

Declaration of CC&R's

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00119614

Instrument Number: 2011-119614

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: KINGS RIDGE HOA

Billable Pages: 5

To

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	27.00
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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.

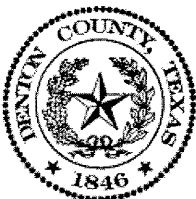
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Record and Return To:

PREMIER COMMUNITIES MANG
3102 OAK LAWN AVE STE 202
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Rainwater Recovery Systems

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for Rainwater Recovery Systems; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for rainwater recovery systems have been established by the Board and are to be recorded with the Real Property Records.

**KINGS RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS
COUNTY OF DENTON

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Kings Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

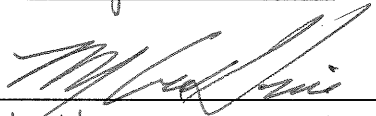
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 28th day of September 2011.

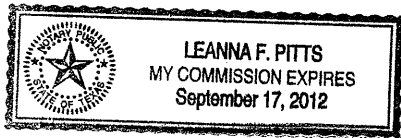


Name: Molly Ann Huic
Title: President
Date: 28 September 2011

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Molly Ann Huie, President of Kings Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28th day of Sept., 2011.



Leanna Pitts
Notary Public, State of Texas
Leanna Pitts
Printed Name

My commission expires: 9/17/2012

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*



70 2011 00119613

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2011-119613

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: KINGS RIDGE HOA

To

Billable Pages: 6

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

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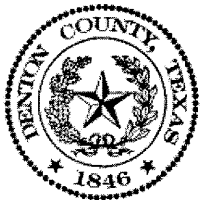
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PREMIER COMMUNITIES MANG
3102 OAK LAWN AVE STE 202
DALLAS TX 75219



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Display of Flags

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for Display of Flags; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of flags have been established by the Board and are to be recorded with the Real Property Records.

**KINGS RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS
COUNTY OF DENTON

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Kings Ridge Homeowners Association, Inc. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 (“Section 202.011”) thereto regarding the display of flags; and

WHEREAS, the Board of Directors (“Board”) of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

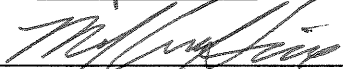
1. These Guidelines apply to the display of (“Permitted Flags”):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee (“ACC”) is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3’) by five foot (5’) in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

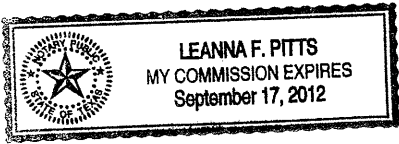
Approved and adopted by the Board on this 28th day of September 2011.



Name: Molly Ann Huie
Title: President
Date: 28 September

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 28th day of Sept., 2011, by Molly Ann Huie, President of Kings Ridge Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Leanna Pitts
Notary Public, State of Texas

Leanna Pitts
Printed Name

My commission expires: 9/17/2012

AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



Instrument Number: 2011-119612

As

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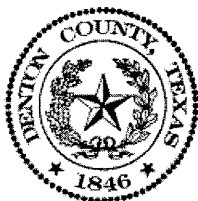
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PREMIER COMMUNITIES MANG
3102 OAK LAWN AVE STE 202
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Solar Energy Devices

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for Solar Energy Devices; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for solar energy devices have been established by the Board and are to be recorded with the Real Property Records.

**KINGS RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF DENTON

§

§

WHEREAS the Kings Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

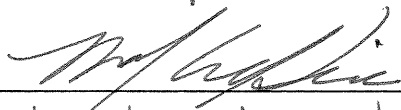
1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

Kings Ridge Homeowners Association, Inc.
Guidelines for Solar Energy Devices
Page 2 of 3

- d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 28th day of September 2011.

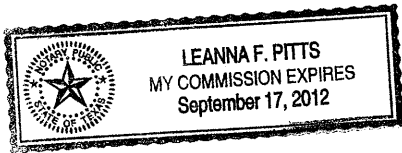


Name: Molly Ann Huic
Title: President
Date: 28 September 2011

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Molly Ann Huic, President of Kings Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28th day of Sept., 2011.



Leanna Pitts

Notary Public, State of Texas

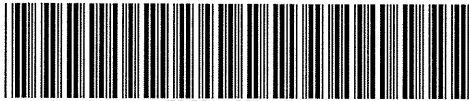
Leanna Pitts

Printed Name

My commission expires: 9/17/2012

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*



70 2011 00119607

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

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As

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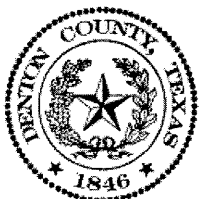
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PREMIER COMMUNITIES MANG
3102 OAK LAWN AVE STE 202
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Collection Policy

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached collection policy has been established by the Board and is to be recorded with the Real Property Records.

Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Kings Ridge Homeowners Association, Inc. COLLECTION POLICY		
Kings Ridge Homeowners Association, Inc. collection process includes the following steps <i>unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.</i>		
Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> • Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 10th. • Only issued to owners <u>with a balance of \$10 or more.</u> <ul style="list-style-type: none"> ○ Late/interest fees may vary based on governing documents. ○ Interest is not calculated on balances under \$2. ○ Late date may vary based on governing documents. 	18% per annum + \$8.00 processing fee
2 nd Formal Notice	<ul style="list-style-type: none"> • Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). • Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> ○ Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. • Only issued to owners <u>with a balance of \$50 or more.</u> <ul style="list-style-type: none"> ○ A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. 	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> ○ This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. ○ The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> ○ Association collection policies may require demand letter processing through an attorney's office. ○ NOTE: For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	\$35.00 request for demand + collection agency/attorney fees <i>(fees vary by office/agency)</i>
Lien	<ul style="list-style-type: none"> • If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien 	\$20.00 request for lien + collection

Loyalty • Integrity • Respect • Fun

Premier Communities Management Company
3102 Oak Lawn Avenue
Suite 202
Dallas, TX 75219




Teamwork • Work Ethic • Positive Attitude

Office: 214.871.9700
Toll Free: 866.424.8072
Fax: 214.889.9980
www.premiercommunities.net

	<p><i>unless the Manager or Board of Directors stipulates otherwise.</i></p> <ul style="list-style-type: none"> • If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter. • The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. • Processing and filing a lien with the county clerk can take up to 30 (thirty) days. 	<p>agency/attorney fees (fees vary by office/agency and county)</p>
<p>Foreclosure</p>	<ul style="list-style-type: none"> • Authorization for Foreclosure must be Board-approved in writing. <ul style="list-style-type: none"> ○ The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. ○ The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. • Processing an account for foreclosure can take up to ninety (90) days • A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> ○ If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. ○ The Association can proceed with Authorization to Evict once the property has been foreclosed. • NOTE 1: The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. • NOTE 2: There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> ○ Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012. 	<p>\$20.00 request for foreclosure + collection agency/attorney fees (fees vary by office and county)</p>

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.


 Name: Nancy Ann White
 Title: President

Creating the most desirable residential communities in which to live.

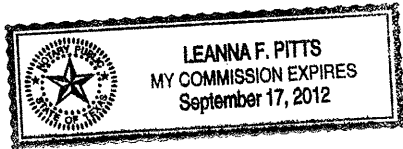
Date: September 21, 2011

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 21st day of Sept, 20 11, by Molly Ann Huie, President of Kings Ridge Homeowners Association, Inc, a Texas non-profit corporation, on behalf of said corporation.



Leanna Pitts
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219*

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00119608

Instrument Number: 2011-119608

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: KINGS RIDGE HOA

To

Billable Pages: 4

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	23.00
Total Recording:	23.00

***** DO NOT REMOVE. 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.

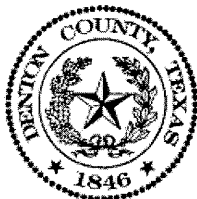
File Information:

Document Number: 2011-119608
Receipt Number: 855438
Recorded Date/Time: December 15, 2011 10:30:25A

Record and Return To:

PREMIER COMMUNITIES MANG
3102 OAK LAWN AVE STE 202
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.

Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the “Board”) of Kings Ridge Homeowners Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner’s default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner’s request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner’s request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

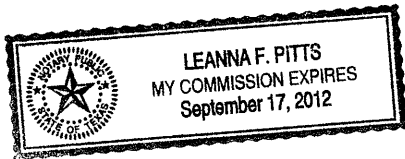
Molly Ann Huie
Name: Molly Ann Huie
Title: PRESIDENT
Date: 21 September 2011

STATE OF TEXAS

§
§
§

COUNTY OF Dallas

This instrument was acknowledged before me on the 21st day of Sept, 20 11, by Molly Ann Huie, President of Kings Ridge Homeowners Association, Inc, a Texas non-profit corporation, on behalf of said corporation.

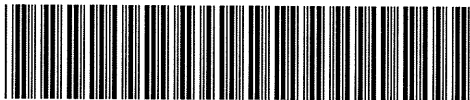


Leanna Pitts
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219*

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00119609

Instrument Number: 2011-119609

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: KINGS RIDGE HOA

To

Billable Pages: 4

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	23.00
Total Recording:	23.00

***** DO NOT REMOVE. 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: 2011-119609

Receipt Number: 855438

Recorded Date/Time: December 15, 2011 10:30:25A

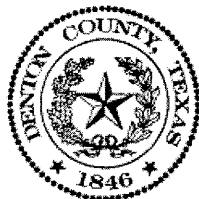
User / Station: J Morris - Cash Station 1

Record and Return To:

PREMIER COMMUNITIES MANG

3102 OAK LAWN AVE STE 202

DALLAS TX 75219



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedictory Instruments

Policy for Priority of Payments

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.

Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Policy for Priority of Payments

WHEREAS, the Board of Directors (the “Board”) of Kings Ridge Homeowners Association, Inc. (the “Association”) wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:
1. any delinquent assessment;
 2. any current assessment;
 3. any attorney’s fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 4. any attorney’s fees incurred by the association that are not subject to Subsection (3) above;
 5. any fines assessed by the Association;
 6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the

owner's debt in the following order of priority:

1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

Molly Ann Huie

Name: *Molly Ann Huie*

Title: *PRESIDENT*

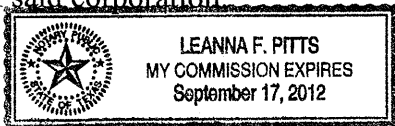
Date: *21 September 2011*

STATE OF TEXAS

§
§
§

COUNTY OF *Dallas*

This instrument was acknowledged before me on the *21st* day of *Sept*, 20*11*, by *Molly Ann Huie*, *President* of *Kings Ridge Homeowners Association, Inc*, a Texas non-profit corporation, on behalf of said corporation.

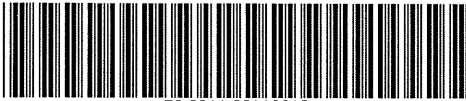


Leanna Pitts

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00119610

Instrument Number: 2011-119610

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: KINGS RIDGE HOA

To

Billable Pages: 9

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	43.00
Total Recording:	43.00

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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.

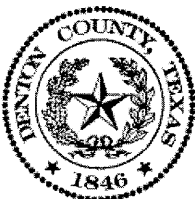
File Information:

Document Number: 2011-119610
Receipt Number: 855438
Recorded Date/Time: December 15, 2011 10:30:25A

Record and Return To:

PREMIER COMMUNITIES MANG
3102 OAK LAWN AVE STE 202
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedictory Instruments

Policy for Records Production and Copying

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.

Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Kings Ridge Homeowners Association, Inc. (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*

- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*
- *JAZ drive--actual cost;*
- *Other electronic media--actual cost;*
- *VHS video cassette--\$2.50;*
- *Audio cassette--\$1.00;*
- *Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;*
- *Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.*

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(i) Two or more separate buildings that are not physically connected with each other; or

(ii) A remote storage facility.

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. Overhead charge.

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

5. *Microfiche and microfilm charge.*

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. *Remote document retrieval charge.*

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply

with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. *Computer resource charge.*

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular

request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
 - 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
 - 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
 - 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Molly Ann Huie
Name: Molly Ann Huie
Title: PRESIDENT
Date: 21 September 2011

STATE OF TEXAS

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COUNTY OF Dallas

This instrument was acknowledged before me on the 21st day of Sept, 20 11, by Molly Ann Huie, President of Kings Ridge Homeowners Association, Inc, a Texas non-profit corporation, on behalf of said corporation.

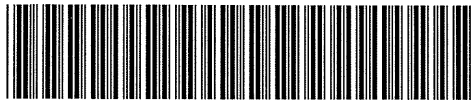


Leanna Pitts
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00119611

Instrument Number: 2011-119611

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: KINGS RIDGE HOA

Billable Pages: 4

To

Number of Pages: 4

Comment:

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

Misc General Fee Doc	23.00
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***** DO NOT REMOVE. 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.

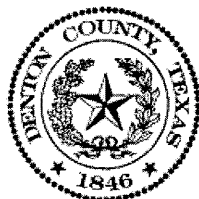
File Information:

Document Number: 2011-119611
Receipt Number: 855438
Recorded Date/Time: December 15, 2011 10:30:25A

Record and Return To:

PREMIER COMMUNITIES MANG
3102 OAK LAWN AVE STE 202
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Document Retention

WHEREAS, Lots in Kings Ridge are subject to the Declaration of Covenants, Conditions & Restrictions for Kings Ridge Homeowners Association Inc., recorded in Volume 4558, Page 2214 and amended in Volume 4581, Page 2520 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

Kings Ridge Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Document Retention Policy

WHEREAS, the Board of Directors (the “Board”) of Kings Ridge Homeowners Association, Inc. (the “Association”) wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

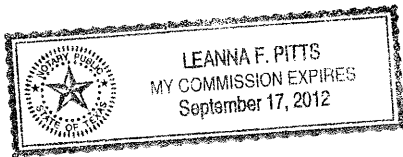
[signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Molly Ann Huie
Name: Molly Ann Huie
Title: PRESIDENT
Date: 21 September 2011

STATE OF TEXAS §
COUNTY OF Dallas §
§

This instrument was acknowledged before me on the 21st day of Sept., 2011, by Molly Ann Huie, President of Kings Ridge Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Leanna Pitts
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00035540

Instrument Number: 2009-35540

As

Recorded On: March 25, 2009

Misc General Fee Doc

Parties: KINGS RIDGE HOMEOWNERS ASSOCIATION INC

To

Billable Pages: 4

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	23.00
Total Recording:	23.00

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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: 2009-35540

Receipt Number: 569103

Recorded Date/Time: March 25, 2009 12:53:36P

User / Station: H Dunn - Cash Station 4

Record and Return To:

CHARLES W SPENCER & ASSOCIATES PLLC

7920 BLET LINE RD STE 935

DALLAS TX 75254



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
KINGS RIDGE HOMEOWNERS ASSOCIATION, INC.**

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

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, Kings Ridge Homeowners Association, Inc, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Denton County, Texas, the attached Resolution; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code;

WHEREAS, the Declaration of Covenants, Conditions, Restrictions for Kings Ridge, Phase One and Kings Ridge, Phase Two, was recorded in Volume 5363, Page 6231 *et seq.* in the Real Property Records of Denton County, Texas, subjecting to the scheme of development therein certain land described in Exhibit "A" thereto located in Denton County, Texas (said instrument and any supplements or amendments thereto being referred to herein collectively as the "Declaration");

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the DEDICATORY INSTRUMENT attached hereto on behalf of the Kings Ridge Homeowners Association, Inc.

[Signature page follows.]

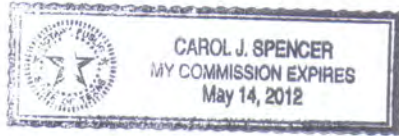
EXECUTED the 24th day of March, 2009.

**KINGS RIDGE HOMEOWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation**

By: Charles W. Spencer
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of March, 2009, by Charles W. Spencer, authorized representative of Kings Ridge Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Charles W. Spencer
7920 Belt Line Road
Suite 935
Dallas, TX 75254*

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
KINGS RIDGE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Section 9.16 of the Declarations states in part that:

"All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the City of Plano, Texas, and which shall be maintained in a clean and sanitary condition."

and

WHEREAS, the Board desires to supplement the provisions of Section 9.16 by the specification of suitable location or locations for trash receptacles so that they will, except during the hours allowed for pick-up, at all times be out of public view from the street.


NOW THEREFORE, BE IT RESOLVED, that, except as provided otherwise below, trash receptacles must be


- Put out for pick-up no earlier than 6:00 p.m. the night before trash pick-up, and returned for storage no later than 12:00 midnight the day of trash pick-up; and
- Stored in the garage out of public view; or
- Stored in the back yard out of public view; or
- Stored on the side of the home, screened from public view by shrubbery which blocks the view from the street, or other screening as approved in writing by the Architectural Control Committee.

PROVIDED, HOWEVER, that where the pick-up is at the alley the receptacles may be returned to the outside of the garage following pick-up so long as they are not visible from the street.

Executed by the Directors pursuant to Section 8.06 of the Bylaws of Kings Ridge Homeowners Association, Inc. to be effective as of the 23 day of March, 2009.


Sean Perkins, Director


Mike Mayes, Director


William (Bill) Lawly, Director

WHEN RECORDED, RETURN TO:

G. David Ringer, P.C.
10440 North Central Expwy., Suite 1400
Dallas, Texas 75231

FOURTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
KINGS RIDGE, PHASE ONE, KINGS RIDGE, PHASE TWO AND
KINGS RIDGE, PHASE THREE
DEVELOPMENTS IN THE CITY OF PLANO, DENTON COUNTY, TEXAS

This Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kings Ridge, Phase One, Kings Ridge, Phase Two and Kings Ridge, Phase Three, Developments in the City of Plano, Denton County, Texas (the "Fourth Amended Declaration" and/or the "Declaration") is made effective this 17 day of January, 2007, by Prosper Land Company, Ltd. (the "Declarant").

RECITALS:

A. Declarant previously established a uniform plan of standards, conditions and limitations for the development of a single family subdivision by the terms of that instrument recorded at Volume 4558, Page 2214 of the Deed Records of Denton County, Texas the original Declaration of Covenants, Conditions, and Restrictions for Kings Ridge, a Development in the City of Plano, Denton County, Texas (the "Original Declaration"), and thereafter amended the Original Declaration by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Kings Ridge, a Development in the City of Plano, Denton County, Texas (the "Amended Declaration"), as that instrument is filed of record in Volume 4581, Page 2520 of the Deed Records of Denton County, Texas.

B. Declarant has subsequently developed an acreage adjacent to the original Property as defined in the Amended Declaration, and pursuant to the rights and authorities granted to Declarant in the Amended Declaration, Declarant added Kings Ridge, Phase Two to the Declaration by that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kings Ridge, Phase One and Kings Ridge, Phase Two, Developments in the City of Plano, Denton County, Texas (the "Second Amended Declaration") as filed of record in Volume 5363 at Page 06231.

C. Declarant also previously filed that certain Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Kings Ridge, Phase One, Kings Ridge, Phase Two, and Kings Ridge, Phase Three, developments in the City of Plano, Denton County, Texas (the "Third

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINGS RIDGE, PHASE ONE, KINGS RIDGE, PHASE TWO, AND KINGS RIDGE, PHASE THREE DEVELOPMENTS IN THE CITY OF PLANO, DENTON COUNTY, TEXAS

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Amended Declaration”) as filed of record as Instrument No. 2004-91446 in the Real Property Records of Denton County, Texas.

D. The Declarant desires to exercise its voting rights under the Third Amended Declaration of sufficient number to further amend the Third Amended Declaration to add provisions relating to the development of Kings Ridge, Phase Three, and to make reference to the final plat thereof as approved by the City of Plano, Denton County, Texas subject to the terms and provisions of the Third Amended Declaration. The Amended Declaration dealt with and addressed the property known as Kings Ridge, Phase One as shown on the recorded plat thereof filed in Cabinet T, Slide 218 in the Plat Records of Denton County, Texas (the “First Tract”). That property is more particularly described by metes and bounds and attached as Exhibit “A” which is incorporated by reference herein for all purposes. The Second Tract is described by metes and bounds in the attached Exhibit “B” which is incorporated by reference herein for all purposes. The adjacent acreage which is now made subject to the Second Amended Declaration is herein referred to as the “Third Tract” and described by metes and bounds in the attached Exhibit “D” which is also incorporated by reference herein for all purposes. The final plat for the Third Tract was approved by the City of Plano on December 19, 2006 and the plat is now in the Real Property Records of Denton County, Texas. The final plat thereof filed under Instrument No. 2006-156020, and the recorded plat is filed in the Denton County, Texas Plat Records in Cabinet X, Page 450.

E. In furtherance of its desire for efficient management and preservation of the values and amenities in the Property (defined below), Declarant has created a corporation (the "Association" as defined below) to which has been delegated and assigned the powers of owning, maintaining and administering the Common Properties (as hereinafter defined) for the use of its Members (as hereinafter defined) and authorized guests, administering and enforcing the covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, collecting and disbursing the assessments and charges hereinafter created and performing such other acts as shall generally benefit the First Tract, the Second Tract and the Third Tract.

F. The Association (as herein defined), the Members of which shall be the respective Owners (as hereinafter defined) of the First Tract, Second Tract and Third Tract within the Property, is incorporated under the laws of the State of Texas for the purpose of exercising the powers and functions stated above.

NOW, THEREFORE, in consideration of the foregoing recitals, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property, and any such other additions thereto as may hereinafter be made pursuant to Article II hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions" as defined below) hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article XI hereof.

(b) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be Amended from time to time.

(c) "Association" shall mean and refer to Kings Ridge Homeowners Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce this Declaration. The Association shall, commencing on the date of recording of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association and at a point is incorporated as a non-profit corporation under the laws of the State of Texas.

(d) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(e) "Bylaws" shall mean and refer to the bylaws of the Association, as may be Amended from time to time.

(f) "Class A Members" shall have the meaning set forth in Section 3.02 hereof.

(g) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

(h) "Common Properties" shall mean and refer to (i) those certain streets, drives, street lights, street signs, traffic control devices, parkway areas, landscaped medians, landscaping improvements, plantings, screening walls, fencing, sprinkler systems, lakes, fountains, if any, and easements, among other amenities, as are more particularly described on Exhibit "C" attached hereto and made a part hereof for all purposes, all of which are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or other property rights within the Property which are known, described or designated or which shall subsequently become known, described or designated

as "Common Properties" intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners and the Property. An example of areas of Common Properties which may not be owned or leased by the Association or the Declarant but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. Prior to approval of a Final Plat or to the date the Association is incorporated, the Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners for use, access, and enjoyment of the Common Properties, for limited period of time and at a point in time (deemed appropriate and reasonable by the Declarant). After the Association has been incorporated, record title to those portions of the Common Properties which are owned by the Declarant in fee, as an easement or otherwise shall be transferred from or dedicated by the Declarant to the Association or to another entity whose purpose is consistent with these objectives. Notwithstanding the above, the Common Properties identified on Exhibit "C" have been dedicated by preliminary or final plat or conveyed in fee simple, free and clear of any and all encumbrances.

(i) "Covenants and Restrictions" shall mean the express covenants, conditions, restrictions, easements, charges, assessments, liens and other terms and provisions contained within this Declaration as the same relate to or are associated with in every manner the design, construction, completion, occupancy, use, transfer, sale of each Lot and of the Common Properties as well as the use, access and enjoyment in and to the Common Properties by all Owners of the Lots within the Property.

(j) "Declarant" shall mean and refer to Prosper Land Company, Ltd. and its respective successors and assigns, if such successors and/or assigns become same by operation of law, or should (i) such successors and/or assigns acquire all or substantially all of the Lots from Declarant for the purpose of development, and (ii) any such assignee receives by assignment from Declarant all or a portion of their respective rights hereunder as such Declarant, by an instrument expressly assigning such rights of Declarant to such assignee. No person or entity purchasing one or more Lots from Declarant in the ordinary course of business shall be considered as "Declarant". Subject to the foregoing, Declarant's lender or a third party successfully bidding at a sale upon foreclosure of the lien securing Declarant's development loan shall be considered the "Declarant" following such foreclosure of that lien, or that third party shall designate the Association or another third party to serve as "Declarant" for all matters promptly from and after the date of foreclosure of its lien.

(k) "First Tract" shall mean and refer to Kings Ridge, Phase One, a subdivision in the City of Plano, Denton County, Texas subject to this Declaration as that tract is described on Exhibit "A" attached hereto, together with such additions as may hereafter be made thereto (as provided in Article II).

(l) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property, as Amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however these lots shall be excluded from the concept and definition of lot as used herein.

(m) "Member" shall mean and refer to each Owner as provided in Article III hereof.

(n) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(o) "Property" shall mean any one or more of the three phases known or to be known as Kings Ridge, Phase One, Kings Ridge, Phase Two and/or Kings Ridge, Phase Three, in the City of Plano, Denton County, Texas subject to this Declaration as those tracts are described on Exhibits "A", "B", and "D" attached hereto, together with such additions as may hereafter be made thereto (as provided in Article II).

(p) "Second Tract" shall mean and refer to Kings Ridge, Phase Two, shall mean and refer to Kings Ridge, a subdivision in the City of Plano, Denton County, Texas subject to this Declaration as that tract is described on Exhibit "B" attached hereto, together with such additions as may hereafter be made thereto (as provided in Article II).

(q) "Supplemental Declaration" shall mean an executed and filed of record supplement to this Declaration which operates to extend the scheme of the Covenants and Restrictions in this Declaration to additional property owned by the Declarant as more particularly described in Section 2.02, below.

(r) The "Third Tract" shall mean and refer to Kings Ridge, Phase Three, a subdivision to the City of Plano, Denton County, Texas and to include one hundred and fifteen (115) residential lots and twelve (12) open space lots. The Third Tract has also been designated and from time to time may be referred to as "Kings Lake", provided, however,

that there shall be no distinction within the Association in respect of any of the Lots situated in the First Tract, the Second Tract and/or the Third Tract.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

2.01 Existing Property. The Property described in Exhibits "A", "B", and "D" and any additional property which may be made subject to this Declaration in the future by recording one or more Supplemental Declarations, shall be owned, conveyed, used, and otherwise encumbered subject to all of the provisions of this Declaration, which shall run with the title to the Property and to such additional property, if any. The First Tract, the Second Tract and the Third Tract were part of an overall approximate 212 acre tract of land with the remaining tract and any additional adjacent or adjoining property set forth below to be held subject to this Declaration.

2.02 Additions to Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) For a period of twenty (20) years after the filing of this Declaration, the Declarant reserves the right to add or annex any additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that as to such additional property such Supplemental Declaration may contain complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and to the extent same are not materially inconsistent with this Declaration in a manner which adversely affects the concepts of this Declaration, provided, however, that certain provisions of any Supplemental Declaration which relate only to the additional property and not to the Property originally subject to the terms and provisions of the original Covenants and Restrictions contained in this Declaration (as Amended and restated) may be added, and all such other additions or modifications which would relate both to the original Property and the additional property may be added provided that the additions and modifications are not materially inconsistent with this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or Common Properties to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority vote of all of the Class A and Class B Members in accord with Section 3.02, below, without distinction between the class of votes, of the Association.

(c) Any additions made pursuant to Paragraphs (a) or (b) of this Section 2.02 shall be subject to Section 13.10, and, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the property added.

(d) The Declarant shall have the right and option, subject to Section 13.10, to cause the Association to merge or consolidate with any similar association then having jurisdiction over the Additional Property located (in whole or in part) within one-half (½) mile of any real property then subject to the Declaration. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligation of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association must then administer the Covenants and Restrictions established by this Declaration within the Property together with the separate provisions established upon the Additional Property as a combined unit in accord with the express provisions of this Declaration, as supplemented.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Lot shall automatically be and for the term of ownership of a Lot must remain a Member of the Association. Membership shall be appurtenant to and may not be separated from record ownership of any Lot which is subject to this Declaration.

3.02 Classes of Membership. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. Class B Members shall be Declarant and any builder who has purchased a Lot for current or future construction of improvements or a *bona fide* Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Declarant shall be entitled to ten (10) votes for each Lot owned by Declarant. Class B Members other than Declarant shall have one (1) vote for each Lot owned by such Class "B" Members. The

Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following:

- (i) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or
- (ii) Thirty (30) days after the date as of which 100% of the Lots in the Property have been conveyed by the Declarant and have been improved with dwellings for which a certificate of occupancy has been issued; or
- (iii) February 1, 2020.

Owners of exempt properties as described in Section 5.11 hereof shall be Members but shall not have voting rights.

3.03 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all the votes of the Members entitled to vote who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Members, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration or as provided by the laws of the State of Texas. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be Amended from time to time.

(e) Until such time that the first Lot is sold to a third party by a Builder, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be Amended from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use, access, and enjoyment in and to the Common Properties, except that no wading, swimming, or fishing shall be allowed in the lakes, ponds, creeks, streams or drainage ways if any, and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Title to the Common Properties. The Declarant shall dedicate and/or convey the fee simple title to the Common Properties to the Association or other third party free and clear of any and all encumbrances at such point in time deemed reasonable and appropriate by the Declarant. Properties identified on Exhibit "C" hereto, which shall be conveyed within 90 days of the recording of this Declaration.

4.03 Extent of Members' Easements. The rights and easements of enjoyment in respect of the Common Properties shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties, and the right of Declarant to grant exclusive easements to Owners of certain Lots pursuant to Section 13.09 of this Declaration.

(b) Subject to the approval requirements of Section 13.11, liens of mortgages hereafter placed against all or any portion of the Common Properties with respect to monies borrowed by the Association to develop, improve, or maintain all or any portion of the Common Properties; provided, all of the Common Properties have been or shall be transferred

to the Association free and clear of any and all encumbrances (including the encumbrance referenced in 4.03(b), above), and provided, any subsequent encumbrance of the portions of the Common Properties providing access to Lots shall be subject to the Owners' easement for access to their Lot, if applicable, if so required or applicable.

(c) The right of the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonable necessary to protect the Common Properties against foreclosure:

(e) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties for any period during which any assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) The right of the Declarant or the Association, subject to approval by HUD/VA pursuant to Section 13.10 and approval by written consent by the Member(s) having a 67% of the outstanding votes in the aggregate of each class of the Members, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members, provided that any such transfer of portions of the Common Properties that provide access to Owners' Lots shall be subject to easements in favor of such Owners for access to their Lots;

(g) The right of the Declarant or the Association as applicable, at any time, to make such reasonable amendments to the plats of the Property recorded in the Map Records of Denton County, Texas (the "Plat"), as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way; and

(h) With respect to any and all portions of the Common Properties other than those listed on Exhibit "C", Declarant, until termination of the Class "B" membership, shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Plano, Texas or any other governmental agency having appropriate jurisdiction over the Common Properties) to: (i)

improve, landscape and/or maintain the Common Properties; (ii) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (iii) zone, rezone, or seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties; (iv) to facilitate the inclusion of any Additional Property, or to address any municipal requirements related to the inclusion of any Additional Property, to replat or redesign the shape, configuration or size of any Real Property within the boundaries of any Additional Property which may be designated as "Common Area" upon the conveyance or dedication of same to the Association; and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

ARTICLE V

COVENANTS FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by him that is, or hereafter becomes, subject to this Declaration, (subject to any conditions set forth in Section 2.02(b)) hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to be responsible for and to pay to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges as specified in Section 5.04 hereof, such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or owners, his tenants (if applicable), and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 5.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.01 (hereinafter, the "Assessment" or the "Assessments"), together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a personal obligation of each Owner and a charge on the Lot and shall be a continuing lien upon each Lot against which any such Assessment is made, subject to the provisions of Section 5.10 hereof. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall be a continuing personal obligation of the Owner of such Lot may be collected directly from the Owner with or without resorting to enforce any lien rights granted to the Association herein.

Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or by abandonment of his Lot. Unpaid assessments and the priority of assessment liens shall be governed by the provisions of Section 5.10, below. Provided, however, that any foreclosure proceeding or an action at law to enforce the rights of the Association shall not relieve a new Owner of any Lot(s) from liability for the payment of the amount of any assessment thereafter becoming due, nor from the lien securing payment of any subsequent assessment from and after the date of foreclosure or acquisition of title by deed in lieu of foreclosure.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) the purpose of promoting the recreation, comfort, health, safety and welfare of the Members and/or the occupants of the Lots and/or the Property; (ii) leasing, maintaining, and/or managing the Common Properties; (iii) enhancing the quality of life in the Property and the value of the Properties; (iv) improving and maintaining the Common Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws; (vii) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (viii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

5.03 Improvement and Maintenance of the Common Properties Prior to the Conveyance to the Association. Initially, all improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at his sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date the final plat has been approved, the Declarant, as agent for, and on behalf of the Association, shall have the responsibility and duty (without right of reimbursement against any Owner and/or the Association) of maintaining the Common Properties.

5.04 Annual Maintenance Assessments.

(a) Each Member shall pay to the Association an annual maintenance assessment in such amount as set by the Board of Directors at any regularly scheduled meeting at which the first annual maintenance assessment is adopted, and thereafter the annual maintenance assessment in such amount as the Board of Directors, at its annual meeting next preceding the date of commencement of such assessment. Except as otherwise provided in any contract

between Declarant and a builder, the commencement date for all assessments shall be the later of the date of purchase of a Lot or January 1, 2001. The annual maintenance assessment for the current year as of the filing of the Fourth Amended Declaration shall be Six Hundred Sixty Dollars (\$660.00) per annum payable in advance and prorated for the year in which Closing occurs. Each annual maintenance assessment thereafter shall be determined by the Board of Directors in accordance with the provisions of this Section 5.04 and Section 5.07, below.

(b) Subject to the provisions of Section 5.04(c) hereof, the amount of annual maintenance assessments may be increased by the Board of Directors. The initial annual assessment amount has been established and shall be charged until such time as the Board of Directors shall establish a differing amount. No Member shall be exempt from the payment of the annual maintenance assessment.

(c) An increase in the amount of the annual maintenance assessments as authorized by Section 5.04(b) hereof in excess of thirty percent (30%) above the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 3.03 hereof.

(d) When the annual maintenance assessment is computed for Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

(i) As to a Lot owned by a Class B Member, the annual maintenance assessment per Lot shall be payable, beginning on the date of purchase of each Lot.

(ii) As to a Lot owned by a Class A Member, the full amount of the annual maintenance assessment per Lot and any other special assessment shall be payable. Until any other plan may be adopted by the Association, the annual maintenance assessment shall be determined by dividing the total annual maintenance expenses and other costs of the Association by the number of Class A Members taking into account the provisions of Section 5.04(e), below, and less payments made by Class B Members as described above. The annual maintenance assessment against each Lot purchased within a fiscal year shall be adjusted from the date of purchase to the year end based upon the number of months remaining in that fiscal year. Special assessments shall be adjusted in a similar manner only if the action by the Association in levying the special assessment so provides.

(e) The Board of Directors may provide that annual maintenance assessments shall be paid monthly, quarter-annually, semi-annually or annually on a calendar year basis. Until a different method is adopted, assessments are payable annually in advance. Not later than

thirty (30) days prior to the beginning of each full fiscal year of the Association the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

(f) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Properties. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

5.05 Special Capital Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 5.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purposes of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Property or Common Properties, including the necessary fixtures and personal property related thereto, (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 3.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 5.05 and shall be deposited by the Board of Director in a separate bank account to be held in trust for such purpose. These funds shall not be commingled with any other funds of the Association.

(b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association for the costs of renovation, expansion, reconfiguration, reconstruction and other activities approved by the Association and also for repairs to the Property or Common Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear; (ii) for payment of fines, penalties or other charges imposed

against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulation promulgated hereunder; or (iii) any other extraordinary and/or unanticipated cost or expense incurred or to be incurred by the Association in connection with the furtherance of the general purposes for which the Association exists and/or to deal with any matter relating to the value, appearance, maintenance, operation, defense of title or other matter reasonably related to or in any manner associated with the Property of the Common Properties. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 5.05 shall belong to and remain with the Association.

5.06 Amount of Annual Assessment. Both annual maintenance assessments and special capital assessments (excepting therefrom special individual assessments) shall be fixed at such amounts and payable on such time and manner as established by the Declarant at the outset and thereafter as set by the Board, or in the event of increases in excess of 30% as approved by the Members of the Association at such annual or special meetings from time to time occurring.

5.07 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable monthly, quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

5.08 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of

the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

(d) The Board of Directors shall upon written demand at any time furnish to any Owner of a Lot a certificate signed by an officer or agent of the Association, setting forth whether all assessments in respect of such Owner's Lot(s) have been paid. Such certificate shall be conclusive and binding evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates.

5.09 Non-Payment of Assessment.

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to insist upon full payment of all Assessments, but shall have the right, but not the obligation, to apply any partial payment submitted by a Member as a payment on account only, or to reject such partial payment of an Assessment and to demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorneys' fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for liens described in Section 5.10, hereof. A subsequent sale or assignment of the Lot shall be subject to the lien, but not relieve the Owner from personal liability for any Assessment made prior to the

date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board of Directors shall have the power to subordinate the lien securing the payment of any Assessments rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board of Directors. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass as a personal obligation to such Owner's successors in title even if expressly assumed by them in writing. Except as provided in Section 5.10, below, liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. Notwithstanding anything to the contrary contained in this Section, liens securing payment of any Assessment shall be subject and subordinate to the lien against the Property granted by Declarant.

To evidence any lien, the Association shall prepare a written notice of lien setting for the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Denton County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in Section 5.10, below. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the lien. In any foreclosure proceeding the Owner is also liable for and shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association in connection with the collection of unpaid assessments and the enforcement of any lien to secure same. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessments there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
 - (ii) the costs of preparing and filing the complaint in such action,
 - (iii) the reasonable attorneys' fees incurred in connection with such action,
- and
- (iv) any other costs of collection;
 - (v) any costs of sale or foreclosure of lien by judgment or otherwise;

and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly grants to the Association or its agents or trustees, and agrees to the Association's right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the TEXAS PROPERTY CODE, as Amended from time to time and any successor statute, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment and take such other actions it deems appropriate in accordance with this Declaration and/or the Bylaws.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of any Lot, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment, but in no event shall any mortgagee be required to collect such Assessments.

5.10 Priority of Assessment Liens. Each lien securing the payment of an Assessment shall be subordinate and inferior to the lien of any *bona fide* first lien mortgage or deed of trust now or hereafter recorded against any Lot to secure the financing, in whole or in part, for the purchase or other conveyance of such Lot and/or the construction of improvements thereon; provided, however, that such subordination shall apply only to Assessments which have become due and payable prior to the date such mortgagee or its successors and assigns acquires fee title to such Lot by foreclosure, sale, whether public or private, of such Lot pursuant to the terms and conditions of any such mortgage or deed of trust, or by means of a deed in lieu of foreclosure being executed. The transfer of title to any Lot pursuant to such foreclosure sale (or deed in lieu thereof) shall not relieve the new Owner of such Lot from liability for the amount of any Assessment becoming due after the date such mortgagee or its successors or assigns acquired fee title to such Lot, nor from any lien securing the payment of any subsequent Assessment accruing on or after the date that the mortgagee or its successors or assigns acquires fee title to such Lot.

5.11 Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR KINGS RIDGE, PHASE ONE, KINGS RIDGE, PHASE TWO, AND
KINGS RIDGE, PHASE THREE DEVELOPMENTS IN THE CITY OF PLANO,
DENTON COUNTY, TEXAS

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- (a) All property dedicated and accepted by the local public authority and devoted to public use, or to any other body created to accomplish a similar or related purpose.
- (b) All Common Properties.
- (c) Any property conveyed in fee or by easement to any utility company.

ARTICLE VI
GENERAL POWERS AND DUTIES
OF BOARD OF DIRECTORS OF THE ASSOCIATION

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or a Class B Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Property, the Common Properties and the Owners, shall provide and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 herein.
- (b) Care and maintenance of the landscaping, screening walls and entry features which may be constructed by Declarant on the Common Properties within right-of-ways adjacent to or within Kings Ridge. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.
- (c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) If later established and only if so established after complying with all municipal regulations, courtesy services and maintenance of a system to limit or restrict access (including, but not limited to, a guard house, guard service and controlled access gates) which may be constructed by Declarant on the Common Properties or within right-of-ways adjacent to or within Kings Ridge. Maintenance may include, but not be limited to, all repairs, rebuilding and cleaning as required. The exact scope of such services, if any, shall be specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the operation and maintenance of such a system, including courtesy patrol services. Services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds. EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGES THAT NEITHER THE DECLARANT NOR THE ASSOCIATION EXPRESSLY OR IMPLIEDLY WARRANTS (AND DECLARANT AND THE ASSOCIATION HEREBY EXPRESSLY DISCLAIMS) OR SHALL IN ANY MANNER BE HELD LIABLE OR ACCOUNTABLE FOR THE FOLLOWING: THAT DECLARANT OR THE ASSOCIATION BEARS ANY RESPONSIBILITY FOR THE ADOPTION OR LACK OF ADOPTION OF SUCH SYSTEMS OR PROCEDURES, THE MALFUNCTIONING OR NONFUNCTIONING OF ANY FUTURE SECURITY SYSTEM; THAT ANY FUTURE SECURITY SYSTEM OR THE MONITORING SERVICES PROVIDED TO THE PROPERTY OR COMMON PROPERTIES WILL PREVENT ANY LOSS BY FIRE, CRIMINAL OR TORTIOUS ACT; THAT ANY FUTURE SECURITY SYSTEM AND ANY MONITORING SERVICES PROVIDED WITH RESPECT THERETO WILL PROVIDE, AT ALL TIMES, THE PROTECTION DESIRED BY THE OWNER. NOTHING CONTAINED IN THIS PARAGRAPH SHALL OBLIGATE OR REQUIRE THE ASSOCIATION TO ESTABLISH A SECURITY SYSTEM OR TO CONSTRUCT ANY SECURITY GATES, FENCES OR OTHER EQUIPMENT AT ANY TIME, AND THE EXISTENCE OR ABSENCE OF ANY SECURITY PATROL, SECURITY SERVICE OR SYSTEM SHALL NOT BE READ OR INFERRED TO BE A COMMENT ON ANY NEED OR LACK OF NEED FOR SUCH SERVICE AT ANY TIME. EACH OWNER ACKNOWLEDGES THAT NEITHER THE DECLARANT, NOR THE ASSOCIATION HAS MADE NOR MAKES (AND EACH HEREBY EXPRESSLY DISCLAIMS AND DENIES) ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SECURITY SYSTEM OR SERVICES, IF ANY, PROVIDED OR TO BE PROVIDED, OR NEVER TO BE PROVIDED WITH RESPECT THERETO TO THE PROPERTY OR THE COMMON PROPERTIES. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT OR THE ASSOCIATION TO MAKE ANY SUCH REPRESENTATION OR WARRANTY, AND IF GIVEN OR MADE, SUCH REPRESENTATION OR WARRANTY MUST NOT AND MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DECLARANT OR THE ASSOCIATION. BY ACCEPTANCE

OF EACH DEED, EACH OWNER HEREBY ACKNOWLEDGES THAT HE OR IT HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES.

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

(f) Legal and accounting services.

(g) A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.

(h) Workers' compensation insurance to the extent necessary to comply with any applicable laws or the establishment of a separate plan with special reserve fund or funds and policies designed to provide a "self-insurance" plan which complies with applicable law as the Board so elects. The Board of Directors of the Association shall also have the authority to elect to be a "non-subscriber" under the workers' compensation statute if it is determined to be in the best interest of the Association.

(i) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

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

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

(l) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

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

(n) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into leases, contracts and/or other agreements for the use, management and/or maintenance of same.

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

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

(q) Subsequent to incorporation, to make available to each Owner upon request, within one hundred twenty (120) days after the end of each year, an audited annual report. Provided, however, that by vote of two-thirds (2/3) of the Members according to their respective voting rights, the Association can agree to accept an unaudited annual report.

(r) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(s) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

6.02 Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services

which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. No Member, officer of the Association or member of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant nor the Association nor their respective directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

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

ARTICLE VII

INSURANCE: REPAIR AND RESTORATION

7.01 Insurance. The Association shall purchase, carry, and maintain in force insurance covering the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance shall include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bonds for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers and directors liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, to pay any excess costs of repair or replacement.

7.04 Mortgagee Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause, provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 7.02 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacement and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements are satisfied.

7.05 Determination of Improvement on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs.

ARTICLE VIII

USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINGS RIDGE, PHASE ONE, KINGS RIDGE, PHASE TWO, AND KINGS RIDGE, PHASE THREE DEVELOPMENTS IN THE CITY OF PLANO, DENTON COUNTY, TEXAS

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8.01 Restricted Action by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

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

8.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

ARTICLE IX
USE OF PROPERTY LOTS IN THE FIRST TRACT:
PROTECTIVE COVENANTS APPLICABLE TO THE FIRST TRACT, ONLY

The First Tract and each Lot within the First Tract situated therein shall be constructed, developed, reconstructed, repaired, occupied and used, subject to the provisions of Article XI hereof, as follows:

9.01 Public Use Permitted. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit the State of Texas or any political subdivision thereof, including independent school districts, from using any of the Property affected hereby for public purposes, regardless of the nature of said use.

9.02 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex apartment, garage apartments, or other apartment use.

9.03 Minimum Lot Area. Each Lot shall contain at least seven thousand (7,000) square feet. No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or

municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots then owned by Declarant, so long as, such replat results in each resubdivided Lot containing not less than the minimum lot size prescribed by the zoning ordinances of the City of Plano, Texas. Owners shall not unreasonably withhold or delay their joinder or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 9.03 shall be exercisable only by Declarant.

9.04 Minimum Floor Space. All living areas set forth in this Declaration must relate to air conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on Lots 3-27 and 30-61, Block B; Lots 10-34, Block C; Lots 1-35, Block D; Lots 1-38, Block E; Lots 1-17, Block F and Lots 36-47, Block H shall contain a minimum living area footage of two thousand two hundred and fifty (2,250) square feet and a maximum living area footage of four thousand two hundred fifty (4,250) square feet. For any other Lot, the improvements constructed thereon shall contain a minimum living area footage of three thousand seven hundred and fifty (3,750) square feet. In the event a two story dwelling is constructed on a Lot with a minimum 2,250 square foot living area, the first floor of that dwelling shall be not less than 1,500 square feet. For any dwelling where the minimum living area footage is 3,750 square feet or more, the first floor of that dwelling shall be not less than 2,000 square feet. Provided further, no two story dwellings shall be constructed where the second floor has a living area footage which is equal to the first floor living area footage.

9.05 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Property. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

9.06 Setback Requirements and Building Location. In addition to satisfying the Architectural Guidelines (as defined in Article XI) all front, side and rear setbacks must meet the requirements of the City of Plano, Texas and the requirements of the Plat. No building or structure

of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

9.07 Height. No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, 35 feet, such height to be measured and determined as the vertical distance from the lowest pre-existing grade at the structure. Fireplace chimneys may project two (2) feet above the ridge line. Measurement of the 35 foot height restriction shall be made from the front doorway entry of each single-family residence, and shall not apply to any Lot where the change of grade of the Lot permits construction of a basement where any part of that basement is exposed to or accessible from the side or back of the single-family residence.

9.08 Driveways. Each Lot must be accessible to the adjoining street or alley by a driveway suitable for such purposes and meet the requirements of the City of Plano, Texas before the residential structure located on such Lot may be occupied or used.

9.09 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

9.10 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, alleys, drainage easements, or Common Properties, and in conformity with the general drainage plans for the Property.

9.11 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be required during building construction. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be substantially landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Property or from any other Lot.

9.12 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, stone, stucco, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Property shall not have less than one hundred percent (100%) brick, stone, stucco or other approved masonry product construction excluding only from that requirement those areas, if any, required by the City of Plano to be supported by steel. In such event, the exception to the requirement for masonry product construction shall be varied only to the limited extent required to achieve compliance with City of Plano requirements and to maintain the intended general exterior uniform appearance of all improvements built on each Lot. The exterior walls of any fireplace or chimney which is part of an exterior wall facing a street right-of-way shall be one hundred percent (100%) brick, stone or stucco construction. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick stone or stucco wall area of a residence. No previously used materials, other than fired antique brick, shall be permitted on the exterior of the residential structures located within the Property.

Any roof shall be constructed of slate, clay tile or architectural tab composition with a materials warranty and/or a weight as provided below, or otherwise as specifically approved by the Architectural Control Committee in writing prior to the commencement of construction.

For Lots 3-27 and 30-61, Block B; 10-34, Block C; 1-35, Block D; 1-38, Block E; 1-17, Block F and 36-47, Block H, the currently approved minimum standards for roofing material are for a twenty-five year, three tab, 240 lb. shingle that is of a color similar to weathered wood, antique slate, oxford gray, or of any similar color. For all other Lots not expressly identified above, the currently approved minimum standards for roofing materials are thirty year, three-tab, 280 lb. shingles in weathered wood, antique slate, oxford gray, or of any other similar color to those listed. The Architectural Control Committee may approve of other roofing materials, but it will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. The roof pitch of any structure must be 8/12 or greater, unless the Architectural Control Committee approves a lesser pitch (and a 6/12 pitch for a roof surface on the backside of a house, a covered porch or other surface not visible from the street shall be acceptable). Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee, and no change to the original exterior paint color shall be made without the prior written approval of the Architectural Control Committee.

(b) Lots marked with arrows on the attached Exhibit "E" require opaque windows at each elevation at or higher than a balcony or second floor. Each window in a residence on a marked Lot at or above that elevation must have frosted glass or a "glass block" design.

The restricted view for each residence on a marked Lot shown on Exhibit "E" relates to and is parallel with the flat side of the arrow. The Lots affected by this restriction are marked on the attached Exhibit "E" which is incorporated by reference herein for all purposes. Lots not marked on Exhibit "E" with an arrow have no view restrictions or requirements for window material and construction provided herein.

(c) Construction of a new single family dwelling on any Lot on which a concrete sidewalk is to be located as set forth in the development plans for the Property shall include the placement of a four (4) foot wide concrete sidewalk across the entire frontage of such Lot. Such sidewalks shall be constructed in conformity with the then existing ordinances, standards and codes promulgated by the City of Plano, Texas.

(d) Each residential structure shall have installed on the outside wall of that dwelling an electrical service connection which conforms with all applicable municipal requirements and the design of which and the materials used in construction shall have been approved by the Architectural Control Committee.

(e) No above ground-level swimming pools shall be installed on any Lot.

(f) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be begun on or before the expiration of one (1) year from the date of the Closing of that Lot purchased and shall be substantially completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(g) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

(h) Any change of colors desired by an Owner in repainting the exterior surface of any improvements which does not utilize and establish color approved by the Architectural Control Committee shall be subject to prior written approval from the Architectural Control Committee.

9.13 Garages and Servants Quarters. In addition to complying with the Architectural Guidelines, each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Detached garages, servants quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porta cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless a new garage is constructed to meet the requirements of this Section. For any Lot which has an alley, no garage shall face a residential street or any of the Common Properties. Except for Lots 3-27, inclusive, and 52-54, inclusive, all in Block B, Lots without an alley and for corner Lots or where City of Plano ordinances require otherwise, garages shall, if possible, face a side street or property lines which are not the street frontage. For Lots 3-27 and 52-54 in Block B, garages may face a street, but no 16' garage door shall be included in the plans or installed without the prior written consent of the Architectural Control Committee. Porte cocheres must be approved in writing by the Architectural Control Committee.

9.14 Landscaping and Sprinkler System. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Any Lot constructed to have and containing an underground water sprinkling system shall be designed to provide sufficient water to all front yards and side yards not enclosed by solid fencing and shall conform with all municipal regulations relating to same. Weather permitting, each Lot shall be fully landscaped within forty-five (45) days after the date the residence thereon is complete. All front yards of Lots 3-27 and 30-61, Block B; Lots 10-34, Block C; Lots 1-35, Block D; Lots 1-38, Block E; Lots 1-17, Block F and Lots 36-47, Block H shall have at least two (2) 6" caliper trees installed as part of the landscaping. For any Lot not listed above in this Section 9.14, the front yards of each Lot shall have at least three (3) 6" caliper trees installed. Each Owner shall be responsible for maintaining his own landscaping in a healthy and maintained condition.

9.15 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front or side building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the City of Plano, Texas. For Lots 3-27 and Lots 30-61, Block B; Lots 10-34, Block C; Lots 1-35, Block D; Lots 1-38 Block E; Lots 1-17, Block F and Lots 36-47, Block H; the currently approved minimum fencing material is eight foot high cedar pickets used to form a privacy fence. For all other Lots, the minimum fencing material is eight foot high cedar presenting a solid, board-to-board facing. Fences on all Lots shall be supported by steel poles with all wooden runners

and cross-supports installed or exposed to the interior side of each Lot. No prior approval by the Architectural Control Committee will be required for erection of a fence comprised of such currently approved minimum fencing material. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City of Plano, Texas. No chain link fence or other wire type fence shall be erected on any Lot except for temporary chain link fencing installed along the perimeter of the subdivision for interim security. Chain link fencing on tennis courts will only be allowed with the express written approval of the Architectural Control Committee. All service and sanitation facilities, clothes lines and wood piles must be enclosed within fences or walls so as not to be visible from the adjoining lots and residential streets. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the sole opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing.

(a) Front Yard Fencing Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines; provided, however, in connection with fencing from the perimeter of a dwelling to the side property lines, such fence shall be set back at least ten feet (10') from the primary perimeter dwelling wall facing the street. All fencing shall be of construction identical to the type of construction used on the residence located on such Lot or of wood material, provided that such wood fence will have slats with slats not more than six inches (6") wide which are installed vertically only (not horizontally or diagonally), is no higher than eight (8) feet, and is not painted, but may be stained and/or sealed to present and/or maintain a natural look. Any other coating must have Architectural Control Committee approval.

(b) Side and Rear Yard Fencing Fencing between Lots not covered by Section 9.15(e) below, shall be of wood material, is no higher than eight (8) feet, and is not painted, but may be stained and/or sealed to present a natural look. Any other coating must have Architectural Control Committee approval.

(c) Fence Design and Material Any fence on a Lot which is adjacent to any Street (but not portions thereof consisting of any alleys) or which extends from the outer perimeter of a dwelling to the side or rear property lines abutting a Street (but not portions thereof consisting of any alleys) must be approved in writing by the Architectural Control Committee and be built with brick (which must match the brick used in construction of the residence), wrought iron, or wood (which must have brick pillars separating the wood sections and which such brick pillars must be constructed of brick identical to that used on the residence and must be a minimum of eight feet (8') apart and a maximum of sixteen feet (16') apart). Notwithstanding any provision of this Declaration to the contrary, Declarant

shall have the right to amend this Declaration to address fencing design, construction and materials to be incorporated in any fence abutting, surrounding or adjacent to Common Properties.

(d) Side or Rear Yard Fencing - Facing Lake(s) and Common Properties. No fencing, except for four (4) foot high decorative metal fencing, shall be constructed at the side or rear Lot lines abutting Common Properties without the express written approval of the Architectural Control Committee.

(e) Side Yard Transitional Fencing - For Lots Facing Lake(s) and Common Properties. For a distance of not less than fifteen feet (15') from the rear Lot line, a Lot facing a Lake(s) and/or the Common Properties shall contain a section of transitional fencing. This section of transitional fencing shall consist of a decorative metal fence or wrought iron material similar to the rear yard fencing requirements discussed in Section 15(d), above. Each section of transitional fencing shall uniformly relate to and provide a transition from the eight foot (8') height of the side yard wooden fence, if applicable, stair-stepping down to the four foot (4') high decorative metal fencing of the rear Lot line. As a standard, the depiction of this transition shown on the attached Exhibit "F" (which is incorporated by reference herein for all purposes) shall be acceptable.

(f) Fence Design Variances. Upon written request by Owner, the Architectural Control Committee, may, in its sole and absolute discretion, permit construction of fences or walls which are at variance with the provisions of this Section 9.15, if, when and as the Architectural Control Committee in the sole and absolute discretion determines that a proposed fence or wall at variance with these provisions is an integral part of the architectural style or design of the proposed dwelling for that Lot. In making that decision, the Architectural Control Committee shall take into account the relationship of the materials to the dwelling and the impact, if any of any adjacent Lot or other Lot directly affected by that variance.

9.16 Trash Receptacles and Collections. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Plano, Texas, for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Plano, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the City of Plano, Texas, and which shall be

maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

9.17 Exterior Lighting. Reasonable exterior lighting such as, without limitation, floodlights, security lighting, and landscaping lighting, shall be permitted on Lots within Kings Ridge except to the extent such exterior lighting becomes a nuisance to neighboring Lots due to the amount or nature of such exterior lighting. Upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

9.18 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

9.19 Satellite Dish and Antennas Restriction. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. No satellite dish shall be visible from public streets, Common Properties or the front yard of adjoining Lots. Unless otherwise approved by the Architectural Control Committee, a satellite dish shall not exceed eighteen inches (18") in diameter.

9.20 Mailboxes. Each Lot shall be served by an individual mailbox constructed in a manner to comply with United States Postal Service regulations. Each such mailbox shall be built using brick materials to elevate and support a U.S. Postal Service mailbox container. Placement of the mailboxes shall be at the edge of a Lot line so that the mailbox for each Lot is adjacent or "doubled" for the mailbox on the adjoining Lot. U.S. Postal Service representatives will mark location for mailbox placement on request.

9.21 Temporary Structures and Vehicles. During construction, no temporary structure of any kind shall be erected or placed upon any Lot except as approved by the City of Plano upon written permission for the placement of same by an Owner, or as provided in this paragraph. After completion of the residence built on each Lot, no trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be

placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operations on the Property, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Property. Any other truck, pickup, sport utility vehicles or other trucks of three-quarter of a ton or less which are used for non-commercial purposes may be parked in a driveway. Any other truck in excess of three-quarter ton, any commercial vehicle, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than conventional automobile shall, if brought with the Property, be stored, placed or parked within the garage of the appropriate Owner or concealed from view from adjoining Lots, Common Properties, or public streets, unless approved in writing by the Architectural Control Committee.

9.22 Signs. No signs or flags shall be displayed to the public view on any Lot, structure or vehicle without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant and builders may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots; (ii) signs of customary dimensions (not to exceed 3' x 4' maximum) advertising said Property or portions thereof for sale; and (iii) signs of customary dimensions (not to exceed 3' x 4') (A) advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, or (B) in support of sports teams of schools located in Plano or Lewisville, Texas areas, provided that such signs shall not be erected more than a reasonable period of time (in no event to exceed 180 days as to political signs and 14 days as to school team support signs) in advance of the election (as to political signs) or the team event (as to school team sports signs) to which they pertain and are removed within 15 days after the election (as to political signs) and within 2 days as after the sports event (as to school team support signs). Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Plano, Texas, as such standards may be applicable to the Property.

9.23 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Minimum finished floor elevations established on the Plat shall be maintained.

9.24 Drilling and Mining Operations. No oil and/or gas drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil and/or gas wells, pipelines for any substance other than water and/or storm/sanitary sewer, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

9.25 Offensive Activities. No obnoxious, offensive, immoral or criminal activity may be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No trade or business may be conducted from a home constructed on a Lot, save such activities which are currently referred to as "telecommuting." No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets (not to exceed three (3) adult animals) may be kept, provided that such approved domesticated dogs, cats or other household pets are not kept, bred or maintained for commercial purposes.

9.26 Swimming and Fishing.

(a) No wading, swimming or fishing shall be allowed in any lake, waterway or drainage way situated within the Common Properties.

(b) **Swimming Pools.** The addition of a swimming pool to any Property shall be subject to submission of plans to the Architectural Control Committee. Construction of a swimming pool shall in all events comply with City of Plano requirements regarding the design, installation, fencing and all other requirements relating to swimming pools.

9.27 Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;

- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
- (xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions of Section 9.27(b) above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner of the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum equal to the cost of the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Section 9.27(b) and (c) above shall, jointly and severally, be liable for

the cost of such work (such costs constituting a special individual assessment as specified in Section 5.05(b) hereof) and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

9.28 Maintenance of Common Properties. The Common Properties (including landscaping comprising portions of the Common Properties) after the dedication of same by plat and/or any conveyance by the Declarant to the Association, shall be owned and maintained by the Association. The Association shall be responsible for maintenance, repair and/or replacement of all hardscape features now or hereafter installed within the Common Properties. In the event of damage or disrepair, the Association shall replace, repair and/or remove any hardscape, landscape or other improvement within the Common Properties in a timely manner.

9.29 Retaining Walls. Any retaining wall, including but not limited to those facing lakes, shall be engineered and designed walls made from natural stone or split facing concrete masonry units complementary to improvements provided by the Declarant and/or in such style and made of such material as the Architectural Control Committee may approve upon written submission prior to any construction activity of a retaining wall on any Lot. It is the intention of the Declarant to promote visual continuity in and around the Common Properties, and generally throughout the Subdivision. The Architectural Control Committee and/or the Association, as appropriate, shall require the construction of all retaining walls to be responsive to that intent and to enhance the general visual appearance of all Lots and/or Common Properties within the Property.

9.30 Hazardous Materials/Substances. Other than products which are routinely used and/or stored in or about a residential home for the care, maintenance and/or repair of such home, no Lot Owner shall store, house or maintain hazardous materials and/or hazardous substances as those terms are defined under applicable federal, state or local laws, regulations and/or ordinances.

9.31 Conflicting Provisions. The provisions of this Article IX are in addition to those of the Architectural Guidelines which may be published from time to time as architectural bulletins promulgated by the Architectural Control Committee, and the applicable provisions of Article XI hereof, and shall be construed as complementary to each other. Nothing contained herein shall prevent the Association from enforcing any and all other published architectural standards and bulletins in accordance with their respective provisions. If any provisions contained in the Architectural Guidelines or other published architectural bulletins promulgated by the Architectural

Control Committee or the provisions of this Declaration pertaining to the construction, development, reconstruction, repair, occupation and use of the Property and each Lot, conflict with one another, the Architectural Control Committee shall have the authority to make final decisions in interpreting and resolving any such conflicts.

ARTICLE X
USE OF PROPERTY LOTS IN THE SECOND TRACT:
PROTECTIVE COVENANTS APPLICABLE TO THE
SECOND TRACT AND THE THIRD TRACT

The Second Tract and each Lot within the Second Tract situated therein shall be constructed, developed, reconstructed, repaired, occupied and used, subject to the provisions of Article XI hereof, as follows. The Third Tract and each Lot within the Third Tract situated therein shall be constructed, developed, reconstructed, repaired, occupied and used, subject to the provisions of Article XI hereof, but only in respect of following provisions that address or relate to a Lot containing 4,500 square feet of land developed as a "Patio Home Lot" or "Zero Lot Line Lot." No provision of this Article X relating to a "SF-6 Standard Lot" and addressing to the City of Plano standards regarding SF-6 Lots shall apply. The Third Tract shall contain only Patio Home Lots and this provision shall only be read, construed and applied to the Third Tract in a manner consistent with this Declaration of use, as follows:

10.01 Public Use Permitted. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit the State of Texas or any political subdivision thereof, including independent school districts, from using any of the Property affected hereby for public purposes, regardless of the nature of said use.

10.02 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex apartment, garage apartments, or other apartment use.

10.03 Minimum Lot Area. Each Lot shall contain at least four thousand five hundred (4,500) square feet if developed as a Patio Home Lot (or Zero Lot Line) and at least six thousand (6,000) square feet if developed as an SF-6 standard Lot. No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or

reconfiguration of any Lots then owned by Declarant, so long as, such replat results in each resubdivided Lot containing not less than the minimum lot size prescribed by the zoning ordinances of the City of Plano, Texas. Owners shall not unreasonably withhold or delay their joinder or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 10.03 shall be exercisable only by Declarant.

10.04 Minimum Floor Space. All living areas set forth in this Declaration must relate to air conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on Lots developed at Patio Home standards shall contain a minimum living area footage of two thousand (2,000) square feet. For Lots developed at Single Family-6 (SF-6) standards the minimum living area footage shall be two thousand five hundred (2,500) square feet.

10.05 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Property. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

10.06 Setback Requirements and Building Location. In addition to satisfying the Architectural Guidelines (as defined in Article XI) all front, side and rear setbacks must meet the requirements of the City of Plano, Texas and the requirements of the Plat. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

10.07 Height. No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, thirty-five (35) feet, such height to be measured and determined as the vertical distance from the lowest pre-existing grade at the structure. Fireplace chimneys may project two (2) feet above the ridge line. Measurement of the 35 foot height restriction shall be made from the front doorway entry of each single-family residence, and shall not apply to any Lot where the change of grade of the Lot permits construction of a basement where any part of that basement is exposed to or accessible from the side or back of the single-family residence.

10.08 Driveways. Each Lot must be accessible to the adjoining street or alley by a driveway suitable for such purposes and meet the requirements of the City of Plano, Texas before the residential structure located on such Lot may be occupied or used.

10.09 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

10.10 Drainage. Neither the Declarant nor his successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, alleys, drainage easements, or Common Properties, and in conformity with the general drainage plans for the subdivision.

10.11 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be required during building construction. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be substantially landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Property or from any other Lot.

10.12 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, stone, stucco, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Property shall not have less than one hundred percent (100%) brick, stone, stucco or other approved masonry product construction excluding only from that requirement those areas, if any, required by the City of Plano to be supported by steel. In such event, the exception to the requirement for masonry product construction shall be varied only to the limited extent required to achieve compliance with City of Plano requirements and to maintain the intended general exterior uniform appearance of all improvements built on each Lot. The exterior walls of any fireplace or chimney shall be one hundred percent (100%) brick, stone or stucco construction. The surface area of windows surrounded completely by brick may be included

within the computation of the exterior brick stone or stucco wall area of a residence. No previously used materials, other than fired antique brick, shall be permitted on the exterior of the residential structures located within the Property.

Any roof shall be constructed of slate, clay tile or architectural tab composition with a materials warranty and/or a weight as provided below, or otherwise as specifically approved by the Architectural Control Committee in writing prior to the commencement of construction.

The currently approved minimum standards for roofing material for all Lots are for a twenty-five year, three tab, 240 lb. shingle that is of a color similar to weathered wood, antique slate, oxford gray, or of any similar color. The Architectural Control Committee may approve of other roofing materials, but it will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. The roof pitch of any structure must be 8/12 or greater, unless the Architectural Control Committee approves a lesser pitch (and a 6/12 pitch for a roof surface on the backside of a house, a covered porch or other surface not visible from the street shall be acceptable). Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee, and no change to the original exterior paint color shall be made without the prior written approval of the Architectural Control Committee.

(b) Lots marked with arrows on the Approved Final Plat are zero lot line and prohibit window openings to the specified side of the Lot per the City of Plano. Lots not marked on the Approved Final Plat with an arrow have no view restrictions or requirements for window material and construction provided herein.

(c) Construction of a new single family dwelling on any Lot on which a concrete sidewalk is to be located as set forth in the development plans for the Property shall include the placement of a four (4) foot wide concrete sidewalk across the entire frontage of such Lot. Such sidewalks shall be constructed in conformity with the then existing ordinances, standards and codes promulgated by the City of Plano, Texas.

(d) Each residential structure shall have installed on the outside wall of that dwelling an electrical service connection which conforms with all applicable municipal requirements and the design of which and the materials used in construction shall have been approved by the Architectural Control Committee.

(e) No above ground-level swimming pools shall be installed on any Lot.

(f) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all

interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be begun on or before the expiration of one (1) year from the date of the Closing of that Lot purchased and shall be substantially completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(g) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

(h) Any change of colors desired by an Owner in repainting the exterior surface of any improvements which does not utilize and establish color approved by the Architectural Control Committee shall be subject to prior written approval from the Architectural Control Committee.

10.13 Garages and Servants Quarters. In addition to complying with the Architectural Guidelines, each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Detached garages, servants quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porta cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless a new garage is constructed to meet the requirements of this Section. Porte cocheres must be approved in writing by the Architectural Control Committee.

10.14 Landscaping and Sprinkler System. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Any Lot constructed to have and containing an underground water sprinkling system shall be designed to provide sufficient water to all front yards and side yards not enclosed by solid fencing and shall conform with all municipal regulations relating to same. Weather permitting, each Lot shall be fully landscaped within forty-five (45) days after the date the residence thereon is complete. All front yards of the Patio Home Lots shall have at least one (1) 4" minimum caliper tree installed as part of the landscaping. For all SF-6 Lots, the front yards shall have at least two (2) minimum 4" caliper trees installed. Each Owner shall be responsible for maintaining his own landscaping in a healthy and maintained condition.

10.15 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front or side building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the City of Plano, Texas. The currently approved minimum fencing material for all Lots is cedar pickets used to form a privacy fence and shall be a minimum of six (6) feet high presenting a solid, board-to-board facing. All fences shall be supported by steel poles with all wooden runners and cross-supports installed or exposed to the interior side of each corner Lot. No prior approval by the Architectural Control Committee will be required for erection of a fence comprised of such currently approved minimum fencing material. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City of Plano, Texas. No chain link fence or other wire type fence shall be erected on any Lot except for temporary chain link fencing installed along the perimeter of the subdivision for interim security. Chain link fencing on tennis courts will only be allowed with the express written approval of the Architectural Control Committee. All service and sanitation facilities, clothes lines and wood piles must be enclosed within fences or walls so as not to be visible from the adjoining lots and residential streets. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the sole opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing.

(a) Front Yard Fencing Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines; provided, however, in connection with fencing from the perimeter of a dwelling to the side property lines, such fence shall be set back at least ten feet (10') from the corner of the nearest adjacent wall facing either the side property line or the street right-of-way. All fencing shall be of construction identical to the type of construction used on the residence located on such Lot or of wood material, provided that such wood fence will have slats with slats not more than six inches (6") wide which are installed vertically only (not horizontally or diagonally), is no higher than eight (8) feet, and is not painted, but may be stained and/or sealed to present and/or maintain a natural look. Any other coating must have Architectural Control Committee approval.

(b) Side and Rear Yard Fencing Fencing for all Lots shall be of wood material and a minimum height of six (6) feet, and is not painted, but may be stained and/or sealed to present a natural look. Any other coating must have Architectural Control Committee approval.

(c) Fence Design and Material. For Lots developed at SF-6 standards, which are adjacent to any Street or which extend from the outer perimeter of a dwelling to the side or rear property lines abutting a Street must be approved in writing by the Architectural Control Committee and be built with brick (which must match the brick used in construction of the residence), wrought iron, or wood (which must have brick pillars separating the wood sections and which such brick pillars must be constructed of brick identical to that used on the residence and must be a minimum of eight feet (8') apart and a maximum of sixteen feet (16') apart). Notwithstanding any provision of this Declaration to the contrary, Declarant shall have the right to amend this Declaration to address fencing design, construction and materials to be incorporated in any fence abutting, surrounding or adjacent to Common Properties.

(d) Side or Rear Yard Fencing - Facing Lake(s) and Common Properties. No fencing, except for four (4) foot high decorative metal fencing, shall be constructed at the side or rear Lot lines abutting Common Properties without the express written approval of the Architectural Control Committee.

(e) Side Yard Transitional Fencing - For Lots Facing Lake(s) and/or Common Properties. For a distance of not less than eight feet (8') from the rear Lot line, a Lot facing a Lake(s) and/or the Common Properties shall contain a section of transitional fencing. Any section of transitional fencing shall consist of a decorative metal fence or wrought iron material similar to the rear yard fencing requirements discussed in Section 15(d), above. Each section of transitional fencing shall uniformly relate to and provide a transition from the side yard fence, stair-stepping down to the four foot (4') high decorative metal fencing of the rear Lot line. As a standard, the depiction of this transition shown on the attached Exhibit "F" (which is incorporated by reference herein for all purposes) shall be acceptable.

(f) Fence Design Variances. Upon written request by Owner, the Architectural Control Committee, may, in its sole and absolute discretion, permit construction of fences or walls which are at variance with the provisions of this Section 10.15, if, when and as the Architectural Control Committee in the sole and absolute discretion determines that a proposed fence or wall at variance with these provisions is an integral part of the architectural style or design of the proposed dwelling for that Lot. In making that decision, the Architectural Control Committee shall take into account the relationship of the materials to the dwelling and the impact, if any of any adjacent Lot or other Lot directly affected by that variance.

10.16 Trash Receptacles and Collections. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Plano, Texas, for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so

and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Plano, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the City of Plano, Texas, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

10.17 Exterior Lighting. Reasonable exterior lighting such as, without limitation, floodlights, security lighting, and landscaping lighting, shall be permitted on Lots within Kings Ridge except to the extent such exterior lighting becomes a nuisance to neighboring Lots due to the amount or nature of such exterior lighting. Upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

10.18 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

10.19 Satellite Dish and Antennas Restriction. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. No satellite dish shall be visible from public streets, Common Properties or the front yard of adjoining Lots. Unless otherwise approved by the Architectural Control Committee, a satellite dish shall not exceed eighteen inches (18") in diameter.

10.20 Mailboxes. Each Lot shall be served by an individual mailbox constructed in a manner to comply with United States Postal Service regulations. For Lots developed at Patio Home standards, each mailbox shall be an individual cast aluminum mailbox which is manufactured by Brandon Industries, model #A2-BK (with black finish. For Lots developed at SF-6 standards, each mailbox shall be either the above mentioned model #A2-BK or built using brick materials to elevate

and support a U.S. Postal Service mailbox container. Any other mailbox must be approved in writing by the Architectural Control Committee. Placement of the mailbox shall be at the edge of a Lot line so that the mailbox for each Lot is adjacent or "doubled" for the mailbox on the adjoining Lot. U.S. Postal Service representatives will mark location for mailbox placement on request.

10.21 Temporary Structures and Vehicles. During construction, no temporary structure of any kind shall be erected or placed upon any Lot except as approved by the City of Plano upon written permission for the placement of same by an Owner, or as provided in this paragraph. After completion of the residence built on each Lot, no trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operations on the Property, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Property. Any other truck, pickup, sport utility vehicles or other trucks of three-quarter of a ton or less which are used for non-commercial purposes may be parked in a driveway. Any other truck in excess of three-quarter ton, any commercial vehicle, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than conventional automobile shall, if brought with the Property, be stored, placed or parked within the garage of the appropriate Owner or concealed from view from adjoining Lots, Common Properties, or public streets, unless approved in writing by the Architectural Control Committee.

10.22 Signs. No signs or flags shall be displayed to the public view on any Lot, structure or vehicle without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant and builders may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots; (ii) signs of customary dimensions (not to exceed 3' x 4' maximum) advertising said Property or portions thereof for sale; and (iii) signs of customary dimensions (not to exceed 3' x 4') (A) advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, or (B) in support of sports teams of schools located in Plano or Lewisville, Texas areas, provided that such signs shall not be erected more than a reasonable period of time (in no event to exceed 180 days as to political signs and 14 days as to school team support signs) in advance of the election (as to political signs)

or the team event (as to school team sports signs) to which they pertain and are removed within 5 days after the election (as to political signs) and within 2 days as after the sports event (as to school team support signs). Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Plano, Texas, as such standards may be applicable to the Property.

10.23 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Minimum finished floor elevations established on the Plat shall be maintained.

10.24 Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

10.25 Offensive Activities. No obnoxious, offensive, immoral or criminal activity may be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No trade or business may be conducted from a home constructed on a Lot, save such activities which are currently referred to as "telecommuting." No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets (not to exceed three (3) adult animals) may be kept, provided that such approved domesticated dogs, cats or other household pets are not kept, bred or maintained for commercial purposes.

10.26 Swimming and Fishing.

(a) No wading, swimming or fishing shall be allowed in any lake, waterway or drainage way situated within the Common Properties.

(b) **Swimming Pools.** The addition of a swimming pool to any Property shall be subject to submission of plans to the Architectural Control Committee. Construction of a swimming pool shall in all events comply with City of Plano requirements regarding the design, installation, fencing and all other requirements relating to swimming pools.

10.27 Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or

other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
- (xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions of Section 10.27(b) above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall

have the authority and right to go onto the Lot of such Owner of the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum equal to the cost of the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Section 10.27(b) and (c) above shall, jointly and severally, be liable for the cost of such work (such costs constituting a special individual assessment as specified in Section 5.05(b) hereof) and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

10.28 Maintenance of Common Properties. The Common Properties (including landscaping comprising portions of the Common Properties) after the dedication of same by plat and/or any conveyance by the Declarant to the Association, shall be owned and maintained by the Association. The Association shall be responsible for maintenance, repair and/or replacement of all hardscape features now or hereafter installed within the Common Properties. In the event of damage or disrepair, the Association shall replace, repair and/or remove any hardscape, landscape or other improvement within the Common Properties in a timely manner.

10.29 Retaining Walls. Any retaining wall, including but not limited to those facing lakes, shall be engineered and designed walls made from natural stone or split facing concrete masonry units complementary to improvements provided by the Declarant and/or in such style and made of such material as the Architectural Control Committee may approve upon written submission prior to any construction activity of a retaining wall on any Lot. It is the intention of the Declarant to promote visual continuity in and around the Common Properties, and generally throughout the Subdivision. The Architectural Control Committee and/or the Association, as appropriate, shall require the construction of all retaining walls to be responsive to that intent and to enhance the general visual appearance of all Lots and/or Common Properties within the Property.

10.30 Hazardous Materials/Substances. Other than products which are routinely used and/or stored in or about a residential home for the care, maintenance and/or repair of such home,

no Lot Owner shall store, house or maintain hazardous materials and/or hazardous substances as those terms are defined under applicable federal, state or local laws, regulations and/or ordinances.

10.31 Conflicting Provisions. The provisions of this Article X are in addition to those of the Architectural Guidelines which may be published from time to time as architectural bulletins promulgated by the Architectural Control Committee, and the applicable provisions of Article X hereof, and shall be construed as complementary to each other. Nothing contained herein shall prevent the Association from enforcing any and all other published architectural standards and bulletins in accordance with their respective provisions. If any provisions contained in the Architectural Guidelines or other published architectural bulletins promulgated by the Architectural Control Committee or the provisions of this Declaration pertaining to the construction, development, reconstruction, repair, occupation and use of the Property and each Lot, conflict with one another, the Architectural Control Committee shall have the authority to make final decisions in interpreting and resolving any such conflicts.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

11.01 Architectural Control Committee. Until termination of the Class B membership, the Architectural Control Committee, hereinafter called the "Committee", shall be comprised of three (3) or more individuals elected and appointed by the Declarant (any or all of which individuals Declarant may remove and replace at any time and from time to time for any or no reason, in which event any such individual shall, at Declarant's request, execute a written resignation in form acceptable to Declarant). So long as Declarant owns at least one (1) Lot and until such time as construction of a new home shall occur on that last remaining Lot, Declarant shall retain all rights to be a member of, appoint members to remove, replace or otherwise govern the composition of the Committee. After the last date the last Lot is sold and after that date upon which a new home on that last Lot shall have commenced, Declarant's rights over the Committee shall terminate and the Committee shall be composed of such individuals selected by a vote of the Members taken in accordance with Section 3.03 hereof. The Committee shall use commercially reasonable efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

At anytime, a majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the Declarant, or remaining members of the Committee, as applicable, shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages

(except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Denton County, Texas.

11.02 Architectural Approval. No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvements, construction plans and specifications thereof and grading plans therefor have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping, if available at that date, with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. Landscaping consistent with the requirements contained in this Declaration and reasonably suitable for the size of a Lot and placement of improvements built thereon shall be completed in a timely manner. Plans for such landscaping shall be presented to the Architectural Control Committee upon request, but completion of landscape plans shall not be a requirement for the commencement of construction of a residence on a Lot. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonably specific statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this

paragraph shall affect in any way the method for seeking or granting variances, as described in Section 11.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping of all such matters, and to recover any such damages and hereby releases and quits all claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for and no assurance is given or should be informed about the quality, sufficiency or adequacy of engineering or structural design or adequacy of materials, and by approving such plans and specifications. Neither the Committee, the members of the Committee, the Declarant, nor the Association assumes and each hereby disclaims any liability or responsibility therefor, for any defect in any structure constructed from such plans and specifications.

11.03 Variances. After receipt of a written request for a variance, the Committee may, from time to time and in its sole and absolute discretion, approve the construction, erection or installation of improvements which are at variance with architectural standards, published architectural bulletins, this Declaration or other variations which may have been previously granted. In any case, a request for a variation shall be granted if there is basic conformity with and a commitment to achieve effective architectural style and design with the existing community. However, in no event shall any variance reduce the required floor area by more than ten percent (10%). The decision of the Architectural Control Committee regarding a requested variance is and shall be final. No member of the Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant and/or denial of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions and architectural standards provided hereunder against any other Lot Owner.

11.04 Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

ARTICLE XII
EASEMENTS

12.01 Ingress and Egress by the Association. The Declarant and the Association shall, at all times, have full rights or ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that (i) any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, (ii) any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association, and (iii) entry upon each Lot shall not include the right to enter or encroach into any dwelling. The Declarant and Association shall, except in the case of emergency, give notice to Owners before exercising the right contained in this Section 12.01.

12.02 General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Property, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Property, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such Owner's Lot.

12.03 Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

12.04 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Above or underground electric, storm

sewer, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangement with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements of underground service shall be kept clear of all other improvements, and neither the grantee or nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

12.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

ARTICLE XIII **GENERAL PROVISIONS**

13.01 Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of fifteen (15) years from the date that this Declaration is recorded in the office of the County Clerk of Denton County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Members entitled to cast sixty-seven percent (67%) of the votes of the Association in the aggregate, regardless of class, and has been recorded in the Deed Records, Denton County, Texas, agreeing to abolish this Declaration in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment and any such approvals required to be received from HUD/VA have been obtained.

13.02 Amendments. Notwithstanding Section 13.01 of this Article this Declaration may be Amended and/or changed in part as follows:

(a) For so long as the Declarant owns any Lot within Kings Ridge for development and sale, Declarant may unilaterally amend this Declaration if such amendment

is necessary (i) to bring any provisions of this Declaration 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 Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation, to make purchase, insure, or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. Any amendment pursuant to this paragraph shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

(b) Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be Amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 67% of the total Class "A" votes in the Association, including 67% of the Class "A" votes held by Members other than Declarant, and the consent of Declarant, so long as Declarant owns any property now subject to this Declaration or which hereafter may become subject to this Declaration in accordance with Section 2.02.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Denton County, Texas. Notwithstanding the prior provisions of this Section 13.02, the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only. Notwithstanding anything to the contrary contained in this Section 13.02, in no event shall any amendment, modification or change (other than amendments solely for the purpose of correcting technical or typographical errors or for clarification) be made to this Declaration without the written consent of Declarant's Lender, if any, and HUD/VA, if applicable, pursuant to Section 13.10.

13.03 Enforcement. Enforcement of this Declaration by the Association or any Owner shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by this Declaration; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.04 Severability. Invalidation of any one of this Declaration by judgment or court order shall in no way affect any other provision of this Declaration or the remainder of this Declaration which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or

unenforceable provision, there shall be added automatically as a part of this Declaration a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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

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

13.07 Notices to Mortgagees. If a holder of a mortgage or deed of trust on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage or deed of trust, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration. However, the giving or receipt of notice by any such mortgagee shall in no manner limit, restrict or qualify the rights of the Association to proceed in accordance with the terms of this Declaration to enforce a Lot Owner's obligations as contained in this Declaration.

13.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

13.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of his right, title and interest in and to the Property and assign all his rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

13.10 FHA/VA. Notwithstanding any other provision of this Declaration to the contrary, for as long as a Class B membership exists, annexation of Additional Property (except for annexation by Declarant in accordance with a plan of annexation previously approved by HUD or VA), dedication of a Common Property to any public entity, mergers and consolidations, dissolution of the Association; and a material amendment to this Declaration other than the supplementation described

above shall satisfy the requirements, if any, of prior written approval by HUD/VA (if the Property is approved by HUD/VA).


13.11 Transfer or Dedication of Common Properties. Notwithstanding any other provision of this Declaration to the contrary, the Association may only dedicate, transfer, or mortgage portions of the Common Properties with the approval of 67% of the Class "A" Members of the Association and the consent of the Class B Members, if any.

17 IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this day of January, 2007.

DECLARANT:

PROSPER LAND COMPANY, LTD.

By: Huie Construction Company, Inc.

By: 
David A. Whitsett, Vice President

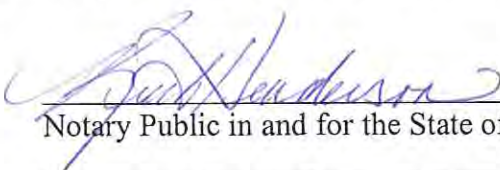
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of January, 2007, by David A. Whitsett, as Vice President of Huie Construction Company, Inc., the corporate general partner of Prosper Land Company, Ltd., a Texas limited partnership on behalf of said limited partnership.



My Commission Expires:


Notary Public in and for the State of Texas

Notary Public Printed or Typed Name

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINGS RIDGE, PHASE ONE, KINGS RIDGE, PHASE TWO, AND KINGS RIDGE, PHASE THREE DEVELOPMENTS IN THE CITY OF PLANO, DENTON COUNTY, TEXAS

EXHIBIT "A"
to
**Fourth Amended and Restated Declaration of Covenants,
Conditions, and Restrictions for
Kings Ridge, Phase One, Kings Ridge, Phase Two and
Kings Ridge, Phase Three
Development in the City of Plano, Denton County, Texas**

Being a tract of land out of the M. Hallmark Survey, Abstract No. 570, the H.B. Miller Survey, Abstract No. 835, and the B. Schoonover Survey, Abstract No. 1208, in the City of Plano, Denton County, Texas, and being part of the 211.14 acre tract of land described in deed to Prosper Land Company, LLC, recorded in Denton County Clerk's File No. 97-R0085892 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1" iron rod found with a red plastic cap stamped "PBS&J INC." (hereinafter called 1" iron rod found) in the centerline of McKamy Trail (undedicated ROW) for the southeast corner of the before mentioned 211.14 acre tract and the southwest corner of KINGS GATE, an addition to the City of Plano, Denton County, Texas according to the plat thereof recorded in Cabinet M, Slide 91 of the Plat Records of Denton County, Texas:

THENCE with the centerline of said McKamy Trail, the following courses and distances to wit:

South 89°58' 30" West, a distance of 1323.80 feet to a 1" iron rod set with a red plastic cap stamped "PBS&J Inc" (hereinafter called 1" iron rod set) for corner;
North 00° 18' 16" West, a distance of 210.32 feet to a 1" iron rod set for corner;
South 89° 29' 17" West, a distance of 1142.25 feet to a 1" iron rod set for corner;

THENCE leaving the centerline of said McKamy Trail, North 02° 22' 35" West, a distance of 55.03 feet to a 1" iron rod set for the southwest corner of the tract of land described in deed to North Texas Municipal Water District, recorded in Denton County Clerk's File No. 93-R0040432 of the Real Property Records of Denton County, Texas;

THENCE with the south line of the said North Texas Municipal Water District tract, North 89° 29' 12" East, a distance of 209.42 feet to a 1" iron rod set for the southeast corner of the said tract;

THENCE with the east line of the said North Texas Municipal Water District tract, North 02° 22' 35" West, a distance of 208.11 feet to a 1" iron rod set for corner;

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINGS RIDGE, PHASE ONE, KINGS RIDGE, PHASE TWO, AND KINGS RIDGE, PHASE THREE DEVELOPMENTS IN THE CITY OF PLANO, DENTON COUNTY, TEXAS

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THENCE with the north line of the said North Texas Municipal Water District tract, South 89° 29' 12" West, a distance of 208.39 feet to a 1" iron rod set for corner in the east right-of-way line of Burlington Northern Railroad (100' ROW);

THENCE with the east right-of-way line of said Burlington Northern Railroad, North 06° 36' 57" East, a distance of 2783.69 feet to a 1" iron rod set for corner;

THENCE leaving the east right-of-way line of said Burlington Northern Railroad, the following courses and distances to wit:

South 83° 23' 08" East, a distance of 292.45 feet to a 1" iron rod set for corner;
North 63° 26' 06" East, a distance of 250.90 feet to a 1" iron rod set for corner;
South 59° 43' 03" East, a distance of 342.34 feet to a 1" iron rod set for corner;
North 80° 57' 38" East, a distance of 192.28 feet to a 1" iron rod set for corner;
South 68° 44' 34" East, a distance of 569.44 feet to a 1" iron rod set for corner in the west line of a 33.993 acre tract of land as described in deed to K.G. Partners, LTD. and recorded under Denton County Clerk's File No. 96-R0088628 of the Real Property Records of Denton County, Texas;

THENCE with the west line of said 33.993 acre tract and before mentioned KINGS GATE, the following courses and distances to wit:

South 06° 53' 46" West, a distance of 1120.36 feet to a 1" iron rod set for corner;
South 02° 03' 58" East, a distance of 606.67 feet to a 1" iron rod found for corner;
South 29° 09' 49" East, a distance of 590.37 feet to a 1" iron rod found point for corner;
South 59° 58' 27" East, a distance of 255.01 feet to a 1" iron rod found point for corner;
South 47° 45' 03" East, a distance of 294.24 feet to a 1" iron rod found for corner;
South 01° 39' 41" East, a distance of 397.93 feet to the POINT OF BEGINNING and containing 123.8883 acres of land.

EXHIBIT "B"
to
**Fourth Amended and Restated Declaration of Covenants,
Conditions, and Restrictions for
Kings Ridge, Phase One, Kings Ridge, Phase Two, and
Kings Ridge, Phase Three
Development in the City of Plano, Denton County, Texas**

**TRACT ONE
23.934 ACRES**

WHEREAS, PROSPER LAND COMPANY, Ltd. is the owner of a tract of land in the M. HALLMARK SURVEY, Abstract No. 570, the H.B. MILLER SURVEY, Abstract No. 835, and the B.B.B. & C.R.R. COMPANY SURVEY, Abstract No. 174, in the City of Plano, Denton County, Texas, and being part of the 211.14 acre tract of land described in deed to Prosper Land Company, LLC, recorded in Denton County Clerk's File No. 97-R0086892 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod found with cap stamped "PBSJ INC" (hereinafter called a 5/8" iron rod found) at the intersection of the west right-of-way line of King's Manor Lane (60' Right-of-way) with the north line of King's Ridge, Phase One, as recorded in Cabinet R, Slide 332 of the Plat Records of Denton County, Texas, and at the beginning of a curve to the left, having a central angle of 15°26'37", a radius of 420.00 feet and a chord bearing North 01°59'23" West, 112.87 feet;

THENCE Northwesterly with said curve, an arc distance of 113.21 feet to a point;

THENCE North 09°42'42" West, a distance 54.45 feet to a 5/8" iron rod set with cap stamped "PBSJ INC" (hereinafter called a 5/8" iron rod set) for the **POINT OF BEGINNING**;

THENCE leaving the west right-of-way line of said King's Manor Lane, the following:

South 80°57'38" West, a distance of 50.99 feet to a 5/8" iron rod found for corner;

North 59°43'03" West, a distance of 342.34 feet to a 5/8" iron rod found for corner;

South 63°26'06" West, a distance of 250.90 feet to a 5/8" iron rod found for corner;

North 83°23'08" West, a distance of 292.44 feet to a 5/8" iron rod found at the east right-of-way line of Burlington Northern Railroad (100' right-of-way) for corner;

THENCE with the east right-of-way line of said Burlington Northern Railroad, North 06°36'57" East, a distance of 1729.60 feet to a 5/8" iron rod set;

THENCE leaving the east right-of-way line of said Burlington Northern Railroad, the following:

South 89°47'58" East, a distance of 507.00 feet to a 5/8" iron rod set for corner;

South 54°08'58" East, a distance of 291.38 feet to a 5/8" iron rod set for corner;

South 89°59'43" East, a distance of 267.97 feet to a 5/8" iron rod set in the west right-of-way of said King's Manor Lane and at the beginning of a curve to the left, having a central angle of 58°20'52", a radius of 480.00 feet and a chord bearing South 60°49'47" West, 467.96 feet;

THENCE with the west right-of-way line of said King's Manor Lane, the following:

Southwesterly with said curve, an arc distance of 488.81 feet to a 5/8" iron rod set for corner;

South 31°39'21" West, a distance of 387.08 feet to a 5/8" iron rod set at the beginning of a curve to the left, having a central angle of 69°40'06", a radius of 530.00 feet and a chord bearing South 03°10'42" East, 605.48 feet;

Southwesterly with said curve, an arc distance of 644.45 feet to a 5/8" iron rod set for corner;

South 38°00'45" East, a distance of 164.59 feet to a 5/8" iron rod set at the beginning of a curve to the right, having a central angle of 28°18'04", a radius of 570.00 feet and a chord bearing South 23°51'43" East, 278.70 feet;

Southeasterly with said curve, an arc distance of 281.55 feet to a 5/8" iron rod set for corner;

South 09°42'42" East, a distance of 86.30 feet to the **POINT OF BEGINNING** and containing 23.934 acres of land.

Basis of bearings King' Ridge, Phase One, as recorded in Cabinet R, Slide 332 of the Plat Records of Denton County, Texas.

TRACT TWO
34.239 ACRES

WHEREAS, PROSPER LAND COMPANY, Ltd. is the owner of a tract of land in the H.B. MILLER SURVEY, Abstract No. 835, the H. COOK SURVEY, Abstract No. 235, and the B.B.B. & C.R.R. COMPANY SURVEY, Abstract No. 174, in the City of Plano, Denton County, Texas, and being part of the 211.14 acre tract of land described in deed to Prosper Land Company, LLC, recorded in Denton County Clerk's File No. 97-R0086892 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod found with cap stamped "PBSJ INC" (hereinafter called a 5/8" iron rod found) at the intersection of the east right-of-way line of King's Manor Lane (60' Right-of-way) with the north line of King's Ridge, Phase One, as recorded in Cabinet R, Slide 332 of the Plat Records of Denton County, Texas, and at the beginning of a curve to the left, having a central angle of 15°22'45", a radius of 480.00 feet and a chord bearing North 02°01'19" West, 128.45 feet;

THENCE Northwesterly with said curve, an arc distance of 128.84 feet to a point;

THENCE North 09°42'42" West, a distance 53.74 feet to a 5/8" iron rod set with cap stamped "PBSJ INC" (hereinafter called a 5/8" iron rod set) for the **POINT OF BEGINNING**;

THENCE continuing along the east right-of-way line of said King's Manor Lane, the following:

North 09°42'42" West, a distance of 87.00 feet to a 5/8" iron rod set at the beginning of a curve to the left, having a central angle of 28°18'04", a radius of 630.00 feet and a chord bearing North 23°51'43" West, 308.03 feet;

Northwesterly with said curve, an arc distance of 311.19 feet to a 5/8" iron rod set for corner;

North 38°00'45" West, a distance of 164.59 feet to a 5/8" iron rod set at the beginning of a curve to the right, having a central angle of 69°40'06", a radius of 470.00 feet and a chord bearing North 03°10'42" West, 536.93 feet;

Northwesterly with said curve, an arc distance of 571.49 feet to a 5/8" iron rod set for corner;

North 31°39'21" East, a distance of 387.08 feet to a 5/8" iron rod set at the beginning of a curve to the right, having a central angle of 58°20'52", a radius of 420.00 feet and a chord bearing North 60°49'47" East, 409.47 feet;

Northeasterly with said curve, an arc distance of 427.71 feet to a 5/8" iron rod set for corner;

South 89°59'47" East, a distance of 256.99 feet to a 5/8" iron rod set at the beginning of a corner clip between the east right-of-way of said King's Manor Lane and the west right-of-way of Proposed Spring Creek Parkway (160' right-of-way);

THENCE along said corner clip South 44°59'55" East, a distance of 35.36 feet to a 5/8" iron rod set at the west right-of-way of said Proposed Spring Creek Parkway;

THENCE along the west right-of-way of said Proposed Spring Creek Parkway, the following:

South 00°34'26" East, a distance of 3.50 feet to a 5/8" iron rod set for corner;

South 00°00'13" West, a distance of 177.36 feet to a 5/8" iron rod set at the beginning of a curve to the left, having a central angle of 70°07'45", a radius of 1280.00 feet and a chord bearing South 35°03'03" East, 1470.72 feet;

Southeasterly with said curve, an arc distance of 1566.70 feet to a 5/8" iron rod set in the north line of a tract of land described in deed to King's Gate, recorded in Cabinet M, Slide 91 of the Map Records of Denton County, Texas, for corner;

THENCE along the boundary line of said King's Gate, the following:

South 89°36'21" West, a distance of 764.73 feet to a 5/8" iron rod set for corner;

South 06°53'46" West, a distance of 343.34 feet to a 5/8" iron rod set for corner;

THENCE leaving the boundary line of said King's Gate, the following:

North 68°44'34" West, a distance of 569.44 feet to a 5/8" iron rod set for corner;

South 80°57'38" West, a distance of 81.29 feet to the **POINT OF BEGINNING** and containing 34.239 acres of land.

Basis of bearings King's Ridge, Phase One, as recorded in Cabinet R, Slide 332 of the Plat Records of Denton County, Texas.

EXHIBIT "C"
to
**Fourth Amended and Restated Declaration of Covenants,
Conditions, and Restrictions for
Kings Ridge, Phase One, Kings Ridge, Phase Two and
Kings Ridge, Phase Three
Developments in the City of Plano, Denton County, Texas**

**PROPERTY DESCRIPTION OF COMMON PROPERTIES
IN KINGS RIDGE**

The following areas by reference to Lot and Block are Common Properties as shown on the preliminary and final plats of Kings Ridge.

<u>LOT</u>	<u>BLOCK</u>
11	A
12	A
13	A
14	A
1	B
2	B
28	B
29	B
9	C
15	G
1	N
1	J
20	B

<u>LOT</u>	<u>BLOCK</u>
1	A
23	A
1	B
9	B
13	C
14	G
34	C
1	E
1	F
9	F
6	G
15	G

EXHIBIT "D"
to
**Fourth Amended and Restated Declaration of Covenants,
Conditions, and Restrictions for
Kings Ridge, Phase One, Kings Ridge, Phase Two and
Kings Ridge, Phase Three
Developments in the City of Plano, Denton County, Texas**

BEING a tract of land situated in the B.B.B. & C.R.R. Company Survey, Abstract No. 174, City of Plano, Denton County, Texas, and being the remainder portion of that same tract of land as described in deed to Prosper Land Company, L.L.C. recorded under Clerk's File No. 97-R0086892 in the Real Property Records of Denton County, Texas (RPRDCT), and also being a part of Lot 1, Block N of Kings Ridge Addition Phase Two, an addition to the City of Plano according to the plat thereof recorded in Cabinet V, Page 292 of the Plat Records of Denton County, Texas (PRDCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" at the north end of a corner clip at the intersection of the west line of Spring Creek Parkway (160 foot right-of-way) with the north line of Kings Manor Lane (60 foot right-of-way);

THENCE S 44°27'12" W, along said corner clip, 35.36 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" in the north line of said Kings Manor Lane;

THENCE S 89°27'43" W, along the north line of said Kings Manor Lane, 258.90 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" at the easterly corner of said Lot 1, Block N, at the point of curvature of a circular curve to the left having a radius of 480.00 feet;

THENCE southwesterly, continuing along the north line of said Kings Manor Lane and along said curve to the left, through a central angle of 23°36'54" an arc distance of 197.84 feet and having a chord which bears S 77°39'20" W, 196.44 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" at the easterly corner of Lot 1R, Block N, being a replat of Lot 1, Block N of Kings Ridge Addition Phase Two, an addition to the City of Plano according to the plat thereof recorded in Cabinet W, Page 828 PRDCT;

THENCE Westerly along the north line of said Lot 1R the following:

N 24°09'07" W, departing the north line of said Kings Manor Lane, 31.72 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" at the point of curvature of a circular curve to the left having a radius of 250.00 feet;

Northwesterly, along said curve to the left, through a central angle of $02^{\circ}48'56''$ an arc distance of 12.29 feet and having a chord which bears $N 25^{\circ}33'35'' W$, 12.28 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

S $89^{\circ}27'43'' W$, 57.78 feet to a brass disc set in concrete;

N $54^{\circ}41'28'' W$, 291.38 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

S $89^{\circ}39'32'' W$, 506.86 feet to a brass disc set in concrete in the east line of the Burlington Northern Railroad (100 foot right-of-way);

THENCE N $06^{\circ}05'09'' E$, along the east line of said Burlington Northern Railroad, 643.84 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" at the point of curvature of a circular curve to the left having a radius of 4740.58 feet;

THENCE northwesterly, continuing along the east line of said Burlington Northern Railroad and along said curve to the left, through a central angle of $02^{\circ}54'34''$ an arc distance of 240.72 feet and having a chord which bears $N 04^{\circ}37'53'' E$, 240.69 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" at the southwest corner of a tract of land as described in deed to Thompson/McSpedden Family Partners Ltd. recorded under Clerk's File No. 2004-O132216 RPRDCT;

THENCE N $89^{\circ}39'43'' E$, departing the east line of said Burlington Northern Railroad, along the south line of said Thompson/McSpedden Family Partners Ltd. tract, 1198.81 feet to a 1/2-inch iron rod found in the west of said Spring Creek Parkway;

THENCE S $00^{\circ}32'48'' E$, along the west line of said Spring Creek Parkway, 1022.45 feet to the POINT of BEGINNING and containing 27.784 acres of land.

EXHIBIT "E"

Lots subject to restrictions on window materials and views from balcony/second story windows are shown as marked on this Exhibit. Restricted views are indicated with an arrow with the flat side of the arrow being parallel to the building exterior to which the restriction applies. Lots not marked with arrows have no view and window construction requirements.

