscape lights visible to the street much be white.**
    - **Landscape lights along a front walkway may be permitted upon review (such as when the walkway is a step-up design).**

- **Additional security, accent or other lighting will be reviewed on a case-by-case basis.**

Permanent Lighting- Lighting installed under the eaves of your home, out of public view.

- **Non- Holiday:**
    - **Lights must be white only; colored lights are not permitted for any time other than Halloween and the Christmas/Winter holiday season (see below for more details).**
    - **White lights must be programmed to have 3 feet of Unlit space between the lights that are lit to manage the level of brightness.**
    - **For 2-story homes, only one level of lights should be used during non-holiday periods.**
    - **Lights along the side of the home must remain Unlit unless the ACC submission includes approval letters from neighbors on both sides of the home. (This is designed to prevent light spillage which may be a nuisance to neighbors.)**
- **Holiday:**
    - **Halloween and Christmas/Winter Holidays are the 2 times of year where colored/multi-colored lights are permitted and there is not a "spacing" requirement in between each of the active lights.**

- **The timeline for which colored, full lighting is permitted must meet the guidelines and restrictions outlined in the Craig Ranch Governing Documents. (For example, during the Christmas/Winter Holidays, the permitted dates are November 1st through January 5th and for Halloween, the permitted dates are October 1st through November 10th.)**

SUBMITTAL REQUIREMENTS

- **None required provided you comply with the above guidelines, unless you are submitting for additional security, accent, and other lighting.**
- **PERMANENT LIGHTING MUST BE SUBMITTED FOR AND APPROVED.**
- **Neighbor Comment Form may be required.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

MAILBOXES

- **Mailboxes requiring replacement should be like-for-like with existing mailbox.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

OUTDOOR FIREPLACES / FIRE-PITS / OUTDOOR KITCHEN AREAS

- **Must be finished with masonry that blends with that on the house. Brick shall match the house brick blend. Stone should complement the existing colors on the property.**
- **Shall be located in rear yard locations only behind the perimeter fencing for the lot.**
- **Shall not be located closer than five (5) feet to any property line.**
- **When located adjacent to a Common Area shall maintain the ten (10) feet side yard and ten (10) feet rear yard setback.**
- **May not encroach on any easements or alter the surface drainage on the lot.**
- **Outdoor Fireplaces shall be in scale with and integrated into the design of the house structure, deck and/or landscape areas and shall be sited in consideration of neighboring properties. Height of the total structure shall not exceed thirteen (13) feet. Height may be higher on a case-by-case basis to meet city building requirements.**

SUBMITTAL REQUIREMENTS

- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the outdoor fireplace, fire-pit or outdoor kitchen and the distance to the property lines.**
- ❖ **City permit(s) required.**
- ❖ **Description of materials and dimensions of the structure with drawing.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

PAINTED BRICK

- **Colors are limited to neutral muted earth tones, shades of off-white, tan and gray. Bright primary, pastel, bright white dark grays, and black are not allowed. Colors must fall within the LRV range (30%-68% Light Reflective Value)**
- **Painting of brick must be in accordance with the selected painting manufacturer's specifications, which typically include surface preparation and primer requirements.**
- **Painted brick must be properly maintained, and homeowners should expect to repaint every 3-5 years.**
- **The selected paint should be porous to allow the substrate to breathe (i.e., allow entrapped moisture to escape). Nonpermeable paints are not allowed.**
- **Trim, siding, gutters, downspouts, etc. must be painted to coordinate with the overall color palette of the home. (LRV 20% - 90%) Color sample with LRV number required.**
- **Painting of stone is not permitted.**
- **Limewashing of stone or brick is permitted and must be submitted for approval.**
- **Painting of brick or limewashing of stone/brick must be completed by a professional.**

SUBMITTAL REQUIREMENTS

- ❖ **Sample of paint color, manufacturer, color specifications (color name and number), and Light Reflective Value (LRV) number.**
- ❖ **Photos of each elevation of the house.**
- ❖ **Photos of the two houses to the left, two houses to the right, and the house across the street from the home.**
- ❖ **Documentation of the process in which the painting will be completed, and the contractor contact information.**
- ❖ **Additional information may be requested by the Modifications Committee.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

PLAY EQUIPMENT/TRAMPOLINES/SWINGS/PLAYHOUSES

- **Play equipment structures shall not be taller than thirteen (13') feet.**
- **Play equipment structures and playhouses are allowed only in side and rear yards and must maintain a six (6') foot setback from the rear property line and a twelve (12') foot set back from side property lines.**
- **Wood play structures must be of redwood, cedar, pressure treated pine, or treated hardwood and must be assembled and maintained. Plastic or resin play structures in earth tones colors are permitted.**
- **Rigid roofs should match the shape, slope, and materials of the house or garage.**
- **Tarp roofs, awnings, or covers must be beige, brown, dark green, or dark blue. Striped and multi-colored tarps are not permitted. Tarps must be replaced if torn or discolored.**
- **Trampolines with Safety Nets must maintain a ten (10) foot setback from any property line, must be anchored in place, and must be screened from public view. Trampolines without Safety Nets, and which are below fence level or hedgerow, do not require submittals.**
- **Swings are allowed only in the side and rear yards behind the perimeter fencing for the property.**
- **Tree playhouses are not permitted.**
- **No electrical, plumbing or air conditioning may be installed in the interior or exterior of the playhouse.**
- **Playhouses must be of wood, plastic, or resin construction. (Plastic playhouses without foundations are considered toys, i.e., "Lil Tikes").**
- **Playhouses must be painted to match or complement the house. Playhouse roofing shall match or complement that of the house.**
- **Only one playhouse is allowed per lot. Playhouses shall be no taller than nine (9) feet at its tallest point and shall not exceed 75 square feet.**

SUBMITTAL REQUIREMENTS

- ❖ **A description of the play equipment with its dimensions and colors (photographs where available). No submittal for a trampoline is required if the guidelines are met.**
- ❖ **If playhouse/play structure height exceeds the fence height, Neighbor Acknowledgement Form is required.**
- ❖ **Property survey (usually found in Closing Documents) highlighting/indicating the location of the play equipment, adjacent buildings, and property lines.**
- ❖ **Special pine play equipment must be shown to have at least a 15-year warranty and stained cedar. The manufacturer's name must be stated, and a brochure supplied. Each application will be reviewed on a case-by-case basis.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

POOLS/POOL EQUIPMENT/PONDS

- **All swimming pools, ponds and associated decks shall be located in the side and rear yards. They may not be located in easements or within five (5) feet of any property line as measured from the edge of decking and outside face of the pool grade beam.**

- **Pools must be screened from public view. For properties with wrought iron fencing, live landscaping must be used for screening purposes.**

- **Pool/pond equipment must be fully screened on all exposed sides with live landscaping or a privacy fence enclosure with a height minimum of four (4') feet and a maximum of six (6') feet. Pool equipment screening fence must be separate from the perimeter fencing of the lot and must match the existing fence in style and color. The equipment must be located adjacent to the house unless otherwise specifically approved by the Reviewing Body.**

- **Above ground pools are not allowed.**

- **Construction access must be across applicant's property and approved prior to commencement of any work. Excess soil must be removed to an approved waste disposal site.**

- **Pneumatic pool enclosures are not permitted.**

- **Pool/pond overflow/drainage may not be directed onto adjacent properties or any common area. Drainage plan must be submitted showing internal drainage or a system must be put in place that allows pool to drain out onto the street. Finished grades shall follow the City of McKinney approved grading plans.**

- **Pond pumps of the SILENT self-priming, sequence water garden type are permitted adjacent to the pond if the filter/pumping system is not visible. The pump and filter system must be confined in an area to monitor noise control and must be shielded from view with 5-gallon non-deciduous shrubs.**

- **Koi/nature ponds will be considered on a case-by-case basis and are limited to 100 square feet. One per lot.**

- **Common Area Access**
    - **If access through any landscape reserves, green belts, common areas, or golf course is necessary, written permission will have to be requested and *granted before approval can be given.***
    - **Application must show the location the Contractor will use for accessing the rear yard. Common Area access requests must be made in writing.**
    - **Upon approval, owners must sign an "Access Agreement" form stating they acknowledge any common area damage will have to be repaired by the homeowner to the satisfaction of the Association. If the homeowner does not make the needed repairs, or the repairs are not up to the expected standards, the Association will complete the necessary work and then charge the homeowner back at the Association's cost plus 20%.**
    - ***WHEN COMMON AREA ACCESS IS REQUESTED, A DEPOSIT OF $2,500.00 IS REQUIRED PRIOR TO APPROVAL.* The deposit will be held until a final site inspection is performed by the Association. Only if the access area is determined to be in a condition acceptable to the Association will the full deposit be refunded. This deposit does not absolved the owner from paying any and all costs above the $2,500.00 if the Association makes repairs to the common area.**

SUBMITTAL REQUIREMENTS

- **Property survey (usually found in Closing Documents) highlighting/indicating the proposed pool or pond, construction access, decking, fencing, existing structures, and property lines. (Show 5' RC easement.)**
- **Detailed drainage plan including overflow or pipe drainage and termination point.**
- **The location and description of all mechanical equipment, lighting, etc., and type of screening to be provided. Include rear elevation photo of house and photo of current fencing. Add drainage arrows in red showing drainage pattern on scaled site plan page.**
- **Construction plans drawn to scale, type of materials used for a pond, and a landscape plan.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

RAINWATER COLLECTION DEVICES

A. An Owner may not install a rain barrel or rainwater harvesting system if:
   a. such device is to be installed in or on property:
      i. owned by the Association.
      ii. owned in common by the members of the Association; or
      iii. located outside the fenced area of the owner's lot.
   b. the barrel or system:
      i. is of a color other than a color consistent with the color scheme of the owner's home.
      ii. displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

B. The Association may regulate the size, type, and screening of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another Lot, or a common area if:
   a) the restriction does not prohibit the economic installation of the device or
   b) appurtenance on the owner's property; and
   c) there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.

C. Plans and specifications must indicate the screening method and detail.

D. Maximum size of any single container should be limited to 50 gallons.

E. Collection device must be properly maintained in a sanitary, safe, and working condition. Discharge of collected rainwater must be within the boundaries of the owner's lot without detrimental effect on neighboring properties.

F. In order to enforce these regulations, an owner must receive written approval from the review committee prior to installing any rain barrel or rainwater harvesting system. The plans and specifications must show the proposed location, color, material, screening devices, size and type of such system or device (and all parts thereof). The plans must also identify whether the device or any part thereof will be visible from any street, other lot or common property or greenway frontage.

SUBMITTAL REQUIREMENTS

- Property survey (usually found in Closing Documents) highlighting/indicating the proposed location for rain barrel or rainwater harvesting system.

- Size, color, material, type of such system or device, and screening plan (if applicable) for the device.

- If there are questions with the interpretation of the above guidelines, please contact the Association office.

ROOFING MATERIALS

A. The Association may not prohibit or restrict an owner who is otherwise authorized to install shingles that:

- **Are designed primarily to:**

  a) be wind and hail resistant.
  b) provide heating and cooling efficiencies greater than those provided by customary composite shingles.
  c) provide solar generation capabilities; and

- **When installed:**

  a) resemble shingles used or otherwise authorized for use on property in the service area; in profile, color, etc.:

  b) are more durable than and are of equal or superior quality to the other shingles used or approved to be used on other property.

  c) match the aesthetics of the property surrounding the owner's property.

B. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee prior to installing any shingles. Accordingly, prior to installation, an owner must submit the manufacturer, color, and warranty of the shingle.

C. Any proposed composition roof materials must be a minimum of 25 year or 230# weight.

D. Roofing with primary, pastel, or white colors, or with a speckled appearance (high contrast roofs with a "checkerboard" appearance) will not be approved. All other roofing colors shall be approved on a case-by-case basis.

E. Whole solar roofs (i.e. Tesla roof) will be considered on a case-by-case basis.

F. SPECIAL RESTRICTION- The Settlement- No composition roof materials are permitted. Each roof shall be constructed from metal, slate, tile, or other material approved by the Design Review Committee.

SUBMITTAL REQUIREMENTS

- **Provide the manufacturer, color, and warranty of the shingle. Include front elevation photo of home.**

- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

SATELLITE DISHES

- **Size: Diameter of the dish is not to exceed one meter (39 inches).**
- **Color: Dark bronze, dark gray, dark green or black. Other colors may be used provided the color of the dish blends with the color of the surface the dish is to be mounted on.**
- **Location:**

  1) Placement of the dish shall be in the least obtrusive location, preferably in the rear yard or side yard behind the primary front elevation of the house that faces the street.

  2) Dishes shall not be placed in prominent visual locations, such as on top of a chimney, fence, balcony railing or roof ridge, and may not be located on roof surfaces that directly face the street.

  3) Dishes may not encroach upon any public right-of-way, common area, golf course or adjacent property, or be located on the "zero" side of a house (excluding the roof) in a zero-lot line subdivision and may not be located on roof surfaces that directly face the street.

- **Safety Considerations: Safety precautions related to maintenance, installation, distances from utility lines, grounding requirements, etc., are the sole responsibility of the property owner.**
- **Variances: Variances to these restrictions may be granted by the Reviewing Body provided the Property Owner can provide evidence that the above restrictions would impair signal reception, cause an unreasonable increase in the cost of installation, maintenance, or access of the device, or would cause a legitimate safety concern.**
- **All wiring should be concealed from public view as much as possible.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines. Submission and approval are needed if a location variance is being requested.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

SCREENED PORCH ENCLOSURES

- **Screened porch enclosures must be in the rear or side yard only and may not be located within any drainage, utility, or maintenance easement.**
- **Shall be located in the side or rear yard locations only behind the perimeter fencing for the lot.**
- **Screened enclosure height should match that of the house/roof to which the screened enclosure is attached.**
    - **Screened enclosure may not exceed 12' (feet) in height.**
- **Materials must match or complement existing house including roof material. Pine is not permitted.**
- **Patio screening must have a screen mesh with an even transparent look. Screens must be of the standard black or gray coloring to match the house.**
- **At a minimum, the bottom eighteen inches of the patio screening shall be constructed of building materials to match the house (cementitious siding, brick, stone, etc.).**
- **Screen doors must follow guidelines for Doors.**

SUBMITTAL REQUIREMENTS

- **A set of floor plans, elevations, and other constructions drawings, drawn to scale which adequately describe the construction proposed. Property survey (usually found in Closing Documents) highlighting/indicating proposed location of screened porch.**
- **Set of manufacturer specifications including materials, style, colors, etc.**
- **Proposed exterior color and materials.**
- **A current picture of the existing house and patio.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

SIGNS

- **"For Sale" signs must be professionally manufactured. Only ONE sign permitted per lot.**
- **"For Lease", "For Rent", "Garage Sale", and "Open House" signs are expressly prohibited.**
- **Political sign area cannot exceed 6 square feet and signs are prohibited on any dedicated right-of-way, CRCA facilities, or CRCA common areas. Signs should not be mounted on any exterior part of home (garage, patio, fence, or wall). Political signs should comply with the size in accordance with the state law: Election Code, Title 15, Chapter 250, Political Signs.**
    - **Only one (1) sign shall be permitted for each candidate or issue.**
    - **Such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election.**
    - **Signs must be ground mounted.**
- **ET Controller signs are required by the City of McKinney and permitted in the front yards to acknowledge the watering day exemption.**
- **Only one security/alarm sign is permitted in the front yard. Maximum size shall not exceed 12" (inches) in the largest dimension. Sign shall not exceed 15" (inches) above ground when installed. Sign shall be placed not more than 5' (feet) from the front foundation of the home.**
- **Contractor signs are prohibited.**
- **Homeowner's children's school (private or public) affiliation signs are permitted. One (1) sign per child is allowed in the front yard. Sign area should not exceed 4 square feet. Sign may be placed in front landscaping bed.**
- **All other signs are not permitted unless otherwise approved by the Reviewing Body.**
- **No sign shall be attached to any structure, fence, landscaping, or displayed in windows, except for pet notification signs no more than 8" x 6".**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

SOLAR PANELS/SOLAR ENERGY DEVICES

A. An owner may not install a solar energy device that:

1. Is in violation of any law.
2. Is on property owned or maintained by the association.
3. Is located on property in common areas.
4. Is located anywhere but on the owner's roof or in his fenced yard or patio, or any structure allowed under a dedicatory instrument.
5. If mounted on the roof of the home, is installed on the roof facing the front street, extends beyond the roof ridge of the section of roof in which it is installed, does not conform to the slope of the roof, has a top edge that is not parallel to the roofline on which it is located, and/or does not conform to certain allowed design guidelines.
6. If located in a fenced yard or patio, is taller than the fence line.
7. Is installed in a manner that voids material warranties.
8. Is installed without prior approval by the association or its designated architectural committee.
9. Would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities."
10. A court determines it threatens public health or safety.

B. Aesthetic requirements:

1. Frames, support brackets, or any visible piping or wiring must be a color which blends with the roof color.
2. Panels must blend to the greatest extent possible with existing roof color.
3. The height clearance off the roof should be the minimum allowed by the manufacturer.
4. The device shall not cause glare or reflection that may be objectionable to other property owners.
5. Solar panels must be maintained at all times or be removed by the owner.

SUBMITTAL REQUIREMENTS

- Property survey (usually found in Closing Documents).
- The size, height, width, color, and location of any materials to be used.
- Manufacturer literature including panel location layout for solar roof panels. Ten percent letters must have the seal of electrical engineer.
- If there are questions with the interpretation of the above guidelines, please contact the Association office.

STANDBY ELECTRIC GENERATORS

INTRODUCTION

In accordance with Section 202.0019(c) of the Texas Property Code, qualified residential standby electric generators are permitted ("SEG") and which by statutorily definition is limited to mean:

A. **A device that converts mechanical energy to electrical energy.**
B. **Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen.**
C. **Is fully enclosed in an integral manufacturer supplied sound attenuating enclosure.**
D. **Connects to the main electrical panel of the residency by a manual or automatic transfer switch.**
E. **Is rated for a generating capacity of not less than seven (7) kilowatts.**

INSTALLATION

A SEG that qualifies under the Introduction must be installed and maintained in compliance with:

A. **The manufactures specifications.**
B. **All applicable governmental health, safety, electrical, and building codes.**
C. **All electrical, plumbing and fuel line connections are to be installed only by licensed contractors.**
D. **All electrical connections may be installed in accordance with applicable governmental health, safety, electrical and building codes.**
E. **All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes.**
F. **All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other governmental health, safety, electrical, and building codes.**
G. **All non-integral standby electric generator fuel tanks are to be installed and maintained to copy with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.**
H. **The SEG and all of its electrical lines and fuel lines are to be maintained in good condition.**
I. **The owner must repair, replace or remove any deteriorated or unsafe component of a SEG, including electric and fuel lines.**
J. **A SEG must be otherwise kept in good physical condition and esthetically maintained to ensure it is in harmony with the community and surrounding residences.**

LOCATION

A. **A SEG must be adjacent to the house unless otherwise specifically approved by the Reviewing Body. The SEG may not be located in easements or within five (5) feet of any property line.**
B. **A SEG may only be located in the rear or side yard of the residence and approved by the Reviewing Body based on the information submitted by the owner prior to construction.**
C. **A SEG may not be located on the Association's Common Area.**
D. **A SEG may not be located adjacent to a neighbor's window.**

In all Service Areas a SEG must be fully screened on all sides with live landscaping or a four (4) to six (6) foot cedar privacy fence.

CRITERIA

A. **Periodic testing of a SEG must comply with and will be limited to the manufacturers' recommendations and may only be conducted between the hours of 10:00 a.m. and 4:00 p.m. local time.**
B. **A SEG may not be operated or used to generate electrical power (other than for period testing in compliance with subpart A herein above) unless and except in the limited circumstances where a utility service provider's generated electrical power to the residence is not available or is intermittent (as objectively determined by the Association).**
C. **Only one SEG per lot is allowed.**
D. **The total decibel level for the SEG shall not exceed the allowed City requirements for the appropriate residential category.**

SUBMITTAL REQUIREMENTS

- **Property survey (usually found in Closing Documents) highlighting/indicating locations and dimensions to property lines.**

- **Specification literature from the manufacture for the SEG, sound attenuating enclosure and other hardware and lines to be used in connection with the installation of the SEG, and photo of the area of house for proposed location.**

- **If not included in the specification or manufacture's submitted documentation, documentation of the sound abatement or sound attenuating levels for the enclosed SEG.**

- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

STORAGE STRUCTURES/STORAGE OF ITEMS

- **Storage structures are prohibited on properties with wrought iron fencing.**
- **Storage structures must be located behind a wooden privacy fence. Storage structures at their tallest point, must not exceed the height of the wooden privacy fence.**
    - **Maximum height of 8 feet if the wooden privacy fence is 8 feet; maximum height of 6 feet if the wooden privacy fence is 6 feet.**
- **Storage structures cannot exceed a total maximum square footage of 120 square feet unless otherwise specifically approved by the Reviewing Body on a case-by-case basis depending on the yard area and proposed location. Two side-by-side sheds are permitted if the total maximum square footage does not exceed 120 square feet.**
- **Metal storage sheds are not allowed.**
- **Storage structures shall be of wood, plastic, or resin and/or masonry construction. Color shall match or complement that of the house.**
- **Storage structures on common area adjacent lots are restricted to a side yard not adjacent to a common area.**
- **Storage structure roofing must match or complement that of the house.**
- **Storage structure roofs shall have simple gabled ends. "Lean-to" style sheds are prohibited. The pitch of the roof will be determined by the Reviewing Body on a case-by-case basis.**
- **Storage structures must have a five (5) foot minimum clearance from any side yard or back alley and ten (10) foot clearance from any rear yard fence or property.**
- **Storage of firewood, trash, debris, building materials (bricks, stones, etc.), non-outdoor furniture, bags of mulch/landscape material, etc. in public view is strictly prohibited. This includes, but is not limited to, driveway, front porch, side yard, and backyard/back porch without wooden perimeter fencing.**

SUBMITTAL REQUIREMENTS

- **Property survey (usually found in Closing Documents) highlighting/indicating the location of the shed, existing structures, and property lines.**
- **A description and the dimensions of the shed (i.e., construction drawing, specs, etc.)**
- **A description of materials and color for the shed and those of the house.**
- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

SUNSCREENS/WINDOW FILM

- **Sunscreen shall be integral to the window or the screen and shall be consistent in appearance for each elevation of the house.**
- **Sunscreens shall maintain the gridding pattern of any windows with a gridding pattern.**
- **Reflective film on windows shall meet the following guidelines.**
    a. **Visible light reflection (exterior) shall not be more than 35 percent.**
    b. **The product shall be warranted for adhesion and anti-fogging.**
    c. **Windows of each elevation shall be consistent in appearance.**
    d. **If delaminating occurs, corrective action shall be taken by the homeowner.**
    e. **Window film colors shall be gray, charcoal, or crystal/light silver clear film.**
    f. **Mirrored, fully reflective bronze, or any other colored film or foil like material is prohibited.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**
- ❖ **Film samples and warranty shall be submitted for review and approval of reflectance.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

TRASH TOTE/RECYCLE/CHARITABLE COLLECTION BINS

- **Trash Tote/Recycle Bins shall not be viewed from the street (as viewed from property line to property line of your home) and shall be stored in the following locations:**

    a. **In the garage.**

    b. **Behind a Trashcan Enclosure as outlined below.**

    c. **In the backyard of properties with wooden fences.**

    d. **Behind your front building line and screened by large dense evergreen shrubs. The density of the evergreen shrubs must provide appropriate screening of the totes as viewed from the street.**

- **Trash Tote/Recycle Bins may not be stored in the driveway of any property.**

- **Trash Tote/Recycle Bins can be placed out ready for pick up no earlier than 6pm on the day prior to the trash pickup day and must be properly stored by 7:00 am the day following trash pickup.**

- **Charitable Collection Bins, Food Pantries, etc. are not permitted.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**

TRASHCAN ENCLOSURES

When space limitations prohibit this storage option, trash container enclosures may be permitted.

Criteria:

- **Trash Enclosures shall not encroach into any public street right of way, designated open spaces, or common areas.**

- **Fencing shall not be placed beyond the front yard building line and owner is responsible for ensuring compliance with the City of McKinney Ordinances, including side yard building set back on corner lots with the secondary street frontage.**

- **Trash Enclosures should be located on the side of the home where the garage is located. Unless the owner can prove a hardship requirement based on utility meter location, the enclosure must maintain a minimum setback distance of two feet (2') from the left-side front corner or the right-side front corner of the dwelling unless the service area's guidelines are more restrictive. The same restrictions apply to rear entry garages. The owner is responsible for ensuring utility meters remain accessible.**

- **Trash enclosure may be built on pavers or a level cement pad 3" minimum in thickness. Pavers nor cement pad shall not interfere with drainage.**

- **Trash enclosures must be made of treated cedar, redwood or other approved wood pickets that match or closely resemble existing wood fencing material on the lot and with a minimum height of 4' (feet) and a maximum height of 6' (feet). A trashcan enclosure that is vertical side-by-side or board on board is acceptable. All pickets must be installed vertical to the ground.**

- **Trashcans must be completely enclosed on four sides, with a gate and black hardware matching yard fence. If the enclosure sits against a retaining wall where the adjoining lot sits above owner's property, fencing must be installed on the retaining wall so that the top of the enclosure is level to the ground level pickets. If the enclosure sits against the house, the built enclosure will consist of 3 sides.**

- **If the existing yard fence is wood, then trash enclosure should replicate the same look, material, and style, including matching stain color. Yards with wrought iron fencing may only use wood fencing for the sole purpose of screening trash containers. A top cap is permitted. If there is not a top cap the pickets on the trash enclosure must be dog eared.**

- **On the internal side of the fence enclosure there shall be three rails with 2" x 4" treated pine or cedar rails with 2 3/8" in diameter galvanized metal posts. Each galvanized steel post will have a top cap in like material, not visible to the public. Each fence rail shall be attached to the galvanized metal post by galvanized pipe grip tie. All fence pickets will be attached with a minimum of two ring shank nails or comparable screws per rail. Nail or screws should be rust proof such as hot-dipped galvanized or stainless steel.**

- **Owner is responsible for routine maintenance of the fence, including stain and replacing broken or loose pickets.**

Additional Trash Enclosure policy specific to neighborhoods

- ***Chateaus, Hemingway, Settlement Townhomes and Wessex Townhomes* are prohibited from having trash enclosures.**

- ***Spicewood*** **may only have trash enclosures on the internal side of the wrought iron fence. Enclosures must not exceed the height of the wrought iron fence and the wrought iron screening policy applies.**

- ***Trails*** **permits trash enclosures in the rear of the home. Enclosures must be installed either on the side of the home if space allows, otherwise enclosures can be installed in front of the garage, but as close of possible to the garage. Enclosure must be stained to match garage door. Height not to exceed 5' (feet). House numbers must remain clearly visible to the roadway.**

SUBMITTAL REQUIREMENTS

- **Property survey (usually found in Closing Documents) highlighting/indicating proposed location, scaled drawing of structure or example photo, and photo of home.**

- **All colors and materials shall match or complement the existing home. Submit color samples, manufacturer, color name and number, etc., for review.**

- **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

VEGETABLE GARDENS/PLANTER BOXES

- **Permitted only behind wooden perimeter fence. Vegetable gardens are prohibited for properties with wrought iron fencing.**
- **Planter boxes are prohibited for properties with wrought iron fencing.**

SUBMITTAL REQUIREMENTS

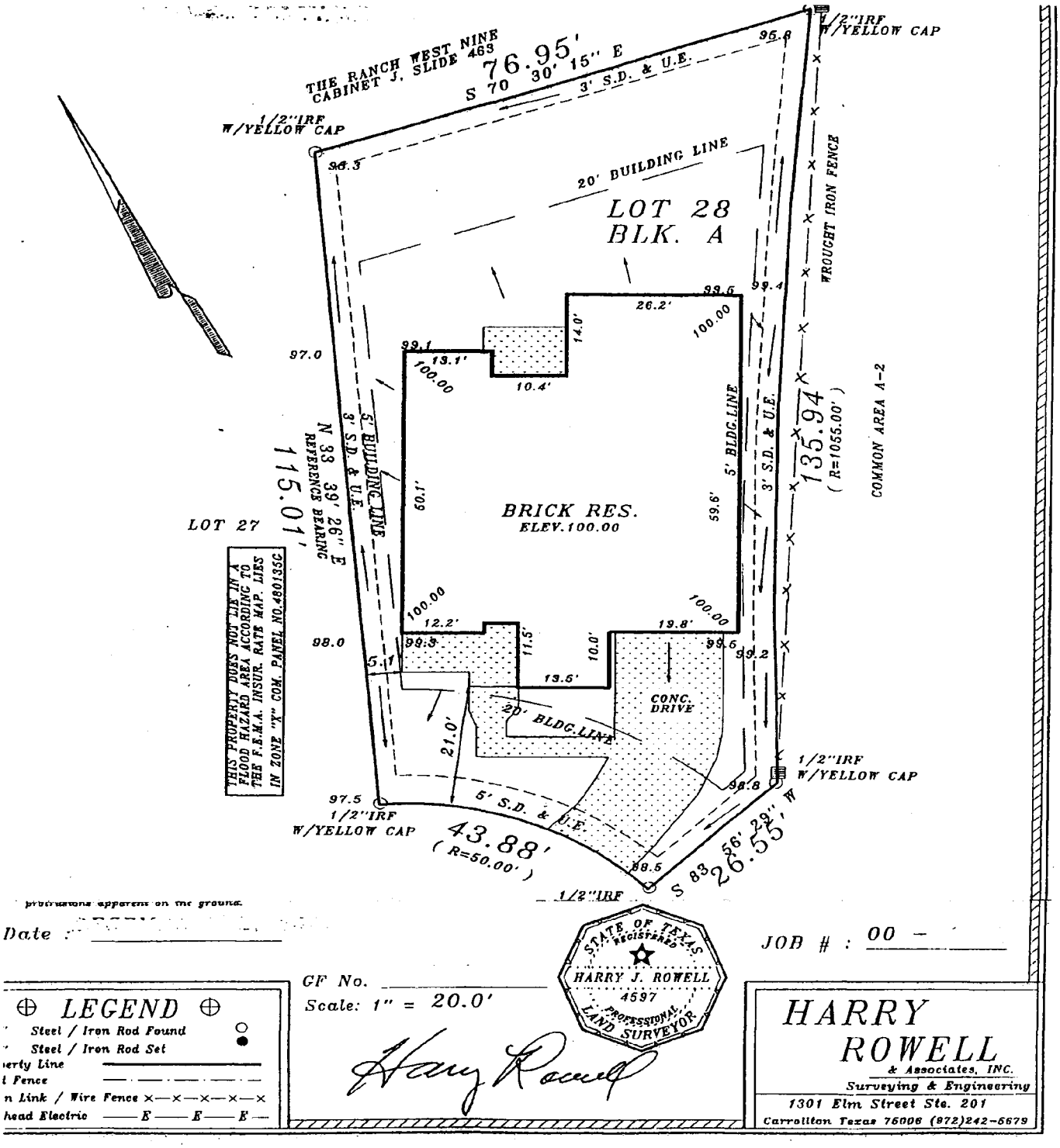
- ❖ **None required provided you comply with the above guidelines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**

WINDOWS/WINDOW TREATMENTS

- **Windows must be consistent in appearance for each elevation of the house.**
- **Any window replacement must result with the entire elevation blending in appearance. Window replacement should maintain the gridding design unless submitted for and approved by the Design Review Committee**
- **Windows must be constructed in accordance with service area guidelines/ building requirements.**
- **All shades, drapes, or any type of window treatment visible from the outside must be white or off-white in color and must be permanent. Temporary shades are not permitted.**

SUBMITTAL REQUIREMENTS

- ❖ **None required provided you comply with the above guidelines.**
- ❖ **If there are questions with the interpretation of the above guidelines, please contact the Association office.**



SAMPLE PROPERTY SURVEY/SITE PLAN

Exhibit "F-200"

GUIDELINES FOR ADDITIONS AND RENOVATIONS

Comment Sheet from Adjacent Property Owners

The purpose of this form is to notify the adjacent property owner(s) of the proposed Addition/Renovation due to its significance. The Design Review Committee will take into consideration any comments received; however, it is within their sole discretion whether to approve the proposed Addition/Renovation.

Property Proposing Addition/Renovation_____

Comment Sheets required as follows:

Addition/Renovation on FRONT:	Property owners on both sides and across the Street
Addition/Renovation on SIDE:	Property owner on applicable side
Addition/Renovation on REAR:	Property owners on both sides and to the rear

I own the property at_____adjacent to the above-listed property and I have been made aware of the proposed Addition/Renovation.

Name:_ _ _ _ _ _ _ _ _ _ _ _ _ _ Signature:_ _ _ _ _ _ _ _ _ _ _ _ _ _ My

comments are as follows:_____

I have no comments:_ _ _ _

EXHIBIT B
THE PROPERTY

TRACT 1

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

BEGINNING at an "X" found in concrete, said point being the southeast corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 00 degrees 21 minutes 35 seconds West, 1256.02 feet along the west line of said Tract Two and along the east line of said Custer Road to a one-half inch iron rod found for corner, said point being the southwest corner of that tract of land conveyed to Redeemer Presbyterian Church of McKinney as recorded in Volume 4067, Page 100, Collin County Deed Records;

THENCE North 89 degrees 25 minutes 52 seconds East, 1123.39 feet along the north line of said Tract Two to a one-half inch iron rod set for corner;

THENCE South 00 degrees 35 minutes 12 seconds East, 1255.92 feet to a one-half inch iron rod set for corner in the south line of said Tract Two, said point being in the north line of said Watan tract and in the south line of the G. Baccus Survey, Abstract No. 95;

THENCE South 89 degrees 25 minutes 35 seconds West, 1125.36 feet along the north line of said Watan tract and the south line of the G. Baccus Survey to the POINT OF BEGINNING and containing 1,414,064 square feet or 32.462 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL

TRACT 2

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

COMMENCING at an 'X' found in concrete, said point being the southwest corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 89 degrees 25 minutes 35 seconds East, 1128.36 feet along the south line of said Tract Two and along the north line of said Watan tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE North 00 degrees 35 minutes 12 seconds West, 1255.92 feet to a one-half inch iron rod set for corner in the north line of said Tract Two;

THENCE North 89 degrees 25 minutes 52 seconds East, 491.96 feet along the north line of said Tract Two to a one-half inch iron rod found for corner, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the west line of said 153.80 acre tract as follows:
South 00 degrees 38 minutes 22 seconds West, 583.50 feet to a one-half inch iron rod found for corner;
South 32 degrees 43 minutes 48 seconds East, 755.92 feet to a five-eighths inch iron rod found for corner;
North 89 degrees 24 minutes 49 seconds East, 30.01 feet to a five-eighths inch iron rod found for corner;
South 00 degrees 35 minutes 11 seconds East, 20.01 feet to a five-eighths inch iron rod found for corner in the south line of said Tract Two, said point being in the north line of said Watan tract;

THENCE South 89 degrees 25 minutes 35 seconds West, 914.40 feet along the south line of said Tract Two and along the north line of said Watan tract to the POINT OF BEGINNING and containing 748,894 square feet or 17.192 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL

TRACT 3

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 18, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2997, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 285.346 acre tract, said point being the southwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE North 89 degrees 23 minutes 08 seconds East, 2646.02 feet to a one-half inch iron rod set at the northeast corner of said 285.346 acre tract, said point being the southeast corner of said Watan tract, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 285.346 acre tract as follows:

South 00 degrees 43 minutes 22 seconds East, 2002.44 feet to a five-eighths inch iron rod found for corner, said point being the most southerly southwest corner of said 153.80 acre tract;

South 00 degrees 44 minutes 02 seconds East, 40.44 feet to a one-half inch iron rod set for corner, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records;

THENCE South 80 degrees 49 minutes 26 seconds West, 208.32 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 147.41 feet along a curve to the right having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears South 84 degrees 50 minutes 45 seconds West, 147.28 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 52 minutes 03 seconds West, 2286.65 feet to a one-half inch iron rod set for corner in the west line of said 285.346 acre tract, said point being in the east line of Custer Road;

THENCE along the west line of said 285.346 acre tract and along the east line of Custer Road as follows:

Northwesterly, 660.28 feet along a curve to the right having a central angle of 03 degrees 19 minutes 07 seconds, a radius of 11399.19 feet, a tangent of 330.23 feet, whose chord bears North 02 degrees 03 minutes 32 seconds West, 660.18 feet to a right-of-way monument found for corner;

North 00 degrees 22 minutes 17 seconds West, 1446.29 feet to the POINT OF BEGINNING and containing 5,545,250 square feet or 127.301 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL

TRACT 4

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 18, a part of the J.J. DRIGGERS SURVEY, ABSTRACT NUMBER 274, a part of the SHADRICK JACKSON SURVEY, ABSTRACT NUMBER 469, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2987, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2184, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set at the southwest corner of said 285.346 acre tract, said point being in the north line of that 46.686 acre tract of land conveyed to Micor Investment Company as recorded in Volume 785, Page 169, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE along the west line of said 285.346 acre tract and along east line of Custer Road as follows:

North 03 degrees 19 minutes 36 seconds East, 442.80 feet to a Right-of -Way monument found for corner;

Northwesterly, 1414.04 feet along a curve to the left having a central angle of 07 degrees 02 minutes 50 seconds, a radius of 11519.19 feet, a tangent of 787.91 feet, whose chord bears North 01 degrees 11 minutes 34 seconds West, 1413.15 feet to a to a Right-of -Way monument found for corner;

North 04 degrees 42 minutes 34 seconds West, 605.61 feet to a Right-of -Way monument found for corner;

Northwesterly, 201.25 feet along a curve to the right having a central angle of 01 degrees 00 minutes 42 seconds, a radius of 11299.19 feet, a tangent of 100.63 feet, whose chord bears North 04 degrees 13 minutes 27 seconds West, 201.26 feet to a one-half inch iron rod set for corner;

THENCE North 88 degrees 52 minutes 03 seconds East, 2286.65 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 147.41 feet along a curve to the left having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears North 84 degrees 50 minutes 45 seconds East, 147.28 feet to a one-half inch iron rod set for corner;

THENCE North 80 degrees 49 minutes 26 seconds East, 208.32 feet to a one-half inch iron rod set for corner in the east line of said 285.346 acre tract, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records;

THENCE South 00 degrees 44 minutes 02 seconds East, 40.44 feet along the east line of said 285.346 acre tract to a five-eighths inch iron rod found for corner, said point being the northwest corner of that 79.46 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 5215, Collin County Deed Records;

THENCE along the west line of said 79.46 acre tract as follows:

South 00 degrees 52 minutes 05 seconds East, 799.39 feet to a five-eighths inch iron rod found for corner;

South 23 degrees 13 minutes 47 seconds East, 1372.14 feet to a five-eighths inch iron rod found for corner;

Southeasterly, 364.25 feet along a curve to the right having a central angle of 83 degrees 22 minutes 58 seconds, a radius of 250.76 feet, a tangent of 250.11 feet, whose chord bears South 76 degrees 09 minutes 04 seconds East, 343.11 feet to a five-eighths inch iron rod found for corner;

South 23 degrees 13 minutes 47 seconds East, 667.67 feet to a five-eighths inch iron rod found at the southwest corner of said 79.46 acre tract, said point being in the north line of that tract of land conveyed to the State of Texas as recorded in Volume 5355, Page 3032, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE South 66 degrees 18 minutes 55 seconds West, 1206.12 feet along the north line of State Highway No. 121 to a Right-of-Way monument found for corner, said point being in the west line of said 182.675 acre tract, said point being in the east line of that 30.347 acre tract of land conveyed to Micor Investment Company as recorded in Volume 605, Page 446, Collin County Deed Records;

THENCE North 00 degrees 55 minutes 34 seconds West, 569.45 feet to a one-half inch iron rod found at the southeast corner of said 285.346 acre tract, said point being the northeast corner of said 30.347 acre tract;

THENCE South 89 degrees 00 minutes 28 seconds West, 2586.23 feet along the south line of said 285.346 acre tract to the POINT OF BEGINNING and containing 8,196,431 square feet or 188.026 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2005.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

FINAL

TRACT 5

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, a part of the WM. H. HOLIDAY SURVEY, ABSTRACT NUMBER 365, and being a part of that 74.880 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2185, Collin County Deed Records, a part of that 75.074 acre tract of land conveyed to Craig Ranch II, LP as recorded in Volume 4757, Page 2185, Collin County Deed Records, a part of that 126.568 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 70.3460 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found for corner in the east line of said 74.880 acre tract, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Latmer, et ux as recorded in Volume 1952, Page 107, Collin County Deed Records;

THENCE along the east line of said 74.880 acre tract and along the west line of said 130.945 acre tract as follows:
South 36 degrees 33 minutes 08 seconds West, 706.55 feet to a three-fourths iron pipe found for corner;
South 00 degrees 14 minutes 22 seconds East, 56.80 feet to a one-half inch iron rod set at the southwest corner of said 130.945 acre tract, said point being the northwest corner of said 126.568 acre tract;

THENCE North 89 degrees 18 minutes 47 seconds East, 361.54 feet along the north line of said 126.568 acre tract and along the south line of said 130.945 acre tract to a one-half inch iron rod set for corner;

THENCE South 25 degrees 40 minutes 22 seconds West, 581.83 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 181.69 feet along a curve to the right having a central angle of 37 degrees 06 minutes 45 seconds, a radius of 280.50 feet, a tangent of 94.16 feet, whose chord bears South 44 degrees 13 minutes 45 seconds West, 178.53 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 402.40 feet along a curve to the left having a central angle of 46 degrees 06 minutes 42 seconds, a radius of 500.00 feet, a tangent of 212.61 feet, whose chord bears South 39 degrees 43 minutes 47 seconds West, 391.63 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 162.73 feet along a curve to the right having a central angle of 31 degrees 11 minutes 50 seconds, a radius of 298.50 feet, a tangent of 75.31 feet, whose chord bears South 32 degrees 16 minutes 21 seconds West, 160.85 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 256.47 feet along a curve to the left having a central angle of 46 degrees 59 minutes 55 seconds, a radius of 312.50 feet, a tangent of 135.60 feet, whose chord bears South 24 degrees 52 minutes 29 seconds West, 249.64 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 50 minutes 36 seconds East, 44.48 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 32 minutes 14 seconds West, 154.34 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 214.08 feet along a curve to the left having a central angle of 32 degrees 21 minutes 48 seconds, a radius of 379.00 feet, a tangent of 109.98 feet, whose chord bears South 15 degrees 37 minutes 51 seconds East, 211.24 feet to a one-half inch iron rod set for corner;

THENCE South 58 degrees 11 minutes 15 seconds West, 70.00 feet to a five-eighths inch iron rod found for corner in the east line 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5080, Page 3215, Collin County Deed Records;

THENCE along the east line of said 153.80 acre tract as follows:
Northwesterly, 177.21 feet along a curve to the right having a central angle of 22 degrees 36 minutes 48 seconds, a radius of 448.00 feet, a tangent of 89.77 feet, whose chord bears North 20 degrees 30 minutes 21 seconds West, 176.05 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 249.78 feet along a curve to the left having a central angle of 71 degrees 33 minutes 23 seconds, a radius of 200.00 feet, a tangent of 144.13 feet, whose chord bears North 44 degrees 58 minutes 39 seconds West, 233.86 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 244.63 feet along a curve to the right having a central angle of 65 degrees 20 minutes 14 seconds, a radius of 214.00 feet, a tangent of 137.22 feet, whose chord bears North 48 degrees 06 minutes 16 seconds West, 231.63 feet to a five-eighths inch iron rod found for corner;
North 15 degrees 25 minutes 09 seconds West, 545.72 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 213.53 feet along a curve to the left having a central angle of 92 degrees 29 minutes 51 seconds, a radius of 8170.00 feet, a tangent of 136.78 feet, whose chord bears North 16 degrees 10 minutes 04 seconds West, 213.53 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 1030.25 feet along a curve to the left having a central angle of 13 degrees 18 minutes 37 seconds, a radius of 4436.00 feet, a tangent of 517.44, whose chord bears North 14 degrees 59 minutes 04 seconds West, 1027.96 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 45.54 feet along a curve to the right having a central angle of 26 degrees 05 minutes 37 seconds, a radius of 100.00 feet, a tangent of 23.17 feet, whose chord bears North 08 degrees 35 minutes 04 seconds West, 45.15 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 132.23 feet along curve to the left having a central angle of 42 degrees 05 minutes 23 seconds, a radius of 180.00 feet, a tangent of 69.26 feet, whose chord bears North 16 degrees 34 minutes 57 seconds West, 129.29 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 216.12 feet along a curve to the left having a central angle of 09 degrees 45 minutes 00 seconds, a radius of 1270.00 feet, a tangent of 108.32 feet, whose chord bears North 42 degrees 30 minutes 06 seconds West, 215.86 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 305.84 feet along a curve to the right having a central angle of 23 degrees 54 minutes 01 seconds, a radius of 620.09 feet, a tangent of 155.85 feet, whose chord bears North 30 degrees 25 minutes 38 seconds West, 301.81 feet to a five-eighths inch iron rod found for corner;
North 13 degrees 28 minutes 38 seconds West, 358.77 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 198.47 feet along a curve to the right having a central angle of 11 degrees 48 minutes 45 seconds, a radius of 907.00 feet, a tangent of 99.56 feet, whose chord bears North 07 degrees 35 minutes 48 seconds West, 198.13 feet to a five-eighths inch iron rod found at the northeast corner of said 153.80 acre tract,

THENCE South 80 degrees 28 minutes 47 seconds West, 370.83 feet to a five-eighths inch iron rod found for corner in the west line of said 75.074 acre tract, said point being the northwest corner of said 153.80 acre tract;

THENCE North 00 degrees 39 minutes 14 seconds West, 80.07 feet to a point at the northeast corner of said 75.074 acre tract, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE North 89 degrees 06 minutes 13 seconds East, 50.36 feet to a point for corner at the north line of said 75.074 acre tract,

THENCE North 89 degrees 26 minutes 13 seconds East, 1799.67 feet to a point for corner in the north line of said 74.880 acre tract;

THENCE South 00 degrees 33 minutes 50 seconds East, 45.193 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 224.36 feet along a curve to the right having a central angle of 39 degrees 25 minutes 54 seconds, a radius of 326.09 feet, a tangent of 116.83 feet, whose chord bears South 19 degrees 09 minutes 31 seconds West, 219.98 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 195.44 feet along a curve to the left having a central angle of 40 degrees 52 minutes 06 seconds, a radius of 274.80 feet, a tangent of 102.09 feet, whose chord bears South 18 degrees 26 minutes 25 seconds West, 191.32 feet to a one-half inch iron rod set for corner;

DRAFT

TRACT 5

THENCE South 81 degrees 51 minutes 38 seconds East, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 837.65 feet along a curve to the right having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears South 82 degrees 55 minutes 37 seconds East, 834.56 feet to a one-half inch iron rod set for corner;

THENCE South 15 degrees 36 minutes 35 seconds West, 150.00 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 6.03 feet along a curve to the right having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears South 74 degrees 19 minutes 35 seconds East, 6.03 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 171.90 feet along a curve to the left having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears North 87 degrees 53 minutes 40 seconds East, 169.14 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 46 minutes 07 seconds East, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to the POINT OF BEGINNING and containing 4,327,308 square feet or 99.341 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL

TRACT 6

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, and being a part of that tract of land described as Tract One conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records and being further described as follows:

COMMENCING at a one-half inch iron rod found for corner in the east line of said Tract One, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Lehner, et ux as recorded in Volume 1062, Page 107, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 07 seconds West, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE Southwesterly, 171.90 feet along a curve to the right having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears South 87 degrees 53 minutes 40 seconds West, 169.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 6.03 feet along a curve to the left having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears North 74 degrees 19 minutes 35 seconds West, 6.03 feet to a one-half inch iron rod set for corner;

THENCE North 15 degrees 36 minutes 35 seconds East, 110.00 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 837.65 feet along a curve to the left having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears North 82 degrees 55 minutes 37 seconds West, 834.56 feet to a one-half inch iron rod set for corner;

THENCE North 81 degrees 59 minutes 38 seconds West, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 195.44 feet along a curve to the right having a central angle of 40 degrees 52 minutes 00 seconds, a radius of 274.00 feet, a tangent of 102.09 feet, whose chord bears North 18 degrees 26 minutes 25 seconds East, 191.32 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 224.38 feet along a curve to the left having a central angle of 39 degrees 25 minutes 54 seconds, a radius of 326.00 feet, a tangent of 116.83 feet, whose chord bears North 19 degrees 09 minutes 31 seconds East, 219.96 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 33 minutes 50 seconds West, 451.93 feet to a point for corner in the north line of said Tract One, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE along the north line of said Tract One as follows:
North 89 degrees 26 minutes 13 seconds East, 141.67 feet to a point for corner;
North 89 degrees 29 minutes 13 seconds East, 690.97 feet to a point at the northeast corner of said Tract One, said point being the northwest corner of said 130.945 acre tract;

THENCE South 00 degrees 44 minutes 07 seconds East, along the east line of said Tract One and along the west line of said 130.945 acre tract, at 39.78 feet passing a three-fourths inch iron pipe found, in all a total of 1095.89 feet to the POINT OF BEGINNING and containing 830,714 square feet or 19.070 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

UNOFFICIAL

TRACT 7

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the B. BACCUS SURVEY, ABSTRACT NUMBER 85, a part of the WM. H. HOLIDAY SURVEY, ABSTRACT NUMBER 385, a part of the G. F. LUCAS SURVEY, ABSTRACT NUMBER 540, a part of the THOMAS PHILLIPS SURVEY, ABSTRACT NUMBER 717, a part of the JOHN PHILLIPS SURVEY, ABSTARCT NUMBER 718, and being a part of that 20.00 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2157, Collin County Deed Records, a part of that 9.8149 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2170, Collin County Deed Records, a part of that 126.588 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 70.3480 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 80.352 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2184, Collin County Deed Records, a part of that 180.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, a part of that 36.694 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5171, Page 3579, Collin County Deed Records, a part of that 15.00 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5210, Page 3934, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 126.588 acre tract, said point being the northeast corner of that tract of land conveyed to Windswept Place North, Ltd. as recorded in Document Number 96-0006535, Collin County Deed Records, said point being in the west line of North Texas Athletic Center at Craig Ranch, an addition to the City of McKinney as recorded in Cabinet F, Page 241, Collin County Plat Records;

THENCE South 89 degrees 36 minutes 06 seconds West, 1366.59 feet along the south line of said 126.588 acre tract to a railroad spike found for corner, said point being the northeast corner of said Windswept Place North tract;

THENCE South 00 degrees 52 minutes 02 seconds East, 2304.43 feet to a one-half inch iron rod found at the southeast corner of said 36.694 acre tract, said point being in the west line of that tract of land conveyed to Windswept Place South, Ltd. as recorded in Document Number 96-0006543, Collin County Deed Records, said point being in the north line of that tract of land conveyed to Fiesole Floyd Green as recorded in Volume 442, Page 402, Collin County Deed Records;

THENCE South 89 degrees 20 minutes 13 seconds West, 1366.39 feet along the south line of said Green tract to a five-eighths inch iron rod found at the southwest corner of said 36.694 acre tract, said point being in the east line of said 182.675 acre tract;

THENCE South 00 degrees 50 minutes 00 seconds East, 685.70 feet along the east line of said 182.675 acre tract and along the west line of said Green tract to a one-half inch iron rod found for corner, said point being the northwest corner of said 9.8149 acre tract;

THENCE North 88 degrees 42 minutes 02 seconds East, 1013.63 feet along the north line of said 9.8149 acre tract and along the south line of said Green tract to a one-half inch iron rod set for corner, said point being in the northwest line of that 4.948 acre tract of land conveyed to the State of Texas as recorded in Volume 5185, Page 5047, Collin County Deed Records, said point being in the southeast line of State Highway No. 121 (variable width right-of-way);

THENCE along northwest line of State Highway No. 121 as follows:
South 68 degrees 19 minutes 31 seconds West, 1086.77 feet to a one-half inch iron rod found for corner in the west line of said 9.8149 acre tract, said point being in the east line of said 182.675 acre tract;
South 65 degrees 16 minutes 55 seconds West, 852.77 feet to a five-eighths inch iron rod found for corner, said point being the southeast corner of that 78.46 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 78.46 acre tract as follows:
Northwesterly, 1697.25 feet along a curve to the right having a central angle of 33 degrees 10 minutes 14 seconds, a radius of 2930.00 feet, a tangent of 873.37 feet, whose chord bears North 10 degrees 49 minutes 10 seconds West, 1672.49 feet to a five-eighths inch iron rod found for corner;
North 05 degrees 49 minutes 57 seconds East, 305.11 feet to a five-eighths inch iron rod found for corner;
North 43 degrees 51 minutes 43 seconds West, 71.06 feet to a five-eighths inch iron rod found for corner;
North 21 degrees 52 minutes 22 seconds East, 80.00 feet to a five-eighths inch iron rod found for corner;
North 78 degrees 11 minutes 15 seconds West, 130.50 feet to a five-eighths inch iron rod found for corner;

THENCE South 89 degrees 49 minutes 38 seconds West, 1044.52 feet to a five-eighths inch iron rod found at the southwest corner of said 78.46 acre tract, said point being in the west line of said 80.352 acre tract, said point being in the east line of that 285.348 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5090, Page 3216, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 02 seconds West, 80.88 feet along the west line of said 80.352 acre tract and along the east line of said 285.348 acre tract to a five-eighths inch iron rod found for corner, said point being the most southerly southwest corner of that 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the south and east line of said 153.80 acre tract as follows:
North 30 degrees 49 minutes 26 seconds East, 870.88 feet to a five-eighths inch iron rod found for corner;
Northeasterly, 391.39 feet along a curve to the left having a central angle of 68 degrees 58 minutes 58 seconds, a radius of 325.00 feet, a tangent of 223.36 feet, whose chord bears North 46 degrees 19 minutes 27 seconds East, 368.16 feet to a five-eighths inch iron rod found for corner;
North 11 degrees 49 minutes 29 seconds East, 422.72 feet to a five-eighths inch iron rod found for corner;
North 58 degrees 11 minutes 15 seconds East, 769.49 feet to a five-eighths inch iron rod found for corner;
North 31 degrees 48 minutes 45 seconds West, 333.66 feet to a five-eighths inch iron rod found for corner;

THENCE North 58 degrees 11 minutes 15 seconds East, 70.00 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 214.00 feet along a curve to the right having a central angle of 32 degrees 21 minutes 48 seconds, a radius of 378.80 feet, a tangent of 109.98 feet, whose chord bears North 15 degrees 37 minutes 51 seconds West, 211.24 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 32 minutes 34 seconds East, 154.34 feet to a one-half inch iron rod set for corner;

THENCE North 88 degrees 50 minutes 36 seconds West, 44.46 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 256.47 feet along a curve to the right having a central angle of 45 degrees 09 minutes 35 seconds, a radius of 325.50 feet, a tangent of 135.50 feet, whose chord bears North 24 degrees 52 minutes 23 seconds East, 249.84 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 182.73 feet along a curve to the left having a central angle of 31 degrees 11 minutes 50 seconds, a radius of 280.50 feet, a tangent of 78.31 feet, whose chord bears North 32 degrees 16 minutes 21 seconds East, 180.85 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 402.40 feet along a curve to the right having a central angle of 46 degrees 06 minutes 42 seconds, a radius of 500.00 feet, a tangent of 212.61 feet, whose chord bears North 39 degrees 43 minutes 47 seconds East, 391.63 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 181.69 feet along a curve to the left having a central angle of 37 degrees 06 minutes 48 seconds, a radius of 280.50 feet, a tangent of 94.16 feet, whose chord bears North 44 degrees 13 minutes 45 seconds East, 178.53 feet to a one-half inch iron rod set for corner;

DRAFT

TRACT 7

THENCE North 25 degrees 40 minutes 22 seconds East, 584.83 feet to a one-half inch iron rod set for corner in the north line of said 128.558 acre tract, said point being in the south line of that 130.945 acre tract of land conveyed to Paul Latimer, et ux as recorded in Volume 1052, Page 107, Collin County Deed Records;

THENCE North 89 degrees 08 minutes 47 seconds East, 2848.76 feet along the south line of said 130.945 acre tract to a PK nail set at the northeast corner of said 128.558 acre tract;

THENCE South 01 degrees 05 minutes 08 seconds East, 818.57 feet along the east line of said 128.558 acre tract to a five-eighths inch iron rod found for corner, said point being the northwest corner of said 160.081 acre tract

THENCE North 89 degrees 08 minutes 11 seconds East, 418.20 feet along the north line of said 160.081 acre tract to a one-half inch iron rod found for corner, said point being the most northerly northwest corner of said North Texas Athletic Center at Craig Ranch, said point being in the south line of that 79.71 acre tract of land conveyed to Collin Investments, Ltd, as recorded in Document Number 95-0001850, Collin County Deed Records;

THENCE along the west line of said North Texas Athletic Center at Craig Ranch as follows:
South 00 degrees 51 minutes 49 seconds East, 582.85 feet to a one-half inch iron rod found for corner;
South 88 degrees 48 minutes 18 seconds West, 413.55 feet to a one-half inch iron rod found for corner;
South 01 degrees 18 minutes 31 seconds East, 747.98 feet to the POINT OF BEGINNING and containing 14,575,587 square feet or 330.018 acres.

SURVEYOR'S CERTIFICATE

This plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey R.P.L.S. No. 4172

STATE OF TEXAS
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL

TRACT 8

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the J.J. NAUGLE SURVEY, ABSTRACT NUMBER 662, and being a part of that 132.860 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2153, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 89 degrees 33 minutes 04 seconds West, 572.35 feet along the south line of said 132.860 acre tract to a five-eighths inch iron rod found for corner, said point being in an east line of that 258.695 acre tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE North 00 degrees 39 minutes 44 seconds West, 323.57 feet along an east line of said 258.695 acre tract to a one-half inch iron rod found for corner, said point being the south corner of that tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 5270, Page 4269, Collin County Deed Records;

THENCE along the east line of said Tract Two as follows:

Northeasterly, 47.88 feet along a curve to the right having a central angle of 15 degrees 40 minutes 07 seconds, a radius of 175.00 feet, a tangent of 24.08 feet, whose chord bears North 14 degrees 42 minutes 11 seconds East, 47.71 feet to a one-half inch iron rod found for corner;

North 22 degrees 32 minutes 14 seconds East, 217.15 feet to a one-half inch iron rod found for corner, said point being in a south line of said 258.695 acre tract;

THENCE North 89 degrees 20 minutes 16 seconds East, 474.15 feet along a south line of said 258.695 acre tract to a 60D nail found for corner; said point being in the east line of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 00 degrees 39 minutes 46 seconds East, 571.30 along the east line of said 132.860 acre tract to the POINT OF BEGINNING and containing 315,073 square feet or 7.233 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL

TRACT 9

METES AND BOUNDS

WHEREAS VCIM PARTNERS, L.P. is the owner of a 3.90 acre tract of land situated in the R.C. Ingraham Survey, Abstract No. 461 and being a portion of that tract of land described as Tract 4 in deed to Craig Ranch II, L.P. as as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a point at the northeast corner of Lot 1, Block A of the VCIM Addition,

THENCE North 71 degrees 01 minutes 42 seconds East, 137.97 feet along the south line of Twin Oaks Drive to a point for corner;

Northeasterly, 153.25 feet along a curve to the right having a delta angle of 18 degrees 14 minutes 19 seconds, a radius of 481.43 feet, whose chord is 152.60 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE North 89 degrees 26 minutes 34 seconds East, 105.52 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE South 00 degrees 17 minutes 33 seconds East, 466.89 feet to a point for corner;

THENCE South 89 degrees 26 minutes 55 seconds West, 443.10 feet to a point for corner;

THENCE North 00 degrees 38 minutes 10 seconds West, 24.97 feet along east line of Arroyo Trail to a point for corner;

THENCE North 45 degrees 34 minutes 48 seconds West, 35.34 feet along east line of Arroyo Trail to a point for corner;

THENCE North 00 degrees 33 minutes 26 seconds West, 23.71 feet along east line of Arroyo Trail to a point for corner;

Northwesterly, 22.77 feet along a curve to the left having a delta angle of 4 degrees 00 minutes 30 seconds, a radius of 325.47 feet, whose chord is 22.77 feet along east line of Arroyo Trail to a point for corner;

THENCE North 71 degrees 01 minutes 42 seconds East, 175.21 feet to a point for corner;

THENCE North 18 degrees 58 minutes 18 seconds West, 260.66 feet to the POINT OF BEGINNING and containing 169,938 square feet or 3.90 acres of land, more or less.

PRELIMINARY

TRACT 10

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the R.C. INGRAHAM SURVEY, ABSTRACT No. 461, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

COMMENCING at a one and one-half inch iron rod found at the southwest corner of said Tract 4, said point being the southeast corner of that 20.722 acre tract of land conveyed to Richard Dill as recorded in Volume 5262, Page 4328, Collin County Deed Records, said point being in the north line of F.M. 720 (variable width right-of-way);

THENCE North 41 deg. 06 min. 02 sec. East, 129.60 feet to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land, said point being in the east line of Arroyo Trail (variable width right-of-way);

THENCE along the east line of Arroyo Trail as follows:

Northwesterly, 81.72 feet along a curve to the left having a central angle of 14 deg. 24 min. 24 sec., a radius of 325.00 feet, a tangent of 41.08 feet, whose chord bears North 11 deg. 46 min. 32 sec. West, 81.51 feet to a one-half inch iron found for corner;

North 18 deg. 58 min. 18 sec. West, 179.80 feet to a one-half inch iron found for corner, said point being the intersection of the east line of Arroyo Trail with the south line of Twin Oaks Drive (46 foot right-of-way);

THENCE North 71 deg. 01 min. 42 sec. East, 165.00 feet along the south line of Twin Oaks Drive to a one-half inch iron set for corner;

THENCE South 18 deg. 58 min. 18 sec. East, 260.66 feet to a one-half inch iron set for corner;

THENCE South 71 deg. 01 min. 42 sec. West, 175.21 feet to the POINT OF BEGINNING and containing 43,282 square feet or 0.994 acres of land.

NOW ALSO KNOWN AS:

Lot 1, Block A, of Final Plat of Lot 1, Block A of the VCIM ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof, recorded in Volume P, Page 90, of the Map and Plat Records of COLLIN County, Texas.

UNOFFICIAL

TRACT 11

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the JOHN PHILLIPS SURVEY, ABSTRACT NUMBER 718, and being a part of that tract of land conveyed to Johnson Centre, Ltd. as recorded in Volume 4505, Page 2460, Collin County Deed Records, a part of that 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, and being further described as follows:

BEGINNING at a TX DOT monument found for corner in the north line of said Johnson Centre tract, said point being in the south line of said 160.081 acre tract, said point being the most northerly northwest corner of that tract of land conveyed to the State of Texas as recorded in Volume 4991, Page 2820, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE along the north line of State Highway No. 121 as follows:
South 64 degrees 32 minutes 45 seconds West, 382.22 feet to a TX DOT monument found for corner;
South 69 degrees 04 minutes 19 seconds West, 204.17 feet to a one-half inch iron rod set for corner;

THENCE North 25 degrees 07 minutes 42 seconds West, 485.08 feet to a one-half inch iron rod set for corner;

THENCE North 64 degrees 52 minutes 18 seconds East, 541.08 feet to a one-half inch iron rod set for corner;

THENCE South 30 degrees 09 minutes 56 seconds East, 509.82 feet to the POINT OF BEGINNING and containing 285,489 square feet or 6.554 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of September, 2003.

Don B. Ramsey, R.P.L.S. No. 4172

UNOFFICIAL

TRACT 12

BEING a 258.695 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461 and the J. J. Naugle Survey, Abstract No. 662 in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, part of the 132.860 acre tract of land described in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103208 of the Land Records of Collin County, Texas and being more particularly described as follows (Bearings system based on the monuments found along the Northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8" KHA iron rod set in the West line of the beforementioned 157.859 acre tract and the East line of the 155.3404 acre tract of land described in deed to Jerry A. McCutchin and Sharon L. McCutchin, recorded in Volume 3440, Page 128 of the Land Records of Collin County, Texas, from which a 1 1/2" iron pipe found in the North right-of-way line of F.M. Highway 720 for the Southwest corner of the said 157.859 acre tract and the Southeast corner of the said 155.3404 acre tract bears South 00 deg. 17 min. 31 sec. East, a distance of 513.01 feet;

THENCE North 00 deg. 17 min. 31 sec. West, along the East line of the said 155.3404 acre tract and the West line of the said 157.859 acre tract passing a fence post for the Northwest corner of the 157.859 acre tract at 2086.3 feet, in all a total distance of 2092.08 feet to a 5/8 inch KHA capped iron rod set in the South line of the beforementioned 132.860 acre tract and the called South line of the J.J. Naugle Survey;

THENCE South 89 deg. 33 min. 04 sec. West, along the South line of the said 132.860 acre tract and the said South line of Naugle Survey, a distance of 318.57 feet to a 1/2 inch iron rod found for the Southwest corner of the 132.860 acre tract and the Southeast corner of the tract of land described in deed to Hank Haney Golf Ranch, recorded in Volume 3705, Page 409 of the Land Records of Collin County, Texas;

THENCE North 00 deg. 24 min. 21 sec. West, along the East line of the Hank Haney Golf Ranch tract and the West line of the said 132.860 acre tract, a distance of 1066.59 feet to a 1/2 inch iron rod found for a corner of the 132.860 acre tract and the Northeast corner of said Golf Ranch tract;

THENCE North 00 deg. 37 min. 25 sec. West, along the East line of a tract of land described in deed to Badmore, Inc. recorded in County Clerk's File No. 94-0004639 of the Land Records of Collin County, Texas and the West line of the said 132.860 acre tract, a distance of 879.19 feet to a 1/2 inch iron rod found for the Northwest corner of the 132.860 acre tract;

THENCE North 89 deg. 12 min. 21 sec. East, along the South line of a tract of land described in deed to Westerra Stonebridge, L.P., recorded in County Clerk's File No. 96-0106740 of the Land Records of Collin County, Texas and the North line of the said 132.860 acre tract, a distance of 2959.04 feet to a 5/8 inch iron rod found for the Northeast corner of the 132.860 acre tract, said point being in the called centerline of County Road 154 and the called East line of said Naugle Survey;

THENCE South 00 deg. 39 min. 46 sec. East, along the said centerline and the said East line of Naugle Survey, a distance of 1392.32 feet to a 5/8" KHA capped iron rod set for corner;

(Continued)

SAMPLE

TRACT 12

LEGAL DESCRIPTION

THENCE leaving the said centerline of County Road 154 and said East line as follows:

South 89 deg. 20 min. 16 sec. West, a distance of 572.34 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 39 min. 44 sec. East, a distance of 569.17 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 132.860 acre tract and the said Naugle Survey;

THENCE North 89 deg. 33 min. 04 sec. East, a distance of 556.49 feet to a 5/8" KHA capped iron rod set for corner in the called West line of County Road No. 154 and the East line of the 157.859 acre tract;

THENCE South 00 deg. 52 min. 11 sec. East, along the called West line of County Road No. 154, a distance of 1712.01 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said West line of County Road 154 and said East line of the 157.859 acre tract as follows:

South 89 deg. 33 min. 04 sec. West, a distance of 882.66 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 30 min. 07 sec. East, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 157.859 acre tract and the North right-of-way line of F.M. Highway 720;

THENCE South 89 deg. 26 min. 34 sec. West, along the said North right-of-way line, a distance of 1212.75 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the North right-of-way line of F.M. Highway 720 as follows:

North 01 deg. 17 min. 33 sec. West, a distance of 509.08 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 49 min. 01 sec. West, a distance of 555.13 feet to the POINT OF BEGINNING and containing 258.695 acres of land, more or less.

UNOFFICIAL

TRACT 13

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the John Phillips Survey, Abstract No. 718, and being a part of a 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the northwest corner of said 160.081 acre tract, said point being in the east line of a tract of land described as Tract One, conveyed to Craig Ranch II, L.P. as described in Volume 4757, Page 2174, Collin County Deed Records, said point being in the center of County Road No. 148 (a asphalt road);

THENCE North 89 degrees 09 minutes 05 seconds East, 418.20 feet along the north line of said 160.081 acre tract of land to a one-half inch iron rod set for the POINT OF BEGINNING, said point being in the south line of a tract of land conveyed to Collin Investments, Ltd. as recorded in Clerk's Document Number 95-0001950, Collin County Deed Records;

THENCE North 89 degrees 09 minutes 05 seconds East, 685.35 feet along the north line of said 160.081 acre tract of land and the south line of said Collin Investments tract of land to a one-half inch iron rod set for corner;

THENCE South 18 degrees 44 minutes 03 seconds East, 143.17 feet to a one-half inch iron rod set for corner;

THENCE South 12 degrees 32 minutes 05 seconds East, 81.27 feet to a one-half inch iron rod set for corner;

THENCE South 02 degrees 17 minutes 30 seconds East, 73.51 feet to a one-half inch iron rod set for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, 126.37 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 117.60 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 15 minutes 48 seconds East, 184.07 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 196.00 feet to a one-half inch iron rod set for corner;

THENCE South 17 degrees 02 minutes 44 seconds East, 190.53 feet to a one-half inch iron rod set for corner;

UNOFFICIAL

TRACT 13

THENCE South 04 degrees 34 minutes 34 seconds East, 73.69 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 32 minutes 28 seconds West, 81.95 feet to a one-half inch iron rod set for corner;

THENCE South 10 degrees 29 minutes 47 seconds West, 80.68 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 45 minutes 01 seconds East, 77.29 feet to a one-half inch iron rod set for corner;

THENCE South 52 degrees 42 minutes 34 seconds East, 77.59 feet to a one-half inch iron rod set for corner;

THENCE South 41 degrees 30 minutes 37 seconds East, 102.01 feet to a one-half inch iron rod set for corner;

THENCE South 23 degrees 58 minutes 22 seconds East, 86.82 feet to a one-half inch iron rod set for corner;

THENCE South 04 degrees 38 minutes 16 seconds East, 109.87 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 28 minutes 37 seconds East, 94.07 feet to a one-half inch iron rod set for corner;

THENCE South 48 degrees 54 minutes 51 seconds East, 183.30 feet to a one-half inch iron rod set for corner;

THENCE South 46 degrees 51 minutes 41 seconds East, 128.91 feet to a one-half inch iron rod set for corner;

THENCE South 33 degrees 14 minutes 49 seconds East, 101.88 feet to a one-half inch iron rod set for corner;

THENCE South 25 degrees 06 minutes 47 seconds East, 97.37 feet to a one-half inch iron rod set for corner;

THENCE South 64 degrees 53 minutes 13 seconds West, 1173.25 feet to a one-half inch iron rod set for corner, said iron being in the south line of said 160.081 acre tract of land and in the north line of a tract of land conveyed to Johnson Centre, LTD. as recorded in Volume 4505, Page 2460, Collin County Deed Records;

THENCE South 89 degrees 02 minutes 33 seconds West, 713.95 feet along the south line of said

UNOFFICIAL

TRACT 13

160.081 acre tract of land and the north line of said Johnson tract of land to a five-eighths inch iron rod found for the southwest corner of said 160.081 acre tract of land, and being the northwest corner of said Johnson tract of land, and being in the east line of a tract of land conveyed to Windswept Place South, LTD. as recorded in Clerk's Document Number 96-0006543, Collin County Deed Records, said point being in the center of County Road No. 148;

THENCE North 00 degrees 56 minutes 39 seconds West, 481.50 feet passing a one-half inch iron rod found for the northeast corner of said Windswept Place South tract of land, said point being the southeast corner of a tract of land conveyed to Windswept Place North, LTD. as recorded in Clerk's Document Number 96-0006535, Collin County Deed Records, in all a total distance of 1358.44 feet along the west line of said 160.081 acre tract of land and along the center of said County Road No. 148 to a five-eighths inch iron rod found for the northeast corner of said Windswept Place North tract of land, said point being the southeast corner of said Tract One;

THENCE North 01 degrees 18 minutes 37 seconds West, 747.93 feet along the west line of said 160.081 acre tract of land and along the east line of said Tract One, and along the center of said County Road No. 148 to a one-half inch iron rod set for corner;

THENCE North 88 degrees 49 minutes 14 seconds East, 413.65 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 50 minutes 55 seconds West, 562.85 feet to the POINT OF BEGINNING and containing 3,267,315 square feet or 75.007 acres of land, more or less.

UNOFFICIAL

TRACT 14

BEING a 47.300 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, in the City of McKinney, Collin County, Texas and being a portion of a 10.000 acre tract of land described in a deed to Betty C. Williams recorded in Volume 3044, Page 916 of the Deed Records of Collin County, Texas (DRCCT) and being a portion of a 60.000 acre tract of land described in deed to William R. Wines recorded in Volume 4173, Page 2654 (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the southeast corner of a 28.132 acre tract of land according to the deed recorded in Volume 4558, Page 617 (DRCCT) and being located in the westerly line of said 60.000 acre tract of land and being located in the new right-of-way line of State Highway No. 121 (a variable width right-of-way) described in a deed to the State of Texas recorded in Volume 4577, Page 2372 (DRCCT);

THENCE departing the new right-of-way line of said State Highway No. 121 North 00 degrees 02 minutes 25 seconds East a distance of 2,142.99 feet to a 5/8 inch iron rod set for the northwest corner of said 60.000 acre tract of land and being the northeast corner of said 28.132 acre tract of land and being located in the southerly line of a 39.1735 acre tract of land according to the deed recorded in Collin County Clerk's File No. 93-0099696 (DRCCT);

THENCE along the northerly line of said 60.000 acre tract of land North 89 degrees 57 minutes 45 seconds East a passing distance of 607.82 feet to the southeast corner of said 39.1735 acre tract of land and the southwest corner of a tract of land described as "The Estate of Robert William Floyd, Deceased" according to the deed recorded in Volume 3878, Page 1487 (DRCCT), in all, a total distance of 761.79 feet to a 5/8 inch iron rod set for corner located in the future centerline of Stacy Road (a proposed 130 feet wide right-of-way);

THENCE along the centerline of said future Stacy Road South 24 degrees 51 minutes 10 seconds East a distance of 1,577.77 feet to a 5/8 inch iron rod set for corner in the new right-of-way line of said State Highway No. 121 according to the deed recorded in Volume 4552, Page 1366 (DRCCT);

THENCE along the new right-of-way line of said State Highway No. 121 as follows:

South 65 degrees 08 minutes 50 seconds West a distance of 74.42 feet to a concrete monument (Tx DOT No. 798) found for corner;

South 28 degrees 16 minutes 39 seconds West a distance of 25.00 feet to a 5/8 inch iron rod set for corner;

South 65 degrees 08 minutes 50 seconds West a passing distance of 71.23 feet to a concrete monument (Tx DOT No. 805) found for corner located in the westerly line of said 10.000 acre tract of land and the easterly line of said 60.000 acre tract of land, in all, a total distance of 460.31 feet to a concrete monument (Tx DOT No. 779) found for corner;

UNOFFICIAL

TRACT 14

THENCE South 68 degrees 20 minutes 41 seconds West a distance of 333.72 feet to a 5/8 inch iron rod set for corner;

THENCE South 61 degrees 05 minutes 31 seconds West a distance of 707.33 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 47.300 acres or 2,060,406 square feet of land, more or less.

UNOFFICIAL

TRACT 15

BEING all that tract of land in the City of McKinney, Collin county, Texas, a part of the George White Survey, Abstract No. 993, a part of a 45.643 acre tract of land conveyed to Rowlett 46, LLC as recorded in Volume 4963, Page 3243, Collin County Deed Records, and being further described as follows:

BEGINNING at a one and one-half inch iron pipe found at the southeast corner of said 45.643 acre tract, said point being the southwest corner of a tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, said point being in the North line of F.M. 720 (80 foot right-of-way);

THENCE South 89 degrees 05 minutes 06 seconds West, along the south line of said 45.643 acre tract and the north line of F.M. 720, passing at 139.76 feet a five-eighths inch iron rod found, in all a total distance of 323.04 feet to the southwest corner of said 45.643 acre tract, said point being in the centerline of Rowlett Creek;

THENCE along the centerline of Rowlett Creek and the west line of said 45.643 acre tract as follows:

North 28 degrees 05 minutes 59 seconds West, 441.17 feet to a point for corner;

North 26 degrees 29 minutes 21 seconds West, 626.18 feet to a point for corner;

North 22 degrees 28 minutes 57 seconds West, 170.56 feet to a point for corner;

North 16 degrees 24 minutes 12 seconds West, 107.20 feet to a point for corner;

North 21 degrees 22 minutes 13 seconds West, 89.29 feet to a point for corner;

North 13 degrees 14 minutes 12 seconds West, 117.11 feet to a point for corner;

North 12 degrees 53 minutes 16 seconds East, 84.08 feet to a point for corner;

North 30 degrees 25 minutes 44 seconds East, 101.82 feet to a point for corner;

North 28 degrees 47 minutes 35 seconds East, 202.47 feet to a point for corner;

North 03 degrees 22 minutes 54 seconds West, 136.67 feet to a point for corner;

North 09 degrees 23 minutes 44 seconds West, 174.74 feet to a point for corner;

North 17 degrees 51 minutes 01 seconds West, 153.75 feet to a point for corner;

North 29 degrees 19 minutes 14 seconds West, 155.76 feet to a point for corner;

North 14 degrees 02 minutes 10 seconds West, 81.82 feet to a point for corner;

North 01 degrees 40 minutes 15 seconds East, 164.74 feet to the northwest corner of said 45.643 acre tract;

THENCE North 89 degrees 03 minutes 46 seconds East, along the north line of said 45.643 acre tract, passing at 123.15 feet a five-eighths inch iron rod found, in all a total

(Continued)

UNOFFICIAL

TRACT 15

LEGAL DESCRIPTION

distance of 395.47 feet to a one-half inch iron rod found at the northwest corner of a tract of land conveyed to Frisco Independent School District, described as Tract 1 as recorded in Volume 5025, Page 827, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 518.63 feet to a one-half inch iron rod found at the southwest corner of said Tract 1;

THENCE North 89 degrees 42 minutes 29 seconds East, 563.75 feet to a one-half inch iron rod found at the southeast corner of said Tract 1, said point being in the east line of said 45.643 acre tract, said point being in the west line of a tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 2074.58 feet along the east line of said 45.643 acre tract to the POINT OF BEGINNING and containing 1,694,028 square feet or 38.890 acres of land.

UNOFFICIAL

TRACT 16

BEING a 18.069 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461, in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, Ltd., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, and being more particularly described as follows (Bearings system based on the monuments found along the northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8 inch KHA capped iron rod set in the called West line of County Road No. 154 for the North right-of-way line of F.M. Highway 270 for the Southeast corner of the said 157.859 acre tract;

THENCE along the said North right-of-way line as follows:

South 89 deg. 29 min. 34 sec. West, a distance of 670.56 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 26 min. 34 sec. West, a distance of 217.80 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said North right-of-line as follows:

North 00 deg. 30 min. 07 sec. West, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner;

North 89 deg. 33 min. 04 sec. East, a distance of 882.66 feet to a 5/8" KHA capped iron rod set in the called West line of County Road No. 154;

THENCE South 00 deg. 52 min. 11 sec., along the called West line of County Road No. 154, a distance of 888.39 feet to the POINT OF BEGINNING and containing 18.069 acres of land, more or less.

UNOFFICIAL

12 acres

SITUATED in the State of Texas, County of Collin, being part of the G.S. Baccus Survey, Abstract No. 95, being all of a 12.00 acre tract of land recorded in Volume 4067, Page 100 (CC# 97-0109749)of the Collin County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Custer Road (F.M. Highway 2478 - 120 foot R.O.W.) marking the southwest corner of the premises herein described and the southwest corner of said 12 acre tract;

THENCE with the east right-of-way line of Custer Road, the west line of said premises and the west line of said 12 acre tract as follows:

North 00°11'08" East, 462.17 feet to a capped R.O.W. Monument found for corner;

North 00°02'29" East, 62.26 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking the northwest corner of said premises;

THENCE departing said east right-of-way line and along the north line of said premises, North 89°47'08" East, 993.52 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking its northeast corner;

THENCE with the east line of said premises, South 00°11'08" West, 526.61 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking its southeast corner in the south line of said 50 acre tract;

THENCE with the south line of said premises and the south line of said 50 acre tract, South 89°59'31" West, 993.34 feet to the place of beginning and containing 522,720 square feet or 12.00 acres of land, more or less.

UNOFFICIAL

TRACT I: 23 ACRES

SITUATED in the State of Texas, County of COLLIN, being part of G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 35 acre tract of land recorded in Volume 4354, Page 1799 of the COLLIN County Land Records with said premises being more particularly described as follows:

BEGINNING at a point in the centerline of F. M. Road No. 720 marking the Northeast corner of said 35 acre tract, from which a 1/2 inch iron rod set for reference bears South 00 degrees 30 minutes 55 seconds West, 40.00 feet;

THENCE departing said roadway along the East line of said 35 acre tract and the West line of a McKinney SPCA Addition as follows:

South 00 degrees 30 minutes 55 seconds West, passing at 40.00 feet said reference 1/2 inch iron rod, passing at 45.00 feet a 5/8 inch reference iron rod and continuing for a total distance of 539.45 feet to a 1/2 inch iron rod found;

South 00 degrees 10 minutes 30 seconds West, 855.24 feet to a 1/2 inch iron rod found marking the Southeast corner of said 35 acre tract, the Southwest corner of said addition, and being in the North line of a 79.542 acre tract recorded in Volume 4757, Page 2157 of the COLLIN County Land Records;

THENCE with the South line of said 35 acre tract and the North line of said 79.642 acre tract, South 89 degrees 59 minutes 31 seconds West, 559.49 feet to a Roome 1/2 inch capped iron set marking the Southwest corner of said premises and the Southeast corner of a 12.00 acre tract recorded under County Clerk No. 97-0109749 of the COLLIN County Land Records;

THENCE with a West line of said premises and the East line of said 12.00 acre tract, North 00 degrees 11 minutes 08 seconds East, 528.01 feet to a Roome 1/2 inch capped iron set marking an interior of said premises and the Northeast corner of said 12.00 acre tract;

THENCE with a South line of said premises and the North line of said 12.00 acre tract, South 89 degrees 47 minutes 08 seconds West, 340.17 feet to a Roome 1/2 inch capped iron set marking the most Westerly Southwest corner of said premises, an interior corner of said 35 acre tract and the Southwest corner of a 15.00 acre tract of land recorded in Volume 4423, Page 1178 of the COLLIN County Land Records;

THENCE with the Westerly line of said premises, 35 acre tract and the Easterly line of said 15.00 acre tract as follows:

North 00 degrees 12 minutes 52 seconds West, 250.06 feet to a Roome 1/2 inch capped iron set;

North 44 degrees 47 minutes 08 seconds East, 220.00 feet to a Roome 1/2 inch capped iron set;

North 00 degrees 12 minutes 52 seconds West, passing at 430.00 feet a Roome 1/2 inch capped iron set for reference and continuing for a total distance of 470.00 feet to the Northwest corner of said premises in the centerline of F.M. 720;

THENCE with the centerline of F.M. 720 along the North line of said 35 acre tract, North 89 degrees 47 minutes 08 seconds East, 753.17 feet to the POINT OF BEGINNING and containing 23.00 acres of land, more or less.

UNOFFICIAL

TRACT II:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed dated September 23, 1997, executed by Gallatin Partnership Fund, Ltd., to Presbyterian Investors Fund, Inc., filed September 29, 1997, recorded under County Clerk's file number 97-0081808 (Volume 4007, Page 991), Deed Records of COLLIN County, Texas;

Situated in the State of Texas, County of COLLIN, being part of the G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 50 acre tract of land recorded under County Clerk No. 94-0103349 of the COLLIN County Deed Records and being more particularly described as follows:

COMMENCING for reference at the Northeast corner of said 50 acre tract, said corner being in the approximate centerline of F.M. Road No. 720;

THENCE with the approximate centerline of F.M. Road No. 720 and the North line of said 50 acre tract, South 89 degrees 47 minutes 08 seconds West, 752.72 feet to a point;

THENCE departing said centerline and North line of said 50 acre tract, South 00 degrees 12 minutes 52 seconds East, 40.00 feet to the POINT OF BEGINNING and the Northeast corner of the premises herein described, said corner being in the South line of said 1.436 acre road easement;

THENCE with the East line of said premises, South 00 degrees 12 minutes 52 seconds East, 15.00 feet to the Southeast corner of said premises;

THENCE parallel with and 15 feet South of the South line of said 1.436 acretract, South 89 degrees 47 minutes 08 seconds West, 764.23 feet to a corner clip;

THENCE South 45 degrees 08 minutes 24 seconds West, 28.87 feet to a point 15 feet East of the East right-of-way line of Custer Road;

THENCE parallel to and 15 feet East of the East right-of-way line of Custer Road as follows:

South 00 degrees 02 minutes 29 seconds West, 161.50 feet;

South 00 degrees 50 minutes 13 seconds West, 360.03 feet;

South 00 degrees 02 minutes 29 seconds West, 258.51 feet to a point marking its most Southerly Southeast corner;

THENCE with the most Southerly South line of said premises, South 89 degrees 47 minutes 08 seconds West, 15.00 feet to a capped iron rod found (stamped R.P.L.S. 4051) in the East right-of-way line of Custer Road and the Westline of said 50 acre tract;

THENCE with the East right-of-way line of Custer Road and the West line of said 50 acre tract as follows:

North 00 degrees 02 minutes 29 seconds East, 258.58 feet;

North 00 degrees 50 minutes 13 seconds East, 360.03 feet;

North 00 degrees 02 minutes 29 seconds East, 187.53 feet to a corner clip;

THENCE North 45 degrees 08 minutes 24 seconds East, 42.05 feet to a point in the South line of said 1.436 acre road easement;

THENCE with the South line of said 1.436 acre tract, North 89 degrees 47 minutes 08 seconds East, 770.39 feet to the PLACE OF BEGINNING and CONTAINING 24,092 square feet or 0.553 acre of land,

OFFICIAL COPY

more or less.

TRACT III:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed, executed by 158 Custer, Ltd., to Gallatin Partnership Fund, Ltd., recorded under County Clerk's File No. 94-0103349, Land Records, COLLIN County, Texas:

SITUATED in COLLIN County, Texas, in the G. S. BACCUS SURVEY, ABSTRACT NO. 96, being a resurvey of part of the 162.75 acres of land First Tract as described in a Deed from S. P. Bush, et al to Mrs. Pricie Allen dated December 7, 1915, recorded in Volume 182, Page 154 of the COLLIN County Deed Records, being described by metes and bounds as follows:

COMMENCING at a point in the North line of said Baccus Survey, in the center of Farm Road No. 720, at the Northeast corner of said 162.75 acre tract and the Northwest corner of a 74.993 acre tract;

THENCE South 0 degrees 14 minutes 35 seconds East, 40.0 feet to an existing iron pin found beside a corner post, in the East line of said 162.75 acre tract and in the South right of way line easement of Farm Road No. 720 for a PLACE OF BEGINNING;

THENCE South 0 degrees 14 minutes 35 seconds East, 15.0 feet with said East line to a point for a corner;

THENCE South 89 degrees 47 minutes 09 seconds West, 858.99 feet to a point in the East line of the 2.00 acres of land described in a Deed from Pricie Bush Allen to Clarence Lee Reynolds, Sr. recorded in Volume 735, Page 669 of the COLLIN County Deed Records;

THENCE North 0 degrees 27 minutes East, 15.0 feet with said East line to an existing iron pin found at the Northeast corner of said 2.00 acre tract, in the South right of way line easement of Farm Road No. 720 for a corner;

THENCE North 89 degrees 47 minutes 09 seconds East, 856.8 feet with said South right of way line easement to the PLACE OF BEGINNING and CONTAINING 0.2957 acre of land, more or less.

UNOFFICIAL

CRAIG RANCH NORTH

BEING ALL OF THE REAL PROPERTY described in Appendix A of the Declaration of Covenants, Conditions and Restrictions for Craig Ranch North, recorded on December 6, 2002, as Document No. 2002-0180938, In Volume 05311, Page 00445, Real Property Records, Collin County, Texas, as supplemented by the annexation instruments recorded on July 2, 2003, as Document No. 2003-0125076, In Volume 5451, Page 005491; on March 5, 2004, as Document No. 2004-0031143, In Volume 5620, Page 01974; and on September 8, 2005, as Document No. 2005-0126338, In Volume 05998, Page 04558, Real Property Records, Collin County, Texas, which real property has been (or is being) platted as follows:

PHASE 1A - Record Plat, Craig Ranch North, Phase 1A, recorded on October 22, 2002, as Document No. 2002-0152740, in Cabinet O, Slide 204, Plat Records, Collin County, Texas, including common areas and the following 70 house lots:

BLOCK A: LOTS 1 - 9
BLOCK B: LOTS 1 - 15
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 18
BLOCK E: LOTS 1 - 5
BLOCK F: LOTS 1 - 7

PHASE 1B - Record Plat, Craig Ranch North, Phase 1B, recorded on October 23, 2002, as Document No. 2002-0154261, in Cabinet O, Slide 214, Plat Records, Collin County, Texas, including common areas and the following 102 house lots:

BLOCK E: LOTS 6 - 18
BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 1 - 12
BLOCK I: LOTS 1 - 14
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 22
BLOCK L: LOTS 2 - 9
BLOCK M: LOTS 1 - 6

PHASE 2A - Record Plat, Craig Ranch North, Phase 2A, recorded on May 2, 2003, as Document No. 2003-0080586, in Cabinet O, Slide 537, Plat Records, Collin County, Texas, including common areas and the following 119 house lots:

BLOCK L: LOTS 10 - 21
BLOCK M: LOTS 7 - 16
BLOCK N: LOTS 7 - 10
BLOCK T: LOTS 1 - 20
BLOCK U: LOTS 1 - 26
BLOCK W: LOTS 1 - 26
BLOCK X: LOTS 11 - 20
BLOCK Z: LOTS 20 - 30

PHASE 2B - Record Plat, Craig Ranch North, Phase 2B, recorded on November 4, 2003, as Document No. 2003-0219228, in Cabinet P, Slide 259, Plat Records, Collin County, Texas, including common areas and the following 104 house lots:

BLOCK AA: LOTS 1 - 25
BLOCK AB: LOTS 1 - 24
BLOCK AC: LOTS 1 - 24
BLOCK AD: LOTS 1 - 22
BLOCK AE: LOTS 14 - 22

UNOFFICIAL

PHASE 2C - Record Plat, Craig Ranch North, Phase 2C, recorded on May 2, 2003, as Document No. 2003-0080579, in Cabinet O, Slide 535, Plat Records, Collin County, Texas, including common areas and the following 88 house lots:

BLOCK M: LOTS 17 - 20
BLOCK N: LOTS 1 - 6
BLOCK O: LOTS 1 - 20
BLOCK Q: LOTS 1 - 22
BLOCK R: LOTS 1 - 19
BLOCK S: LOTS 1 - 17

PHASE 3 - Record Plat, Craig Ranch North, Phase 3, recorded on September 23, 2004, as Document No. 2004-0140343, in Cabinet P, Slide 905, Plat Records, Collin County, Texas, including common areas and the following 60 house lots:

BLOCK CG: LOTS 1 - 10
BLOCK CH: LOTS 1 - 14
BLOCK CI: LOTS 1 - 6
BLOCK CJ: LOTS 1 - 4
BLOCK CK: LOTS 1 - 10
BLOCK CL: LOTS 1 - 10
BLOCK CM: LOTS 1 - 6

PHASE 4 - Record Plat, Craig Ranch North, Phase 4, recorded on April 13, 2004, as Document No. 2004-0051837, in Cabinet P, Slide 594, Plat Records, Collin County, Texas, including common areas and the following 92 house lots:

BLOCK Y: LOTS 1 - 4
BLOCK Z: LOTS 1 - 19
BLOCK AE: LOTS 1 - 13
BLOCK AF: LOTS 1 - 22
BLOCK AG: LOTS 1 - 30
BLOCK AH: LOTS 1 - 4

PHASE 5 - Record Plat, Craig Ranch North, Phase 5, recorded on September 30, 2004, as Document No. 2004-0143396, in Cabinet P, Slide 921, Plat Records, Collin County, Texas, including common areas and the following 108 house lots:

BLOCK N: LOTS 11 - 20
BLOCK X: LOTS 1- 10 + 21
BLOCK Y: LOTS 5 - 22
BLOCK AH: LOTS 5 - 22
BLOCK AJ: LOTS 1 - 16
BLOCK AK: LOTS 1 - 18
BLOCK AL: LOTS 1 - 17

PHASE 6 - Record Plat, Craig Ranch North, Phase 6, recorded on July 8, 2004, as Document No. 2004-0100795, in Cabinet P, Slide 767, Plat Records, Collin County, Texas, including common areas and the following 123 house lots:

BLOCK G: LOTS 52 - 59
BLOCK Q: LOTS 14 - 17
BLOCK S: LOTS 10 - 14
BLOCK T: LOTS 10 - 16
BLOCK W: LOTS 15 - 27
BLOCK X: LOTS 1 - 30
BLOCK Y: LOTS 1 - 19
BLOCK Z: LOTS 1 - 16
BLOCK AA: LOTS 1 - 21

UNOFFICIAL

PHASE 7 - Record Plat, Craig Ranch North, Phase 7, recorded on April 20, 2005, as Document No. 2005-0051425, in Cabinet Q, Slide 323, Plat Records, Collin County, Texas, including common areas and the following 141 house lots:

BLOCK G: LOTS 37 - 48
BLOCK K: LOTS 12 - 15
BLOCK Q: LOTS 1 - 13 + 18 - 27
BLOCK R: LOTS 2 - 6
BLOCK S: LOTS 1 - 9 + 15 - 27
BLOCK T: LOTS 1 - 9 + 17 - 28
BLOCK U: LOTS 11 - 21
BLOCK V: LOTS 1 - 25
BLOCK W: LOTS 1 - 14 + 28 - 31

PHASE 8 - Record Plat, Craig Ranch North, Phase 8, recorded on April 20, 2005, as Document No. 2005-0051426, in Cabinet Q, Slide 325, Plat Records, Collin County, Texas, including common areas and the following 115 house lots:

BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 11 - 36
BLOCK H: LOTS 1 - 19
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 11 + 16 - 26
BLOCK L: LOTS 1 - 11
BLOCK U: LOTS 1 - 10

PHASE 9 - Record Plat, Craig Ranch North, Phase 9, recorded on October 20, 2005, as Document No. 2005-0148539, in Cabinet R, Slide 085, Plat Records, Collin County, Texas, including common areas and the following 103 house lots:

BLOCK A: LOTS 1 - 21
BLOCK B: LOTS 1 - 8
BLOCK D: LOTS 1 - 12
BLOCK E: LOTS 1 - 29
BLOCK F: LOTS 1 - 7 + 19 - 32
BLOCK G: LOTS 1 - 10
BLOCK H: LOTS 13 + 14

PHASE 10 - Record Plat, Craig Ranch North, Phase 10, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 115 house lots:

BLOCK B: LOTS 9 - 15
BLOCK C: LOTS 1 - 19
BLOCK D: LOTS 13 - 23
BLOCK L: LOTS 12 - 22
BLOCK M: LOTS 1 - 17
BLOCK N: LOTS 1 - 13
BLOCK P: LOTS 1 - 37

PHASE 11 - Record Plat, Craig Ranch North, Phase 11, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 103 house lots:

BLOCK A: LOTS 1 - 52
BLOCK B: LOTS 1 - 8
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 5
BLOCK H: LOTS 1 - 12 + 15 - 24

(End of Exhibit A)

UNOFFICIAL

BEING all that certain lot, tract or parcel of land out of the George F. Lucas Survey, Abstract No. 540 and the Oliver Hedgecoxe Survey, Abstract No. 392 in the City of McKinney, Texas, and being all or parts of the property described in deed to Collin Investments, Limited (known as McKinney Ranch, Ltd.) (called 79.71 acres) as recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 81.85 acres) as recorded in County Clerks File Number 95-0001951 of the Land Records of Collin County, Texas, and the property described in deed to McKinney Ranch, Ltd., (called 1.0003 acres) as recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas, and also being a part of the property described in deed to TCI McKinney Ranch by deed recorded in Volume 6074 at Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the intersection of the proposed North right of way line of Collin McKinney Parkway as shown on the Preliminary Plat thereof, with the East line of County Road No. 148, said point being North 01° 19' 55" West at a distance of 60.00 feet from the Southwest corner of the aforesaid 79.71 acre tract recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas and also being the Southwest corner of said TCI McKinney Ranch property;

THENCE North 01° 19' 55" West along the West line of said TCI McKinney Ranch tract and following along the East line of said County Road No. 148 and passing the Northwest corner of said 79.71 acre tract, same being the Southwest corner of the aforementioned 81.85 acre tract conveyed to Collin Investments by deed recorded in County Clerks File Number 95-0001951 and continuing in all for a distance of 2427.83 feet to a 5/8" iron rod found for corner, same being the Southwest corner of the aforementioned 1.0003 acre tract of land conveyed to McKinney Ranch by deed recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas;

THENCE North 01° 14' 28" West along the West line of said 1.0003 acre tract and continuing along the East line of said County Road No. 148 for a distance of 249.84 feet to a 5/8" iron rod found for the intersection of said East line of County Road No. 148 and the South right of way line of Proposed Stacy Road;

THENCE North 89° 30' 36" East and departing the East line of said County Road No. 148 and following along the South line of said proposed Stacy Road for a distance of 515.14 feet to a 5/8" iron rod found for corner;

THENCE South and departing the South right of way line of Proposed Stacy Road for a distance of 452.96 feet to a point for corner;

THENCE South 20° 45' 05" East for a distance of 459.21 feet to a point for corner;

THENCE South 17° 21' 27" East for a distance of 702.04 feet to a point for corner;

THENCE South 15° 32' 27" East for a distance of 1001.36 feet to a 5/8" iron rod set for corner in the North right of way line of the aforesaid Proposed Collin McKinney Parkway;

THENCE South 89° 08' 52" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 1097.40 feet to the POINT OF BEGINNING, and CONTAINING 44.5294 ACRES OF LAND more or less.

UNOFFICIAL

BEING all that certain lot, tract or parcel of land out of the George F. Lucas Survey, Abstract No. 540 and the Oliver Hedgecoxe Survey, Abstract No. 392 in the City of McKinney, Texas, and being all or parts of the property described in deed to Collin Investments, Limited (now known as McKinney Ranch, Ltd.) (called 19.99 acres) as recorded in County Clerks File Number 93-009695 of the Land Records of Collin County, Texas, the property described in deed to Collin Investments, Limited (called 39.1735 acres) as recorded in County Clerks File Number 93-0099696 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 79.71 acres) as recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 81.85 acres) as recorded in County Clerks File Number 95-0001951 of the Land Records of Collin County, Texas, and also being a part of the property described in deed to TCI McKinney Ranch by deed recorded in Volume 6074 at Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the intersection of the proposed North right of way line of Collin McKinney Parkway as shown on the Preliminary Plat thereof, with the East line of County Road No. 148, said point being North 01° 19' 55" West at a distance of 60.00 feet from the Southwest corner of the aforesaid 79.71 acre tract recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas and also being the Southwest corner of said TCI McKinney Ranch property;

THENCE North 01° 19' 55" West along the West line of said TCI McKinney Ranch tract and following along the East line of said County Road No. 148 and passing the Northwest corner of said 79.71 acre tract, same being the Southwest corner of the aforementioned 81.85 acre tract conveyed to Collin Investments by deed recorded in County Clerks File Number 95-0001951 and continuing in all for a distance of 2427.63 feet to a 5/8" iron rod found for corner, same being the Southwest corner of the aforementioned 1.0003 acre tract of land conveyed to McKinney Ranch by deed recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas;

THENCE North 01° 14' 28" West along the West line of said 1.0003 acre tract and continuing along the East line of said County Road No. 148 for a distance of 249.84 feet to a 5/8" iron rod found for the intersection of said East line of County Road No. 148 and the South right of way line of Proposed Stacy Road;

THENCE North 89° 30' 36" East and departing the East line of said County Road No. 148 and following along the South line of said proposed Stacy Road for a distance of 515.14 feet to the POINT OF BEGINNING for this description, said point being the beginning of a curve to the right having a central angle of 63° 58' 19" with a radius of 3435.00 feet and a chord bearing South 58° 30' 14" East at a distance of 3639.13 feet;

THENCE Southeasterly and continuing along said curve and following along the Southwesterly right of way line of said proposed Stacy Road to the right for an arc distance of 3835.26 feet to a 5/8" iron rod found for corner;

THENCE South 21° 48' 21" East and continuing along the proposed Southwest right of way line of Stacy Road for a distance of 150.00 feet to a 5/8" iron rod found for corner;

THENCE South 25° 22' 06" East and continuing along the proposed Southwest right of way line of Stacy Road for a distance of 126.68 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 89° 57' 31" with a radius of 66.00 feet and a chord bearing South 19° 36' 52" West at a distance of 93.30 feet, said point also being the northerly terminus point of the aforesaid Collin McKinney Parkway as shown on the preliminary plat thereof;

THENCE Southwesterly along said curve to the right and following along the proposed North right of way line of Collin McKinney Parkway for a distance of 103.62 feet to a 5/8" iron rod found for corner;

UNOFFICIAL

THENCE South 64° 35' 38" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 60.48 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 01° 44' 05" with a radius of 2430.00 feet and a chord bearing South 65°27' 40" West at a distance of 73.57 feet;

THENCE Southwesterly along said curve to the right and continuing along the proposed North right of way line of Collin McKinney Parkway for an arc distance of 73.57 feet to a 5/8" iron rod found for corner;

THENCE South 64° 17' 30" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 150.62 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 19° 40' 20" with a radius of 2440.00 feet and a chord bearing South 79° 42' 04" West at a distance of 833.65 feet;

THENCE Southwesterly along said curve to the right and continuing along the proposed North right of way line of Collin McKinney Parkway for an arc distance of 837.76 feet to a 5/8" iron rod set for corner;

THENCE South 89° 32' 14" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 1241.95 feet to a 5/8" iron rod set for corner;

THENCE South 89° 08' 52" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 221.38 feet to a 5/8" iron rod set for corner;
THENCE North 15° 32' 27" West for a distance of 1001.36 feet to a 5/8" iron rod set for corner in the North right of way line of the aforesaid Proposed Collin McKinney Parkway;

THENCE North 17° 21' 22" West for a distance of 702.04 feet to a point for corner;

THENCE North 20° 49' 06" West for a distance of 459.21 feet to a point for corner;

THENCE North for a distance of 462.98 feet to the POINT OF BEGINNING, and CONTAINING 123.9424 ACRES OF LAND more or less.

UNOFFICIAL

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 79.1201 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being all of Lot 1, Block A, McKinney Soccer Complex at Craig Ranch, an addition to the City of McKinney, Texas according to the plat recorded in Volume 2006, Page 842 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5008, Page 3635 of the said Deed Records; said 79.1201 acre tract being more particularly described as follows (bearing system is based on the said McKinney Soccer Complex at Craig Ranch addition):

BEGINNING, at a point in the northerly right-of-way line of Henneman Way (an 80-foot wide right-of-way); said point being the southwest corner of said Lot 1, Block A; said point also being the southeast corner of North Texas Athletic Complex at Craig Ranch, an addition to the City of McKinney according to the plat recorded in Cabinet P, Page 241 of the said Plat Records;

THENCE, departing the said northerly line of Henneman Way and along the common line between said McKinney Soccer Complex at Craig Ranch addition and said North Texas Athletic Complex at Craig Ranch addition, the following twenty one (21) calls:

North 25 degrees, 07 minutes, 42 seconds West, a distance of 57.36 feet to an angle point;

North 33 degrees, 15 minutes, 34 seconds West, a distance of 101.88 feet to an angle point;

North 46 degrees, 52 minutes, 35 seconds West, a distance of 128.91 feet to an angle point;

North 48 degrees, 55 minutes, 45 seconds West, a distance of 183.30 feet to an angle point;

North 14 degrees, 29 minutes, 31 seconds West, a distance of 94.07 feet to an angle point;

North 04 degrees, 39 minutes, 10 seconds West, a distance of 109.07 feet to an angle point;

North 23 degrees, 59 minutes, 16 seconds West, a distance of 86.82 feet to an angle point;

UNOFFICIAL

North 41 degrees, 31 minutes, 31 seconds West, a distance of 102.01 feet to an angle point;

North 52 degrees, 43 minutes, 28 seconds West, a distance of 77.59 feet to an angle point;

North 08 degrees, 45 minutes, 55 seconds West, a distance of 77.29 feet to an angle point;

North 10 degrees, 28 minutes, 53 seconds East, a distance of 80.68 feet to an angle point;

North 14 degrees, 31 minutes, 34 seconds East, a distance of 81.85 feet to an angle point;

North 04 degrees, 35 minutes, 28 seconds West, a distance of 73.69 feet to an angle point;

North 17 degrees, 03 minutes, 38 seconds West, a distance of 190.53 feet to an angle point;

North 13 degrees, 00 minutes, 56 seconds West, a distance of 196.00 feet to an angle point;

North 08 degrees, 16 minutes, 42 seconds West, a distance of 184.07 feet to an angle point;

North 13 degrees, 00 minutes, 57 seconds West, a distance of 117.60 feet to an angle point;

North 01 degrees, 19 minutes, 04 seconds East, a distance of 126.37 feet to an angle point;

North 02 degrees, 18 minutes, 24 seconds West, a distance of 73.51 feet to an angle point;

North 12 degrees, 32 minutes, 59 seconds West, a distance of 81.27 feet to an angle point;

North 18 degrees, 44 minutes, 57 seconds West, a distance of 80.12 feet to a point in the south right-of-way line of Collin McKinney Parkway (a 60-foot wide right-of-way); said point also being the northwest corner of said Lot 1, Block A;

UNOFFICIAL

THENCE, departing the said common line between McKinney Soccer Complex at Craig Ranch addition and North Texas Athletic Complex at Craig Ranch addition and along the said south line of Collin McKinney Parkway, the following three (3) calls:

North 89 degrees, 08 minutes, 11 seconds East, a distance of 220.07 feet to an angle point;

North 89 degrees, 31 minutes, 32 seconds East, a distance of 1242.79 feet to a point of the beginning of a tangent curve to the left;

In a northeasterly direction, along said curve to the left, having a central angle of 13 degrees, 45 minutes, 36 seconds, a radius of 2560.00 feet, a chord bearing and distance of North 82 degrees, 38 minutes, 44 seconds East, 613.33 feet, an arc distance of 614.80 feet to a point at the end of said curve;

THENCE, South 00 degrees, 38 minutes, 53 seconds East, departing the said south line of Collin McKinney Parkway and along the east line of said Lot 1, Block A and the east line of said VCIM Partners, L.P. tract, at a distance of 1062.09 feet passing a southeast corner of said Lot 1, Block A, continuing along said east line of VCIM Partners, L.P. tract in all a total distance of distance of 1517.16 feet to a point for corner in the said northerly line of Henneman Way;

THENCE, South 64 degrees, 52 minutes, 18 seconds West, along the said northerly line of Henneman Way, at a distance of 1011.54 feet passing a 1/2-inch iron rod found at a southeast corner of said Lot 1, Block A, continuing in all a total distance of 1546.05 feet to the POINT OF BEGINNING;

CONTAINING, 3,446,471 square feet or 79.1201 acres of land, more or less.

UNOFFICIAL

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 15.8615 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being part of Lot 2, Block A, Boston Pizzeria Highway 121 Addition, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet Q, Page 506 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5006, Page 3635 of the said Deed Records; said 15.8615 acre tract being more particularly described as follows (bearing system is based on the south right-of-way line of Henneman Way recorded in Volume 2007, Page 298 of the said Plat Records):

BEGINNING, at a point for corner in the southerly right-of-way line of Henneman Way (an 80-foot wide right-of-way), said point being the northernmost corner of that certain tract of land described as Tract 11 in Community Charter For Craig Ranch recorded in Volume 5625, Page 1378 of the said Deed Records; said point also being in the northwest line of said Lot 2, Block A;

THENCE, North 64 degrees, 52 minutes, 06 seconds East, along the said southerly line of Henneman Way and said northwest line of Lot 2, Block A, at a distance of 56.90 feet passing the northernmost corner of said Lot 2, Block A, continuing along said southerly line of Henneman Way, in all a total distance of 1508.49 feet to a 5/8-inch iron rod found for corner; said point being in the west line of that certain tract of land described in Deed to McKinney Seven Holdings recorded in Volume 5911, Page 5133 of the said Deed Records; said point also being in the east line of said VCIM Partners, L.P. tract;

THENCE, South 00 degrees, 29 minutes, 27 seconds East, departing the said southerly line of Henneman Way and along the common line between said VCIM Partners, L.P. tract and said to McKinney Seven Holdings tract, a distance of 537.58 feet to a 5/8-inch iron rod found for corner in the northerly right-of-way line of State Highway No. 121;

THENCE, along the said northerly line of State Highway No. 121, the following five (5) calls:

South 60 degrees, 30 minutes, 28 seconds West, a distance of 192.15 feet to a concrete monument found at an angle point;

South 64 degrees, 36 minutes, 24 seconds West, a distance of 933.85 feet to a point for corner;

UNOFFICIAL

North 87 degrees, 35 minutes, 02 seconds West, a distance of 19.95 feet to a concrete monument found for corner;

South 25 degrees, 11 minutes, 16 seconds East, a distance of 9.31 feet to a concrete monument fond for corner;

South 64 degrees, 44 minutes, 11 seconds West, at a distance of 83.50 feet passing the easternmost corner of said Lot 2, Block A, continuing in all a total distance of 96.37 feet to a point for corner; said point also being the easternmost corner of said Tract 11;

THENCE, North 30 degrees, 10 minutes, 52 seconds West, departing the said northerly line of State Highway No. 121 and along the northeast line of said Tract 11, a distance of 509.79 feet to the POINT OF BEGINNING;

CONTAINING, 690,928 square feet or 15.8615 acres of land, more or less.

UNOFFICIAL

BEING a 108.412 acre tract of land situated in the George White Survey, Abstract Number 993 in the City of McKinney, Collin County, Texas and being a portion of a called 155.340 acre tract of land described by deed to Jerry A. and Sharon L. McCutchin as recorded in Volume 3440, Page 128 of the Deed Records of Collin County Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 155.340 acre tract of land and being located in the east right-of-way line of Custer Road (FM 2478);

THENCE along the north line of said 155.340 acre tract of land, NORTH 89°40'41" EAST a distance of 1,645.40 feet to a point for corner near the center of Rowlett Creek;

THENCE departing the north line of said 155.340 acre tract of land and following the meanders of Rowlett Creek as follows:

SOUTH 01°49'15" WEST a distance of 164.74 feet to a point for corner;
SOUTH 13°53'10" EAST a distance of 81.82 feet to a point for corner;
SOUTH 29°10'14" EAST a distance of 155.76 feet to a point for corner;
SOUTH 17°42'01" EAST a distance of 153.75 feet to a point for corner;
SOUTH 09°14'44" EAST a distance of 174.74 feet to a point for corner;
SOUTH 03°13'54" EAST a distance of 136.67 feet to a point for corner;
SOUTH 28°56'35" WEST a distance of 202.47 feet to a point for corner;
SOUTH 30°34'44" WEST a distance of 101.32 feet to a point for corner;
SOUTH 13°02'16" WEST a distance of 84.08 feet to a point for corner;
SOUTH 13°05'12" EAST a distance of 117.11 feet to a point for corner;
SOUTH 21°13'13" EAST a distance of 89.29 feet to a point for corner;
SOUTH 16°15'12" EAST a distance of 107.20 feet to a point for corner;
SOUTH 22°19'57" EAST a distance of 170.56 feet to a point for corner;
SOUTH 26°20'21" EAST a distance of 626.18 feet to a point for corner;
SOUTH 27°49'06" EAST a distance of 425.79 feet to a point for corner located in the north line of a 1.140 acre right-of-way dedication for FM Road 720;

THENCE along the north line of said 1.140 acre right-of-way dedication for FM Road 720 as follows:

SOUTH 89°15'43" WEST a distance of 117.34 feet to a 5/8 inch iron rod found for the beginning of curve to the right having a radius of 1,335.00 feet and a chord bearing of North 89°26'33" West

Continuing along said curve to the right through a central angle of 02°35'24" for an arc length of 60.35 feet to a 5/8 inch iron rod found for the point of tangency;

UNOFFICIAL

NORTH 88°08'51" WEST a distance of 200.00 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,465.00 feet and a chord bearing of North 89°26'35" West;

Continuing along said curve to the left through a central angle of 02°35'25" for an arc length of 66.23 feet to a 5/8 inch iron rod found for the point of tangency;

SOUTH 89°15'43' WEST a distance of 1,270.16 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,165.00 feet and a chord bearing of South 87°35'25" West;

Continuing along said curve to the left through a central angle of 03°20'36" for an arc length of 67.98 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 85°55'07" WEST a distance of 124.41 feet to a 5/8 inch iron rod found for corner;

SOUTH 89°15'43" WEST a distance of 284.57 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 66.00 feet and a chord bearing of North 45°36'39" West;

Continuing along said curve to the right through a central angle of 90°15'30" for an arc length of 103.97 feet to a 1/2 inch iron rod found in the east right-of-way lie of said Custer Road (FM 2478) and being the west line of said 155.340 acre tract of land;

THENCE along the east right-of-way line of said Custer Road (FM 2478) as follows:

NORTH 00°24'00" WEST a distance of 141.37 feet to a 5/8 inch iron rod found for corner;
NORTH 00°52'39" WEST a distance of 600.02 feet to a 5/8 inch iron rod found for corner;
NORTH 00°24'00" WEST a distance of 1,787.14 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 108.412 acres or 4,722,412 square feet of land more or less.

LESS AND EXCEPT the following described tract of land:

BEING A 1.816 acre tract of land situated in the George White Survey, Abstract No. 993, City of McKinney, Collin County, Texas, and being a portion of a 108.412 acre tract of land conveyed to McKinney Seven Stacy, LP recorded in Clerk File 20070228000245990, Deed Records, Collin County, Texas (DRCCT), and being more particularly described as follows:

UNOFFICIAL

BEGINNING at a 1/2 inch iron rod set in the northerly right-of-way line of Stacy Road (F.M. No. 720) (a variable width of right-of-way) and being the most southerly southwest corner of said 108.412 acre tract, and also being the beginning of a curve to the right, having a radius of 66.00 feet and a chord bearing of NORTH 45°36'39" WEST;

THENCE along said curve to the right through a central angle of 90°15'30" for an arc length of 103.97 feet to a 1/2 inch iron rod found at the end of said curve and being the most westerly southwest corner of said 108.412 acre tract, and also being in the easterly right-of-way line of Custer Road (F.M. 2478) (a variable width right-of-way);

THENCE along the easterly right-of-way line of said Custer Road NORTH 00°24'00" WEST, a distance of 141.37 feet to a 5/8 inch iron rod set for an angle point, from which a Concrete Monument found for reference bears South 01°29'20" West, a distance of 3.50 feet;

THENCE continuing along the easterly right-of-way line of said Custer Road NORTH 00°52'39" WEST, a distance of 83.23 feet to a 5/8 inch iron rod set for corner;

THENCE departing the easterly right-of-way line of said Custer Road NORTH 89°15'43" EAST, a distance of 275.00 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 00°44'17" EAST, a distance of 290.90 feet to a 5/8 inch iron rod set for corner in the northerly right-of-way line of said Stacy Road;

THENCE along the northerly right-of-way line of said Stacy Road SOUTH 89°15'43" WEST, a distance of 209.63 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.816 acres or 79,126 square feet, more or less.

NOW KNOWN AS:

Lot 1, Block A, LOT 1, BLOCK A OF CUSTER-STACY ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof recorded in 2007-629, of the Map and Plat Records of COLLIN County, Texas.

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/25/2019 12:30:29 PM
$206.00 NPRECELLA
20190425000450820

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/15/2021 01:33:23 PM
$446.00 DFOSTER
20210715001428750

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2023000129970

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: November 10, 2023 02:20 PM

Number of Pages: 52

" Examined and Charged as Follows: "

Total Recording: $226.00

********** **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:	2023000129970
Receipt Number:	20231110000065
Recorded Date/Time:	November 10, 2023 02:20 PM
User:	Michelle W
Station:	Workstation cck106

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

TWENTIETH 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:

- RESOLUTION AMENDING TO EXHIBIT "F-200" (DEED RESTRICTIONS POLICIES & AUTHORITY TO FINE)

The forgoing dedicatory instrument 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 Twentieth 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; and (xix) as Document No. 2022000138091. The dedicatory instrument 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: David E. Pettus
Craig Ranch Community Association, Inc., Legal Counsel

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 10th DAY OF November 2023 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.

Jill M Pellar
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

NOTARY PUBLIC STATE OF TEXAS
JILL M. PELLAR
Notary Public, State of Texas
Comm. Expires 01-23-2025
Notary ID 130973810

EXHIBIT A

RESOLUTION AMENDING TO EXHIBIT "F-200"
RESIDENTIAL DEED RESTRICTIONS
(Deed Restrictions Policies & Authority to Fine)

WHEREAS, as permitted by Chapter 9 of the Amended and Restated Community Charter for Craig Ranch ("Charter") the Association's Board and Design Review Committee ("DCR") previously adopted "Exhibit 'F-200' Residential Deed Restrictions Policy & Authority to Fine which was filed of record in the Collin County Real Property Records as Document No. 20210715001428750 on July 15, 2021 ("Policy"); and

WHEREAS, the Board desires to amend only that part of the Policy dealing with enforcement and fines to comply with changes to the Texas Property Code ("Amendment").

NOW, THEREFORE, IT IS RESOLVED that Section 1 (Page 5) though Section 3, (page 6) of the Policy is removed and replaced, in the entirety, with the following:

1. Establishment of Violation. Any condition, use or activity which does not comply with the provisions of the Association's Governing Documents shall constitute a "Violation" under this Covenant Enforcement and Fining Policy for all purposes.

2. Report of Violation. The existent of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Policy, the delegate of the Board may include management staff of the Association ("Management"). It is the intent of this Policy that the Board will, at a minimum, delegate to Management the enforcement of certain types of Violations of a routine nature specifically defined by the Board. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

   a. Identification of the nature and description of the "Curable Violation(s)" or Uncurable Violation as defined by the Texas Property Code.

   b. Identification by street address of the Unit or Parcel on which the Violation(s) exists or has occurred.

   c. Identification of the authority establishing that the condition, use or activity constitutes a Violation.

   d. Date of the verification observation.

As soon as practical after the field observation report is prepared, the delegate will forward to the Owner of the Unit or Parcel in question written courtesy letter by first class mail of the discovery of a Curable Violation(s) ("Courtesy Letter"). The Owner will have ten (10) days from the receipt of the Courtesy Letter, or before the next inspection to cure or abate the Curable Violation(s).

3. Required Notice.

a. First Notice. If no response is received to the Courtesy Letter or upon the next inspection, and the Curable Violation has not been cured, and for all Uncurable Violation(s) as defined by the Texas Property Code ("Uncurable Violation"), the Board or its delegate shall notify the Owner of the Unit or Parcel by first-class mail or personal delivery and by certified mail, return receipt requested, that a Violation(s) has occurred or exists (the "First Notice"). The First Notice shall not be required to be sent prior to the Association's right to levy a fine or impose other sanctions if the Owner has previously received a First Notice relating to a substantially similar Violation within six (6) months of the current Violation. For purposes of this Policy, such an Owner shall be referred to as a "Repeat Offender". The First Notice shall contain, at a minimum, the following information:

i. The nature, description and location of the Violation(s), including any property damage caused by the Owner;

ii. The authority for establishing that the condition, use or activity constitutes a Curable or Uncurable Violation, including the authority for recovering property damages caused by the Owner;

iii. The proposed sanction to be imposed, including the amount of any fine in accordance with the Schedule of Fines recorded in the Real Property Records of Collin County, Texas on September 12. 2022 as Document No. 2022000138091 ("Schedule of Fines") incorporated herein for all purposes by reference, or the amount claimed to be due from the Owner for property damage;

iv. Notice that if the Curable Violation(s) is corrected or eliminated within a reasonable time after the Owner's receipt of the First Notice that a fine will not be assessed and that no further action will be taken;

v. The recipient may, on or before thirty (30) days from the receipt of the First Notice, deliver to the Association a written request for a hearing before the appropriate delegate;

vi. If the Curable Violation is not corrected or eliminated within the time period specified in the First Notice, or in the case where a written

request for a hearing for any Violation is not timely submitted on or before thirty (30) days from the receipt of the First Notice for any Violation, fine referenced in the First Notice may be imposed and that any attorney's fees and costs will be charged to the Owner; and

vii. The Owner may appeal any delegate's decision to the Board by written notice and subject to the further procedural requirements set forth in Section 5 herein.

4. Notice of Fine Application. A final notice of the Violation and the amount of the fine (the "Notice of Fine Application") will be sent by the Association to the Owner by regular first class mail or personal delivery, and by certified mail, return receipt requested, under any of the following situations:

a. Where, within thirty (30) days from the date of receipt by the Owner of the First Notice, either the Violation(s) has not been corrected or eliminated or the Association has not received a written request for a hearing;

b. In the case of an Incurable Violation; or

c. Where the Owner was previously notified of, and was given a reasonable opportunity to cure, a similar Violation within the preceding six (6) months.

5. Request for Board Hearing.

a Except as provided by Subsection (b) and only if the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a timely written request for a hearing within the time period prescribed in Section 3 herein (First Notice), to discuss and verify facts and resolve the matter in issue before the Board.

b. The Board will hold a timely requested hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

c The notice and hearing provisions in this Addendum to the Policy do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which Section 209.006 or 209.007 of the Texas Property Code applies, a party to the suit may file a motion to compel mediation. The notice and hearing provisions concerning a

matter covered by Section 209.006 or 209.007 of the Texas Property Code do not apply to a temporary suspension of an Owner's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Addendum.

c An Owner or the Association may use alternative dispute resolution services.

d Not later than 10 days before the Board holds a hearing pursuant to the terms of this Addendum to the Policy, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

e If the Association does not provide a packet within the period described by Subsection (d), the Owner is entitled to an automatic 15-day postponement of the hearing.

f During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

6. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any fine no further action will be taken (except for collection of any monies for which the Owner may become liable under this Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee to the Association for same, the amount of which is set by the Board or its delegate.

7. Referral to Legal Counsel. The Board or its delegate may refer any Violation to legal counsel for appropriate action at any time the Board or its delegate deems it to be in the best interests of the Association to do so. Any attorney's fees and related charges incurred by the Association in enforcing the Association's Governing Documents will be added to the fines imposed under this Policy and become an obligation of the Owner at issue.

8 Fines. The imposition of fines will be incurred in accordance with Schedule of Fines based upon a lump sum amount will be levied in accordance with the Schedule of Fines recorded in the Real Property Records of Collin County, Texas ad Document No. 2022000138091 on September 12, 2022 and attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

9. Notices.

Any notice required by this Policy to be given, sent, delivered or received in writing will, for all purposes, be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

i. Where the notice is directed by personal delivery, upon actual receipt by any person accepting delivery thereof at the address of the recipient as set for in such notice; or

ii. Where the notice is placed in the care and custody of the United States Postal Service, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the most recent address of the recipient according to the records of the sending party.

Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday nor United States Postal Service holiday.

Where the interests of an Owner have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Unit has been and is being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

10. Cure of Violation During Enforcement. An Owner or occupant may correct or eliminate a Curable Violation at any time during the pendency of any procedure prescribed by this Policy. Upon verification that the Curable Violation has been corrected or eliminated, the Curable Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Policy, which costs and fines, if not paid upon demand, will be referred to the Association for collection.

Where an Owner transfers record title to a Unit at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personally liable for all costs and fines under this Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Unit or Lot which is the subject of enforcement proceedings under this Policy, the Board or its delegate may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be personally liable for all costs and fines under this Policy which are the result of the new Owners' failure

and/or refusal to correct or eliminate the Curable Violation(s) in the time and manner specified under this Policy.

11. Definitions. The definitions contained in the Charter are hereby incorporated herein by reference for all purposes.

IT IS FURTHER RESOLVED that, subject to the changes set forth in this Amendment, the Policy is to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing Amendment to the Covenant Enforcement and Fining Policy was adopted by the Board of Directors at a meeting of same on 10/30/2023, and has not been modified, rescinded or revoked. Except as changed by this Amendment, the Covenant Enforcement and Fining Policy remains in full force and effect.

DATE: 10/30/23

Signature

President/Stephanie Miller

Title/Printed Name

EXHIBIT B
THE PROPERTY

TRACT I

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

BEGINNING at an "X" found in concrete, said point being the southeast corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 00 degrees 21 minutes 35 seconds West, 1256.02 feet along the west line of said Tract Two and along the east line of said Custer Road to a one-half inch iron rod found for corner, said point being the southwest corner of that tract of land conveyed to Redeemer Presbyterian Church of McKinney as recorded in Volume 4067, Page 100, Collin County Deed Records;

THENCE North 89 degrees 25 minutes 52 seconds East, 1123.39 feet along the north line of said Tract Two to a one-half inch iron rod set for corner;

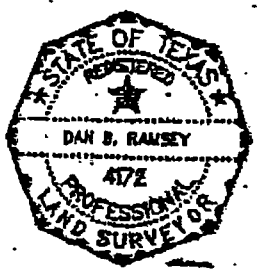
THENCE South 00 degrees 35 minutes 12 seconds East, 1255.92 feet to a one-half inch iron rod set for corner in the south line of said Tract Two, said point being in the north line of said Watan tract and in the south line of the G. Baccus Survey, Abstract No. 95;

THENCE South 89 degrees 25 minutes 35 seconds West, 1125.36 feet along the north line of said Watan tract and the south line of the G. Baccus Survey to the POINT OF BEGINNING and containing 1,414,064 square feet or 32.462 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172



TRACT 2

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

COMMENCING at an "X" found in concrete, said point being the southwest corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 89 degrees 25 minutes 35 seconds East, 1128.36 feet along the south line of said Tract Two and along the north line of said Watan tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE North 00 degrees 35 minutes 12 seconds West, 1255.92 feet to a one-half inch iron rod set for corner in the north line of said Tract Two;

THENCE North 89 degrees 25 minutes 52 seconds East, 491.96 feet along the north line of said Tract Two to a one-half inch iron rod found for corner, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

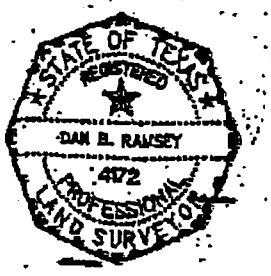
THENCE along the west line of said 153.80 acre tract as follows:
South 00 degrees 38 minutes 22 seconds West, 583.50 feet to a one-half inch iron rod found for corner;
South 32 degrees 43 minutes 48 seconds East, 756.92 feet to a five-eighths inch iron rod found for corner;
North 89 degrees 24 minutes 49 seconds East, 30.81 feet to a five-eighths inch iron rod found for corner;
South 00 degrees 35 minutes 11 seconds East, 30.01 feet to a five-eighths inch iron rod found for corner in the south line of said Tract Two, said point being in the north line of said Watan tract;

THENCE South 89 degrees 25 minutes 35 seconds West, 914.40 feet along the south line of said Tract Two and along the north line of said Watan tract to the POINT OF BEGINNING and containing 748,894 square feet or 17.192 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172



TRACT 3

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 16, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2997, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 285.346 acre tract, said point being the southwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE North 89 degrees 23 minutes 08 seconds East, 2646.02 feet to a one-half inch iron rod set at the northeast corner of said 285.346 acre tract, said point being the southeast corner of said Watan tract, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 285.346 acre tract as follows:

South 00 degrees 43 minutes 22 seconds East, 2002.44 feet to a five-eighths inch iron rod found for corner, said point being the most southerly southwest corner of said 153.80 acre tract;

South 00 degrees 44 minutes 02 seconds East, 40.44 feet to a one-half inch iron rod set for corner, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records;

THENCE South 80 degrees 49 minutes 26 seconds West, 208.32 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 147.41 feet along a curve to the right having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears South 84 degrees 50 minutes 45 seconds West, 147.28 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 52 minutes 03 seconds West, 2286.65 feet to a one-half inch iron rod set for corner in the west line of said 285.346 acre tract, said point being in the east line of Custer Road;

THENCE along the west line of said 285.346 acre tract and along the east line of Custer Road as follows:

Northwesterly, 660.28 feet along a curve to the right having a central angle of 03 degrees 19 minutes 07 seconds, a radius of 11399.19 feet, a tangent of 330.23 feet, whose chord bears North 02 degrees 03 minutes 32 seconds West, 660.18 feet to a right-of-way monument found for corner;

North 00 degrees 22 minutes 17 seconds West, 1446.26 feet to the POINT OF BEGINNING and containing 5,545,250 square feet or 127.301 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 4

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 18, a part of the J.J. DRIGGERS SURVEY, ABSTRACT NUMBER 274, a part of the SHADRICK JACKSON SURVEY, ABSTRACT NUMBER 498, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2987, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2184, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set at the southwest corner of said 285.346 acre tract, said point being in the north line of that 46.585 acre tract of land conveyed to Mixon Investment Company as recorded in Volume 785, Page 169, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE along the west line of said 285.346 acre tract and along east line of Custer Road as follows:
North 02 degrees 19 minutes 36 seconds East, 442.80 feet to a Right-of -Way monument found for corner;
Northwesterly, 1414.04 feet along a curve to the left having a central angle of 07 degrees 02 minutes 00 seconds, a radius of 11518.19 feet, a tangent of 707.91 feet, whose chord bears North 01 degrees 11 minutes 34 seconds West, 1413.16 feet to a to a Right-of -Way monument found for corner;
North 04 degrees 42 minutes 34 seconds West, 606.61 feet to a Right-of -Way monument found for corner;
Northwesterly, 201.25 feet along a curve to the right having a central angle of 01 degrees 00 minutes 42 seconds, a radius of 11399.19 feet, a tangent of 100.63 feet, whose chord bears North 04 degrees 13 minutes 27 seconds West, 201.25 feet to a one-half inch iron rod set for corner;

THENCE North 88 degrees 52 minutes 03 seconds East, 2286.85 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 147.41 feet along a curve to the left having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears North 84 degrees 50 minutes 45 seconds East, 147.28 feet to a one-half inch iron rod set for corner;

THENCE North 80 degrees 49 minutes 26 seconds East, 208.32 feet to a one-half inch iron rod set for corner in the east line of said 285.346 acre tract, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records;

THENCE South 00 degrees 44 minutes 02 seconds East, 40.44 feet along the east line of said 285.346 acre tract to a five-eighths inch iron rod found for corner, said point being the northwest corner of that 79.46 acre tract of land conveyed to Tournament Players Club of Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the west line of said 79.46 acre tract as follows:
South 08 degrees 52 minutes 06 seconds East, 758.39 feet to a five-eighths inch iron rod found for corner;
South 23 degrees 13 minutes 47 seconds East, 1372.14 feet to a five-eighths inch iron rod found for corner;
Southeasterly, 384.25 feet along a curve to the right having a central angle of 53 degrees 22 minutes 58 seconds, a radius of 205.76 feet, a tangent of 260.11 feet, whose chord bears South 70 degrees 09 minutes 04 seconds East, 343.11 feet to a five-eighths inch iron rod found for corner;
South 23 degrees 13 minutes 47 seconds East, 687.61 feet to a five-eighths inch iron rod found at the southwest corner of said 79.46 acre tract, said point being in the north line of that tract of land conveyed to the State of Texas as recorded in Volume 5355, Page 3032, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE South 66 degrees 18 minutes 55 seconds West, 1206.12 feet along the north line of State Highway No. 121 to a Right-of-Way monument found for corner, said point being in the west line of said 182.675 acre tract, said point being in the east line of that 30.347 acre tract of land conveyed to Mixon Investment Company as recorded in Volume 605, Page 446, Collin County Deed Records;

THENCE North 00 degrees 35 minutes 34 seconds West, 568.45 feet to a one-half inch iron rod found at the southeast corner of said 285.346 acre tract, said point being the northeast corner of said 30.347 acre tract;

THENCE South 89 degrees 00 minutes 28 seconds West, 2568.23 feet along the south line of said 285.346 acre tract to the POINT OF BEGINNING and containing 8,190,431 square feet or 188.026 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 5

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 96, a part of the WM. H. HOLIDAY SURVEY, ABSTRACT NUMBER 395, and being a part of that 74.880 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records, a part of that 75.074 acre tract of land conveyed to Craig Ranch II, LP as recorded in Volume 4757, Page 2165, Collin County Deed Records, a part of that 126.588 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 70.3460 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found for corner in the east line of said 74.880 acre tract, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Lehrer, et ux as recorded in Volume 1952, Page 107, Collin County Deed Records;

THENCE along the east line of said 74.880 acre tract and along the west line of said 130.945 acre tract as follows:

South 36 degrees 33 minutes 05 seconds West, 786.25 feet to a three-fourths iron pipe found for corner;

South 00 degrees 14 minutes 22 seconds East, 46.80 feet to a one-half inch iron rod set at the southwest corner of said 130.945 acre tract, said point being the northwest corner of said 126.588 acre tract;

THENCE North 89 degrees 18 minutes 47 seconds East, 361.54 feet along the north line of said 126.588 acre tract and along the south line of said 130.945 acre tract to a one-half inch iron rod set for corner;

THENCE South 25 degrees 40 minutes 22 seconds West, 581.83 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 181.69 feet along a curve to the right having a central angle of 37 degrees 08 minutes 48 seconds, a radius of 280.90 feet, a tangent of 94.16 feet, whose chord bears South 44 degrees 13 minutes 45 seconds West, 178.53 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 402.40 feet along a curve to the left having a central angle of 46 degrees 05 minutes 42 seconds, a radius of 500.00 feet, a tangent of 212.61 feet, whose chord bears South 39 degrees 43 minutes 47 seconds West, 391.83 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 162.73 feet along a curve to the right having a central angle of 31 degrees 11 minutes 39 seconds, a radius of 299.00 feet, a tangent of 75.31 feet, whose chord bears South 32 degrees 16 minutes 21 seconds West, 160.76 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 268.47 feet along a curve to the left having a central angle of 45 degrees 59 minutes 35 seconds, a radius of 334.50 feet, a tangent of 135.60 feet, whose chord bears South 34 degrees 52 minutes 28 seconds West, 249.64 feet to a one-half inch iron rod set for corner;

THENCE South 28 degrees 50 minutes 36 seconds East, 44.48 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 32 minutes 34 seconds West, 154.34 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 214.08 feet along a curve to the left having a central angle of 32 degrees 21 minutes 48 seconds, a radius of 378.00 feet, a tangent of 109.58 feet, whose chord bears South 15 degrees 37 minutes 51 seconds East, 211.24 feet to a one-half inch iron rod set for corner;

THENCE South 58 degrees 11 minutes 16 seconds West, 78.00 feet to a five-eighths inch iron rod found for corner in the east line 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5020, Page 3215, Collin County Deed Records;

THENCE along the east line of said 153.80 acre tract as follows:

Northwesterly, 177.21 feet along a curve to the right having a central angle of 22 degrees 36 minutes 48 seconds, a radius of 448.00 feet, a tangent of 89.77 feet, whose chord bears North 20 degrees 30 minutes 21 seconds West, 176.05 feet to a five-eighths inch iron rod found for corner;

Northeasterly, 348.79 feet along a curve to the left having a central angle of 71 degrees 33 minutes 27 seconds, a radius of 280.00 feet, a tangent of 144.13 feet, whose chord bears North 44 degrees 58 minutes 39 seconds West, 333.86 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 244.60 feet along a curve to the right having a central angle of 65 degrees 20 minutes 14 seconds, a radius of 214.50 feet, a tangent of 137.22 feet, whose chord bears North 48 degrees 06 minutes 16 seconds West, 231.60 feet to a five-eighths inch iron rod found for corner;

North 13 degrees 26 minutes 09 seconds West, 549.72 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 213.63 feet along a curve to the left having a central angle of 07 degrees 29 minutes 51 seconds, a radius of 8170.00 feet, a tangent of 106.78 feet, whose chord bears North 16 degrees 10 minutes 04 seconds West, 213.53 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 1030.25 feet along a curve to the left having a central angle of 13 degrees 18 minutes 37 seconds, a radius of 4445.09 feet, a tangent of 517.44, whose chord bears North 14 degrees 59 minutes 34 seconds West, 1027.85 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 45.54 feet along a curve to the right having a central angle of 26 degrees 05 minutes 37 seconds, a radius of 100.00 feet, a tangent of 23.17 feet, whose chord bears North 08 degrees 35 minutes 04 seconds West, 45.16 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 132.23 feet along curve to the left having a central angle of 45 degrees 05 minutes 23 seconds, a radius of 168.00 feet, a tangent of 69.26 feet, whose chord bears North 18 degrees 34 minutes 57 seconds West, 128.80 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 216.12 feet along a curve to the left having a central angle of 09 degrees 45 minutes 09 seconds, a radius of 1270.09 feet, a tangent of 108.32 feet, whose chord bears North 42 degrees 30 minutes 05 seconds West, 215.86 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 368.84 feet along a curve to the right having a central angle of 23 degrees 54 minutes 01 seconds, a radius of 620.09 feet, a tangent of 188.98 feet, whose chord bears North 39 degrees 25 minutes 36 seconds West, 366.31 feet to a five-eighths inch iron rod found for corner;

North 13 degrees 28 minutes 36 seconds West, 359.77 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 198.47 feet along a curve to the right having a central angle of 11 degrees 48 minutes 45 seconds, a radius of 907.00 feet, a tangent of 99.56 feet, whose chord bears North 07 degrees 36 minutes 19 seconds West, 198.13 feet to a five-eighths inch iron rod found at the northeast corner of said 153.80 acre tract,

THENCE North 89 degrees 29 minutes 47 seconds West, 370.53 feet to a five-eighths inch iron rod found for corner in the west line of said 75.074 acre tract, said point being the northeast corner of said 153.80 acre tract;

THENCE North 00 degrees 30 minutes 14 seconds West, 60.07 feet to a point at the northeast corner of said 75.074 acre tract, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE North 89 degrees 06 minutes 13 seconds East, 50.00 feet to a point for corner in the north line of said 75.074 acre tract,

THENCE North 89 degrees 29 minutes 13 seconds East, 1799.67 feet to a point for corner in the north line of said 74.880 acre tract;

THENCE South 00 degrees 33 minutes 50 seconds East, 45.193 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 224.36 feet along a curve to the right having a central angle of 39 degrees 26 minutes 54 seconds, a radius of 326.00 feet, a tangent of 116.83 feet, whose chord bears South 19 degrees 09 minutes 31 seconds West, 219.99 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 195.44 feet along a curve to the left having a central angle of 40 degrees 52 minutes 05 seconds, a radius of 274.80 feet, a tangent of 102.09 feet, whose chord bears South 18 degrees 28 minutes 25 seconds West, 191.32 feet to a one-half inch iron rod set for corner;

TRACT 5

THENCE South 81 degrees 51 minutes 38 seconds East, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 837.65 feet along a curve to the right having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears South 82 degrees 55 minutes 37 seconds East, 834.56 feet to a one-half inch iron rod set for corner;

THENCE South 15 degrees 36 minutes 35 seconds West, 150.00 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 6.03 feet along a curve to the right having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears South 74 degrees 19 minutes 35 seconds East, 6.03 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 171.90 feet along a curve to the left having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears North 87 degrees 53 minutes 40 seconds East, 169.14 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 46 minutes 07 seconds East, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to the POINT OF BEGINNING and containing 4,327,308 square feet or 99.341 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL

TRACT 6

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, and being a part of that tract of land described as Tract One conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records and being further described as follows:

COMMENCING at a one-half inch iron rod found for corner in the east line of said Tract One, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Lahrar, et ux as recorded in Volume 1062, Page 107, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 07 seconds West, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE Southwesterly, 171.90 feet along a curve to the right having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears South 87 degrees 53 minutes 40 seconds West, 169.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 6.03 feet along a curve to the left having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears North 74 degrees 19 minutes 35 seconds West, 6.03 feet to a one-half inch iron rod set for corner;

THENCE North 15 degrees 36 minutes 35 seconds East, 110.00 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 837.65 feet along a curve to the left having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears North 82 degrees 55 minutes 37 seconds West, 834.56 feet to a one-half inch iron rod set for corner;

THENCE North 81 degrees 59 minutes 38 seconds West, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 195.44 feet along a curve to the right having a central angle of 40 degrees 52 minutes 00 seconds, a radius of 274.00 feet, a tangent of 102.09 feet, whose chord bears North 18 degrees 26 minutes 25 seconds East, 191.32 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 224.36 feet along a curve to the left having a central angle of 39 degrees 25 minutes 54 seconds, a radius of 326.00 feet, a tangent of 116.83 feet, whose chord bears North 19 degrees 09 minutes 31 seconds East, 219.96 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 33 minutes 50 seconds West, 451.93 feet to a point for corner in the north line of said Tract One, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE along the north line of said Tract One as follows:
North 89 degrees 26 minutes 13 seconds East, 141.57 feet to a point for corner;
North 89 degrees 29 minutes 13 seconds East, 680.97 feet to a point at the northeast corner of said Tract One, said point being the northwest corner of said 130.945 acre tract;

THENCE South 00 degrees 44 minutes 07 seconds East, along the east line of said Tract One and along the west line of said 130.945 acre tract, at 39.70 feet passing a three-fourths inch iron pipe found, in all a total of 1085.89 feet to the POINT OF BEGINNING and containing 830,714 square feet or 19.070 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2009.

Dan B. Rumsey, R.P.L.S. No. 4172

TRACT 7

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the B. BACCUS SURVEY, ABSTRACT NUMBER 85, a part of the WM. H. HOLDBY SURVEY, ABSTRACT NUMBER 365, a part of the G. F. LUCAS SURVEY, ABSTRACT NUMBER 540, a part of the THOMAS PHILLIPS SURVEY, ABSTRACT NUMBER 717, a part of the JOHN PHILLIPS SURVEY, ABSTARCT NUMBER 718, and being a part of that 20.00 acre tract of land conveyed to Craig Ranch II, L.P., as recorded in Volume 4757, Page 2167, Collin County Deed Records, a part of that 8.6149 acre tract of land conveyed to Craig Ranch II, L.P., as recorded in Volume 4757, Page 2170, Collin County Deed Records, a part of that 125.588 acre tract of land conveyed to Craig Ranch II, L.P., as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 10.3410 acre tract of land conveyed to Craig Ranch II, L.P., as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 80.362 acre tract of land conveyed to Craig Ranch II, L.P., as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P., as recorded in Volume 4757, Page 2184, Collin County Deed Records, a part of that 180.081 acre tract of land conveyed to Craig Ranch II, L.P., as recorded in Volume 4952, Page 1219, Collin County Deed Records, a part of that 35.691 acre tract of land conveyed to VCIM Partners, L.P., as recorded in Volume 5171, Page 3579, Collin County Deed Records, a part of that 15.00 acre tract of land conveyed to VCIM Partners, L.P., as recorded in Volume 6290, Page 3934, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 126.588 acre tract, said point being the northeast corner of that tract of land conveyed to Windswept Plano North, Ltd., as recorded in Document Number 96-0006836, Collin County Deed Records, said point being in the west line of North Texas Athletic Center at Craig Ranch, an addition to the City of McKinney as recorded in Cabinet F, Page 241, Collin County Plat Records;

THENCE South 89 degrees 36 minutes 05 seconds West, 1356.69 feet along the south line of said 126.588 acre tract to a railroad spike found for corner, said point being the northwest corner of said Windswept Plano North tract;

THENCE South 00 degrees 52 minutes 02 seconds East, 2304.43 feet to a one-half inch iron rod found at the southwest corner of said 35.691 acre tract, said point being in the west line of that tract of land conveyed to Windswept Plano South, Ltd. as recorded in Document Number 96-0006842, Collin County Deed Records, said point being in the north line of that tract of land conveyed to Flossie Floyd Green as recorded in Volume 442, Page 402, Collin County Deed Records;

THENCE South 89 degrees 30 minutes 13 seconds West, 1356.39 feet along the south line of said Green tract to a five-eighths inch iron rod found at the southwest corner of said 15.691 acre tract, said point being in the east line of said 182.675 acre tract;

THENCE South 00 degrees 50 minutes 00 seconds East, 695.70 feet along the east line of said 182.675 acre tract and along the west line of said Green tract to a one-half inch iron rod found for corner, said point being the northwest corner of said 8.6149 acre tract;

THENCE North 88 degrees 42 minutes 02 seconds East, 1013.83 feet along the north line of said 8.6149 acre tract and along the south line of said Green tract to a one-half inch iron rod set for corner, said point being in the northwest line of that 4.948 acre tract of land conveyed to the State of Texas as recorded in Volume 5185, Page 5047, Collin County Deed Records, said point being in the northwest line of State Highway No. 121 (variable width right-of-way);

THENCE along northwest line of State Highway No. 121 as follows:
South 45 degrees 19 minutes 31 seconds West, 1085.77 feet to a one-half inch iron rod found for corner in the west line of said 8.6149 acre tract, said point being in the east line of said 182.675 acre tract;
South 55 degrees 16 minutes 55 seconds West, 802.77 feet to a five-eighths inch iron rod found for corner, said point being the southwest corner of that 78.48 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P., as recorded in Volume 5080, Page 3215, Collin County Deed Records;

THENCE along the east line of said 78.48 acre tract as follows:
Northwesterly, 1697.25 feet along a curve to the right having a central angle of 33 degrees 16 minutes 14 seconds, a radius of 2920.00 feet, a tangent of 873.37 feet, whose chord bears North 16 degrees 49 minutes 10 seconds West, 1673.49 feet to a five-eighths inch iron rod found for corner;
North 06 degrees 49 minutes 57 seconds East, 305.11 feet to a five-eighths inch iron rod found for corner;
North 43 degrees 01 minutes 43 seconds West, 71.06 feet to a five-eighths inch iron rod found for corner;
North 11 degrees 52 minutes 22 seconds East, 80.59 feet to a five-eighths inch iron rod found for corner;
North 78 degrees 11 minutes 16 seconds West, 130.50 feet to a five-eighths inch iron rod found for corner;

THENCE South 80 degrees 49 minutes 38 seconds West, 1044.92 feet to a five-eighths inch iron rod found at the southwest corner of said 78.48 acre tract, said point being in the west line of said 80.362 acre tract, said point being in the east line of that 285.348 acre tract of land conveyed to VCIM Partners, L.P., as recorded in Volume 5093, Page 3216, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 02 seconds West, 80.36 feet along the west line of said 80.362 acre tract and along the east line of said 285.348 acre tract to a five-eighths inch iron rod found for corner, said point being the most southerly southeast corner of that 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P., as recorded in Volume 5080, Page 3215, Collin County Deed Records;

THENCE along the south and east line of said 153.80 acre tract as follows:
North 35 degrees 48 minutes 36 seconds East, 878.68 feet to a five-eighths inch iron rod found for corner;
Northeasterly, 391.39 feet along a curve to the left having a central angle of 68 degrees 59 minutes 59 seconds, a radius of 325.00 feet, a tangent of 221.36 feet, whose chord bears North 46 degrees 19 minutes 27 seconds East, 368.16 feet to a five-eighths inch iron rod found for corner;
North 11 degrees 49 minutes 29 seconds East, 472.22 feet to a five-eighths inch iron rod found for corner;
North 58 degrees 11 minutes 16 seconds East, 769.48 feet to a five-eighths inch iron rod found for corner;
North 31 degrees 48 minutes 46 seconds West, 332.66 feet to a five-eighths inch iron rod found for corner;

THENCE North 58 degrees 11 minutes 16 seconds East, 70.00 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 214.80 feet along a curve to the right having a central angle of 32 degrees 21 minutes 48 seconds, a radius of 378.00 feet, a tangent of 109.98 feet, whose chord bears North 15 degrees 37 minutes 51 seconds West, 211.24 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 32 minutes 34 seconds East, 154.34 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 50 minutes 39 seconds West, 44.48 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 256.47 feet along a curve to the right having a central angle of 45 degrees 89 minutes 35 seconds, a radius of 319.50 feet, a tangent of 135.80 feet, whose chord bears North 21 degrees 52 minutes 25 seconds East, 249.84 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 182.73 feet along a curve to the left having a central angle of 31 degrees 11 minutes 50 seconds, a radius of 289.50 feet, a tangent of 78.31 feet, whose chord bears North 32 degrees 16 minutes 21 seconds East, 159.85 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 402.40 feet along a curve to the right having a central angle of 45 degrees 06 minutes 42 seconds, a radius of 900.00 feet, a tangent of 212.61 feet, whose chord bears North 38 degrees 43 minutes 47 seconds East, 391.63 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 181.69 feet along a curve to the left having a central angle of 37 degrees 06 minutes 45 seconds, a radius of 280.50 feet, a tangent of 94.16 feet, whose chord bears North 44 degrees 13 minutes 45 seconds East, 178.53 feet to a one-half inch iron rod set for corner;

TRACT 7

THENCE North 25 degrees 49 minutes 22 seconds East, 584.83 feet to a one-half inch iron rod set for corner in the north line of said 128.558 acre tract, said point being in the south line of that 130.945 acre tract of land conveyed to Paul Latner, et ux as recorded in Volume 1052, Page 107, Collin County Deed Records;

THENCE North 89 degrees 18 minutes 47 seconds East, 2648.75 feet along the south line of said 130.945 acre tract to a PK nail set at the northeast corner of said 128.558 acre tract;

THENCE South 01 degrees 05 minutes 08 seconds East, 618.57 feet along the east line of said 128.558 acre tract to a five-eighths inch iron rod found for corner, said point being the northeast corner of said 150.081 acre tract

THENCE North 89 degrees 08 minutes 11 seconds East, 418.29 feet along the north line of said 150.081 acre tract to a one-half inch iron rod found for corner, said point being the most northerly northwest corner of said North Texas Athletic Center at Craig Ranch, said point being in the south line of that 79.71 acre tract of land conveyed to Collin Investments, Ltd, as recorded in Document Number 96-0001850, Collin County Deed Records;

THENCE along the west line of said North Texas Athletic Center at Craig Ranch as follows:
South 00 degrees 51 minutes 49 seconds East, 582.85 feet to a one-half inch iron rod found for corner;
South 88 degrees 48 minutes 18 seconds West, 412.55 feet to a one-half inch iron rod found for corner;
South 01 degrees 18 minutes 31 seconds East, 747.98 feet to the POINT OF BEGINNING and containing 14,305,587 square feet or 330.018 acres.

SURVEYOR'S CERTIFICATE

This plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2023.

Dan B. Ramsey R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

TRACT 8

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the J.J. NAUGLE SURVEY, ABSTRACT NUMBER 662, and being a part of that 132.880 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2153, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 89 degrees 33 minutes 04 seconds West, 572.35 feet along the south line of said 132.860 acre tract to a five-eighths inch iron rod found for corner, said point being in an east line of that 258.695 acre tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE North 00 degrees 39 minutes 44 seconds West, 323.57 feet along an east line of said 258.695 acre tract to a one-half inch iron rod found for corner, said point being the south corner of that tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 5270, Page 4269, Collin County Deed Records;

THENCE along the east line of said Tract Two as follows:

Northeasterly, 47.88 feet along a curve to the right having a central angle of 15 degrees 40 minutes 05 seconds, a radius of 175.00 feet, a tangent of 24.08 feet, whose chord bears North 14 degrees 42 minutes 11 seconds East, 47.71 feet to a one-half inch iron rod found for corner;

North 22 degrees 32 minutes 14 seconds East, 217.15 feet to a one-half inch iron rod found for corner, said point being in a south line of said 258.695 acre tract;

THENCE North 89 degrees 20 minutes 16 seconds East, 474.15 feet along a south line of said 258.695 acre tract to a 60D nail found for corner; said point being in the east line of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 00 degrees 39 minutes 46 seconds East, 571.30 along the east line of said 132.860 acre tract to the POINT OF BEGINNING and containing 315,073 square feet or 7.233 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 9

METES AND BOUNDS

WHEREAS VCIM PARTNERS, L.P. is the owner of a 3.90 acre tract of land situated in the R.C. Ingraham Survey, Abstract No. 461 and being a portion of that tract of land described as Tract 4 in deed to Craig Ranch II, L.P. as as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a point at the northeast corner of Lot 1, Block A of the VCIM Addition,

THENCE North 71 degrees 01 minutes 42 seconds East, 137.97 feet along the south line of Twin Oaks Drive to a point for corner;

Northeasterly, 153.25 feet along a curve to the right having a delta angle of 18 degrees 14 minutes 19 seconds, a radius of 481.43 feet, whose chord is 152.60 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE North 89 degrees 26 minutes 34 seconds East, 105.52 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE South 00 degrees 17 minutes 33 seconds East, 466.89 feet to a point for corner;

THENCE South 89 degrees 26 minutes 55 seconds West, 443.10 feet to a point for corner;

THENCE North 00 degrees 38 minutes 10 seconds West, 24.97 feet along east line of Arroyo Trail to a point for corner;

THENCE North 45 degrees 34 minutes 48 seconds West, 35.34 feet along east line of Arroyo Trail to a point for corner;

THENCE North 00 degrees 33 minutes 26 seconds West, 23.71 feet along east line of Arroyo Trail to a point for corner;

Northwesterly, 22.77 feet along a curve to the left having a delta angle of 4 degrees 00 minutes 30 seconds, a radius of 325.47 feet, whose chord is 22.77 feet along east line of Arroyo Trail to a point for corner;

THENCE North 71 degrees 01 minutes 42 seconds East, 175.21 feet to a point for corner;

THENCE North 18 degrees 58 minutes 18 seconds West, 260.66 feet to the POINT OF BEGINNING and containing 169,938 square feet or 3.90 acres of land, more or less.

UNOFFICIAL

TRACT 10

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the R.C. INGRAHAM SURVEY, ABSTRACT No. 461, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

COMMENCING at a one and one-half inch iron rod found at the southwest corner of said Tract 4, said point being the southeast corner of that 20.722 acre tract of land conveyed to Richard Dill as recorded in Volume 5262, Page 4328, Collin County Deed Records, said point being in the north line of F.M. 720 (variable width right-of-way);

THENCE North 41 deg. 06 min. 02 sec. East, 129.60 feet to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land, said point being in the east line of Arroyo Trail (variable width right-of-way);

THENCE along the east line of Arroyo Trail as follows:

Northwesterly, 81.72 feet along a curve to the left having a central angle of 14 deg. 24 min. 24 sec., a radius of 325.00 feet, a tangent of 41.08 feet, whose chord bears North 11 deg. 46 min. 32 sec. West, 81.51 feet to a one-half inch iron found for corner;

North 18 deg. 58 min. 18 sec. West, 179.80 feet to a one-half inch iron found for corner, said point being the intersection of the east line of Arroyo Trail with the south line of Twin Oaks Drive (46 foot right-of-way);

THENCE North 71 deg. 01 min. 42 sec. East, 165.00 feet along the south line of Twin Oaks Drive to a one-half inch iron set for corner;

THENCE South 18 deg. 58 min. 18 sec. East, 260.66 feet to a one-half inch iron set for corner;

THENCE South 71 deg. 01 min. 42 sec. West, 175.21 feet to the POINT OF BEGINNING and containing 43,282 square feet or 0.994 acres of land.

NOW ALSO KNOWN AS:

Lot 1, Block A, of Final Plat of Lot 1, Block A of the VCIM ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof, recorded in Volume P, Page 90, of the Map and Plat Records of COLLIN County, Texas.

UNOFFICIAL

TRACT 11

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the JOHN PHILLIPS SURVEY, ABSTRACT NUMBER 718, and being a part of that tract of land conveyed to Johnson Centre, Ltd. as recorded in Volume 4505, Page 2460, Collin County Deed Records, a part of that 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1218, Collin County Deed Records, and being further described as follows:

BEGINNING at a TX DOT monument found for corner in the north line of said Johnson Centre tract, said point being in the south line of said 160.081 acre tract, said point being the most northerly northwest corner of that tract of land conveyed to the State of Texas as recorded in Volume 4991, Page 2820, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE along the north line of State Highway No. 121 as follows:
South 64 degrees 32 minutes 45 seconds West, 382.22 feet to a TX DOT monument found for corner;
South 69 degrees 04 minutes 19 seconds West, 204.17 feet to a one-half inch iron rod set for corner;

THENCE North 25 degrees 07 minutes 42 seconds West, 485.06 feet to a one-half inch iron rod set for corner;

THENCE North 64 degrees 52 minutes 18 seconds East, 541.08 feet to a one-half inch iron rod set for corner;

THENCE South 30 degrees 09 minutes 56 seconds East, 509.82 feet to the POINT OF BEGINNING and containing 285,459 square feet or 6.554 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of September, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 12

BEING a 258.695 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461 and the J. J. Naugle Survey, Abstract No. 662 in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, part of the 132.860 acre tract of land described in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103208 of the Land Records of Collin County, Texas and being more particularly described as follows (Bearings system based on the monuments found along the Northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8" KHA iron rod set in the West line of the beforementioned 157.859 acre tract and the East line of the 155.3404 acre tract of land described in deed to Jerry A. McCutchin and Sharon L. McCutchin, recorded in Volume 3440, Page 128 of the Land Records of Collin County, Texas, from which a 1 1/2" iron pipe found in the North right-of-way line of F.M. Highway 720 for the Southwest corner of the said 157.859 acre tract and the Southeast corner of the said 155.3404 acre tract bears South 00 deg. 17 min. 31 sec. East, a distance of 513.01 feet;

THENCE North 00 deg. 17 min. 31 sec. West, along the East line of the said 155.3404 acre tract and the West line of the said 157.859 acre tract passing a fence post for the Northwest corner of the 157.859 acre tract at 2086.3 feet, in all a total distance of 2092.08 feet to a 5/8 inch KHA capped iron rod set in the South line of the beforementioned 132.860 acre tract and the called South line of the J.J. Naugle Survey;

THENCE South 89 deg. 33 min. 04 sec. West, along the South line of the said 132.860 acre tract and the said South line of Naugle Survey, a distance of 318.57 feet to a 1/2 inch iron rod found for the Southwest corner of the 132.860 acre tract and the Southeast corner of the tract of land described in deed to Hank Haney Golf Ranch, recorded in Volume 3705, Page 409 of the Land Records of Collin County, Texas;

THENCE North 00 deg. 24 min. 21 sec. West, along the East line of the Hank Haney Golf Ranch tract and the West line of the said 132.860 acre tract, a distance of 1066.59 feet to a 1/2 inch iron rod found for a corner of the 132.860 acre tract and the Northeast corner of said Golf Ranch tract;

THENCE North 00 deg. 37 min. 25 sec. West, along the East line of a tract of land described in deed to Badmore, Inc. recorded in County Clerk's File No. 94-0004639 of the Land Records of Collin County, Texas and the West line of the said 132.860 acre tract, a distance of 879.19 feet to a 1/2 inch iron rod found for the Northwest corner of the 132.860 acre tract;

THENCE North 89 deg. 12 min. 21 sec. East, along the South line of a tract of land described in deed to Westerra Stonebridge, L.P., recorded in County Clerk's File No. 96-0106740 of the Land Records of Collin County, Texas and the North line of the said 132.860 acre tract, a distance of 2959.04 feet to a 5/8 inch iron rod found for the Northeast corner of the 132.860 acre tract, said point being in the called centerline of County Road 154 and the called East line of said Naugle Survey;

THENCE South 00 deg. 39 min. 46 sec. East, along the said centerline and the said East line of Naugle Survey, a distance of 1392.32 feet to a 5/8" KHA capped iron rod set for corner;

(Continued)

TRACT 12

LEGAL DESCRIPTION

THENCE leaving the said centerline of County Road 154 and said East line as follows:

South 89 deg. 20 min. 16 sec. West, a distance of 572.34 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 39 min. 44 sec. East, a distance of 569.17 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 132.860 acre tract and the said Naugle Survey;

THENCE North 89 deg. 33 min. 04 sec. East, a distance of 556.49 feet to a 5/8" KHA capped iron rod set for corner in the called West line of County Road No. 154 and the East line of the 157.859 acre tract;

THENCE South 00 deg. 52 min. 11 sec. East, along the called West line of County Road No. 154, a distance of 1712.01 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said West line of County Road 154 and said East line of the 157.859 acre tract as follows:

South 89 deg. 33 min. 04 sec. West, a distance of 882.66 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 30 min. 07 sec. East, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 157.859 acre tract and the North right-of-way line of F.M. Highway 720;

THENCE South 89 deg. 26 min. 34 sec. West, along the said North right-of-way line, a distance of 1212.75 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the North right-of-way line of F.M. Highway 720 as follows:

North 01 deg. 17 min. 33 sec. West, a distance of 509.08 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 49 min. 01 sec. West, a distance of 555.13 feet to the POINT OF BEGINNING and containing 258.695 acres of land, more or less.

TRACT 13

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the John Phillips Survey, Abstract No. 718, and being a part of a 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the northwest corner of said 160.081 acre tract, said point being in the east line of a tract of land described as Tract One, conveyed to Craig Ranch II, L.P. as described in Volume 4757, Page 2174, Collin County Deed Records, said point being in the center of County Road No. 148 (a asphalt road);

THENCE North 89 degrees 09 minutes 05 seconds East, 418.20 feet along the north line of said 160.081 acre tract of land to a one-half inch iron rod set for the POINT OF BEGINNING, said point being in the south line of a tract of land conveyed to Collin Investments, Ltd. as recorded in Clerk's Document Number 95-0001950, Collin County Deed Records;

THENCE North 89 degrees 09 minutes 05 seconds East, 685.35 feet along the north line of said 160.081 acre tract of land and the south line of said Collin Investments tract of land to a one-half inch iron rod set for corner;

THENCE South 18 degrees 44 minutes 03 seconds East, 143.17 feet to a one-half inch iron rod set for corner;

THENCE South 12 degrees 32 minutes 05 seconds East, 81.27 feet to a one-half inch iron rod set for corner;

THENCE South 02 degrees 17 minutes 30 seconds East, 73.51 feet to a one-half inch iron rod set for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, 126.37 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 117.60 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 15 minutes 48 seconds East, 184.07 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 196.00 feet to a one-half inch iron rod set for corner;

THENCE South 17 degrees 02 minutes 44 seconds East, 190.53 feet to a one-half inch iron rod set for corner;

UNOFFICIAL

TRACT 13

THENCE South 04 degrees 34 minutes 34 seconds East, 73.69 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 32 minutes 28 seconds West, 81.95 feet to a one-half inch iron rod set for corner;

THENCE South 10 degrees 29 minutes 47 seconds West, 80.68 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 45 minutes 01 seconds East, 77.29 feet to a one-half inch iron rod set for corner;

THENCE South 52 degrees 42 minutes 34 seconds East, 77.59 feet to a one-half inch iron rod set for corner;

THENCE South 41 degrees 30 minutes 37 seconds East, 102.01 feet to a one-half inch iron rod set for corner;

THENCE South 23 degrees 58 minutes 22 seconds East, 86.82 feet to a one-half inch iron rod set for corner;

THENCE South 04 degrees 38 minutes 16 seconds East, 109.87 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 28 minutes 37 seconds East, 94.07 feet to a one-half inch iron rod set for corner;

THENCE South 48 degrees 54 minutes 51 seconds East, 183.30 feet to a one-half inch iron rod set for corner;

THENCE South 46 degrees 51 minutes 41 seconds East, 128.91 feet to a one-half inch iron rod set for corner;

THENCE South 33 degrees 14 minutes 49 seconds East, 101.88 feet to a one-half inch iron rod set for corner;

THENCE South 25 degrees 06 minutes 47 seconds East, 97.37 feet to a one-half inch iron rod set for corner;

THENCE South 64 degrees 53 minutes 13 seconds West, 1173.25 feet to a one-half inch iron rod set for corner, said iron being in the south line of said 160.081 acre tract of land and in the north line of a tract of land conveyed to Johnson Centre, LTD. as recorded in Volume 4505, Page 2460, Collin County Deed Records;

THENCE South 89 degrees 02 minutes 33 seconds West, 713.95 feet along the south line of said

UNOFFICIAL

TRACT 13

160.081 acre tract of land and the north line of said Johnson tract of land to a five-eighths inch iron rod found for the southwest corner of said 160.081 acre tract of land, and being the northwest corner of said Johnson tract of land, and being in the east line of a tract of land conveyed to Windswept Place South, LTD. as recorded in Clerk's Document Number 96-0006543, Collin County Deed Records, said point being in the center of County Road No. 148;

THENCE North 00 degrees 56 minutes 39 seconds West, 481.50 feet passing a one-half inch iron rod found for the northeast corner of said Windswept Place South tract of land, said point being the southeast corner of a tract of land conveyed to Windswept Place North, LTD. as recorded in Clerk's Document Number 96-0006535, Collin County Deed Records, in all a total distance of 1358.44 feet along the west line of said 160.081 acre tract of land and along the center of said County Road No. 148 to a five-eighths inch iron rod found for the northeast corner of said Windswept Place North tract of land, said point being the southeast corner of said Tract One;

THENCE North 01 degrees 18 minutes 37 seconds West, 747.93 feet along the west line of said 160.081 acre tract of land and along the east line of said Tract One, and along the center of said County Road No. 148 to a one-half inch iron rod set for corner;

THENCE North 88 degrees 49 minutes 14 seconds East, 413.65 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 50 minutes 55 seconds West, 562.85 feet to the POINT OF BEGINNING and containing 3,267,315 square feet or 75.007 acres of land, more or less.

UNOFFICIAL

TRACT 14

BEING a 47.300 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, in the City of McKinney, Collin County, Texas and being a portion of a 10.000 acre tract of land described in a deed to Betty C. Williams recorded in Volume 3044, Page 916 of the Deed Records of Collin County, Texas (DRCCT) and being a portion of a 60.000 acre tract of land described in deed to William R. Wines recorded in Volume 4173, Page 2654 (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the southeast corner of a 28.132 acre tract of land according to the deed recorded in Volume 4558, Page 617 (DRCCT) and being located in the westerly line of said 60.000 acre tract of land and being located in the new right-of-way line of State Highway No. 121 (a variable width right-of-way) described in a deed to the State of Texas recorded in Volume 4577, Page 2372 (DRCCT);

THENCE departing the new right-of-way line of said State Highway No. 121 North 00 degrees 02 minutes 25 seconds East a distance of 2,142.99 feet to a 5/8 inch iron rod set for the northwest corner of said 60.000 acre tract of land and being the northeast corner of said 28.132 acre tract of land and being located in the southerly line of a 39.1735 acre tract of land according to the deed recorded in Collin County Clerk's File No. 93-0099696 (DRCCT);

THENCE along the northerly line of said 60.000 acre tract of land North 89 degrees 57 minutes 45 seconds East a passing distance of 607.82 feet to the southeast corner of said 39.1735 acre tract of land and the southwest corner of a tract of land described as "The Estate of Robert William Floyd, Deceased" according to the deed recorded in Volume 3878, Page 1487 (DRCCT), in all, a total distance of 761.79 feet to a 5/8 inch iron rod set for corner located in the future centerline of Stacy Road (a proposed 130 feet wide right-of-way);

THENCE along the centerline of said future Stacy Road South 24 degrees 51 minutes 10 seconds East a distance of 1,577.77 feet to a 5/8 inch iron rod set for corner in the new right-of-way line of said State Highway No. 121 according to the deed recorded in Volume 4552, Page 1366 (DRCCT);

THENCE along the new right-of-way line of said State Highway No. 121 as follows:

South 65 degrees 08 minutes 50 seconds West a distance of 74.42 feet to a concrete monument (Tx DOT No. 798) found for corner;

South 28 degrees 16 minutes 39 seconds West a distance of 25.00 feet to a 5/8 inch iron rod set for corner;

South 65 degrees 08 minutes 50 seconds West a passing distance of 71.23 feet to a concrete monument (Tx DOT No. 805) found for corner located in the westerly line of said 10.000 acre tract of land and the easterly line of said 60.000 acre tract of land, in all, a total distance of 460.31 feet to a concrete monument (Tx DOT No. 779) found for corner;

UNOFFICIAL

TRACT 14

THENCE South 68 degrees 20 minutes 41 seconds West a distance of 333.72 feet to a 5/8 inch iron rod set for corner;

THENCE South 61 degrees 05 minutes 31 seconds West a distance of 707.33 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 47.300 acres or 2,060,406 square feet of land, more or less.

UNOFFICIAL

TRACT 15

BEING all that tract of land in the City of McKinney, Collin county, Texas, a part of the George White Survey, Abstract No. 993, a part of a 45.643 acre tract of land conveyed to Rowlett 46, LLC as recorded in Volume 4963, Page 3243, Collin County Deed Records, and being further described as follows:

BEGINNING at a one and one-half inch iron pipe found at the southeast corner of said 45.643 acre tract, said point being the southwest corner of a tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, said point being in the North line of F.M. 720 (80 foot right-of-way);

THENCE South 89 degrees 05 minutes 06 seconds West, along the south line of said 45.643 acre tract and the north line of F.M. 720, passing at 139.76 feet a five-eighths inch iron rod found, in all a total distance of 323.04 feet to the southwest corner of said 45.643 acre tract, said point being in the centerline of Rowlett Creek;

THENCE along the centerline of Rowlett Creek and the west line of said 45.643 acre tract as follows:

North 28 degrees 05 minutes 59 seconds West, 441.17 feet to a point for corner;

North 26 degrees 29 minutes 21 seconds West, 626.18 feet to a point for corner;

North 22 degrees 28 minutes 57 seconds West, 170.56 feet to a point for corner;

North 16 degrees 24 minutes 12 seconds West, 107.20 feet to a point for corner;

North 21 degrees 22 minutes 13 seconds West, 89.29 feet to a point for corner;

North 13 degrees 14 minutes 12 seconds West, 117.11 feet to a point for corner;

North 12 degrees 53 minutes 16 seconds East, 84.08 feet to a point for corner;

North 30 degrees 25 minutes 44 seconds East, 101.82 feet to a point for corner;

North 28 degrees 47 minutes 35 seconds East, 202.47 feet to a point for corner;

North 03 degrees 22 minutes 54 seconds West, 136.67 feet to a point for corner;

North 09 degrees 23 minutes 44 seconds West, 174.74 feet to a point for corner;

North 17 degrees 51 minutes 01 seconds West, 153.75 feet to a point for corner;

North 29 degrees 19 minutes 14 seconds West, 155.76 feet to a point for corner;

North 14 degrees 02 minutes 10 seconds West, 81.82 feet to a point for corner;

North 01 degrees 40 minutes 15 seconds East, 164.74 feet to the northwest corner of said 45.643 acre tract;

THENCE North 89 degrees 03 minutes 46 seconds East, along the north line of said 45.643 acre tract, passing at 123.15 feet a five-eighths inch iron rod found, in all a total

(Continued)

UNOFFICIAL

TRACT 15

LEGAL DESCRIPTION

distance of 395.47 feet to a one-half inch iron rod found at the northwest corner of a tract of land conveyed to Frisco Independent School District, described as Tract 1 as recorded in Volume 5025, Page 827, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 518.63 feet to a one-half inch iron rod found at the southwest corner of said Tract 1;

THENCE North 89 degrees 42 minutes 29 seconds East, 563.75 feet to a one-half inch iron rod found at the southeast corner of said Tract 1, said point being in the east line of said 45.643 acre tract, said point being in the west line of a tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 2074.58 feet along the east line of said 45.643 acre tract to the POINT OF BEGINNING and containing 1,694,028 square feet or 38.890 acres of land.

UNOFFICIAL

TRACT 16

BEING a 18.069 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461, in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, Ltd., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, and being more particularly described as follows (Bearings system based on the monuments found along the northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8 inch KHA capped iron rod set in the called West line of County Road No. 154 for the North right-of-way line of F.M. Highway 270 for the Southeast corner of the said 157.859 acre tract;

THENCE along the said North right-of-way line as follows:

South 89 deg. 29 min. 34 sec. West, a distance of 670.56 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 26 min. 34 sec. West, a distance of 217.80 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said North right-of-line as follows:

North 00 deg. 30 min. 07 sec. West, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner;

North 89 deg. 33 min. 04 sec. East, a distance of 882.66 feet to a 5/8" KHA capped iron rod set in the called West line of County Road No. 154;

THENCE South 00 deg. 52 min. 11 sec., along the called West line of County Road No. 154, a distance of 888.39 feet to the POINT OF BEGINNING and containing 18.069 acres of land, more or less.

UNOFFICIAL

12 acres

SITUATED in the State of Texas, County of Collin, being part of the G.S. Baccus Survey, Abstract No. 95, being all of a 12.00 acre tract of land recorded in Volume 4067, Page 100 (CC# 97-0109749)of the Collin County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Custer Road (F.M. Highway 2478 - 120 foot R.O.W.) marking the southwest corner of the premises herein described and the southwest corner of said 12 acre tract;

THENCE with the east right-of-way line of Custer Road, the west line of said premises and the west line of said 12 acre tract as follows:

North 00°11'08" East, 462.17 feet to a capped R.O.W. Monument found for corner;

North 00°02'29" East, 62.26 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking the northwest corner of said premises;

THENCE departing said east right-of-way line and along the north line of said premises, North 89°47'08" East, 993.52 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking its northeast corner;

THENCE with the east line of said premises, South 00°11'08" West, 526.01 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking its southeast corner in the south line of said 50 acre tract;

THENCE with the south line of said premises and the south line of said 50 acre tract, South 89°59'31" West, 993.34 feet to the place of beginning and containing 522,720 square feet or 12.00 acres of land, more or less.

TRACT I: 23 acres

SITUATED in the State of Texas, County of COLLIN, being part of G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 35 acre tract of land recorded in Volume 4354, Page 1799 of the COLLIN County Land Records with said premises being more particularly described as follows:

BEGINNING at a point in the centerline of F. M. Road No. 720 marking the Northeast corner of said 35 acre tract, from which a 1/2 inch iron rod set for reference bears South 00 degrees 30 minutes 58 seconds West, 40.00 feet;

THENCE departing said roadway along the East line of said 35 acre tract and the West line of a McKinney SPCA Addition as follows:

South 00 degrees 30 minutes 58 seconds West, passing at 40.00 feet said reference 1/2 inch iron rod, passing at 45.00 feet a 5/8 inch reference iron rod and continuing for a total distance of 539.45 feet to a 1/2 inch iron rod found;

South 00 degrees 10 minutes 30 seconds West, 866.24 feet to a 1/2 inch iron rod found marking the Southeast corner of said 35 acre tract, the Southwest corner of said addition, and being in the North line of a 79.642 acre tract recorded in Volume 4757, Page 2157 of the COLLIN County Land Records;

THENCE with the South line of said 35 acre tract and the North line of said 79.642 acre tract, South 89 degrees 59 minutes 31 seconds West, 559.49 feet to a Roome 1/2 inch capped iron set marking the Southwest corner of said premises and the Southeast corner of a 12.00 acre tract recorded under County Clerk No. 97-0109749 of the COLLIN County Land Records;

THENCE with a West line of said premises and the East line of said 12.00 acre tract, North 00 degrees 11 minutes 08 seconds East, 528.01 feet to a Roome 1/2 inch capped iron set marking an interior of said premises and the Northeast corner of said 12.00 acre tract;

THENCE with a South line of said premises and the North line of said 12.00 acre tract, South 89 degrees 47 minutes 08 seconds West, 340.17 feet to a Roome 1/2 inch capped iron set marking the most Westerly Southwest corner of said premises, an interior corner of said 35 acre tract and the Southwest corner of a 15.00 acre tract of land recorded in Volume 4422, Page 1179 of the COLLIN County Land Records;

THENCE with the Westerly line of said premises, 35 acre tract and the Easterly line of said 15.00 acre tract as follows:

North 00 degrees 12 minutes 52 seconds West, 250.06 feet to a Roome 1/2 inch capped iron set;

North 44 degrees 47 minutes 08 seconds East, 220.00 feet to a Roome 1/2 inch capped iron set;

North 00 degrees 12 minutes 52 seconds West, passing at 430.00 feet a Roome 1/2 inch capped iron set for reference and continuing for a total distance of 470.00 feet to the Northwest corner of said premises in the centerline of F.M. 720;

THENCE with the centerline of F.M. 720 along the North line of said 35 acre tract, North 89 degrees 47 minutes 08 seconds East, 753.17 feet to the POINT OF BEGINNING and containing 23.00 acres of land, more or less.

TRACT II:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed dated September 23, 1997, executed by Gallatin Partnership Fund, Ltd., to Presbyterian Investors Fund, Inc., filed September 29, 1997, recorded under County Clerk's file number 97-0081808 (Volume 4007, Page 991), Deed Records of COLLIN County, Texas;

Situated in the State of Texas, County of COLLIN, being part of the G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 50 acre tract of land recorded under County Clerk No. 94-0103349 of the COLLIN County Deed Records and being more particularly described as follows:

COMMENCING for reference at the Northeast corner of said 50 acre tract, said corner being in the approximate centerline of F.M. Road No. 720;

THENCE with the approximate centerline of F.M. Road No. 720 and the North line of said 50 acre tract, South 89 degrees 47 minutes 08 seconds West, 752.72 feet to a point;

THENCE departing said centerline and North line of said 50 acre tract, South 00 degrees 12 minutes 52 seconds East, 40.00 feet to the POINT OF BEGINNING and the Northeast corner of the premises herein described, said corner being in the South line of said 1.436 acre road easement;

THENCE with the East line of said premises, South 00 degrees 12 minutes 52 seconds East, 15.00 feet to the Southeast corner of said premises;

THENCE parallel with and 15 feet South of the South line of said 1.436 acretract, South 89 degrees 47 minutes 08 seconds West, 754.23 feet to a corner clip;

THENCE South 45 degrees 08 minutes 24 seconds West, 29.67 feet to a point 15 feet East of the East right-of-way line of Custer Road;

THENCE parallel to and 15 feet East of the East right-of-way line of Custer Road as follows:

South 00 degrees 02 minutes 29 seconds West, 181.30 feet;

South 00 degrees 50 minutes 13 seconds West, 360.03 feet;

South 00 degrees 02 minutes 29 seconds West, 258.51 feet to a point marking its most Southerly Southeast corner;

THENCE with the most Southerly South line of said premises, South 89 degrees 47 minutes 08 seconds West, 15.00 feet to a capped iron rod found (stamped R.P.L.S. 4051) in the East right-of-way line of Custer Road and the Westline of said 50 acre tract;

THENCE with the East right-of-way line of Custer Road and the West line of said 50 acre tract as follows:

North 00 degrees 02 minutes 29 seconds East, 258.58 feet;

North 00 degrees 50 minutes 13 seconds East, 360.03 feet;

North 00 degrees 02 minutes 29 seconds East, 187.53 feet to a corner clip;

THENCE North 45 degrees 08 minutes 24 seconds East, 42.05 feet to a point in the South line of said 1.436 acre road easement;

THENCE with the South line of said 1.436 acre tract, North 89 degrees 47 minutes 08 seconds East, 770.39 feet to the PLACE OF BEGINNING and CONTAINING 24,092 square feet or 0.553 acre of land,

more or less.

TRACT III:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed, executed by 158 Custer, Ltd., to Gallatin Partnership Fund, Ltd., recorded under County Clerk's File No. 94-0103349, Land Records, COLLIN County, Texas:

SITUATED in COLLIN County, Texas, in the G. S. BACCUS SURVEY, ABSTRACT NO. 95, being a resurvey of part of the 162.75 acres of land First Tract as described in a Deed from S. P. Bush, et al to Mrs. Pricie Allen dated December 7, 1918, recorded in Volume 182, Page 154 of the COLLIN County Deed Records, being described by metes and bounds as follows:

COMMENCING at a point in the North line of said Baccus Survey, in the center of Farm Road No 720, at the Northeast corner of said 162.75 acre tract and the Northwest corner of a 74.993 acre tract;

THENCE South 0 degrees 14 minutes 35 seconds East, 40.0 feet to an existing iron pin found beside a corner post, in the East line of said 162.75 acre tract and in the South right of way line easement of Farm Road No. 720 for a PLACE OF BEGINNING;

THENCE South 0 degrees 14 minutes 36 seconds East, 15.0 feet with said East line to a point for a corner;

THENCE South 89 degrees 47 minutes 09 seconds West, 858.99 feet to a point in the East line of the 2.00 acres of land described in a Deed from Pricie Bush Allen to Clarence Lee Reynolds, Sr. recorded in Volume 735, Page 669 of the COLLIN County Deed Records;

THENCE North 0 degrees 27 minutes East, 15.0 feet with said East line to an existing iron pin found at the Northeast corner of said 2.00 acre tract, in the South right of way line easement of Farm Road No. 720 for a corner;

THENCE North 89 degrees 47 minutes 09 seconds East, 858.8 feet with said South right of way line easement to the PLACE OF BEGINNING and CONTAINING 0.2957 acre of land, more or less.

CRAIG RANCH NORTH

BEING ALL OF THE REAL PROPERTY described in Appendix A of the Declaration of Covenants, Conditions and Restrictions for Craig Ranch North, recorded on December 6, 2002, as Document No. 2002-0180938, In Volume 05311, Page 00445, Real Property Records, Collin County, Texas, as supplemented by the annexation instruments recorded on July 2, 2003, as Document No. 2003-0125076, In Volume 5451, Page 005491; on March 5, 2004, as Document No. 2004-0031143, In Volume 5620, Page 01974; and on September 8, 2005, as Document No. 2005-0126338, In Volume 05998, Page 04558, Real Property Records, Collin County, Texas, which real property has been (or is being) platted as follows:

PHASE 1A - Record Plat, Craig Ranch North, Phase 1A, recorded on October 22, 2002, as Document No. 2002-0152740, in Cabinet O, Slide 204, Plat Records, Collin County, Texas, including common areas and the following 70 house lots:

BLOCK A: LOTS 1 - 9
BLOCK B: LOTS 1 - 15
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 18
BLOCK E: LOTS 1 - 5
BLOCK F: LOTS 1 - 7

PHASE 1B - Record Plat, Craig Ranch North, Phase 1B, recorded on October 23, 2002, as Document No. 2002-0154261, in Cabinet O, Slide 214, Plat Records, Collin County, Texas, including common areas and the following 102 house lots:

BLOCK E: LOTS 6 - 18
BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 1 - 12
BLOCK I: LOTS 1 - 14
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 22
BLOCK L: LOTS 2 - 9
BLOCK M: LOTS 1 - 6

PHASE 2A - Record Plat, Craig Ranch North, Phase 2A, recorded on May 2, 2003, as Document No. 2003-0080586, in Cabinet O, Slide 537, Plat Records, Collin County, Texas, including common areas and the following 119 house lots:

BLOCK L: LOTS 10 - 21
BLOCK M: LOTS 7 - 16
BLOCK N: LOTS 7 - 10
BLOCK T: LOTS 1 - 20
BLOCK U: LOTS 1 - 26
BLOCK W: LOTS 1 - 26
BLOCK X: LOTS 11 - 20
BLOCK Z: LOTS 20 - 30

PHASE 2B - Record Plat, Craig Ranch North, Phase 2B, recorded on November 4, 2003, as Document No. 2003-0219228, in Cabinet P, Slide 259, Plat Records, Collin County, Texas, including common areas and the following 104 house lots:

BLOCK AA: LOTS 1 - 25
BLOCK AB: LOTS 1 - 24
BLOCK AC: LOTS 1 - 24
BLOCK AD: LOTS 1 - 22
BLOCK AE: LOTS 14 - 22

UNOFFICIAL

PHASE 2C - Record Plat, Craig Ranch North, Phase 2C, recorded on May 2, 2003, as Document No. 2003-0080579, in Cabinet O, Slide 535, Plat Records, Collin County, Texas, including common areas and the following 88 house lots:

BLOCK M: LOTS 17 - 20
BLOCK N: LOTS 1 - 6
BLOCK O: LOTS 1 - 20
BLOCK Q: LOTS 1 - 22
BLOCK R: LOTS 1 - 19
BLOCK S: LOTS 1 - 17

PHASE 3 - Record Plat, Craig Ranch North, Phase 3, recorded on September 23, 2004, as Document No. 2004-0140343, in Cabinet P, Slide 905, Plat Records, Collin County, Texas, including common areas and the following 60 house lots:

BLOCK CG: LOTS 1 - 10
BLOCK CH: LOTS 1 - 14
BLOCK CI: LOTS 1 - 6
BLOCK CJ: LOTS 1 - 4
BLOCK CK: LOTS 1 - 10
BLOCK CL: LOTS 1 - 10
BLOCK CM: LOTS 1 - 6

PHASE 4 - Record Plat, Craig Ranch North, Phase 4, recorded on April 13, 2004, as Document No. 2004-0051837, in Cabinet P, Slide 594, Plat Records, Collin County, Texas, including common areas and the following 92 house lots:

BLOCK Y: LOTS 1 - 4
BLOCK Z: LOTS 1 - 19
BLOCK AE: LOTS 1 - 13
BLOCK AF: LOTS 1 - 22
BLOCK AG: LOTS 1 - 30
BLOCK AH: LOTS 1 - 4

PHASE 5 - Record Plat, Craig Ranch North, Phase 5, recorded on September 30, 2004, as Document No. 2004-0143396, in Cabinet P, Slide 921, Plat Records, Collin County, Texas, including common areas and the following 108 house lots:

BLOCK N: LOTS 11 - 20
BLOCK X: LOTS 1- 10 + 21
BLOCK Y: LOTS 5 - 22
BLOCK AH: LOTS 5 - 22
BLOCK AJ: LOTS 1 - 16
BLOCK AK: LOTS 1 - 18
BLOCK AL: LOTS 1 - 17

PHASE 6 - Record Plat, Craig Ranch North, Phase 6, recorded on July 8, 2004, as Document No. 2004-0100795, in Cabinet P, Slide 767, Plat Records, Collin County, Texas, including common areas and the following 123 house lots:

BLOCK G: LOTS 52 - 59
BLOCK Q: LOTS 14 - 17
BLOCK S: LOTS 10 - 14
BLOCK T: LOTS 10 - 16
BLOCK W: LOTS 15 - 27
BLOCK X: LOTS 1 - 30
BLOCK Y: LOTS 1 - 19
BLOCK Z: LOTS 1 - 16
BLOCK AA: LOTS 1 - 21

UNOFFICIAL

PHASE 7 - Record Plat, Craig Ranch North, Phase 7, recorded on April 20, 2005, as Document No. 2005-0051425, in Cabinet Q, Slide 323, Plat Records, Collin County, Texas, including common areas and the following 141 house lots:

BLOCK G: LOTS 37 - 48
BLOCK K: LOTS 12 - 15
BLOCK Q: LOTS 1 - 13 + 18 - 27
BLOCK R: LOTS 2 - 6
BLOCK S: LOTS 1 - 9 + 15 - 27
BLOCK T: LOTS 1 - 9 + 17 - 28
BLOCK U: LOTS 11 - 21
BLOCK V: LOTS 1 - 25
BLOCK W: LOTS 1 - 14 + 28 - 31

PHASE 8 - Record Plat, Craig Ranch North, Phase 8, recorded on April 20, 2005, as Document No. 2005-0051426, in Cabinet Q, Slide 325, Plat Records, Collin County, Texas, including common areas and the following 115 house lots:

BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 11 - 36
BLOCK H: LOTS 1 - 19
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 11 + 16 - 26
BLOCK L: LOTS 1 - 11
BLOCK U: LOTS 1 - 10

PHASE 9 - Record Plat, Craig Ranch North, Phase 9, recorded on October 20, 2005, as Document No. 2005-0148539, in Cabinet R, Slide 085, Plat Records, Collin County, Texas, including common areas and the following 103 house lots:

BLOCK A: LOTS 1 - 21
BLOCK B: LOTS 1 - 8
BLOCK D: LOTS 1 - 12
BLOCK E: LOTS 1 - 29
BLOCK F: LOTS 1 - 7 + 19 - 32
BLOCK G: LOTS 1 - 10
BLOCK H: LOTS 13 + 14

PHASE 10 - Record Plat, Craig Ranch North, Phase 10, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 115 house lots:

BLOCK B: LOTS 9 - 15
BLOCK C: LOTS 1 - 19
BLOCK D: LOTS 13 - 23
BLOCK L: LOTS 12 - 22
BLOCK M: LOTS 1 - 17
BLOCK N: LOTS 1 - 13
BLOCK P: LOTS 1 - 37

PHASE 11 - Record Plat, Craig Ranch North, Phase 11, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 103 house lots:

BLOCK A: LOTS 1 - 52
BLOCK B: LOTS 1 - 8
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 5
BLOCK H: LOTS 1 - 12 + 15 - 24

(End of Exhibit A)

UNOFFICIAL

G. F. No. 8412003068

BEING all that certain lot, tract or parcel of land out of the George F. Lucas Survey, Abstract No. 540 and the Oliver Hedgecoxe Survey, Abstract No. 392 in the City of McKinney, Texas, and being all or parts of the property described in deed to Collin Investments, Limited (known as McKinney Ranch, Ltd.) (called 79.71 acres) as recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 81.85 acres) as recorded in County Clerks File Number 95-0001951 of the Land Records of Collin County, Texas, and the property described in deed to McKinney Ranch, Ltd., (called 1.0003 acres) as recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas, and also being a part of the property described in deed to TCI McKinney Ranch by deed recorded in Volume 6074 at Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the intersection of the proposed North right of way line of Collin McKinney Parkway as shown on the Preliminary Plat thereof, with the East line of County Road No. 148, said point being North 01° 19' 55" West at a distance of 60.00 feet from the Southwest corner of the aforesaid 79.71 acre tract recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas and also being the Southwest corner of said TCI McKinney Ranch property;

THENCE North 01° 19' 55" West along the West line of said TCI McKinney Ranch tract and following along the East line of said County Road No. 148 and passing the Northwest corner of said 79.71 acre tract, same being the Southwest corner of the aforementioned 81.85 acre tract conveyed to Collin Investments by deed recorded in County Clerks File Number 95-0001951 and continuing in all for a distance of 2427.83 feet to a 5/8" iron rod found for corner, same being the Southwest corner of the aforementioned 1.0003 acre tract of land conveyed to McKinney Ranch by deed recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas;

THENCE North 01° 14' 28" West along the West line of said 1.0003 acre tract and continuing along the East line of said County Road No. 148 for a distance of 249.84 feet to a 5/8" iron rod found for the intersection of said East line of County Road No. 148 and the South right of way line of Proposed Stacy Road;

THENCE North 89° 30' 36" East and departing the East line of said County Road No. 148 and following along the South line of said proposed Stacy Road for a distance of 515.14 feet to a 5/8" iron rod found for corner;

THENCE South and departing the South right of way line of Proposed Stacy Road for a distance of 452.96 feet to a point for corner;

THENCE South 20° 45' 05" East for a distance of 459.21 feet to a point for corner;

THENCE South 17° 21' 27" East for a distance of 702.04 feet to a point for corner;

THENCE South 15° 32' 27" East for a distance of 1001.36 feet to a 5/8" iron rod set for corner in the North right of way line of the aforesaid Proposed Collin McKinney Parkway;

THENCE South 89° 08' 52" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 1097.40 feet to the POINT OF BEGINNING, and CONTAINING 44.5294 ACRES OF LAND more or less.

UNOFFICIAL

BEING all that certain lot, tract or parcel of land out of the George F. Lucas Survey, Abstract No. 540 and the Oliver Hedgecoxe Survey, Abstract No. 392 in the City of McKinney, Texas, and being all or parts of the property described in deed to Collin Investments, Limited (now known as McKinney Ranch, Ltd.) (called 19.99 acres) as recorded in County Clerks File Number 93-009695 of the Land Records of Collin County, Texas, the property described in deed to Collin Investments, Limited (called 39.1735 acres) as recorded in County Clerks File Number 93-0099696 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 79.71 acres) as recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 81.85 acres) as recorded in County Clerks File Number 95-0001951 of the Land Records of Collin County, Texas, and also being a part of the property described in deed to TCI McKinney Ranch by deed recorded in Volume 6074 at Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the intersection of the proposed North right of way line of Collin McKinney Parkway as shown on the Preliminary Plat thereof, with the East line of County Road No. 148, said point being North 01° 19' 55" West at a distance of 60.00 feet from the Southwest corner of the aforesaid 79.71 acre tract recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas and also being the Southwest corner of said TCI McKinney Ranch property;

THENCE North 01° 19' 55" West along the West line of said TCI McKinney Ranch tract and following along the East line of said County Road No. 148 and passing the Northwest corner of said 79.71 acre tract, same being the Southwest corner of the aforementioned 81.85 acre tract conveyed to Collin Investments by deed recorded in County Clerks File Number 95-0001951 and continuing in all for a distance of 2427.63 feet to a 5/8" iron rod found for corner, same being the Southwest corner of the aforementioned 1.0003 acre tract of land conveyed to McKinney Ranch by deed recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas;

THENCE North 01° 14' 28" West along the West line of said 1.0003 acre tract and continuing along the East line of said County Road No. 148 for a distance of 249.84 feet to a 5/8" iron rod found for the intersection of said East line of County Road No. 148 and the South right of way line of Proposed Stacy Road;

THENCE North 89° 30' 36" East and departing the East line of said County Road No. 148 and following along the South line of said proposed Stacy Road for a distance of 515.14 feet to the POINT OF BEGINNING for this description, said point being the beginning of a curve to the right having a central angle of 63° 58' 19" with a radius of 3435.00 feet and a chord bearing South 58° 30' 14" East at a distance of 3639.13 feet;

THENCE Southeasterly and continuing along said curve and following along the Southwesterly right of way line of said proposed Stacy Road to the right for an arc distance of 3835.26 feet to a 5/8" iron rod found for corner;

THENCE South 21° 48' 21" East and continuing along the proposed Southwest right of way line of Stacy Road for a distance of 150.00 feet to a 5/8" iron rod found for corner;

THENCE South 25° 22' 06" East and continuing along the proposed Southwest right of way line of Stacy Road for a distance of 126.68 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 89° 57' 31" with a radius of 66.00 feet and a chord bearing South 19° 36' 52" West at a distance of 93.30 feet, said point also being the northerly terminus point of the aforesaid Collin McKinney Parkway as shown on the preliminary plat thereof;

THENCE Southwesterly along said curve to the right and following along the proposed North right of way line of Collin McKinney Parkway for a distance of 103.62 feet to a 5/8" iron rod found for corner;

THENCE South 64° 35' 38" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 60.48 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 01° 44' 05" with a radius of 2430.00 feet and a chord bearing South 65°27' 40" West at a distance of 73.67 feet;

THENCE Southwesterly along said curve to the right and continuing along the proposed North right of way line of Collin McKinney Parkway for an arc distance of 73.67 feet to a 5/8" iron rod found for corner;

THENCE South 64° 17' 30" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 150.62 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 19° 40' 20" with a radius of 2440.00 feet and a chord bearing South 79° 42' 04" West at a distance of 833.65 feet;

THENCE Southwesterly along said curve to the right and continuing along the proposed North right of way line of Collin McKinney Parkway for an arc distance of 837.76 feet to a 5/8" iron rod set for corner;

THENCE South 89° 32' 14" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 1241.95 feet to a 5/8" iron rod set for corner;

THENCE South 89° 08' 52" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 221.38 feet to a 5/8" iron rod set for corner;
THENCE North 15° 32' 27" West for a distance of 1001.36 feet to a 5/8" iron rod set for corner in the North right of way line of the aforesaid Proposed Collin McKinney Parkway;

THENCE North 17° 21' 22" West for a distance of 702.04 feet to a point for corner;

THENCE North 20° 49' 05" West for a distance of 459.21 feet to a point for corner;

THENCE North for a distance of 462.98 feet to the POINT OF BEGINNING, and CONTAINING 123.9424 ACRES OF LAND more or less.

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 79.1201 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being all of Lot 1, Block A, McKinney Soccer Complex at Craig Ranch, an addition to the City of McKinney, Texas according to the plat recorded in Volume 2006, Page 842 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5008, Page 3635 of the said Deed Records; said 79.1201 acre tract being more particularly described as follows (bearing system is based on the said McKinney Soccer Complex at Craig Ranch addition):

BEGINNING, at a point in the northerly right-of-way line of Henneman Way (an 80-foot wide right-of-way); said point being the southwest corner of said Lot 1, Block A; said point also being the southeast corner of North Texas Athletic Complex at Craig Ranch, an addition to the City of McKinney according to the plat recorded in Cabinet P, Page 241 of the said Plat Records;

THENCE, departing the said northerly line of Henneman Way and along the common line between said McKinney Soccer Complex at Craig Ranch addition and said North Texas Athletic Complex at Craig Ranch addition, the following twenty one (21) calls:

North 25 degrees, 07 minutes, 42 seconds West, a distance of 57.36 feet to an angle point;

North 33 degrees, 15 minutes, 34 seconds West, a distance of 101.88 feet to an angle point;

North 46 degrees, 52 minutes, 35 seconds West, a distance of 128.91 feet to an angle point;

North 48 degrees, 55 minutes, 45 seconds West, a distance of 183.30 feet to an angle point;

North 14 degrees, 29 minutes, 31 seconds West, a distance of 94.07 feet to an angle point;

North 04 degrees, 39 minutes, 10 seconds West, a distance of 109.07 feet to an angle point;

North 23 degrees, 59 minutes, 16 seconds West, a distance of 86.82 feet to an angle point;

North 41 degrees, 31 minutes, 31 seconds West, a distance of 102.01 feet to an angle point;

North 52 degrees, 43 minutes, 28 seconds West, a distance of 77.59 feet to an angle point;

North 08 degrees, 45 minutes, 55 seconds West, a distance of 77.29 feet to an angle point;

North 10 degrees, 28 minutes, 53 seconds East, a distance of 80.68 feet to an angle point;

North 14 degrees, 31 minutes, 34 seconds East, a distance of 81.95 feet to an angle point;

North 04 degrees, 35 minutes, 28 seconds West, a distance of 73.69 feet to an angle point;

North 17 degrees, 03 minutes, 38 seconds West, a distance of 190.53 feet to an angle point;

North 13 degrees, 00 minutes, 56 seconds West, a distance of 196.00 feet to an angle point;

North 08 degrees, 16 minutes, 42 seconds West, a distance of 184.07 feet to an angle point;

North 13 degrees, 00 minutes, 57 seconds West, a distance of 117.60 feet to an angle point;

North 01 degrees, 19 minutes, 04 seconds East, a distance of 126.37 feet to an angle point;

North 02 degrees, 18 minutes, 24 seconds West, a distance of 73.51 feet to an angle point;

North 12 degrees, 32 minutes, 59 seconds West, a distance of 81.27 feet to an angle point;

North 18 degrees, 44 minutes, 57 seconds West, a distance of 80.12 feet to a point in the south right-of-way line of Collin McKinney Parkway (a 60-foot wide right-of-way); said point also being the northwest corner of said Lot 1, Block A;

THENCE, departing the said common line between McKinney Soccer Complex at Craig Ranch addition and North Texas Athletic Complex at Craig Ranch addition and along the said south line of Collin McKinney Parkway, the following three (3) calls:

North 89 degrees, 08 minutes, 11 seconds East, a distance of 220.07 feet to an angle point;

North 89 degrees, 31 minutes, 32 seconds East, a distance of 1242.79 feet to a point of the beginning of a tangent curve to the left;

In a northeasterly direction, along said curve to the left, having a central angle of 13 degrees, 45 minutes, 36 seconds, a radius of 2560.00 feet, a chord bearing and distance of North 82 degrees, 38 minutes, 44 seconds East, 613.33 feet, an arc distance of 614.80 feet to a point at the end of said curve;

THENCE, South 00 degrees, 38 minutes, 53 seconds East, departing the said south line of Collin McKinney Parkway and along the east line of said Lot 1, Block A and the east line of said VCIM Partners, L.P. tract, at a distance of 1062.09 feet passing a southeast corner of said Lot 1, Block A, continuing along said east line of VCIM Partners, L.P. tract in all a total distance of distance of 1517.16 feet to a point for corner in the said northerly line of Henneman Way;

THENCE, South 64 degrees, 52 minutes, 18 seconds West, along the said northerly line of Henneman Way, at a distance of 1011.54 feet passing a 1/2-inch iron rod found at a southeast corner of said Lot 1, Block A, continuing in all a total distance of 1546.05 feet to the POINT OF BEGINNING;

CONTAINING, 3,446,471 square feet or 79.1201 acres of land, more or less.

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 15.8615 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being part of Lot 2, Block A, Boston Pizzeria Highway 121 Addition, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet Q, Page 506 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5006, Page 3635 of the said Deed Records; said 15.8615 acre tract being more particularly described as follows (bearing system is based on the south right-of-way line of Henneman Way recorded in Volume 2007, Page 298 of the said Plat Records):

BEGINNING, at a point for corner in the southerly right-of-way line of Henneman Way (an 80-foot wide right-of-way), said point being the northernmost corner of that certain tract of land described as Tract 11 in Community Charter For Craig Ranch recorded in Volume 5625, Page 1378 of the said Deed Records; said point also being in the northwest line of said Lot 2, Block A;

THENCE, North 64 degrees, 52 minutes, 06 seconds East, along the said southerly line of Henneman Way and said northwest line of Lot 2, Block A, at a distance of 56.90 feet passing the northernmost corner of said Lot 2, Block A, continuing along said southerly line of Henneman Way, in all a total distance of 1508.49 feet to a 5/8-inch iron rod found for corner; said point being in the west line of that certain tract of land described in Deed to McKinney Seven Holdings recorded in Volume 5911, Page 5133 of the said Deed Records; said point also being in the east line of said VCIM Partners, L.P. tract;

THENCE, South 00 degrees, 29 minutes, 27 seconds East, departing the said southerly line of Henneman Way and along the common line between said VCIM Partners, L.P. tract and said to McKinney Seven Holdings tract, a distance of 537.58 feet to a 5/8-inch iron rod found for corner in the northerly right-of-way line of State Highway No. 121;

THENCE, along the said northerly line of State Highway No. 121, the following five (5) calls:

South 60 degrees, 30 minutes, 28 seconds West, a distance of 192.15 feet to a concrete monument found at an angle point;

South 64 degrees, 36 minutes, 24 seconds West, a distance of 933.85 feet to a point for corner;

North 87 degrees, 35 minutes, 02 seconds West, a distance of 19.95 feet to a concrete monument found for corner;

South 25 degrees, 11 minutes, 16 seconds East, a distance of 9.31 feet to a concrete monument fond for corner;

South 64 degrees, 44 minutes, 11 seconds West, at a distance of 83.50 feet passing the easternmost corner of said Lot 2, Block A, continuing in all a total distance of 96.37 feet to a point for corner; said point also being the easternmost corner of said Tract 11;

THENCE, North 30 degrees, 10 minutes, 52 seconds West, departing the said northerly line of State Highway No. 121 and along the northeast line of said Tract 11, a distance of 509.79 feet to the POINT OF BEGINNING;

CONTAINING, 690,928 square feet or 15.8615 acres of land, more or less.

BEING a 108.412 acre tract of land situated in the George White Survey, Abstract Number 993 in the City of McKinney, Collin County, Texas and being a portion of a called 155.340 acre tract of land described by deed to Jerry A. and Sharon L. McCutchin as recorded in Volume 3440, Page 128 of the Deed Records of Collin County Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 155.340 acre tract of land and being located in the east right-of-way line of Custer Road (FM 2478);

THENCE along the north line of said 155.340 acre tract of land, NORTH 89°40'41" EAST a distance of 1,645.40 feet to a point for corner near the center of Rowlett Creek;

THENCE departing the north line of said 155.340 acre tract of land and following the meanders of Rowlett Creek as follows:

SOUTH 01°49'15" WEST a distance of 164.74 feet to a point for corner;
SOUTH 13°53'10" EAST a distance of 81.82 feet to a point for corner;
SOUTH 29°10'14" EAST a distance of 155.76 feet to a point for corner;
SOUTH 17°42'01" EAST a distance of 153.75 feet to a point for corner;
SOUTH 09°14'44" EAST a distance of 174.74 feet to a point for corner;
SOUTH 03°13'54" EAST a distance of 136.67 feet to a point for corner;
SOUTH 28°56'35" WEST a distance of 202.47 feet to a point for corner;
SOUTH 30°34'44" WEST a distance of 101.32 feet to a point for corner;
SOUTH 13°02'16" WEST a distance of 84.08 feet to a point for corner;
SOUTH 13°05'12" EAST a distance of 117.11 feet to a point for corner;
SOUTH 21°13'13" EAST a distance of 89.29 feet to a point for corner;
SOUTH 16°15'12" EAST a distance of 107.20 feet to a point for corner;
SOUTH 22°19'57" EAST a distance of 170.56 feet to a point for corner;
SOUTH 26°20'21" EAST a distance of 626.18 feet to a point for corner;
SOUTH 27°49'06" EAST a distance of 425.79 feet to a point for corner located in the north line of a 1.140 acre right-of-way dedication for FM Road 720;

THENCE along the north line of said 1.140 acre right-of-way dedication for FM Road 720 as follows:

SOUTH 89°15'43" WEST a distance of 117.34 feet to a 5/8 inch iron rod found for the beginning of curve to the right having a radius of 1,335.00 feet and a chord bearing of North 89°26'33" West

Continuing along said curve to the right through a central angle of 02°35'24" for an arc length of 60.35 feet to a 5/8 inch iron rod found for the point of tangency;

UNOFFICIAL

NORTH 88°08'51" WEST a distance of 200.00 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,465.00 feet and a chord bearing of North 89°26'35" West;

Continuing along said curve to the left through a central angle of 02°35'25" for an arc length of 66.23 feet to a 5/8 inch iron rod found for the point of tangency;

SOUTH 89°15'43' WEST a distance of 1,270.16 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,165.00 feet and a chord bearing of South 87°35'25" West;

Continuing along said curve to the left through a central angle of 03°20'36" for an arc length of 67.98 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 85°55'07" WEST a distance of 124.41 feet to a 5/8 inch iron rod found for corner;

SOUTH 89°15'43" WEST a distance of 284.57 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 66.00 feet and a chord bearing of North 45°36'39" West;

Continuing along said curve to the right through a central angle of 90°15'30" for an arc length of 103.97 feet to a 1/2 inch iron rod found in the east right-of-way lie of said Custer Road (FM 2478) and being the west line of said 155.340 acre tract of land;

THENCE along the east right-of-way line of said Custer Road (FM 2478) as follows:

NORTH 00°24'00" WEST a distance of 141.37 feet to a 5/8 inch iron rod found for corner;
NORTH 00°52'39" WEST a distance of 600.02 feet to a 5/8 inch iron rod found for corner;
NORTH 00°24'00" WEST a distance of 1,787.14 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 108.412 acres or 4,722,412 square feet of land more or less.

LESS AND EXCEPT the following described tract of land:

BEING A 1.816 acre tract of land situated in the George White Survey, Abstract No. 993, City of McKinney, Collin County, Texas, and being a portion of a 108.412 acre tract of land conveyed to McKinney Seven Stacy, LP recorded in Clerk File 20070222000245990, Deed Records, Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set in the northerly right-of-way line of Stacy Road (F.M. No. 720) (a variable width of right-of-way) and being the most southerly southwest corner of said 108.412 acre tract, and also being the beginning of a curve to the right, having a radius of 66.00 feet and a chord bearing of NORTH 45°36'39" WEST;

THENCE along said curve to the right through a central angle of 90°15'30" for an arc length of 103.97 feet to a 1/2 inch iron rod found at the end of said curve and being the most westerly southwest corner of said 108.412 acre tract, and also being in the easterly right-of-way line of Custer Road (F.M. 2478) (a variable width right-of-way);

THENCE along the easterly right-of-way line of said Custer Road NORTH 00°24'00" WEST, a distance of 141.37 feet to a 5/8 inch iron rod set for an angle point, from which a Concrete Monument found for reference bears South 01°29'20" West, a distance of 3.50 feet;

THENCE continuing along the easterly right-of-way line of said Custer Road NORTH 00°52'39" WEST, a distance of 83.23 feet to a 5/8 inch iron rod set for corner;

THENCE departing the easterly right-of-way line of said Custer Road NORTH 89°15'43" EAST, a distance of 275.00 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 00°44'17" EAST, a distance of 290.90 feet to a 5/8 inch iron rod set for corner in the northerly right-of-way line of said Stacy Road;

THENCE along the northerly right-of-way line of said Stacy Road SOUTH 89°15'43" WEST, a distance of 209.63 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.816 acres or 79,126 square feet, more or less.

NOW KNOWN AS:

Lot 1, Block A, LOT 1, BLOCK A OF CUSTER-STACY ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof recorded in 2007-629, of the Map and Plat Records of COLLIN County, Texas.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/25/2019 12:30:29 PM
$206.00 NPRECELLA
20190425000450820

Exhibit "F-201"

CRAIG RANCH

Community Wide Standards and Residential Exterior Maintenance/Modification Policies, Procedures, Guidelines & Resolutions

Resolution of the
Craig Ranch Community Association Inc.
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

WHEREAS, the Community Charter for the Craig Ranch Community Association, Inc. (Association) grants the Board of Directors all of the powers and duties necessary for the Administration of the affairs of the Association; and

WHEREAS, the Board desires to adopt and set forth various criteria and elements of the Community Wide Standards as such term is defined within the Charter, with respect to the installation of certain improvements throughout the Association; and

WHEREAS, the Craig Ranch Community Association Residential Exterior Maintenance/Modification Policies, Procedures, Guidelines & Resolutions (the "Guidelines") were filed of record with the Office of the Collin County Clerk on January 20, 2006, and are recorded as Instrument No. 20060120000086090 in the Official Public Records of Collin County, Texas.

NOW, THEREFORE BE IT RESOLVED, that the following amendments to the Guidelines shall be effective immediately:

(A) The following is added to the Guidelines as it relates to certain Roofing Materials as provided in Chapter 202 of the Texas Property Code:

GUIDELINES FOR THE INSTALLATION OF CERTAIN ROOFING MATERIALS:

1. Roofing shingles covered by these Guidelines are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "*Roofing Shingles*").

2. Roofing Shingles allowed under these Guidelines shall:

a. resemble the shingles used or otherwise authorized for use in Craig Ranch;

b. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Craig Ranch; and

c. match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.

3. The owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Founder or the Design Review Committee that the proposed installation is in full compliance with paragraphs 1 and 2 above.

4. Roofing Shingles shall only be installed after receiving the written approval of the Founder or the Design Review Committee.

(B) The following is added to the Guidelines as it relates to certain Rainwater Harvesting as provided in Section 202.007 of the Texas Property Code:

GUIDELINES FOR THE INSTALLATION OF RAIN BARRELS OR RAIN WATER HARVESTING SYSTEMS

1. Rain barrels or rain water harvesting systems and related system components (collectively, "*Rain Barrels*") may only be installed after receiving the written approval of the Founder or the Design Review Committee.

2. Rain Barrels may not be installed upon or within common area of Craig Ranch.

3. Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the property owner's home and an adjoining or adjacent street.

4. The Rain Barrel must be of color that is consistent with the color scheme of the property owner's home and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured.

Exhibit "F-201"

5. Rain Barrels may be located in the side-yard or back-yard of an owner's Residential Parcel so long as these may not be seen from a street, another Lot or any common area of Craig Ranch.

6. In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph 5 above is impossible, the Founder or the Design Review Committee may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The owner must have sufficient area on their Residential Parcel to accommodate the Rain Barrels.

7. Rain Barrels must be properly maintained at all times or removed by the owner.

8. Rain Barrels must be enclosed or covered.

9. Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

(C) Paragraphs 2 and 9 appearing on page 19 of the Guidelines pertaining to **Flags / Patriotic Flags** are hereby amended to read in their entirety as follows:

2. The tops of permanent or temporary flagpoles may not be lower than fifteen (15') feet or taller than twenty (20') feet when measured from ground level (including flag ornamentation). The size of the flag must be appropriate for the height of the flagpole.

9. Only the United States Flag, the Flag of the State of Texas, and any Flags of the United States Armed Forces may be flown from these flagpoles. (For all other type of flag displays – i.e. seasonal, decorative flags – please see the Decorative Embellishment Guidelines).

(D) The following is added to the Guidelines as it relates to Solar Energy Devices as provided under Chapter 202 of the Texas Property Code during the development period:

Exhibit "F-201"

Solar Energy Devices as defined in Chapter 202 of the Texas Property Code shall be prohibited in Craig Ranch.

This is to certify that the foregoing amendments to the Craig Ranch Community Association Residential Exterior Maintenance/Modification Policies, Procedures, Guidelines & Resolutions were adopted by the Craig Ranch Community Association Board of Directors on this 25 day of August, 2011, and shall remain effective until such time as such amendments are modified, rescinded or revoked.

CRAIG RANCH COMMUNITY ASSOCIATION

By:_____
President

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

By:_____
Manager

EXHIBIT "G"
Index to Exceptions

Exhibit	Document/Subject Matter
G-1	Exception 1 - City Property
G-2	Exception 2
G-3	Exception 3

EXHIBIT "G-1"
Exception 1 - City Property

The following property is entitled to the exemption described in Section 3.8 of the Charter so long as the conditions set forth in that section are met.

TRACT ONE:

Being LOT 2, in BLOCK D, of VAN TUYL PLAZA ADDITION AT CRAIG RANCH, an Addition in the City of McKinney, Collin County, Texas, according to the Plat thereof recorded in Cabinet 2009, Page 331, of the Plat Records of Collin County, Texas.

TRACT TWO:

Being LOT 2R, in BLOCK A, of COOPER ADDITION, an Addition to the City of McKinney, Collin County, Texas, according to the Plat thereof recorded in Cabinet 2007, Page 428, of the Plat Records of Collin County, Texas.

EXHIBIT "G-2"
Exception 2

The Owner of a Parcel within the property described below in this Exhibit "G-2" (the "**G-2 Property**") shall be permitted to use such Parcel for any one or more of the following uses: research and development facilities, office, commercial and retail, museum and warehouse and distribution, including on-premises overnight parking of tractor trailer trucks or similar vehicles and loading and unloading of tractor trailer trucks or similar vehicles at on-site loading docks and bays and similar facilities. None of the foregoing uses shall constitute a prohibited use of a Parcel with the G-2 Property, including any prohibitions in the Charter related to trucks or noise. The G-2 Property consists of the following three tracts:

TRACT ONE:

BEING a 12.000 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, in the City of McKinney, Collin County, Texas and being a portion of a 27.898 acre tract of land described by deed to McKinney Seven 28, LP and recorded in Volume 5911, Page 5140 of the Deed Records of Collin County, Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the northerly corner of a corner cut-off line at the point of intersection of the northwesterly right-of-way line Henneman Way (80' wide, Cabinet 2007, Page 298) West right-of-way line of Stacy road (variable width);

THENCE following the northwesterly right-of-way line of said Henneman Way as follows:

South 16 degrees 04 minutes 40 seconds WEST a distance of 20.03 feet to a 5/8 inch iron rod set for corner;

South 64 degrees 34 minutes 09 seconds WEST a distance of 183.32 feet to a 5/8 inch iron rod set for corner;

South 62 degrees 39 minutes 39 seconds WEST a distance of 150.08 feet to a 5/8 inch iron rod set for corner;

South 64 degrees 52 minutes 19 seconds WEST a distance of 643.77 feet to a 5/8 inch iron rod set for corner;

THENCE departing the northwesterly right-of-way line of said Henneman Way, NORTH 00 degrees 38 minutes 52 seconds WEST a distance of 680.20 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 64 degrees 52 minutes 20 seconds EAST a distance of 704.09 feet to a 5/8 inch iron rod set in the West right-of-way line of said Stacy Road;

THENCE along the West right-of-way line of said Stacy Road, SOUTH 25 degrees 32 minutes 27 seconds East a distance of 597.24 feet to POINT OF BEGINNING.

CONTAINING 12.000 acres or 522,717 square feet of land, more or less.

TRACT TWO:

BEING a 3.724 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, in the City of McKinney, Collin County, Texas and being a portion of Lot 5, Block A of Henneman-Stacy Addition according to the plat recorded in Cabinet 2010, Page 226 of the Plat Records of Collin County, Texas (PRCCT) and being a portion of a 7.165 acre tract of land described by deed to FESTIVAL CENTER I, LTD and recorded in Volume 5993, Page 5221 of the Deed Records of Collin County, Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the Southeast corner of said Lot 5 and being the Southwest corner of Lot 3, Block A of HENNEMAN-STACY ADDITION according to the plat recorded in Cabinet 2010, Page 174 (PRCCT) and being located in the Northwest line of Henneman Way (80' wide);

THENCE along the Northwest line of said Henneman Way, SOUTH 64 degrees 52 minutes 20 seconds WEST a distance of 274.83 feet to a 5/8 inch iron rod set for corner;

THENCE departing the Northwest line of said Henneman Way, NORTH 00 degrees 38 minutes 52 seconds WEST a distance of 680.20 feet to a 5/8 inch iron rod set for corner and being located in the East line of Lot 1, Block A of McKinney Soccer Complex at Craig Ranch according to the plat recorded in Cabinet 2006, Page 842 (PRCCT);

THENCE departing the East line of said Lot 1, NORTH 64 degrees 52 minutes 20 seconds EAST a distance of 207.96 feet to a 5/8 inch iron rod set in the West line of a 27.898 acre tract of land described by deed recorded in Volume 5911, Page 5140 (DRCCT);

THENCE along the West line of said 27.898 acre tract of land, SOUTH 00 degrees 38 minutes 52 seconds EAST a distance of 116.17 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 89 degrees 21 minutes 08 seconds EAST a distance of 60.86 feet to a 5/8 inch iron rod set in the East line of said Lot 5 and being the West line of said Lot 3;

THENCE along a common line between said Lot 5 and Lot 3, SOUTH 00 degrees 38 minutes 52 seconds EAST a distance of 536.32 feet to the POINT OF BEGINNING;

CONTAINING 3.724 acres or 162,221 square feet of land more or less.

TRACT THREE:

BEING a 0.182 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, in the City of McKinney, Collin County, Texas and being a portion of Lot 5, Block A of the Henneman-Stacy Addition according to the plat recorded in Cabinet 2010, Page 226 of the Plat Records of Collin County, Texas (PRCCT) being a portion of a 27.898 acre tract of land described by deed to McKinney Seven 28, LP and recorded in Volume 5911, Page 5140 of the Deed Records of Collin County, Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch rod set for the North East corner of said Lot 5 and being the Northwest corner of Lot 3, Block A of HENNEMAN-STACY ADDITION according to the plat recorded in Cabinet 2010, Page 174 (PRCCT);

THENCE along a common line of said Lot 5 & Lot 3, Block A, SOUTH 00 degrees 38 minutes 52 seconds EAST a distance of 143.87 feet to a 5/8 inch iron rod set for corner and being located in the East line of a 7.165 acre tract of land described by deed to Festival Center I, Ltd. and recorded in Volume 5993, Page 5221 (DRCCT);

THENCE along the East line of said 7.165 acre tract of land, SOUTH 89 degrees 21 minutes 08 seconds WEST a distance of 60.86 feet to a 5/8 inch iron set for corner;

THENCE continuing along the East line of said 7.162 acre tract of land, NORTH 00 degrees 38 minutes 52 seconds WEST a distance of 116.17 feet to a 5/8 inch iron rod set for corner;

THENCE departing the East line of said 7.165 acre tract of land, North 64 degrees 52 minutes 20 seconds East a distance of 66.87 feet to the POINT OF BEGINNING;

CONTAINING 0.182 acre of 7,913 square feet of land more or less.

EXHIBIT "G-3"
Exception 3

The Owner of a Parcel within the property described below in this Exhibit "G-3" (the "**G-3 Property**") shall be permitted to use such Parcel for any one or more of the following uses: research and development facilities, office, commercial and retail, museum and warehouse and distribution, recreational facilities, including on-premises overnight parking of tractor trailer trucks or similar vehicles and loading and unloading of tractor trailer trucks or similar vehicles at on-site loading docks and bays and similar facilities. None of the foregoing uses shall constitute a prohibited use of a Parcel within the G-3 Property, including any prohibitions in the Charter related to trucks or noise. The G-3 Property consists of the following two parcels:

10.030-Acre Parcel

BEING a 10.030 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, and the Oliver Hedgecoxe Survey, Abstract Number 392, in the City of McKinney, Collin County, Texas and being a portion of a 27.898 acre tract of land described by deed McKinney Seven 28, LP recorded in Volume 5911, Page 5140 of the Deed Records of Collin County, Texas (DRCCT) and being a portion of all of a 1.328 acre tract of land described by deed to McKinney Seven 28, LP and recorded in Volume 6075, Page 6646 (DRCCT) and being all of a 0.165 acre tract of land described by deed to McKinney Seven 28, LP and recorded in Clerk File No. 20060316000349080 (DRCCT) and being Lot 6R1, Block A of the Amended Conveyance plat of Henneman-Stacy Addition according to the plat filed in Cabinet 2011, Page 198 of the Plat Records of Collin County, Texas (PRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the Northwest corner of a 7.165 acre tract of land conveyed to Festival Center I, Ltd. And recorded in Volume 5993, Page 5221 (DRCCT) and being located in the South line of Collin McKinney Parkway (120 feet wide at this point) and being located in a non-tangent curve to the left having a radius of 2,560.00 and a chord bearing of North 72 degrees 33 minutes 41 seconds East;

THENCE along the South line of said Collin McKinney Parkway as follows:

Continuing along said non-tangent curve to the left through a central angle of 06 degrees 16 minutes 15 seconds for an arc length of 280.19 feet to a 5/8 inch iron rod set for corner;

North 71 degrees 25 minutes 25 seconds East a distance of 154.20 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 2,570.00 feet and a chord bearing of North 65 degrees 16 minutes 43 seconds East;

Continuing along said curve to the left though a central angle of 01 degree 25 minutes 10 seconds for an arc length of 63.67 feet to a 5/8 inch iron rod set for the end of said curve;

North 64 degrees 34 minutes 08 seconds East a distance of 70.28 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 66.00 feet and a chord bearing of South 80 degrees 17 minutes 45 seconds East;

Continuing along said curve to the right through a central angle of 70 degrees 16 minutes 26 seconds for an arc length of 80.95 feet to a 5.8 inch iron rod set in the West line of Stacy Road (variable width);

THENCE along the West line of said Stacy Road, South 25 degrees 32 minutes 27 seconds East a distance of 663.83 feet to a 5/8 inch iron rod set for Northeast corner of Lot 3, Block A of Henneman-Stacy Addition according to the plat recorded in Cabinet 2010, Page 174 of the Plat Records of Collin County, Texas;

THENCE departing said Stacy road and following the North line of said Lot 5, South 64 degrees 52 minutes 20 seconds West a distance of 770.96 feet to a 5/8 inch iron rod set for the Northwest corner of said Lot 3 and being the Northeast corner of Lot 5, Block A of Henneman-Stacy Addition according to the plat recorded in Cabinet 2010, Page 226 of the Plat Records of Collin County, Texas and being located in the East line of said 7.165 acre tract of land;

THENCE along the East line of said 7.165 acre tract of land, North 00 degrees 38 minutes 52 seconds West a distance 751.74 feet to 5/8 inch iron rod set for the Northeast corner of said 7.165 acre tract of land;

THECE South 89 degrees 16 minutes 27 seconds West a distance of 189.26 feet to the POINT OF BEGINNING;

CONTAINING 10.030 acres or 436,918 square feet of land, more or less.

3.453 Acre Parcel

BEING a 3.453 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762 in the City of McKinney, Collin County, Texas and being the remainder of a 7.165 acre tract of land conveyed to Festival Center I, Ltd. recorded in Volume 5993, Page 5221 of the Deed Records of Collin County, Texas and being Lot 7R1, Block A of the Amended Conveyance Plat for Henneman-Stacy Addition according to the plat recorded in Cabinet 2011, Page 198 of the Plat Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the Northwest corner of said 7.165 acre tract of land and being located in the South line of Collin McKinney Parkway (120 foot wide at this point);

THENCE departing the South line of said Collin McKinney Parkway, North 89 degrees 16 minutes 27 seconds East a distance of 189.26 feet to a 5/8 inch iron rod set for the Northeast corner of said 7.165 acre tract of land;

THENCE along the East line of said 7.165 acre tract of land, South 00 degrees 38 minutes 52 seconds East a distance of 751.74 feet to a 5/8 inch iron rod set for Northwest corner of Lot 3, Block A of Henneman-Stacy Addition recorded in Cabinet 2010, Page 174 of the Plat Records of Collin County, Texas (PRCCT) and being the Northeast corner of Lot 5, Block A of Henneman-Stacy Addition recorded in Cabinet 2010, Page 226 PRCCT);

THENCE departing said East line and following the North line of said Lot 5, South 64 degrees 52 minutes 20 seconds West a distance of 207.96 feet to 5/8 inch iron rod set for the Northwest corner of said Lot 5 and being located in the West line of said 7.165 acre tract of land;

THENCE along said West line, North 00 degrees 38 minutes 52 seconds West a distance of 837.66 feet to the POINT OF BEGINNING.

EXHIBIT "H"
Additional Dedicatory Instruments

Exhibit	Document/Subject Matter
H-1	Collections Policies and Procedures (2013)
H-2	Code of Ethics for Directors and Officers (01/10/2006)
H-3	Animal Nuisance and Complaint Procedure
H-4	Access to Records Policies and Procedures (01/10/2006)
H-5	Inspection and Copying of Books and Records (08/25/2011)
H-6	Document Retention Policy (08/26/2011)
H-7	Service Area Committee Charter (02/23/2016)
H-8	Chartered Club Guidelines

Exhibit "H-1"

CRAIG RANCH

Collections Policies and Procedures
[2013]

Resolution of the
Craig Ranch Community Association, Inc.
Board of Directors
Regarding Collection Policies and Procedures

WHEREAS, the Community Charter for the Craig Ranch Community Association, Inc. (Association) grants the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board desires to adopt and set forth various criteria and as it pertains to collection of Assessment Fees;

NOW, THEREFORE BE IT RESOLVED, that the following Collection Policies and Procedures be adopted and accepted as policy for the Craig Ranch Community Association, Inc.

Assessment Related

1. Assessment statements/coupon statements will be mailed to all property owners of record by the Management Firm at least thirty (30) days prior to the due date. All assessments are due and payable to the Association based off the following schedule:

	Due By	**Delinquent After**
All Single-family Freestanding Residences (including but not limited to all homes within the Settlement and the Estate community) – *with a benefited assessment in addition to the master fees*	January 1st of each year	January 31st of each year
All commercial property – *with a benefited assessment in addition to the master fees*	January 1st of each year	January 31st of each year
All CRCA master association fees – regardless of location or type of home or additional benefited assessments	January 1st of each year	January 31st of each year

Exhibit "H-1"

All Single-family Freestanding Residences (including but not limited to all homes within the Settlement and the Estate community) and all town home and condominium developments (including but not limited to all homes within the Hemingway, Wellstone & Grand Lodges sections) – *with a benefited assessment in addition to the master fees*	1st of each month	15th of each month

2. Interest at a rate of 10% per annum is charged on assessments to all accounts that remain unpaid or delinquent as of the last day of each month. A monthly late fee of $15.00 is also applied to all delinquent accounts. Delinquent accounts are those with a past due assessment balance that are not on an approved, written Payment Plan. Late fees and interest will be charged, if an account remains delinquent after the "Delinquent After" date listed above for the applicable community. Additional late fees and interest will accrue for each subsequent month the account has not been paid in full. An additional collection fee will be charged and due to the Association's management company in accordance with the management agreement between the Association and the Management Firm. These collection fees are non-negotiable and will not be waived or reduced.

Example: Account owes $513. Account not paid by January 31st. On February 1st, a collection fee of $15 and a late fee of $15 are added to the account balance. Interest of $4.26 is also added to the account balance. New balance is $547.26. (Interest charges will be the same whether the payment is 1 day late or 10 days late, because the charge is for the month of January.)

Same account still not paid by February 28th. On March 1st, a collection of $15 and a late fee of $15 is added to the account balance. Interest of $4.26 is added to account balance. New balance is $581.52. (Interest charges will be the same whether the payment is 1 day late or 10 days late because the charge is for the month of February.)
Different neighborhoods may have different assessment amounts. The above is an example.

3. US Postal Service postmarks will be used to determine whether a payment is on time or late for purposes of applying late fee and interest. Any payment not postmarked by the applicable "Delinquent After" date listed above will be subject to late fees and interest. Envelope containing payment must be clearly marked with owner's return address and account number in order to receive late fee waiver based on postmark. (In some cases, our banking facilities open and post payments. We subsequently review postmarks for late fee waivers.)

4. All property owners with any delinquent amounts outstanding (including, but not limited to, assessments, deed restriction fines, legal fees, interest, and late fees) are deemed to be a "member not in good standing." This includes all accounts for which there is an approved payment plan or amounts being disputed by a property owner until such time as any disputed balance is paid or the dispute resolved.

5. After the first of the month following the first month of delinquency, delinquent accounts will be notified by Certified US Mail that the past due balance is due and payable by a "date certain" or the account will be turned over to the Association's counsel for collection. All applicable attorney's fees and costs, plus monthly late and collection fees and interest will be added to the account. A demand letter will then be mailed to each delinquent property owner, with a detailed past due amount from

the day of the month it was turned over to Association counsel. At this point, all privileges of ownership, including but not limited to community services, amenity usage and the right to vote on association matters, will be denied until the balance is paid in full.

The following is the schedule followed once an account is referred to the Association's counsel for collection:

(a) Demand Letter – allows homeowner thirty (30) days to pay amounts due;
(b) Second Demand Letter – accompanied by Notice of Assessment Lien which is recorded with the Collin County Clerk. Allows the homeowner twenty (20) days to pay amounts due;
(c) Pre-Posting Letter – allows homeowner at least twenty (20) days to pay amounts due prior to Association filing an Application for an Order of Foreclosure;
(d) Application for an Order of Foreclosure is filed with the Courts;
(e) Notice of Sale – property is posted for sale at the Collin County Courthouse after an Order of Foreclosure has been obtained from the Court. Allows homeowner at least twenty-one (21) days to pay amounts due prior to foreclosure sale;
(f) Foreclosure Sale – takes place on the first Tuesday of the month after at least twenty-one (21) days notice.
(g) Right of Redemption – homeowner has one hundred-eighty (180) days to redeem the property after notice of the foreclosure and right of redemption is sent to homeowner.

6. After the delinquent accounts have been turned over to the Association counsel for collection, the account will continue accruing late and collection fees and interest monthly, unless the property owner is on an approved payment plan schedule through the Association counsel.

Application of Payments
Payments received from an owner will be applied according to applicable law.

Payment Plan

Payment Plans may be approved provided:

1. Payment Plans must be requested by an Owner, and such requests must be submitted in writing to the Association's Community Manager.
2. Payment Plans will be no less than 3 months. Any Payment Plan that extends more than 3 months will be determined and approved by the Board of Directors, in its sole and absolute discretion, and may depend on the circumstances of the requesting Owner.
3. The Board of Directors is not obligated to accept any Payment Plan proposal from an Owner who has breached a Payment Plan in the preceding 2 years period.

If terms of the approved Payment Plan are strictly met:

1. Interest will accrue on the unpaid balance during the term of the Payment Plan. Reasonable costs associated with the administration of the Payment Plan will be added to the account.
2. No further legal action will be initiated by CRCA.

Exhibit "H-1"

CRCA has the authority to deny any plan submitted if it exceeds 3 months. If for any reason the property owner does not strictly adhere to the approved Payment Plan schedule, the Association will turn the account over to the Association's counsel without further notice to the property owner and the property owner will be charged all attorney's fees and costs associated with the collection of the delinquency. The foregoing statement complies with Section 209.008(a) of the Texas Property Code and the "date certain" addressed in the statute is the "Payment Due Date" established on the approved Payment Plan; and the property owner will be responsible for the payment of all interest, penalties, and late fees against the amount due from the original due date of the amount due until paid in full.

Loss of Privileges

All property owners with any delinquent amounts outstanding (including, but not limited to assessments, deed restriction fines, legal fees, interest and late fees) are deemed to be a "member not in good standing." This includes all accounts for which there is an approved payment plan or amounts being disputed by a property owner until such time as any disputed balance is paid or the dispute resolved. As such the property owner, after compliance with Section 209.006 of the Texas Property Code, may be denied access to any recreational facilities; and, may not be allowed to serve as a member of any committee or a neighborhood representative.

Balances for Amounts Owed Other than Assessments

If there is a balance on an account in excess of $200.00 for charges other than assessments, CRCA has the right to pursue all legal remedies available, including but without limitation, loss of privileges to the property owner, litigation seeking a personal judgment against an Owner, etc.

This is to certify that the foregoing resolution was adopted by the Craig Ranch Community Association, Inc. Board of Directors, and serves to supersede all prior Resolutions on Collection Policies and Procedures, and shall remain in effect until such date as it may be modified, rescinded or revoked by the Board of Directors.

President

Exhibit "H-2"

CRAIG RANCH

Code of Ethics for Directors and Officers

Resolution of the
Craig Ranch Community Association, Inc.
Board of Directors
Regarding Code of Ethics for Directors and Officers

WHEREAS, the Community Charter for the Craig Ranch Community Association, Inc. (Association) grants the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board desires to adopt and set forth various criteria as it pertains to Code of Ethics for all directors and officers;

NOW, THEREFORE BE IT RESOLVED, that the following Code of Ethics be adopted and accepted as policy for the Craig Ranch Community Association, Inc.

1. In performing their duties, officers and directors shall act as fiduciaries. Directors shall exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule. A director shall act in accordance with the business judgment rule so long as the director:

    a. acts with the expressed and implied scope of the governing documents of the Association; and
    b. affirmatively undertakes to make decisions which are necessary for the Association's continued and successful operation and, when decisions are made, they are made on an informed basis; and
    c. acts on a disinterested basis, promptly discloses any real or potential conflict of interest (pecuniary or other), and avoid participation in such decisions and actions; and
    d. acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

2. No officer or director may use their position to enhance their financial status. Unless otherwise approved by a majority of the other directors, no officer or director may transact business with the Association during their term as an officer or director, or within two years after their term expires. An officer or director must promptly disclose in writing any actual or potential conflict of interest relative to their performance as an officer or director.

3. Each officer and director will use their best efforts at all times to make decisions that are consistent with high principals, and to protect and enhance the safety and property value of the members.

4. No officer or director will engage in any writing, publishing, or speech making that defames any other officer, director, member of the Association or management staff member.

5. Each officer and director will not knowingly misrepresent facts to the members of the Association for the purpose of advancing a personal cause or influencing members to place pressure on any officer or director to advance the member's personal cause.

6. No officer or director will seek to have a contract or service agreement implemented that has not been duly approved by the Board of Directors.

7. Officers and directors will not interfere with a contractor implementing a contract in progress. Except for emergency situations, all communications will go through a designated management staff member.

8. No officer or director will harass, threaten, or attempt through any means to control or instill fear in any member of the Association, any management staff member or the management company.

9. Confidentiality of the personal lives of other officers and directors, Association members and management staff will be protected by the officers and directors.

10. Language and conduct at all Association meetings will be kept professional. Personal attacks against members, officers, directors and management staff members are prohibited and are inconsistent with the best interests of the community. It is understood that differences of opinion will occur and are encouraged. They should be expressed in a clear and concise business fashion.

This is to certify that the foregoing Code of Ethics was adopted by the Board of Directors of Craig Ranch Community Association, Inc., effective as of January 10, 2006 until such date as it may be modified, rescinded or revoked.

Richard D. Thomas
President

Exhibit "H-2"

Exhibit "H-3"
Animal Nuisance Complaint Procedure for CRAIG RANCH

Affidavits

Prior to filing a formal complaint, we suggest that you first try to make contact with the owner of the animal made the subject of your complaint. Owners are oftentimes unaware that there is a problem. You may also contact the City of McKinney Animal Control department, (972) 547-7445, and request that it issue a warning notice to the offender. If this does not help, you can then call the Craig Ranch Onsite Office at (972) 548-9191 and advise management of the situation. Be sure to have the owner's address (you must have the EXACT address to ensure we make contact with the correct parties), a description of the animal involved, the nature of the complaint (i.e. barking, running loose, defecating etc.), and the dates, times and location of each occurrence. Management will then send you an affidavit for you to complete and sign in the presence of a notary public.

It is EXTREMELY important that you follow the directions. *Failure to do so may result in management not pursuing enforcement measures.* Also, be aware that once enforcement measures have commenced based on your affidavit, you may be required to appear at a board meeting should the owner wish to contest the enforcement measures. Affidavits must be completely filled out. Fines will only be levied if and when the violations are supported by Affidavits

Affidavits must contain the following information:

1. Affiant's Name- Your Name
2. Affiant's Address
3. Affiant's Phone
4. Date of Statement - Date you filled the statement out (not violation date)
5. Owner's Address (Name is not required but helps if you do know it)
6. Animal Description (Describe the animal(s) best you can)
7. *SPECIFIC DATES* - this is a MUST, enforcement measures will NOT be issued without a specific dates of violation (simply writing "everyday" or "daily" is NOT acceptable). You must show that the animal(s) in question show a pattern of nuisance. Remember, dogs are allowed to "Alert" or "Watchdog" bark.
8. *SPECIFIC TIMES* - this is a MUST, enforcement measures will NOT be pursued without a specific times of violation - (leaving a time out or writing "all day long" are NOT acceptable). List starting AND ending times and be sure to notate AM or PM.
9. A full description of the violation. Who, What, When, Where and How.
10. Affiant's signature in the presence of a Notary Public.

Exhibit "H-3"

CRAIG RANCH COMMUNITY ASSOCIATION

ANIMAL NUISANCE AFFIDAVIT AND LOG SHEET

AFFIANT'S NAME _____

ADDRESS _____

PHONE # (HOME) _____ **(WORK)** _____

DATE OF STATEMENT _____ **TIME** _____

STATEMENT:

ANIMAL OWNER'S NAME (IF KNOWN): _____

ADDRESS _____

DESCRIPTION OF ANIMAL (S) CREATING NUISANCE (SPECIES, COLOR, SIZE OF EACH) and DESCRIPTION OF CONDUCT MADE THE BASIS OF THE COMPLAINT

_____

_____

DATE: _____ **BEGIN TIME:** _____ **END TIME:** _____

DATE: _____ **BEGIN TIME:** _____ **END TIME:** _____

DATE: _____ **BEGIN TIME:** _____ **END TIME:** _____

DATE: _____ **BEGIN TIME:** _____ **END TIME:** _____

DATE: _____ **BEGIN TIME:** _____ **END TIME:** _____

_____ _____

SIGNATURE OF AFFIANT **DATE**

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Subscribed and sworn to before me on this the _____ day of _____, 200__, by _____.

_____

Notary Public, State of Texas

Exhibit "H-4"

CRAIG RANCH

Access to Records Policies and Procedures

Resolution of the
Craig Ranch Community Association, Inc.
Board of Directors
Regarding Access to Records Policies and Procedures

WHEREAS, the Community Charter for the Craig Ranch Community Association, Inc. (Association) grants the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS the Craig Ranch Community Association, Inc., (Association) keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (Board); and,

WHEREAS the members of the Association shall have the right, during reasonable business hours, to inspect the books and records of the Association; and,

WHEREAS it is desirable to impose certain reasonable restrictions on the process of record inspection and copying;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection of the books and records of the Association:

1. A request to inspect the books and records of the Association must be submitted in writing, to the Board and/or its duly authorized agent at least seventy-two (72) hours prior to the planned inspection. The Association's governing documents, its membership register, its books of account, and the minutes of the meetings of the members, the Board, and oommittees may be inspected.

2. The request must include a purpose for the inspection that is reasonably related to the intent of the party requesting the inspection and must specify with some particularity which records are to be inspected, so that such records may be recovered in an orderly manner and assembled for inspection.

3. All records shall be inspected at the Association office or other such place as the Board may designate, between the hours of 10:00 AM. and 4:00 PM, Monday through Friday, except for holidays.

4. Persons requesting access to the books and records shall not disrupt the ordinary business activities of the Association office and/or the Association's managing agent during the course of inspection.

5. No original records may be removed from the premises without the express written consent of the Board.

6. Certain records of the Association for prior years may be located at remote storage facilities. Persons requesting inspection of such records will be required to reimburse the Association its costs for the recovery and subsequent re-storage of these records.

7. In the event the persons reviewing the records is desirous of making photocopies, such persons may either bring their own duplicating machine to the Association office or mark such documents that are to duplicated and copies will be furnished at cost of $.15 per copy.

8. The Association is under no obligation to provide any additional information other than that which is required by law.

This is to certify that the foregoing resolution was adopted by the Board of Directors of Craig Ranch Community Association, Inc., effective as of January 10, 2006 until such date as it may be modified, rescinded or revoked.

Richard D. Thomas
President

Exhibit "H-4"

Exhibit "H-5"

RESOLUTION OF THE CRAING RANCH COMMUNITY ASSOCIATION BOARD OF DIRECTORS REGARDING THE INSPECTION AND COPYING OF BOOKS AND RECORDS

WHEREAS the Craig Ranch Community Association, (the "*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (collectively, the "*Association Records*"); and,

WHEREAS the members of the Association shall have the right, during reasonable business hours, to inspect and obtain copies of Association Records; and,

WHEREAS it is desirable to impose certain reasonable restrictions on the process of record inspecting and copying Association Records;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection and copying of Association Records:

1. An owner, or a person designated in writing by the owner as the owner's agent, attorney or certified public accountant may make a request to inspect or obtain copies of Association Records.

2. A request to inspect the books and records of the Association must be submitted in writing via certified mail, return receipt requested, to the Association and/or its duly authorized agent by certified mail to: at the address of the Association has set forth on its most recently filed Management Certificate.

3. The request must identify with sufficient detail the Association Records requested and contain an election to either receive copies of identified Association Records or to inspect the Association Records requested. The Association's governing documents, its membership register, its books of account, and the minutes of the meetings of the members, the Board, and committees may be inspected.

4. The Association, within 10 business days from receipt of a request under paragraph 2, will provide, as appropriate:

   (i) if an inspection is requested, written notice of dates during normal business hours during which Association Records requested, to the extent they are in the possession, custody or control of the Association, may be inspected;

   (ii) if copies are requested, produce copies of the requested Association Records to the extent they are in the possession, custody or control of the Association (if prior payment for such records has been received); or

Exhibit "H-5"

(iii) if the Association is unable to produce the Association Records requested which are in the possession, custody or control of the Association, send written notice that it is unable to produce the records within the 10-day period and set forth a date, within 15 business days of the notice provided under this paragraph 4 (iii), by which the records will be sent or made available for inspection to the owner.

5. The Association will send the requesting party an estimate of the costs to respond, compile, produce, and reproduce information requested. The Association shall require advance payment, in certified funds, of the estimated costs. The requesting party shall be responsible for any costs above the estimate and the full amount due will be added to the requesting party's account as an assessment if not paid in full upon request.

6. Persons requesting to inspect Association Records shall not disrupt the ordinary business activities of the office where Association Records are kept during the inspection.

7. Certain Association Records shall remain confidential and will not be provided in response to a request for copies or inspection of Association Records, to wit: violation histories of owners, owners' personal financial information (including records of assessment payment history), owners' contact information other than address, and Association personnel files. Association Records described in this paragraph 7 shall only be made available with the identified owner's written approval or a court orders the Association to release the information.

8. No original books or records may be removed from the premises without the express written consent of the Board.

9. Owners are responsible for the costs of producing and copying Association Records. Costs are $.10 per page, $.50 per oversize page, $15.00 per hour for personnel time spent in responding to a request, overhead of 20% of personnel charge, and must be paid in advance. A personnel charge and overhead charge will not be made for complying with requests that are for 50 or fewer pages of paper records, unless the records are located in a remote storage facility or in two or more separate buildings. To the extent that retrieval of documents from a remote storage facility results in a charge, the Association shall charge the costs of such services to the requesting owner.

10. The Association is under no obligation to provide any additional information other than that which is required by law.

This is to certify that the foregoing Resolution was adopted by the Board of Directors of Craig Ranch Community Association, on this 25 day of August, 2011, and shall remain effective until such time as it is modified, rescinded or revoked.

_____, President

Exhibit "H-6"

RESOLUTION OF THE CRAIG RANCH COMMUNITY ASSOCIATION BOARD OF DIRECTORS REGARDING DOCUMENT RETENTION POLICY

WHEREAS the Craig Ranch Community Association, Inc., (the "*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (the "*Board*"); and,

WHEREAS the Board of Directors (the "*Board*") of the Association has determined that it would be in the best interests of the Association to provide a policy establishing guidelines for effectively managing the records of the Association in order to meet legal requirements for record retention and privacy protection, optimizing the use of space, minimizing the cost of record retention, and properly destroying outdated records; and,

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby establishes and adopts the following procedures to be observed in furtherance of the Document Retention Policy of the Association:

1. Policy

   a. It is the Association's policy to maintain complete, accurate and high quality documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy.

   b. Documents that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.

   c. The Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.

2. Compliance - This Document Retention and Destruction Policy is not intended to be exhaustive and accordingly, will be implemented to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state and local statutes and regulations and industry custom and practice.

Exhibit "H-6"

3. Board Members - The Association does not require Board members to maintain any Documents. Board members, in their discretion, may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board members receive Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board members shall send the originals of such Documents to the Manager to be maintained in the Official Files.

4. Annual Purge of Files

   a. The Manager and each Board member electing to maintain Documents shall conduct an annual purge of files that are under their control. The annual purge of files shall be completed within the first quarter of each calendar year.

   b. When a member of the Board of Directors ceases to be a member, the Board member shall either destroy or turn over to the Manager, all Documents and files relating to the business of the Association. If the Documents and files are turned over, from that time forward, the Manager shall have the responsibility to conduct the annual purge of files maintained by the former Board member.

5. Destruction Procedure

   a. If the Documents to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, the Documents may be placed in a trash receptacle.

   b. If the Documents to be destroyed are not of public record, they should be recycled if their confidentiality can be protected or they may be shredded, burned, chemically treated or otherwise made illegible.

6. Certification - Following the annual purge of files, the Manager, if requested by the Board, shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines.

7. Miscellaneous - There may be immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.

8. Onset of Litigation - Upon the institution of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. Therefore, at the direction of legal counsel, the Manager will advise the Board Members, and any other person who may maintain

Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in the Records Retention Schedule will be applied.

9. Definitions

   a. Document means any documentary material, that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM.

   b. Community Manager means the Manager of the Association.

   c. Official Files means the files maintained by the Manager of the Association. Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.

   d. Permanent means that the retention period for that document is permanent.

10. Record Retention Schedule

   a. The retention periods identified with particular Documents are intended as guidelines. In particular circumstances, the Manager and Board Members have the discretion to determine that either a longer or shorter retention period is warranted.

   b. Although every conceivable Document is not listed below, the following list should serve as a basis for retention schedules for the Association's Documents.

Exhibit "H-6"

RECORD RETENTION SCHEDULE

DOCUMENT TYPE		RETENTION OR TERMINATION PERIOD
Corporate Documents and Governing Instruments	Articles of Incorporation, Certificate of Formation, Bylaws, Restrictive Covenants, Resolutions, Policies, Committee Charters, Rules, Regulations, Guidelines, Dedicatory Instruments, All Amendments and Supplements, Plats/Maps, Easements, Annexation Records, Management Certificates	Permanent
	Insurance Policies, Records, Claims, Disbursements, Settlements	Five (5) years after policy terminates; Five (5) years for settled claims
	Easement Agreements	Permanent
	Voting Records, Proxies, Ballots, Sign-In Sheet	Four (4) years
	Property Deed for Common Areas	Permanent
	Committee Reports	Four (4) years
Financial Books and Records	Financial Sheets (Balance Statement, Income Statement, Statement of Liabilities), General, General Ledgers, Accounts Receivable, and Accounts Payable Ledgers, Aging Reports, Bank Statements, Approved Budgets, Vendor Invoices/Disbursements, Check Registers, Canceled Checks, Copies of Payments Received, Expense Reports, Investment Information, Signature Cards	Seven (7) years
	Loan Documents	Four (4) years after loan is discharged

Exhibit "H-6"

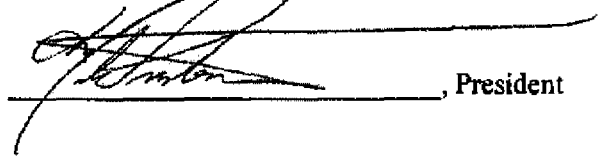
Financial Books and Records (cont'd)	Workers' Compensation Records, Accident Reports and Insurance Claims for Workers' Compensation Claims	Permanent
	Depreciation Schedules	Life of Asset Plus Four (4) years
	Correspondence Relating to General Financial Matters	Four (4) years
Account Records of Current Owners	Owner Information, General Owner Correspondence, Violation Correspondence, Architectural Applications, Collection Correspondence, Legal Collection Correspondence, Dispute of Debt,	Period of Ownership Plus Five (5) years
	Architectural or ACC Applications/Submissions, Property Deed,	Period of Ownership Plus Five (5) years
	Liens/Release of Liens, Law/Legal Correspondence Property Specific	Period of Ownership Plus Five (5) years
	Approved Architectural or ACC Applications/ Submissions	Permanent
Vendor or Contract for Labor Records	Vendor Contracts	Four (4) years after the expiration of the contract term; Contracts with warranty, seven (7) years
	Bid Proposals/ Specifications (contracts not entered into by the Association)	Two (2) years
	Contract for Labor or Employment	Four (4) years after the expiration of the contract term
	Personnel files, if any including wage rates, job description, etc.	Permanent

Exhibit "H-6"

Meetings of Owners and Board of Directors	Approved Minutes of Meetings of Owners and Board of Directors, including Executive Sessions	Seven (7) years
	Meeting Audio or Video Recording	If made, destroy prior to next meeting
Tax Returns and Audit Records	Federal, State, and State Franchise Tax Returns	Seven (7) years
	Financial Audits, IRS Notices/Federal Tax ID, Texas Notice of Franchise Exemption	Permanent
Professional Reports	Legal Opinions, Engineering/Structural Reports and other Professional Reports/Opinions	Permanent
	Lawsuits	Permanent
	Reserve Studies Relating to Study of Common Areas	Permanent
Miscellaneous Documents, Correspondence, Statements or Records		Seven (7) years

This is to certify that the foregoing Resolution was adopted by the Board of Directors on 8/25, 2011, and shall remain effective until such Resolution is modified, rescinded or revoked.

CRAIG RANCH COMMUNITY ASSOCIATION



, President

Exhibit "H-7"

CRAIG RANCH
CRCA

SERVICE AREA COMMITTEE CHARTER

WHEREAS, the Board of Directors of the Craig Ranch Community Association, a Texas nonprofit corporation (the "Board"), has determined a need to set forth a charter setting forth the duties of what will be known as the Service Area Committee.

WHEREAS, the Board of Directors finds there is a need to establish a Charter for the Service Area Committee for the purpose of providing guidance to the committee members as they provide input and support to the Board on matters which affect the service area;

WHEREAS, the Board of Directors has determined that the best interest of the service area would be served by establishing a charter for the Service Area Committee (the "Committee") for the purpose of providing direction and functioning roles to volunteers.

NOW, THEREFORE, LET IT BE RESOLVED, by the Board of Directors that the following Charter for the Service Area Committee is hereby adopted:

- The Committee shall consist of 3 or 5 members, as determined by the Board, in good standing.

- Each member of the Committee shall serve for term of two (2) years or until their successor is elected. Staggered terms must be observed to the greatest extent possible such that two (2) members will be elected in even numbered years and either one or three members, as the case may be, will be elected in odd numbered years. A Committee member may serve no more than five (5) consecutive terms. Any Committee member who has three consecutive unexcused absences from Committee meetings will be deemed to have resigned from the Committee. A successor may be appointed by the Committee to fill a vacancy for the remainder of the term.

- The Committee members shall elect a Chairperson who shall preside at all Committee meetings and transmit information to Management Staff and the Board. The Chairperson shall attend all meetings of the Board. In the Chairperson's absence, one Committee member shall be designated to attend a meeting of the Board. The Chairperson shall coordinate with the appointed Board Liaison and the

Management Staff Liaison. Members will conduct themselves responsibly and observe the confidentiality of materials and information received.

- The Committee shall provide guidance and support to the Board on matters which preserve, enhance or maintain the assets of the Association and the living experience of the owners.

- The Committee shall conduct research, provide organized volunteer efforts, and make recommendations to the Board, as requested. Recommendations should be harmonious with the thematic integrity of the service area in particular and Craig Ranch as a whole, and take into consideration the laws, governing documents, and annual operating budget of the service area and Association. The Committee is only authorized to, and is responsible for responding to requests made by, the Board or the Community Manager, and shall communicate the results of such efforts to the requesting party for consideration.

- The Committee shall coordinate and preside over at least one meeting of lot owners in the service area each year during the month of April to elect the Committee.

- The Committee may meet as needed to review and discuss the items listed above and make any necessary recommendations to the Board. Notice of these meetings will be provided to the Board, Committee members and Management at least 72 hours before the meeting.

- The Committee shall provide written Minutes of Committee meetings, and a quarterly Report to the Board on Committee discussions, recommendations, and status of assigned project(s). The Management Staff Liaison must receive these no later than one week prior to the Board Meeting.

- One or more Committee members may be removed by the Owners at a Service Area meeting called for that purpose. Owners representing no less than thirty percent (30%) of the Units within the Service Area must be present at a meeting in order to remove a Committee member. A Committee member shall be removed upon a vote of Owners representing the majority of the Units within the Service Area who are present at such meeting. A Committee member whose removal is sought shall be given notice of the meeting and must be given an opportunity to be heard at the meeting. Upon removal of a Committee member, a successor may then and there be elected to fill the vacancy so created. Should the owners fail to elect a successor at the meeting, the remaining Committee members may appoint a successor to fill the unexpired term.

Exhibit "H-7"

IT IS, FURTHER RESOLVED, THAT THE SERVICE AREA COMMITTEE SHALL:

- **NOT** have any authority whatsoever to bind or to impose obligations on the Board. The Board may take action and or make decision with or without involving the Committee and take action and or make decisions which are consistent with or contrary, in whole or in part, to any committee recommendation.

- **NOT** have any authority whatsoever to bind the Association to any contractual or other liabilities, nor have any decision-making authority, which is binding upon the Association, and shall not interfere with the lifestyle programs or special events that utilize the facilities.

- **NOT** have authority to give directions and/or instructions to contractors, management or employees, and will not communicate or represent the Association's or Committee's business interests or positions to persons outside the Association or seek bids for services or any other matters without the explicit request of the Board.

- **NOT** have authority to respond independently and/or directly to Association membership requests, but shall refer requests to the management office for agenda consideration and response.

This Charter for Service Area Committee was approved by the Board of Directors of the Craig Ranch Community Association at a duly convened meeting held on the 23 day of February 2016

Miles Prestemon, President

2-23-16
Date

Exhibit "H-8"

CRAIG RANCH

Chartered Club Guidelines

Exhibit "H-8"
Introduction

Charter Clubs are instrumentalities of and sponsored by the Craig Ranch Community Association (CRCA or Association) to foster and promote opportunities for all Association Members (residents) to pursue common interests in hobby, educational, recreational, social, service and cultural endeavors. The charter club program is designed to encourage the general membership to fully participate and enjoy the programs and facilities provided by the Association within Craig Ranch.

Membership in chartered clubs is limited to activity cardholders in good standing with the CRCA. Chartered clubs are organized under the following guidelines and written charters adopted by the Association Board of Directors. It is the purpose of these guidelines to provide direction and structure to the charter club system and enable the membership to fully enjoy the facilities and programs offered.

Charter club programs are a key reason why life at Craig Ranch is enjoyable and rewarding to our residents. You will meet new neighbors who share your same interests, developing many long lasting friendships and new talents.

Charter clubs are responsible for the maintenance, repair and safe operation of the equipment provided or otherwise obtained by the club, as well as for the safety of club members and others participating in club activities of using the Community equipment.

These guidelines are subject to change based on the Craig Ranch Community Association experience and subject to approval of the Board of Directors.

Exhibit "H-8"
TABLE OF CONTENTS

Chapter 1 – General Information

1.1 Authority
1.2 Responsibilities
1.3 Allocation of Facility Space
1.4 Club Forms
1.5 Community Services Organizations

Chapter 2 – Establishing a Chartered Club

2.1 General
2.2 Charter
2.3 Procedures for Charter Application
2.4 Club File

Chapter 3 – Membership and Club Operations

3.1 Membership
3.2 Special Interest Groups (SIGS)
3.3 Guests
3.4 Revoking a Charter
3.5 Use of Facilities
3.6 Program Supervision and Safety
3.7 Facility Scheduling
3.8 Association Management Meetings

Chapter 4 – Financial Controls and Procedures

4.1 Records and Accountability
4.2 Contracts for Services and Instructional Classes
4.3 Management Review
4.4 Insurance
4.5 Resale Activities
4.6 Club Dissolution

Chapter 5 – Fees and Charges

5.1 Dues and Special Assessments
5.2 Facility Use and Maintenance
5.3 Admission Fees
5.4 Commercial Activity
5.5 Contributions and Donations
5.6 Profit Making Activities

Exhibit "H-8"

CHAPTER ONE

General Information

1.1 **Authority:** The authority to approve new charter clubs lies with the appropriate governance committee, and the Board of Directors. All rules and procedures outlined herein are in consonance with the Association's governing documents. If a conflict arises, the governing documents prevail.

1.2 **Responsibilities:**

A. Association Management is responsible for coordinating and implementing the rules, regulations and policy for chartered clubs, and allocating facility space and assisting clubs with operational and financial concerns.

B. Association Management is responsible for assisting clubs with facility scheduling, special programs, publicity and promotion, and coordinating all Association/club matters of interest.

C. Club executive boards are elected on an annual basis. Club executive boards have the responsibility of overseeing all aspects of a club's operation and administration.

1.3 **Allocation of Facility Space:** Space allocation is dependent upon membership interest in a club's activities and the availability of Association space. As space allows, chartered clubs are provided with regular meeting and activity space without charge. The Association reserves the right to preempt club space however, if the needs of the general membership require it. Although facility space may be dedicated to a club for full-time use, the facility and all equipment located therein remain the property of the Association.

1.4 **Club Forms:** To assist clubs in the administration of their programs and to provide the Association with statistical data, forms have been developed for club use. All club forms are identified by the prefix "CC". A summary of forms used by the Association to administer the club programs is shown in the Appendix to these Charter Club Guidelines. The Community Association office maintains a limited supply of these forms. Once chartered and operating, clubs are expected to pay for copies of these forms.

1.5 **Community Service Organizations:** Many groups will form that benefit various community service and religious needs, but do not satisfy the intent for a chartered club. In these instances, the Association will attempt to provide requested facility space to assist start up activities. Space may be provided on a first-come, first serve basis, but it will not be allocated to preempt, or disrupt and Association sponsored activity. A special reduced fee for community service organizations will be charged. In all cases, the Association reserves the right to disapprove requests for community service space, or curtail a previous authorization, if the needs of the general membership warrant.

Exhibit "H-8"

CHAPTER TWO

Establishing a Chartered Club

2.1 **General:** Any group with a minimum of 10 Association Members who are interested in pursuing a particular hobby, recreational, social or cultural endeavor any join together as a chartered club, subject to the procedures and parameters outlined herein. Chartered clubs are an important part of the Associations program and provide both structure and guidance. Proper coordination between the Association and prospective clubs is necessary to ensure that the intent for charter has been satisfied and that Association space is both adequate and available to support the intended club function.

2.2 **Charter:** The charter is the formal written authorization granting club status. Chartered clubs are given priority for regular facility use (without charge) extended specific coverage from the Association's insurance program and given technical assistance in the administration and operation of their activities from Association Management.

A. Charters may not be granted to groups, which require as a precondition for club membership subsequent membership in affiliated national, state or regional organizations. Such requests for charters are considered on a case by case basis and solely determined by the Board of Directors.
B. Once chartered, clubs may not merge with another non-Association entity, require its members to join another corporation, or become incorporated in its own right. If a merger or incorporation occurs the clubs charter will be revoked.
C. Charters will not be approved for any group that sets a restrictive precondition for membership. Membership must be open to all bona fide members of the Association without discrimination as a race, religion, color or national heritage. Note: Segregated activities for male and female members may be established if desired by both genders and each gender has the same opportunity to pursue common interests: e.g., men's, ladies social clubs, men's, and ladies golf clubs.

2.3 **Procedures for Charter Application:**

A. Groups wishing to charter should thoroughly review these Charter Club Guidelines to become familiar with the chartered club system. Association Management will clarify questions, and provide general assistance.
B. When all requirements have been satisfied, the application package will be forwarded to the appropriate governance committee for review and recommendations for approval or disapproval. The Application Package will contain the following: (1) Application for Charter Club (Form CC-1), (2) Initial Membership Roster (Form CC-2), Club Bylaws/Sample (Form CC-3), New Club Officers (Form CC-4) and Annual Club Schedule (Form CC-5).

C. A new group wishing to charter and having less than 10 members will be known as a Potential Club until an official charter is granted. A Potential Club will have one year to meet the minimum membership requirements for charter. Room fees may be waived during this period upon approval of the appropriate governance committee.

D. The Potential Club Status should only be recognized after a proposed club submits all necessary materials (CC-1) and they need time to get their membership up to the minimum required. Groups already meeting the membership requirements and having submitted all required forms may be granted Charter Club status.

If approved, the club will be provided with a written notice of approval from Association Management. If disapproved, the club will be provided with a written explanation stating the reasons for denial. The decision may be appealed by providing written justification to the Board within 14 days of the written notice. The Board will provide a final notice of decision within 30 days of receiving the written appeal.

2.4 **Club File:** The official file will be kept by Association Management and will include the approved application package, copy of the charter, amendments to by-laws, club operation rules and policies and general correspondence with the Association. In case of conflict between the club and the Association, the official file will take precedence.

Exhibit "H-8"

CHAPTER THREE

Membership and Club Operation

3.1 **Membership:** Regular club membership is open to any Association Member. Prior to joining a club, Association members are encouraged to visit with the chartered clubs. Following a reasonable number of visits, regular club membership will be required for continued participation in club activities.

A. Club Executive Boards must submit an updated membership roster with current officers to their appropriate Governance Committee by January 1st of each year.
B. While clubs may make provisions for honorary membership, that type of membership may not be extended to non-Association members.
C. Grievance Procedures

Members of Chartered Clubs, who have grievances against their Club's policies or procedures, should submit their grievances in writing to the Club's executive board. Prior to meeting with the board, the complainants should review their Club's Rules and Regulations to assure that the changes they wish to make are in compliance. The executive board, or it's designates will then meet with the complainants. If no resolution can be met at that level, the next steps will be:

1. The complainants will submit their grievance in writing and will meet with the appropriate governance committee or it's designates. If no resolution:
2. The Club's executive board will meet with the appropriate governance committee. If no resolution:
3. Both sides will meet with the appropriate governance committee, and the committee will make a decision.

Proper conduct and decorum is essential to preserve the lifestyle that has been created within the community. Club members who become abusive, project an undesirable or inappropriate image, or who blatantly create turmoil, disruption or dissention among club members, other clubs, or the Association in general, may have their club memberships suspended. Suspension may occur following a recommendation from the club's executive board, and referred to the appropriate Governance Committee for final action. In certain cases the Appropriate Governance Committee may recommend a suspension of Association privileges, subject to the CRCA Board for approval. The suspension of a club or Association privileges may be appealed by providing written justification to the CRCA Board within 14 days of the written notice to suspend. The CRCA Board will provide a final notice of decision within 30 days of receiving the written appeal.

Exhibit "H-8"

3.2 Special Interest Groups (SIGS):

A. All Chartered Clubs sponsoring SIGS will be known as the Parent Club.
B. All SIG participants must be members of the parent club.
C. Activities of a SIG should be in keeping with the purpose in the parent club charter. This purpose should be clearly defined in the charter and narrow enough in scope to prevent conflicts and confusion with other clubs. The Appropriate Governance Committee will review any problems in this respect.
D. The parent club for SIG activity must make reservations for CA facilities.
E. Any communication related to an SIG activity, such as articles in the *Craig Ranch Telegram*, should be identified with, and requested by the parent club.
F. All parent clubs having SIGS are responsible for their activities and financial reports.
G. When a SIG reaches a membership of 10 plus, they may choose to apply for Charter Club status. When Charter Club status is achieved, all dues will remain with the parent club.

3.3 Guests:

A. Resident Guest: A resident guest(s) is a resident of CRCA who has not yet formally joined a respective club, but is qualified to do so. In the event a homebuyer has not closed escrow, he/she may join the club on a temporary basis. A qualified renter is entitled to the same rights as a resident.
B. Non-Resident Guest: All other individuals who are accompanied by an Association member, or otherwise sponsored by an Association member are considered non-resident guests. Unlike resident guests, this category does not qualify for club membership. A non-resident guest may attend a club function a maximum of 3 times.
C. Developer Guest: During the period of community development, and as long as the developer has the capability to annex land into the community, prospective home buyers and developer employed sales associates are considered developer guests. Depending on the nature of club activities, visitors and prospective homebuyers may be permitted to participate in club programs.

3.4 Revoking a Charter:

Charters may be revoked. Reasons for revoking a club's charter include, but are not limited to, the following reasons:

1.) When club membership declines below the established minimum of 10
2.) When clubs violate Association policies or rules
3.) When club activities unreasonably conflict with Community Association events
4.) When an irreconcilable conflict occurs within the club membership
5.) When a situation occurs that projects the club or the Association in an undesirable or embarrassing position

6.) When a club violates federal, state or local government laws or ordinances

The decision to revoke a charter occurs following a recommendation by Association Management and approval by the appropriate Governance Committee. The decision may be appealed by providing written justification to the Board within 14 days of the written notice. The Board will provide a final notice of decision within 30 days of receiving the written appeal.

3.5 Use of Facilities:

While all Association facilities and programs are available to all Association members, use and participation in club programs is contingent upon membership in a chartered club. This policy is based on the desire to provide comprehensive, low-cost leisure programs in a reasonably structured and safe environment.

General Use facilities may be reserved by clubs for regular membership meetings and one annual special event without charge. This proviso applies to all clubs, irrespective of designated facility space. Requirements for general use space (not part of the approved annual schedule) may require a rental fee. Note: When room rental fees are applicable chartered clubs receive a reduced rate.

Depending on the nature and size of a desired activity, Association Management in consultation with the appropriate committee, will determine the facility to be allocated. In all cases, the decision will be based on maximizing facility utilization.

3.6 Program Supervision and Safety:

A. Clubs using equipment and/or audiovisual materials that prove hazardous to the facility or participants must designate a club member to act as a monitor to ensure that Association and club operating policies and rules are satisfied. If a program involves more than one room, or if one room is too large for one monitor to properly oversee, additional monitors may be required. If club members are unwilling, or unable to properly monitor a facility, the club program will be temporarily suspended until proper supervision can be arranged.
B. Clubs are encouraged to provide a minimum 25% of their scheduled operating time for member/guest use that is unencumbered by lessons, meetings, or other planned group activities. If demand for Association/Club equipment warrants, clubs may establish rules which limit the amount of time the equipment is used by a single person, or establish an equipment reservation policy.
C. For the information and convenience of members and guests, club bylaws and operating rules will be conspicuously posted on the CraigRanchLiving.com website.
D. To allow for leadership and operational stability clubs will elect an executive board comprised of (at minimum) a president, vice-president and secretary. If the club anticipates dues or other financial considerations a treasurer must be appointed. (Note: if desired,

clubs may combine the position of secretary and treasurer). As new officers are elected annually clubs will complete Form CC-4 (New Club Officers) and forward it to the Association Management within 30 days following the annual election.

E. Safety Program: Any club using power machinery (portable or fixed) or other potentially dangerous equipment, will establish and post written safety rules for the operation and maintenance thereof, and appoint a club safety committee to oversee the program.

(1) All incidents of accidents occurring in club facilities (whether requiring medical attention or not) will be immediately reported to the Management Staff. While the Management Staff will be responsible for documenting pertinent details on the report club officers will ensure that the report is sufficiently detailed to allow for a meaningful review. The report is forwarded to Association Management within 24 hours of a reported incident or accident.

(2) If emergency medical attention is required for any accident occurring in Association Facilities you should immediately call 911, and then notify the CA Management. A member of the CA management will respond to the scene to personally review the circumstances and assist you with the preparation of the report. In the case of member death, Association Management will be immediately notified and the Board President properly informed.

(3) If, in the eyes of the club's executive board a club member cannot physically comply with Operating rules and procedures, the club board may temporarily suspend that member's facility use privileges related solely to the non-compliance issue. Prior to taking such action however, the club should make every effort to provide additional training, instruction and assistance in an effort to re-qualify the member. A suspension of this nature will be made solely to protect the well being of the member and the best interests of the Association and club. The Association Management will consider club action temporary pending review and final action. A suspension of club privileges may be appealed by providing written justification to the Board within 14 days of the written notice to suspend. The Board will provide a final notice of decision within 30 days of receiving the written appeal.

F. No Smoking Policy: All Association facilities are designated as "No Smoking Areas."

G. Alcoholic Beverages: The sale of alcoholic beverages is only permitted by licensed caterers or contract services operating with State approved special event licenses. Chartered clubs may be permitted to transport and dispense alcoholic beverages to its members and guest as part of a club special activity, with advance approval of Association Management.

3.7 Facility Scheduling: The primary responsibility for scheduling Association facilities, coordinating special events and publicizing programs rest with Association Management. Once a facility reservation has been confirmed, Association Management will coordinate set-up/takedown requirements with the Association Facilities Staff and billing procedures (as applicable with the Accounting Department).

(A) Chartered clubs may request use of facility space for their regular membership meetings by annually submitting a master schedule to the Association Management using Form CC-5, Annual Club Schedule. Once schedules are evaluated and approved, this data will be input to the computerized Association Facility Schedule. Chartered Clubs will continue to be given the same meeting times each year following for their regular membership meetings unless a need for a change occurs. If a need occurs clubs may request a schedule change at any time by submitting a revised Form CC-5.

(B) Chartered clubs desiring to conduct a special event in a general use area of the Association should contact the Association Management for space availability, facility requirements and rental fee requirements (as applicable). If a rental fee is to be charged, Association Management will advise the Accounting Department who in turn will invoice the club. All club billings must be satisfied within 30 days of date of statement.

(C) Association members and chartered clubs will be given priority for facility space over non-affiliated groups.

3.8 Association Management Meetings: At least annually, Association Management will meet with the representatives of the executive boards for all chartered clubs to provide an update on important Association issues, clarify questions and concerns and respond to club leadership comments and questions.

3.9 Association Sponsorship: By August 30th of each year, the executive board must submit in writing the request for Sponsorship Funds, no greater than $200. The Association Management will review the requests and each club will be informed no later than December 31 if the request was approved. In addition to the request, at least 40% of the club members must volunteer at a minimum of two Lifestyle events each year.

Exhibit "H-8"

CHAPTER FOUR
FINANCIAL CONTROLS AND PROCEDURES

4.1 Records and Accountability: The club's elected treasurer (secretary-treasurer) is responsible for controlling and recording club revenues and expenses. This individual will also oversee the purchasing of all assets inventories and supplies and provide financial reports to the executive board and membership.

A. Club Bylaws and operating rules should specify the level of control and reporting that is needed. Generally speaking, clubs with high or large dollar requirements would specify more stringent levels of control. The following controls and procedures should be considered in the development of operating guidelines:
   (1) Check and balance procedure to preclude a single individual from ordering, receiving and dispersing equipment or inventories
   (2) Dual signatory on checks over a designated dollar limit
   (3) Periodically inventory and reconcile retail and asset inventories
   (4) All revenues must be deposited in a bank account established in the clubs' name and this should be maintained through succeeding club administrations. Disbursements should be made by check or from an approved petty cash fund with purchase receipt or invoice retained with documentation. Each chartered club must use the Association's tax I.D. Number.
   (5) The official operating address of the Club shall be the Association Address. All bank statements, etc. shall be mailed to the office and checked for any apparent improprieties by the Association Manager. A copy of the statement will be retained in the records of the Association and the statement will be forwarded to the Club Treasurer for their reconciliation.
   (6) All transactions shall be recorded in club financial records, including invoices and receipts, and all financial records must be preserved for a period of 7 years.
   (7) As part of regular club membership meetings, the treasurer should provide the members with a financial presentation showing revenues and disbursements, and bank account balances. This presentation should be recorded in the minutes of the meeting.
   (8) Clubs with large dollar revenues/expenses should appoint an independent audit committee from within their membership to annually validate the financial records. Audit reports will be retained within the club records for a period of 7 years.
   (9) Clubs with large dollar revenues/expenses will prepare and maintain annual financial operating budgets. Operating budgets will be submitted to the appropriate governance committee annually and made available to club membership.

B. On a quarterly basis, clubs are required to submit a financial report (Form CC-7) to the Association Controller. A copy of the report will be retained and used when preparing and

filing the Association's annual tax return. This report must be provided to the Association by the 15th day following each calendar quarter end. The report submitted by January 15th for the fourth quarter must be certified by the club President and Treasurer.

C. The Association Management reserves the right to require any club to engage the services of a professional auditor chosen by the Association to independently certify club accounts at the club's expense. Note: Since club financial operation are recorded under Association tax returns, clubs do not obtain a separate Federal Employer Indentification Number, or state sales tax number or otherwise file separate federal or state tax returns.

4.2 Property and Equipment: All equipment used solely by the Club (Club Assets) belongs to the Association whether initially provided to a Club or subsequently purchased by or donated to the Club. The Association will pay for major repairs to and replacements of existing Club Assets included in the Association's HOA Reserve Study in accordance with the Reserve Policy of the Association. The Clubs will reimburse the operating fund of the Association, at the end of each fiscal year, for the amount contributed to the HOA Reserve for the repair and replacement of Charter Club Assets. The reimbursement amount will be furnished to each Charter Club at the beginning of each fiscal year so the clubs can budget accordingly. Charter Club members will be expected to participate in establishing the remaining lives and replacement costs of club assets during the preparation of Reserve Studies.

The Clubs may acquire new assets with their own funds or may request, through the appropriate committee, that the Association acquire them.

Clubs must follow Association policies when purchasing or disposing of items of Club Property included in the Reserve Study and must provide proper documentation to the Association as specified in the quarterly reporting to the Association.

Any equipment borrowed or rented from an outside source must be done at the Club's expense. If the equipment is leased, the Club must follow the Association's approval procedures on leases.

Each Club shall submit an inventory listing of Club Property to the Association annually.

4.3 Contracts for Services and Instructional Classes: The need to provide qualified program instruction to a club membership depends on program difficulty, the availability of qualified instructors, and the skill level of those desiring the service. To ensure high quality instruction the Association encourages this type of contract service, but asks the clubs to remain sensitive to member income levels and their capability to pay additional fees. Also, while non-Association members may be used to provide these services, clubs are encouraged to seek qualified instructors from within their own membership.

A. Clubs which engage the services of an individual or group must use Form CC-8 "Contract for Services" to secure the terms of the agreement. When contracting for services, clubs should

ensure that the individual or group is sufficiently skilled and experienced to provide the desired service, that terms are sufficiently detailed to ensure mutual understanding of the desired service, that club vs. contractor responsibilities are adequately defined, and mutually agreed upon. Completion times, payment procedures and contract termination provisions should be stipulated. Note: Clubs are not permitted to engage a contractor to, or modify, alter, or otherwise repair Association facilities. If such action is desired a written request should be forwarded to the Association Management.

B. When contracting for personal services such as an instructor, the contract should specify that the relationship (between club and contractor) neither intends, nor implies that an employer-employee relationship exists. In this regard, the club defines the services it desires and the contractor determines the method and procedures for implementing that service. Specifically, the contractor determines course content, manner of instruction, refund allowances, and procedures for course control.

C. All fees generated by a contracted party are paid to the club treasurer and deposited into the account. As terms are defined, the treasurer makes payment to the contractor and documents the transaction accordingly in club financial records. Note: When establishing member fees for contracted instruction, clubs may set the fees no more than 15% higher than the contract calls for as a means of generating intrinsic revenue, and may retain the difference to support other club operating requirements. When establishing such a fee, the percentage to be retained and the rationale for the action must be disclosed to the general membership and recorded in the minutes of a membership meeting.

D. In publicizing instructional classes, clubs should ensure adequate promotion to allow all members an equitable opportunity to register. When a waiting list is established, members may not repeat classes until the waiting list has been exhausted. If a series of lessons is required to complete a course, clubs may allow participants to progress through the entire lesson series. Instructional programs should be geared to all skill levels; i.e., beginner, intermediate, advanced.

E. An officer of a club may not be contracted by the club to which he/she belongs, unless it is determined by the clubs executive board that another qualified and reasonable priced individual cannot be obtained. In such situations, the board's action must be officially recorded in board meeting minutes and reported to the general membership.

4.4 Management Review: As part of its overseer responsibilities, the Association may periodically Request to review club financial records and related documents. Any attempts to delay, or disrupt such a review by club members may place the clubs charter at risk.

4.5 Insurance: The Association maintains full policy coverage for all general membership activities and programs. However, some coverage is not extended to chartered clubs.

A. Property purchased by clubs becomes the property of the Association and is therefore, covered under the Association's master policy subject to the terms, conditions and

imitations of that policy. All personal items used in club activities are not covered under the Association's policy but may be defined in individual homeowner policy.

B. Liability exposure for club activities is also covered by the Association's master policy subject to terms.

C. Directors and Officers coverage is extended to clubs officers.

4.6 Club Contributions and Donations: Club financial programs are developed to ensure basic self-sufficiency. With few exceptions, club income should not greatly exceed expenses (operating expenses and capital requirements) resulting in a net operating gain. Where revenues do exceed expenses, the net gain should be used to foster continued club growth and activity. Clubs who generate sizable net gains should be sensitive to this philosophy by allocating their excess to the club (first), the Association (second), and to local community service organizations (third). **The appropriate governance committee must approve all contributions to groups external to the Community Association.** These approved contributions will be reported to the Community Association Board during the Committee reports at the Board meetings.

4.7 Club Dissolution: If a club disbands, all club assets (monies and equipment) shall be transferred to the Association. If a club charter is revoked and the group remains intact as a non-chartered club, all assets purchased for or in behalf of that club will be transferred to the Association. In all situations, club-incurred debts must be satisfied by the club prior to final dissolution. Association staff will assist clubs in all efforts relating to dissolution.

Exhibit "H-8"

CHAPTER FIVE

Fees and Charges

5.1 Dues and Special Assessments: A club's primary source of revenue is membership dues. Dues are set to cover basic operating requirements of each club. Special assessments may not be levied in any chartered club without the approval of the Association Board of Directors.

5.2 Facility Use and Maintenance: As noted previously, fees for the use of Association facilities are waived for chartered clubs regularly scheduled activities. Rental fees for the use of Association facilities are established by the Association Board and will be charged to clubs desiring use of a facility for special use.

A. If a club requires unusual or special requirements for a set-up/take-down of a facility, the Association reserves the right to charge the club for additional incurred expenses.

5.3 Admission Fees: Occasionally, a club may have a need to charge admission fees to a community presentation to offset related expenses.

5.4 Commercial Activity: When commercial activities are sponsored by the Association or by a club, they are considered a membership program or service and a separate facility rental fee is not charged. Commercial activities that solicit the Association for a commercial presentation and are not sponsored by a chartered club, may obtain facility space on an as-available basis only and their use will not preempt regular membership activity. In these situations, Association Management evaluates the value of the program to the general membership and the Association Board approves/disapproves accordingly. If approved, a commercial rate is charged for the use of the facility.

5.5 Profit Making Activities: When a Chartered Club conducts a profit making activity using CA facilities, the club will be required to pay a recapture fee as set by the Reservation Rental Facilities Policy.

Exhibit "H-8"

ASSOCIATION FORMS

CC-1 APPLICATION FOR CHARTER CLUB

CC-2 INITIAL MEMBERSHIP ROSTER

CC-3 CLUB BYLAW/SAMPLE

CC-4 NEW CLUB OFFICERS

CC-5 ANNUAL CLUB SCHEDULE

CC-6 INCIDENT/ACCIDENT REPORT

CC-7 CHARTERED CLUB FINANCIAL REPORT

CC-8 CONTRACT FOR SERVICES

Exhibit "H-8"

APPLICATION FOR CHARTER CLUB CC-1

CHARTER DATE: _____

NAME OF CLUB: _____

PURPOSE OF CLUB: _____
_____
_____

NUMBER OF RESIDENTS INTERESTED: _____

FREQUENCY OF MEETINGS AND REGULAR CLUB ACITVITY TIMES: _____
_____
_____

FACILITY SPACE DESIRED: _____

FINANCIAL PLAN (IDENTIFY BASIC ANTICIPATED EXPENSES AND PROPOSAL FOR OFFSETTING REVENUE: _____
_____
_____

Other/if the proposed club appears to be a duplicate of an existing club, please explain why an additional club is needed, or differentiate between the two clubs: _____
_____
_____

Leaders of this group will be considered the interim club executive board until a full slate is proposed and elected by the membership. At a minimum the group will include interim president, vice-president and secretary-treasurer.

POSITION *NAME* *ADDRESS* *PHONE*

Interim President: _____

Interim Vice-President: _____

Interim Secretary-Treasurer _____

Form CC-1

Exhibit "H-8"

INITIAL MEMBERSHIP ROSTER CC-2

The names listed below represent the initial membership roster for the proposed club.

NAME	ADDRESS

Form CC-2

Exhibit "H-8"

CLUB BYLAWS/SAMPLE CC-3

ARTICLE I – GENERAL (Note: Mandatory Article/Sections A-D):

Section

A. Name of Organization
B. Purpose of Organization
C. These bylaws willfully comply with the Association's Governing Documents (Documents), and Chartered Club Rules and Procedures (Rules). In the event of a conflict between these bylaws and the Documents, or Rules, the Document or Rules will prevail.
D. This organization shall be operated as a non-profit association in accordance with applicable statutes and the Associations Documents.

ARTICLE II – MEMBERSHIP (Note: Mandatory Article/Sections A-D):

Section

A. Membership shall be open to all Association members in good standing without discrimination as to race, religion, color, ethnic culture, or national heritage.
B. There shall be no precondition for membership, nor will members be required to join any national, state, or regionally affiliated organization.
C. Guest Privileges (Define)
D. Dues (Define)

ARTICLE III – OFFICERS (Note: Mandatory Article/Sections A-F):

Section

A. The executive board shall consist of (at a minimum) a president, vice-president, and secretary-treasurer.
B. All officers shall be elected by a vote of the general membership and shall serve without compensation.
C. Terms of Office and Responsibilities (Define)
D. Nomination and Election Procedures (Define)
E. Meetings, Quorum, and Voting Procedures (Define)
F. Vacancies and Recall of Officers (Define)

ARTICLE IV – MEETINGS (Note: Mandatory Article/Section A-C):

Section

A. Types and Frequencies of Meetings (Define)
B. Conduct of Meetings/Parliamentary Procedure (Define)
C. Voting and Quorum Procedures (Define)

ARTICLE V – FINANCIAL (Note: Mandatory Article Sections A-D):

Section

A. Financial records will be maintained for a period of seven (7) years.

B. Specify dollar limitations on expenditures by other than a vote of the general membership (Define).
C. Financial records should be certified on an annual basis by an individual(s) other than those elected to the executive board. The results of the certification will be presented to the general membership and duly recorded in the applicable minutes of the meeting at which presented.
D. Cash and Inventory Control Procedures (Define).

ARTICLE VI – COMMITTEES (Note: Mandatory Article/Sections A-C):
Section

A. Permanent (standing) committees will include finance…(Define)
B. Committee chairpersons may be appointed by the executive board.
C. All committees will have written missions statements assigned prior to committee appointment.

ARTICLE VII – AMENDMENTS (Mandatory Article/Sections A-B):
Section

A. To amend the bylaws of this club requires a (Define) vote of the membership present at a meeting duly called for such purpose a quorum being present and required notice being given.
B. Notice requirement and procedure (Define).

Prior to club dissolution and after all debts are satisfied all property and assets shall be turned over to the Association.

FOR THE CLUB:

_____

Name/Signature

_____

Date
Form CC-3

Exhibit "H-8"

NEW CLUB OFFICERS CC-4

1. The following information is provided for the election appointment of new officers for the _____ club:

President:
Name_____
Address_____
Phone Number_____

Vice President:
Name_____
Address_____
Phone Number_____

Secretary:
Name_____
Address_____
Phone Number_____

Treasurer:
Name_____
Address_____
Phone Number_____

2. The effective term of office for the above named individuals is from_____ to _____.

_____
President

Form CC-4

Exhibit "H-8"

ANNUAL CLUB SCHEDULE CC-5

1. Name of Club_____

2. Regular Membership Meeting:

   ( )Annually ( )Quarterly ( )Monthly (Please check one)

   Facility Desired_____

   Time Desired_____

3. Regular Club Activity:

   ( )Weekly ( )Monthly ( )Bi-Monthly (Please check one)

   Other (Specify):_____

4. Scheduled Special Events:

_____
_____
_____
_____

Form CC-5

Exhibit "H-8"

INCIDENT/ACCIDENT REPORT CC-6

This report is required for any incident or accident occurring on Association property. As soon as the facts are known, the responsible facility monitor/club officer is required to complete this report. If a life-threatening injury or a fatality occurs notify Association Management immediately.

1. Location of Incident _____

2. Date & Time of Incident_____

3. Person (s) Involved:
   Name _____
   Address _____
   Name _____
   Address _____

4. Facility Monitor on duty at time of incident:
   Name _____
   Address _____ Phone _____

5. Details or Incident (Use separate paper if necessary):
   _____
   _____
   _____
   _____

6. Witnesses to Incident:
   Name _____
   Address _____
   Name _____
   Address _____

7. Emergency medical response:
   Provided by _____
   Treatment administered at _____

   Reported by:
   Name_____
   Address _____
   Phone_____
   Date & Time of Report_____
   FORM CC-6

Exhibit "H-8"

Form CC-7 _____ Charter Club

For Quarter Ending _____

CHARTERED CLUB FINANCIAL REPORT

Profit/Loss Statement	Month of	Month of	Month of	Total fo
Months of Quarter				Quarter
Revenue				
Membership Dues	$ -	$ -	$ -	$
Proceeds from Sales to Members	-	-	-	
Event Ticket Sales	-	-	-	
Donations		-	-	
Class Registration Fees	-	-	-	
Interest Income	-	-	-	
Income from Non-residents	-	-	-	
Other (Specify) _____	-	-	-	
Total Revenue	-	-	-	
Operating Expenses				
Supplies for Resale to Members	-	-	-	
Non-resale Supplies	-	-	-	
Awards & Prizes	-	-	-	
Entertainment	-	-	-	
Contract Fees	-	-	-	
Equipment Purchases	-	-	-	
Maintenance	-	-	-	
Other (Specify) _____	-	-	-	
Total Operating Expenses	-	-	-	
Net Profit/Loss (Note 1)	$ -	$ -	$ -	$

Bank Account Reconciliation				
Beginning Balance @ Period	$ -	$ -	$ -	$
Add: Total Deposits	-	-	-	
Subtract: Total Withdrawals	-	-	-	
Ending Balance per CC records	$ -	$ -	$ -	$
Ending Balance per Bank records	$ -	$ -	$ -	$
Total Reconciling Items (List Below)	$ -	$ -	$ -	$
Outstanding Deposits				
List:	$ -	$ -	$ -	$
	-	-	-	
Outstanding Checks	-	-	-	
List:	-	-	-	
Total Reconciling Items (should equal Total above)	$ -	$ -	$ -	$
Petty Cash on Hand	$ -	$ -	$ -	$

Note 1: If net profit is shown, please provide a brief explanation of how the money will be used on the line below:

_____

Signature of Treasurer:_____ Date:_____

Exhibit "H-8"

CC-8 CONTRACT FOR SERVICES

1. This contract is entered into between the_____ club ("Club"), and _____ ("Contractor"). Club wishes to engage Contractor for the following specific service:
   _____
   _____
   _____
   _____

2. Contractor agrees:
   a. To determine the manner, content, and hours of service to be performed following coordination with Club officials.
   b. To be responsible for any and all taxes which may be incurred as a result of this agreement.
   c. To carry personal liability insurance and, workman's compensation insurance.

3. Club agrees:
   a. To publicize and promote the activity of the Contractor to ensure widest dissemination among Club membership.
   b. To provide fair and reasonable opportunity for all Club members to participate in Contractor service and to register Club members accordingly.

4. This agreement shall begin on_____ and shall remain in effect until _____. The Contract may be terminated by either party without cause with 30 days written notification.

_____ _____

Name/Signature of Club Official Date

_____ _____

Name/Signature of Contractor Date

Exhibit "H-8"

GRIEVANCE FORM CC-9

Members of Chartered Clubs, who have grievances against their club's policies or procedures, should submit their grievances in writing to the Club's Executive Board. Prior to meeting with the Board, the complainants should review their Club's Rules and regulations to assure the changes they wish to make are in compliance. The Board, or its designees, will meet with the complainants. If no resolution can be met at that level, the complainants will complete this Grievance Form and drop it off in the CA office.

Upon review of the Grievance Form, the appropriate Governance Committee will schedule a meeting with the complainants and, if necessary, the Chartered Club's Executive Board.

Chartered Club_____

President_____

Complainant(s) _____

Contact Information: Phone Number_____

Email _____

Please describe the decision or circumstances causing your complaint (give specific factual details).

_____
_____
_____
_____
_____

What was the date of the decision or circumstances causing you complaint?

_____
_____
_____

Please explain how you and/or the members of the Chartered Club have been affected by this decision or circumstance.

_____
_____
_____
_____

Exhibit "H-8"

Please describe any efforts you have made to resolve your complaint and the responses to your efforts.

_____
_____
_____
_____

With whom did you communicate and when? (For example, The Chartered Club's Executive Board.)

_____

Please describe the outcome or remedy you seek for this complaint.

_____
_____
_____
_____

Attach to this form any documents you believe will support your complaint.

Form CC-9

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/04/2018 02:45:52 PM
$1250.00 NELLIOTT
20180604000683380

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000029909

eRecording - Real Property

CERTIFICATE

Recorded On: March 15, 2024 08:08 AM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: $77.00

********** **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:	2024000029909
Receipt Number:	20240314000603
Recorded Date/Time:	March 15, 2024 08:08 AM
User:	Tammy M
Station:	Station 12

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 SECOND 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" – RESOLUTION OF THE BOARD OF DIRECTORS CRAIG RANCH COMMUNITY ASSOCIATION REGARDING AN INVESTMENT POLICY**

- **EXHIBIT "B" – POLICY FOR RESTRICTION OF PHOTOGRAPHY, VIDEO, AND/OR OTHER TYPES OF AUDIO OR VISUAL RECORDINGS OF ASSOCIATION MEETINGS AND COMMON AREAS**

- **EXHIBIT "C" – CRAIG RANCH COMMUNITY ASSOCIATION BOARD OF DIRECTORS RESOLUTION REGARDING PARKING AND TOWING POLICY.**

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; and (xxi) as Document No. 2024-2024000028762. 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: _____ Daniel E. Pellar
Craig Ranch Community Association, Inc., Legal Counsel

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 11th DAY OF March, 2024 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

JILL M. PELLAR
Notary Public, State of Texas
Comm. Expires 01-23-2025
Notary ID 130973810

DEDICATORY INSTRUMENTS

EXHIBIT A

RESOLUTION
OF
THE BOARD OF DIRECTORS
CRAIG RANCH COMMUNITY ASSOCIATION

REGARDING AN INVESTMENT POLICY

WHEREAS, the By-Laws of Craig Ranch Community Association a Texas non-profit corporation (hereafter the "Association"), grant to the Board of Directors the powers necessary for the administration of the Association; and

WHEREAS, the Association may accumulate Repair and Replacement Reserve Funds and Community Enhancement Fee Funds, which should be invested safely and in a manner that considers the purposes for these funds and which may benefit the Association and Members; and

WHEREAS, the Board of Directors finds it advisable to establish guidelines for the investment of Repair and Replacement Reserve Funds and Community Enhancement Fee Funds of the Association;

NOW, THEREFORE, IT IS RESOLVED THAT the Board of Directors hereby adopts the following Investment Policy for the Association:

OBJECTIVES

The objective of the Investment Policy is to enable the Association to obtain investment returns consistent with the highest level of principal preservation and consistent with the avoidance of credit risk and interest rate risk from investments that are not insured.

There are two objectives. The first primary objective is to provide a continuing and dependable cash payout, stable and preferably growing in real terms, after giving effect to inflation. The secondary primary objective is to increase the total value of the Association's portfolio over time for the stated purpose of the Repair and Replacement Reserve Funds and Community Enhancement Fee Funds, exclusive of growth derived from assessments and contributions.

Investment choices must be guided by the following principals in order of importance:

1. SAFETY (preservation of capital)
2. LIQUIDITY (funds to be available when needed)
3. YIELD (highest consistent with the above two principles)

Investments will be made with judgement and care, of which persons of prudence discretion and intelligence exercise not for speculation, but for safety of capital. Taking into consideration known cash requirements, funds shall be deposited in such a manner as will minimize the risk to the funds.

INVESTMENT COMMITTEE

The Investment Committee will make recommendations to the Board of Directors on matters that are investment related. Such recommendations will adhere to the Objectives of this Investment Policy. Such recommendations may include, but not limited to, the selection of an Investment Advisor. The Investment Committee will also advise on investment types and strategies consistent with the Objectives. The CRCA Director of Operations will distribute all investment reports received from the Investment Advisor to all members of the Investment Committee, the CRCA Treasurer and to any persons representing the Board of Directors that need such information.

INVESTMENT ADVISOR

The Investment Advisor will be responsible for the procurement of and management of the investments. Examples of such advisors might be the management company, a local investment advisor, or other qualified investment professional. That advisor must be duly registered as an investment advisor through the Securities and Exchange Commission.

The Investment Advisor will provide reports of fund activity no less than monthly as well as quarterly performance reports. The Investment Advisor should also be able to provide reports on demand as needed. These reports will be presented to the CRCA Director of Operations.

The Investment Advisor must comply with all aspects of this Investment Policy.

INVESTMENT REQUIREMENTS

The operational needs of the Association and the specific purpose of the Repair and Replacement Reserve Funds and Community Enhancement Fee Funds will be considered in all investment decisions. While the liquidity needs of the Repair and Replacement Reserve Funds and the Community Enhancement Fee Funds are different, the principals of safety, liquidity and yield within the Objectives of this Investment Policy should remain the same.

The types of investments that will be selected must be investment grade and meet the principals of safety, liquidity and yield. When appropriate, investment in mutual funds, Exchange Traded Funds (ETF), Collective Investment Trusts and other similar investment options should be considered. When funds have multiple share

classes available, the use of lower cost or institutional share classes should be considered. This does not mean that actively managed funds with higher fees that have historically outperformed their peer group should not be considered. When appropriate, investment in bank products that also meet the principals within these requirements should also be considered. However, any investments through banks should be limited to amounts that are federally insured or eligible for Excess Deposit Programs.

INVESTMENT RESTRICTIONS

The Association's Repair and Replacement Reserve Funds and Community Enhancement Fee Funds must be invested at all times in strict compliance with the Amended Charter and the By-Laws, including both current and future amendments, of the Association and in accordance with applicable law. All investment decisions shall be made in accordance with this Investment Policy and in accordance with sound business judgment (the "Prudent Person Rule" as defined in the Uniform Prudent Investor Act).

Investment restrictions include the following and shall be strictly adhered to unless waived by the Board of Directors:

- All investments must be US dollar denominated.

- Money market mutual funds must have a rating by Standard & Poor's Corporation of AAA MG for funds holding at least 85% US government securities and AAA M or AAA F for all others, and additionally the underlying investments must be eligible under this policy. The Investment Committee may recommend the utilization of money market funds that are not rated and are part of large, well-known brokerage firms.

- The bond component of any fixed income fund, mutual fund or ETF must be rated an average of Baa3 or BBB- by Moody's Investors Services, Inc. or Standard and Poor's Corporation, respectively at time of purchase. U.S. Government issued bonds are acceptable.

- No individual equity investments may be purchased.

- Publicly registered mutual funds may contain foreign investments and/or derivative instruments as long as they are acceptable with the Objectives and approved in advance by the Investment Committee and the Board of Directors.

INVESTMENT MANAGEMENT

The Investment Committee will seek advice from financial advisors and recommend an Investment Advisor to the Board of Directors as necessary to

maximize the expertise available.

Subject always to this Investment Policy, the Investment Committee makes recommendations, within the above stated Investment Requirements and Investment Restrictions, related to the selection of securities and the timing of transactions, so long as no transaction would jeopardize the non-profit status of the Association. The Investment Advisor will notify the Investment Committee Chairperson, the CRCA Treasurer, the Property Management Company Controller, and the CRCA Director of Operations of the transactions that are made within the aforementioned parameters.

INVESTMENT MONITORING

The performance of the investment portfolio with regards to this policy statement will be monitored monthly by the Investment Committee and quarterly by the Board of Directors, with the assistance and advice of the Investment Advisor and any investment or tax advisors by:

- reviewing the assets and net cash flow of the portfolio;
- discussing the current economic outlook and investment plans;
- reviewing the compliance with this policy statement; and authorizing any redirection of cash flow, transfers and assets, or sales/purchases necessary to ensure such compliance within 12 months;
- receiving and considering statistics on the investment performance;
- reviewing significant revisions to the expected long-term trade-off between risk and reward on key asset classes, dependent upon basic economic/political/social factors; and
- reviewing shortcomings of the policy that emerge in its practical operation.

SUBJECT TO AMENDMENT

The Investment Policy outlined above may be amended from time to time by resolution of the Board of Directors.

The foregoing resolution establishing an Investment Policy for the Association was adopted and made affective on the 20 day of February, 2024

President

Secretary

EXHIBIT B

CRAIG RANCH COMMUNITY ASSOCIATION

POLICY FOR RESTRICTION OF PHOTOGRAPHY, VIDEO, AND/OR OTHER TYPES OF AUDIO OR VISUAL RECORDING OF ASSOCIATION MEETINGS AND COMMON AREAS

WHEREAS, the Craig Ranch Community Association ("Association") is governed by a Board of Directors ("Board") which operates and controls a master planned community located in Collin County, Texas known as Craig Ranch ("Community"); and

WHEREAS, the Board is authorized to adopt and enforce certain rules related to the Association Common Areas pursuant to the Amended and Restated Community Charter of Craig Ranch, recorded on June 4, 2018 as Document No. 20180604000683380 in the Property Records of Collin County, Texas, as amended and supplemented from time to time (hereinafter the "Charter"); and

WHEREAS, in order to encourage all owners, volunteers, staff and the Board to fully participate an express ideas and opinions during any Association meetings conducted by the Board, Service Area Committees, and other Association meetings ("Meetings"), the Board is adopting the following rules prohibiting video or audio recording or photography of any kind by Owners, residents, guests, and invitees at Association Meetings held on Common Areas (the "Policy"):

1. Any photography, video, or any other type of audio or visual recording of the Association Meetings conducted on Common Areas is strictly prohibited without the express written permission of the Board of Directors. Owners are solely responsible for ensuring their guests, invitees and contractors abide by this Policy.

2. Audio recording of an appeal to the Board to the extent authorized by Section 209.00505(h) of the Texas Property Code or as otherwise specifically authorized by the Texas Property Code or other specific statutory authority.

3. Owners, residents and other guests or invitees who are attending any called Association Meeting in person, by phone or through other means, are not participants in the meeting and do not otherwise have authority to record meetings without the express written permission of the Board of Directors and other persons actively participating in the Meeting discussion (for example at Board meetings, the participants are only the members of the Board or any person invited by the Board to participate and communicate with the Board during the meeting, and specifically excluding Owners or other guests invited to observe and who may be asked simply to announce their attendance at the meeting).

IT IS FURTHER RESOLVED that this Policy and the procedures and rules set forth herein are intended to supplement, not replace all other rights and obligations set forth in the Charter and other governing documents. This Policy shall be effective upon recordation hereof, to remain in force and effect until revoked or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____, 2023.

CRAIG RANCH COMMUNITY ASSOCIATION,

By: _____ Date: 2/29/24

Printed Name: Stephanie Miller

Title: President

EXHIBIT C

CRAIG RANCH COMMUNITY ASSOCIATION
BOARD OF DIRECTORS RESOLUTION REGARDING
PARKING AND TOWING POLICY

WHEREAS, the Craig Ranch Community Association is a non-profit corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act ("Association"); and

WHEREAS, the Association controls and governs, through a Board of Directors ("Board"), Craig Ranch, a master planned community located in Collin County, Texas (the "Property") pursuant to the Amended and Restated Community Charter of Craig Ranch, recorded on June 4, 2018 as Document No. 20180604000683380 in the Property Records of Collin County, Texas, as amended and supplemented from time to tome (hereinafter the "Charter"); and by Supplemental Declaration of Covenants, Conditions & Restrictions for Watters Branch at Craig Ranch, recorded on July 20, 2017 as Document No. 20170720000957210, which supplements the Charter ("Declaration") as to that Property referenced in the Declaration referenced in Appendix A to the Declaration; and

WHEREAS, Pursuant to Chapter 8, Section 8.2 of the Charter, and Article VI, Section 6.3 of the Declaration, the Board is granted the right to adopt and enforce reasonable rules applicable to the use of Watters Branch Common Areas; and

WHEREAS, Section 2(a) of Exhibit "C-1" to the Charter sets for the Initial Rules for the Association and specifically prohibits parking any vehicle in a "no parking" area is a prohibited activity and subject to the self-help enforcement rights of the Association set forth in Section 9.2(iv) of the Charter; and

WHEREAS, in accordance with the authority set forth in Section 8.2 of the Charter and Section 6.3 of the Declaration, the Board desires to adopt certain additional Rules governing the use of parking areas and towing of vehicles at Watters Branch Common Area 3, Block B, Amenity Center and Pool Facilities ("Pool Parking Area") designated with "no parking" signage; and

NOW THEREFORE, the Board hereby resolves and does adopt the following supplemental rules to supplement but not replace, the Initial Rule set forth in Section 2(a) of Exhibit "C-1" to the Charter concerning prohibited vehicle parking at the Pool Parking Area (the "Policy").

PARKING & TOWING RULES

a. All Owners, residents, guests, contractors and invitees are strictly prohibited from parking at the Pool Parking Area outside of the posted hours applicable to the pool use at the Pool Parking Area ("Pool Parking Hours"), including but not limited to parking overnight or longer for any purpose.
b. Initial Warning. If a vehicle is observed by Association staff and/or an agent or other representative parking at the Pool Parking Area outside of the Pool Parking Hours, the Association staff or its agent/representative will place a warning sticker on the vehicle notifying the owner that the vehicle must be removed or it will be subject to towing by a towing contractor retained by the Association at the vehicle owner's expense ("Stickered

Vehicle"). If staff verifies that the offending vehicle has previously violated the Policy within the proceeding six (6) months, then the Association staff will not be required to place a sticker on the repeat offending vehicle which will be subject to towing in accordance with subsection (c) herein below.

c. Towing. If a Stickered Vehicle has not been removed within twenty four (24) hours from the date/time noted on the sticker, or for a repeat offender vehicle referenced in subsection (b) herein above, the Association can at any time thereafter contact a third-party towing company to remove the offending vehicle to the towing company's offsite storage facility until such time that the vehicle owner pays the towing charge incurred by the Association.

DEFINITIONS

The terms in this Policy have the same meaning prescribed in the Charter and Declaration.

ADDITIONAL REQUIREMENTS.

a. In addition to Parking and Towing Rules herein above, and to the extent permitted by the Charter and Declaration, any towing fee incurred by the Association for towing an Owner or Owner's guest vehicle shall also be subject to the Association's lien against the Owner's Lot until paid, regardless of whether the parking violation concerns the Owner, resident or his/her guest/visitor or invitee vehicle.

b. Violations will be imposed based on each vehicle determined to be in violation of this Policy. (*For example, a visitor/guest or Owner/resident vehicle in violation on one occurrence and a visitor/guest or Owner/resident vehicle in violation on another day or period of time, would count as two violations imposed separately against same Lot Owner*).

IT IS FURTHER RESOLVED that this Policy is effective upon recordation hereof, to remain in force and effect until revoked, modified, or amended.

This is to certify that the foregoing Policy was adopted by the Board of Directors and approved by the same on February 29, 2024.

CRAIG RANCH COMMUNITY ASSOCIATION, INC.,
A Texas non-profit corporation

By/Title: S. Miller President

Printed Name: Stephanie Miller

OTHER PERTINENT INFORMATION

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

5807 04389

2004- 0173104

SUPPLEMENT TO COMMUNITY CHARTER FOR CRAIG RANCH, FILED OF RECORD VOLUME 5625, PAGE 1450, DEED RECORDS OF COLLIN COUNTY, TEXAS

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN *

WHEREAS, the **COMMUNITY CHARTER for CRAIG RANCH**, dated March 12, 2004, was filed of record in Volume 5625, Page 1450, the same being Clerk's File Number 2004-0034616, of the Real Property Records of Collin County, Texas (the "Charter"), that affects certain property located in McKinney, Texas, more fully described in the Charter, including an 8.401 acre tract of land situated in the William H. Holiday Survey, Abst. No. 385, in the City of McKinney, Collin County, Texas, being more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Cooper Property");

WHEREAS, VCIM PARTNERS, L.P., a Texas limited partnership, is referred to in the Charter as the "Founder";

WHEREAS, subsequent to the recording of the Charter, the Founder has sold portions of the Property to third parties. The remaining Property owned by the Founder is referred to herein as the "Founder Property";

WHEREAS, under the provisions of Section 23.2 of the Charter, during the first year from the effective date of the Charter, the Charter may be amended unilaterally by the Founder for any purpose;

WHEREAS, the Founder has agreed to amend the Charter to restrict the Founder Property from certain uses as set forth herein.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Founder does hereby restrict the Founder Property by prohibiting any other fitness center or spa facility within the Founder Property, other than the one to be located on the Cooper Property. This restriction shall not apply to a fitness center and/or spa facility operated within a full service hotel designed to be used solely in connection with the patrons thereof or to a fitness center or spa facility within a multi-family or mixed use facility designed for use solely for the residents thereof.

2. McKinney Fitness Center, LP ("McKinney Fitness Center") is the owner of the Cooper Property. The Cooper Property has been leased to McKinney Wellness, LC ("McKinney Wellness"), which has in turn subleased the property to Cooper Aerobics Center at Craig

UNOFFICIAL

Ranch, LP ("CACCR"). Founder does hereby restrict a portion of the Cooper Property, as shown in the attached **Exhibit B**, prohibiting any businesses that generate more than fifty percent (50%) of their revenue from alcohol sales.

3. The restrictions set forth in paragraphs 2 and 3 above shall remain in effect so long as there is a lease or sublease agreement in effect for the Cooper Property to CACCR. Upon the execution of any such lease or sublease, these restrictions shall automatically terminate.

4. The parties acknowledge that this modification is limited to the matters referenced herein. Except as amended herein, all other provisions of the Restrictions as originally stated shall remain in full force and effect.

5. This instrument may be executed by original or facsimile signatures in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

EXECUTED to be effective this 5 day of November, 2004.

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

By: VCIM, LLC, a Texas limited liability company, General Partner

By: _____
David H. Craig, General Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 10th day of November, 2004, by **David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company, General Partner of VCIM PARTNERS, L.P., a Texas limited partnership, on its behalf.**

SHARON STARNES
Notary Public
STATE OF TEXAS
Comm. Exp. 04/20/2005

_____
Notary Public, State of Texas

UNOFFICIAL

Exhibit A

BEING a 8.401 acre tract of land situated in the William H. Holiday Survey, Abstract Number 385, in the City of McKinney, Collin County, Texas and being a portion of Tract Two described in a deed to Craig Ranch II, L.P. recorded in Volume 4757, Page 2174 of the Deed Records of Collin County, (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set at the point of intersection of the Easterly right-of-way line of Dr. Kenneth Cooper Drive (a 50 feet wide right-of-way at this point) with the Northwesterly right-of-way line of Collin-McKinney Parkway (a 73 feet wide right-of-way at this point);

THENCE along the Easterly right-of-way line of said Dr. Kenneth Cooper Drive as follows:

NORTH 31°48' 45" WEST a distance of 333.66 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 379.00 feet and a chord bearing of North 15°37' 51" West;

Along said curve to the right through a central angle of 32°21' 48" for an arc length of 214.08 feet to a 5/8 inch iron rod set for the point of tangency;

NORTH 00°32' 34" EAST a distance of 154.34 feet to a 5/8 inch iron rod set for corner;

NORTH 46°00' 33" WEST a distance of 7.31 feet to a 5/8 inch iron rod set for the beginning of a non-tangent curve to the right having a radius of 280.50 feet and a chord bearing of North 25°16' 26" East;

Along said non-tangent curve to the right through a central angle of 45°11' 41" for an arc length of 221.26 feet to a 5/8 inch iron rod set for the beginning of a reverse curve to the left having a radius of 319.50 feet and a chord bearing of North 41°21' 55" East;

Along said reverse curve to the left through a central angle of 13°00' 43" for an arc length of 72.56 feet to a 5/8 inch iron rod set for corner located in the Southwesterly right-of-way line of Aerobic Way (a 52 feet wide right-of-way at this point);

THENCE along the Southwesterly right-of-way line of said Aerobic Way as follows:

SOUTH 59°48' 30" EAST a distance of 180.36 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 593.00 feet and a chord bearing of South 45°48' 38" East;

Along said curve to the right through a central angle of 27°59' 45" for an arc length of 289.75 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 31°48' 45" EAST a distance of 304.47 feet to a 5/8 inch iron rod set for the most Northerly corner of a corner cut-off line;

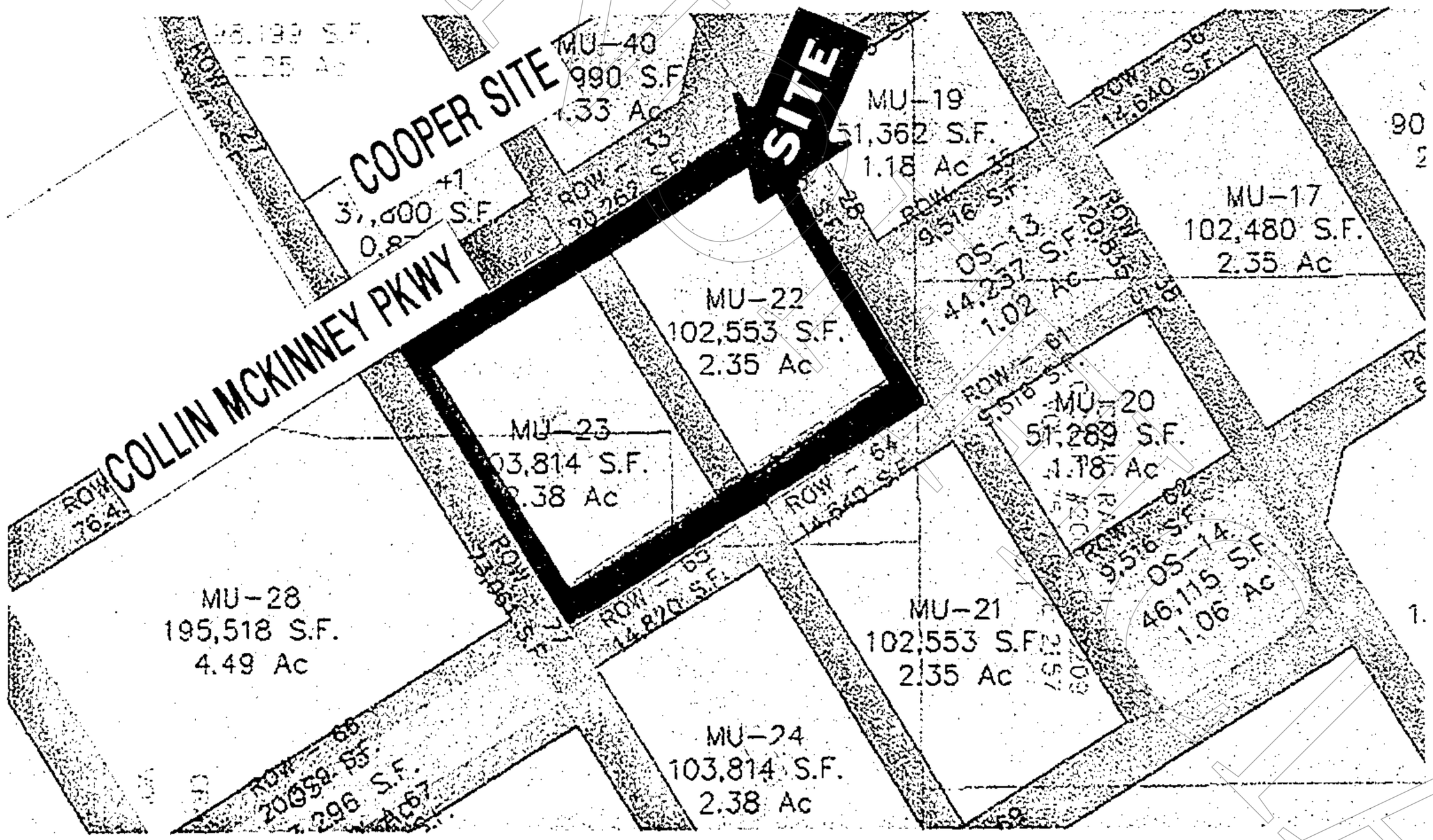
THENCE along said corner cut-off line SOUTH 13°11' 15" WEST a distance of 98.99 feet to a 5/8 inch iron rod set for corner located in the Northwesterly right-of-way line of said Collin-McKinney Parkway;

THENCE along the Northwesterly right-of-way line of said Collin-McKinney Parkway SOUTH 58°11' 15" WEST a distance of 474.00 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 8.401 acres or 365,962 square feet of land, more or less.

UNOFFICIAL

EXHIBIT B



MIXED USE SITES MU 23 AND MU 22

UNOFFICIAL

5807043392

5807 04393

UNOFFICIAL

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

(THE STATE OF TEXAS) (COUNTY OF COLLIN)

I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

DEC 02 2004

Brenda Taylor

Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Dec 02 2004
At 4:04pm

Doc/Num : 2004- 0173104

Recording/Type:CH 22.00
Receipt #: 47482

74

GF#141200241

20060130000121020 01/30/2006 11:15:06 AM RS 1/4

SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

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

WHEREAS, Craig Ranch is an addition to the City of McKinney, Collin County, consisting of parcels of real property located in McKinney, Collin County , Texas, more specifically described in the Charter identified herein ("**Craig Ranch**");

WHEREAS, that certain Community Charter for Craig Ranch was filed by VCIM Partners, L.P., a Texas limited partnership, as the owner of Craig Ranch (the "**Founder**") and affects all property located in Craig Ranch, such Community Charter for Craig Ranch being filed of record as Document No. 2004-0034616 in Volume 5625, Page 01378 of the Deed Records of Collin County, Texas (the "**Charter**");

WHEREAS, pursuant to Section 19.1 of the Charter, the Founder has the power and right to submit to the terms of the Charter all or any portion of real property lying and being within one-mile of any portion of any boundary of the real property described on Exhibit A (the "**Craig Ranch Property**") attached to the Charter upon the recording of a supplement to the Charter with the consent of the owner of such real property to be submitted to the terms of the Charter;

WHEREAS, the Founder is the owner of that certain 18.957 acre tract of real property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Additional Property**"), which is within one-mile of the Craig Ranch Property;

WHEREAS, the Founder desires to submit to the terms of the Charter the Additional Property;

NOW, THEREFORE, in consideration of the above recitals, the Charter is hereby amended and modified as follows:

1. The Charter is hereby amended to annex and to submit to the terms of the Charter the Additional Property.

2. Except as amended herein, all other provisions of the Charter as originally stated shall remain in full force and effect.

3. This document may be executed in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

[Remainder of page intentionally left blank.]

UNOFFICIAL

EXECUTED on this the 25th day of January, 2006.

FOUNDER:

VCIM PARTNERS, LP. a Texas limited partnership

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

By: _____
Larry Van Tuyl, General Manager

STATE OF ~~ARIZONA~~ Texas §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 26th day of January, 2006, by Larry Van Tuyl, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM PARTNERS, LP, a Texas limited partnership, on its behalf.

NOTARY PUBLIC STATE OF TEXAS
LORETTA BODDY
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/27/2008

_____
Notary Public, State of ~~Arizona~~ Texas

After Recording Return To:
G. Randal Hullett
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

UNOFFICIAL

EXHIBIT A

Property Description

BEING a 18.957 acre tract of land situated in the G.S. Baccus Survey, Abstract No. 95 and the George F. Lucas Survey, Abstract No. 540, in the City of McKinney, Collin County, Texas and being a portion of a 127.05 acre tract of land described in a deed to Paul Lehner recorded in Volume 1062, Page 107 of the Deed Records of Collin County, Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for corner located in the Westerly line of said 127.05 acre tract of land and being located South 00°41' 30" East a distance of 738.33 feet from the Northwest corner of said 127.05 acre tract of land and the Northeast corner of Tract 1 described in a deed to Craig Ranch II, L.P. recorded in Volume 4757, Page 2165 (DRCCT) and being located in the Westerly right-of-way line of future Alma Road (a proposed 120 feet wide right-of-way) and being located in a non-tangent curve to the left having a radius of 1,460.00 feet and a chord bearing South 34°32' 48" East;

THENCE departing the Westerly line of said 127.05 acre tract of land and following the Westerly right-of-way line of said future Alma Road as follows:

Along said non-tangent curve to the left through a central angle of 34°44' 39" for an arc length of 885.34 feet to a 5/8 inch iron rod set for the point of tangency;

South 51°55' 07" East a distance of 947.71 feet to a 5/8 inch iron rod set for corner located in the Southerly line of said 127.05 acre tract of land;

THENCE South 89°16' 47" West a distance of 1,731.65 feet to a 5/8 inch iron rod set for the Southwest corner of said 127.05 acre tract of land;

THENCE along the Westerly line of said 127.05 acre tract of land as follows:

North 00°29' 51" West a distance of 57.21 feet to a 5/8 inch iron rod set for corner;

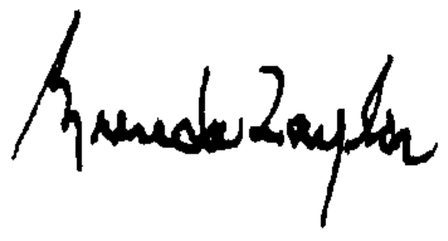
North 39°30' 52" East a distance of 785.22 feet to a 5/8 inch iron rod set for corner;

North 00°41' 30" West a distance of 661.47 feet to the Point of Beginning;

CONTAINING within these metes and bounds 18.957 acres or 825,756 square feet of land, more or less.

UNOFFICIAL

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
01/30/2006 11:15:06 AM
$28.00 PHORN
20060130000121020



UNOFFICIAL

140

1938000216 ATC no/HH

3

2005- 0139445

FIRST SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

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

WHEREAS, Craig Ranch is an addition to the City of McKinney, Collin County, consisting of parcels of real property located in McKinney, Collin County , Texas, more specifically described in the Charter identified herein ("**Craig Ranch**");

WHEREAS, that certain Community Charter for Craig Ranch was filed by VCIM Partners, L.P., a Texas limited partnership, as the owner of Craig Ranch (the "**Founder**") and affects all property located in Craig Ranch, such Community Charter for Craig Ranch being filed of record as Document No. 2004-0034616 in Volume 5625, Page 01378 of the Deed Records of Collin County, Texas (the "**Charter**");

WHEREAS, pursuant to Section 19.1 of the Charter, the Founder has the power and right to submit to the terms of the Charter all or any portion of real property lying and being within one-mile of any portion of any boundary of the real property described on Exhibit A (the "**Craig Ranch Property**") attached to the Charter upon the recording of a supplement to the Charter with the consent of the owner of such real property to be submitted to the terms of the Charter;

WHEREAS, Wellstone at Craig Ranch, LLC, a Delaware limited liability company. ("**Wellstone**") is the owner of that certain 35.01 acre tract of real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Additional Property**"), which is within one-mile of the Craig Ranch Property;

WHEREAS, the Founder and Wellstone desire to submit to the terms of the Charter the Additional Property, and Wellstone has agreed to such submission of the Additional Property to the terms of the Charter as provided herein;

NOW, THEREFORE, in consideration of the above recitals, the Charter is hereby amended and modified as follows:

1. The Charter is hereby amended to annex and to submit to the terms of the Charter the Additional Property.

2. Except as amended herein, all other provisions of the Charter as originally stated shall remain in full force and effect.

3. This document may be executed in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

[Remainder of page intentionally left blank.]

UNOFFICIAL

00015 05871

EXECUTED on this the 29th day of September, 2005.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership
By: VCIM, LLC, a Texas limited liability Company, its general partner

By: _____
David H. Craig, General Manager

AGREED AND CONSENTED TO BY:

WELLSTONE AT CRAIG RANCH, LLC,
a Delaware limited liability company

By: _____
John B. Lowery, Executive Vice President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 29th day of September, 2005, by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM PARTNERS, LP, a Texas limited partnership, on its behalf.

MARGRET VAN ALLEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/30/2008

_____
Notary Public, State of Texas

STATE OF ~~TEXAS~~ GA §
§
COUNTY OF ~~COLLIN~~ Dawson §

This instrument was acknowledged before me on the 28 day of September, 2005, by John B. Lowery, Executive Vice President of Wellstone at Craig Ranch, LLC, a Delaware limited liability company on its behalf.

_____
Notary Public, State of ~~Texas~~ GA
Notary Public, Dawson County, GA
My Commission Expires Jan. 24, 2009

After Recording Return To:
G. Randal Hullett
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

UNOFFICIAL

EXHIBIT A

Property Description

[Follows this page.]

UNOFFICIAL

Exhibit A

12 acres

SITUATED in the State of Texas, County of Collin, being part of the G.S. Baccus Survey, Abstract No. 95, being all of a 12.00 acre tract of land recorded in Volume 4067, Page 100 (CC# 97-0109749)of the Collin County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Custer Road (F M. Highway 2478 - 120 foot R.O.W.) marking the southwest corner of the premises herein described and the southwest corner of said 12 acre tract;

THENCE with the east right-of-way line of Custer Road, the west line of said premises and the west line of said 12 acre tract as follows:

North 00°11'08" East, 462.17 feet to a capped R.O.W. Monument found for corner;

North 00°02'29" East, 62.26 feet to a capped iron rod found (stamped R P.L.S. 4051) marking the northwest corner of said premises;

THENCE departing said east right-of-way line and along the north line of said premises, North 89°47'08" East, 993.52 feet to a capped iron rod found (stamped R.P.L S. 4051) marking its northeast corner;

THENCE with the east line of said premises, South 00°11'08" West, 528.01 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking its southeast corner in the south line of said 50 acre tract;

THENCE with the south line of said premises and the south line of said 50 acre tract, South 89°59'31" West, 993.34 feet to the place of beginning and containing 522,720 square feet or 12.00 acres of land, more or less

UNOFFICIAL

Exhibit A

TRACT I: 23 acres

SITUATED in the State of Texas, County of COLLIN, being part of G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 35 acre tract of land recorded in Volume 4354, Page 1799 of the COLLIN County Land Records with said premises being more particularly described as follows:

BEGINNING at a point in the centerline of F. M. Road No. 720 marking the Northeast corner of said 35 acre tract, from which a 1/2 inch iron rod set for reference bears South 00 degrees 30 minutes 58 seconds West, 40.00 feet;

THENCE departing said roadway along the East line of said 35 acre tract and the West line of a McKinney SPCA Addition as follows:

South 00 degrees 30 minutes 58 seconds West, passing at 40.00 feet said reference 1/2 inch iron rod, passing at 45.00 feet a 5/8 inch reference iron rod and continuing for a total distance of 539.45 feet to a 1/2 inch iron rod found;

South 00 degrees 10 minutes 30 seconds West, 866.24 feet to a 1/2 inch iron rod found marking the Southeast corner of said 35 acre tract, the Southwest corner of said addition, and being in the North line of a 79.542 acre tract recorded in Volume 4757, Page 2157 of the COLLIN County Land Records;

THENCE with the South line of said 35 acre tract and the North line of said 79.542 acre tract, South 89 degrees 59 minutes 31 seconds West, 559.49 feet to a Roome 1/2 inch capped iron set marking the Southwest corner of said premises and the Southeast corner of a 12.00 acre tract recorded under County Clerk No. 97-0109749 of the COLLIN County Land Records;

THENCE with a West line of said premises and the East line of said 12.00 acre tract, North 00 degrees 11 minutes 08 seconds East, 528.01 feet to a Roome 1/2 inch capped iron set marking an interior of said premises and the Northeast corner of said 12.00 acre tract;

THENCE with a South line of said premises and the North line of said 12.00 acre tract, South 89 degrees 47 minutes 08 seconds West, 340.17 feet to a Roome 1/2 inch capped iron set marking the most Westerly Southwest corner of said premises, an interior corner of said 35 acre tract and the Southwest corner of a 15.00 acre tract of land recorded in Volume 4422, Page 1179 of the COLLIN County Land Records;

THENCE with the Westerly line of said premises, 35 acre tract and the Easterly line of said 15.00 acre tract as follows:

North 00 degrees 12 minutes 52 seconds West, 250.06 feet to a Roome 1/2 inch capped iron set;

North 44 degrees 47 minutes 08 seconds East, 220.00 feet to a Roome 1/2 inch capped iron set;

North 00 degrees 12 minutes 52 seconds West, passing at 430.00 feet a Roome 1/2 inch capped iron set for reference and continuing for a total distance of 470.00 feet to the Northwest corner of said premises in the centerline of F.M. 720;

THENCE with the centerline of F.M. 720 along the North line of said 35 acre tract, North 89 degrees 47 minutes 08 seconds East, 753.17 feet to the POINT OF BEGINNING and containing 23.00 acres of land, more or less.

UNOFFICIAL

TRACT II:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed dated September 23, 1997, executed by Gallatin Partnership Fund, Ltd., to Presbyterian Investors Fund, Inc., filed September 29, 1997, recorded under County Clerk's file number 97-0081808 (Volume 4007, Page 991), Deed Records of COLLIN County, Texas;

Situated in the State of Texas, County of COLLIN, being part of the G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 50 acre tract of land recorded under County Clerk No. 94-0103349 of the COLLIN County Deed Records and being more particularly described as follows:

COMMENCING for reference at the Northeast corner of said 50 acre tract, said corner being in the approximate centerline of F.M. Road No. 720;

THENCE with the approximate centerline of F.M. Road No. 720 and the North line of said 50 acre tract, South 89 degrees 47 minutes 08 seconds West, 752.72 feet to a point;

THENCE departing said centerline and North line of said 50 acre tract, South 00 degrees 12 minutes 52 seconds East, 40.00 feet to the POINT OF BEGINNING and the Northeast corner of the premises herein described, said corner being in the South line of said 1.436 acre road easement;

THENCE with the East line of said premises, South 00 degrees 12 minutes 52 seconds East, 15.00 feet to the Southeast corner of said premises;

THENCE parallel with and 15 feet South of the South line of said 1.436 acretract, South 89 degrees 47 minutes 08 seconds West, 764.23 feet to a corner clip;

THENCE South 45 degrees 08 minutes 24 seconds West, 29.67 feet to a point 15 feet East of the East right-of-way line of Custer Road;

THENCE parallel to and 15 feet East of the East right-of-way line of Custer Road as follows:

South 00 degrees 02 minutes 29 seconds West, 161.30 feet;

South 00 degrees 50 minutes 13 seconds West, 360.03 feet;

South 00 degrees 02 minutes 29 seconds West, 258.51 feet to a point marking its most Southerly Southeast corner;

THENCE with the most Southerly South line of said premises, South 89 degrees 47 minutes 08 seconds West, 15.00 feet to a capped iron rod found (stamped R.P.L.S. 4051) in the East right-of-way line of Custer Road and the Westline of said 50 acre tract;

THENCE with the East right-of-way line of Custer Road and the West line of said 50 acre tract as follows:

North 00 degrees 02 minutes 29 seconds East, 258.58 feet;

North 00 degrees 50 minutes 13 seconds East, 360.03 feet;

North 00 degrees 02 minutes 29 seconds East, 187.53 feet to a corner clip;

THENCE North 45 degrees 08 minutes 24 seconds East, 42.05 feet to a point in the South line of said 1.436 acre road easement;

THENCE with the South line of said 1.436 acre tract, North 89 degrees 47 minutes 08 seconds East, 770.39 feet to the PLACE OF BEGINNING and CONTAINING 24,092 square feet or 0.553 acre of land,

UNOFFICIAL

more or less.

TRACT III:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed, executed by 158 Custer, Ltd., to Gallatin Partnership Fund, Ltd., recorded under County Clerk's File No. 94-0103349, Land Records, COLLIN County, Texas:

SITUATED in COLLIN County, Texas, in the G. S. BACCUS SURVEY, ABSTRACT NO. 95, being a resurvey of part of the 162.75 acres of land First Tract as described in a Deed from S. P. Bush, et al to Mrs. Pricie Allen dated December 7, 1915, recorded in Volume 192, Page 154 of the COLLIN County Deed Records, being described by metes and bounds as follows:

COMMENCING at a point in the North line of said Baccus Survey, in the center of Farm Road No 720, at the Northeast corner of said 162.75 acre tract and the Northwest corner of a 74.993 acre tract;

THENCE South 0 degrees 14 minutes 35 seconds East, 40.0 feet to an existing iron pin found beside a corner post, in the East line of said 162.75 acre tract and in the South right of way line easement of Farm Road No. 720 for a PLACE OF BEGINNING;

THENCE South 0 degrees 14 minutes 35 seconds East, 15.0 feet with said East line to a point for a corner;

THENCE South 89 degrees 47 minutes 09 seconds West, 858.99 feet to a point in the East line of the 2.00 acres of land described in a Deed from Pricie Bush Allen to Clarence Lee Reynolds, Sr. recorded in Volume 735, Page 669 of the COLLIN County Deed Records;

THENCE North 0 degrees 27 minutes East, 15.0 feet with said East line to an existing iron pin found at the Northeast corner of said 2.00 acre tract, in the South right of way line easement of Farm Road No. 720 for a corner;

THENCE North 89 degrees 47 minutes 09 seconds East, 858.8 feet with said South right of way line easement to the PLACE OF BEGINNING and CONTAINING 0.2957 acre of land, more or less.

UNOFFICIAL

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
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 03 2005

Brenda Taylor

COUNTY COURT OF COLLIN COUNTY, TEXAS

Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Oct 03 2005
At 3:48pm

Doc/Num : 2005- 0139445

Recording/Type:MJ 40.00
Receipt #: 39845

AFTER RECORDING, RETURN TO:

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

20060405000442050 04/05/2006 09:52:31 AM RG 1/7

SECOND SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

This Second Supplement to the Community Charter for Craig Ranch (this "*Second Supplement*") is made effective as of the date set forth below by VCIM PARTNERS, LP (the "*Founder*").

RECITALS

A. The Community Charter for Craig Ranch was filed on March 12, 2004, and is recorded in Volume 5625, Page 1378, *et seq*. of the Land Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

B. Additional land was added to the plan of development established by the Craig Ranch Charter by virtue of that certain First Supplement to the Community Charter of Craig Ranch, filed on October 3, 2005 and recorded as Instrument No. 2005-0139445 in the Land Records of Collin County, Texas; and

C. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain First Amendment to the Community Charter for Craig Ranch, filed on December 27, 2006 and recorded in Volume 6072, Page 6370, *et seq*. of the Land Records of Collin County, Texas (the "*First Amendment*"); and

D. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, as amended, the Founder may submit to the terms of Craig Ranch Charter property previously subjected to restrictive covenants which specifically provide for a mechanism by which the owners of said property may vote to have said property subjected to the Craig Ranch Charter and for said owners to become members of the Association. So long as the terms and provisions contained within said restrictive covenants have been complied with fully to accomplish the expansion of the Charter to said property, and the Founder consents in writing to such expansion by executing and recording a Supplemental Declaration, the Charter shall be in full force and effect with respect to the property already subject to said restrictive covenants; and

E. The Craig Ranch North Property, herein so-called, is subject to the Declaration of Covenants, Conditions & Restrictions for Craig Ranch North, filed on December 6, 2002, and recorded in Volume 5311, Page 0445, *et seq*. of the Land Records of Collin County, Texas (the "*Craig Ranch North Declaration*"); and

F. The Craig Ranch North Declaration was amended by virtue of that certain Amendment of Declaration of Covenants, Conditions and Restrictions for Craig Ranch North (To Address Proposed Master Planned Community), filed on March 13, 2003 and recorded in Volume 5374, Page 0074, *et seq*. of the Land Records of Collin County, Texas, which provided for a mechanism by which the Owners of Lots in the Craig Ranch North Property could vote to have said property subjected to the Craig Ranch Charter; and

G. The Craig Ranch North Declaration was amended by virtue of that certain Amendment of Declaration of Covenants, Conditions and Restrictions for Craig Ranch North (To Extend the Term for Approving Master Restrictions), filed on September 14, 2004 and recorded in Volume 5752, Page 3330, *et seq*. of the Land Records of Collin County, Texas, which extended the time period for the Owners of the Craig Ranch North Property to vote on subjecting the Craig Ranch North Property to the Craig Ranch Charter to December 31, 2007; and

H. At a Special Meeting of the Members of the Craig Ranch North Owners Association held on March 20, 2006, all conditions precedent necessary to subject the Craig Ranch North Property to the Craig Ranch Charter were approved in accordance with Article 18 of the Craig Ranch North Declaration; and

I. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter by executing this Second Supplement thereby adding the Craig Ranch North Property to the scheme and plan of development set forth in the Craig Ranch Charter and to the jurisdiction of the Craig Ranch Community Association.

NOW, THEREFORE, VCIM PARTNERS, L.P., a Texas limited partnership, as the Founder, pursuant to and in accordance with the authority granted in Chapter 19, Section 19.1 of the Craig Ranch Charter, hereby declares as follows:

The real property described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (designated herein as the *Craig Ranch North Property*), is and shall be subject to the scheme and plan of development of the Craig Ranch Charter and the First Amendment and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Craig Ranch North Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens

set forth and contained in the Craig Ranch Charter and the First Amendment, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

Executed to be effective April 1, 2006.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

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

By: _____
David H. Craig, General Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4 day of April, 2006 by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

My Commission Expires:
Oct. 22, 2007

KRISTY CANSLER
MY COMMISSION EXPIRES
October 22, 2007

UNOFFICIAL

EXHIBIT A
DESCRIPTION OF SUBJECT LAND

BEING ALL OF THE REAL PROPERTY described in Appendix A of the Declaration of Covenants, Conditions and Restrictions for Craig Ranch North, recorded on December 6, 2002, as Document No. 2002-0180938, In Volume 05311, Page 00445, Real Property Records, Collin County, Texas, as supplemented by the annexation instruments recorded on July 2, 2003, as Document No. 2003-0125076, In Volume 5451, Page 005491; on March 5, 2004, as Document No. 2004-0031143, In Volume 5620, Page 01974; and on September 8, 2005, as Document No. 2005-0126338, In Volume 05998, Page 04558, Real Property Records, Collin County, Texas, which real property has been (or is being) platted as follows:

PHASE 1A - Record Plat, Craig Ranch North, Phase 1A, recorded on October 22, 2002, as Document No. 2002-0152740, in Cabinet O, Slide 204, Plat Records, Collin County, Texas, including common areas and the following 70 house lots:

BLOCK A: LOTS 1 - 9
BLOCK B: LOTS 1 - 15
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 18
BLOCK E: LOTS 1 - 5
BLOCK F: LOTS 1 - 7

PHASE 1B - Record Plat, Craig Ranch North, Phase 1B, recorded on October 23, 2002, as Document No. 2002-0154261, in Cabinet O, Slide 214, Plat Records, Collin County, Texas, including common areas and the following 102 house lots:

BLOCK E: LOTS 6 - 18
BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 1 - 12
BLOCK I: LOTS 1 - 14
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 22
BLOCK L: LOTS 2 - 9
BLOCK M: LOTS 1 - 6

PHASE 2A - Record Plat, Craig Ranch North, Phase 2A, recorded on May 2, 2003, as Document No. 2003-0080586, in Cabinet O, Slide 537, Plat Records, Collin County, Texas, including common areas and the following 119 house lots:

BLOCK L: LOTS 10 - 21
BLOCK M: LOTS 7 - 16
BLOCK N: LOTS 7 - 10
BLOCK T: LOTS 1 - 20
BLOCK U: LOTS 1 - 26
BLOCK W: LOTS 1 - 26
BLOCK X: LOTS 11 - 20
BLOCK Z: LOTS 20 - 30

PHASE 2B - Record Plat, Craig Ranch North, Phase 2B, recorded on November 4, 2003, as Document No. 2003-0219228, in Cabinet P, Slide 259, Plat Records, Collin County, Texas, including common areas and the following 104 house lots:

BLOCK AA: LOTS 1 - 25
BLOCK AB: LOTS 1 - 24
BLOCK AC: LOTS 1 - 24
BLOCK AD: LOTS 1 - 22
BLOCK AE: LOTS 14 - 22

UNOFFICIAL

PHASE 2C - Record Plat, Craig Ranch North, Phase 2C, recorded on May 2, 2003, as Document No. 2003-0080579, in Cabinet O, Slide 535, Plat Records, Collin County, Texas, including common areas and the following 88 house lots:

BLOCK M: LOTS 17 - 20
BLOCK N: LOTS 1 - 6
BLOCK O: LOTS 1 - 20
BLOCK Q: LOTS 1 - 22
BLOCK R: LOTS 1 - 19
BLOCK S: LOTS 1 - 17

PHASE 3 - Record Plat, Craig Ranch North, Phase 3, recorded on September 23, 2004, as Document No. 2004-0140343, in Cabinet P, Slide 905, Plat Records, Collin County, Texas, including common areas and the following 60 house lots:

BLOCK CG: LOTS 1 - 10
BLOCK CH: LOTS 1 - 14
BLOCK CI: LOTS 1 - 6
BLOCK CJ: LOTS 1 - 4
BLOCK CK: LOTS 1 - 10
BLOCK CL: LOTS 1 - 10
BLOCK CM: LOTS 1 - 6

PHASE 4 - Record Plat, Craig Ranch North, Phase 4, recorded on April 13, 2004, as Document No. 2004-0051837, in Cabinet P, Slide 594, Plat Records, Collin County, Texas, including common areas and the following 92 house lots:

BLOCK Y: LOTS 1 - 4
BLOCK Z: LOTS 1 - 19
BLOCK AE: LOTS 1 - 13
BLOCK AF: LOTS 1 - 22
BLOCK AG: LOTS 1 - 30
BLOCK AH: LOTS 1 - 4

PHASE 5 - Record Plat, Craig Ranch North, Phase 5, recorded on September 30, 2004, as Document No. 2004-0143396, in Cabinet P, Slide 921, Plat Records, Collin County, Texas, including common areas and the following 108 house lots:

BLOCK N: LOTS 11 - 20
BLOCK X: LOTS 1- 10 + 21
BLOCK Y: LOTS 5 - 22
BLOCK AH: LOTS 5 - 22
BLOCK AJ: LOTS 1 - 16
BLOCK AK: LOTS 1 - 18
BLOCK AL: LOTS 1 - 17

PHASE 6 - Record Plat, Craig Ranch North, Phase 6, recorded on July 8, 2004, as Document No. 2004-0100795, in Cabinet P, Slide 767, Plat Records, Collin County, Texas, including common areas and the following 123 house lots:

BLOCK G: LOTS 52 - 59
BLOCK Q: LOTS 14 - 17
BLOCK S: LOTS 10 - 14
BLOCK T: LOTS 10 - 16
BLOCK W: LOTS 15 - 27
BLOCK X: LOTS 1 - 30
BLOCK Y: LOTS 1 - 19
BLOCK Z: LOTS 1 - 16
BLOCK AA: LOTS 1 - 21

PHASE 7 - Record Plat, Craig Ranch North, Phase 7, recorded on April 20, 2005, as Document No. 2005-0051425, in Cabinet Q, Slide 323, Plat Records, Collin County, Texas, including common areas and the following 141 house lots:

BLOCK G: LOTS 37 - 48
BLOCK K: LOTS 12 - 15
BLOCK Q: LOTS 1 - 13 + 18 - 27
BLOCK R: LOTS 2 - 6
BLOCK S: LOTS 1 - 9 + 15 - 27
BLOCK T: LOTS 1 - 9 + 17 - 28
BLOCK U: LOTS 11 - 21
BLOCK V: LOTS 1 - 25
BLOCK W: LOTS 1 - 14 + 28 - 31

PHASE 8 - Record Plat, Craig Ranch North, Phase 8, recorded on April 20, 2005, as Document No. 2005-0051426, in Cabinet Q, Slide 325, Plat Records, Collin County, Texas, including common areas and the following 115 house lots:

BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 11 - 36
BLOCK H: LOTS 1 - 19
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 11 + 16 - 26
BLOCK L: LOTS 1 - 11
BLOCK U: LOTS 1 - 10

PHASE 9 - Record Plat, Craig Ranch North, Phase 9, recorded on October 20, 2005, as Document No. 2005-0148539, in Cabinet R, Slide 085, Plat Records, Collin County, Texas, including common areas and the following 103 house lots:

BLOCK A: LOTS 1 - 21
BLOCK B: LOTS 1 - 8
BLOCK D: LOTS 1 - 12
BLOCK E: LOTS 1 - 29
BLOCK F: LOTS 1 - 7 + 19 - 32
BLOCK G: LOTS 1 - 10
BLOCK H: LOTS 13 + 14

PHASE 10 - Record Plat, Craig Ranch North, Phase 10, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 115 house lots:

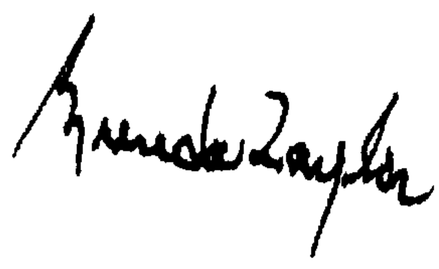
BLOCK B: LOTS 9 - 15
BLOCK C: LOTS 1 - 19
BLOCK D: LOTS 13 - 23
BLOCK L: LOTS 12 - 22
BLOCK M: LOTS 1 - 17
BLOCK N: LOTS 1 - 13
BLOCK P: LOTS 1 - 37

PHASE 11 - Record Plat, Craig Ranch North, Phase 11, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 103 house lots:

BLOCK A: LOTS 1 - 52
BLOCK B: LOTS 1 - 8
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 5
BLOCK H: LOTS 1 - 12 + 15 - 24

(End of Exhibit A)

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
04/05/2006 09:52:31 AM
$40.00 TFOSTER
20060405000442050



UNOFFICIAL

GF# 141200295 4

AFTER RECORDING, RETURN TO:

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

20060706000928390 07/06/2006 03:53:57 PM RS 1/9

THIRD SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

This Third Supplement to the Community Charter for Craig Ranch (this "*Third Supplement*") is made effective as of the date set forth below by VCIM PARTNERS, LP (the "*Founder*").

RECITALS

A. The Community Charter for Craig Ranch was filed on March 12, 2004, and is recorded in Volume 5625, Page 1378, *et seq*. of the Land Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

B. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain First Amendment to the Community Charter for Craig Ranch, filed on December 27, 2005, and recorded in Volume 6072, Page 6370, *et seq*. of the Land Records of Collin County, Texas (the "*First Amendment*"); and

C. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Second Amendment to the Community Charter for Craig Ranch, filed on May 18, 2006, and recorded as Instrument No. 20060518000675200 in the Land Records of Collin County, Texas (the "*Second Amendment*"); and

D. The property encumbered by to the Craig Ranch Charter is also subject to certain other dedicatory instruments recorded as Exhibits to instruments filed on: (i) December 28, 2005, and recorded in Volume 6073, Page 0194, *et seq*.; (ii) January 20, 2006, and recorded as Instrument No. 20060120000086090; (iii) March 24, 2006, and recorded as Instrument No. 20060324000386870; and (iv) May 8, 2006, and recorded as Instrument No. 20060508000620030; all in the Land Records of Collin County, Texas, with all such Exhibits being hereinafter referred to, collectively, as the "*Craig Ranch Dedicatory Instruments*"; and

E. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, the Founder may submit to the terms of Craig Ranch Charter property all or any portion of the property described on Exhibit "B" attached to the Craig Ranch Charter; and

UNOFFICIAL

F. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter to include certain real property described in Exhibit "B" to the Craig Ranch Charter, and does so by executing this Third Supplement thereby adding the tracts or parcels of real property described on Exhibit "A" ("*Tract 16A*") and Exhibit "B" ("*Tract 16B*") to the scheme and plan of development set forth in the Craig Ranch Charter and to the jurisdiction of the Craig Ranch Community Association.

NOW, THEREFORE, VCIM PARTNERS, LP, a Texas limited partnership, as the Founder, pursuant to and in accordance with the authority granted in Chapter 19, Section 19.1 of the Craig Ranch Charter, hereby declares as follows:

Tract 16A and Tract 16B (designated hereinafter as the "*Annexed Property*"), is and shall be subject to the scheme and plan of development of the Craig Ranch Charter, the First Amendment, the Second Amendment, the Craig Ranch Dedicatory Instruments, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

Executed to be effective June 29, 2006.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

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

By: _____
David H. Craig, General Manager

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 29 day of June, 2006 by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC STATE OF TEXAS
SHARON STARNES
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/20/2009

Sharon Starnes
Notary Public, State of Texas

My Commission Expires:

_____

UNOFFICIAL

CONSENT BY OWNERS OF THE ANNEXED PROPERTY

VCIM PARTNERS, LP and McKinney Seven Stacy, LP, are the owners of property described on Exhibits "A" and "B" attached hereto, described as the Annexed Property, and hereby consent to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledge and agree that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

VCIM PARTNERS, LP, a Texas limited partnership

BY: VCIM, LLC, a Texas limited liability company,
its General Partner

BY: _____
David H. Craig, General Manager

BY: _____
Robert J. Holcomb, Secretary

McKinney Seven Stacy, LP, a Texas limited partnership

BY: McKinney CR GP, L C, a Texas limited
liability company, it general partner

BY: CECIL VAN TUYL 2006 IRREVOCABLE
TRUST, its Managing Member

BY: _____
Robert J. Holcomb, Trustee

BY: _____
Daniel K. Mattox, Trustee

UNOFFICIAL

CONSENT BY OWNERS OF THE ANNEXED PROPERTY

VCIM PARTNERS, LP and McKinney Seven Stacy, LP, are the owners of property described on Exhibits "A" and "B" attached hereto, described as the Annexed Property, and hereby consent to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledge and agree that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

VCIM PARTNERS, LP, a Texas limited partnership

BY: VCIM, LLC, a Texas limited liability company,
its General Partner

BY: _____
David H. Craig, General Manager

BY: Robert J Holcomb
Robert J. Holcomb, Secretary

McKinney Seven Stacy, LP, a Texas limited partnership

BY: McKinney CR GP, L C, a Texas limited
liability company, it general partner

BY: CECIL VAN TUYL 2006 IRREVOCABLE
TRUST, its Managing Member

BY: Robert J Holcomb
Robert J. Holcomb, Trustee

BY: _____
Daniel K. Mattox, Trustee

UNOFFICIAL

Exhibit A

BEING all that certain lot, tract or parcel of land out of the George F. Lucas Survey, Abstract No. 540 and the Oliver Hedgecoxe Survey, Abstract No. 392 in the City of McKinney, Texas, and being all or parts of the property described in deed to Collin Investments, Limited (known as McKinney Ranch, Ltd.) (called 79.71 acres) as recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 81.85 acres) as recorded in County Clerks File Number 95-0001951 of the Land Records of Collin County, Texas, and the property described in deed to McKinney Ranch, Ltd., (called 1.0003 acres) as recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas, and also being a part of the property described in deed to TCI McKinney Ranch by deed recorded in Volume 6074 at Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the intersection of the proposed North right of way line of Collin McKinney Parkway as shown on the Preliminary Plat thereof, with the East line of County Road No. 148, said point being North 01° 19' 55" West at a distance of 60.00 feet from the Southwest corner of the aforesaid 79.71 acre tract recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas and also being the Southwest corner of said TCI McKinney Ranch property;

THENCE North 01° 19' 55" West along the West line of said TCI McKinney Ranch tract and following along the East line of said County Road No. 148 and passing the Northwest corner of said 79.71 acre tract, same being the Southwest corner of the aforementioned 81.85 acre tract conveyed to Collin Investments by deed recorded in County Clerks File Number 95-0001951 and continuing in all for a distance of 2427.63 feet to a 5/8" iron rod found for corner, same being the Southwest corner of the aforementioned 1.0003 acre tract of land conveyed to McKinney Ranch by deed recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas;

THENCE North 01° 14' 28" West along the West line of said 1.0003 acre tract and continuing along the East line of said County Road No. 148 for a distance of 249.84 feet to a 5/8" iron rod found for the intersection of said East line of County Road No. 148 and the South right of way line of Proposed Stacy Road;

THENCE North 89° 30' 36" East and departing the East line of said County Road No. 148 and following along the South line of said proposed Stacy Road for a distance of 515.14 feet to a 5/8" iron rod found for corner;

THENCE South and departing the South right of way line of Proposed Stacy Road for a distance of 462.98 feet to a point for corner;

THENCE South 20° 49' 06" East for a distance of 459.21 feet to a point for corner;

THENCE South 17° 21' 22" East for a distance of 702.04 feet to a point for corner;

THENCE South 15° 32' 27" East for a distance of 1001.36 feet to a 5/8" iron rod set for corner in the North right of way line of the aforesaid Proposed Collin McKinney Parkway;

THENCE South 89° 08' 52" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 1097.40 feet to the POINT OF BEGINNING, and CONTAINING 44.5294 ACRES OF LAND more or less.

UNOFFICIAL

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Standby fees, ad valorem taxes and assessments by any taxing authority for the year 2006 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

2. Restrictive Covenants recorded in/under CC# 2004-91060, refiled in CC# 2005-32183; CC# 2005-177242; CC# 2005-177244; CC# 2005-182165 of the Real Property Records of COLLIN County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

3. Easement executed by J.E. Largent to Southwestern Bell Telephone Company, dated October 30, 1929, filed November 5, 1929, recorded in/under Volume 277, Page 169 of the Real Property Records of COLLIN County, Texas, as noted on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

4. Easement executed by J.E. Largent to American Telephone & Telegraph Co., dated October 31, 0944, filed November 9, 1944, recorded in/under Volume 347, Page 398 of the Real Property Records of COLLIN County, Texas, as noted on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

5. Easement executed by D.F. Douglas, et ux to American Telephone & Telegraph Co., dated November 16, 1944, filed November 30, 1944, recorded in/under Volume 349, Page 104 of the Real Property Records of COLLIN County, Texas, as noted on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

6. Right-of-Way easement executed by D.F. Douglas and wife, Bessie Douglas to Denton County Electric Cooperative, Inc., dated April 22, 1938, filed March 18, 1953, recorded in/under Volume 467, Page 410 of the Real Property Records of COLLIN County, Texas, as noted on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

7. Right-of-Way easement executed by J.C. Erwin to Denton County Electric Cooperative, Inc., dated April 22, 1938, filed March 18, 1953, recorded in/under Volume 467, Page 426 of the Real Property Records of COLLIN County, Texas, as noted on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

8. Sanitary Sewer Easement executed by Collin Investments, Ltd. to the City of McKinney, dated January 2, 2003, filed January 21, 2003, recorded in/under CC# 2003-12127 (5339/7930) of the Real Property Records of COLLIN County, Texas, as shown on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

9. Sanitary Sewer Easement executed by Collin Investments, Ltd. to the City of McKinney, dated January 2, 2003, filed January 21, 2003, recorded in/under CC# 2003-12128 (5339/7937) of the Real Property Records of COLLIN County, Texas, as shown on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

10. Underground Water Line Easement executed by McKinney Ranch, Ltd. to the City of McKinney, dated October 21, 2003, filed October 29, 2003, recorded in/under CC# 2003-215455 (5534/4504) of the Real Property Records of COLLIN County, Texas, as shown on survey by David Petree,

R.P.L.S. No. 1890, dated June 6, 2006.

11. Terms, conditions and stipulations contained in Memorandum of Agreement executed by and between Collin Investments, Ltd., a Texas limited partnership, and McKinney Village Park, L.P., a Texas limited partnership, dated March 15, 2002, filed May 16, 2002, recorded in/under CC# 2002-70977 (5170/4532) of the Real Property Records of COLLIN County, Texas, as noted on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

12. Terms, conditions and stipulations contained in Memorandum of Development Agreement executed by and between McKinney Ranch, Ltd., a Texas limited partnership; 720 Ridge Development, Ltd., a Texas limited partnership; and D.R. Horton-Texas, Ltd., a Texas limited partnership, dated June 17, 2004, filed June 21, 2004, recorded in/under CC# 2004-91066 (5693/3877) of the Real Property Records of COLLIN County, Texas, as noted on survey by David Petree, R.P.L.S. No. 1890, dated June 6, 2006.

13. Terms, conditions and stipulations contained in Development Agreement executed by and between McKinney Ranch, Ltd., a Texas limited partnership, and TC1 McKinney Ranch, Inc., a Nevada corporation, dated December 15, 2005, filed December 29, 2005, recorded in/under CC# 2005-182167 (6074/6245) of the Real Property Records of COLLIN County, Texas.

14. Terms, conditions and stipulations contained in Chapter 380 Economic Development Program and Agreement for McKinney Ranch executed by and between McKinney Ranch, Ltd., a Texas limited partnership, and the City of McKinney, Texas, dated July 1, 2003, filed September 2, 2003, recorded in/under CC# 2003-173693 (5493/1231), amended and restated by instrument dated to be effective November 1, 2005 and recorded in/under CC# 2005-164649 of the Real Property Records of COLLIN County, Texas. As affected by Release of Amended and Restated Chapter 380 Economic Development Program and Agreement dated December 15, 2005, filed December 19, 2005, recorded in/under CC# 2005-177245 of the Real Property Records of COLLIN County, Texas.

15. Reservation of undivided one-half (1/2) interest in all the oil, gas and other minerals in, on and under subject property in Deed executed by W. Nash Shelley, to Santa Cruz Wood, Inc., a Texas corporation, dated November 30, 1981, recorded in/under Volume 1453, Page 781 of the Real Property Records of COLLIN County, Texas.

UNOFFICIAL

UNOFFICIAL

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
07/06/2006 03:53:57 PM
$48.00 DLAIRD
20060706000928390

20071227001705990 12/27/2007 01:42:12 PM FD 1/12

AFTER RECORDING, RETURN TO:

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

FOURTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

This Fourth Supplement to the Community Charter for Craig Ranch (this "*Fourth Supplement*") is made effective as of the date set forth below by VCIM PARTNERS, LP (the "*Founder*").

RECITALS

A. The Community Charter for Craig Ranch was filed on March 12, 2004, and is recorded in Volume 5625, Page 1378, *et seq.* of the Land Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

B. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain First Amendment to the Community Charter for Craig Ranch, filed on December 27, 2005, and recorded in Volume 6072, Page 6370, *et seq.* of the Land Records of Collin County, Texas (the "*First Amendment*"); and

C. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Second Amendment to the Community Charter for Craig Ranch, filed on May 18, 2006, and recorded as Instrument No. 20060518000675200 in the Land Records of Collin County, Texas (the "*Second Amendment*"), and that certain Third Amendment to the Community Charter for Craig Ranch, filed on July 7, 2006, and recorded as Instrument No. 20060707000935450 in the Land Records of Collin County, Texas (the "*Third Amendment*"); and

D. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Third Amendment to the Community Charter for Craig Ranch, filed on July 7, 2006, and recorded as Instrument No. 20060707000935450 in the Land Records of Collin County, Texas (the "*Third Amendment*"); and

E. The property encumbered by to the Craig Ranch Charter is also subject to certain other dedicatory instruments recorded as Exhibits to instruments filed on: (i) December 28, 2005, and recorded in Volume 6073, Page 0194, *et seq.*; (ii) January 20, 2006, and recorded as Instrument No. 20060120000086090; (iii)

March 24, 2006, and recorded as Instrument No. 20060324000386870; (iv) May 8, 2006, and recorded as Instrument No. 20060508000620030; and (v) October 22, 2007, and recorded as Instrument No. 20071022001446020, all in the Land Records of Collin County, Texas, with all such Exhibits being hereinafter referred to, collectively, as the "*Craig Ranch Dedicatory Instruments*"; and

F. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, the Founder may submit to the terms of Craig Ranch Charter property all or any portion of the property described on Exhibit "B" attached to the Craig Ranch Charter; and

G. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter to include certain real property described in Exhibit "B" to the Craig Ranch Charter, and does so by executing this Fourth Supplement thereby adding the tracts or parcels of real property described on Exhibit "1" ("*79 Acre Tract*") and Exhibit "2" ("*15 Acre Tract*") to the scheme and plan of development set forth in the Craig Ranch Charter and to the jurisdiction of the Craig Ranch Community Association.

NOW, THEREFORE, VCIM PARTNERS, L.P., a Texas limited partnership, as the Founder, pursuant to and in accordance with the authority granted in Chapter 19, Section 19.1 of the Craig Ranch Charter, hereby declares as follows:

The 79 Acre Tract and 15 Acre Tract (designated hereinafter as the "*Annexed Property*"), is and shall be subject to the scheme and plan of development of the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment, the Craig Ranch Dedicatory Instruments, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

Executed to be effective December 26, 2007.

FOUNDER:
VCIM PARTNERS, LP, a Texas limited partnership

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

By: _____
David H. Craig, General Manager

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 26th day of December, 2007, by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

BROOKE WELTZER
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/01/2010

Brooke Weltzer
Notary Public, State of Texas

CONSENT BY OWNERS OF THE ANNEXED PROPERTY

VCIM Partners, LP and Festival Center, LP are the owners of property described on Exhibits "1" and "2" attached hereto, described as the Annexed Property, and hereby consent to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledge and agree that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

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

By: _____
David H. Craig, General Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 26th day of December, 2007, by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

BROOKE WELTZER
Notary Public

Brooke Weltzer
Notary Public, State of Texas

FESTIVAL CENTER, LP, a Texas limited partnership

By: _____
David H. Craig, as Attorney-in-Fact for
George Kondos, Its General Partner

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 26th day of December, 2007, by David H. Craig, Attorney-In-Fact for George Kondos, as General Partner of Festival Center, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

UNOFFICIAL

EXHIBIT 1
(79 acre tract description)

UNOFFICIAL

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 79.1201 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being all of Lot 1, Block A, McKinney Soccer Complex at Craig Ranch, an addition to the City of McKinney, Texas according to the plat recorded in Volume 2006, Page 842 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5006, Page 3635 of the said Deed Records; said 79.1201 acre tract being more particularly described as follows (bearing system is based on the said McKinney Soccer Complex at Craig Ranch addition):

BEGINNING, at a point in the northerly right-of-way line of Henneman Way (an 80-foot wide right-of-way); said point being the southwest corner of said Lot 1, Block A; said point also being the southeast corner of North Texas Athletic Complex at Craig Ranch, an addition to the City of McKinney according to the plat recorded in Cabinet P, Page 241 of the said Plat Records;

THENCE, departing the said northerly line of Henneman Way and along the common line between said McKinney Soccer Complex at Craig Ranch addition and said North Texas Athletic Complex at Craig Ranch addition, the following twenty one (21) calls:

North 25 degrees, 07 minutes, 42 seconds West, a distance of 57.36 feet to an angle point;

North 33 degrees, 15 minutes, 34 seconds West, a distance of 101.88 feet to an angle point;

North 46 degrees, 52 minutes, 35 seconds West, a distance of 128.91 feet to an angle point;

North 48 degrees, 55 minutes, 45 seconds West, a distance of 183.30 feet to an angle point;

North 14 degrees, 29 minutes, 31 seconds West, a distance of 94.07 feet to an angle point;

North 04 degrees, 39 minutes, 10 seconds West, a distance of 109.07 feet to an angle point;

North 23 degrees, 59 minutes, 16 seconds West, a distance of 86.82 feet to an angle point;

UNOFFICIAL

North 41 degrees, 31 minutes, 31 seconds West, a distance of 102.01 feet to an angle point;

North 52 degrees, 43 minutes, 28 seconds West, a distance of 77.59 feet to an angle point;

North 08 degrees, 45 minutes, 55 seconds West, a distance of 77.29 feet to an angle point;

North 10 degrees, 28 minutes, 53 seconds East, a distance of 80.68 feet to an angle point;

North 14 degrees, 31 minutes, 34 seconds East, a distance of 81.95 feet to an angle point;

North 04 degrees, 35 minutes, 28 seconds West, a distance of 73.69 feet to an angle point;

North 17 degrees, 03 minutes, 38 seconds West, a distance of 190.53 feet to an angle point;

North 13 degrees, 00 minutes, 56 seconds West, a distance of 196.00 feet to an angle point;

North 08 degrees, 16 minutes, 42 seconds West, a distance of 184.07 feet to an angle point;

North 13 degrees, 00 minutes, 57 seconds West, a distance of 117.60 feet to an angle point;

North 01 degrees, 19 minutes, 04 seconds East, a distance of 126.37 feet to an angle point;

North 02 degrees, 18 minutes, 24 seconds West, a distance of 73.51 feet to an angle point;

North 12 degrees, 32 minutes, 59 seconds West, a distance of 81.27 feet to an angle point;

North 18 degrees, 44 minutes, 57 seconds West, a distance of 80.12 feet to a point in the south right-of-way line of Collin McKinney Parkway (a 60-foot wide right-of-way); said point also being the northwest corner of said Lot 1, Block A;

UNOFFICIAL

THENCE, departing the said common line between McKinney Soccer Complex at Craig Ranch addition and North Texas Athletic Complex at Craig Ranch addition and along the said south line of Collin McKinney Parkway, the following three (3) calls:

North 89 degrees, 08 minutes, 11 seconds East, a distance of 220.07 feet to an angle point;

North 89 degrees, 31 minutes, 32 seconds East, a distance of 1242.79 feet to a point of the beginning of a tangent curve to the left;

In a northeasterly direction, along said curve to the left, having a central angle of 13 degrees, 45 minutes, 36 seconds, a radius of 2560.00 feet, a chord bearing and distance of North 82 degrees, 38 minutes, 44 seconds East, 613.33 feet, an arc distance of 614.80 feet to a point at the end of said curve;

THENCE, South 00 degrees, 38 minutes, 53 seconds East, departing the said south line of Collin McKinney Parkway and along the east line of said Lot 1, Block A and the east line of said VCIM Partners, L.P. tract, at a distance of 1062.09 feet passing a southeast corner of said Lot 1, Block A, continuing along said east line of VCIM Partners, L.P. tract in all a total distance of distance of 1517.16 feet to a point for corner in the said northerly line of Henneman Way;

THENCE, South 64 degrees, 52 minutes, 18 seconds West, along the said northerly line of Henneman Way, at a distance of 1011.54 feet passing a 1/2-inch iron rod found at a southeast corner of said Lot 1, Block A, continuing in all a total distance of 1546.05 feet to the POINT OF BEGINNING;

CONTAINING, 3,446,471 square feet or 79.1201 acres of land, more or less.

UNOFFICIAL

EXHIBIT 2
(15 acre tract description)

UNOFFICIAL

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 15.8615 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being part of Lot 2, Block A, Boston Pizzeria Highway 121 Addition, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet Q, Page 506 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5006, Page 3635 of the said Deed Records; said 15.8615 acre tract being more particularly described as follows (bearing system is based on the south right-of-way line of Henneman Way recorded in Volume 2007, Page 298 of the said Plat Records):

BEGINNING, at a point for corner in the southerly right-of-way line of Henneman Way (an 80-foot wide right-of-way), said point being the northernmost corner of that certain tract of land described as Tract 11 in Community Charter For Craig Ranch recorded in Volume 5625, Page 1378 of the said Deed Records; said point also being in the northwest line of said Lot 2, Block A;

THENCE, North 64 degrees, 52 minutes, 06 seconds East, along the said southerly line of Henneman Way and said northwest line of Lot 2, Block A, at a distance of 56.90 feet passing the northernmost corner of said Lot 2, Block A, continuing along said southerly line of Henneman Way, in all a total distance of 1508.49 feet to a 5/8-inch iron rod found for corner; said point being in the west line of that certain tract of land described in Deed to McKinney Seven Holdings recorded in Volume 5911, Page 5133 of the said Deed Records; said point also being in the east line of said VCIM Partners, L.P. tract;

THENCE, South 00 degrees, 29 minutes, 27 seconds East, departing the said southerly line of Henneman Way and along the common line between said VCIM Partners, L.P. tract and said to McKinney Seven Holdings tract, a distance of 537.58 feet to a 5/8-inch iron rod found for corner in the northerly right-of-way line of State Highway No. 121;

THENCE, along the said northerly line of State Highway No. 121, the following five (5) calls:

South 60 degrees, 30 minutes, 28 seconds West, a distance of 192.15 feet to a concrete monument found at an angle point;

South 64 degrees, 36 minutes, 24 seconds West, a distance of 933.85 feet to a point for corner;

North 87 degrees, 35 minutes, 02 seconds West, a distance of 19.95 feet to a concrete monument found for corner;

South 25 degrees, 11 minutes, 16 seconds East, a distance of 9.31 feet to a concrete monument fond for corner;

South 64 degrees, 44 minutes, 11 seconds West, at a distance of 83.50 feet passing the easternmost corner of said Lot 2, Block A, continuing in all a total distance of 96.37 feet to a point for corner; said point also being the easternmost corner of said Tract 11;

THENCE, North 30 degrees, 10 minutes, 52 seconds West, departing the said northerly line of State Highway No. 121 and along the northeast line of said Tract 11, a distance of 509.79 feet to the POINT OF BEGINNING;

CONTAINING, 690,928 square feet or 15.8615 acres of land, more or less.

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
12/27/2007 01:42:12 PM
$60.00 TFOSTER
20071227001705990

UNOFFICIAL

20080505000536730 05/05/2008 10:13:41 AM BY 1/11

AFTER RECORDING, RETURN TO:

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

FIFTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

This Fifth Supplement to the Community Charter for Craig Ranch (this "*Fifth Supplement*") is made effective as of the date set forth below by VCIM PARTNERS, LP (the "*Founder*").

RECITALS

A. The Community Charter for Craig Ranch was filed on March 12, 2004, and is recorded in Volume 5625, Page 1378, *et seq*. of the Land Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

B. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain First Amendment to the Community Charter for Craig Ranch, filed on December 27, 2005, and recorded in Volume 6072, Page 6370, *et seq*. of the Land Records of Collin County, Texas (the "*First Amendment*"); and

C. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Second Amendment to the Community Charter for Craig Ranch, filed on May 18, 2006, and recorded as Instrument No. 20060518000675200 in the Land Records of Collin County, Texas (the "*Second Amendment*"), and

D. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Third Amendment to the Community Charter for Craig Ranch, filed on July 7, 2006, and recorded as Instrument No. 20060707000935450 in the Land Records of Collin County, Texas (the "*Third Amendment*"); and

E. The property encumbered by to the Craig Ranch Charter is also subject to certain other dedicatory instruments recorded as Exhibits to instruments filed on: (i) December 28, 2005, and recorded in Volume 6073, Page 0194, *et seq*.; (ii) January 20, 2006, and recorded as Instrument No. 20060120000086090; (iii) March 24, 2006, and recorded as Instrument No. 20060324000386870; (iv) May 8, 2006, and recorded as Instrument No. 20060508000620030; and (v) October 22, 2007, and recorded as Instrument No. 20071022001446020, all in the Official Public Records of Collin County, Texas, with all such Exhibits being hereinafter referred to, collectively, as the "*Craig Ranch Dedicatory Instruments*"; and

F. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, the Founder may submit to the terms of Craig Ranch Charter property all or any portion of the property described on Exhibit "B" attached to the Craig Ranch Charter; and

G. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter to include certain real property described in Exhibit "B" to the Craig Ranch Charter, and does so by executing this Fifth Supplement thereby adding a portion of the real property described on Exhibit "1" attached hereto (designated hereinafter as the "*Annexed Property*") save the "Less and Except" property described therein, to the scheme and plan of development set forth in the Craig Ranch Charter and to the jurisdiction of the Craig Ranch Community Association.

NOW, THEREFORE, VCIM PARTNERS, L.P., a Texas limited partnership, as the Founder, pursuant to and in accordance with the authority granted in Chapter 19, Section 19.1 of the Craig Ranch Charter, hereby declares as follows:

The Annexed Property is and shall be subject to the scheme and plan of development of the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment, the Craig Ranch Dedicatory Instruments, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

Executed to be effective April 16, 2008.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

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

By: _____
David H. Craig, General Manager

By: _____
Robert J. Holcomb, Secretary

UNOFFICIAL

F. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, the Founder may submit to the terms of Craig Ranch Charter property all or any portion of the property described on Exhibit "B" attached to the Craig Ranch Charter; and

G. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter to include certain real property described in Exhibit "B" to the Craig Ranch Charter, and does so by executing this Fifth Supplement thereby adding a portion of the real property described on Exhibit "1" attached hereto (designated hereinafter as the "*Annexed Property*") save the "Less and Except" property described therein, to the scheme and plan of development set forth in the Craig Ranch Charter and to the jurisdiction of the Craig Ranch Community Association.

NOW, THEREFORE, VCIM PARTNERS, L.P., a Texas limited partnership, as the Founder, pursuant to and in accordance with the authority granted in Chapter 19, Section 19.1 of the Craig Ranch Charter, hereby declares as follows:

The Annexed Property is and shall be subject to the scheme and plan of development of the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment, the Craig Ranch Dedicatory Instruments, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

Executed to be effective April 16, 2008.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

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

By:_____
David H. Craig, General Manager

By: Robert J Holcomb
Robert J. Holcomb, Secretary

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 28th day of April, 2008, by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

BROOKE WELTZER
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/21/2010

Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 25th day of April, 2008, by Robert J. Holcomb, Secretary of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public, State of Kansas
My Appointment Expires
September 30, 2010

Notary Public, State of Kansas

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of April, 2008, by David H. Craig, General Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 25th day of April, 2008, by Robert J. Holcomb, Secretary of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public, State of Kansas
My Appointment Expires
September 30, 2010

Angela L. Sylvester
Notary Public, State of Kansas

UNOFFICIAL

CONSENT BY OWNER OF THE ANNEXED PROPERTY

McKinney Seven Stacy, L.P., a Texas limited partnership, being the owner of the Annexed Property, hereby consent to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledge and agree that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the First Amendment, the Second Amendment, the Third Amendment and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

McKinney Seven Stacy, L.P., a Texas limited partnership

By: McKinney CR GP, LC, a Texas limited liability company, General Partner

By: Cecil Van Tuyl 2006 Irrevocable Trust, Managing Member

By: Robert J Holcomb
Robert J. Holcomb, Trustee

By:
Daniel K. Mattox, Trustee

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 25th day of April, 2008, by Robert J. Holcomb, Trustee of the Cecil Van Tuyl 2006 Irrevocable Trust, as Managing Member of McKinney CR GP, LC, a Texas limited liability company, General Partner of McKinney Seven Stacy, L.P., a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public, State of Kansas
My Appointment Expires
September 30, 2010

Angela L. Sylvester
Notary Public, State of Kansas

UNOFFICIAL

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 25th day of April, 2008, by Daniel K. Mattox, Trustee of the Cecil Van Tuyl 2006 Irrevocable Trust, as Managing Member of McKinney CR GP, LC, a Texas limited liability company, General Partner of McKinney Seven Stacy, L.P., a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public, State of Kansas
My Appointment Expires
September 30, 2010

Notary Public, State of Kansas

UNOFFICIAL

EXHIBIT "1"

BEING a 108.412 acre tract of land situated in the George White Survey, Abstract Number 993 in the City of McKinney, Collin County, Texas and being a portion of a called 155.340 acre tract of land described by deed to Jerry A. and Sharon L. McCutchin as recorded in Volume 3440, Page 128 of the Deed Records of Collin County Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 155.340 acre tract of land and being located in the east right-of-way line of Custer Road (FM 2478);

THENCE along the north line of said 155.340 acre tract of land, NORTH 89°40'41" EAST a distance of 1,645.40 feet to a point for corner near the center of Rowlett Creek;

THENCE departing the north line of said 155.340 acre tract of land and following the meanders of Rowlett Creek as follows:

SOUTH 01°49'15" WEST a distance of 164.74 feet to a point for corner;
SOUTH 13°53'10" EAST a distance of 81.82 feet to a point for corner;
SOUTH 29°10'14" EAST a distance of 155.76 feet to a point for corner;
SOUTH 17°42'01" EAST a distance of 153.75 feet to a point for corner;
SOUTH 09°14'44" EAST a distance of 174.74 feet to a point for corner;
SOUTH 03°13'54" EAST a distance of 136.67 feet to a point for corner;
SOUTH 28°56'35" WEST a distance of 202.47 feet to a point for corner;
SOUTH 30°34'44" WEST a distance of 101.32 feet to a point for corner;
SOUTH 13°02'16" WEST a distance of 84.08 feet to a point for corner;
SOUTH 13°05'12" EAST a distance of 117.11 feet to a point for corner;
SOUTH 21°13'13" EAST a distance of 89.29 feet to a point for corner;
SOUTH 16°15'12" EAST a distance of 107.20 feet to a point for corner;
SOUTH 22°19'57" EAST a distance of 170.56 feet to a point for corner;
SOUTH 26°20'21" EAST a distance of 626.18 feet to a point for corner;
SOUTH 27°49'06" EAST a distance of 425.79 feet to a point for corner located in the north line of a 1.140 acre right-of-way dedication for FM Road 720;

THENCE along the north line of said 1.140 acre right-of-way dedication for FM Road 720 as follows:

SOUTH 89°15'43" WEST a distance of 117.34 feet to a 5/8 inch iron rod found for the beginning of curve to the right having a radius of 1,335.00 feet and a chord bearing of North 89°26'33" West

Continuing along said curve to the right through a central angle of 02°35'24" for an arc length of 60.35 feet to a 5/8 inch iron rod found for the point of tangency;

NORTH 88°08’51” WEST a distance of 200.00 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,465.00 feet and a chord bearing of North 89°26’35” West;

Continuing along said curve to the left through a central angle of 02°35’25” for an arc length of 66.23 feet to a 5/8 inch iron rod found for the point of tangency;

SOUTH 89°15’43’ WEST a distance of 1,270.16 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,165.00 feet and a chord bearing of South 87°35’25” West;

Continuing along said curve to the left through a central angle of 03°20’36” for an arc length of 67.98 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 85°55’07” WEST a distance of 124.41 feet to a 5/8 inch iron rod found for corner;

SOUTH 89°15’43” WEST a distance of 284.57 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 66.00 feet and a chord bearing of North 45°36’39” West;

Continuing along said curve to the right through a central angle of 90°15’30” for an arc length of 103.97 feet to a 1/2 inch iron rod found in the east right-of-way lie of said Custer Road (FM 2478) and being the west line of said 155.340 acre tract of land;

THENCE along the east right-of-way line of said Custer Road (FM 2478) as follows:

NORTH 00°24’00” WEST a distance of 141.37 feet to a 5/8 inch iron rod found for corner;
NORTH 00°52’39” WEST a distance of 600.02 feet to a 5/8 inch iron rod found for corner;
NORTH 00°24’00” WEST a distance of 1,787.14 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 108.412 acres or 4,722,412 square feet of land more or less.

LESS AND EXCEPT the following described tract of land:

BEING A 1.816 acre tract of land situated in the George White Survey, Abstract No. 993, City of McKinney, Collin County, Texas, and being a portion of a 108.412 acre tract of land conveyed to McKinney Seven Stacy, LP recorded in Clerk File 20070222000245990, Deed Records, Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set in the northerly right-of-way line of Stacy Road (F.M. No. 720) (a variable width of right-of-way) and being the most southerly southwest corner of said 108.412 acre tract, and also being the beginning of a curve to the right, having a radius of 66.00 feet and a chord bearing of NORTH 45°36'39" WEST;

THENCE along said curve to the right through a central angle of 90°15'30" for an arc length of 103.97 feet to a 1/2 inch iron rod found at the end of said curve and being the most westerly southwest corner of said 108.412 acre tract, and also being in the easterly right-of-way line of Custer Road (F.M. 2478) (a variable width right-of-way);

THENCE along the easterly right-of-way line of said Custer Road NORTH 00°24'00" WEST, a distance of 141.37 feet to a 5/8 inch iron rod set for an angle point, from which a Concrete Monument found for reference bears South 01°29'20" West, a distance of 3.50 feet;

THENCE continuing along the easterly right-of-way line of said Custer Road NORTH 00°52'39" WEST, a distance of 83.23 feet to a 5/8 inch iron rod set for corner;

THENCE departing the easterly right-of-way line of said Custer Road NORTH 89°15'43" EAST, a distance of 275.00 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 00°44'17" EAST, a distance of 290.90 feet to a 5/8 inch iron rod set for corner in the northerly right-of-way line of said Stacy Road;

THENCE along the northerly right-of-way line of said Stacy Road SOUTH 89°15'43" WEST, a distance of 209.63 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.816 acres or 79,126 square feet, more or less.

NOW KNOWN AS:

Lot 1, Block A, LOT 1, BLOCK A OF CUSTER-STACY ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof recorded in 2007-629, of the Map and Plat Records of COLLIN County, Texas.

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
05/05/2008 10:13:41 AM
$56.00 TKING
20080505000536730

UNOFFICIAL

20130522000701040 05/22/2013 12:00:02 PM CH 1/19

AFTER RECORDING, RETURN TO:

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

SIXTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

This Sixth Supplement to the Community Charter for Craig Ranch (this "*Sixth Supplement*") is made effective as of the date set forth below by VCIM PARTNERS, LP (the "*Founder*") in its capacity as the Founder under the Craig Ranch Charter, and joined herein by MCKINNEY SEVEN 31, LP (the "*Owner of Annexed Property*").

RECITALS

A. The Community Charter for Craig Ranch was filed on March 12, 2004, and is recorded in Volume 5625, Page 1378, *et seq*. of the Official Public Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

B. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain First Amendment to the Community Charter for Craig Ranch, filed on December 27, 2005, and recorded in Volume 6072, Page 6370, *et seq*. of the Official Public Records of Collin County, Texas (the "*First Amendment*"); and

C. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Second Amendment to the Community Charter for Craig Ranch, filed on May 18, 2006, and recorded as Instrument No. 20060518000675200 in the Official Public Records of Collin County, Texas (the "*Second Amendment*"), and

D. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Third Amendment to the Community Charter for Craig Ranch, filed on July 7, 2006, and recorded as Instrument No. 20060707000935450 in the Official Public Records of Collin County, Texas (the "*Third Amendment*"); and

E. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Fourth Amendment to the Community Charter of Craig Ranch, filed on August 20, 2008, as Document No. 20080820001014910 in the Official Public Records of Collin County, Texas (the "*Fourth Amendment*"); and

F. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Fifth Amendment to the Community Charter of Craig Ranch, filed on

March 17, 2009, as Document No. 20090317000304440 in the Official Public Records of Collin County, Texas (the "*Fifth Amendment*"); and

G. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Sixth Amendment to the Community Charter of Craig Ranch, filed on January 20, 2010, as Document No. 20100120000062750 in the Official Public Records of Collin County, Texas (the "*Sixth Amendment*"); and

H. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Seventh Amendment to the Community Charter of Craig Ranch, filed on February 8, 2010, as Document No. 20100208000130500 in the Official Public Records of Collin County, Texas (the "*Seventh Amendment*"); and

I. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Eighth Amendment to the Community Charter of Craig Ranch, filed on July 6, 2010, as Document No. 20100706000689600 in the Official Public Records of Collin County, Texas (the "*Eighth Amendment*"); and

J. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Amendment to Eighth Amendment to Community Charter of Craig Ranch, filed on August 27, 2010, as Document No. 20100827000903760 in the Official Public Records of Collin County, Texas (the "*Amendment to Eighth Amendment*"); and

K. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Ninth Amendment to the Community Charter of Craig Ranch, filed on July 28, 2010, as Document No. 20100728000772120 in the Official Public Records of Collin County, Texas (the "*Ninth Amendment*"); and

L. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Tenth Amendment to the Community Charter of Craig Ranch, filed on August 5, 2011, as Document No. 20110805000827960 in the Official Public Records of Collin County, Texas (the "*Tenth Amendment*"); and

M. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Eleventh Amendment to the Community Charter of Craig Ranch, filed on May 22, 2013, as Document No. 2013[redacted]0522 00070 1030 in the Official Public Records of Collin County, Texas (the "*Eleventh Amendment*"); and

N. The foregoing amendments to the Craig Ranch Charter are hereinafter referred to, collectively, as the "*Amendments to the Craig Ranch Charter*"); and

O. The property encumbered by to the Craig Ranch Charter is also subject to certain other dedicatory instruments recorded as Exhibits to instruments filed on: (i) December 28, 2005, and recorded in Volume 6073, Page 0194, *et seq.*; (ii)

January 20, 2006, and recorded as Instrument No. 20060120000086090; (iii) March 24, 2006, and recorded as Instrument No. 20060324000386870; (iv) May 8, 2006, and recorded as Instrument No. 20060508000620030; (v) October 22, 2007, and recorded as Instrument No. 20071022001446020; (vi) August 20, 2008, and recorded as Instrument No. 20080820001014900; (vii) November 22, 2010, and recorded as Instrument No. 20101122001275920; (viii) January 13, 2011, and recorded as Instrument No. 20110113000054930; (ix) August 26, 2011, and recorded as Instrument No. 20110826000906000; (x) December 19, 2011, and recorded as Instrument No. 20111219001365240; and (xi) February 10, 2012, and recorded as Instrument No. 20120210000153350; all in the Official Public Records of Collin County, Texas, with all such Exhibits being hereinafter referred to, collectively, as the "*Craig Ranch Dedicatory Instruments*"; and

P. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, the Founder may submit to the terms of Craig Ranch Charter property all or any portion of the property described on Exhibit "B" attached to the Craig Ranch Charter; and

Q. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter to include certain real property described in Exhibit "B" to the Craig Ranch Charter, and does so by executing this Sixth Supplement thereby adding a portion of the real property described on Exhibit "1", Exhibit "2", Exhibit "3", and Exhibit "4" attached hereto (designated hereinafter as the "*Annexed Property*"), SAVE AND EXCEPT that certain 41.349 acre tract situated in the Thomas Phillips Survey, Abstract No. 717 in the City of McKinney, Collin County, Texas, and being more fully described on Exhibit "5" attached hereto, which shall not be included as part of the Annexed Property, to the scheme and plan of development set forth in the Craig Ranch Charter and to the jurisdiction of the Craig Ranch Community Association.

NOW, THEREFORE, VCIM PARTNERS, L.P., a Texas limited partnership, as the Founder, pursuant to and in accordance with the authority granted in Chapter 19, Section 19.1 of the Craig Ranch Charter, and joined by the Owner of the Annexed Property, hereby declares as follows:

The Annexed Property is and shall be subject to the scheme and plan of development of the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, the Craig Ranch Dedicatory Instruments, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

Executed to be effective May 22, 2013.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

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

By: _____
David H. Craig, Manager

By: _____
Robert J. Holcomb, Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22nd day of May, 2013, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

LORETTA BODDY
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2016

_____
Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of May, 2013, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

_____
Notary Public, State of Kansas

UNOFFICIAL

CONSENT BY OWNER OF THE ANNEXED PROPERTY

McKinney Seven 31, LP, a Texas limited partnership, being the owner of the Annexed Property, hereby consents to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledges and agrees that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

McKinney Seven 31, LP, a Texas
limited partnership

By: McKinney Seven Holdings GP, L C, a Texas
limited liability company, General Partner

By: _____
Robert J. Holcomb, Manager

By: _____
David H. Craig, Manager

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of May, 2013, by Robert J. Holcomb, Manager of McKinney Seven Holdings GP, L C, a Texas limited liability company, General Partner of McKinney Seven 31, LP, a Texas limited partnership, on behalf of said limited partnership.

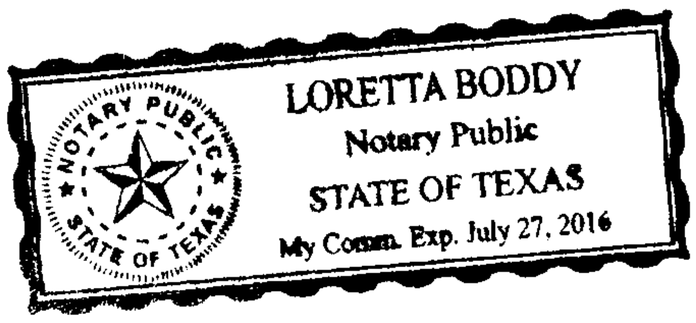
ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

_____
Notary Public, State of Kansas

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22nd day of May, 2013, by David H. Craig, Manager of McKinney Seven Holdings GP, L C, a Texas limited liability company, General Partner of McKinney Seven 31, LP, a Texas limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas

UNOFFICIAL

CONSENT AND SUBORDINATION OF LIENHOLDER

Prior to the date of this Sixth Supplement, McKinney Seven 31, LP granted a deed of trust lien to VT, INC. ("*Lender*") pursuant to that certain Deed of Trust naming Lender as beneficiary and Charles Powell as trustee, which is recorded as Instrument No. 20070223000248270 in the Official Public Records of Collin County, Texas (the "*Deed of Trust*") against that certain 48.841 acre tract of real property described on Exhibit "2" attached hereto (the "*Property*"). Lender hereby acknowledges, consents to and joins in this Sixth Supplement and further covenants that all of its right, title and interest in the Property is and shall be subject and subordinate to the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, and the Craig Ranch Dedicatory Instruments. However, nothing in this consent is intended to subordinate the Deed of Trust to any lien arising under the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, and the Craig Ranch Dedicatory Instruments, or to any other mortgage, deed of trust or other security instrument.

VT, INC., a Missouri corporation

By: Robert J Holcomb
Robert J. Holcomb Treasurer

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of May, 2013, by Robert J. Holcomb Treasurer of VT, INC., a Missouri corporation, on behalf of said corporation.

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

Angela L. Sylvester
Notary Public, State of Kansas

UNOFFICIAL

Exhibit "1"

DESCRIPTION, of a 26.673 acre tract of land situated in the Thomas Phillips Survey, Abstract No. 717, Collin County, Texas; said tract being part of a tract of land described in Special Warranty Deed to Windswept Place North, Ltd. recorded in County Clerk's File No. 96-0006535 of the Deed Records of Collin County, Texas, and all of a tract of land described in Special Warranty Deed to Windswept Place North, Ltd. recorded in Volume 5647, Page 4570 of said Deed Records; said 26.673 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found on the west right-of-way line Alma Road (a 120-foot wide right-of-way); said point being the northeast corner of said second referenced Windswept Place North Ltd. tract;

THENCE, in a southeasterly direction, along the said west line of Alma Road the following three (3) calls:

South 29 degrees, 30 minutes, 09 seconds East, a distance of 59.67 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the beginning of a tangent curve to the right;

Along said curve to the right, having a central angle of 29 degrees, 05 minutes, 15 seconds, a radius of 990.00 feet a chord bearing and distance of South 14 degrees, 57 minutes, 32 seconds East, 497.22 feet an arc distance of 502.60 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the end of said curve;

South 00 degrees, 24 minutes, 54 seconds East, a distance of 454.22 feet to a point for corner on the north line of a tract of land described in Special Warranty Deed to Windswept Place South, Ltd. recorded in Collin County Clerk's File No. 96-0006543 of said Deed Records;

THENCE, North 89 degrees, 51 minutes, 16 seconds West, along the said north line of the Windswept Place South, Ltd. tract, a distance of 672.66 feet to a point for corner;

THENCE, North 57 degrees, 01 minutes, 16 seconds East, departing the said north line of the Windswept Place South, Ltd. tract, a distance of 36.39 feet to the beginning of a non-tangent curve to the left;

THENCE, in a northerly direction, along said curve to the left, having a central angle of 103 degrees, 54 minutes, 03 seconds, a radius of 69.27 feet, a chord bearing and distance of North 14 degrees, 01 minutes, 10 seconds East, 109.10 feet, an arc distance of 125.62 feet to the end of said curve;

THENCE, North 60 degrees, 42 minutes, 06 seconds East, a distance of 54.20 feet to a point for corner;

THENCE, North 44 degrees, 49 minutes, 06 seconds West, a distance of 17.45 feet to a point for corner;

THENCE, North 26 degrees, 30 minutes, 44 seconds East, a distance of 224.66 feet to a point for corner;

THENCE, North 76 degrees, 05 minutes, 30 seconds East, a distance of 32.99 feet to a point for corner;

THENCE, North 24 degrees, 48 minutes, 30 seconds West, a distance of 30.62 feet to a point for corner;

THENCE, South 82 degrees, 08 minutes, 21 seconds West, a distance of 24.87 feet to a point for corner;

THENCE, South 66 degrees, 53 minutes, 25 seconds West, a distance of 219.30 feet to a point for corner;

THENCE, North 55 degrees, 47 minutes, 39 seconds West, a distance of 39.46 feet to a point for corner;

THENCE, South 74 degrees, 55 minutes, 44 seconds West, a distance of 36.81 feet to a point for corner;

THENCE, South 27 degrees, 42 minutes, 09 seconds West, a distance of 7.96 feet to a point for corner;

THENCE, South 42 degrees, 40 minutes, 12 seconds West, a distance of 121.29 feet to a point for corner;

THENCE, South 36 degrees, 35 minutes, 35 seconds West, a distance of 23.87 feet to a point for corner;

THENCE, South 26 degrees, 29 minutes, 40 seconds West, a distance of 16.59 feet to a point for corner;

THENCE, South 02 degrees, 43 minutes, 31 seconds West, a distance of 23.56 feet to a point for corner;

THENCE, South 23 degrees, 25 minutes, 35 seconds East, a distance of 23.81 feet to a point for corner;

THENCE, South 43 degrees, 05 minutes, 20 seconds East, a distance of 24.37 feet to a point for corner;

THENCE, South 18 degrees, 18 minutes, 51 seconds East, a distance of 137.70 feet to a point for corner on the said north line of the Windswept Place South, Ltd. tract;

UNOFFICIAL

THENCE, North 89 degrees, 51 minutes, 16 seconds West, along the said north line of the Windswept Place South, Ltd. tract, a distance of 503.04 feet to a 3/8-inch iron rod found for corner in the east line of a tract of land described in Special Warranty Deed to VCIM Partners, L.P. recorded in Volume 5210, Page 3934 of said Deed Records;

THENCE, North 00 degrees, 16 minutes, 33 seconds West, along the said east line of the VCIM Partners, LP. tract, at a distance of 232.69 feet passing a 1/2-inch iron rod found at the northeast corner of said VCIM Partners tract and the southeast corner of a tract of land described as "Tract 1" in Special Warranty Deed to Craig Ranch II, L.P. recorded in Volume 4757, Page 2157 of said Deed Records, continuing along the east line of said Craig Ranch II, L.P. tract in all a total distance of 876.93 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the south line of a tract of land described in Special Warranty Deed to Craig Ranch, II, L.P. recorded in Volume 4757, Page 2174 of said Deed Records and in County Road No. 147 (an apparent undedicated right-of-way); said point being the northeast corner of said first referenced Craig Ranch II, LP. tract;

THENCE, North 00 degrees, 08 minutes, 44 seconds East, along the west line of said second referenced Windswept Place North, Ltd. tract, a distance of 93.86 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner;

THENCE, in an easterly direction, along the north line of said second referenced Windswept Place North, Ltd. tract the following three (3) calls:

South 89 degrees, 58 minutes, 16 seconds East, a distance of 105.60 feet to a 1/2–inch iron rod with "Pacheco Koch" cap found at an angle point;

North 79 degrees, 55 minutes, 53 seconds East, a distance of 74.15 feet to a 1/2–inch iron rod with "Pacheco Koch" cap found at an angle point;

South 89 degrees, 58 minutes, 16 seconds East, a distance of 962.44 feet to the POINT OF BEGINNING,'

CONTAINING, 1,161,869 square feet or 26.673 acres of land, more or less.

UNOFFICIAL

EXHIBIT "2"

DESCRIPTION, of a 48.841 acre tract of land situated in the Thomas Phillips Survey, Abstract No. 717, Collin County Texas; said tract being part of a tract of land described in Special Warranty Deed to Windswept Place South, Ltd. recorded in Clerk's File No. 96-0006543 of the Deed Records of Collin County, Texas; said 48.841 acre tract being more particularly described as follows:

BEGINNING, at a brass monument in concrete found at the intersection of the north right-of-way line of State Highway No. 121 (a variable width right-of-way) and the west right-of-my line of Alma Road (a variable width right-of-way at this point);

THENCE, in a southwesterly direction, along the said north line of State Highway No. 121, the following three (3) calls:

South 66 degrees, 52 minutes, 39 seconds West, a distance of 396.26 feet to a brass monument in concrete found at an angle point;

South 68 degrees, 54 minutes, 37 seconds West, a distance of 386.31 feet to a brass monument in concrete found at an angle point;

South 62 degrees, 32 minutes, 36 seconds West, a distance of 608.57 feet to brass monument in concrete found for corner of the intersection of said north line of State Highway No. 121 with the west line of said Windswept Place South, Ltd. tract; said point also being in the east line of a tract of land described in Warranty Dead to Flossie Floyd Green recorded in Volume 442, Page 402 of said Deed Records;

THENCE, North 00 degrees, 19 minutes, 52 seconds West, departing the said north line of State Highway No. 121 and along the west line of said Windswept Place South, Ltd. tract, at a distance of 525.59 feet passing a 1/2-inch iron rod found of the southeast corner of a tract of land described in Special Warranty Deed to VCIM Partners, L.P. recorded in Volume 5171, Page 3679 of said Deed Records, continuing along the east line of said VCIM Partners LP. tract, at a distance of 1702.85 feet passing a 1/2-inch iron rod with "ROOME" cap found at the southeast corner of a tract of land described in Special Warranty Deed to VCIM Partners, L.P. recorded in Volume 5210, Page 3934 of said Deed Records continuing along the east line of said second referenced VCIM Partners, L.P. tract, in all a total distance of 1952.86 feet to a 3/8-inch iron rod found for corner; said point being the southwest corner of a tract of land described in a Special Warranty Deed to Windswept Place North, Ltd. recorded in Collin County Clerk's File No. 96-0006535 of said Deed Records;

THENCE, South 89 degrees, 51 minutes, 16 seconds East, departing the east line of said second referenced VCIM Partners L.P. tract and along the south line of said Windswept Place North, Ltd. tract, a distance of 1298.09 feet to a point for corner on the said west line of Alma Road (a 120-foot wide right-of-way at this point);

UNOFFICIAL

THENCE, in a southeasterly direction, along the said west line of Alma Road, the following six (6) calls:

South 00 degrees, 24 minutes, 54 seconds East, a distance of 481.93 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at an angle point;

South 00 degrees, 22 minutes, 39 seconds East, a distance of 435.06 feet to a 1/2-itch iron rod with "Pacheco Koch" cap found at an angle point;

South 03 degrees, 03 minutes, 12 seconds West, a distance of 165.30 feet to a wood fence post found at an angle point;

South 00 degrees, 24 minutes, 54 seconds East, a distance of 201.11 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at an angle point;

South 89 degrees, 08 minutes, 22 seconds West, a distance of 7.97 feet to a brass monument in concrete found at an angle point;

South 08 degrees, 06 minutes, 01 seconds West, a distance of 91.97 feet to the POINT OF BEGINNING;

CONTAINING, 2,127,504 square feet or 48.841 acres of land, more or less.

UNOFFICIAL

EXHIBIT "3"

DESCRIPTION, of a 2.000 acre tract of land situated in the Thomas Phillips Survey, Abstract No. 717, Collin County, Texas; said tract being part of a tract of land described in Warranty Deed to John T. Green recorded in Volume 730, Page 122 of the Deed Records of Collin County, Texas; said 2.000 acre tract being more particularly described as follows:

COMMENCING, at a brass monument in concrete found at the intersection of the north right-of-way line of State Highway No. 121 (a variable width right-of-way) and the west right-of-way line of Alma Road (a variable width right-of-way at this point);

THENCE, in a northerly direction, along the said west line of Alma Rood, the following six (6) calls:

North 08 degrees, 06 minutes, 01 seconds East, a distance of 91.97 feet to an angle point;

North 89 degrees, 08 minutes, 22 seconds East, a distance of 7.97 feet to an angle point;

North 00 degrees, 24 minutes, 54 seconds West, a distance of 201.11 feet to an angle point;

North 03 degrees, 03 minutes, 12 seconds East, a distance of 165.30 feet to an angle point;

North 00 degrees, 22 minutes, 39 seconds West, a distance of 435.06 feet to an angle point;

North 00 degrees, 24 minutes, 54 seconds West, a distance of 481.93 feet to a point on the north line of a tract of land described in Special Warranty Deed to Windswept Place South, Ltd. recorded in Collin County Clerk's File No. 96-0006543 of said Deed Records and the south line of a tract of land described in Special Warranty Deed to Windswept Place North, Ltd. recorded in Collin County Clerk's file No. 96-0006535 of said Deed Records;

THENCE, North 89 degrees, 51 minutes, 16 seconds West, departing the said west line of Alma Road and along the north line of said Windswept Place South, Ltd. tract a distance of 672.66 feet to the POINT OF BEGINNING;

THENCE, North 89 degrees, 51 minutes, 16 seconds West, continuing along the said north line of the Windswept Place South, Ltd. tract, a distance of 122.38 feet to a point for corner;

THENCE, North 18 degrees, 18 minutes, 51 seconds West, a distance of 137.70 feet to a point for corner,

UNOFFICIAL

THENCE, North 43 degrees, 05 minutes, 20 seconds West, a distance of 24.37 feet to a point for corner;

THENCE, North 23 degrees, 25 minutes, 35 seconds West, a distance of 23.81 feet to a point for corner;

THENCE, North 02 degrees, 43 minutes, 31 seconds East, a distance of 23.56 feet to a point for corner;

THENCE, North 26 degrees, 29 minutes, 40 seconds East, a distance of 16.59 feet to a point for corner;

THENCE, North 36 degrees, 35 minutes, 35 seconds East, a distance of 23.87 feet to a point for corner;

THENCE, North 42 degrees, 40 minutes, 12 seconds East, a distance of 121.29 feet to a point for corner;

THENCE, North 27 degrees, 42 minutes, 09 seconds East, a distance of 7.96 feet to a point for corner;

THENCE, North 74 degrees, 55 minutes, 44 seconds East, a distance of 36.81 feet to a point for corner;

THENCE, South 55 degrees, 47 minutes, 39 seconds East, a distance of 39.46 feet to a point for corner,

THENCE, North 66 degrees, 53 minutes, 25 seconds East, a distance of 219.30 feet to a point for corner,

THENCE, North 82 degrees, 08 minutes, 21 seconds East, a distance of 24.87 feet to a point for corner,

THENCE, South 24 degrees, 45 minutes, 59 seconds East, a distance of 30.62 feet to a point for corner,

THENCE, South 76 degrees, 05 minutes, 30 seconds West, a distance of 32.99 feet to a point for corner;

THENCE, South 26 degrees, 30 minutes, 44 seconds West, a distance of 224.66 feet to a point for corner,

THENCE, South 44 degrees, 49 minutes, 06 seconds East, a distance of 17.45 feet to a point for corner,

THENCE, South 60 degrees, 42 minutes, 06 seconds West, a distance of 54.20 feet to a point for corner at the beginning of a non-tangent curve to the right;

UNOFFICIAL

THENCE, in a southerly direction, along said curve to the right, having a central angle of 103 degrees, 54 minutes, 03 seconds, a radius of 69.27 feet, a chord bearing and distance of South 14 degrees, 01 minutes, 10 seconds West, 109.10 feet, an arc distance of 125.62 feet to the end of said curve;

THENCE, South 57 degrees, 01 minutes, 16 seconds West, a distance of 36.39 feet to the POINT OF BEGINNING;

CONTAINING, 87,121 square feet or 2.000 acres of land, more or less.

UNOFFICIAL

EXHIBIT "4"

DESCRIPTION, of a 20.474 acre tract of land situated in the Thomas Phillips Survey, Abstract No. 717, Collin County, Texas; said tract being part of a two tracts of land described in Warranty Deed to Flossie Floyd Green recorded in Volume 442, Page 402 of the Deed Records of Collin County, Texas, all of a tract of land described in Special Warranty Deed to John T. Green, Joan Green Jeffrey and Mike Byrn Green recorded in Volume 5647, Pg. 4575 of said Deed Records and all of a tract of land described in Special Warranty Deed to John T. Green, Joan Green Jeffrey and Mike Byrn Green recorded in Volume 5647, Page 4580 of said Deed Records; said 20.474 acre tract being more particularly described as follows:

COMMENCING; at a brass monument in concrete found at the intersection of the north right-of-way line of State Highway No. 121 (a variable width right-of-way) and the west right-of-way line of Alma Road (a variable width right-of-way at this point);

THENCE, in a southwesterly direction, along the said north line of State Highway No. 121, the following three (3) calls:

South 66 degrees, 52 minutes, 39 seconds West, a distance of 396.26 feet to a brass monument in concrete found at an angle point;

South 68 degrees, 54 minutes, 37 seconds West, a distance of 386.31 feet to a brass monument in concrete found at an angle point;

South 62 degrees, 32 minutes, 36 seconds West, a distance of 608.57 feet to a brass monument in concrete found at the *POINT OF BEGINNING*; said point being the intersection of the said north line of State Highway No. 121 with the east line of said Flossie Floyd Green tract; said point also being on the west line of a tract of land described in Special Warranty Deed to Windswept Place South, Ltd. recorded in Collin County Clerks File No. 96-0006543 of said Deed Records;

THENCE, South 62 degrees, 32 minutes, 36 seconds West, continuing along the said north line of State Highway No. 121, a distance of 166.03 feet to a brass monument in concrete found at an angle point;

THENCE, South 66 degrees, 52 minutes, 39 seconds West, along the said north line of State Highway No. 121, at a distance of 211.19 feet passing a brass monument in concrete found at the easternmost corner of the third referenced Green tract, in all a total distance of 299.78 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being the southernmost corner of said third referenced Green tract;

THENCE, North 31 degrees, 15 minutes, 15 seconds West, departing the said north line of State Highway No. 121 and along the southwest line of said third referenced Green tract, a distance of 39.33 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the north line of a tract of land described in Special Warranty Deed to

UNOFFICIAL

Continental Mortgage & Equity Trust recorded in Volume 3885, Page 1856 of said Deed Records; said point being the westernmost corner of said third referenced Green tract;

THENCE, South 89 degrees, 16 minutes, 19 seconds West, along the north line of said Continental Mortgage & Equity Trust tract, a distance of 882.30 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being in the east line of a future right-of-way dedication for County Road No. 147 (CR 147);

THENCE, North 00 degrees, 00 minutes, 51 seconds East, departing the north line of said Continental Mortgage & Equity Trust tract and along the said future east line of CR 147, a distance of 417.41 feet to a 1/2-inch iron rod with "Pacheco Koch", cap found at an angle point;

THENCE, North 12 degrees, 06 minutes, 03 seconds West, continuing along the said future east line of CR 147, at a distance of 153.98 feet passing the south corner of said second referenced Green tract, in all a total distance of 272.48 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner;

THENCE, North 89 degrees, 45 minutes, 04 seconds East, departing the said future east line of CR 147 and along the north line of said second referenced Green tract, at a distance of 24.21 feet passing the east line of a tract of land described in Special Warranty Deed to Craig Ranch II L.P. recorded in Volume 4757, Page 2184 of said Deed Records and the southwest corner of a tract of land described in Special Warranty Deed to VCIM Partners Ltd. recorded in Volume 5647, Page 4310 of said Deed Records, continuing along the south line of said VCIM Partners Ltd. tract, in all a total distance of 365.62 feet to a 1/2-inch iron rod with "Pacheco Koch" cap at an angle point;

THENCE, North 58 degrees, 46 minutes, 17 seconds East, continuing along the south line of said VCIM Partners Ltd. tract, a distance of 20.11 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner on the south line of a tract of land described in Special Warranty Deed to VCIM Partners. LP. recorded in Volume 5171, Page 3679 of said Deed Records; said point being the easternmost corner of said first referenced VCIM Partners Ltd. tract;

THENCE, North 89 degrees, 55 minutes, 15 seconds East, along the said south line of the second referenced VCIM Partners, L.P. tract, a distance of 996.83 feet to a 1/2-inch iron rod found for corner on the west line of said Windswept Place South, Ltd. tract; said point being the southeast corner of said second referenced VCIM 1/2-inch L.P. tract;

THENCE, South 00 degrees, 19 minutes, 52 seconds East, along the said west line of the Windswept Place South, Ltd. tract, a distance of 525.27 feet to the POINT OF BEGINNING;

CONTAINING, 891,845 square feet of 20.474 acres of land, more or less.

UNOFFICIAL

EXHIBIT "5"

BEING a 41.349 acre tract of land situated in the Thomas Phillips Survey, Abstract No. 717 in the City of McKinney, Collin County, Texas and being a portion of a 26.673 acre tract of land recorded in cc #20060306000284240, Official Public Records of Collin County, Texas (OPRCCT) and being a portion of a 20.00 acre tract of land recorded in cc# 2000-0103209 (OPRCCT) and being a portion of a 48.841 acre tract of land recorded in cc#20070223000248260 (OPRCCT) and being all of a 2.000 acre tract of land recorded in cc#20060306000284250 (OPRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set at the southeast end of a corner cut off line at the intersection of the south line of Van Tuyl Parkway (60' wide) with the west line of Alma Road (120' wide);

THENCE along the west line of said Alma Road, SOUTH 30°02'48" EAST a distance of 44.67 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 990.00 feet and a chord bearing of South 15°30'10" East;

THENCE continuing along west line of said Alma Road with said curve to the right through a central angle of 29°05'16" for an arc length of 502.60 feet to a 5/8 inch iron set for corner;

THENCE continuing with said west line, SOUTH 00°57'33" EAST a distance of 882.09 feet to a 5/8 inch iron rod set for corner;

THENCE departing the west line of said Alma Road, SOUTH 43°48'46" WEST a distance of 21.30 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 89°02'27" WEST a distance of 185.74 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 89°25'21" WEST a distance of 150.21 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 89°02'27" WEST a distance of 161.35 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 1,090.00 feet and a chord bearing of South 73°34'04" West;

THENCE along said curve to the left through a central angle of 30°56'47" for an arc length of 588.73 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 77°17'13" WEST a distance of 21.21 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 577.15 feet and a chord bearing of North 16°14'44" West;

THENCE along said curve to the right through a central angle of 30°34'04" for an arc length of

307.91 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 00°57'33" WEST a distance of 445.75 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 623.00 feet and a chord bearing of North 15°47'05" West;

THENCE along said curve to the left through a central angle of 29°39'03" for an arc length of 322.41 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 30°36'36" WEST a distance of 166.40 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 570.00 feet and a chord bearing of North 15°33'46" West;

THENCE along said curve to the right through a central angle of 30°05'41" for an arc length of 299.39 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 00°30'55" WEST a distance of 98.06 feet to a 5/8 inch iron rod set in the south line of said Van Tuyl Parkway;

THENCE along the south line of said Van Tuyl Parkway as follows:

NORTH 89°29'05" EAST a distance of 222.02 feet to a 5/8 inch iron rod set for corner;

NORTH 79°23'14" EAST a distance of 74.15 feet to a 5/8 inch iron rod set for corner;

NORTH 89°29'05" EAST a distance of 947.44 feet to a 5/8 inch rod set for corner;

SOUTH 60°16'51" EAST a distance of 25.92 feet to the POINT OF BEGINNING;

CONTAINING 41.349 acres or 1,801,151 square feet of land more or less all according to that survey prepared by A.J. Bedford Group, Inc.

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/22/2013 12:00:02 PM
$88.00 CJAMAL
20130522000701040

20130522000701050 05/22/2013 12:00:03 PM CH 1/13

AFTER RECORDING, RETURN TO:

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

SEVENTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

This Seventh Supplement to the Community Charter for Craig Ranch (this "*Seventh Supplement*") is made effective as of the date set forth below by VCIM PARTNERS, LP (the "*Founder*") in its capacity as the Founder under the Craig Ranch Charter and owner of a portion of the Annexed Property described below, joined herein by MCKINNEY SEVEN 31, LP (the "*Owner of Annexed Property*").

RECITALS

A. The Community Charter for Craig Ranch was filed on March 12, 2004, and is recorded in Volume 5625, Page 1378, *et seq*. of the Official Public Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

B. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain First Amendment to the Community Charter for Craig Ranch, filed on December 27, 2005, and recorded in Volume 6072, Page 6370, *et seq*. of the Official Public Records of Collin County, Texas (the "*First Amendment*"); and

C. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Second Amendment to the Community Charter for Craig Ranch, filed on May 18, 2006, and recorded as Instrument No. 20060518000675200 in the Official Public Records of Collin County, Texas (the "*Second Amendment*"), and

D. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Third Amendment to the Community Charter for Craig Ranch, filed on July 7, 2006, and recorded as Instrument No. 20060707000935450 in the Official Public Records of Collin County, Texas (the "*Third Amendment*"); and

E. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Fourth Amendment to the Community Charter of Craig Ranch, filed on August 20, 2008, as Document No. 20080820001014910 in the Official Public Records of Collin County, Texas (the "*Fourth Amendment*"); and

F. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Fifth Amendment to the Community Charter of Craig Ranch, filed on

March 17, 2009, as Document No. 20090317000304440 in the Official Public Records of Collin County, Texas (the "*Fifth Amendment*"); and

G. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Sixth Amendment to the Community Charter of Craig Ranch, filed on January 20, 2010, as Document No. 20100120000062750 in the Official Public Records of Collin County, Texas (the "*Sixth Amendment*"); and

H. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Seventh Amendment to the Community Charter of Craig Ranch, filed on February 8, 2010, as Document No. 20100208000130500 in the Official Public Records of Collin County, Texas (the "*Seventh Amendment*"); and

I. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Eighth Amendment to the Community Charter of Craig Ranch, filed on July 6, 2010, as Document No. 20100706000689600 in the Official Public Records of Collin County, Texas (the "*Eighth Amendment*"); and

J. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Amendment to Eighth Amendment to Community Charter of Craig Ranch, filed on August 27, 2010, as Document No. 20100827000903760 in the Official Public Records of Collin County, Texas (the "*Amendment to Eighth Amendment*"); and

K. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Ninth Amendment to the Community Charter of Craig Ranch, filed on July 28, 2010, as Document No. 20100728000772120 in the Official Public Records of Collin County, Texas (the "*Ninth Amendment*"); and

L. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Tenth Amendment to the Community Charter of Craig Ranch, filed on August 5, 2011, as Document No. 20110805000827960 in the Official Public Records of Collin County, Texas (the "*Tenth Amendment*"); and

M. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Eleventh Amendment to the Community Charter of Craig Ranch, filed on May 22, 2013, as Document No. 20130522000701030 in the Official Public Records of Collin County, Texas (the "*Eleventh Amendment*"); and

N. The foregoing amendments to the Craig Ranch Charter are hereinafter referred to, collectively, as the "*Amendments to the Craig Ranch Charter*"); and

O. The property encumbered by the Craig Ranch Charter is also subject to certain other dedicatory instruments recorded as Exhibits to instruments filed on: (i) December 28, 2005, and recorded in Volume 6073, Page 0194, *et seq.*; (ii)

January 20, 2006, and recorded as Instrument No. 20060120000086090; (iii) March 24, 2006, and recorded as Instrument No. 20060324000386870; (iv) May 8, 2006, and recorded as Instrument No. 20060508000620030; (v) October 22, 2007, and recorded as Instrument No. 20071022001446020; (vi) August 20, 2008, and recorded as Instrument No. 20080820001014900; (vii) November 22, 2010, and recorded as Instrument No. 20101122001275920; (viii) January 13, 2011, and recorded as Instrument No. 20110113000054930; (ix) August 26, 2011, and recorded as Instrument No. 20110826000906000; (x) December 19, 2011, and recorded as Instrument No. 20111219001365240; and (xi) February 10, 2012, and recorded as Instrument No. 20120210000153350; all in the Official Public Records of Collin County, Texas, with all such Exhibits being hereinafter referred to, collectively, as the "*Craig Ranch Dedicatory Instruments*"; and

P. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, the Founder may submit to the terms of Craig Ranch Charter property all or any portion of the property described on Exhibit "B" attached to the Craig Ranch Charter; and

Q. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter to include certain real property described in Exhibit "B" to the Craig Ranch Charter, and does so by executing this Seventh Supplement thereby adding that certain 41.349 acre tract described on Exhibit "A" (designated hereinafter as the "*Annexed Property*"); and

R. Pursuant to Chapter 19, Section 19.3 of the Craig Ranch Charter, the Founder may add to, create exceptions to or otherwise modify the Craig Ranch Charter as it applies to the Annexed Property.

NOW, THEREFORE, VCIM PARTNERS, L.P., a Texas limited partnership, as the Founder and owner of a portion of the Annexed Property, pursuant to and in accordance with the authority granted in Chapter 19, Sections 19.1 and 19.3 of the Craig Ranch Charter, and joined by the Owner of the Annexed Property, hereby declares as follows:

ARTICLE I
ANNEXATION

The Annexed Property is and shall be subject to the scheme and plan of development of the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, the Craig Ranch Dedicatory Instruments, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Annexed Property, except as hereinafter provided, shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

ARTICLE II
PROVISIONS APPLICABLE TO THE ANNEXED PROPERTY

Notwithstanding any provision to the contrary contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter or the Craig Ranch Dedicatory Instruments, the following additions to, exceptions from or modifications to the Craig Ranch Charter, the Amendments to the Craig Ranch Charter or the Craig Ranch Dedicatory Instruments shall apply to the Annexed Property, and any conflict shall be resolved in favor of this Seventh Supplement:

Section 2.1 Service Area Prohibition

Under no circumstances shall the Annexed Property ever be converted to or be designated a Service Area as such term is defined in Chapter 4, Section 4.3 of the Craig Ranch Charter, and the Founder hereby relinquishes any right it may have under the Craig Ranch Charter to designate the Annexed Property as a Service Area.

Section 2.2 Community Enhancement Fee

The Community Enhancement Fee, as provided in Chapter 14, Section 14.10 of the Community Charter, shall be applicable to a transfer of any portion of the Annexed Property that is not an Exempt Transfer provided, however, the Community Enhancement Fee shall not exceed 0.25% of the property's gross selling price as defined in the Craig Ranch Charter. Neither the Founder, the Board nor the members of the Craig Ranch Community Association shall have any authority to alter the limitation of the Community Enhancement Fee as provided herein.

Section 2.3 Allocation of Equivalent Units and Calculation of Base Assessments

(a) Notwithstanding any provision to the contrary contained in the Eleventh Amendment to the Community Charter with respect to Exhibit E entitled, "*Formula for Allocating Liability for Assessments and Votes Among Units*," and any future amendment to said Exhibit E, the Equivalent Unit allocation for any portion of the Annexed Property intended to be used or used for multi-family development shall be as follows: **.15 per dwelling unit**. A dwelling unit will not be allocated an Equivalent Unit, and is therefore not subject to the Base Assessment obligation, unless and until a Certificate of Occupancy has been issued for such dwelling unit. Neither the Founder, the Board nor the members of the Craig Ranch Community Association shall have any authority to alter the Equivalent Unit determination contained herein for the Annexed Property.

(b) The Base Assessment for each Equivalent Unit allocated to the Annexed Property shall commence at $290.00 per Equivalent Unit effective upon the recordation of this Seventh Supplement (the "Commencement Date"). The Dallas-Fort Worth Consumer Price Index ("DFW CPI") shall be the sole factor in determining any increase in the amount of the Base Assessment per Equivalent Unit provided for herein. The Board shall have the option of increasing the Base Assessment annually based on any corresponding increase in the DFW CPI

after the Commencement Date. Alternatively, should the Board not exercise its option to increase the Base Assessment on an annual basis, the Board shall then have the option of increasing the Base Assessment on a cumulative basis by calculating the aggregate increase in the DFW CPI since it last raised the Base Assessment, and increase the Base Assessment accordingly.

Section 2.4 Special Assessment and Specific Assessments

No portion of the Annexed Property shall be obligated to pay or be liable for any Special Assessment and Specific Assessment unless approved by the owner or owners of that portion of the Annexed Property which would be subjected thereto.

Section 2.5 Design Requirements

The Community Charter and any design guidelines adopted by the Association shall be deemed to incorporate the City of McKinney Ordinance No. 2012-07-036 (the "Zoning Ordinance") with respect to Improvements to be constructed within the Annexed Property and the Association, and any Design Review Committee, or others acting on behalf of the Association shall be obligated to approve the proposed design of any Improvements which conform to the Zoning Ordinance.

ARTICLE III
AMENDMENTS TO SEVENTH SUPPLEMENT

Notwithstanding any provision to the contrary contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter or the Craig Ranch Dedicatory Instruments, the terms and conditions of this Seventh Supplement may not be changed, amended, supplemented or modified without the express written consent of the owner(s) of the Annexed Property.

UNOFFICIAL

Executed to be effective May 22, 2013.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

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

By: _____
David H. Craig, Manager

By: _____
Robert J. Holcomb, Manager

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22nd day of May, 2013, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

LORETTA BODDY
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2016

Loretta Boddy
Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of May, 2013, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

Angela L. Sylvester
Notary Public, State of Kansas

UNOFFICIAL

CONSENT BY OWNERS OF THE ANNEXED PROPERTY

The undersigned, being the owners of the Annexed Property, hereby consent to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledge and agree that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, the Craig Ranch Dedicatory Instruments, the specific terms and conditions applicable to the Annexed Property contained in this Seventh Supplement, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

McKinney Seven 31, LP,
a Texas limited partnership

By: McKinney Seven Holdings GP, L C,
a Texas limited liability company,
General Partner

By: _____
Robert J. Holcomb, Manager

By: _____
David H. Craig, Manager

VCIM PARTNERS, LP,
a Texas limited partnership

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

By: _____
David H. Craig, Manager

By: _____
Robert J. Holcomb, Manager

UNOFFICIAL

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of May, 2013, by Robert J. Holcomb, Manager of McKinney Seven Holdings GP, L C, a Texas limited liability company, General Partner of McKinney Seven 31, LP, a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

Angela L. Sylvester
Notary Public, State of Kansas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22nd day of May, 2013, by David H. Craig, Manager of McKinney Seven Holdings GP, L C, a Texas limited liability company, General Partner of McKinney Seven 31, LP, a Texas limited partnership, on behalf of said limited partnership.

LORETTA BODDY
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2016

Loretta Boddy
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22nd day of May, 2013, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

LORETTA BODDY
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2016

Loretta Boddy
Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of May, 2013, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

Angela L. Sylvester
Notary Public, State of Kansas

UNOFFICIAL

CONSENT AND SUBORDINATION OF LIENHOLDER

Prior to the date of this Seventh Supplement, McKinney Seven 31, LP granted a deed of trust lien to VT, INC. ("*Lender*") pursuant to that certain Deed of Trust naming Lender as beneficiary and Charles Powell as trustee, which is recorded as Instrument No. 20070223000248270 in the Official Public Records of Collin County, Texas (the "*Deed of Trust*") against a portion of the 41.349 acre tract of real property described herein as the Annexed Property. Lender hereby acknowledges, consents to and joins in this Seventh Supplement and further covenants that all of its right, title and interest in the Annexed Property is and shall be subject and subordinate to the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, and the Craig Ranch Dedicatory Instruments. However, nothing in this consent is intended to subordinate the Deed of Trust to any lien arising under the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, and the Craig Ranch Dedicatory Instruments, or to any other mortgage, deed of trust or other security instrument.

VT, INC.
a Missouri corporation

By: Robt T Holcomb
Robert J. Holcomb, Treasurer

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of May, 2013, by Robert J. Holcomb Treasurer of VT, INC., a Missouri corporation, on behalf of said corporation.

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

Angela L. Sylvester
Notary Public, State of Kansas

UNOFFICIAL

EXHIBIT A

(The Annexed Property)

BEING a 41.349 acre tract of land situated in the Thomas Phillips Survey, Abstract No. 717 in the City of McKinney, Collin County, Texas and being a portion of a 26.673 acre tract of land recorded in cc #20060306000284240, Official Public Records of Collin County, Texas (OPRCCT) and being a portion of a 20.00 acre tract of land recorded in cc# 2000-0103209 (OPRCCT) and being a portion of a 48.841 acre tract of land recorded in cc#20070223000248260 (OPRCCT) and being all of a 2.000 acre tract of land recorded in cc#20060306000284250 (OPRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set at the southeast end of a corner cut off line at the intersection of the south line of Van Tuyl Parkway (60' wide) with the west line of Alma Road (120' wide);

THENCE along the west line of said Alma Road, SOUTH 30°02'48" EAST a distance of 44.67 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 990.00 feet and a chord bearing of South 15°30'10" East;

THENCE continuing along west line of said Alma Road with said curve to the right through a central angle of 29°05'16" for an arc length of 502.60 feet to a 5/8 inch iron set for corner;

THENCE continuing with said west line, SOUTH 00°57'33" EAST a distance of 882.09 feet to a 5/8 inch iron rod set for corner;

THENCE departing the west line of said Alma Road, SOUTH 43°48'46" WEST a distance of 21.30 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 89°02'27" WEST a distance of 185.74 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 89°25'21" WEST a distance of 150.21 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 89°02'27" WEST a distance of 161.35 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 1,090.00 feet and a chord bearing of South 73°34'04" West;

THENCE along said curve to the left through a central angle of 30°56'47" for an arc length of 588.73 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 77°17'13" WEST a distance of 21.21 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 577.15 feet and a chord bearing of North 16°14'44" West;

UNOFFICIAL

THENCE along said curve to the right through a central angle of 30°34'04" for an arc length of 307.91 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 00°57'33" WEST a distance of 445.75 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 623.00 feet and a chord bearing of North 15°47'05" West;

THENCE along said curve to the left through a central angle of 29°39'03" for an arc length of 322.41 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 30°36'36" WEST a distance of 166.40 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 570.00 feet and a chord bearing of North 15°33'46" West;

THENCE along said curve to the right through a central angle of 30°05'41" for an arc length of 299.39 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 00°30'55" WEST a distance of 98.06 feet to a 5/8 inch iron rod set in the south line of said Van Tuyl Parkway;

THENCE along the south line of said Van Tuyl Parkway as follows:

NORTH 89°29'05" EAST a distance of 222.02 feet to a 5/8 inch iron rod set for corner;

NORTH 79°23'14" EAST a distance of 74.15 feet to a 5/8 inch iron rod set for corner;

NORTH 89°29'05" EAST a distance of 947.44 feet to a 5/8 inch rod set for corner;

SOUTH 60°16'51" EAST a distance of 25.92 feet to the POINT OF BEGINNING;

CONTAINING 41.349 acres or 1,801,151 square feet of land more or less all according to that survey prepared by A.J. Bedford Group, Inc.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/22/2013 12:00:03 PM
$64.00 CJAMAL
20130522000701050

AFTER RECORDING, RETURN TO:

Miles Prestemon
Craig Ranch Community Association
6850 TPC Drive, Suite 104
McKinney, Texas 75070

EIGHTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

This **EIGHTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH** (this "*Eighth Supplement*") is made effective as of the date set forth below by **VCIM PARTNERS, LP** (the "*Founder*") in its capacity as the Founder under the Craig Ranch Charter, joined herein by **TOURNAMENT PLAYERS CLUB AT CRAIG RANCH, L.P.** (the "*Owner of Annexed Property*").

RECITALS

A. The Community Charter for Craig Ranch was filed on March 12, 2004, and is recorded in Volume 5625, Page 1378, *et seq*. of the Official Public Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

B. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain First Amendment to the Community Charter for Craig Ranch, filed on December 27, 2005, and recorded in Volume 6072, Page 6370, *et seq*. of the Official Public Records of Collin County, Texas (the "*First Amendment*"); and

C. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Second Amendment to the Community Charter for Craig Ranch, filed on May 18, 2006, and recorded as Instrument No. 20060518000675200 in the Official Public Records of Collin County, Texas (the "*Second Amendment*"), and

D. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Third Amendment to the Community Charter for Craig Ranch, filed on July 7, 2006, and recorded as Instrument No. 20060707000935450 in the Official Public Records of Collin County, Texas (the "*Third Amendment*"); and

E. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Fourth Amendment to the Community Charter of Craig Ranch, filed on August 20, 2008, as Document No. 20080820001014910 in the Official Public Records of Collin County, Texas (the "*Fourth Amendment*"); and

F. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Fifth Amendment to the Community Charter of Craig Ranch, filed on March 17, 2009, as Document No. 20090317000304440 in the Official Public Records of Collin County, Texas (the "*Fifth Amendment*"); and

G. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Sixth Amendment to the Community Charter of Craig Ranch, filed on January 20, 2010, as Document No. 20100120000062750 in the Official Public Records of Collin County, Texas (the "*Sixth Amendment*"); and

H. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Seventh Amendment to the Community Charter of Craig Ranch, filed on February 8, 2010, as Document No. 20100208000130500 in the Official Public Records of Collin County, Texas (the "*Seventh Amendment*"); and

I. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Eighth Amendment to the Community Charter of Craig Ranch, filed on July 6, 2010, as Document No. 20100706000689600 in the Official Public Records of Collin County, Texas (the "*Eighth Amendment*"); and

J. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Amendment to Eighth Amendment to Community Charter of Craig Ranch, filed on August 27, 2010, as Document No. 20100827000903760 in the Official Public Records of Collin County, Texas (the "*Amendment to Eighth Amendment*"); and

K. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Ninth Amendment to the Community Charter of Craig Ranch, filed on July 28, 2010, as Document No. 20100728000772120 in the Official Public Records of Collin County, Texas (the "*Ninth Amendment*"); and

L. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Tenth Amendment to the Community Charter of Craig Ranch, filed on August 5, 2011, as Document No. 20110805000827960 in the Official Public Records of Collin County, Texas (the "*Tenth Amendment*"); and

M. The terms and conditions of the Craig Ranch Charter were amended by virtue of that certain Eleventh Amendment to the Community Charter of Craig Ranch, filed on May 22, 2013, as Document No. 20130522000701030 in the Official Public Records of Collin County, Texas (the "*Eleventh Amendment*"); and

N. The foregoing amendments to the Craig Ranch Charter are hereinafter referred to, collectively, as the "*Amendments to the Craig Ranch Charter*"); and

O. The property encumbered by the Craig Ranch Charter is also subject to certain other dedicatory instruments recorded as Exhibits to instruments filed on: (i) December 28, 2005, and recorded in Volume 6073, Page 0194, *et seq.*; (ii) January 20, 2006, and recorded as Instrument No. 20060120000086090; (iii) March 24, 2006, and recorded as Instrument No. 20060324000386870; (iv) May 8, 2006, and recorded as Instrument No. 20060508000620030; (v)

October 22, 2007, and recorded as Instrument No. 20071022001446020; (vi) August 20, 2008, and recorded as Instrument No. 20080820001014900; (vii) November 22, 2010, and recorded as Instrument No. 201011220012759 20; (viii) January 13, 2011, and recorded as Instrument No. 20110113000054930; (ix) August 26, 2011, and recorded as Instrument No. 20110826000906000; (x) December 19, 2011, and recorded as Instrument No. 20111219001365240; (xi) February 10, 2012, and recorded as Instrument No. 20120210000153350; and (xii) May 22, 2013, and recorded as Instrument No. 20130522000701050; all in the Official Public Records of Collin County, Texas, with all such Exhibits being hereinafter referred to, collectively, as the "*Craig Ranch Dedicatory Instruments*"; and

P. Pursuant to Chapter 19, Section 19.1 of the Craig Ranch Charter, the Founder may submit to the terms of Craig Ranch Charter all or any portion of the property described on Exhibit "B" attached to the Craig Ranch Charter; and

Q. The Founder is desirous of expanding the real property made subject to the Craig Ranch Charter to include certain real property described in Exhibit "B" to the Craig Ranch Charter, and does so by executing this Eighth Supplement thereby adding that certain 5.835 acre tract described on **Exhibit "A"** (designated hereinafter as the "*Annexed Property*"); and

R. Pursuant to Chapter 19, Section 19.3 of the Craig Ranch Charter, the Founder may add to, create exceptions to or otherwise modify the Craig Ranch Charter as it applies to the Annexed Property.

NOW, THEREFORE, VCIM PARTNERS, L.P., a Texas limited partnership, as the Founder, pursuant to and in accordance with the authority granted in Chapter 19, Sections 19.1 and 19.3 of the Craig Ranch Charter, and joined by the Owner of the Annexed Property, hereby declares as follows:

ARTICLE I
ANNEXATION

The Annexed Property is and shall be subject to the scheme and plan of development of the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, the Craig Ranch Dedicatory Instruments, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, and the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

Executed to be effective February _____, 2014.

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

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

By: _____
David H. Craig, Manager

By: _____
Robert J. Holcomb, Manager

UNOFFICIAL

VCIM PARTNERS, LP, a Texas limited partnership

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

By:_____
David H. Craig, Manager

By: Robert J Holcomb
Robert J. Holcomb, Manager

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21 day of February, 2014, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

HANNAH CORRAL
My Commission Expires
May 23, 2016

Hannah Corral
Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the _____ day of February, 2014, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Kansas

UNOFFICIAL

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of February, 2014, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of February, 2014, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

Angela L. Sylvester
Notary Public, State of Kansas

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

UNOFFICIAL

CONSENT BY OWNER OF THE ANNEXED PROPERTY

The undersigned, being the owner of the Annexed Property, hereby consents to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledges and agrees that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

TOURNAMENT PLAYERS CLUB AT CRAIG RANCH, L.P., a Texas limited partnership

By: Craig Fore Management, a Texas limited liability company,
its General Partner

By: _____
David H. Craig, Manager

By: _____
Robert J. Holcomb, Manager

UNOFFICIAL

CONSENT BY OWNER OF THE ANNEXED PROPERTY

The undersigned, being the owner of the Annexed Property, hereby consents to the Founder's expansion of the property described in the Craig Ranch Charter to include the Annexed Property, and acknowledges and agrees that the Annexed Property shall hereinafter be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, the Amendments to the Craig Ranch Charter, the Craig Ranch Dedicatory Instruments, and shall be subject to all the functions and jurisdiction of the Craig Ranch Community Association.

TOURNAMENT PLAYERS CLUB AT CRAIG RANCH, L.P., a Texas limited partnership

By: Craig Fore Management, a Texas limited liability company,
its General Partner

By: _____
David H. Craig, Manager

By: Robert T Holcomb
Robert J. Holcomb, Manager

UNOFFICIAL

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 21 day of February, 2014, by Robert J. Holcomb, Manager of Craig Fore Management, a Texas limited liability company, General Partner of Tournament Players Club at Craig Ranch, L.P., a Texas limited partnership, on behalf of said limited partnership.

Angela L. Sylvester
Notary Public, State of Kansas

ANGELA L. SYLVESTER
Notary Public - State of Kansas
My Appt. Expires Sept. 30, 2014

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of February, 2014, by David H. Craig, Manager of Craig Fore Management, a Texas limited liability company, General Partner of Tournament Players Club at Craig Ranch, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

UNOFFICIAL

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the _____ day of February, 2014, by Robert J. Holcomb, Manager of Craig Fore Management, a Texas limited liability company, General Partner of Tournament Players Club at Craig Ranch, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Kansas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21 day of February, 2014, by David H. Craig, Manager of Craig Fore Management, a Texas limited liability company, General Partner of Tournament Players Club at Craig Ranch, L.P., a Texas limited partnership, on behalf of said limited partnership.

Hannah Corral
Notary Public, State of Texas

HANNAH CORRAL
My Commission Expires
May 23, 2016

UNOFFICIAL

EXHIBIT A

(The Annexed Property)

BEING a 5.835 acre tract of land situated in the John Driggers Survey, Abstract Number 274, in the City of McKinney, Collin County, Texas and being part of Lot 4, Block A of the TPC at Craig Ranch, an Addition to the City of McKinney according to the plat recorded in Cabinet P, Page 264 of the Plat Records of Collin County, Texas (PRCCT) being a portion of a and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set for the Northwest corner of said Lot 4 and being the Northeast corner of 185.284 acre tract of land conveyed to McKinney Seven 185, L.P. according to the Deed recorded in Volume 5911, Page 5174 of the Deed Records of Collin County, Texas (DRCCT) and also being the Northeast corner of a 52.163 acre tract of land according to the Deed recorded in cc# 20060620000843310 of the Official Public Records, Collin County, Texas and being the South line of Collin-McKinney Parkway (variable width);

THENCE departing the Southerly right-of-way line of said Collin-McKinney Parkway and following the Westerly line of said Lot 4, Block A, South 00 degrees 52 minutes 05 seconds East a distance of 495.55 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING of the herein described tract of land;

THENCE departing the West line of said Lot 4, South 58 degrees 33 minutes 51 seconds East a distance of 180.99 feet to a 5/8 inch iron rod set for corner;

THENCE South 50 degrees 23 minutes 35 seconds East a distance of 76.88 feet to a 5/8 inch iron rod set for corner;

THENCE South 24 degrees 12 minutes 38 seconds East a distance of 37.63 feet to a 5/8 inch iron rod set for corner;

THENCE South 39 degrees 52 minutes 24 seconds East a distance of 78.15 feet to a 5/8 inch iron rod set for corner;

THENCE South 29 degrees 43 minutes 14 seconds East a distance of 41.84 feet to a 5/8 inch iron rod set for corner;

THENCE South 52 degrees 11 minutes 35 seconds East a distance of 66.55 feet to a 5/8 inch iron rod set for corner;

THENCE South 45 degrees 02 minutes 28 seconds East a distance of 91.30 feet to a 5/8 inch iron rod set for corner;

THENCE South 40 degrees 31 minutes 58 seconds East a distance of 56.43 feet to a 5/8 inch iron rod set for corner;

THENCE South 33 degrees 34 minutes 19 seconds West a distance of 59.98 feet to a 5/8 inch iron rod set for corner;

THENCE South 38 degrees 11 minutes 05 seconds East a distance of 107.43 feet to a 5/8 inch iron rod set for corner;

THENCE South 12 degrees 30 minutes 55 seconds East a distance of 53.57 feet to a 5/8 inch iron rod set for corner;

THENCE South 35 degrees 05 minutes 42 seconds East a distance of 171.00 feet to a 5/8 inch iron rod set for corner;

THENCE South 23 degrees 30 minutes 31 seconds West a distance of 165.42 feet to a 5/8 inch iron rod set for corner;

THENCE North 74 degrees 52 minutes 36 seconds West a distance of 134.88 feet to a 5/8 inch iron rod set for corner;

THENCE North 73 degrees 50 minutes 59 seconds West a distance of 104.23 feet to a 5/8 inch iron rod set for corner;

THENCE North 74 degrees 15 minutes 18 seconds West a distance of 60.08 feet to a 5/8 inch iron rod set in the West line of said Lot 4 and the East line of said 185.284 acre tract of land;

THENCE along the West line of said Lot 4, North 23 degrees 13 minutes 28 seconds West a distance of 605.68 feet to a 5/8 inch iron rod set for the Southeast corner of said 52.163 acre tract of land;

THENCE continuing with the West line of said Lot 4, North 00 degrees 52 minutes 05 seconds West a distance of 263.51 feet to the POINT OF BEGINNING;

CONTAINING 5.835 acres or 254,160 square feet of land, more or less.

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/21/2014 12:54:47 PM
$70.00 DFOSTER
20140221000163020

Upon recording, please return to:
Craig Ranch Community Association
7850 Collin McKinney Parkway, Suite 302
McKinney, Texas 75070

Cross-Reference:
Community Charter at
Doc. No. 2004-003466

NINTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

(ESTABLISHING ELECTION DISTRICTS)

This Ninth Supplement to the Community Charter for Craig Ranch ("**Supplement**") is made on the date set forth below by VCIM Partners, L.P., a Texas limited partnership (the "**Founder**").

Background Statement

The Founder is the developer of the planned community located in Collin County, Texas, known as Craig Ranch. The Craig Ranch community is governed by that certain Community Charter for Craig Ranch, recorded on March 12, 2004 in the Official Public Records of Collin County, Texas as Document No. 2004-0034616 in Volume 5625, Page 01378, *et seq.* (as it may be amended and supplemented, the "**Charter**").

Pursuant to Section 4.2 of the Charter, the Founder may designate "**Election Districts**" and assign Parcels (as defined in the Charter) to such Election Districts for the purpose of electing directors to the Board of Directors of Craig Ranch Community Association (the "**Association**"). The By-Laws of Craig Ranch Community Association, attached as Exhibit "D" to the Charter (as amended, the "**By-Laws**"), set forth the method for establishing Election Districts. In accordance with Section 2.7(b) of the By-Laws, the Founder shall establish Election Districts, if at all, not later than the expiration of the Founder Control Period (as defined in the Charter) by filing with the Association and recording a Supplement identifying the Parcels comprising each Election District by legal description or other means such that the Parcels within each Election District can easily be determined. The Founder Control Period has not yet expired.

NOW, THEREFORE, the Founder hereby establishes Election Districts for Craig Ranch as set forth below. The terms of this Supplement shall hereafter encumber the title to the property described herein and shall be binding upon all persons having any right, title, or any interest in such property, their

respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon the Association in accordance with the terms of the Charter. All capitalized terms not defined herein shall have the meaning set forth in the Charter.

ARTICLE I
Election Districts

The Election Districts described in Exhibit "A" (attached hereto and incorporated herein by reference) are hereby established. Exhibit "A" describes separately: (i) the Commercial Election District – Multifamily, (ii) the Commercial Election District – Non-Multifamily, and (iii) the Residential Election District. The Residential Election Districts are further described on the Map (herein so-called) attached hereto as Exhibit "B" and incorporated herein by reference. With respect to any conflict in determining the boundaries of the Residential Election Districts, the Map will control.

ARTICLE II
Amendment

2.1 By the Founder.

In accordance with the provisions of Section 2.7(b) of the By-Laws, until termination of the Founder Control Period, the Founder may unilaterally amend this Supplement to change any Election District or any Parcels assigned to any Election District. Thereafter, the Founder may amend this Supplement to designate additional Parcels as part of any Election District.

2.2. By Owners.

In accordance with the provisions of Section 2.7(b) of the By-Laws, after termination of the Founder Control Period, the Board shall have the right to record or amend a Supplement creating Election Districts upon the vote of a majority of the total number of directors and approval of Parcel Owners representing a majority of the total votes in the Association.

2.3. Validity and Effective Date.

Neither this Supplement nor any amendment of this Supplement shall constitute an amendment of the Charter or the By-Laws. No consent or approval of any Person for any amendment to this Supplement shall be required except as stated herein. No amendment may remove, revoke, or modify the Founder's rights without the written consent of the Founder (or the assignee of such right).

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation.

IN WITNESS OF the foregoing, the Founder has executed this Supplement on the 7th day of MARCH, 2018.

FOUNDER: **VCIM PARTNERS, L.P.**, a Texas limited partnership

By: _____
Name: David H. Craig
Its: General Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 7th day of MARCH, 2018, by David H. Craig, General Manager of VCIM Partners, L.P., a Texas limited partnership, on behalf of such partnership.

[Notarial Seal]

SANDRA D. MAYO
Notary Public
STATE OF TEXAS
Notary ID # 12903577-4
My Comm. Exp. June 27, 2020

_____
Notary Public, State of Texas

Print Name: SANDRA D. MAYO

610601/CA Docs/Ninth Supp-011118-jlb

UNOFFICIAL

EXHIBIT "A"

Election Districts

The Parcels described underneath each Election District are assigned to such Election District.

Commercial Election District - Multifamily

All Non-Residential Parcels used for rental apartment development or congregate care facilities containing multiple apartments or residences with shared facilities, operated on a commercial basis.

Commercial Election District – Non-Multifamily

All Non-Residential Parcels not used for rental apartment development or congregate care facilities containing multiple apartments or residences with shared facilities, operated on a commercial basis. Including, but not limited to, restaurant, retail, entertainment, lodging, sports, recreation, movie theater, office, private school, child care, or Montessori school.

Residential Election District A

Craig Ranch North

All of those Parcels submitted to the Charter by that Supplemental Declaration of Covenants, Conditions & Restrictions for Craig Ranch North recorded on April 5, 2006 in the Official Public Records of Collin County, Texas as Document No. 20060405000443490, and further described as:

(a) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 1A, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume O, Page 204 of the Plat Records of Collin County, Texas**;

(b) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 1B, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume O, Page 214 of the Plat Records of Collin County, Texas**;

(c) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 2A, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume O, Page 537 of the Plat Records of Collin County, Texas**;

(d) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 2B, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume P, Page 209 of the Plat Records of Collin County, Texas**;

(e) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 2C, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume O, Page 535 of the Plat Records of Collin County, Texas**;

(f) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 3, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume P, Page 905 of the Plat Records of Collin County, Texas**;

(g) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 4, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume P, Page 594 of the Plat Records of Collin County, Texas**;

(h) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 5, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume P, Page 921 of the Plat Records of Collin County, Texas**;

(i) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 6, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume P, Page 767 of the Plat Records of Collin County, Texas**;

(j) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 7, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume Q, Page 323 of the Plat Records of Collin County, Texas**;

(k) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 8, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume Q, Page 325 of the Plat Records of Collin County, Texas**;

(l) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 9, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume R, Page 084 of the Plat Records of Collin County, Texas**;

(m) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 10, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume R, Page 138 of the Plat Records of Collin County, Texas**;

(n) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 11, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume S, Page 662 of the Plat Records of Collin County, Texas**; and

(o) All lots and tracts of land situated in **CRAIG RANCH NORTH, PHASE 12, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20150925001222730 of the Plat Records of Collin County, Texas**.

Creekside

(a) All lots and tracts of land situated in **CREEKSIDE AT CRAIG RANCH NORTH, PHASE 1, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20150302010000690 of the Plat Records of Collin County, Texas**; and

(b) All lots and tracts of land situated in **CREEKSIDE AT CRAIG RANCH NORTH, PHASE 2, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20160302010000900 of the Plat Records of Collin County, Texas**.

The Grove

All of those Parcels submitted to the Charter by that Supplemental Declaration of Covenants, Conditions & Restrictions for The Grove at Craig Ranch recorded on February 28, 2017 in the Official Public Records of Collin County, Texas as Document No. 20170228000261570, and further described as:

(a) All lots and tracts of land situated in **THE GROVE AT CRAIG RANCH, PHASE 1, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20170317010001270 of the Plat Records of Collin County, Texas**.

Watters Branch

All of those Parcels submitted to the Charter by that Supplemental Declaration of Covenants, Conditions & Restrictions for Watters Branch at Craig Ranch recorded on July 20, 2017 in the Official Public Records of Collin County, Texas as Document No. 20170720000957210, and further described as:

(a) All lots and tracts of land situated in **WATTERS BRANCH AT CRAIG RANCH, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20170718010003390 of the Plat Records of Collin County, Texas**.

Residential Election District B

The Settlement

All lots and tracts of land situated in **THE SETTLEMENT AT CRAIG RANCH, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume Q, Page 587 of the Plat Records of Collin County, Texas**.

The Settlement Townhomes

All of those Parcels submitted to the Charter by that Declaration of Covenants, Conditions & Restrictions for Settlement Townhomes at Craig Ranch recorded on June 8, 2006 in the Official Public Records of Collin County, Texas as Document No. 20060508000620020, as amended by that First Amendment to the Declaration of Covenants, Conditions & Restrictions for Settlement Townhomes at Craig Ranch recorded on November 30, 2011 in the aforesaid records as Document No. 20111130001289180.

The Chateaus

All of those Parcels submitted to the Charter by that Declaration of Covenants, Conditions & Restrictions for The Chateaus of the Settlement at Craig Ranch recorded on November 30, 2011 in the Official Public Records of Collin County, Texas as Document No. 20111130001289190.

17 Green

The Residences at The Grand Lodge, a Condominium as described in that certain Declaration of Condominium Recorded as Instrument Number 20060719001009300 in the Official Public Records of Collin County, Texas.

The Trails

All of those Parcels submitted to the Charter by that Supplemental Declaration of Covenants, Conditions & Restrictions for The Trails at Craig Ranch recorded on January 28, 2016 in the Official Public Records of Collin County, Texas as Document No. 20160128000099780, and further described as:

(d) All lots and tracts of land situated in **THE TRAILS AT CRAIG RANCH, PHASE 1, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20150327010001000 of the Plat Records of Collin County, Texas**;

(e) All lots and tracts of land situated in **THE TRAILS AT CRAIG RANCH, PHASE 3, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20140925010003260 of the Plat Records of Collin County, Texas**; and

(f) All lots and tracts of land situated in **THE TRAILS AT CRAIG RANCH, PHASE 4, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20151102001381520 of the Plat Records of Collin County, Texas.**

Spicewood

All of those Parcels submitted to the Charter by that Supplemental Declaration of Covenants, Conditions & Restrictions for Spicewood at Craig Ranch recorded on November 17, 2015 in the Official Public Records of Collin County, Texas as Document No. 20151117001446740, and further described as:

(a) All lots and tracts of land situated in **THE SPICEWOOD AT CRAIG RANCH, PHASE 1A, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20151117010004150 of the Plat Records of Collin County, Texas**; and

The Estates

All of those Parcels submitted to the Charter by that Declaration of Covenants, Conditions & Restrictions for The Estates at Craig Ranch recorded on April 14, 2006 in the Official Public Records of Collin County, Texas as Document No. 20060413000495520, as amended by that First Amendment to the Declaration of Covenants, Conditions & Restrictions for The Estates at Craig Ranch recorded on October 9, 2007 in the aforesaid records as Document No. 20071009001391170 and that Correction First Amendment to the Declaration of Covenants, Conditions & Restrictions for The Estates at Craig Ranch recorded on October 31, 2007 in the aforesaid records as Document No. 20071031001485440, and further described as:

(a) All lots and tracts of land situated in **PHASE 1 OF THE ESTATES AT CRAIG RANCH WEST, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Book 2006, Pages 254-257 of the Plat Records of Collin County, Texas**; and

(b) All lots and tracts of land situated in **PHASE 2 OF THE ESTATES AT CRAIG RANCH WEST, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Book 2006, Pages 259-262 of the Plat Records of Collin County, Texas**.

The Retreat

All Units, limited and General common elements described in and subject to THE RETREAT AT CRAIG RANCH CONDOMINIUM f/k/a Wellstone at Craig Ranch, Declaration of Condominium for Wellstone

at Craig Ranch, a Condominium recorded March 30, 2007, as Document No. 20070330000428100, as amended by that certain Amendment to Condominium Declaration recorded April 10, 2007, as Document No. 20070410000486330, as amended by that certain Second Amendment and Supplement to Condominium Declaration recorded April 24, 2007, as Document No. 20070424000550310, as amended by that certain Third Amendment and Supplement to Condominium Declaration recorded June 11, 2007, as Document No. 20070611000792690, as amended by that certain Fourth Amendment and Supplement to Condominium Declaration recorded April 25, 2008, as Document No. 20080425000497920, as amended by that certain Fifth Amendment and Supplement to Condominium Declaration recorded July 23, 2008, as Document No. 20080723000896750, as amended by that certain Sixth Amendment to Declaration of Condominium for Wellstone at Craig Ranch, A Condominium recorded February 11, 2011, as Document No. 20110211000158140, as amended by that certain Seventh Amendment to Declaration of The Retreat at Craig Ranch Condominium recorded February 23, 2012, as Document No. 20120223000206490, as amended by that certain Eighth Amendment to Declaration of The Retreat at Craig Ranch Condominium recorded April 26, 2012, as Document No. 20120426000483350, as amended by that certain Ninth Amendment to Declaration of The Retreat at Craig Ranch Condominium recorded May 21, 2013, as Document No. 20130521000692660, as amended by that certain Tenth Amendment to Declaration of The Retreat at Craig Ranch Condominium recorded November 19, 2013, as Document No. 20131119001556930, as amended by that certain Eleventh Amendment to Declaration of The Retreat at Craig Ranch Condominium recorded December 19, 2013, as Document No. 20131219001664970, as amended by that certain Twelfth Amendment to Declaration of The Retreat at Craig Ranch Condominium recorded January 28, 2014, as Document No. 20140128000081330; as amended by that certain Thirteenth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded February 26, 2014, as Document Number 20140226000180470; as amended by that certain Fourteenth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded March 25, 2014, as Document Number 20140325000279150; as amended by that certain Fifteenth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded May 21, 2014 as Document Number 20140521000505710; as amended by that certain Sixteenth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded September 12, 2014 as Document No. 20140912000990000; as amended by that certain Seventeenth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded September 25, 2014 as Document No. 20140912500104267O (as amended by that certain Correction Instrument recorded October 22, 2015, as Document 20151022001339120); as amended by that certain Eighteenth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded January 5, 2015 as Document No. 20150105000009560 (as amended by that certain Correction Instrument recorded October 22, 2015, as Document No. 20151022001339130); as amended by that certain Nineteenth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded February 12, 2015 as Document No. 20150212000158340 (as amended by that certain Correction Instrument recorded October 22, 2015, as Document 20151022001339140); as amended by that certain Twentieth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded May 5, 2015 as Document No. 20150505000519690 (as amended by that certain Correction Instrument recorded October 22, 2015, as Document 20151022001339150); as amended by that certain Twenty-First Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded July 21, 2015 as Document No. 20150721000901660 in the Real Property Records of Collin County, Texas (as amended by that certain Correction Instrument recorded October 22, 2015, as Document 20151022001339160); as amended by that certain Twenty-Second Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded September 22, 2015 as Document No. 20150922001200890 in the Real Property Records of Collin County, Texas (as amended by that certain Correction Instrument recorded October 22, 2015, as Document 20151022001339170); as amended by that certain Twenty-Third Amendment to Declaration of the Retreat at Craig Ranch

Condominium recorded November 25, 2015 as Document No. 20151125001482160 in the Real Property Records of Collin County, Texas; as amended by that certain Twenty-Fourth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded December 7, 2015 as Document No. 20151207001526210 in the Real Property Records of Collin County, Texas; as amended by that certain Twenty-Fifth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded December 22, 2015 as Document No. 201512220015937l0 in the Real Property Records of Collin County, Texas; and as amended by that certain Twenty-Sixth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded January 22, 2016 as Document No. 20160122000074880 in the Real Property Records of Collin County, Texas; as amended by that certain Twenty-Seventh Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded March 14, 2016 as Document No. 20160314000298820 in the Real Property Records of Collin County, Texas; as amended by that certain Twenty-Eighth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded April 28, 2016 as Document No. 20160428000512380 in the Real Property Records of Collin County, Texas; as amended by that certain Twenty-Ninth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded June 1, 2016 as Document No. 20160601000677940 in the Real Property Records of Collin County, Texas; as amended by that certain Thirtieth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded July 14, 2016 as Document No. 20160714000898140 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-First Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded August 11, 2016 as Document No. 20160811001051740 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty- Second Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded September 9, 2016 as Document No. 20160909001204150 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-Third Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded October 18, 2016 as Document No. 20161018001407860 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-Fourth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded November 15, 2016 as Document No. 20161115001550890 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-Fifth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded December 15, 2016 as Document No. 20161215001701880 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-Sixth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded February 22, 207 as Document No. 20170222000234200 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-Seventh Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded February 22, 2017 as Document No. 20170222000234210 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-Eighth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded April 24, 2017 as Document No. 20170424000517170 in the Real Property Records of Collin County, Texas; as amended by that certain Thirty-Ninth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded June 30, 2017 as Document No. 20170630000857780 in the Real Property Records of Collin County, Texas; and as amended by that certain Fortieth Amendment to Declaration of the Retreat at Craig Ranch Condominium recorded October 23, 2017 as Document No. 20171023001407420 in the Real Property Records of Collin County, Texas.

Hemingway

All of those Parcels submitted to the Charter by that Supplemental Declaration of Covenants, Conditions & Restrictions for Hemingway at Craig Ranch recorded on October 24, 2005 in the Official Public Records of Collin County, Texas as Document No. 2005-0149547, and further described as:

(a) All lots and tracts of land situated in **HEMMINGWAY AT CRAIG RANCH, PHASE 1, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Volume Q, Page 585 of the Plat Records of Collin County, Texas**;

(b) All lots and tracts of land situated in **HEMMINGWAY AT CRAIG RANCH, PHASE 2, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Book 2006, Page 278 of the Plat Records of Collin County, Texas**; and

(c) All lots and tracts of land situated in **HEMMINGWAY AT CRAIG RANCH, PHASE 3, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded in Book 2006, Page 761 of the Plat Records of Collin County, Texas**.

The Fairways

(a) All lots and tracts of land situated in **FAIRWAYS AT CRAIG RANCH, PHASE 1, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20150917001185120 of the Plat Records of Collin County, Texas**;

(b) All lots and tracts of land situated in **FAIRWAYS AT CRAIG RANCH, PHASE 2A, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20150212010000560 of the Plat Records of Collin County, Texas**; and

(c) All lots and tracts of land situated in **FAIRWAYS AT CRAIG RANCH, PHASE 2B, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20151027010003830 of the Plat Records of Collin County, Texas**.

Southern Hills

All of those Parcels submitted to the Charter by that Supplemental Declaration of Covenants, Conditions & Restrictions for Southern Hills at Craig Ranch recorded on June 24, 2016 in the Official Public Records of Collin County, Texas as Document No. 20160624000800520, and further described as:

(a) All lots and tracts of land situated in **SOUTHERN HILLS AT CRAIG RANCH, PHASE 1, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20160411010001460 of the Plat Records of Collin County, Texas**; and

Westminster

All lots and tracts of land situated in **WESTMINSTER AT CRAIG RANCH, PHASE 1, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20170322010001340 of the Plat Records of Collin County, Texas**; and

The Tour

Being 13.309 acres of land, and being a replat of Lot 1, Block A of the Brookhaven Baptist Church, an Addition to the City of McKinney, according to the Plat thereof recorded in Cabinet 2013, Page 051, Plat Records of Collin County, Texas, and being all of a 5.3181 acre tract of land described in a deed to McKinney Seven 50 LP recorded in County Clerk's File Number 20050504040000587720, Deed Records,

Collin County, Texas, and situated in the Elias Alexander Survey, Abstract No. 18, Collin County, Texas.

Cooper Life

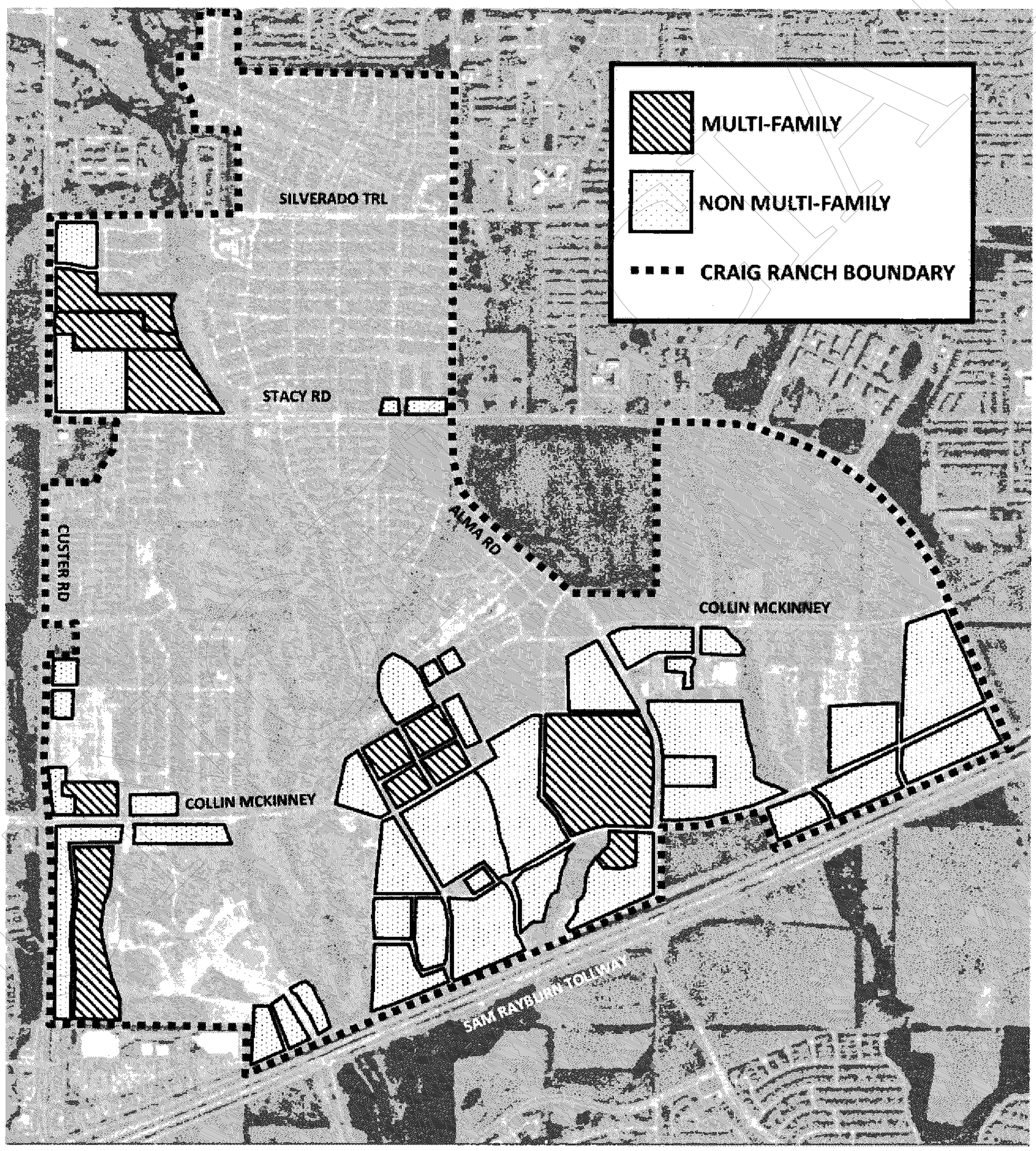
(a) All lots and tracts of land situated in **COOPER LIFE AT CRAIG RANCH, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20071211010004320 of the Plat Records of Collin County, Texas**; and

(b) All lots and tracts of land situated in **COOPER LIFE AT CRAIG RANCH, PHASE 2, an Addition to the City of McKinney, Texas, according to the Plat thereof recorded as Instrument No. 20140925010003260 of the Plat Records of Collin County, Texas.**

UNOFFICIAL

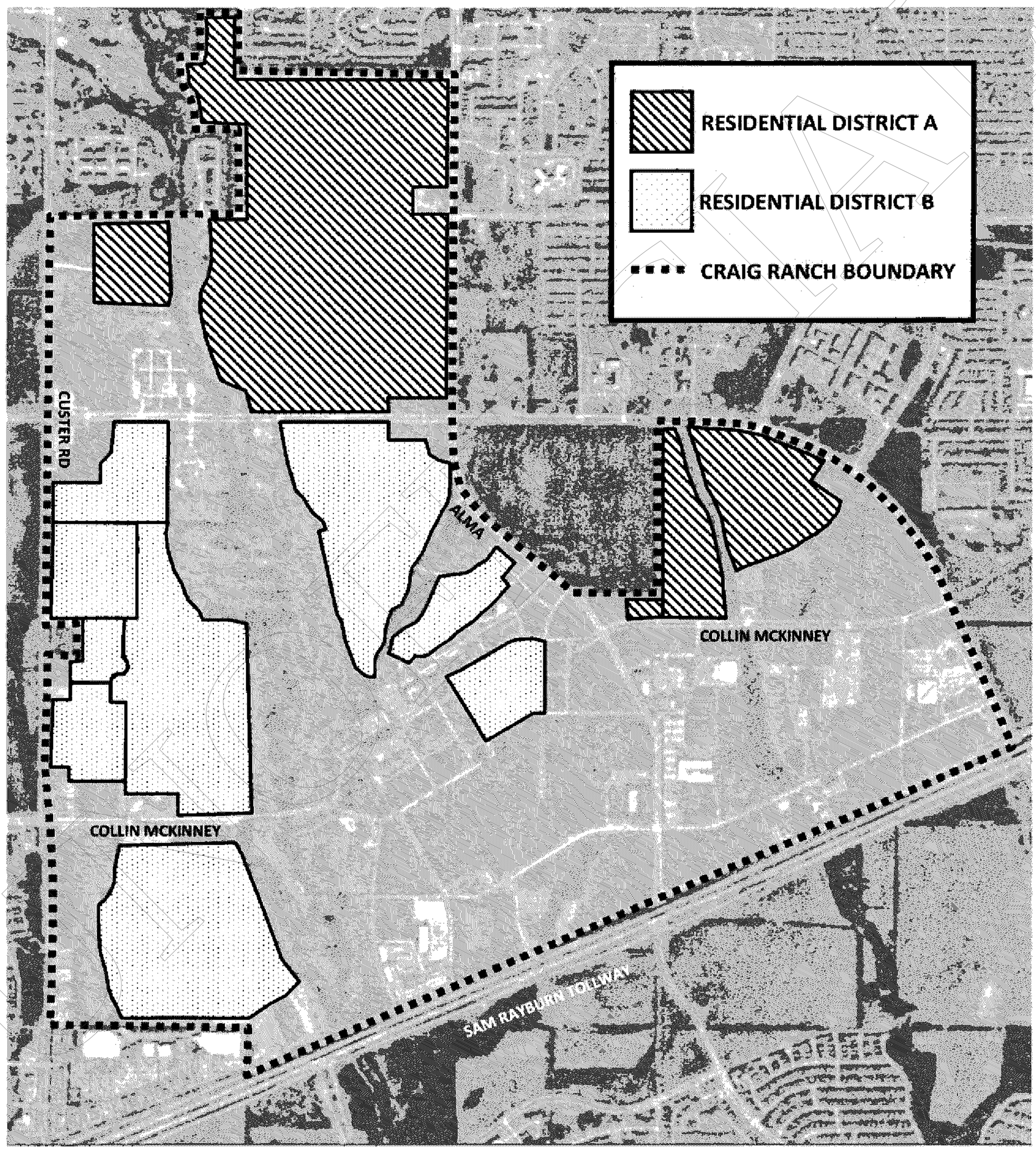
EXHIBIT "B"
Maps

CRAIG RANCH COMMUNTIY ASSOCIATION
COMMERCIAL VOTING DISTRICTS



CRAIG RANCH COMMUNTIY ASSOCIATION

RESIDENTIAL VOTING DISTRICTS



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/07/2018 02:20:21 PM
$74.00 SCAPELA
20180307000282430

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000075032

eRecording - Real Property

AMENDMENT

Recorded On: June 21, 2024 12:04 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: $41.00

********** **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:	2024000075032
Receipt Number:	20240621000277
Recorded Date/Time:	June 21, 2024 12:04 PM
User:	Suzanne S
Station:	Station 9

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

FIRST AMENDMENT TO THE NINTH SUPPLEMENT TO THE COMMUNITY CHARTER FOR CRAIG RANCH

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

On March 7, 2018, the Founder filed of record as Document No. 20180307000282430 the Ninth Supplement to the Community Charter ("Charter") establishing certain Election Districts in accordance with Section 4.2 of the Charter and Section 2.7 (b) of the Bylaws ("Ninth Supplement"); and

On March 12, 2024, a "Second Partial Assignment of Founder's Rights" was recorded in the Real Property Records of Collin County, Texas as Exhibit "A" to Document No. 2024000028762, whereby the Founder assigned and is permitting the Craig Ranch Community Association ("Association") to designate any Residential Parcels, which were not already designated to a Residential Election District, to such existing Election District that the Association believes best fits the Residential Parcel (Assignment"); and

In accordance with its authority set forth in the Charter and the Founder's Assignment, and to ensure all Residential Parcels are assigned to a Residential Election District, the Association's Board of Directors hereby files this First Amendment to the Ninth Supplement ("First Amendment") assigning those Residential Parcels referenced in **Exhibit "1"** hereto, which have not previously been assigned to any Residential Election District, to "Residential District B" referenced in the "Residential Voting District Map (Exhibit "B" to the Ninth Supplement) and attaching hereto, **Exhibit "2"**, the amended Residential Voting Districts map to reflect the Parcels referenced herein.

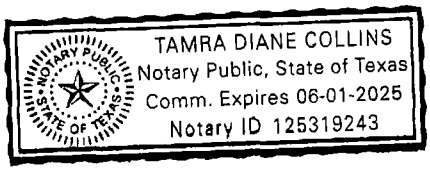
In all other respects, the Ninth Supplement remains in full force and effect.

IN WITHESS WHEREOF, the Craig Ranch Community Association Board of Directors, at a duly called and notices meeting, did vote and approve the matters stated herein.

CRAIG RANCH COMMUNITY ASSOCIATION
a Texas non-profit corporation

By:_____
President, Craig Ranch Community Association, Inc.,
Board of Directors

ACKNOWLEDGEMENT



STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20 DAY OF JUNE, 2024 BY Stephanie Miller, PRESIDENT OF THE CRAIG RANCH COMMUNITY ASSOCIATION BOARD OF DIRECTORS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THSE ASE FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Tamra Diane Collins
Notary Public in and for the State of Texas

My commission expires: 6-1-2025

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

EXHIBIT "1"

PARCELS ADDED TO "RESIDENTIAL DISTRICT B"

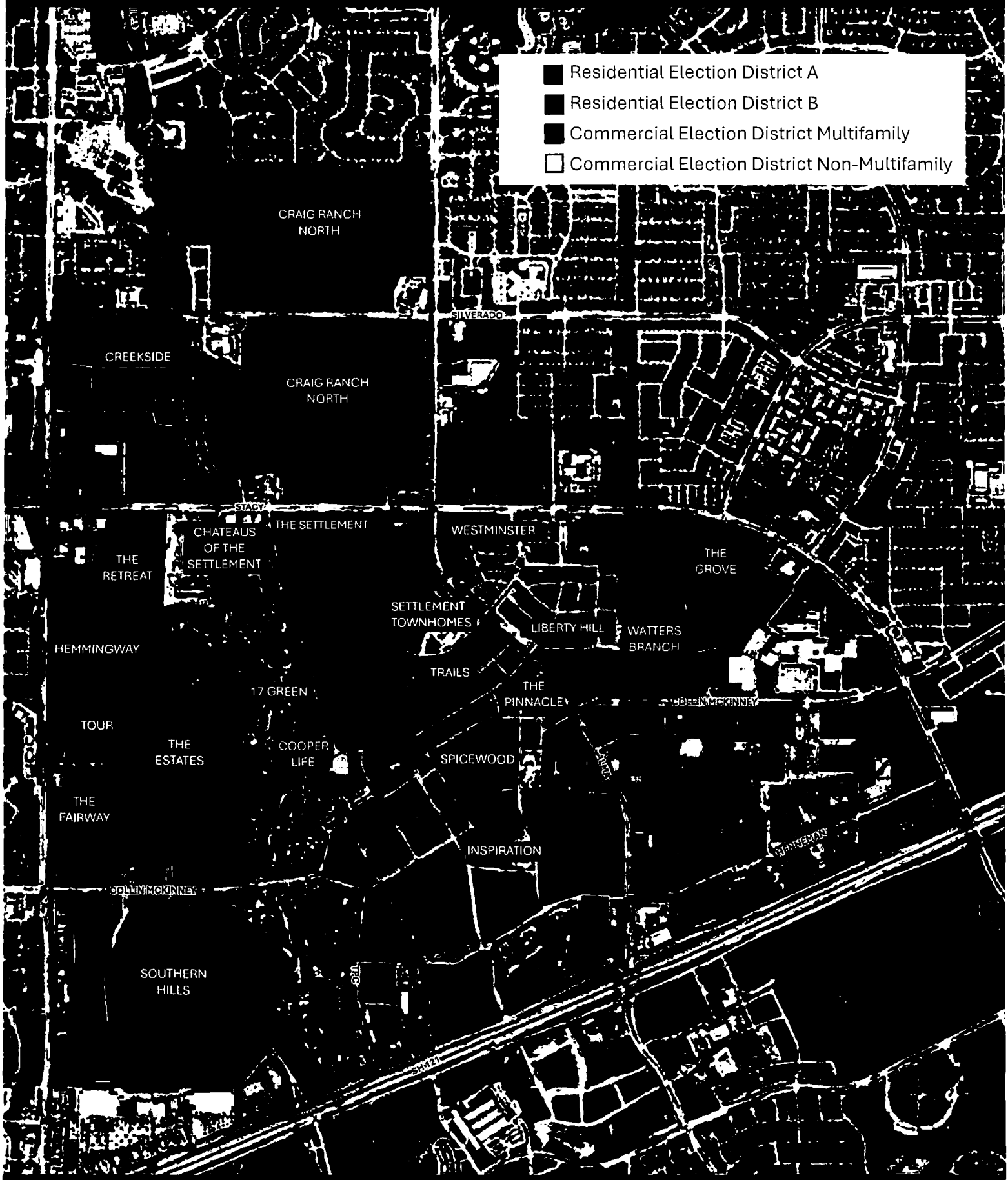
1. **Inspiration at Craig Ranch, an Addition to the City of McKinney, Collin County, Texas, according to the Final Plat thereof filed of record on June 2, 2023, at Volume 2023, Page 385 of the Map Records of Collin County, Texas.**

2. **Lots 1-2, Block A and Lot 1-2, Block B of Whole Life at Craig Ranch, an Addition to the City of McKinney, Collin County, Texas, according to the plat thereof recorded in Volume 2017, Page 106 of the Plat Records of Collin County, Texas.**

EXHIBIT "2"

AMENDED MAP, CRAIG RANCH COMMUNITY ASSOCIATION
RESDIENTIAL VOTING DISTRICTS"

CRAIG RANCH MAP



20081121001353820 11/21/2008 10:43:48 AM FD 1/8

AFTER RECORDING RETURN TO:

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

DECLARATION OF WITHDRAWAL OF THE CRAPE MYRTLE ADDITION FROM THE TERMS AND CONDITIONS OF THE COMMUNITY CHARTER FOR CRAIG RANCH

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

THIS DECLARATION OF WITHDRAWAL OF THE CRAPE MYRTLE ADDITION FROM THE TERMS AND CONDITIONS OF THE COMMUNITY CHARTER FOR CRAIG RANCH (this "*Declaration*") is made as of the date set forth below by VCIM Partners, LP, a Texas limited partnership (the "*Founder*"), with the consent and approval of the Owner.

INTRODUCTORY PROVISIONS

WHEREAS, the Community Charter for Craig Ranch was executed by the Founder and filed on March 12, 2004, and is recorded in Volume 5625, Page 01378, *et seq*. of the Land Records of Collin County, Texas (the "*Craig Ranch Charter*"); and

WHEREAS, the Craig Ranch Charter was amended by virtue of that certain First Amendment to the Community Charter of Craig Ranch, filed on December 27, 2005, as Document No. 2005-0180385, and recorded in Volume 6072, Page 6370, *et seq*. of the Land Records of Collin County, Texas (the "*First Amendment*"); and

WHEREAS, the Craig Ranch Charter was amended by virtue of that certain Second

UNOFFICIAL

Amendment to the Community Charter of Craig Ranch, filed on May 18, 2006, as Document No. 20060518000675200 in the Land Records of Collin County, Texas (the "*Second Amendment*"); and

WHEREAS, the Craig Ranch Charter was amended by virtue of that certain Third Amendment to the Community Charter of Craig Ranch, filed on July 7, 2006, as Document No. 20060707000935450 in the Land Records of Collin County, Texas (the "*Third Amendment*"); and

WHEREAS, the Craig Ranch Charter was amended by virtue of that certain Fourth Amendment to the Community Charter of Craig Ranch, filed on August 20, 2008, as Document No. 20080820001014910 in the Land Records of Collin County, Texas (the "*Fourth Amendment*"); and

WHEREAS, the Craig Ranch Charter was supplemented from time to time, such that various tracts or parcels of real property were subjected to the Craig Ranch Charter by virtue of the following supplemental declarations: that certain Supplement to Community Charter for Craig Ranch, filed on December 2, 2004, and recorded as Document No. 20041202001731040 in the Land Records of Collin County, Texas; and that certain Supplement to Community Charter for Craig Ranch, filed on December 27, 2004, and recorded as Document No. 20041227001825020 in the Land Records of Collin County, Texas; and that certain First Supplement to the Community Charter for Craig Ranch, filed on October 3, 2005, and recorded as Document No. 2005-0139445 in the Land Records of Collin County, Texas; and that certain Second Supplement to the Community Charter for Craig Ranch, filed on April 5, 2006, and recorded as Document No. 20060405000442050 in the Land Records of Collin County, Texas;

and that certain Third Supplement to the Community Charter for Craig Ranch, filed on July 6, 2006, and recorded as Document No. 20060706000928390, and refiled on January 18, 2007, and recorded as Document No. 20070118000073370 to correct an exhibit; and that certain Fourth Supplement to the Community Charter for Craig Ranch, filed on December 27, 2007, and recorded as Document No. 20071227001705990 in the Land Records of Collin County, Texas; in the Land Records of Collin County, Texas; and that certain Fifth Supplement to the Community Charter for Craig Ranch, filed on May 5, 2008, and recorded as Document No. 20080505000536730 in the Land Records of Collin County, Texas; and

WHEREAS, the various tracts or parcels of real property subject to and encumbered by the Craig Ranch Charter are also subject to certain other dedicatory instruments recorded as Exhibits to instruments filed on: (i) December 28, 2005, and recorded in Volume 6073, Page 0194, *et seq.*; (ii) January 20, 2006, and recorded as Document No. 20060120000086090; (iii) March 24, 2006, and recorded as Document No. 20060324000386870; (iv) May 8, 2006, and recorded as Document No. 20060508000620030; (v) October 22, 2007, and recorded as Document No. 20071022001446020; and (vi) August 20, 2008, and recorded as Document No. 20080820001014900; all in the Official Public Records of Collin County, Texas, with all such Exhibits being hereinafter referred to, collectively, as the "*Craig Ranch Dedicatory Instruments*"; and

WHEREAS, a portion of the real property made subject to the terms and conditions of the Craig Ranch Charter is a certain tract or parcel of real property more particularly described on Exhibit "A" (the "*Released Property*") attached hereto; and

WHEREAS, pursuant to Chapter 20, Section 20.1, of the Craig Ranch Charter, the

Founder may remove any unimproved portion of Craig Ranch (as defined in the Craig Ranch Charter) from the coverage of the Craig Ranch Charter, provided such withdrawal does not reduce the total number of Parcels then subject to the Craig Ranch Charter by more than 10%, with the consent of the Owner, if not the Founder; and

WHEREAS, VCIM Partners, LP, as Founder, desires to withdraw the Released Property from the coverage of the Craig Ranch Charter, and the Owner of the Released Property has approved of such withdrawal or removal as evidenced by the signatures of its duly authorized representatives below.

NOW, THEREFORE, VCIM Partners, LP, in its capacity as Founder, pursuant to and in accordance with the authority granted in the Craig Ranch Charter, hereby declares as follows:

The Released Property, from and after the date hereof, shall no longer be subject to the scheme and plan of development of the Craig Ranch Charter, and the covenants, restrictions, easements, charges and liens contained therein. It is hereby declared that the term "Craig Ranch," as defined in the Craig Ranch Charter, shall exclude the Released Property, and the Craig Ranch Charter is hereby amended to fully release and forever discharge the Released Property from the covenants, restrictions, easements, charges, and liens set forth and contained in the Craig Ranch Charter, with the Released Property no longer being subject to the functions and jurisdiction of the Craig Ranch Community Association.

IN WITNESS WHEREOF, this Declaration of Withdrawal is made by VCIM Partners, LP, a Texas limited partnership to be effective as of the 12th day of November, 2008.

UNOFFICIAL

FOUNDER:

VCIM PARTNERS, LP, a Texas limited partnership

By: VCIM, LLC, a Texas limited liability Company,
Its General Partner

By: _____
David H. Craig, General Manager

By: _____
Robert J. Holcomb, Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 19 day of November, 2008, by David H. Craig, General Manger of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of such limited partnership.

NOTARY PUBLIC STATE OF TEXAS
GINA BUSBICE
Notary Public
STATE OF TEXAS
My Comm. Exp. 12/03/2011

_____
Notary Public, State of Texas

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on this 19th day of November 2008, by Robert J. Holcomb, Secretary of VCIM, LLC, a Texas limited liability company and general partner of VCIM Partners, LP, a Texas limited partnership, on behalf of such limited partnership.

ANGELA L. SYLVESTER
Notary Public, State of Kansas
My Appointment Expires
September 30, 2010

_____
Notary Public, State of ~~Texas~~ Kansas

UNOFFICIAL

CONSENT BY OWNER OF THE RELEASED PROPERTY

McKinney Seven Stacy, L.P., a Texas limited partnership, being the owner of the Released Property described on Exhibit "A" attached hereto, hereby consents to and approves of the Founder's removal and withdrawal of the Released Property from the Craig Ranch Charter as more fully set forth above.

MCKINNEY SEVEN STACY, L.P., a Texas limited partnership

By: McKinney CR GP, LC, a Texas limited liability company, General Partner

By: Cecil Van Tuyl 2006 Irrevocable Trust, Managing Member

By: Robert J Holcomb
Robert J. Holcomb, Trustee

By: Daniel K. Mattox
Daniel K. Mattox, Trustee

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 19th day of November, 2008, by Robert J. Holcomb, Trustee of the Cecil Van Tuyl 2006 Irrevocable Trust, as Managing Member of McKinney CR GP, LC, a Texas limited liability company, General Partner of McKinney Seven Stacy, L.P., a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public, State of Kansas
My Appointment Expires
September 30, 2010

Angela L. Sylvester
Notary Public

STATE OF KANSAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 19th day of November, 2008, by Daniel K. Mattox, Trustee of the Cecil Van Tuyl 2006 Irrevocable Trust, as Managing Member of McKinney CR GP, LC, a Texas limited liability company, General Partner of McKinney Seven Stacy, L.P., a Texas limited partnership, on behalf of said limited partnership.

ANGELA L. SYLVESTER
Notary Public, State of Kansas
My Appointment Expires
September 30, 2010

Angela L. Sylvester
Notary Public

UNOFFICIAL

EXHIBIT "A"

Being Lot 1, Block A, of MINOR PLAT LOT 1, BLOCK A CRAPE MYRTLE ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof recorded in 2008-609, of the Map and Plat Records of COLLIN County, Texas.

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/21/2008 10:43:48 AM
$44.00 TKING
20081121001353820

AFTER RECORDING, PLEASE RETURN TO:

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

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

NOTICE OF TERMINATION OF FOUNDER CONTROL PERIOD

VCIM Partners, L.P., a Texas limited liability partnership ("*Founder*"), is the Founder as set forth in that certain Community Charter for Craig Ranch, filed on March 12, 2004, and recorded as Document No. 2004-0034616 in the Official Public Records of Collin County, Texas, as amended (collectively, the "*Craig Ranch Charter*"), does hereby, pursuant to and in accordance with Chapter 3, Section 3.1of the Craig Ranch Charter, voluntarily terminate and declare the termination of the Founder Control Period for all purposes set forth in the Craig Ranch Charter and the Bylaws for the Craig Ranch Community Association. This Notice of Termination of the Founder Control Period does not affect, in any way, those rights reserved in favor of the Founder during the Development and Sale Period, as set forth in the Craig Ranch Charter.

IN WITNESS WHEREOF, VCIM Partners, L.P., as Founder, has caused this instrument to be effective when filed with the Office of the Collin County Clerk.

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

By: VCIM, LLC
a Texas limited liability company, its General Partner

By: _____
David H. Craig, Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 5th day of June, 2018, by David H. Craig, Manager of VCIM, LLC, a Texas limited liability company, on behalf of the company in its capacity as the general partner of VCIM Partners, L.P., a Texas limited partnership, on behalf of said limited partnership, for the purposes and the capacity therein expressed.

[SEAL] SANDRA D. MAYO
Notary Public
STATE OF TEXAS
Notary ID # 12903577-4
My Comm. Exp. June 27, 2020

Notary Public, State of Texas

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

By: VCIM, LLC
a Texas limited liability company, its General Partner

By: Robert J Holcomb
Robert J. Holcomb, Manager

STATE OF ~~TEXAS~~ Missouri §
§
COUNTY OF ~~COLLIN~~ Jackson §

This instrument was acknowledged before me on the 5th day of June, 2018, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company, on behalf of the company in its capacity as the general partner of VCIM Partners, L.P., a Texas limited partnership, on behalf of said limited partnership, for the purposes and the capacity therein expressed.

[SEAL] BETTY J. BRIGGS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 5, 2019
Commission # 15634531

Notary Public, State of ~~Texas~~ Missouri

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/05/2018 03:46:23 PM
$30.00 DFOSTER
20180605000692550

20200707001044220 07/07/2020 12:59:55 PM AS 1/5

PARTIAL ASSIGNMENT AND PARTIAL RELINQUISHMENT OF FOUNDER'S RIGHTS AND AMENDMENT TO THE AMENDED AND RESTATED COMMUNITY CHARTER FOR CRAIG RANCH

(Founder's Rights)

THIS PARTIAL ASSIGNMENT AND PARTIAL RELINQUISHMENT OF FOUNDER'S RIGHTS AND AMENDMENT TO THE AMENDED AND RESTATED COMMUNITY CHARTER FOR CRAIG RANCH (this "**Amendment**") is made and entered into effective the 30th day of June, 2020 by **VCIM PARTNERS, L.P.**, a Texas limited partnership ("**Founder**").

RECITALS:

A. Founder is the "Founder" under that certain Amended and Restated Community Charter for Craig Ranch and Amended and Restated By-Laws of Craig Ranch Community Association, recorded among the Official Public Records of Collin County, Texas on June 4, 2018 as Document 20180604000683380 (as amended and supplemented from time to time, the "**Charter**").

B. Pursuant to the Charter, Craig Ranch Community Association, a Texas not-for-profit corporation ("**Association**") was formed to own, operate and/or various common areas and community improvements and to administer and enforce the Charter and other Governing Documents referenced in the Charter.

C. Pursuant to the terms of the Charter, Founder has the unilateral right to relinquish or assign such Founder's rights as it elects, and, pursuant to Section 23.2(a) of the Charter, to amend the Charter during the Development and Sale Period so long as such amendment has no material adverse effect upon the rights of more than 2% of the Parcel Owners.

D. Although the Founder Control Period and Founder membership have expired, the Development and Sale Period is still in effect.

E. Founder desires to transfer, relinquish and amend certain interests it may have as Founder under the Charter to Association in connection with the property described therein,

When Recorded Return To: Thuy
First American Title Insurance Company
National Commercial Services
1201 Walnut, Suite 700
Kansas City, MO 64106
File No: NCS

which amendments will have no material adverse effect upon the rights of more than 2% of the Parcel Owners.

AGREEMENT:

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Pursuant to Section 20.10 of the Charter, Founder hereby assigns, the following limited rights, to the extent still in existence and held by Founder, to the Association:

(a) the right to waive the requirement for plans and specifications by a licensed architect pursuant to Section 6.1 of the Charter;

(b) the right to review and act on all applications for review of proposed Improvements pursuant to Section 6.2(a) of the Charter, but only to the extent such Improvements are proposed to be on Residential Parcels and Residential Units;

(c) the right to veto actions of the DRC pursuant to Section 6.2(b) of the Charter, but only to the extent such actions affect only Residential Parcels and Residential Units;

(d) the right to consent to variances pursuant to Section 6.5 of the Charter, but only to the extent such variances relate solely to Residential Parcels and Residential Units;

(e) the right to approve amendments and modifications of any Rules or Design Guidelines pursuant to Section 20.4 of the Charter, but solely to the extent such amendment or modification affects only Residential Parcels and Residential Units; and,

(f) the rights pertaining to Community Systems set forth in Section 20.7 of the Charter.

2. **Relinquishment** Pursuant to Section 20.11 of the Charter, Founder hereby forever relinquishes and voluntarily terminates the following specific rights held by Founder:

(a) the right to use Residential Parcels or Residential Units for commercial use and sale pursuant to Section 8.1(a) of the Charter;

(b) the right to consent to discontinuance of Common Area facilities pursuant to Section 11.3 of the Charter;

(c) the right to veto the Association's repair or reconstruction of damaged Common Areas improvements pursuant to Section 11.4(b) of the Charter;

which amendments will have no material adverse effect upon the rights of more than 2% of the Parcel Owners.

AGREEMENT:

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Pursuant to Section 20.10 of the Charter, Founder hereby assigns, the following limited rights, to the extent still in existence and held by Founder, to the Association:

(a) the right to waive the requirement for plans and specifications by a licensed architect pursuant to Section 6.1 of the Charter;

(b) the right to review and act on all applications for review of proposed Improvements pursuant to Section 6.2(a) of the Charter, but only to the extent such Improvements are proposed to be on Residential Parcels and Residential Units;

(c) the right to veto actions of the DRC pursuant to Section 6.2(b) of the Charter, but only to the extent such actions affect only Residential Parcels and Residential Units;

(d) the right to consent to variances pursuant to Section 6.5 of the Charter, but only to the extent such variances relate solely to Residential Parcels and Residential Units;

(e) the right to approve amendments and modifications of any Rules or Design Guidelines pursuant to Section 20.4 of the Charter, but solely to the extent such amendment or modification affects only Residential Parcels and Residential Units; and,

(f) the rights pertaining to Community Systems set forth in Section 20.7 of the Charter.

2. **Relinquishment** Pursuant to Section 20.11 of the Charter, Founder hereby forever relinquishes and voluntarily terminates the following specific rights held by Founder:

(a) the right to use Residential Parcels or Residential Units for commercial use and sale pursuant to Section 8.1(a) of the Charter;

(b) the right to consent to discontinuance of Common Area facilities pursuant to Section 11.3 of the Charter;

(c) the right to veto the Association's repair or reconstruction of damaged Common Areas improvements pursuant to Section 11.4(b) of the Charter;

(d) the reserved rights pertaining to utility and other easements set forth in Section 15.3(a) of the Charter, provided such relinquishment shall not affect any such rights of the Association;

(e) the right to grant and record specific easements to develop the property described in Exhibits "A" and "B" to the Charter, pursuant to Section 15.3(b) of the Charter;

(f) the reserved rights pertaining to lake and pond maintenance and floor water set forth in Section 15.6 of the Charter, provided such relinquishment shall not affect any such rights of the Association;

(g) the right to submit additional property to the terms of the Charter pursuant to Section 19.1 of the Charter; and

(h) the right to consent to the Association submitting additional property to the Charter pursuant to Section 19.2 of the Charter.

3. **No Other Rights Affected**. Nothing in Sections 1 or 2 above shall be construed as affecting any rights Founder may have as an Owner, Parcel Owner or in any capacity other than as "Founder".

4. **Association Indemnification and Insurance**. Section 6.6 of the Charter is hereby amended by deleting the last sentence thereof and replacing it with the following sentence, "In all matters, the Association shall defend and indemnify the Board, the DRC, Founder, and the members of each, as provided in the By-Laws". Section 13.3 of the Charter is hereby amended to provide the Board shall use reasonable efforts to secure insurance policies that list the Founder as an additional insured and waives subrogation rights as to any claims against Founder and an endorsement excluding Founder's individual policies from consideration under any "other insurance" clause, in addition to meeting the other requirements of Section 13.3.

5. **Assessments**. For the avoidance of doubt, Founder previously elected pursuant to Section 14.6(b) of the Charter, to pay assessments on any Parcels it owns that are subject to assessment by paying such assessments in the same manner as any other Parcel Owner, and not by paying, in lieu thereof, any shortfall under the Common Expense budget and reserves, as contemplated therein.

6. **General**.

(a) This Amendment shall run with title to the property within the Community, shall be binding upon Founder, Association, Owners and future owners of any portion of such property, their respective heirs, successors and assigns, and any other person or entity that now has or hereafter has any legal, equitable, or beneficial interest in any portion of such property.

(b) This Amendment and all rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the

State of Texas applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

(c) Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Charter.

[The remainder of this page is intentionally left blank]

State of Texas applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

(c) Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Charter.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Founder has caused this Amendment to be duly executed as of the day and year first above written.

FOUNDER:

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

By: VCIM, LLC, a Texas limited liability company,
its General Partner

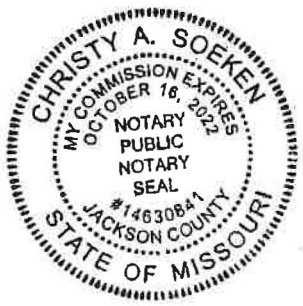
By: Robert T Holcomb
Robert J. Holcomb, Manager

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

This instrument was acknowledged before me on this 29th day of June, 2020, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company, the General Partner of VCIM Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

Christy A Soeken
Notary Public, State of Missouri

[Notarial Seal]



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/07/2020 12:59:55 PM
$42.00 DKITZMILLER
20200707001044220

Stacey Kemp

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000028762

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: March 12, 2024 03:19 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: $53.00

********** **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:	2024000028762
Receipt Number:	20240312000553
Recorded Date/Time:	March 12, 2024 03:19 PM
User:	Michelle W
Station:	Workstation cck025

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 FIRST 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" – SECOND PARTIAL ASSIGNMENT OF FOUNDER'S RIGHTS**

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; and (xx) as Document No. 2023-2023000129970 . The dedicatory instrument 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

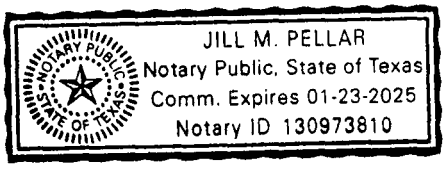
STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 12th DAY OF March 2024 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 A

SECOND PARTIAL ASSIGNMENT OF FOUNDER'S RIGHTS

THIS SECOND PARTIAL ASSIGNMENT OF FOUNDER'S RIGHTS (this "**Assignment**") is made and entered into effective the 27 day of FEBRUARY, 2024 by and between VCIM PARTNERS, L.P., a Texas limited partnership ("**Founder**") and Craig Ranch Community Association, a Texas not-for-profit corporation ("**Association**").

RECITALS:

A. Founder is the "Founder" under that certain Amended and Restated Community Charter for Craig Ranch and Amended and Restated By-Laws of Craig Ranch Community Association, recorded among the Official Public Records of Collin County, Texas on June 4, 2018 as Document 20180604000683380 (as amended and supplemented from time to time, the "**Charter**").

B. Pursuant to the Charter, the Association was formed to own, operate and/or various common areas and community improvements and to administer and enforce the Charter and other Governing Documents referenced in the Charter.

C. Pursuant to the terms of the Charter, Founder has the unilateral right to relinquish or assign such Founder's rights as it elects.

D. Founder previously assigned certain rights to the Association pursuant to that certain Partial Assignment and Partial Relinquishment of Founder's Rights and Amendment to the Amended and Restated Community Chater for Craig Ranch dated June 30, 2020 and record in the Official Public Records of Collin County, Texas on July 7, 2020 as Instrument No. 20200707001044220 ("**Prior Assignment**").

E. Founder desires to transfer certain additional rights it may have as Founder under the Charter to the Association, as more particularly described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Pursuant to Section 20.10 of the Charter, Founder hereby assigns, without warranty, to the extent still in existence and held by Founder, to the Association, the right to designate Residential Parcels, which are not already designated to Election District, to such existing Election District that best fits the Residential Parcel, in the Association's reasonable discretion, provided however, in no event may a Residential Parcel be designated as part of an Election District containing Commercial Parcels or Commercial Units without the Founder's prior written consent.

2. **Assumption**. The Association hereby accepts and assumes the rights assigned to it pursuant to the Prior Assignment and Section 1 above.

3. **No Other Rights Affected**. Nothing in Sections 1 or 2 above shall be construed as affecting any rights Founder may have as an Owner, Parcel Owner or in any capacity other than as "Founder".

4. **Association Indemnification**. Without limiting any other indemnification provision of the Charter, Association shall hold harmless, defend and indemnify the Board, the DRC, Founder, and the members of each, from and against any and all claims, losses, damages and expenses, including counsel fees and expenses in connection with the assignment of and exercise by the Association of the rights described in Section 1 above.

5. **General**.

(a) This Assignment shall run with title to the property within the Community, shall be binding upon Founder, Association, Owners and future owners of any portion of such property, their respective heirs, successors and assigns, and any other person or entity that now has or hereafter has any legal, equitable, or beneficial interest in any portion of such property.

(b) This Assignment and all rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

(c) Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Charter.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Founder and Association have caused this Assignment to be duly executed as of the day and year first above written.

FOUNDER:

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

By: VCIM, LLC, a Texas limited liability company,
its General Partner

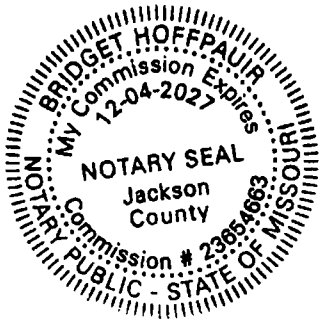
By: Robert T Holcomb
Robert J. Holcomb, Manager

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

This instrument was acknowledged before me on this 27 day of February, 2024, by Robert J. Holcomb, Manager of VCIM, LLC, a Texas limited liability company, the General Partner of VCIM Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Missouri

[Notarial Seal]



ASSOCIATION:

CRAIG RANCH COMMUNITY ASSOCIATION, a Texas not-for-profit corporation

By: _____
Name: Stephanie Miller
Title: President

STATE OF Texas)
Collin)
COUNTY OF TEXAS)

This instrument was acknowledged before me on this 29 day of February, 2024, by Stephanie Miller, the President of Craig Ranch Community Association, a Texas not-for-profit corporation, on behalf of said corporation.

Tamra Diane Collins
Notary Public, State of Texas

[Notarial Seal]

TAMRA DIANE COLLINS
Notary Public, State of Texas
Comm. Expires 06-01-2025
Notary ID 125319243

NINETEENTH 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:

- RESOLUTION OF THE CRAIG RANCH COMMUNITY ASSOCIATION BOARD OF DIRECTORS – FINING SCHEDULE

The forgoing dedicatory instrument 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 Nineteenth 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; and (xviii) as Document No. 20210805001584830. The dedicatory instrument 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, Legal Counsel
Daniel E. Pellar

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF SEPTEMBER 2022 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

JILL M. PELLAR
Notary Public, State of Texas
Comm. Expires 01-23-2025
Notary ID 130973810

DEDICATORY INSTRUMENTS

EXHIBIT A

RESOLUTION
CRAIG RANCH COMMUNITY ASSOCIATION
BOARD OF DIRECTORS
FINE SCHEDULE (Rev. 8/22)

This General Fine Schedule applies to all properties in Craig Ranch Community Association. Any fines imposed by the Association shall be implemented according to the applicable Craig Ranch Community Association fining and enforcement procedures referenced in the governing documents and in compliance with Texas law. This is a summary fine schedule only; please refer to the Craig Ranch Community Association Charter, By-laws, Rules, Policies, and Regulations for detailed requirements (available on website).

VIOLATION TYPE	FINE AMOUNT*	REPEAT SUBSTAINTIALLY SIMILAR VIOLATION WITHIN 6 MONTHS
CURABLE - FIRST FINE	$50	$100
CURABLE – SECOND FINE IMPOSED IF UNCURED 10 DAYS AFTER FIRST FINE	$100	$200
CURABLE – THIRD FINE IMPOSED IF UNCURED 10 DAYS AFTER SECOND FINE	$250	$500
CURABLE – ADDITIONAL FINE IMPOSED IF UNCURED EVERY 10 DAYS THEREAFTER	$500**	$500***
INCURABLE/THREAT TO PUBLIC SAFETY ***	$200	$200
LEASE VIOLATIONS	See Current Residential Leasing Policies and Procedures for fine amounts.	

* Cost incurred by the Association incurred in responding or addressing violations, including but not limited to cost of repair, replacement or self-help, are separate recoverable obligations and charges. The fines imposed by the Association in accordance with this schedule are in addition or supplement to all other rights and enforcement remedies available to the Association through the Charter, By-laws, Rules, Regulations, Policies, and Texas law.

** Once cumulative fines imposed reach or exceed $2,500 for a curable violation, further fine amounts and frequency is subject to review and determination by the Board of Directors in conjunction with all other available enforcement rights.

*** See Section 8.1(c)(iv) of the Amended And Restated By-Laws for definition and classification of violations as incurable and/or considered to be a threat to public health or safety.

This is to certify that the foregoing Policy was adopted by the Board of Directors and approved at a meeting of same on _____, has not been modified, rescinded or revoked.

DATE: Sep 6, 2022

Stephanie Miller (Sep 6, 2022 15:58 CDT)

EXHIBIT "B"

THE PROPERTY

TRACT 1

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

BEGINNING at an "X" found in concrete, said point being the southeast corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 00 degrees 21 minutes 35 seconds West, 1256.02 feet along the west line of said Tract Two and along the east line of said Custer Road to a one-half inch iron rod found for corner, said point being the southwest corner of that tract of land conveyed to Redeemer Presbyterian Church of McKinney as recorded in Volume 4067, Page 100, Collin County Deed Records;

THENCE North 89 degrees 25 minutes 52 seconds East, 1123.39 feet along the north line of said Tract Two to a one-half inch iron rod set for corner;

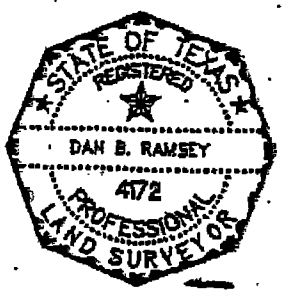
THENCE South 00 degrees 35 minutes 12 seconds East, 1255.92 feet to a one-half inch iron rod set for corner in the south line of said Tract Two, said point being in the north line of said Watan tract and in the south line of the G. Baccus Survey, Abstract No. 95;

THENCE South 89 degrees 25 minutes 35 seconds West, 1128.36 feet along the north line of said Watan tract and the south line of the G. Baccus Survey to the POINT OF BEGINNING and containing 1,414,064 square feet or 32.462 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172



Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2022000138091

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: September 12, 2022 01:54 PM

Number of Pages: 49

" Examined and Charged as Follows: "

Total Recording: $214.00

********** **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:	2022000138091
Receipt Number:	20220912000382
Recorded Date/Time:	September 12, 2022 01:54 PM
User:	Matthew M
Station:	Station 10

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

TRACT 2

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT No. 95, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract Two as recorded in Volume 4757, Page 2157, Collin County Deed Records, and being further described as follows:

COMMENCING at an "X" found in concrete, said point being the southwest corner of said Tract Two, said point being the northwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line Custer Road (120 foot wide right-of-way);

THENCE North 89 degrees 25 minutes 35 seconds East, 1128.36 feet along the south line of said Tract Two and along the north line of said Watan tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE North 00 degrees 35 minutes 12 seconds West, 1255.92 feet to a one-half inch iron rod set for corner in the north line of said Tract Two;

THENCE North 89 degrees 25 minutes 52 seconds East, 491.96 feet along the north line of said Tract Two to a one-half inch iron rod found for corner, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the west line of said 153.80 acre tract as follows:

South 00 degrees 36 minutes 22 seconds West, 583.50 feet to a one-half inch iron rod found for corner;
South 32 degrees 43 minutes 48 seconds East, 758.92 feet to a five-eighths inch iron rod found for corner;
North 89 degrees 24 minutes 49 seconds East, 30.81 feet to a five-eighths inch iron rod found for corner;
South 00 degrees 35 minutes 11 seconds East, 30.01 feet to a five-eighths inch iron rod found for corner in the south line of said Tract Two, said point being in the north line of said Watan tract;

THENCE South 89 degrees 25 minutes 35 seconds West, 914.40 feet along the south line of said Tract Two and along the north line of said Watan tract to the POINT OF BEGINNING and containing 748,894 square feet or 17.192 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

TRACT 3

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 18, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2997, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 285.346 acre tract, said point being the southwest corner of that tract of land conveyed to Watan, L.C. as recorded in Document Number 93-0071458, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE North 89 degrees 23 minutes 08 seconds East, 2646.02 feet to a one-half inch iron rod set at the northeast corner of said 285.346 acre tract, said point being the southeast corner of said Watan tract, said point being in the west line of that called 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 285.346 acre tract as follows:
South 00 degrees 43 minutes 22 seconds East, 2002.44 feet to a five-eighths inch iron rod found for corner, said point being the most southerly southwest corner of said 153.80 acre tract;
South 00 degrees 44 minutes 02 seconds East, 40.44 feet to a one-half inch iron rod set for corner, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records;

THENCE South 80 degrees 49 minutes 26 seconds West, 208.32 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 147.41 feet along a curve to the right having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears South 84 degrees 50 minutes 45 seconds. West, 147.28 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 52 minutes 03 seconds West, 2286.65 feet to a one-half inch iron rod set for corner in the west line of said 285.346 acre tract, said point being in the east line of Custer Road;

THENCE along the west line of said 285.346 acre tract and along the east line of Custer Road as follows:
Northwesterly, 660.28 feet along a curve to the right having a central angle of 03 degrees 19 minutes 07 seconds, a radius of 11399.19 feet, a tangent of 330.23 feet, whose chord bears North 02 degrees 03 minutes 32 seconds West, 660.18 feet to a right-of-way monument found for corner;
North 00 degrees 22 minutes 17 seconds West, 1446.26 feet to the POINT OF BEGINNING and containing 5,545,250 square feet or 127.301 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 4

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the ELIAS ALEXANDER SURVEY, ABSTRACT NUMBER 18, a part of the J.J. DRIGGERS SURVEY, ABSTRACT NUMBER 274, a part of the SHADRICK JACKSON SURVEY, ABSTRACT NUMBER 489, and being a part of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5228, Page 2997, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2184, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set at the southwest corner of said 285.346 acre tract, said point being in the north line of that 46.686 acre tract of land conveyed to Mixon Investment Company as recorded in Volume 785, Page 168, Collin County Deed Records, said point being in the east line of Custer Road (120 foot right-of-way);

THENCE along the west line of said 285.346 acre tract and along east line of Custer Road as follows:
North 02 degrees 19 minutes 38 seconds East, 442.80 feet to a Right-of-Way monument found for corner;
Northwesterly, 1414.04 feet along a curve to the left having a central angle of 07 degrees 02 minutes 00 seconds, a radius of 11518.19 feet, a tangent of 707.91 feet, whose chord bears North 01 degrees 11 minutes 34 seconds West, 1413.16 feet to a to a Right-of-Way monument found for corner;
North 04 degrees 42 minutes 34 seconds West, 806.61 feet to a Right-of-Way monument found for corner;
Northwesterly, 201.25 feet along a curve to the right having a central angle of 01 degrees 00 minutes 42 seconds, a radius of 11388.19 feet, a tangent of 100.63 feet, whose chord bears North 04 degrees 13 minutes 27 seconds West, 201.25 feet to a one-half inch iron rod set for corner;

THENCE North 88 degrees 52 minutes 03 seconds East, 2286.65 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 147.41 feet along a curve to the left having a central angle of 08 degrees 02 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 73.82 feet, whose chord bears North 84 degrees 50 minutes 45 seconds East, 147.28 feet to a one-half inch iron rod set for corner;

THENCE North 80 degrees 49 minutes 26 seconds East, 208.32 feet to a one-half inch iron rod set for corner in the east line of said 285.346 acre tract, said point being in the west line of that tract of land described as Tract Three conveyed to Craig Ranch II, L.P. as recorded in Volume 4797, Page 2174, Collin County Deed Records;

THENCE South 00 degrees 44 minutes 02 seconds East, 40.44 feet along the east line of said 285.346 acre tract to a five-eighths inch iron rod found for corner, said point being the northwest corner of that 79.46 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the west line of said 79.46 acre tract as follows:
South 00 degrees 52 minutes 05 seconds East, 758.39 feet to a five-eighths inch iron rod found for corner;
South 23 degrees 13 minutes 47 seconds East, 1372.14 feet to a five-eighths inch iron rod found for corner;
Southeasterly, 384.25 feet along a curve to the right having a central angle of 93 degrees 22 minutes 56 seconds, a radius of 235.76 feet, a tangent of 250.11 feet, whose chord bears South 70 degrees 00 minutes 04 seconds East, 343.11 feet to a five-eighths inch iron rod found for corner;
South 23 degrees 13 minutes 47 seconds East, 667.51 feet to a five-eighths inch iron rod found at the southwest corner of said 79.46 acre tract, said point being in the north line of that tract of land conveyed to the State of Texas as recorded in Volume 5355, Page 3032, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE South 66 degrees 18 minutes 55 seconds West, 1208.12 feet along the north line of State Highway No. 121 to a Right-of-Way monument found for corner, said point being in the west line of said 182.675 acre tract, said point being in the east line of that 30.347 acre tract of land conveyed to Mixon Investment Company as recorded in Volume 803, Page 446, Collin County Deed Records;

THENCE North 00 degrees 55 minutes 34 seconds West, 569.45 feet to a one-half inch iron rod found at the southeast corner of said 285.346 acre tract, said point being the northeast corner of said 30.347 acre tract;

THENCE South 88 degrees 00 minutes 28 seconds West, 2586.23 feet along the south line of said 285.346 acre tract to the POINT OF BEGINNING and containing 8,190,431 square feet or 188.026 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

TRACT 5

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, a part of the WM. H. HOLIDAY SURVEY, ABSTRACT NUMBER 385, and being a part of that 74.980 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records, a part of that 75.074 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records, a part of that 126.568 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 70.3480 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found for corner in the east line of said 74.980 acre tract, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Lehrer, et ux as recorded in Volume 1052, Page 107, Collin County Deed Records;

THENCE along the east line of said 74.980 acre tract and along the west line of said 130.945 acre tract as follows:
South 39 degrees 33 minutes 08 seconds West, 785.56 feet to a three-fourths iron pipe found for corner;
South 00 degrees 14 minutes 22 seconds East, 56.80 feet to a one-half inch iron rod set at the southwest corner of said 130.945 acre tract, said point being the northwest corner of said 126.568 acre tract;

THENCE North 89 degrees 16 minutes 47 seconds East, 363.64 feet along the north line of said 126.568 acre tract and along the south line of said 130.945 acre tract to a one-half inch iron rod set for corner;

THENCE South 25 degrees 40 minutes 22 seconds West, 564.03 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 181.69 feet along a curve to the right having a central angle of 37 degrees 06 minutes 46 seconds, a radius of 280.50 feet, a tangent of 94.16 feet, whose chord bears South 44 degrees 13 minutes 45 seconds West, 178.53 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 402.40 feet along a curve to the left having a central angle of 46 degrees 06 minutes 42 seconds, a radius of 500.00 feet, a tangent of 212.81 feet, whose chord bears South 39 degrees 43 minutes 47 seconds West, 391.83 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 162.73 feet along a curve to the right having a central angle of 31 degrees 11 minutes 50 seconds, a radius of 280.50 feet, a tangent of 78.31 feet, whose chord bears South 32 degrees 18 minutes 21 seconds West, 160.65 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 255.47 feet along a curve to the left having a central angle of 45 degrees 59 minutes 35 seconds, a radius of 319.50 feet, a tangent of 135.60 feet, whose chord bears South 24 degrees 52 minutes 29 seconds West, 248.64 feet to a one-half inch iron rod set for corner;

THENCE South 86 degrees 50 minutes 36 seconds East, 44.46 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 32 minutes 34 seconds West, 154.34 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 214.08 feet along a curve to the left having a central angle of 32 degrees 21 minutes 46 seconds, a radius of 379.00 feet, a tangent of 109.98 feet, whose chord bears South 16 degrees 37 minutes 51 seconds East, 211.24 feet to a one-half inch iron rod set for corner;

THENCE South 58 degrees 14 minutes 15 seconds West, 70.00 feet to a five-eighths inch iron rod found for corner in the east line 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 153.80 acre tract as follows:
Northwesterly, 177.21 feet along a curve to the right having a central angle of 22 degrees 38 minutes 49 seconds, a radius of 448.00 feet, a tangent of 89.77 feet, whose chord bears North 20 degrees 30 minutes 21 seconds West, 176.06 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 249.78 feet along a curve to the left having a central angle of 71 degrees 33 minutes 27 seconds, a radius of 200.00 feet, a tangent of 144.13 feet, whose chord bears North 44 degrees 56 minutes 39 seconds West, 233.86 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 244.00 feet along a curve to the right having a central angle of 65 degrees 20 minutes 14 seconds, a radius of 214.00 feet, a tangent of 137.22 feet, whose chord bears North 48 degrees 05 minutes 16 seconds West, 231.03 feet to a five-eighths inch iron rod found for corner;
North 15 degrees 25 minutes 09 seconds West, 546.72 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 213.53 feet along a curve to the left having a central angle of 01 degrees 29 minutes 51 seconds, a radius of 8170.00 feet, a tangent of 106.78 feet, whose chord bears North 15 degrees 10 minutes 04 seconds West, 213.53 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 1030.25 feet along a curve to the left having a central angle of 13 degrees 16 minutes 37 seconds, a radius of 4446.00 feet, a tangent of 517.44, whose chord bears North 14 degrees 59 minutes 04 seconds West, 1027.96 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 45.84 feet along a curve to the right having a central angle of 26 degrees 86 minutes 37 seconds, a radius of 100.00 feet, a tangent of 23.17 feet, whose chord bears North 08 degrees 35 minutes 04 seconds West, 45.15 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 132.23 feet along curve to the left having a central angle of 42 degrees 05 minutes 23 seconds, a radius of 180.00 feet, a tangent of 69.26 feet, whose chord bears North 18 degrees 34 minutes 57 seconds West, 129.28 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 216.12 feet along a curve to the left having a central angle of 09 degrees 45 minutes 00 seconds, a radius of 1270.00 feet, a tangent of 108.22 feet, whose chord bears North 42 degrees 39 minutes 04 seconds West, 215.86 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 366.84 feet along a curve to the right having a central angle of 33 degrees 64 minutes 01 seconds, a radius of 620.00 feet, a tangent of 188.96 feet, whose chord bears North 30 degrees 25 minutes 36 seconds West, 301.51 feet to a five-eighths inch iron rod found for corner;
North 13 degrees 26 minutes 36 seconds West, 550.77 feet to a five-eighths inch iron rod found for corner;
Northeasterly, 186.47 feet along a curve to the right having a central angle of 11 degrees 46 minutes 45 seconds, a radius of 907.00 feet, a tangent of 93.60 feet, whose chord bears North 07 degrees 35 minutes 18 seconds West, 186.13 feet to a five-eighths inch iron rod found at the northeast corner of said 153.80 acre tract,

THENCE South 80 degrees 29 minutes 47 seconds West, 370.53 feet to a five-eighths inch iron rod found for corner in the west line of said 75.074 acre tract, said point being the northwest corner of said 153.80 acre tract;

THENCE North 00 degrees 50 minutes 14 seconds West, 60.07 feet to a point at the northwest corner of said 75.074 acre tract, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE North 89 degrees 05 minutes 13 seconds East, 50.56 feet to a point for corner at the north line of said 75.074 acre tract,

THENCE North 89 degrees 26 minutes 13 seconds East, 1793.67 feet to a point for corner in the north line of said 74.980 acre tract;

THENCE South 00 degrees 39 minutes 00 seconds East, 461.93 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 224.16 feet along a curve to the right having a central angle of 39 degrees 29 minutes 54 seconds, a radius of 326.00 feet, a tangent of 116.83 feet, whose chord bears South 19 degrees 09 minutes 31 seconds West, 219.86 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 195.44 feet along a curve to the left having a central angle of 40 degrees 52 minutes 06 seconds, a radius of 274.00 feet, a tangent of 102.09 feet, whose chord bears South 18 degrees 26 minutes 25 seconds West, 191.32 feet to a one-half inch iron rod set for corner;

TRACT 5

THENCE South 01 degrees 59 minutes 38 seconds East, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 837.55 feet along a curve to the right having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears South 82 degrees 55 minutes 37 seconds East, 834.56 feet to a one-half inch iron rod set for corner;

THENCE South 15 degrees 35 minutes 35 seconds West, 110.00 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 6.03 feet along a curve to the right having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears South 74 degrees 19 minutes 36 seconds East, 6.03 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 171.90 feet along a curve to the left having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears North 87 degrees 53 minutes 40 seconds East, 169.14 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 44 minutes 07 seconds East, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to the POINT OF BEGINNING and containing 4,327,308 square feet or 99.341 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

TRACT 6

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, and being a part of that tract of land described as Tract One conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2165, Collin County Deed Records and being further described as follows:

COMMENCING at a one-half inch iron rod found for corner in the east line of said Tract One, said point being in the west line of that 130.945 acre tract of land conveyed to Paul Lehner, et ux as recorded in Volume 1062, Page 107, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 07 seconds West, 303.71 feet along the east line of said Tract One and along the west line of said 130.945 acre tract to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land;

THENCE Southwesterly, 171.90 feet along a curve to the right having a central angle of 35 degrees 41 minutes 11 seconds, a radius of 276.00 feet, a tangent of 88.84 feet, whose chord bears South 87 degrees 53 minutes 40 seconds West, 169.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 6.03 feet along a curve to the left having a central angle of 00 degrees 07 minutes 40 seconds, a radius of 2701.00 feet, a tangent of 3.01 feet, whose chord bears North 74 degrees 19 minutes 35 seconds West, 6.03 feet to a one-half inch iron rod set for corner;

THENCE North 15 degrees 36 minutes 35 seconds East, 110.00 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 837.65 feet along a curve to the left having a central angle of 17 degrees 04 minutes 25 seconds, a radius of 2811.00 feet, a tangent of 421.95 feet, whose chord bears North 82 degrees 55 minutes 37 seconds West, 834.56 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 59 minutes 38 seconds West, 42.95 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 185.44 feet along a curve to the right having a central angle of 40 degrees 52 minutes 08 seconds, a radius of 274.00 feet, a tangent of 102.09 feet, whose chord bears North 18 degrees 26 minutes 25 seconds East, 181.32 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 224.36 feet along a curve to the left having a central angle of 39 degrees 25 minutes 54 seconds, a radius of 326.00 feet, a tangent of 116.83 feet, whose chord bears North 18 degrees 09 minutes 31 seconds East, 219.96 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 33 minutes 50 seconds West, 451.93 feet to a point for corner in the north line of said Tract One, said point being in the right-of-way of F.M. 720 (variable width right-of-way);

THENCE along the north line of said Tract One as follows:
North 89 degrees 26 minutes 13 seconds East, 141.67 feet to a point for corner;
North 89 degrees 29 minutes 13 seconds East, 680.97 feet to a point at the northeast corner of said Tract One, said point being the northwest corner of said 130.945 acre tract;

THENCE South 00 degrees 44 minutes 07 seconds East, along the east line of said Tract One and along the west line of said 130.945 acre tract, at 39.70 feet passing a three-fourths inch iron pipe found, in all a total of 1095.89 feet to the POINT OF BEGINNING and containing 830,714 square feet or 19.070 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

TRACT 7

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the G. BACCUS SURVEY, ABSTRACT NUMBER 95, a part of the WM. H. HOLIDAY SURVEY, ABSTRACT NUMBER 385, a part of the G. F. LUCAS SURVEY, ABSTRACT NUMBER 540, a part of the THOMAS PHILLIPS SURVEY, ABSTRACT NUMBER 717, a part of the JOHN PHILLIPS SURVEY, ABSTARCT NUMBER 718, and being a part of that 20.00 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2157, Collin County Deed Records, a part of that 9.8149 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2170, Collin County Deed Records, a part of that 126.568 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 70.3480 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 80.352 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2174, Collin County Deed Records, a part of that 182.675 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2184, Collin County Deed Records, a part of that 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4852, Page 1219, Collin County Deed Records, a part of that 36.894 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5171, Page 3579, Collin County Deed Records, a part of that 15.00 acre tract of land conveyed to VCIM Partners, L.P. as recorded inv Volume 5210, Page 3934, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 126.568 acre tract, said point being the northeast corner of that tract of land conveyed to Windswept Place North, Ltd. as recorded in Document Number 96-0006535, Collin County Deed Records, said point being in the west line of North Texas Athletic Center at Craig Ranch; an addition to the City of McKinney as recorded in Cabinet P, Page 241, Collin County Plat Records;

THENCE South 89 degrees 36 minutes 05 seconds West, 1355.99 feet along the south line of said 126.568 acre tract to a railroad spike found for corner, said point being the northwest corner of said Windswept Place North tract;

THENCE South 00 degrees 52 minutes 02 seconds East, 2304.43 feet to a one-half inch iron rod found at the southeast corner of said 36.894 acre tract, said point being in the west line of that tract of land conveyed to Windswept Place South, Ltd. as recorded in Document Number 96-0006543, Collin County Deed Records, said point being in the north line of that tract of land conveyed to Flossie Floyd Green as recorded in Volume 442, Page 402, Collin County Deed Records;

THENCE South 89 degrees 20 minutes 13 seconds West, 1355.39 feet along the north line of said Green tract to a five-eighths inch iron rod found at the southwest corner of said 36.894 acre tract, said point being in the east line of said 182.675 acre tract;

THENCE South 00 degrees 50 minutes 50 seconds East, 695.70 feet along the east line of said 182.675 acre tract and along the west line of said Green tract to a one-half inch iron rod found for corner, said point being the northwest corner of said 9.8149 acre tract;

THENCE North 88 degrees 42 minutes 52 seconds East, 1013.63 feet along the north line of said 9.8149 acre tract and along the south line of said Green tract to a one-half inch iron rod set for corner, said point being in the northwest line of that 4.949 acre tract of land conveyed to the State of Texas as recorded in Volume 5185, Page 5047, Collin County Deed Records, said point being in the northwest line of State Highway No. 121 (variable width right-of-way);

THENCE along northwest line of State Highway No. 121 as follows:
South 68 degrees 18 minutes 31 seconds West, 1099.77 feet to a one-half inch iron rod found for corner in the west line of said 9.8149 acre tract , said point being in the east line of said 182.675 acre tract;
South 68 degrees 18 minutes 55 seconds West, 832.77 feet to a five-eighths inch iron rod found for corner, said point being the southeast corner of that 78.46 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the east line of said 78.46 acre tract as follows:
Northwesterly, 1687.28 feet along a curve to the right having a central angle of 33 degrees 18 minutes 14 seconds, a radius of 2820.00 feet, a tangent of 873.37 feet, whose chord bears North 10 degrees 49 minutes 10 seconds West, 1675.49 feet to a five-eighths inch iron rod found for corner;
North 05 degrees 48 minutes 57 seconds East, 305.11 feet to a five-eighths inch iron rod found for corner;
North 43 degrees 01 minutes 43 seconds West, 711.86 feet to a five-eighths inch iron rod found for corner;
North 11 degrees 52 minutes 22 seconds East, 80.00 feet to a five-eighths inch iron rod found for corner;
North 78 degrees 11 minutes 15 seconds West, 139.50 feet to a five-eighths inch iron rod found for corner;

THENCE South 80 degrees 49 minutes 28 seconds West, 1044.92 feet to a five-eighths inch iron rod found at the northwest corner of said 78.46 acre tract, said point being in the west line of said 80.352 acre tract, said point being in the east line of that 285.346 acre tract of land conveyed to VCIM Partners, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE North 00 degrees 44 minutes 02 seconds West, 80.88 feet along the west line of said 80.352 acre tract and along the east line of said 285.346 acre tract to a five-eighths inch iron rod found for corner, said point, being the most southerly southwest corner of that 153.80 acre tract of land conveyed to Tournament Players Club at Craig Ranch, L.P. as recorded in Volume 5090, Page 3215, Collin County Deed Records;

THENCE along the south and east line of said 153.80 acre tract as follows:
North 80 degrees 49 minutes 26 seconds East, 870.88 feet to a five-eighths inch iron rod found for corner;
Northeasterly, 391.39 feet along a curve to the left having a central angle of 68 degrees 59 minutes 58 seconds, a radius of 325.00 feet, a tangent of 223.36 feet, whose chord bears North 46 degrees 19 minutes 27 seconds East, 368.15 feet to a five-eighths inch iron rod found for corner;
North 11 degrees 49 minutes 29 seconds East, 422.22 feet to a five-eighths inch iron rod found for corner;
North 58 degrees 11 minutes 15 seconds East, 768.48 feet to a five-eighths inch iron rod found for corner;
North 31 degrees 48 minutes 45 seconds West, 333.86 feet to a five-eighths inch iron rod found for corner;

THENCE North 58 degrees 11 minutes 15 seconds East, 70.00 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 214.08 feet along a curve to the right having a central angle of 32 degrees 21 minutes 48 seconds, a radius of 379.00 feet, a tangent of 109.98 feet, whose chord bears North 15 degrees 37 minutes 51 seconds West, 211.24 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 32 minutes 34 seconds East, 154.34 feet to a one-half inch iron rod set for corner;

THENCE North 86 degrees 50 minutes 36 seconds West, 44.46 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 256.47 feet along a curve to the right having a central angle of 45 degrees 59 minutes 35 seconds, a radius of 319.50 feet, a tangent of 135.60 feet, whose chord bears North 24 degrees 52 minutes 29 seconds East, 249.64 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 182.73 feet along a curve to the left having a central angle of 31 degrees 11 minutes 50 seconds, a radius of 260.50 feet, a tangent of 78.31 feet, whose chord bears North 32 degrees 16 minutes 21 seconds East, 180.85 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 402.40 feet along a curve to the right having a central angle of 46 degrees 06 minutes 42 seconds, a radius of 500.00 feet, a tangent of 212.81 feet, whose chord bears North 39 degrees 43 minutes 47 seconds East, 391.63 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 181.82 feet along a curve to the left having a central angle of 37 degrees 06 minutes 46 seconds, a radius of 280.50 feet, a tangent of 94.16 feet, whose chord bears North 44 degrees 13 minutes 45 seconds East, 178.63 feet to a one-half inch iron rod set for corner;

TRACT 7

THENCE North 25 degrees 40 minutes 22 seconds East, 564.83 feet to a one-half inch iron rod set for corner in the north line of said 126.568 acre tract, said point being in the south line of that 130.945 acre tract of land conveyed to Paul Lebner, et ux as recorded in Volume 1062, Page 107, Collin County Deed Records;

THENCE North 89 degrees 16 minutes 47 seconds East, 2846.78 feet along the south line of said 130.945 acre tract to a PK nail set at the northeast corner of said 126.568 acre tract;

THENCE South 01 degrees 06 minutes 08 seconds East, 618.57 feet along the east line of said 126.568 acre tract to a five-eighths inch iron rod found for corner, said point being the northwest corner of said 150.081 acre tract;

THENCE North 89 degrees 08 minutes 11 seconds East, 418.20 feet along the north line of said 150.081 acre tract to a one-half inch iron rod found for corner, said point being the most northerly northwest corner of said North Texas Athletic Center at Craig Ranch, said point being in the south line of that 79.71 acre tract of land conveyed to Collin Investments, Ltd. as recorded in Document Number 95-0001950, Collin County Deed Records;

THENCE along the west line of said North Texas Athletic Center at Craig Ranch as follows:
South 00 degrees 51 minutes 49 seconds East, 582.85 feet to a one-half inch iron rod found for corner;
South 88 degrees 48 minutes 19 seconds West, 413.65 feet to a one-half inch iron rod found for corner;
South 01 degrees 19 minutes 31 seconds East, 747.96 feet to the POINT OF BEGINNING and containing 14,375,587 square feet or 330.018 acres.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of November, 2003.

Dan B. Ramsey R.P.L.S. No. 4172

TRACT 8

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the J.J. NAUGLE SURVEY, ABSTRACT NUMBER 662, and being a part of that 132.860 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4757, Page 2153, Collin County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found at the southeast corner of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 89 degrees 33 minutes 04 seconds West, 572.35 feet along the south line of said 132.860 acre tract to a five-eighths inch iron rod found for corner, said point being in an east line of that 258.695 acre tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE North 00 degrees 39 minutes 44 seconds West, 323.57 feet along an east line of said 258.695 acre tract to a one-half inch iron rod found for corner, said point being the south corner of that tract of land conveyed to D.R. Horton - Texas, Ltd. as recorded in Volume 5270, Page 4269, Collin County Deed Records;

THENCE along the east line of said Tract Two as follows:

Northeasterly, 47.86 feet along a curve to the right having a central angle of 15 degrees 40 minutes 05 seconds, a radius of 175.00 feet, a tangent of 24.08 feet, whose chord bears North 14 degrees 42 minutes 11 seconds East, 47.71 feet to a one-half inch iron rod found for corner;

North 22 degrees 32 minutes 14 seconds East, 217.15 feet to a one-half inch iron rod found for corner, said point being in a south line of said 258.695 acre tract;

THENCE North 89 degrees 20 minutes 16 seconds East, 474.15 feet along a south line of said 258.695 acre tract to a 60D nail found for corner; said point being in the east line of said 132.860 acre tract, said point being in the center of County Road 154;

THENCE South 00 degrees 39 minutes 46 seconds East, 571.30 along the east line of said 132.860 acre tract to the POINT OF BEGINNING and containing 315,073 square feet or 7.233 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of October, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

TRACT 9

METES AND BOUNDS

WHEREAS VCIM PARTNERS, L.P. is the owner of a 3.90 acre tract of land situated in the R.C. Ingraham Survey, Abstract No. 461 and being a portion of that tract of land described as Tract 4 in deed to Craig Ranch II, L.P. as as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a point at the northeast corner of Lot 1, Block A of the VCIM Addition,

THENCE North 71 degrees 01 minutes 42 seconds East, 137.97' feet along the south line of Twin Oaks Drive to a point for corner;

Northeasterly, 153.25 feet along a curve to the right having a delta angle of 18 degrees 14 minutes 19 seconds, a radius of 481.43 feet, whose chord is 152.60 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE North 89 degrees 26 minutes 34 seconds East, 105.52 feet along the south line of Twin Oaks Drive to a point for corner;

THENCE South 00 degrees 17 minutes 33 seconds East, 466.89 feet to a point for corner;

THENCE South 89 degrees 26 minutes 55 seconds West, 443.10 feet to a point for corner;

THENCE North 00 degrees 36 minutes 10 seconds West, 24.97 feet along east line of Arroyo Trail to a point for corner;

THENCE North 45 degrees 34 minutes 48 seconds West, 35.34 feet along east line of Arroyo Trail to a point for corner;

THENCE North 00 degrees 33 minutes 26 seconds West, 23.71 feet along east line of Arroyo Trail to a point for corner;

Northwesterly, 22.77 feet along a curve to the left having a delta angle of 4 degrees 00 minutes 30 seconds, a radius of 325.47 feet, whose chord is 22.77 feet along east line of Arroyo Trail to a point for corner;

THENCE North 71 degrees 01 minutes 42 seconds East, 175.21 feet to a point for corner;

THENCE North 18 degrees 58 minutes 18 seconds West, 260.66 feet to the POINT OF BEGINNING and containing 169,938 square feet or 3.90 acres of land, more or less.

TRACT 10

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the R.C. INGRAHAM SURVEY, ABSTRACT No. 461, and being a part of that tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, and being further described as follows:

COMMENCING at a one and one-half inch iron rod found at the southwest corner of said Tract 4, said point being the southeast corner of that 20.722 acre tract of land conveyed to Richard Dill as recorded in Volume 5262, Page 4320, Collin County Deed Records, said point being in the north line of F.M. 720 (variable width right-of-way);

THENCE North 41 deg. 06 min. 02 sec. East, 129.60 feet to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land, said point being in the east line of Arroyo Trail (variable width right-of-way);

THENCE along the east line of Arroyo Trail as follows:

Northwesterly, 81.72 feet along a curve to the left having a central angle of 14 deg. 24 min. 24 sec., a radius of 325.00 feet, a tangent of 41.08 feet, whose chord bears North 11 deg. 46 min. 32 sec. West, 81.51 feet to a one-half inch iron found for corner;

North 18 deg. 58 min. 18 sec. West, 179.80 feet to a one-half inch iron found for corner, said point being the intersection of the east line of Arroyo Trail with the south line of Twin Oaks Drive (46 foot right-of-way);

THENCE North 71 deg. 01 min. 42 sec. East, 165.00 feet along the south line of Twin Oaks Drive to a one-half inch iron set for corner;

THENCE South 18 deg. 58 min. 18 sec. East, 260.66 feet to a one-half inch iron set for corner;

THENCE South 71 deg. 01 min. 42 sec. West, 175.21 feet to the POINT OF BEGINNING and containing 43,282 square feet or 0.994 acres of land.

NOW ALSO KNOWN AS:

Lot 1, Block A, of Final Plat of Lot 1, Block A of the VCIM ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof, recorded in Volume P, Page 90, of the Map and Plat Records of COLLIN County, Texas.

TRACT 11

LEGAL DESCRIPTION

BEING all that tract of land in the City of McKinney, Collin County, Texas, and being a part of the JOHN PHILLIPS SURVEY, ABSTRACT NUMBER 718, and being a part of that tract of land conveyed to Johnson Centre, Ltd. as recorded in Volume 4505, Page 2450, Collin County Deed Records, a part of that 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, and being further described as follows:

BEGINNING at a TX DOT monument found for corner in the north line of said Johnson Centre tract, said point being in the south line of said 160.081 acre tract, said point being the most northerly northwest corner of that tract of land conveyed to the State of Texas as recorded in Volume 4991, Page 2820, Collin County Deed Records, said point being in the north line of State Highway No. 121 (a variable width right-of-way);

THENCE along the north line of State Highway No. 121 as follows:
South 64 degrees 32 minutes 45 seconds West, 382.22 feet to a TX DOT monument found for corner;
South 88 degrees 04 minutes 19 seconds West, 204.17 feet to a one-half inch iron rod set for corner;

THENCE North 25 degrees 07 minutes 42 seconds West, 485.08 feet to a one-half inch iron rod set for corner;

THENCE North 64 degrees 52 minutes 18 seconds East, 541.08 feet to a one-half inch iron rod set for corner;

THENCE South 30 degrees 09 minutes 56 seconds East, 509.62 feet to the POINT OF BEGINNING and containing 285,489 square feet or 6.554 acres of land.

SURVEYOR'S CERTIFICATE

The plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of September, 2003.

Dan B. Ramsey, R.P.L.S. No. 4172

TRACT 12

BEING a 258.695 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461 and the J. J. Naugle Survey, Abstract No. 662 in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, part of the 132.860 acre tract of land described in deed to Craig Ranch II, L.P., recorded in County Clerk's File No. 2000-0103208 of the Land Records of Collin County, Texas and being more particularly described as follows (Bearings system based on the monuments found along the Northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8" KHA iron rod set in the West line of the beforementioned 157.859 acre tract and the East line of the 155.3404 acre tract of land described in deed to Jerry A. McCutchin and Sharon L. McCutchin, recorded in Volume 3440, Page 128 of the Land Records of Collin County, Texas, from which a 1 1/2" iron pipe found in the North right-of-way line of F.M. Highway 720 for the Southwest corner of the said 157.859 acre tract and the Southeast corner of the said 155.3404 acre tract bears South 00 deg. 17 min. 31 sec. East, a distance of 513.01 feet;

THENCE North 00 deg. 17 min. 31 sec. West, along the East line of the said 155.3404 acre tract and the West line of the said 157.859 acre tract passing a fence post for the Northwest corner of the 157.859 acre tract at 2086.3 feet, in all a total distance of 2092.08 feet to a 5/8 inch KHA capped iron rod set in the South line of the beforementioned 132.860 acre tract and the called South line of the J.J. Naugle Survey;

THENCE South 89 deg. 33 min. 04 sec. West, along the South line of the said 132.860 acre tract and the said South line of Naugle Survey, a distance of 318.57 feet to a 1/2 inch iron rod found for the Southwest corner of the 132.860 acre tract and the Southeast corner of the tract of land described in deed to Hank Haney Golf Ranch, recorded in Volume 3705, Page 409 of the Land Records of Collin County, Texas;

THENCE North 00 deg. 24 min. 21 sec. West, along the East line of the Hank Haney Golf Ranch tract and the West line of the said 132.860 acre tract, a distance of 1066.59 feet to a 1/2 inch iron rod found for a corner of the 132.860 acre tract and the Northeast corner of said Golf Ranch tract;

THENCE North 00 deg. 37 min. 25 sec. West, along the East line of a tract of land described in deed to Badmore, Inc. recorded in County Clerk's File No. 94-0004639 of the Land Records of Collin County, Texas and the West line of the said 132.860 acre tract, a distance of 879.19 feet to a 1/2 inch iron rod found for the Northwest corner of the 132.860 acre tract;

THENCE North 89 deg. 12 min. 21 sec. East, along the South line of a tract of land described in deed to Westerra Stonebridge, L.P., recorded in County Clerk's File No. 96-0106740 of the Land Records of Collin County, Texas and the North line of the said 132.860 acre tract, a distance of 2959.04 feet to a 5/8 inch iron rod found for the Northeast corner of the 132.860 acre tract, said point being in the called centerline of County Road 154 and the called East line of said Naugle Survey;

THENCE South 00 deg. 39 min. 46 sec. East, along the said centerline and the said East line of Naugle Survey, a distance of 1392.32 feet to a 5/8" KHA capped iron rod set for corner;

(Continued)

TRACT 12

LEGAL DESCRIPTION

THENCE leaving the said centerline of County Road 154 and said East line as follows:

South 89 deg. 20 min. 16 sec. West, a distance of 572.34 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 39 min. 44 sec. East, a distance of 569.17 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 132.860 acre tract and the said Naugle Survey;

THENCE North 89 deg. 33 min. 04 sec. East, a distance of 556.49 feet to a 5/8" KHA capped iron rod set for corner in the called West line of County Road No. 154 and the East line of the 157.859 acre tract;

THENCE South 00 deg. 52 min. 11 sec. East, along the called West line of County Road No. 154, a distance of 1712.01 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said West line of County Road 154 and said East line of the 157.859 acre tract as follows:

South 89 deg. 33 min. 04 sec. West, a distance of 882.66 feet to a 5/8" KHA capped iron rod set for corner;

South 00 deg. 30 min. 07 sec. East, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner in the South line of the said 157.859 acre tract and the North right-of-way line of F.M. Highway 720;

THENCE South 89 deg. 26 min. 34 sec. West, along the said North right-of-way line, a distance of 1212.75 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the North right-of-way line of F.M. Highway 720 as follows:

North 01 deg. 17 min. 33 sec. West, a distance of 509.08 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 49 min. 01 sec. West, a distance of 555.13 feet to the POINT OF BEGINNING and containing 258.695 acres of land, more or less.

TRACT 13

BEING all that tract of land in the City of McKinney, Collin County, Texas, a part of the John Phillips Survey, Abstract No. 718, and being a part of a 160.081 acre tract of land conveyed to Craig Ranch II, L.P. as recorded in Volume 4952, Page 1219, Collin County Deed Records, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the northwest corner of said 160.081 acre tract, said point being in the east line of a tract of land described as Tract One, conveyed to Craig Ranch II, L.P. as described in Volume 4757, Page 2174, Collin County Deed Records, said point being in the center of County Road No. 148 (a asphalt road);

THENCE North 89 degrees 09 minutes 05 seconds East, 418.20 feet along the north line of said 160.081 acre tract of land to a one-half inch iron rod set for the POINT OF BEGINNING, said point being in the south line of a tract of land conveyed to Collin Investments, Ltd. as recorded in Clerk's Document Number 95-0001950, Collin County Deed Records;

THENCE North 89 degrees 09 minutes 05 seconds East, 685.35 feet along the north line of said 160.081 acre tract of land and the south line of said Collin Investments tract of land to a one-half inch iron rod set for corner;

THENCE South 18 degrees 44 minutes 03 seconds East, 143.17 feet to a one-half inch iron rod set for corner;

THENCE South 12 degrees 32 minutes 05 seconds East, 81.27 feet to a one-half inch iron rod set for corner;

THENCE South 02 degrees 17 minutes 30 seconds East, 73.51 feet to a one-half inch iron rod set for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, 126.37 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 117.60 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 15 minutes 48 seconds East, 184.07 feet to a one-half inch iron rod set for corner;

THENCE South 13 degrees 00 minutes 02 seconds East, 196.00 feet to a one-half inch iron rod set for corner;

THENCE South 17 degrees 02 minutes 44 seconds East, 190.53 feet to a one-half inch iron rod set for corner;

TRACT 13

THENCE South 04 degrees 34 minutes 34 seconds East, 73.69 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 32 minutes 28 seconds West, 81.95 feet to a one-half inch iron rod set for corner;

THENCE South 10 degrees 29 minutes 47 seconds West, 80.68 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 45 minutes 01 seconds East, 77.29 feet to a one-half inch iron rod set for corner;

THENCE South 52 degrees 42 minutes 34 seconds East, 77.59 feet to a one-half inch iron rod set for corner;

THENCE South 41 degrees 30 minutes 37 seconds East, 102.01 feet to a one-half inch iron rod set for corner;

THENCE South 23 degrees 58 minutes 22 seconds East, 86.82 feet to a one-half inch iron rod set for corner;

THENCE South 04 degrees 38 minutes 16 seconds East, 109.07 feet to a one-half inch iron rod set for corner;

THENCE South 14 degrees 28 minutes 37 seconds East, 94.07 feet to a one-half inch iron rod set for corner;

THENCE South 48 degrees 54 minutes 51 seconds East, 183.30 feet to a one-half inch iron rod set for corner;

THENCE South 46 degrees 51 minutes 41 seconds East, 128.91 feet to a one-half inch iron rod set for corner;

THENCE South 33 degrees 14 minutes 40 seconds East, 101.88 feet to a one-half inch iron rod set for corner;

THENCE South 25 degrees 06 minutes 47 seconds East, 97.37 feet to a one-half inch iron rod set for corner;

THENCE South 64 degrees 53 minutes 13 seconds West, 1173.25 feet to a one-half inch iron rod set for corner, said iron being in the south line of said 160.081 acre tract of land and in the north line of a tract of land conveyed to Johnson Centre, LTD. as recorded in Volume 4505, Page 2460, Collin County Deed Records;

THENCE South 89 degrees 02 minutes 33 seconds West, 713.95 feet along the south line of said

TRACT 13

160.081 acre tract of land and the north line of said Johnson tract of land to a five-eighths inch iron rod found for the southwest corner of said 160.081 acre tract of land, and being the northwest corner of said Johnson tract of land, and being in the east line of a tract of land conveyed to Windswept Place South, LTD. as recorded in Clerk's Document Number 96-0006543, Collin County Deed Records, said point being in the center of County Road No. 148;

THENCE North 00 degrees 56 minutes 39 seconds West, 481.50 feet passing a one-half inch iron rod found for the northeast corner of said Windswept Place South tract of land, said point being the southeast corner of a tract of land conveyed to Windswept Place North, LTD. as recorded in Clerk's Document Number 96-0006535, Collin County Deed Records, in all a total distance of 1358.44 feet along the west line of said 160.081 acre tract of land and along the center of said County Road No. 148 to a five-eighths inch iron rod found for the northeast corner of said Windswept Place North tract of land, said point being the southeast corner of said Tract One;

THENCE North 01 degrees 18 minutes 37 seconds West, 747.93 feet along the west line of said 160.081 acre tract of land and along the east line of said Tract One, and along the center of said County Road No. 148 to a one-half inch iron rod set for corner;

THENCE North 88 degrees 49 minutes 14 seconds East, 413.65 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 50 minutes 55 seconds West, 562.85 feet to the POINT OF BEGINNING and containing 3,267,315 square feet or 75.007 acres of land, more or less.

TRACT 14

BEING a 47.300 acre tract of land situated in the John W. Roberts Survey, Abstract Number 762, in the City of McKinney, Collin County, Texas and being a portion of a 10.000 acre tract of land described in a deed to Betty C. Williams recorded in Volume 3044, Page 916 of the Deed Records of Collin County, Texas (DRCCT) and being a portion of a 60.000 acre tract of land described in deed to William R. Wines recorded in Volume 4173, Page 2654 (DRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the southeast corner of a 28.132 acre tract of land according to the deed recorded in Volume 4558, Page 617 (DRCCT) and being located in the westerly line of said 60.000 acre tract of land and being located in the new right-of-way line of State Highway No. 121 (a variable width right-of-way) described in a deed to the State of Texas recorded in Volume 4577, Page 2372 (DRCCT);

THENCE departing the new right-of-way line of said State Highway No. 121 North 00 degrees 02 minutes 25 seconds East a distance of 2,142.99 feet to a 5/8 inch iron rod set for the northwest corner of said 60.000 acre tract of land and being the northeast corner of said 28.132 acre tract of land and being located in the southerly line of a 39.1735 acre tract of land according to the deed recorded in Collin County Clerk's File No. 93-0099696 (DRCCT);

THENCE along the northerly line of said 60.000 acre tract of land North 89 degrees 57 minutes 45 seconds East a passing distance of 607.82 feet to the southeast corner of said 39.1735 acre tract of land and the southwest corner of a tract of land described as "The Estate of Robert William Floyd, Deceased" according to the deed recorded in Volume 3878, Page 1487 (DRCCT), in all, a total distance of 761.79 feet to a 5/8 inch iron rod set for corner located in the future centerline of Stacy Road (a proposed 130 feet wide right-of-way);

THENCE along the centerline of said future Stacy Road South 24 degrees 51 minutes 10 seconds East a distance of 1,577.77 feet to a 5/8 inch iron rod set for corner in the new right-of-way line of said State Highway No. 121 according to the deed recorded in Volume 4552, Page 1366 (DRCCT);

THENCE along the new right-of-way line of said State Highway No. 121 as follows:

South 65 degrees 08 minutes 50 seconds West a distance of 74.42 feet to a concrete monument (Tx DOT No. 798) found for corner;

South 28 degrees 16 minutes 39 seconds West a distance of 25.00 feet to a 5/8 inch iron rod set for corner;

South 65 degrees 08 minutes 50 seconds West a passing distance of 71.23 feet to a concrete monument (Tx DOT No. 805) found for corner located in the westerly line of said 10.000 acre tract of land and the easterly line of said 60.000 acre tract of land, in all, a total distance of 460.31 feet to a concrete monument (Tx DOT No. 779) found for corner;

TRACT 14

THENCE South 68 degrees 20 minutes 41 seconds West a distance of 333.72 feet to a 5/8 inch iron rod set for corner;

THENCE South 61 degrees 05 minutes 31 seconds West a distance of 707.33 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 47.300 acres or 2,060,406 square feet of land, more or less.

TRACT 15

BEING all that tract of land in the City of McKinney, Collin county, Texas, a part of the George White Survey, Abstract No. 993, a part of a 45.643 acre tract of land conveyed to Rowlett 46, LLC as recorded in Volume 4963, Page 3243, Collin county Deed Records, and being further described as follows:

BEGINNING at a one and one-half inch iron pipe found at the southeast corner of said 45.643 acre tract, said point being the southwest corner of a tract of land conveyed to Craig Ranch II, L.P. described as Tract 4 as recorded in Volume 4757, Page 2174, Collin County Deed Records, said point being in the North line of F.M. 720 (80 foot right-of-way);

THENCE South 89 degrees 05 minutes 06 seconds West, along the south line of said 45.643 acre tract and the north line of F.M. 720, passing at 139.76 feet a five-eighths inch iron rod found, in all a total distance of 323.04 feet to the southwest corner of said 45.643 acre tract; said point being in the centerline of Rowlett Creek;

THENCE along the centerline of Rowlett Creek and the west line of said 45.643 acre tract as follows:

North 28 degrees 05 minutes 59 seconds West, 441.17 feet to a point for corner;

North 26 degrees 29 minutes 21 seconds West, 626.18 feet to a point for corner;

North 22 degrees 28 minutes 57 seconds West, 170.56 feet to a point for corner;

North 16 degrees 24 minutes 12 seconds West, 107.20 feet to a point for corner;

North 21 degrees 22 minutes 13 seconds West, 89.29 feet to a point for corner;

North 13 degrees 14 minutes 12 seconds West, 117.11 feet to a point for corner;

North 12 degrees 53 minutes 16 seconds East, 84.08 feet to a point for corner;

North 30 degrees 25 minutes 44 seconds East, 101.32 feet to a point for corner;

North 28 degrees 47 minutes 35 seconds East, 202.47 feet to a point for corner;

North 03 degrees 22 minutes 54 seconds West, 136.67 feet to a point for corner;

North 09 degrees 23 minutes 44 seconds West, 174.74 feet to a point for corner;

North 17 degrees 51 minutes 01 seconds West, 153.75 feet to a point for corner;

North 29 degrees 19 minutes 14 seconds West, 155.76 feet to a point for corner;

North 14 degrees 02 minutes 10 seconds West, 81.82 feet to a point for corner;

North 01 degrees 40 minutes 15 seconds East, 164.74 feet to the northwest corner of said 45.643 acre tract;

THENCE North 89 degrees 03 minutes 46 seconds East, along the north line of said 45.643 acre tract, passing at 122.15 feet a five-eighths inch iron rod found, in all a total

(Continued)

TRACT 15

LEGAL DESCRIPTION

distance of 395.47 feet to a one-half inch iron rod found at the northwest corner of a tract of land conveyed to Frisco Independent School District, described as Tract 1 as recorded in Volume 5025, Page 827, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 518.63 feet to a one-half inch iron rod found at the southwest corner of said Tract 1;

THENCE North 89 degrees 42 minutes 29 seconds East, 563.75 feet to a one-half inch iron rod found at the southeast corner of said Tract 1, said point being in the east line of said 45.643 acre tract, said point being in the west line of a tract of land conveyed to D.R. Horton-Texas, Ltd. as recorded in Volume 4899, Page 1171, Collin County Deed Records;

THENCE South 00 degrees 17 minutes 31 seconds East, 2074.58 feet along the east line of said 45.643 acre tract to the POINT OF BEGINNING and containing 1,694,028 square feet or 38.890 acres of land.

TRACT 16

BEING a 18.069 acre tract of land out of the R.C. Ingraham Survey, Abstract No. 461, in Collin County, Texas and being part of the 157.859 acre tract of land described as Tract Four in deed to Craig Ranch II, Ltd., recorded in County Clerk's File No. 2000-0103212 of the Land Records of Collin County, Texas, and being more particularly described as follows (Bearings system based on the monuments found along the northerly right-of-way line of State Highway 121 per the map at TxDOT):

BEGINNING at a 5/8 inch KHA capped iron rod set in the called West line of County Road No. 154 for the North right-of-way line of F.M. Highway 270 for the Southeast corner of the said 157.859 acre tract;

THENCE along the said North right-of-way line as follows:

South 89 deg. 29 min. 34 sec. West, a distance of 670.56 feet to a 5/8" KHA capped iron rod set for corner;

South 89 deg. 26 min. 34 sec. West, a distance of 217.80 feet to a 5/8" KHA capped iron rod set for corner;

THENCE leaving the said North right-of-line as follows:

North 00 deg. 30 min. 07 sec. West, a distance of 889.47 feet to a 5/8" KHA capped iron rod set for corner;

North 89 deg. 33 min. 04 sec. East, a distance of 882.66 feet to a 5/8" KHA capped iron rod set in the called West line of County Road No. 154;

THENCE South 00 deg. 52 min. 11 sec., along the called West line of County Road No. 154, a distance of 888.39 feet to the POINT OF BEGINNING and containing 18.069 acres of land, more or less.

12 acres

SITUATED in the State of Texas, County of Collin, being part of the G.S. Baccus Survey, Abstract No. 95, being all of a 12.00 acre tract of land recorded in Volume 4067, Page 100 (CC# 97-0109749)of the Collin County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Custer Road (F M. Highway 2478 - 120 foot R.O.W.) marking the southwest corner of the premises herein described and the southwest corner of said 12 acre tract;

THENCE with the east right-of-way line of Custer Road, the west line of said premises and the west line of said 12 acre tract as follows:

North 00°11'08" East, 462.17 feet to a capped R.O.W. Monument found for corner;

North 00°02'29" East, 62.26 feet to a capped iron rod found (stamped R P.L.S. 4051) marking the northwest corner of said premises;

THENCE departing said east right-of-way line and along the north line of said premises, North 89°47'08" East, 993.52 feet to a capped iron rod found (stamped R.P.L S. 4051) marking its northeast corner;

THENCE with the east line of said premises, South 00°11'08" West, 528.01 feet to a capped iron rod found (stamped R.P.L.S. 4051) marking its southeast corner in the south line of said 50 acre tract;

THENCE with the south line of said premises and the south line of said 50 acre tract, South 89°59'31" West, 993.34 feet to the place of beginning and containing 522,720 square feet or 12.00 acres of land, more or less.

TRACT I: 23 acres

SITUATED in the State of Texas, County of COLLIN, being part of G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 35 acre tract of land recorded in Volume 4354, Page 1799 of the COLLIN County Land Records with said premises being more particularly described as follows:

BEGINNING at a point in the centerline of F. M. Road No. 720 marking the Northeast corner of said 35 acre tract, from which a 1/2 inch iron rod set for reference bears South 00 degrees 30 minutes 58 seconds West, 40.00 feet;

THENCE departing said roadway along the East line of said 35 acre tract and the West line of a McKinney SPCA Addition as follows:

South 00 degrees 30 minutes 58 seconds West, passing at 40.00 feet said reference 1/2 inch iron rod, passing at 45.00 feet a 5/8 inch reference iron rod and continuing for a total distance of 539.45 feet to a 1/2 inch iron rod found;

South 00 degrees 10 minutes 30 seconds West, 856.24 feet to a 1/2 inch iron rod found marking the Southeast corner of said 35 acre tract, the Southwest corner of said addition, and being in the North line of a 79.542 acre tract recorded in Volume 4757, Page 2157 of the COLLIN County Land Records;

THENCE with the South line of said 35 acre tract and the North line of said 79.542 acre tract, South 89 degrees 59 minutes 31 seconds West, 559.49 feet to a Roome 1/2 inch capped iron set marking the Southwest corner of said premises and the Southeast corner of a 12.00 acre tract recorded under County Clerk No. 97-0109749 of the COLLIN County Land Records;

THENCE with a West line of said premises and the East line of said 12.00 acre tract, North 00 degrees 11 minutes 08 seconds East, 528.01 feet to a Roome 1/2 inch capped iron set marking an interior of said premises and the Northeast corner of said 12.00 acre tract;

THENCE with a South line of said premises and the North line of said 12.00 acre tract, South 89 degrees 47 minutes 08 seconds West, 340.17 feet to a Roome 1/2 inch capped iron set marking the most Westerly Southwest corner of said premises, an interior corner of said 35 acre tract and the Southwest corner of a 15.00 acre tract of land recorded in Volume 4422, Page 1179 of the COLLIN County Land Records;

THENCE with the Westerly line of said premises, 35 acre tract and the Easterly line of said 15.00 acre tract as follows:

North 00 degrees 12 minutes 52 seconds West, 250.06 feet to a Roome 1/2 inch capped iron set;

North 44 degrees 47 minutes 08 seconds East, 220.00 feet to a Roome 1/2 inch capped iron set;

North 00 degrees 12 minutes 52 seconds West, passing at 430.00 feet a Roome 1/2 inch capped iron set for reference and continuing for a total distance of 470.00 feet to the Northwest corner of said premises in the centerline of F.M. 720;

THENCE with the centerline of F.M. 720 along the North line of said 35 acre tract, North 89 degrees 47 minutes 08 seconds East, 753.17 feet to the POINT OF BEGINNING and containing 23.00 acres of land, more or less.

TRACT II:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed dated September 23, 1997, executed by Gallatin Partnership Fund, Ltd., to Presbyterian Investors Fund, Inc., filed September 29, 1997, recorded under County Clerk's file number 97-0081808 (Volume 4007, Page 991), Deed Records of COLLIN County, Texas;

Situated in the State of Texas, County of COLLIN, being part of the G. S. BACCUS SURVEY, ABSTRACT NO. 95, being part of a 50 acre tract of land recorded under County Clerk No. 94-0103349 of the COLLIN County Deed Records and being more particularly described as follows:

COMMENCING for reference at the Northeast corner of said 50 acre tract, said corner being in the approximate centerline of F.M. Road No. 720;

THENCE with the approximate centerline of F.M. Road No. 720 and the North line of said 50 acre tract, South 89 degrees 47 minutes 08 seconds West, 752.72 feet to a point;

THENCE departing said centerline and North line of said 50 acre tract, South 00 degrees 12 minutes 52 seconds East, 40.00 feet to the POINT OF BEGINNING and the Northeast corner of the premises herein described, said corner being in the South line of said 1.436 acre road easement;

THENCE with the East line of said premises, South 00 degrees 12 minutes 52 seconds East, 15.00 feet to the Southeast corner of said premises;

THENCE parallel with and 15 feet South of the South line of said 1.436 acretract, South 89 degrees 47 minutes 08 seconds West, 764.23 feet to a corner clip;

THENCE South 45 degrees 08 minutes 24 seconds West, 29.67 feet to a point 15 feet East of the East right-of-way line of Custer Road;

THENCE parallel to and 15 feet East of the East right-of-way line of Custer Road as follows:

South 00 degrees 02 minutes 29 seconds West, 181.30 feet;

South 00 degrees 50 minutes 13 seconds West, 360.03 feet;

South 00 degrees 02 minutes 29 seconds West, 258.51 feet to a point marking its most Southerly Southeast corner;

THENCE with the most Southerly South line of said premises, South 89 degrees 47 minutes 08 seconds West, 15.00 feet to a capped iron rod found (stamped R.P.L.S. 4051) in the East right-of-way line of Custer Road and the Westline of said 50 acre tract;

THENCE with the East right-of-way line of Custer Road and the West line of said 50 acre tract as follows:

North 00 degrees 02 minutes 29 seconds East, 258.58 feet;

North 00 degrees 50 minutes 13 seconds East, 360.03 feet;

North 00 degrees 02 minutes 29 seconds East, 187.53 feet to a corner clip;

THENCE North 45 degrees 08 minutes 24 seconds East, 42.05 feet to a point in the South line of said 1.436 acre road easement;

THENCE with the South line of said 1.436 acre tract, North 89 degrees 47 minutes 08 seconds East, 770.39 feet to the PLACE OF BEGINNING and CONTAINING 24,092 square feet or 0.553 acre of land,

more or less.

TRACT III:

Non-exclusive easement for utility purposes over and across the following described property created in Special Warranty Deed, executed by 158 Custer, Ltd., to Gallatin Partnership Fund, Ltd., recorded under County Clerk's File No. 94-0103349, Land Records, COLLIN County, Texas:

SITUATED in COLLIN County, Texas, in the G. S. BACCUS SURVEY, ABSTRACT NO. 95, being a resurvey of part of the 162.75 acres of land First Tract as described in a Deed from S. P. Bush, et al to Mrs. Pricie Allen dated December 7, 1915, recorded in Volume 192, Page 154 of the COLLIN County Deed Records, being described by metes and bounds as follows:

COMMENCING at a point in the North line of said Baccus Survey, in the center of Farm Road No 720, at the Northeast corner of said 162.75 acre tract and the Northwest corner of a 74.993 acre tract;

THENCE South 0 degrees 14 minutes 35 seconds East, 40.0 feet to an existing iron pin found beside a corner post, in the East line of said 162.75 acre tract and in the South right of way line easement of Farm Road No. 720 for a PLACE OF BEGINNING;

THENCE South 0 degrees 14 minutes 35 seconds East, 15.0 feet with said East line to a point for a corner;

THENCE South 89 degrees 47 minutes 09 seconds West, 858.99 feet to a point in the East line of the 2.00 acres of land described in a Deed from Pricie Bush Allen to Clarence Lee Reynolds, Sr. recorded in Volume 735, Page 669 of the COLLIN County Deed Records;

THENCE North 0 degrees 27 minutes East, 15.0 feet with said East line to an existing iron pin found at the Northeast corner of said 2.00 acre tract, in the South right of way line easement of Farm Road No. 720 for a corner;

THENCE North 89 degrees 47 minutes 09 seconds East, 858.8 feet with said South right of way line easement to the PLACE OF BEGINNING and CONTAINING 0.2957 acre of land, more or less.

CRAIG RANCH NORTH

BEING ALL OF THE REAL PROPERTY described in Appendix A of the Declaration of Covenants, Conditions and Restrictions for Craig Ranch North, recorded on December 6, 2002, as Document No. 2002-0180938, In Volume 05311, Page 00445, Real Property Records, Collin County, Texas, as supplemented by the annexation instruments recorded on July 2, 2003, as Document No. 2003-0125076, In Volume 5451, Page 005491; on March 5, 2004, as Document No. 2004-0031143, In Volume 5620, Page 01974; and on September 8, 2005, as Document No. 2005-0126338, In Volume 05998, Page 04558, Real Property Records, Collin County, Texas, which real property has been (or is being) platted as follows:

PHASE 1A - Record Plat, Craig Ranch North, Phase 1A, recorded on October 22, 2002, as Document No. 2002-0152740, in Cabinet O, Slide 204, Plat Records, Collin County, Texas, including common areas and the following 70 house lots:

BLOCK A: LOTS 1 - 9
BLOCK B: LOTS 1 - 15
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 18
BLOCK E: LOTS 1 - 5
BLOCK F: LOTS 1 - 7

PHASE 1B - Record Plat, Craig Ranch North, Phase 1B, recorded on October 23, 2002, as Document No. 2002-0154261, in Cabinet O, Slide 214, Plat Records, Collin County, Texas, including common areas and the following 102 house lots:

BLOCK E: LOTS 6 - 18
BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 1 - 12
BLOCK I: LOTS 1 - 14
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 22
BLOCK L: LOTS 2 - 9
BLOCK M: LOTS 1 - 6

PHASE 2A - Record Plat, Craig Ranch North, Phase 2A, recorded on May 2, 2003, as Document No. 2003-0080586, in Cabinet O, Slide 537, Plat Records, Collin County, Texas, including common areas and the following 119 house lots:

BLOCK L: LOTS 10 - 21
BLOCK M: LOTS 7 - 16
BLOCK N: LOTS 7 - 10
BLOCK T: LOTS 1 - 20
BLOCK U: LOTS 1 - 26
BLOCK W: LOTS 1 - 26
BLOCK X: LOTS 11 - 20
BLOCK Z: LOTS 20 - 30

PHASE 2B - Record Plat, Craig Ranch North, Phase 2B, recorded on November 4, 2003, as Document No. 2003-0219228, in Cabinet P, Slide 259, Plat Records, Collin County, Texas, including common areas and the following 104 house lots:

BLOCK AA: LOTS 1 - 25
BLOCK AB: LOTS 1 - 24
BLOCK AC: LOTS 1 - 24
BLOCK AD: LOTS 1 - 22
BLOCK AE: LOTS 14 - 22

PHASE 2C - Record Plat, Craig Ranch North, Phase 2C, recorded on May 2, 2003, as Document No. 2003-0080579, in Cabinet O, Slide 535, Plat Records, Collin County, Texas, including common areas and the following 88 house lots:

BLOCK M: LOTS 17 - 20
BLOCK N: LOTS 1 - 6
BLOCK O: LOTS 1 - 20
BLOCK Q: LOTS 1 - 22
BLOCK R: LOTS 1 - 19
BLOCK S: LOTS 1 - 17

PHASE 3 - Record Plat, Craig Ranch North, Phase 3, recorded on September 23, 2004, as Document No. 2004-0140343, in Cabinet P, Slide 905, Plat Records, Collin County, Texas, including common areas and the following 60 house lots:

BLOCK CG: LOTS 1 - 10
BLOCK CH: LOTS 1 - 14
BLOCK CI: LOTS 1 - 6
BLOCK CJ: LOTS 1 - 4
BLOCK CK: LOTS 1 - 10
BLOCK CL: LOTS 1 - 10
BLOCK CM: LOTS 1 - 6

PHASE 4 - Record Plat, Craig Ranch North, Phase 4, recorded on April 13, 2004, as Document No. 2004-0051837, in Cabinet P, Slide 594, Plat Records, Collin County, Texas, including common areas and the following 92 house lots:

BLOCK Y: LOTS 1 - 4
BLOCK Z: LOTS 1 - 19
BLOCK AE: LOTS 1 - 13
BLOCK AF: LOTS 1 - 22
BLOCK AG: LOTS 1 - 30
BLOCK AH: LOTS 1 - 4

PHASE 5 - Record Plat, Craig Ranch North, Phase 5, recorded on September 30, 2004, as Document No. 2004-0143396, in Cabinet P, Slide 921, Plat Records, Collin County, Texas, including common areas and the following 108 house lots:

BLOCK N: LOTS 11 - 20
BLOCK X: LOTS 1- 10 + 21
BLOCK Y: LOTS 5 - 22
BLOCK AH: LOTS 5 - 22
BLOCK AJ: LOTS 1 - 16
BLOCK AK: LOTS 1 - 18
BLOCK AL: LOTS 1 - 17

PHASE 6 - Record Plat, Craig Ranch North, Phase 6, recorded on July 8, 2004, as Document No. 2004-0100795, in Cabinet P, Slide 767, Plat Records, Collin County, Texas, including common areas and the following 123 house lots:

BLOCK G: LOTS 52 - 59
BLOCK Q: LOTS 14 - 17
BLOCK S: LOTS 10 - 14
BLOCK T: LOTS 10 - 16
BLOCK W: LOTS 15 - 27
BLOCK X: LOTS 1 - 30
BLOCK Y: LOTS 1 - 19
BLOCK Z: LOTS 1 - 16
BLOCK AA: LOTS 1 - 21

PHASE 7 - Record Plat, Craig Ranch North, Phase 7, recorded on April 20, 2005, as Document No. 2005-0051425, in Cabinet Q, Slide 323, Plat Records, Collin County, Texas, including common areas and the following 141 house lots:

BLOCK G: LOTS 37 - 48
BLOCK K: LOTS 12 - 15
BLOCK Q: LOTS 1 - 13 + 18 - 27
BLOCK R: LOTS 2 - 6
BLOCK S: LOTS 1 - 9 + 15 - 27
BLOCK T: LOTS 1 - 9 + 17 - 28
BLOCK U: LOTS 11 - 21
BLOCK V: LOTS 1 - 25
BLOCK W: LOTS 1 - 14 + 28 - 31

PHASE 8 - Record Plat, Craig Ranch North, Phase 8, recorded on April 20, 2005, as Document No. 2005-0051426, in Cabinet Q, Slide 325, Plat Records, Collin County, Texas, including common areas and the following 115 house lots:

BLOCK F: LOTS 8 - 18
BLOCK G: LOTS 11 - 36
BLOCK H: LOTS 1 - 19
BLOCK J: LOTS 1 - 16
BLOCK K: LOTS 1 - 11 + 16 - 26
BLOCK L: LOTS 1 - 11
BLOCK U: LOTS 1 - 10

PHASE 9 - Record Plat, Craig Ranch North, Phase 9, recorded on October 20, 2005, as Document No. 2005-0148539, in Cabinet R, Slide 085, Plat Records, Collin County, Texas, including common areas and the following 103 house lots:

BLOCK A: LOTS 1 - 21
BLOCK B: LOTS 1 - 8
BLOCK D: LOTS 1 - 12
BLOCK E: LOTS 1 - 29
BLOCK F: LOTS 1 - 7 + 19 - 32
BLOCK G: LOTS 1 - 10
BLOCK H: LOTS 13 + 14

PHASE 10 - Record Plat, Craig Ranch North, Phase 10, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 115 house lots:

BLOCK B: LOTS 9 - 15
BLOCK C: LOTS 1 - 19
BLOCK D: LOTS 13 - 23
BLOCK L: LOTS 12 - 22
BLOCK M: LOTS 1 - 17
BLOCK N: LOTS 1 - 13
BLOCK P: LOTS 1 - 37

PHASE 11 - Record Plat, Craig Ranch North, Phase 11, to be recorded in the Plat Records, Collin County, Texas, including common areas and house lots, which may consist of the following 103 house lots:

BLOCK A: LOTS 1 - 52
BLOCK B: LOTS 1 - 8
BLOCK C: LOTS 1 - 16
BLOCK D: LOTS 1 - 5
BLOCK H: LOTS 1 - 12 + 15 - 24

(End of Exhibit A)

BEING all that certain lot, tract or parcel of land out of the George F. Lucas Survey, Abstract No. 540 and the Oliver Hedgecoxe Survey, Abstract No. 392 in the City of McKinney, Texas, and being all or parts of the property described in deed to Collin Investments, Limited (known as McKinney Ranch, Ltd.) (called 79.71 acres) as recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 81.85 acres) as recorded in County Clerks File Number 95-0001951 of the Land Records of Collin County, Texas, and the property described in deed to McKinney Ranch, Ltd., (called 1.0003 acres) as recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas, and also being a part of the property described in deed to TCI McKinney Ranch by deed recorded in Volume 6074 at Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the intersection of the proposed North right of way line of Collin McKinney Parkway as shown on the Preliminary Plat thereof, with the East line of County Road No. 148, said point being North 01° 18' 55" West at a distance of 60.00 feet from the Southwest corner of the aforesaid 79.71 acre tract recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas and also being the Southwest corner of said TCI McKinney Ranch property;

THENCE North 01° 19' 55" West along the West line of said TCI McKinney Ranch tract and following along the East line of said County Road No. 148 and passing the Northwest corner of said 79.71 acre tract, same being the Southwest corner of the aforementioned 81.85 acre tract conveyed to Collin Investments by deed recorded in County Clerks File Number 95-0001951 and continuing in all for a distance of 2427.63 feet to a 5/8" iron rod found for corner, same being the Southwest corner of the aforementioned 1.0003 acre tract of land conveyed to McKinney Ranch by deed recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas;

THENCE North 01° 14' 28" West along the West line of said 1.0003 acre tract and continuing along the East line of said County Road No. 148 for a distance of 249.84 feet to a 5/8" iron rod found for the intersection of said East line of County Road No. 148 and the South right of way line of Proposed Stacy Road;

THENCE North 89° 30' 36" East and departing the East line of said County Road No. 148 and following along the South line of said proposed Stacy Road for a distance of 515.14 feet to a 5/8" iron rod found for corner;

THENCE South and departing the South right of way line of Proposed Stacy Road for a distance of 462.98 feet to a point for corner;

THENCE South 20° 49' 06" East for a distance of 459.21 feet to a point for corner;

THENCE South 17° 21' 22" East for a distance of 702.04 feet to a point for corner;

THENCE South 15° 32' 27" East for a distance of 1001.36 feet to a 5/8" iron rod set for corner in the North right of way line of the aforesaid Proposed Collin McKinney Parkway;

THENCE South 89° 08' 52" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 1097.40 feet to the POINT OF BEGINNING, and CONTAINING 44.5294 ACRES OF LAND more or less.

BEING all that certain lot, tract or parcel of land out of the George F. Lucas Survey, Abstract No. 540 and the Oliver Hedgecoxe Survey, Abstract No. 392 in the City of McKinney, Texas, and being all or parts of the property described in deed to Collin Investments, Limited (now known as McKinney Ranch, Ltd.) (called 19.99 acres) as recorded in County Clerks File Number 93-009695 of the Land Records of Collin County, Texas, the property described in deed to Collin Investments, Limited (called 39.1735 acres) as recorded in County Clerks File Number 93-0099696 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 79.71 acres) as recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas, the property described in deed to Collin Investment, Limited (called 81.85 acres) as recorded in County Clerks File Number 95-0001951 of the Land Records of Collin County, Texas, and also being a part of the property described in deed to TCI McKinney Ranch by deed recorded in Volume 6074 at Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found for the intersection of the proposed North right of way line of Collin McKinney Parkway as shown on the Preliminary Plat thereof, with the East line of County Road No. 148, said point being North 01° 19' 55" West at a distance of 60.00 feet from the Southwest corner of the aforesaid 79.71 acre tract recorded in County Clerks File Number 95-0001950 of the Land Records of Collin County, Texas and also being the Southwest corner of said TCI McKinney Ranch property;

THENCE North 01° 19' 55" West along the West line of said TCI McKinney Ranch tract and following along the East line of said County Road No. 148 and passing the Northwest corner of said 79.71 acre tract, same being the Southwest corner of the aforementioned 81.85 acre tract conveyed to Collin Investments by deed recorded in County Clerks File Number 95-0001951 and continuing in all for a distance of 2427.63 feet to a 5/8" iron rod found for corner, same being the Southwest corner of the aforementioned 1.0003 acre tract of land conveyed to McKinney Ranch by deed recorded in Volume 5573 at Page 2572 of the Land Records of Collin County, Texas;

THENCE North 01° 14' 28" West along the West line of said 1.0003 acre tract and continuing along the East line of said County Road No. 148 for a distance of 249.84 feet to a 5/8" iron rod found for the intersection of said East line of County Road No. 148 and the South right of way line of Proposed Stacy Road;

THENCE North 89° 30' 36" East and departing the East line of said County Road No. 148 and following along the South line of said proposed Stacy Road for a distance of 515.14 feet to the POINT OF BEGINNING for this description, said point being the beginning of a curve to the right having a central angle of 63° 58' 19" with a radius of 3435.00 feet and a chord bearing South 58° 30' 14" East at a distance of 3639.13 feet;

THENCE Southeasterly and continuing along said curve and following along the Southwesterly right of way line of said proposed Stacy Road to the right for an arc distance of 3835.26 feet to a 5/8" iron rod found for corner;

THENCE South 21° 48' 21" East and continuing along the proposed Southwest right of way line of Stacy Road for a distance of 150.00 feet to a 5/8" iron rod found for corner;

THENCE South 25° 22' 06" East and continuing along the proposed Southwest right of way line of Stacy Road for a distance of 126.68 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 89° 57' 31" with a radius of 66.00 feet and a chord bearing South 19° 36' 52" West at a distance of 93.30 feet, said point also being the northerly terminus point of the aforesaid Collin McKinney Parkway as shown on the preliminary plat thereof;

THENCE Southwesterly along said curve to the right and following along the proposed North right of way line of Collin McKinney Parkway for a distance of 103.62 feet to a 5/8" iron rod found for corner;

THENCE South 64° 35' 38" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 60.48 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 01° 44' 05" with a radius of 2430.00 feet and a chord bearing South 65°27' 40" West at a distance of 73.57 feet;

THENCE Southwesterly along said curve to the right and continuing along the proposed North right of way line of Collin McKinney Parkway for an arc distance of 73.57 feet to a 5/8" iron rod found for corner;

THENCE South 64° 17' 30" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 150.62 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 19° 40' 20" with a radius of 2440.00 feet and a chord bearing South 79° 42' 04" West at a distance of 833.65 feet;

THENCE Southwesterly along said curve to the right and continuing along the proposed North right of way line of Collin McKinney Parkway for an arc distance of 837.76 feet to a 5/8" iron rod set for corner;

THENCE South 89° 32' 14" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 1241.95 feet to a 5/8" iron rod set for corner;

THENCE South 89° 08' 52" West and continuing along the proposed North right of way line of Collin McKinney Parkway for a distance of 221.38 feet to a 5/8" iron rod set for corner;
THENCE North 15° 32' 27" West for a distance of 1001.36 feet to a 5/8" iron rod set for corner in the North right of way line of the aforesaid Proposed Collin McKinney Parkway;

THENCE North 17° 21' 22" West for a distance of 702.04 feet to a point for corner;

THENCE North 20° 49' 06" West for a distance of 459.21 feet to a point for corner;

THENCE North for a distance of 462.98 feet to the POINT OF BEGINNING, and CONTAINING 123.9424 ACRES OF LAND more or less.

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 79.1201 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being all of Lot 1, Block A, McKinney Soccer Complex at Craig Ranch, an addition to the City of McKinney, Texas according to the plat recorded in Volume 2006, Page 842 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5006, Page 3635 of the said Deed Records; said 79.1201 acre tract being more particularly described as follows (bearing system is based on the said McKinney Soccer Complex at Craig Ranch addition):

BEGINNING, at a point in the northerly right-of-way line of Henneman Way (an 80-foot wide right-of-way); said point being the southwest corner of said Lot 1, Block A; said point also being the southeast corner of North Texas Athletic Complex at Craig Ranch, an addition to the City of McKinney according to the plat recorded in Cabinet P, Page 241 of the said Plat Records;

THENCE, departing the said northerly line of Henneman Way and along the common line between said McKinney Soccer Complex at Craig Ranch addition and said North Texas Athletic Complex at Craig Ranch addition, the following twenty one (21) calls:

North 25 degrees, 07 minutes, 42 seconds West, a distance of 57.36 feet to an angle point;

North 33 degrees, 15 minutes, 34 seconds West, a distance of 101.88 feet to an angle point;

North 46 degrees, 52 minutes, 35 seconds West, a distance of 128.91 feet to an angle point;

North 48 degrees, 55 minutes, 45 seconds West, a distance of 183.30 feet to an angle point;

North 14 degrees, 29 minutes, 31 seconds West, a distance of 94.07 feet to an angle point;

North 04 degrees, 39 minutes, 10 seconds West, a distance of 109.07 feet to an angle point;

North 23 degrees, 59 minutes, 16 seconds West, a distance of 86.82 feet to an angle point;

North 41 degrees, 31 minutes, 31 seconds West, a distance of 102.01 feet to an angle point;

North 52 degrees, 43 minutes, 28 seconds West, a distance of 77.59 feet to an angle point;

North 08 degrees, 45 minutes, 55 seconds West, a distance of 77.29 feet to an angle point;

North 10 degrees, 28 minutes, 53 seconds East, a distance of 80.68 feet to an angle point;

North 14 degrees, 31 minutes, 34 seconds East, a distance of 81.95 feet to an angle point;

North 04 degrees, 35 minutes, 28 seconds West, a distance of 73.69 feet to an angle point;

North 17 degrees, 03 minutes, 38 seconds West, a distance of 190.53 feet to an angle point;

North 13 degrees, 00 minutes, 56 seconds West, a distance of 196.00 feet to an angle point;

North 08 degrees, 16 minutes, 42 seconds West, a distance of 184.07 feet to an angle point;

North 13 degrees, 00 minutes, 57 seconds West, a distance of 117.60 feet to an angle point;

North 01 degrees, 19 minutes, 04 seconds East, a distance of 126.37 feet to an angle point;

North 02 degrees, 18 minutes, 24 seconds West, a distance of 73.51 feet to an angle point;

North 12 degrees, 32 minutes, 59 seconds West, a distance of 81.27 feet to an angle point;

North 18 degrees, 44 minutes, 57 seconds West, a distance of 80.12 feet to a point in the south right-of-way line of Collin McKinney Parkway (a 60-foot wide right-of-way); said point also being the northwest corner of said Lot 1, Block A;

THENCE, departing the said common line between McKinney Soccer Complex at Craig Ranch addition and North Texas Athletic Complex at Craig Ranch addition and along the said south line of Collin McKinney Parkway, the following three (3) calls:

North 89 degrees, 08 minutes, 11 seconds East, a distance of 220.07 feet to an angle point;

North 89 degrees, 31 minutes, 32 seconds East, a distance of 1242.79 feet to a point of the beginning of a tangent curve to the left;

In a northeasterly direction, along said curve to the left, having a central angle of 13 degrees, 45 minutes, 36 seconds, a radius of 2560.00 feet, a chord bearing and distance of North 82 degrees, 38 minutes, 44 seconds East, 613.33 feet, an arc distance of 614.80 feet to a point at the end of said curve;

THENCE, South 00 degrees, 38 minutes, 53 seconds East, departing the said south line of Collin McKinney Parkway and along the east line of said Lot 1, Block A and the east line of said VCIM Partners, L.P. tract, at a distance of 1062.09 feet passing a southeast corner of said Lot 1, Block A, continuing along said east line of VCIM Partners, L.P. tract in all a total distance of distance of 1517.16 feet to a point for corner in the said northerly line of Henneman Way;

THENCE, South 64 degrees, 52 minutes, 18 seconds West, along the said northerly line of Henneman Way, at a distance of 1011.54 feet passing a 1/2-inch iron rod found at a southeast corner of said Lot 1, Block A, continuing in all a total distance of 1546.05 feet to the POINT OF BEGINNING;

CONTAINING, 3,446,471 square feet or 79.1201 acres of land, more or less.

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 15.8615 acre tract of land situated in the John Phillips Survey, Abstract No. 718 and in the John W. Roberts Survey, Abstract No. 762, Collin County, Texas; said tract being part of Lot 2, Block A, Boston Pizzeria Highway 121 Addition, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet Q, Page 506 of the Plat Records of Collin County, Texas, part of the certain tract of land described in Deed to Craig Ranch II, L.P. recorded in Volume 4952, Page 1219 of the Deed Records of Collin County, Texas and part of that certain tract of land described in Deed to VCIM Partners, L.P. recorded in Volume 5006, Page 3635 of the said Deed Records; said 15.8615 acre tract being more particularly described as follows (bearing system is based on the south right-of-way line of Henneman Way recorded in Volume 2007, Page 298 of the said Plat Records):

BEGINNING, at a point for corner in the southerly right-of-way line of Henneman Way (an 80-foot wide right-of-way), said point being the northernmost corner of that certain tract of land described as Tract 11 in Community Charter For Craig Ranch recorded in Volume 5625, Page 1378 of the said Deed Records; said point also being in the northwest line of said Lot 2, Block A;

THENCE, North 64 degrees, 52 minutes, 06 seconds East, along the said southerly line of Henneman Way and said northwest line of Lot 2, Block A, at a distance of 56.90 feet passing the northernmost corner of said Lot 2, Block A, continuing along said southerly line of Henneman Way, in all a total distance of 1508.49 feet to a 5/8-inch iron rod found for corner; said point being in the west line of that certain tract of land described in Deed to McKinney Seven Holdings recorded in Volume 5911, Page 5133 of the said Deed Records; said point also being in the east line of said VCIM Partners, L.P. tract;

THENCE, South 00 degrees, 29 minutes, 27 seconds East, departing the said southerly line of Henneman Way and along the common line between said VCIM Partners, L.P. tract and said to McKinney Seven Holdings tract, a distance of 537.58 feet to a 5/8-inch iron rod found for corner in the northerly right-of-way line of State Highway No. 121;

THENCE, along the said northerly line of State Highway No. 121, the following five (5) calls:

South 60 degrees, 30 minutes, 28 seconds West, a distance of 192.15 feet to a concrete monument found at an angle point;

South 64 degrees, 36 minutes, 24 seconds West, a distance of 933.85 feet to a point for corner;

North 87 degrees, 35 minutes, 02 seconds West, a distance of 19.95 feet to a concrete monument found for corner;

South 25 degrees, 11 minutes, 16 seconds East, a distance of 9.31 feet to a concrete monument fond for corner;

South 64 degrees, 44 minutes, 11 seconds West, at a distance of 83.50 feet passing the easternmost corner of said Lot 2, Block A, continuing in all a total distance of 96.37 feet to a point for corner; said point also being the easternmost corner of said Tract 11;

THENCE, North 30 degrees, 10 minutes, 52 seconds West, departing the said northerly line of State Highway No. 121 and along the northeast line of said Tract 11, a distance of 509.79 feet to the POINT OF BEGINNING;

CONTAINING, 690,928 square feet or 15.8615 acres of land, more or less.

BEING a 108.412 acre tract of land situated in the George White Survey, Abstract Number 993 in the City of McKinney, Collin County, Texas and being a portion of a called 155.340 acre tract of land described by deed to Jerry A. and Sharon L. McCutchin as recorded in Volume 3440, Page 128 of the Deed Records of Collin County Texas (DRCCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 155.340 acre tract of land and being located in the east right-of-way line of Custer Road (FM 2478);

THENCE along the north line of said 155.340 acre tract of land, NORTH 89°40'41" EAST a distance of 1,645.40 feet to a point for corner near the center of Rowlett Creek;

THENCE departing the north line of said 155.340 acre tract of land and following the meanders of Rowlett Creek as follows:

SOUTH 01°49'15" WEST a distance of 164.74 feet to a point for corner;
SOUTH 13°53'10" EAST a distance of 81.82 feet to a point for corner;
SOUTH 29°10'14" EAST a distance of 155.76 feet to a point for corner;
SOUTH 17°42'01" EAST a distance of 153.75 feet to a point for corner;
SOUTH 09°14'44" EAST a distance of 174.74 feet to a point for corner;
SOUTH 03°13'54" EAST a distance of 136.67 feet to a point for corner;
SOUTH 28°56'35" WEST a distance of 202.47 feet to a point for corner;
SOUTH 30°34'44" WEST a distance of 101.32 feet to a point for corner;
SOUTH 13°02'16" WEST a distance of 84.08 feet to a point for corner;
SOUTH 13°05'12" EAST a distance of 117.11 feet to a point for corner;
SOUTH 21°13'13" EAST a distance of 89.29 feet to a point for corner;
SOUTH 16°15'12" EAST a distance of 107.20 feet to a point for corner;
SOUTH 22°19'57" EAST a distance of 170.56 feet to a point for corner;
SOUTH 26°20'21" EAST a distance of 626.18 feet to a point for corner;
SOUTH 27°49'06" EAST a distance of 425.79 feet to a point for corner located in the north line of a 1.140 acre right-of-way dedication for FM Road 720;

THENCE along the north line of said 1.140 acre right-of-way dedication for FM Road 720 as follows:

SOUTH 89°15'43" WEST a distance of 117.34 feet to a 5/8 inch iron rod found for the beginning of curve to the right having a radius of 1,335.00 feet and a chord bearing of North 89°26'33" West

Continuing along said curve to the right through a central angle of 02°35'24" for an arc length of 60.35 feet to a 5/8 inch iron rod found for the point of tangency;

NORTH 88°08'51" WEST a distance of 200.00 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,465.00 feet and a chord bearing of North 89°26'35" West;

Continuing along said curve to the left through a central angle of 02°35'25" for an arc length of 66.23 feet to a 5/8 inch iron rod found for the point of tangency;

SOUTH 89°15'43' WEST a distance of 1,270.16 feet to a 5/8 inch iron rod found for the beginning of a curve to the left having a radius of 1,165.00 feet and a chord bearing of South 87°35'25" West;

Continuing along said curve to the left through a central angle of 03°20'36" for an arc length of 67.98 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 85°55'07" WEST a distance of 124.41 feet to a 5/8 inch iron rod found for corner;

SOUTH 89°15'43" WEST a distance of 284.57 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 66.00 feet and a chord bearing of North 45°36'39" West;

Continuing along said curve to the right through a central angle of 90°15'30" for an arc length of 103.97 feet to a 1/2 inch iron rod found in the east right-of-way lie of said Custer Road (FM 2478) and being the west line of said 155.340 acre tract of land;

THENCE along the east right-of-way line of said Custer Road (FM 2478) as follows:

NORTH 00°24'00" WEST a distance of 141.37 feet to a 5/8 inch iron rod found for corner;
NORTH 00°52'39" WEST a distance of 600.02 feet to a 5/8 inch iron rod found for corner;
NORTH 00°24'00" WEST a distance of 1,787.14 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 108.412 acres or 4,722,412 square feet of land more or less.

LESS AND EXCEPT the following described tract of land:

BEING A 1.816 acre tract of land situated in the George White Survey, Abstract No. 993, City of McKinney, Collin County, Texas, and being a portion of a 108.412 acre tract of land conveyed to McKinney Seven Stacy, LP recorded in Clerk File 20070222000245990, Deed Records, Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set in the northerly right-of-way line of Stacy Road (F.M. No. 720) (a variable width of right-of-way) and being the most southerly southwest corner of said 108.412 acre tract, and also being the beginning of a curve to the right, having a radius of 66.00 feet and a chord bearing of NORTH 45°36'39" WEST;

THENCE along said curve to the right through a central angle of 90°15'30" for an arc length of 103.97 feet to a 1/2 inch iron rod found at the end of said curve and being the most westerly southwest corner of said 108.412 acre tract, and also being in the easterly right-of-way line of Custer Road (F.M. 2478) (a variable width right-of-way);

THENCE along the easterly right-of-way line of said Custer Road NORTH 00°24'00" WEST, a distance of 141.37 feet to a 5/8 inch iron rod set for an angle point, from which a Concrete Monument found for reference bears South 01°29'20" West, a distance of 3.50 feet;

THENCE continuing along the easterly right-of-way line of said Custer Road NORTH 00°52'39" WEST, a distance of 83.23 feet to a 5/8 inch iron rod set for corner;

THENCE departing the easterly right-of-way line of said Custer Road NORTH 89°15'43" EAST, a distance of 275.00 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 00°44'17" EAST, a distance of 290.90 feet to a 5/8 inch iron rod set for corner in the northerly right-of-way line of said Stacy Road;

THENCE along the northerly right-of-way line of said Stacy Road SOUTH 89°15'43" WEST, a distance of 209.63 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.816 acres or 79,126 square feet, more or less.

NOW KNOWN AS:

Lot 1, Block A, LOT 1, BLOCK A OF CUSTER-STACY ADDITION, an Addition to the City of McKinney, COLLIN County, Texas, according to the map or plat thereof recorded in 2007-629, of the Map and Plat Records of COLLIN County, Texas.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/22/2010 09:50:15 AM
$212.00 DLAIRD
20101122001275920

4716.0137

LANDSCAPE EASEMENT AGREEMENT

Effective Date: January 28, 2013

20130130000130530 01/30/2013 10:22:38 AM EM 1/10

Grantor: WATAN, L.C., a Texas limited liability company

Grantor's Mailing Address: 1525 Slocum Street, Dallas, Texas 75207-3603

Grantee: CRAIG RANCH COMMUNITY ASSOCIATION, a Texas non-profit corporation

Grantee's Mailing Address: 6850 TPC Drive, Suite 104, McKinney, Texas 75070

Easement Area: The Easement Area consists of property, being a 0.176 acre tract of land situated in the Elias Alexander Survey, Abstract Number 18, in the City of McKinney, Collin County, Texas, and being more fully described on EXHIBIT A and depicted on EXHIBIT B attached hereto and made a part hereof for all purposes.

Easement Purpose: The Easement will be a non-exclusive easement used solely for the construction, installation, placement, operation, maintenance, replacement, upgrade, and repair of a stone wall fence, landscaping and irrigation improvements and related facilities in, upon, and across the Easement Tract (the "Landscape Facilities").

Consideration: Ten and no/100 Dollars ($10.00) and other good and valuable consideration.

Reservations from and Exceptions to Conveyance and Warranty: Covenants, conditions, restrictions, and other matters of public record in existence on the Effective Date. Further, the Grantor reserves the right to construct improvements within the Easement Area so long as such improvements do not materially interfere with the Easement Purpose.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty grants to Grantee an easement (the "Easement") located over, upon and across the Easement Area for the Easement Purpose.

1. Grantee's Obligations.

(a) Grantee shall be solely responsible for the construction, maintenance, repair and upkeep of the Landscape Facilities located on the Easement Area, together with those portions of the Easement Area affected by Grantee's use of the Easement, except for damages caused by Grantor or its employees, agents, tenants, guests or invitees.

(b) Entry by Grantee onto the Easement Area and use of the Easement shall not materially interfere with Grantor's use of the Grantor's adjacent property, or the use or enjoyment of the Grantor's adjacent property by Grantor or its successors and assigns. After the initial construction of the Landscape Facilities and also after any later operation done or caused to be done by Grantee which affects the Grantor's adjacent property or any part thereof, Grantee shall promptly restore the surface grade and all other portions of the Grantor's adjacent property affected thereby to the same condition they were in prior to such operations. Grantee hereby

agrees to indemnify and defend Grantor (and its successors and assigns) and hold Grantor (and its successors and assigns) harmless from and against any and all claims, damages, injuries, losses, suits, costs and expenses (including attorneys' fees) in any way relating to or arising out of Grantee's use of the Easement, except for any loss or diminution in value attributable solely to the existence of the Easement.

2. Duration of Easement. The Easement shall be perpetual.

3. Exclusiveness of Easement. The Easement is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to this grant and does not interfere with the Easement Purpose.

4. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the grant of the Easement and the Easement Area, whether of title, fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement. GRANTEE ACCEPTS THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND ASSUMES ALL RISKS OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS.

5. No Assumption of Liability. Grantor, by granting the Easement, does not assume any responsibility with respect thereto, nor shall it at any time incur any liability for failure of Grantor or any other party to comply with any law, ordinance, regulation, or order with respect to the Easement, or the use of the Easement by Grantor.

6. Disclaimer of Agency. Grantee is not and shall not be construed as Grantor's agent in contracting for any improvements to the Easement Area, and Grantee shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the Easement or Easement Area. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all mechanics', materialmen's or other liens or claims (and all costs and expenses associated therewith including, without limitation, attorney's fees and court costs) asserted, filed or arising from any work performed by or on behalf of Grantee on the Grantor's adjacent property.

7. Taxes. Grantor shall remain liable for all taxes, assessments, and other impositions which may be lawfully assessed, levied, or imposed upon the Easement Area.

8. Grantor's Remedies. In addition to all other remedies available to Grantor under law and equity, in the event Grantee fails to discharge any obligation with respect to the Easement and other rights herein granted, then in such event Grantor may (but shall not be obligated to) discharge the same and, if it does so, recover from Grantee all its actual and reasonable costs and expenses of doing so. In any event, Grantee shall reimburse Grantor for all actual and reasonable costs associated with any attempts by Grantor to obtain Grantee's compliance with this Agreement, including attorney's fees and litigation costs.

9. Applicable Laws. Grantee's use of the Easement for the Easement Purpose is subject to all laws, ordinances, and required governmental permits.

10. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorneys' fees, and all other litigation expenses, including deposition costs, travel and expert witnesses' fees from the non-prevailing party.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

12. Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Collin County, Texas.

13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

14. Effect of Waiver or Consent. The failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other party of its provisions, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or the easement, or any parts thereof, or the rights of either party to thereafter enforce all provisions thereof. Moreover, no waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

15. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

16. Indemnity. EACH PARTY HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL LOSSES, COSTS (INCLUDING, WITHOUT LIMITATION, THE COSTS OF LITIGATION AND ATTORNEYS' FEES), CLAIMS, CAUSES OF ACTION, DAMAGES AND LIABILITIES THAT ARE ATTRIBUTABLE TO THE BREACH BY THE INDEMNIFYING PARTY OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

17. Integration. This Agreement contains the complete agreement between the parties regarding the subject matter hereof and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties, which are not expressly set forth herein.

18. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context as used in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

19. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail and addressed to the intended recipient at the address shown herein, and if such address is not known, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

20. Recitals. Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

21. Equitable Rights of Enforcement. In the event of any interference or threatened interference with the Easement, such Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefited hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

GRANTOR:

WATAN, L.C., a Texas limited liability company

By: _____
K. ASSAD TAZJOY, Manager

GRANTEE:

CRAIG RANCH COMMUNITY ASSOCIATION,
a Texas non-profit corporation

By: _____
MILES PRESTEMON, President

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 28th day of January, 2013, by K. ASSAD TAZJOY, Manager, of Watan, L.C., a Texas limited liability company, on behalf of said limited liability company.

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

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 28th day of January, 2013, by MILES PRESTEMON, President of Craig Ranch Community Association, a Texas non-profit corporation, on behalf of said corporation.

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

_____
Notary Public - State of Texas

JOINDER OF LIENHOLDER

That FIRST UNITED BANK AND TRUST COMPANY, a banking association ("First United"), the beneficiary of those certain: (i) Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents from WATAN, LC, a Texas limited liability company, to GREG MASSEY, Trustee, dated 02/03/2010, filed 02/05/2010, recorded in cc# 20100205000123020, Real Property Records of Collin County, Texas, securing a promissory note in the principal sum of $50,000.00, payable to FIRST UNITED BANK AND TRUST COMPANY, and securing other indebtedness as described therein, if any, and any and all modifications thereof; (ii) Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents from WATAN, LC, a Texas limited liability company, to GREG MASSEY, Trustee, dated 05/18/2011, filed 05/25/2011, recorded in cc# 20110525000535640, Real Property Records, Collin County, Texas, securing a promissory note in the principal sum of $249,872.00, payable to FIRST UNITED BANK AND TRUST COMPANY, and securing other indebtedness as described therein, if any, and any and all modifications thereof; and (iii) Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents from WATAN, LC, a Texas limited liability company, to GREG MASSEY, Trustee, dated 04/24/2009, filed 07/09/2009, recorded in cc# 20090709000858560, Real Property Records, Collin County, Texas, securing three (3) promissory notes in the principal sums of $1,450,000.00, $330,000.00, and $50,000.00, payable to FIRST UNITED BANK AND TRUST COMPANY, and securing other indebtedness as described therein, if any, and any and all modifications thereof, hereby consents to the foregoing Landscape Easement Agreement and subordinates to such Easement and the rights of the Grantee thereunder, all liens and rights First United has in regard to the property encumbered by such Easement.

Executed to be **EFFECTIVE** as of the date of this Landscape Easement Agreement.

FIRST UNITED BANK AND TRUST COMPANY,
a banking association

By: William C. Roher
Name: William C. Roher
Title: SVP

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 29th day of January, 2013, by William CRoher, SVP of FIRST UNITED BANK AND TRUST COMPANY, a banking association, on behalf of said banking association.

FELICIA ANN EVERIDGE
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/10/2013

Felicia Everidge
Notary Public - State of Texas

AFTER RECORDING RETURN TO:

Mr. Miles Prestemon
Craig Ranch Community Association
6850 TPC Dr., Suite 104
McKinney, TX 75070
4716.0137

EXHIBIT A

Easement Area

BEING a 0.176 acre tract of land situated in the Elias Alexander Survey, Abstract Number 18, in the City of McKinney, Collin County, Texas and being a portion of a 33.694 acre tract of land recorded in Clerk's File No. 93-0071458 of the Official Public Records Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the northeast corner of the herein described tract of land and being located in the south line of Paradise Drive (80' wide) and being the northwest corner of Block "F" of the Amending Plat of the Estates at Craig Ranch West, Phase 2 according to the plat recorded in Cabinet 2011, Page 284 of the Plat Records of Collin County, Texas;

THENCE departing the south line of said Paradise Drive and following the west line of said Block F, SOUTH 00°21'35" EAST a distance of 511.34 feet to a point corner located in the south line of said 33.694 acre tract of land and the north line of said 7.046 acre tract of land;

THENCE departing the west line of said Block F, and continuing along the south line of said 33.694 acre tract of land and the north line of said 7.046 acre tract of land NORTH 89°24'08" WEST a distance of 15.00 feet to a point for corner;

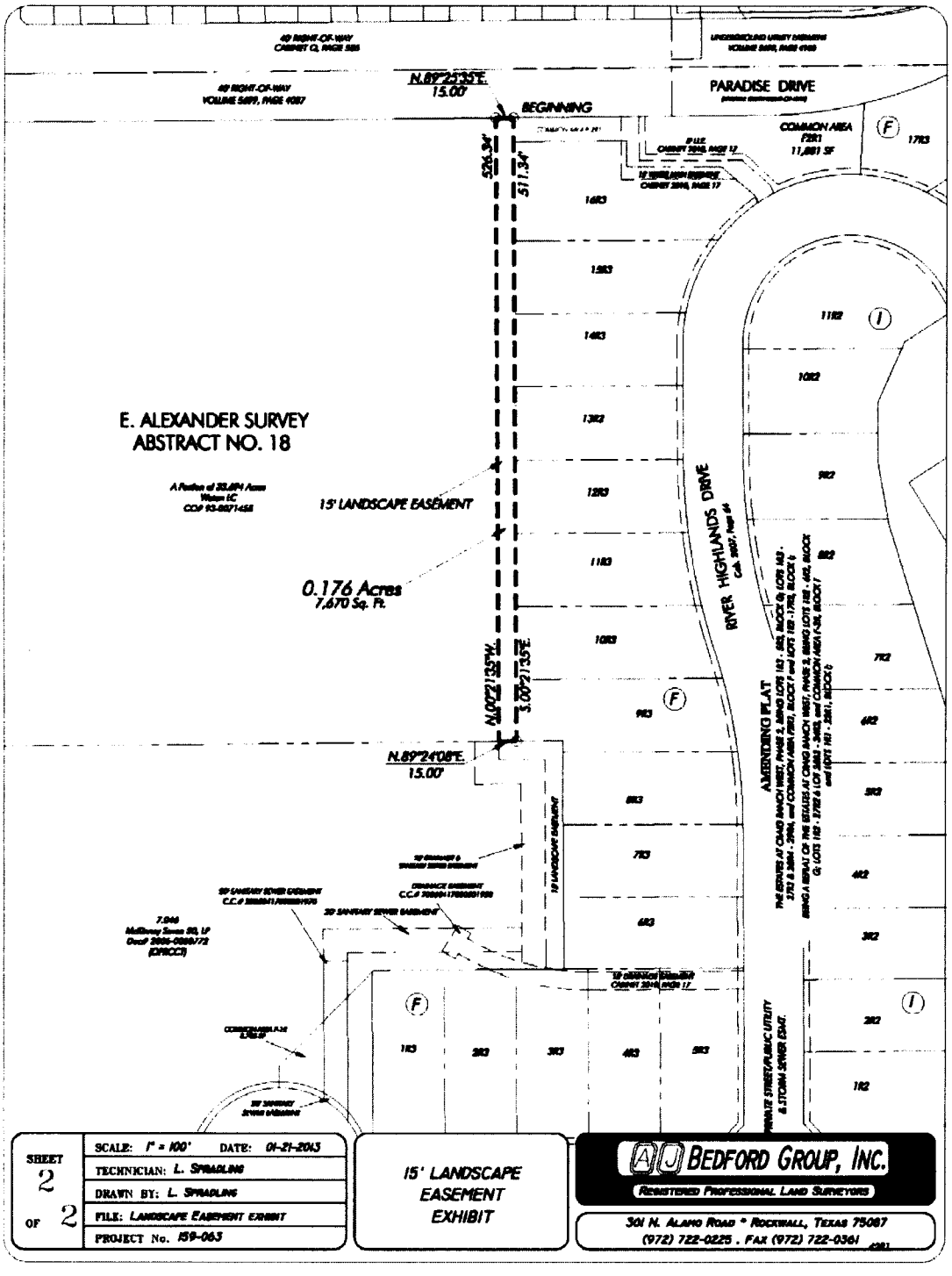
THENCE NORTH 00°21'35" WEST a distance of 526.34 feet to a point for corner located in the south line of said Paradise Drive;

THENCE along said south line, NORTH 89°25'35" EAST a distance of 15.00 to the POINT OF BEGINNING;

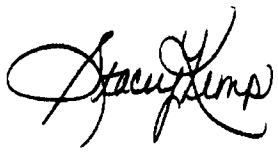
CONTAINING 0.176 acres or 7,670 square feet of land, more or less.

EXHIBIT B

15' Landscape Easement



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/30/2013 10:22:38 AM
$52.00 CLUNA
20130130000130530



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

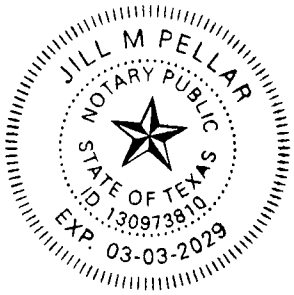
STATE OF TEXAS §
§
COUNTY OF COLLIN §

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.**