DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS FOR THE SPRING

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS for THE SPRING is made and entered into this 3rd day of September, 2013 by Millican DPC Partners, LP (the "Declarant") and Peach Creek Partners, Ltd. ("Peach Creek").

WITNESSETH

WHEREAS, the Declarant, is the developer of certain real property situated in Brazos County (sometimes referred to as the "County"), Texas, which is more particularly described in Exhibit A attached hereto and made a part hereof, (sometimes referred to as the "Property" and sometimes as "The Spring"); and

WHEREAS, Peach Creek is the record owner of fee simple title to that certain 15.083 acre tract or parcel of real property, more particularly described in Exhibit B attached hereto and made a part hereof, (sometimes referred to as the "Peach Creek Property"; and

WHEREAS, the Declarant is the record owner of fee simple title to 68.067 acres of land that together with the Peach Creek Property is known as The Spring; and

WHEREAS, the Declarant and Peach Creek desire to create a residential, conservation community which will create a model for others; and where residents value the health of their environment and the soil, live in harmony with nature, and where the unique and important natural, agricultural, ecological, open space and scenic resources of The Spring are maintained and enhanced in connection with, and as part of, the promotion of the health, safety and welfare of the Owners; and

WHEREAS, the Declarant and Peach Creek desire to provide a general and uniform plan for the orderly development and improvement of the Property and for the maintenance of the Common Property and the Garden (as hereinafter defined) to insure that The Spring is developed, improved, used, occupied, maintained and enjoyed as an architecturally harmonious, environmentally sensitive, and desirable residential area which will enhance the general welfare, quality of life, and the property values of all the Owners; and

WHEREAS, Peach Creek desires to have the Peach Creek Property made subject to this Declaration and to convey to Declarant all rights and interest of Declarant under this Declaration; and

WHEREAS, the Declarant desires and herein reserves the right to add additional property to the provisions, covenants, conditions and restrictions, liens and charges hereinafter set forth; and

WHEREAS, The Spring Community Foundation ("Foundation") has been incorporated under the laws of the State of Texas as a nonprofit corporation, and has been granted powers of

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College Station, Texas 77841

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administering and enforcing the said covenants, conditions, restrictions, reservations, easements, rights, charges and liens, and of disbursing assessments and charges hereinafter created:

NOW THEREFORE, Declarant and Peach Creek hereby declare that the real estate described in Exhibit A attached hereto and made a part hereof, together with such additions thereto as may hereafter be made, shall hereafter be held, conveyed, sold, encumbered, developed, occupied, leased and used subject to the following covenants, conditions, restrictions, reservations, easements and rights which are for the purpose of protecting the value and desirability of, and which will run with the Property; shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant and Peach Creek, their successors in interest, and may be enforced as more specifically set forth herein, by Declarant, by any Owner or its successors in interest, or by the Foundation.

ARTICLE I - DEFINITIONS

1.01 "Access Easement" shall mean a non-exclusive easement in the Access Easement Area, subject to the conditions and restrictions in Article VIII of this Declaration, for pedestrian and vehicular ingress, egress and access over and across the Access Easement Area.

1.02 "Access Easement Area" shall mean the area described in Exhibit D, attached hereto and made a part hereof for all purposes, affected by and encumbered by the Access Easement.

1.03 "Agricultural Use" shall mean using a Tract or portions of the Property for agricultural purposes.

1.04 "Ancillary Building" shall mean any non-residential building that is used for storage or machinery near a main structure. A total of two (2) Ancillary Buildings are permitted with a maximum footprint of 500 square feet each (no minimum square footage is required). All Ancillary Buildings must meet the architectural requirements, including the approved materials palette, and must be approved by the ARC committee prior to construction.

1.05 "Architectural Review Committee" (ARC) shall mean the committee created and established pursuant to Article IV of this Declaration and having the responsibilities set forth therein.

1.06 "Assessment" shall mean assessments of the Foundation and includes regular Annual Assessments, Special Assessments, and Individual Assessments in accordance with Article VII herein.

1.07 "Barn" shall mean any building used primarily for the purpose of housing of livestock, storage of crops, or equipment storage, but which may also include conditioned space for a workplace or office, or for temporary residential housing. A total of one (1) Barn will be permitted only on Tracts larger than 3 acres. All Barns must have a building footprint of not less than five hundred (500) square feet, meet the architectural requirements, including the approved materials palette, and must be approved by the ARC committee prior to construction.

1.08 "Board" shall refer to the Board of Directors of the Foundation. The initial Board shall be appointed by the Declarant. Notwithstanding any other provision hereof, the Declarant hereby retains the right to appoint and remove all Directors until Turnover. The Board appointed by Declarant shall serve after Turnover until an election can be conducted to elect a new board pursuant to the By-Laws.

1.09 "Bylaws" shall mean the Bylaws of the Foundation, which have been adopted and approved by Declarant, and as may be adopted by the Board and from time to time amended.

1.10 "Certificate of Formation" shall mean the Certificate of Formation of The Spring Community Foundation, which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.11 "Common Property" shall mean and refer to all real and personal property from time to time owned by the Foundation or Declarant for the common use, enjoyment and benefit of all Owners including the Access Easement Area, the Utility Easement Area, and the areas of land shown on the Survey, as defined herein, and designated in this Declaration for use as entry features, meadows, as easements and facilities for surface water management, and the easements for ingress and egress to the public rights of way, and such other property or easements conveyed or dedicated to the Foundation hereafter. The Common Property shall include such areas marked as "Common Property" and "Garden".

1.12 "County" shall mean and refer to Brazos County, a political subdivision of the State of Texas, specifically including each and all of its departments and agencies.

1.13 "Declarant" shall mean and refer to Millican DPC Partners, LP and its successors and assigns; provided, however, that any rights specifically reserved herein to Declarant shall not inure to the benefit of its successors and assigns, unless specifically assigned in a recorded instrument or conveyed by operation of law.

1.14 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for The Spring and all amendments, modifications and supplements thereto as are from time to time properly enacted.

1.15 "Design Guidelines" shall mean and refer to the current guidelines for architectural and landscape design, design review and approval processes, and construction on the Property, which are set forth in the Design Guidelines as developed, modified and maintained by the ARC. A Design Guidelines document has been created by the Declarant and the Foundation which sets forth, among other things, the design guidelines and improvement criteria that are applied by the ARC to any change made to the Property including, but not limited to, new construction or modification to an existing structure, grading, excavation, tree removal, landscaping or other change to land or an Improvement located within the The Spring. This document may be referred to as the Design Guidelines, Design Guidelines Book or any other label that may be placed upon it as amendments are made to the Design Guidelines and improvement criteria.

1.16 "Dwelling" shall mean a single-family residential housing unit designed for use exclusively as living quarters for one Family. Lot and Tract Owners may construct one (1)

primary Dwelling per Lot or Tract; in addition, Tract Owners owning more than 5.0 acres may construct one (1) additional Dwelling and Tract Owners owning more than 10.0 acres may construct two (2) additional Dwellings; all primary Dwellings must include a minimum of 2,850 square feet of conditioned space, and all additional Dwellings must include a minimum of 1,000 conditioned square feet. All Dwellings must meet the architectural requirements, including approved materials palette, and must be approved by the ARC committee prior to construction.

1.17 "Easement Area" shall refer, collectively, to the Access Easement Area and the Utility Easement Area.

1.18 "Facilities" shall mean any security gates or other devices controlling access, community trash receptacles, picnic areas, clubhouses, community mailboxes, and any other property, real or personal, commonly benefiting the Owners and owned by the Foundation and/or Declarant.

1.19 "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoptions, or a group of not more than three individuals, none of which are so related together with their domestic servants to maintain a common household in a Dwelling. In no case may more than one Family occupy a Lot or Tract at the same time for more than thirty (30) consecutive days.

1.20 "Fee Schedule" shall refer to a list of fees, fines, and Assessments associated with The Spring and Owner activity therein. The Declarant and Foundation reserve the right to add, remove, and/or revise any of the items in the Fee Schedule at any time, and any omission of fees, fines, and Assessments from the Fee Schedule does not render them invalid for future inclusion in the Fee Schedule. It is each Owner's responsibility to confirm all fees, fines, and Assessments pertaining to the Tract or Lot as specified within the Declaration and within the Fee Schedule before taking any action which may incur fees. A copy of the most current Fee Schedule will be maintained at all times by the Declarant and Foundation.

1.21 "Foundation" shall mean and refer to The Spring Community Foundation, a corporation not for profit which Declarant shall cause to be formed and to which shall be delegated and assigned the power, authority, duty and obligation defined under Article III.

1.22 "Fund" shall mean and refer to a fund composed of the total revenues received by the Foundation from the Assessments levied by the Foundation pursuant to this Declaration.

1.23 "Garden" shall mean and refer to a central farm or garden area as may be designated herein or by Declarant and indicated on the Survey which is attached as Exhibit A, and as is more particularly described in Exhibit C attached hereto, portions of which shall be protected by this Declaration.

1.24 "Governmental Regulations" shall mean and refer to all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Property or any Improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.25 "Improvement" shall mean and refer to all structures and appurtenances thereto of every type and kind, including but not limited to, private roads, Dwellings, buildings, outbuildings, patios, stables, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, antennas, water softener fixtures or equipment, pools, pool houses, pool equipment or fixtures, pumps, wells, tanks, ponds, pipes, lines, meters, towers, playground equipment and swing sets of any type, and tree houses. Improvement shall also mean any excavation or fill and any diversion ditch, fill or other device which affects or alters the natural flow or level of water over any portion of the Property.

1.26 "Lot" shall mean each parcel of land one acre or smaller that is principally used for residential purposes as shown on the recorded final survey of the Property and designated on said survey by a separate number or any subsequent subdivision thereof.

1.27 "Member" and/or "Members" shall mean and refer to all those Owners who are entitled to membership in the Foundation as provided in this Declaration.

1.28 "Meadow" shall mean and refer to a naturalized area on a Tract or Lot where all Improvements, such as a Dwelling, buildings and parking, shall be located. The Design Guidelines include additional restrictions applicable to the Meadow. Because of the varied natural tree lines and natural vegetation found on particular Tracts located in The Spring, Declarant may restrict the types of Improvements that may be located in portions of the Meadow for such Tracts. Such specific limitations shall be contained in Exhibit F, attached hereto.

1.29 "Natural Areas" shall mean and refer to manmade, natural, and environmentally sensitive areas, including ponds and streams, creeks, lagoons, ponds, or intermittent pools of water, muddy areas, and underbrush, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. The Natural Areas may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes and other reptiles, bobcats, cougars, coyotes, mountain lions, alligators, feral hogs, and other animals, some of which may pose hazards to persons or pets coming in contact with them.

1.30 "Owner" shall mean and refer to a person, whether one or more persons or entities, who holds record fee simple title to any Tract or Lot which is a part of the Property including the Declarant, its successors and assigns, but excluding those having an interest in any such Tract or Lot, merely as security for the payment of a debt or the performance of any obligation.

1.31 "Person" shall mean and refer to a natural person, firm, corporation, partnership, or any legal entity, public or private.

1.32 "Property" shall mean and refer to all lands included within and comprising The Spring as herein described in this Declaration, on Exhibit A, together with all land added to this Declaration as amendments or additional exhibits added in accordance with the provisions hereof.

1.33 "Residential Restrictions" shall mean this Declaration, together with any and all Supplemental Declarations, as either may be amended from time to time, together with the Articles and Bylaws.

1.34 "Rules" shall mean and refer to the Rules adopted by the Board pursuant to this Declaration, as they may be amended from time to time.

1.35 "Single Family Residential Use" shall mean the occupation or use of a Dwelling by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or any other State, County or Municipal laws, rules, regulations, codes or ordinances.

1.36 "Site Design Plan" shall mean the plan for development of the Property which is required to be submitted to the ARC pursuant to the Design Guidelines.

1.37 "Supplemental Declaration" shall mean any Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights bringing or adding additional property within the scheme of this Declaration under the authority in Section 2.02 hereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declaration" shall be deemed to relate to all property covered by this or any Supplemental Declaration.

1.38 "Survey" shall mean and refer to any Survey of The Spring which shall be filed for public record and includes the Property as described in Exhibit A.

1.39 "The Spring" shall mean and refer to the single Family residential, conservation and agrarian community planned for and developed on the Property.

1.40 "Tract" shall mean the parcels greater than one (1) acre in size, which may be used for residential, Agricultural or Wildlife Management Use, as identified on the Survey.

1.41 "Turnover" shall mean the point at which the membership status of Declarant changes from Class B to Class A. Turnover shall occur when twenty five percent (25%) of sold Tracts and Lots have completed construction on their Dwelling and when Declarant sells 75% of the Tracts and Lots that may be created and subject to this Declaration and has no intention of adding any additional Tracts, Lots or sections to The Spring.

1.42 "Utilities" shall mean water lines, electric lines, gas lines, telecommunication lines (e.g. telephone, cable TV, DSL, electronic data transmission services, etc.) and related facilities insofar as Declarant has determined to include such Utilities at The Spring.

1.43 "Utility Easement" shall mean a non-exclusive easement in the Utility Easement Area for the installation, construction, operation, maintenance, replacement, repair, upgrade and removal of the Utilities.

1.44 "Utility Easement Area" shall mean the area described in Exhibit E, attached hereto and made a part hereof for all purposes, affected by and encumbered by the Utility Easement.

1.45 "Visible From Neighboring Property" shall mean that with respect to any given object on a Tract or Lot, that such object is or would be visible to a person six (6) feet tall, standing on any part of a neighboring Tract or Lot. The presence of a street, road, right-of-way or easement does not affect the contiguity of the Tracts.

1.46 "Wilderness Buffer" shall mean an area along the perimeter of Tracts in which there shall be no Improvements or clearing of any trees or understory plants, except to accommodate one curvilinear trail and one curvilinear driveway as described in the Design Guidelines. The Wilderness Buffer dimensions are as follows:

(A) a front no-clear zone which includes all property within seventy-five (75) feet, of the Access Easement Area on all Tracts; (B) a side and rear no-clear zone which includes all property within fifty (50) feet of the remaining boundary of all Tracts greater than five (5) acres; (C) a side and rear no-clear zone which includes all property within thirty (30) feet of the remaining boundary of all Tracts five (5) acres or less.

The Wilderness Buffer is further described herein and in the Design Guidelines. Because of the varied natural tree lines and natural vegetation found on particular Tracts located in The Spring, Declarant may identify additional areas on specific Tracts which shall be designated as the Wilderness Buffer for those Tracts. Such specific designations of Wilderness Buffer shall be attached hereto as Exhibit F.

1.47 "Wildlife Management Use" shall mean using a Tract or portions of the Property for wildlife management purposes.

1.48 "Wildlife Management Use Practices" shall mean the wildlife management practices that are identified in the wildlife management use plan that the Foundation may implement on the Property or that an Owner may implement on their Tract.

ARTICLE II -GENERAL PURPOSE AND REGULATIONS OF USES

2.01 Purposes of this Declaration. The Property is made subject to this Declaration in order to: (1) insure proper use, appropriate development and improvement of the Property and every part thereof; (2) protect each Owner from the improper use of surrounding Common Property, Improvements, Tracts and Lots, which may result in the depreciation in value of such Owner's Improvements, Tracts and Lots; (3) guard against the erection on any Tract or Lot of a building of inappropriate design or unsuitable materials; (4) encourage original designs and attractive Improvements on each Tract and Lot with appropriate locations thereof; (5) prevent haphazard and inharmonious Improvements; (6) insure desired high standards of maintenance for the benefit and convenience of all Owners; (7) ensure safe and healthful maintenance of the Property's landscaping for the benefit of all Owners; (8) protect and preserve the ecological balance and stability of the natural areas, wetlands, and ponds located within the Property; (9) permit the management of the Property for Wildlife Management or Agricultural Use and; (10) in general, provide adequately for a first-class residential, conservation-focused community, Agricultural Use areas, Wildlife Management Use areas, and Garden.

2.02 Additions to the Property.

(a) ***Additions by Declarant.*** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development (including without limitations, subsequent sections of The Spring and all or portions of other properties developed by Declarant or affiliated or subsidiary entities) without the consent or approval of Owners of any Tracts or Lots (other than Declarant). The Declarant shall also have the right to designate easements, designate different land uses including but not limited to multi-family attached Dwellings and commercial areas, and further define or change boundary lines of a Tract or Lot owned by Declarant. However, each Tract or Lot must meet the minimum requirements of a Tract or Lot, respectively, pursuant to this Declaration. As additional properties are added, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon recordation of additional survey(s) and the filing of a Supplement Declaration containing restrictive covenants pursuant thereto, then and thereafter the Owners of all Tracts or Lots in subsequent sections of The Spring and all or portions of other properties developed by Declarant or affiliated or subsidiary entities shall have the rights, privileges and obligations with respect to all Property in The Spring (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

(b) ***Mergers.*** Upon a merger or consolidation of the Foundation with another association, the Foundation's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Foundation as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association. No such merger or consolidation, however, shall affect any covenants established by this Declaration or any amendment thereto. In addition, the Declarant reserves the right to merge and subordinate the Foundation, up until the time Declarant sells the last Tract or Lot, with another Foundation, which may or may not be governing additional property owners associations, at Declarant's sole discretion.

2.03 Land Use. It is the general intent that The Spring be used primarily for residential use. If an Owner of a Tract chooses to maintain an Agricultural or Wildlife Management Use valuation on their property pursuant to Texas Property Tax Code Section 23.51, it is each Owner's sole responsibility to ensure the Agricultural or Wildlife Management Use is approved by the Brazos County Appraisal District. All development, including but not limited to any clearing, planting, landscaping, habitat management and construction including but not limited to all Dwellings, Ancillary Buildings, and Barns, must be approved in writing by the Foundation pursuant to the Design Guidelines. No portion of a Tract or Lot, other than the entire Tract or Lot together with the Improvements thereon, may be rented or leased, and then only for Single Family Residential Use. In the rare circumstance that a Tract or Lot is leased to a lessee, the terms of the lease shall permit strictly residential use, shall refer to the then current Declaration, and shall require the lessee to comply with the Declaration fully. In the event of such a lease,

the leasing Owner shall remain ultimately responsible for compliance with the Declaration and the Design Guidelines. The Foundation reserves the right to standardize, market, manage the leasing of Tracts and Lots, and the Foundation may retain a management firm, including one associated with the Declarant, for such purposes.

2.04 Mineral Exception. There is hereby excepted from the Property and Declarant will hereafter except from all its sales and conveyances of the Property, or any part thereof, including the Tracts, Lots and Common Property, all oil, gas, and other minerals, in, on, and under the Property, provided that Declarant hereby retains and reserves and by each conveyance will retain and reserve the right, if any, to pool the land with other lands. Declarant reserves the right to designate future drillsites, and access thereto, on the Property. Such exceptions and such retained rights and reservations, if any, shall inure to the benefit of Declarant and their heirs, executors, administrators, successors, and assigns.

2.05 Commercial Activity. No industry, trade, business, occupation or profession shall be conducted, maintained or permitted upon any portion of any Tract or Lot; except that an Owner may maintain a home office for his/her own business use solely limited to office work as long as employees, clients, customers or the like do not come onto any Tract or Lot for any purpose related to the Owner's use of any home office. Owners may produce agricultural products on their Tracts, but may not sell directly to the public from their Tract or otherwise invite customers onto their Tract. The Common Property shall not be used for commercial purposes, provided however, that the Declarant may use the Common Property in promoting the sale and development of Tracts or Lots; and, provided, that this restriction shall not prohibit the use of the Common Property in the entertainment of guests, who may also be customers or clients of Declarant or Owners. In addition, the Foundation may implement and advertise certain commercial uses (such as an event or meeting facility or a farm or garden related facility or another compatible use) within the Common Property for the benefit of the Foundation, and the Foundation may retain a professional management firm, including one affiliated with Declarant, to manage such limited commercial uses on behalf of the Foundation.

2.06 Combining of Tracts or Lots. An Owner of two contiguous Tracts or Lots may, with prior written approval of the Foundation, combine said Tracts or Lots into one Tract or Lot. Such combination shall be at the sole expense of said Owner. The Foundation may withhold approval of such a combination of Lots or Tracts in its sole discretion.

2.07 Clearing of Tracts. There will be no clearing of any trees or understory plants within the Wilderness Buffer, except for curvilinear driveways and trails as described in the Design Guidelines. Within the Meadow (the interior of the Tract bounded by the Wilderness Buffer), no trees greater than 10" diameter may be cleared without approval by the ARC, and then only if they directly interfere with an approved building plan. All mechanized clearing on the Tracts must be handled by an approved contractor, as defined in the Design Guidelines. The clearing and construction process is to be carefully conceived and managed to ensure minimal site disruption and development impact. Existing trees and plants are to be salvaged to the extent possible.

2.08 Construction of Improvements. No Improvement, Dwelling, Ancillary Building, Barn, additions thereto, or any other exterior aspect of a Dwelling (including without limitation,

any storm doors and windows, pet houses/runs, porch, patio, deck, basketball hoops, shed, awnings, satellite dishes, exterior lighting, playground equipment, decks, fencing, landscaping, solar panels), nor any construction, installation or location of any structure or Improvement which is appurtenant to a Dwelling (including without limitation, swales, driveways, service walks, mailboxes, landscaping, air conditioning compressors, overhangs, free-standing flagpoles, sculptures, statues, lawn ornaments, eaves, gazebos, sheds, barns or stables, garages, gutters and downspouts, or basement area window wells, temporary or permanent), shall be constructed, altered, restored, added to, located, remodeled on the exterior (including the painting or staining of any exterior surface), placed installed or permitted without, in each and every instance, the prior written approval of the Foundation in the manner set forth in this Declaration and the Design Guidelines. All Dwellings and appurtenant structures must be designed by an approved registered architect and constructed by an approved contractor. The design review process and associated fee schedule are described in the Design Guidelines. No Owner shall do or permit to be done on his or her Tract, Lot or anywhere else in the Property, any act or thing which will impair any easement or hereditament granted to any other party nor shall any Owner create or permit to exist on his or her Tract, Lot or anywhere else in the Property any condition which will adversely affect the use or enjoyment of the Property or any part or portion thereof by any party entitled to such use or enjoyment.

Construction of a Dwelling must be started within five (5) years from the initial date of purchase of the Tract or Lot from the Declarant or within five (5) years from the date the water and electrical lines are installed within the Utility Easement Area to allow for such construction to commence on the Tract or Lot, whichever is later. The "start of construction" for purpose of this paragraph is defined as an Owner of a Tract or Lot in receipt of all written approvals and permits prior to beginning the construction of an Improvement upon a Tract or Lot including, but not limited to, written architectural approval from the Foundation and any required governmental body as well as some physical evidence on the Tract or Lot that construction of a residence has begun. Failure to begin construction of a residential Improvement as defined above within five (5) years of the above-designated dates will result in the imposition by the Foundation of a fee equal to $5,000.00 per Tract or Lot per year. Construction of Improvements shall be continuous and proceed in an orderly fashion without interruption and any individual Improvement on a Tract or Lot shall be completed in a reasonable time, not to exceed eighteen (18) months (please refer to the Fee Schedule for any applicable penalties) from ARC's receipt of the Compliance Deposit per the Design Guidelines.

New building materials used in the construction of Improvements erected upon any Tract or Lot may be placed upon a Tract or Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the Improvements, after which these materials shall either be removed from the Tract or Lot or stored in a suitable enclosure on the Tract or Lot. In the case of Tracts over 5 acres in size, such new building materials should not be Visible From Neighboring Property or visible from Common Property. In no case may building or construction materials be placed on Common Property. During the construction of the Dwelling or other substantial Improvements, the Owner shall provide or assure that the contractor employed by the Owner provide portable toilet facilities which will be maintained and serviced by a certified sanitary service company and in conformance with the minimum requirements of

the health department and the health officer of Brazos County and the State of Texas, and a trash dumpster, which shall be regularly maintained. No portable toilet facilities shall be permitted on the Property except during construction. The location of all temporary and construction related items on a Tract or Lot (including but not limited to fencing, portable toilets, trash receptacles, and materials staging areas) shall not be Visible From Neighboring Property, when applicable on larger acreage Tracts, and shall be approved in writing by the Foundation prior to the start of construction. All construction requirements, as well as the positioning of all Improvements upon Tracts or Lots within the Property, is hereby expressly made subject to the ARC review and approval process as described in the Design Guidelines. Owner shall be responsible for any damage to the Property or to other Tracts or Lots, which occurs as a result of any construction on Owner's Tract or Lot.

2.09 Subdivision. Owners are prohibited from subdividing any Tract or Lot. Only the Declarant may subdivide the Property.

2.10 Offensive Activity. No illegal, noxious, unsightly or offensive activity shall be carried on or conducted upon any Tract, Lot or on any portion of the Property, nor shall anything be permitted or done thereon which is or may tend to become or cause a nuisance or detriment to the neighborhood. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Tract, Lot or Property which are audible from neighboring Tracts, Lots or Property. Written request may be made by Tract or Lot Owner to use speakers, lights, or other devices for special events (i.e. weddings) which may be audible from neighboring Tracts, Lots or Property. The Foundation will respond in writing to the request and has the right to grant permission or deny the request on a case-by-case basis. Declarant reserves the right to use speakers, horns, whistles, bells, or other devices at any time for special events to market the Property.

2.11 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property, which are or might be unsafe or hazardous to any person or Property. The Property contains a number of Natural Areas and the Foundation shall have the right to impose Residential Restrictions and Rules governing the use of the Natural Areas. Any Owner who violates the foregoing Residential Restrictions and Rules shall be responsible for the cost of restoring the affected Natural Areas to the satisfaction of the Foundation, Declarant, and any governmental authority having jurisdiction thereof, and the Foundation shall have the right to prohibit the offending party from further use or enjoyment of the Natural Areas, if any is allowed, after prior notice and hearing before the Board. The Fee Schedule may include any applicable penalties.

The Natural Areas are to be retained in their natural state to enhance the natural experience at The Spring which will benefit the Owners, their Family and guests, but such areas could be considered potentially hazardous for recreational activities. Neither the Foundation, nor the Declarant, nor any of their affiliates, has any obligation to provide security or supervision for any person using the Natural Areas. Neither the Foundation nor the Declarant, nor Declarant's affiliates nor any predecessor Declarant, shall have any liability whatsoever for any condition of the Natural Areas or any injury or death occurring thereon. Owners and their Family and guests agree to assume any and all risk involved in accessing the Natural Areas including, but not

limited to, injury, illness, damage to personal property, emotional trauma, and death arising from the native plants, wildlife, and natural or man-made terrain and waterways. Owners acknowledge the risks, hazards, or dangers involved and agree to release fully the Foundation, Declarant, and any of their agents, employees, officers, directors, successors and associates from any and all claims, demands or actions that may arise in connection with entry into and use of the Natural Areas.

2.12 Household Pets. As may be further regulated by the Residential Restrictions and Rules from time to time promulgated by the Declarant or the Foundation, household pets (defined as dogs, cats, rabbits, ferrets, birds, fish, and small and harmless reptiles), may be kept on a Tract or Lot, not to exceed five (5) household pets, provided that they are not kept, bred, or maintained for any commercial purpose. Animals shall not be permitted to run unsupervised beyond the boundaries of its Owner's Tract or Lot, remaining at all times on a leash or under voice control when beyond the boundaries of its Owner's Tract or Lot. Any pet excrement shall be promptly removed from the Property. Non-traditional household animals such as wild animals, crocodiles, alligators, venomous snakes, or exotic animals are strictly forbidden on any Tract or Lot. The Foundation may request that household pets which it determines to be a nuisance to the community be removed from the Property.

2.13 Livestock, Poultry (Chickens), and Chicken Coops. The Spring is a community which values the health of the environment and the soil, and is supportive of an agrarian lifestyle; therefore certain livestock and farm animals are permitted on Tracts insofar as these livestock and farm animals do not interfere with other Owners' enjoyment of The Spring. As may be further regulated by the Residential Restrictions and Rules from time to time promulgated by the Declarant or the Foundation, and only with the written approval of the Foundation, the following livestock and farm animals are permitted on Tracts:

Tracts 15+ acres -Farm Animal Maximum:
2 cows, 2 horses, 1 donkey, 4 pigs, 20 chickens
Tracts 10-14.99 acres - Farm Animal Maximum:
1 cow, 1 horse or donkey, 2 pigs, 15 chickens
Tracts 5-9.99 acres - Farm Animal Maximum:
1 horse or 1 donkey, 2 pigs, 12 chickens
Tracts 3-5 acres - Farm Animal Maximum:
1 horse or 1 donkey, 10 chickens
Tracts 1-3 acres -Farm Animal Maximum:
10 chickens

The Foundation may grant a variance to the number of livestock or farm animals permitted on any Tract if the owner of such Tract requests such variance if the Foundation determines, in its sole and absolute discretion, that the additional farm animals or livestock can be supported by the Owner's Tract, the additional animals do not interfere with the enjoyment of other Tracts, Lots or the Common Property and the Owner submits and adheres to a maintenance plan to support the additional animals; further, if site conditions are not conducive for grazing and maintaining the listed number of livestock or farm animals, then the number of livestock or farm animals should be promptly reduced by the Owner. Conditions, including, but not limited to,

over grazing and drought may reduce the number of farm animals permitted at any time on a particular Tract. If a variance is granted by the Foundation, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance. Any variances granted by the Foundation will not be considered the establishment of a new precedent and all variance requests will be reviewed and action will be taken on a case by case basis. No livestock or farm animals will be permitted on the Lots or on the Common Property except in transit to a Tract which has been approved for livestock or farm animals. The general health and well-being of livestock or farm animals on approved Tracts will be strictly maintained by Owners insofar as the poor health of livestock or farm animals may reflect negatively on The Spring. Use of animals for special events or entertainment is permitted on a Tract or Lot provided such animals shall be on the Tract or Lot for no more than twenty-four (24) hours and written approval has been granted by the Foundation.

Upon written request of any Owner, the Declarant or the Foundation shall conclusively determine at its sole discretion, in accordance with its rules, whether an animal is: (1) a domestic household pet, (2) making an unreasonable amount of noise or odor, (3) allowed to run at large, (4) being maintained in an unhealthy manner, or (5) a otherwise a nuisance to the community. In its sole discretion, the Declarant or the Foundation may require Owners to remove certain livestock or farm animals, or all livestock or farm animals, from a Tract. The decision of the Declarant or the Foundation in such matters is final, conclusive and shall be enforced as other restrictions contained herein.

The construction and location of chicken coops, runs, or related improvements require the written approval of the Foundation pursuant to the Design Guidelines prior to construction. All chicken coops and runs must be maintained and remain in sanitary conditions without noxious odors, at all times. The Foundation reserves the right to enter a Tract to inspect condition of any chicken coop or run, and any violations may result in the immediate removal of all chickens on the Tract, permanent denial of any future use related to the housing of chickens, and is subject to fines.

2.14 **Storage of Vehicles or Equipment and Garage Doors.** No motor vehicle or non-motorized vehicle, motor home, truck-mounted camper, recreational vehicle, trailer, boat, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Tract or Lot for over forty-eight (48) hours, unless such vehicle or object is concealed inside a garage or enclosure and approved in writing by the Foundation. Passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating condition, have current license plates, are in daily use as motor vehicles on the streets and highways of the State of Texas, and which do not exceed three-quarter (3/4) ton capacity are excepted here provided that they shall not be parked overnight in the public rights of way or common rights of way. No portion of any Tract or Lot shall be used as a parking area for vehicles used in an Owner's trade or business, other than a private passenger automobile. Owners shall not keep more than two vehicles on any Tract or Lot in such a manner as to be Visible From Neighboring Property for a period of more than twenty four (24) hours. No parking of any vehicles shall be allowed in the Wilderness Buffer or the Common Property except in areas as are designated by the Declarant or the Foundation.

(a) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of an approved Improvement in the immediate vicinity.

(b) After twenty-four (24) hours written notice, any vehicle parked or stored in violation of this Declaration or in violation of any Residential Restrictions and Rules adopted by the Foundation concerning vehicles may be towed away or otherwise removed by or at the request of the Declarant or Foundation and at the sole expense of the owner of such vehicle. In the event of such towing or other removal, the Declarant or Foundation and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise. Nor shall the Declarant or Foundation, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Section shall be grounds for relief of any kind. Owners violating these restrictions may be subject to fees as described in the Fee Schedule.

(c) All garage doors shall be maintained in operable condition.

2.15 Maintenance. Each Tract or Lot and all Improvements, including landscaping, agriculture or livestock areas, and any swales located thereon, shall at all times be kept and maintained in a safe, clean and attractive condition and shall not be allowed to fall into disrepair or become unsafe or unsightly. On the portions of the Tracts or Lots with mature natural vegetation, it is encouraged that areas be left in their existing state. No Tract or Lot shall be used or maintained as a dumping ground for rubbish, garbage or debris of any kind, except composting is allowed in Section 2.16 below. The Owner of each Tract or Lot shall, at his or her own expense, keep such Tract or Lot, including any easement areas located on such Tract or Lot, free of trash and rubbish, and any other unsightly objects. In the event the Owner fails to comply with this Section, then the Declarant or Foundation shall give such Owner notice and hearing as provided in Article VIII herein. After the expiration of any time for cure or a hearing, the Declarant or Foundation shall have the right, but not the obligation, to go upon such Tract or Lot to maintain any swale areas as may be further provided in the Residential Restrictions and Rules promulgated by the Foundation, remove rubbish and any unsightly or undesirable things and objects from the Tract or Lot, cut the grass, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Tract or Lot in a neat and attractive condition, all at the expense of the Owner of such Tract or Lot, which expense shall constitute an Individual Assessment against the Tract or Lot as provided in this Declaration. Such entry by the Foundation upon a Tract or Lot shall not be deemed a trespass. Notwithstanding anything contained herein to the contrary, it is understood that Declarant reserves for itself and each Owner the right to maintain normal construction debris and vegetation on any Tract or Lot in a neat and tidy manner and so as not to create a nuisance to other Tracts or Lots until the Certificate of Occupancy for any Dwelling located on such Tract or Lot is issued.

2.16 Garbage and Garbage Containers, and Collection. Composting of biodegradable matters is an encouraged practice and is permitted in accordance with the limitations of Section 2.16. Except for designated curbside trash pick-up days, no garbage, compost, or trash containers (or their storage areas) shall be Visible From Neighboring Property or the public right-of-way. All equipment for the storage or disposal of rubbish, garbage or debris shall be kept in clean and sanitary condition. Each Owner may erect and maintain one (1) compost receptacle no larger than thirty-six (36) square feet. The Foundation may also establish a community composting area in the Garden. Owners are required to seek guidance from the ARC regarding the selection of construction materials and the placement of a receptacle before the erection of composting receptacles. Further, all compost, garbage and trash containers and their storage areas shall be designed and maintained so as to prevent wild animals from gaining access thereto. The Declarant or Foundation may from time to time establish additional regulations for the storage and disposal, and pick up of rubbish, debris, garbage and leaves and mandate the manner to dispose of such items. The Declarant or Foundation may assess additional fees for such services as deemed necessary. In addition, certain requirements may be placed on the Owner as it pertains to the sorting of rubbish, debris, and garbage for recycling purposes. Accumulations of cut brush shall be permitted on Tracts, but only if constructed to benefit wildlife in accordance with a wildlife management use plan an Owner is implementing on their Tract.

2.17 Burning. Except for the Declarant or Foundation's right to burn the prairie areas within the Property and unless otherwise expressly permitted by the Residential Restrictions and Rules from time to time promulgated by the Declarant or Foundation, no burning of trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Tract or Lot. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, fire pits, barbecue cookers or the like, whether inside or outside of the Dwelling located on any Tract or Lot. Owners shall observe any governmental burning regulations, including county burn bans, and always use safe burning practices and otherwise exercise extreme caution when burning outside; Owners will never leave an outdoor fire unattended.

2.18 Storage Tanks. With the exception of water catchment tanks tied to gutter systems on an Improvement, no storage tanks, including but not limited to, those for oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be Visible from the Neighboring Property or from Common Property. No elevated tanks of any kind shall be erected, placed or permitted on any Tract or Lot, except for elevated tanks used for Wildlife Management Use Practices are permitted on a Tract if approved by the ARC.

2.19 Mineral Exploration. No exploration, mining, quarrying, or drilling for or exploration of minerals of any type or kind, including oil, gas, gravel, rocks, earth or earth substances of any kind shall be conducted by any Owner on their Tract or Lot.

2.20 Burying and Dumping. No garbage, cans, grass clippings, animal feces, dirt, sand, fill, debris, rubbish, sewage, goods, chattels, oil, antifreeze, chemicals or other materials shall be dumped, buried, drained or deposited in or on any Tract, Lot or on the Common Property by any Owner, his/her Family, employees, agents, guests, invitees or by any other person using the Common Property.

2.21 Outdoor Laundry Drying. Air-drying clothes in a "solar dryer", i.e. outdoor clothes line, is permitted and encouraged as an energy-saving measure, so long as clothes lines are not Visible From Neighboring Property or Common Property and the outdoor clothes line is located in the Meadow. In the interest of assuring mutual privacy and preservation of open spaces and natural views, it is encouraged that such lines and clothing be situated with sensitivity for neighbors' views. Owners who have complaints about the outdoor laundry drying practices of others may file a complaint with the Foundation.

2.22 Radio Transmission Equipment. No radio, microwave or other electronic transmission equipment, including ham radio, citizens band radios, and the like, shall be operated by any Owner on any Tract or Lot without the prior written consent of the Foundation, and such consent, once given, may be revoked by the Foundation in the event that the operation of any such equipment interferes with ordinary radio and television reception or equipment, including any central cable television, security system, or any other communication system serving the Property or any other Owner.

2.23 Cell Towers and Antennas. Cell towers may not be erected on the Property by any Owner, and this prohibition cannot be waived by the Board or the ARC; non-cell towers (such as for domestic television or internet service) require ARC approval, may not exceed 60 feet in height, and may not be Visible From Neighboring Property. Exterior radio, internet, and television antennas, including aerial or receiving dishes greater than 24" in diameter, may be erected on any Tract or Lot as long as they are not within 100 feet of a property line and are not Visible From Neighboring Property. Any exceptions to the restriction regarding the placement of antennas shall be approved by the ARC in writing and before the structure in question is erected. However, Declarant reserves the right to erect antennas or towers, on the Property at Declarant's option and without approval of the ARC, even if such antennas or towers are not in compliance with this Section 2.23. Such structures shall be erected by Declarant or by Declarant's designated representative.

2.24 Pumping. The Owner of any Tract or Lot shall not draw down the surface or subsurface water from any of the Common Property. However, the Declarant or the Foundation may draw down the water from any of the Common Property. With written Foundation approval, an Owner of a Tract over 5 acres may employ a Texas certified well drilling contractor to drill a water well within a Tract, but not closer than 75 feet to the Tract boundary, and then only for strictly non-commercial, residential purposes and only in order to serve their Single Family Residential Use, irrigation, Agricultural and/or Wildlife Management Use; such water wells are limited to a maximum cumulative production rate of 20 gallons/minute per Tract. The size and placement of each well must be pre-approved by the ARC.

2.25 Firearms. No firearms shall be discharged on the Property for any purposes including hunting on the Tracts or Lots, except for the discharge of firearms pursuant to a Wildlife Management Use Plan on the Tracts and Common Property to control populations of wild animals, which must be approved by the ARC (please refer to the Fee Schedule for any applicable penalties).

2.26 Use of Recreational Vehicles. Use of non-motorized (i.e. battery powered or electric) recreational vehicles on the Property is allowed. No snowmobiles, dirt bikes, all-terrain vehicles

(ATV's) and similar motorized recreational vehicles or passenger vehicles may be operated on any of the Tracts, Lots or Garden, except to the extent the use of any such vehicle is required for the transportation of the physically disabled; to enable Declarant to complete construction or to show the Property to potential buyers; or as necessary for maintenance or upkeep of the Common Property or as expressly permitted by the Residential Restrictions and Rules from time to time promulgated by the Foundation. The purpose of this restriction is for sound control. The use of non-motorized recreational vehicles, including equestrian powered vehicles, within The Spring shall be governed by the Foundation to provide recreational enjoyment to the Owners in a safe manner sensitive to the natural environment. In no case may Owners operate recreational vehicles beyond the Property boundaries except with written permission from the owner of the property being accessed.

2.27 **Signs.** No signs, billboards, unsightly objects, or advertising displays of any kind shall be installed, maintained or permitted to be erected and/or remain on any Tract, Lot or Common Property, commercial or residential, which are Visible From Neighboring Property or from streets or access roads, except those approved in writing by the ARC. Sales and/or rent information of any kind is not permitted on any signage within The Spring. Notwithstanding the foregoing provisions of this Section, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any portion of the Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of Tracts or Lots. The Foundation retains the right to create common signage including but not limited to address displays, Tract or Lot signage, and signs to be displayed during periods of construction, to be utilized throughout The Spring, for any purpose, and each Owner shall be required to both pay for the signage and place same on their Tract or Lot within The Spring. The Foundation retains the right to remove, without any penalty in trespass, all signs erected within The Spring that are not approved by ARC. The Owner and/or builder will be solely responsible for all costs incurred in connection with the removal of the non-approved signage.

2.28 **Grades and Drainage.** The Declarant reserves the sole and exclusive right to establish grades and slopes, drainage easements, swale areas and retention ponds on the Property and to fix the grade at which any Dwellings shall be erected or placed thereon. No portion of any Tract, Lot or the Common Property shall be filled, graded or regraded without the express written consent of the ARC. Storm water from any Tract, Lot or the Common Property shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or upon any contiguous or adjacent Tract, Lot or the Common Property unless a drainage easement shall exist therefor. No Owner shall be permitted to alter the grade or slope of any Tract, Lot or the Common Property or change the direction of, obstruct or retard the flow of surface water drainage or swale areas, construct a pond or interfere in any other way with the established drainage pattern within the Property unless adequate provision is made for proper drainage, and a site plan is submitted and is approved in writing by the ARC. The ARC shall develop guidelines for ponds.

2.29 **Mailboxes, Mail, and Deliveries.** Mail may be delivered to a community mail center or as otherwise determined by the Foundation. Display of individual mailboxes, or newspaper boxes, on Tracts or Lots which are Visible From Neighboring Property or from streets or access roads is prohibited. The Declarant and/or Foundation reserves the right to grant access and entry

gate codes to all mail carriers, including but not limited to the US Postal Service, UPS, and Federal Express, for the purpose of facilitating deliveries to the Owners' Tracts, Lots or Dwellings.

2.30 **Fences.** Other than fences approved and erected by the Declarant or Foundation, no perimeter fences shall be erected or maintained on a Tract or Lot, except fences used for maintaining livestock or fences with neighboring property that is outside of The Spring and whose owners are not party to this agreement. Privacy fences, garden fences, and fencing for dogs will not be erected or maintained on a Tract without the prior written approval of the ARC in the manner provided in this Declaration and the Design Guidelines, with the exception of non-visible in-ground dog fencing which is expressly permitted. All fences, if any, which have been erected by Declarant, Foundation or Owner on any Tract shall be delineated with clear markers or signs, maintained in good repair by Owner, and Owner shall promptly repair or replace the save in the event of partial or total destruction. Any fence constructed by an Owner pursuant to this paragraph requires the approval of the ARC according to the Design Guidelines, which includes further information concerning the fencing standards at The Spring.

2.31 **Owner Entry Gates.** Entry gates located at the entrance of a Tract are permitted for security purposes and are not intended to serve as an entry feature to the Tract. All entry gates must be offset a minimum of twenty (20) feet from Tract's front property line. Entry gates may be electric or manual and cannot exceed four (4) feet in height from the ground. Design of the entry gate must be approved by the ARC prior to erection.

2.32 **The Spring Entry Features.** The Spring is a private community and public access is restricted. Declarant may install and own entry features, mailboxes and entry gates to The Spring ("Entry Features"), but the Foundation is required to maintain these Improvements. Declarant, in its sole discretion, can convey the Entry Features to the Foundation at any time or move the location of the Entry Features.

2.33 **Blocking Common Area.** No cable, chain or other device that interferes with free passage on, about, around or across any portion of the Common Property shall be installed or maintained by any Owner.

2.34 **Prohibited Structures and Outbuildings.** No structure of a temporary or permanent character, whether trailer, mobile home or manufactured home, tent (for purposes of this section, "tent" shall not mean and refer to a child's tent for camping or a party tent, provided that such tent shall not be left in place for more than three consecutive nights), shack, garage, outdoor kennel, pet run, dog house or other out-building shall be maintained or used on any Tract, or Lot at any time, for any purpose, unless approved by the ARC. Notwithstanding anything stated to the contrary herein, the Declarant reserves, for itself the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of the Property as may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other Improvements upon the Property.

2.35 **Storage Yards.** Any storage yard, wood pile or storage pile shall be located so as not to be Visible From Neighboring Property or streets or access roads.

2.36 Damaged Buildings. The Owner will have three (3) months from the date any building is destroyed partially or totally by fire, storm or any other means to begin the repair or demolition and restoration of the building to an orderly and attractive condition (please refer to the Fee Schedule for any applicable penalties). Any repair, rebuilding or reconstruction on account of casualty or other damage on any Tract, Lot or any part or parts thereof, must be approved in writing by ARC.

2.37 Protection and Use of Garden. To preserve the natural beauty and privacy of the Garden, no Improvements, structure of any kind or fences or walls shall be permitted to be constructed or maintained within the Garden, unless otherwise permitted by this Declaration and approved in writing by the ARC. Notwithstanding the foregoing, Declarant has the right to make Improvements such as roads, utilities, fences, picnic areas, farms, gardens, greenhouses, trails, structures, and clubhouses within the Garden;. additionally, certain areas may be designated and fenced by the Foundation within the Garden provided that such fence is of similar style as those originally approved or erected by Declarant. No homes shall be permitted within the Garden.

The Garden shall be clean and well maintained in an attractive condition and for the exclusive use of the Owners. Notwithstanding the foregoing, the Foundation may: (1) hire a professional to maintain the Garden; or (2) lease the Garden out to a professional operator for primarily agricultural or horticultural use. If the Garden is not maintained by, or leased to, a professional as described above, then the Foundation shall maintain it primarily in native grasses and/or as a hay meadow. If the Garden is leased to a professional operator, terms of such lease should ensure that Owners are not responsible for any assessments related to maintenance of the Garden as any operating costs should be the obligation of the operator. The Garden may be further regulated by the Residential Restrictions and Rules from time to time promulgated by the Declarant or the Foundation.

2.38 Herbicides and Other Chemicals. No chemicals or aquatic herbicides may be introduced into the Common Property, Tracts, Lots or to the waterways to control algae and plant growth, except with the written approval of the ARC. In the event that such control is necessary, any use of herbicides or other chemicals by an Owner on a Tract or Lot or by the Declarant or Foundation on the Common Property shall only be applied in an environmentally sensitive manner to insure protection of the surrounding environment and to prevent runoff onto driveways, sidewalks, neighboring Tracts, Lots or into waterways. Authority to define and regulate herbicides and other chemicals shall be with the ARC.

2.39 Septic Systems. All septic systems shall be built with a septic tank or other sewage disposal system that is approved by Brazos County and the State of Texas. Owners are responsible for all maintenance, upkeep, and regulatory compliance. The Foundation has the right to access a Tract or Lot to enforce any compliance violations and/or for the purpose of repairing any damage to the septic system to ensure the safety and welfare of the Property and Owners. Any costs incurred for such compliance enforcement or repair will be the sole responsibility of the Owner (please refer to the Fee Schedule for any applicable penalties).

2.40 Declarant's Use. Notwithstanding anything stated to the contrary herein, until Declarant has completed all of its contemplated Improvements and closed the sale of all the Tracts and Lots, neither any of the Owner's, nor the Foundation's use of the Property shall interfere with the

completion of Declarant's contemplated Improvements and the sale of the Tracts and Lots by Declarant. It is the obligation of Declarant to provide certain utilities, easements, and roads within the Common Property. Any additional Improvements are in the Declarant's discretion to build. Declarant may make such use of the unsold Tracts, Lots and the Common Property, or any part thereof including the Garden, without any charge, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, storage barn, security area, the showing of the Property and the display of signs and the use of the Tracts and Lots as parking areas or to walk or drive upon to reach another portion of the Property.

The Declarant has contemplated developing additional land near the Property and the Declarant, its successors, assigns, and/or affiliates reserve the right to add additional amenities and services not provided herein and establish additional fees in the event such amenities and services are provided to Owners at The Spring. The Declarant does not guarantee nor make any warranties to Owners regarding the development of additional land, the addition of amenities, or the use of any facilities related to contemplated future development, including but not limited to any proposed development that may be included in Declarant's promotional materials.

2.41 Contracting with Declarant or Declarant's Affiliate. The Foundation may enter into contracts with the Declarant and/or Declarant affiliates for any services, management, or construction-related activities including but not limited to construction of any Common Property improvements as described in this Declaration. Rates charged under any such contract should be generally comparable to prevailing market rates for such services.

2.42 Declarant's Restriction Upon Sale of Tracts or Lots. Prior to Turnover, the Declarant reserves the right to restrict the offering of a Tract or Lot for sale by an Owner, if the proposed listing price for such Tract or Lot is below the current purchase price, determined on a per acre basis, established by Declarant for Tracts or Lots owned by Declarant. There shall be no restriction on the offering or sale of any Tract or Lot at a price equal or higher than the current purchase price established by Declarant for Declarant's own Tracts or Lots. Prior to listing a Tract or Lot for sale below the current purchase price determined by Declarant for Tracts or Lots, the selling Owner must provide written notice of his intention and the complete sale listing terms to Declarant. Following receipt of such notice, Declarant shall have 15 days to notify the Owner in writing of his intention to contract to purchase the Tract or Lot pursuant to the proposed sale listing terms; any closing under such a contract shall occur within 60 days of the original notice to Declarant by Owner.

In the event any Owner receives a bona-fide offer for his Tract or Lot for a price less than the current purchase price determined by Declarant for Declarant's own Tracts or Lots (whether or not the Owner has listed the Tract or Lot for sale and whether or not Declarant previously declined to purchase the Tract or Lot), and the Owner intends to accept such offer, the Declarant shall have a right of first refusal relating to the purchase of the Owner's Tract or Lot. Such right of first refusal shall be exercised under the following conditions:

(a) ***Notice of Tract or Lot Owner.*** Prior to Turnover, any Owner who receives a bona fide offer for the purchase of his Tract or Lot at a price below the current purchase price, determined on a per acre basis, established by Declarant for Tracts or Lots owned by Declarant (hereinafter called "Outside Offer") which the Owner intends to accept, shall give written notice

to the Declarant of such offer and of such intention, the name and address of the proposed grantee and such other information as the Declarant may reasonably require.

(b) ***Offer to Declarant.*** The Owner shall thereupon offer to sell such Tract or Lot to the Declarant or its designee, corporate or otherwise, on the same terms and conditions as contained in such Outside Offer; however, if the terms and conditions provide for a mortgage at the time of transfer, the Declarant may, at its option, pay for the Tract or Lot in cash.

(c) ***Representation by Owner.*** The giving of such notice shall constitute a warranty and representation by the Owner who has received such offer, to the Declarant on behalf of the other Owners, that such Owner believes the outside offer to be bona fide in all respects and that he intends to accept it.

(d) ***Election by Declarant.*** Within fifteen (15) days after the receipt of such notice, the Declarant may elect, by notice to such Owner, to purchase such Tract or Lot or to cause the same to be purchased by its designee.

(e) ***Closing by Declarant.*** In the event Declarant elects to purchase such Tract or Lot, the closing shall occur no later than either the closing date specified in the bona fide contract or sixty (60) days following Declarant's written notice to Owner of Declarant's election to purchase the Tract or Lot.

(f) ***Failure to Accept Offer.*** In the event the Declarant shall fail to accept such offer within the above-described fifteen (15) day period, as foresaid, the offering Owner shall be free to contract to sell such Tract or Lot to the outside offeror, on the terms and conditions set forth in the notice of such Outside Offer. Declarant's right of first refusal extends to each and every offer to purchase a Tract(s) and/or Lot(s) which is bona fide and memorialized in a written contract. Each bona fide written offer to purchase a Tract(s) and/or Lot(s), whether same arises between parties to an earlier failed or terminated Outside Offer, is a counter offer, or is the result of an amended or supplemental outside offer, shall be subject to Declarant's right of first refusal.

(g) ***Violation.*** Declarant reserves the right to enforce this Section of the Declaration as permitted by law against any Owner in violation of these provisions.

ARTICLE III -THE FOUNDATION

3.01 Organization and Purpose. In order to implement the general purposes of this Declaration, Declarant shall cause the Foundation to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Foundation, in general, shall be to ensure high standards of maintenance and operation of all the Common Property, to insure the provision of services and facilities for the common benefit of all Owners, and in general to maintain and promote the desired character of The Spring as an environmentally sensitive, first class residential community.

3.02 Membership. Every person who is an Owner of any Tract or Lot (whether one or more persons or entities) which is subject to an Assessment shall be a Member of the Foundation. Membership shall be appurtenant to and may not be separated from ownership of any Tract or

Lot. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

3.03 **Voting Rights.** In all matters submitted to a vote of the Members of the Foundation, there shall be two classes of voting memberships:

(a) ***Class A:*** Each Owner, whether one or more persons or entities, of a Tract or Lot shall, upon and by virtue of becoming such Owner, automatically become a Class A Member of the Foundation and shall remain a Class A Member thereof until his ownership ceases for any reason as stated above, but there shall only be one (1) vote per Tract or Lot. Class A Members shall be all Members other than Class B Members. Declarant shall become a Class A Member with regard to Tract(s) or Lot(s) owned by Declarant upon conversion of Declarant's Class B membership to Class A membership as provided herein below.

(b) ***Class B:*** The Class B Member shall be the Declarant. Initially the Class B Member shall be entitled to five (5) votes per acre owned, until such time as the first Lot is subdivided at which point the Class B Member shall be entitled to five (5) votes per Tract or Lot owned. The Class B membership shall cease and be converted to Class A membership at Turnover.

If Declarant determines, at Declarant's sole discretion, that the Foundation is capable of performing the necessary duties as defined herein, the Declarant, reserves the right at any time to turn over any of its rights and duties to the Foundation, or to unilaterally convert Declarant's membership status from Class B to Class A.

(c) ***Joint Owner Disputes.*** The vote for each Tract or Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. The submittal of conflicting votes by Members voting on behalf of the same Tract or Lot shall invalidate those votes. If any Owner casts a vote representing a certain Tract or Lot, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Owners of the same Tract or Lot.

(d) ***Transfer of Voting Rights.*** The right to vote may not be severed or separated from the ownership of the Tract or Lot to which it is appurtenant. Any sale, transfer or conveyance of such a Tract or Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner(s).

(e) ***Suspension of Voting Rights.*** The Foundation has the right, subject to Texas Property Code Section 209.0059, to suspend the voting rights of a Member during the period he is in default in excess of thirty (30) days in the payment of any Foundation charge, fee, penalty, and/or assessment against an Owner's Tract or Lot. The aforesaid rights of the Foundation shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Foundation may have in this Declaration and any amendment thereto or in its By-Laws or at law or in equity on account of any such default or infraction.

3.04 **Proxy Voting.** Any Owner, including Declarant, may give a revocable written proxy to any person, authorizing such person to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws, but no such proxy shall be

valid for a period of greater than eleven (11) months, and shall not be valid unless filed with the Secretary of the Board of Directors in the manner required by the Bylaws.

3.05 Quorum for Membership Action. With respect to any annual or special "general" membership meeting of the Foundation, at the first call of such meeting, the presence at the meeting in person or by proxy of sixty-six percent (67%) of the total votes of the membership shall constitute a quorum. If the required quorum is not forthcoming, at such meetings, the meeting may be adjourned and recalled on the same day, and the required quorum at such meeting shall be one-half (1/2) the required quorum at such meeting immediately preceding. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting.

3.06 Board of Directors and Officers. The affairs of the Foundation shall be conducted by a Board and such officers as the Board may elect or appoint, in accordance with the Certificate of Formation and Bylaws, as the same may be amended from time to time. The initial Board shall be appointed by Declarant. The Board appointed by Declarant shall exist until Turnover, at which time the Members shall elect a Board as provided in the By-Laws. Each Director on the Board shall serve for a term of one (1) year from date of appointment, and thereafter, until his successor is duly appointed and qualified. Any Director vacancy, from whatever cause, occurring before Turnover shall be filled by appointment made by the Declarant and the person appointed to fill such vacancy shall serve for the remainder of the term. The Board shall have the power to select one or more advisory directors from the Owners of The Spring to serve for such periods of time as the Board shall deem appropriate, for the purpose of providing advice and counsel to the Board, provided that such advisory directors shall have no right to act on behalf of the Foundation. An officer, director, or committee member of the Board shall not be liable to the Foundation or any Owner for any action or omission occurring in such person's capacity as an officer, director, or committee member so long as such action or omission is made or taken in good faith or pursuant to the business judgment rule.

3.07 Duties of the Foundation. The Foundation shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of the Owners:

(a) To enforce and administer the Declaration governing the Property contained herein, including without limitation the Common Property, and all buildings or structures erected on any portion of the Common Property and the uses of such buildings and structures;

(b) To collect and disburse all Assessments and charges deemed necessary for such maintenance, administration and enforcement;

(c) To perform such other services as may be deemed desirable to benefit the Owners all as hereinafter provided.

(d) To own and exercise jurisdiction over the Common Property, including all such properties, real and personal, together with any Facilities conveyed by Declarant which are or may be designated for the common use and enjoyment of the Owners; to pay for any garbage removal, utility (such as water, gas or electric) costs for any amenities installed on the Common Property; to construct Improvements, Facilities, or additions to the Common Property; manage,

maintain and improve and repair such Common Property or any part thereof including, but not limited to, waterways, easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes, Facilities, the Garden, signs, Entry Features, landscaping, and fences.

(e) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Common Property, to the extent that such taxes and assessments are not levied directly upon the Members. The Foundation shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(f) To adopt, amend and repeal, subject to the provisions of this Declaration, Residential Restrictions and Rules of general application governing the occupancy, use and maintenance of the Property, including without limitation, the Common Property, or any part thereof. Without limiting the generality of the foregoing, such rules may set dues and fees and prescribe the regulations governing the operation of the Common Property.

(g) To notify Owners pursuant to Section 8.03 that they have violated this Declaration.

(h) To record a management certificate in the Real Property Records of the County, pursuant to Texas Property Code §209.004.

(i) To obtain and maintain comprehensive general liability and property damage liability insurance in such limits as the Foundation from time to time determines, insuring the Foundation, the Board and each Owner against any liability to the public or the other Owners (and their families, invitees, tenants, agents and employees) arising out of or incident to the ownership, use or maintenance of the Common Property or any part thereof, and any Improvements thereon. The Board shall review these limits once each year. The Declarant shall be named as an additional insured and the Declarant shall be provided with a Certificate of Insurance evidencing coverage for each period of renewal. Declarant shall continue to be named as an additional insured after all of the Tracts and Lots have been sold. The policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Members of the Foundation and the Declarant. In the event the Foundation fails to maintain the insurance policies provided for in this Article, the Declarant reserves the right and shall have the continuing authority, but shall not be obligated to, purchase such insurance policies in the name of the Foundation by the payment of the premium on behalf of the Foundation which payment shall be a common expense of the Foundation. The Declarant shall be reimbursed upon presentation to the Foundation of written proof of payment by Declarant. The deductible, if any, on the insurance policies shall be a common expense of the Foundation; provided, however, that the Foundation shall, pursuant to this Declaration, assess as an Individual Assessment for any deductible amount necessitated by the negligence, misuse or neglect of Owner against that Owner. All policies of insurance shall be written by reputable companies licensed to do business in Texas.

(j) To appoint and remove ARC members, as provided in and limited by Article IV hereof, and to insure that at all times there is available a duly constituted and appointed ARC.

(k) The Foundation will handle the application process as detailed in the Design Guidelines and will sign off on all plans for the Tract(s) and Lot(s). The ARC will be a committee responsible for making all decisions regarding the approval of plans. However, all submittals,

communications and required fees will be directed to the Foundation. The Foundation will be responsible for administering the approval process, addressing all questions and concerns regarding the approval process, retaining all records on behalf of the ARC and updating Owner(s) or the Owner's representatives on plan or application status and approval or denial. The Foundation reserves the right to establish times for Owner(s) or Owner's representatives to meet directly with the ARC to discuss particular items concerning any plan or application, however, the Foundation requests that Owner(s) or Owner's representatives not directly contact any member of the ARC.

(l) To make the books and records of the Foundation, including financial records, reasonably available to an Owner.

(m) To carry out the duties of the Foundation set forth in this Declaration, the Articles and the By-Laws.

(n) To hold meetings as provided for in the Bylaws for the members of the Foundation, such meetings to occur at least annually.

(o) To enforce on its own behalf and on behalf of all Owners, this Declaration, as beneficiary of said covenants, conditions and restrictions and as assignee of Declarant; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of the Residential Restrictions and Rules. The Board shall be authorized to institute litigation, settle claims, enforce liens, levy fines, and take all such action as it may deem necessary or expedient to enforce the provisions of the Residential Restrictions and Rules; provided however, the Board shall never be authorized to expend any Foundation funds for the purpose of bringing suit against Declarant, its heirs, successors and assigns.

3.08 Powers and Authority of the Foundation. The Foundation shall have all the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Foundation under and by virtue of this Declaration, the Articles, and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Foundation set forth in Article III or elsewhere in this Declaration. Without in any way limiting the generality of any of the foregoing provisions, the Foundation shall have the power and authority at any time to do the following:

(a) ***Assessments.*** To levy Assessments on the Owners of the Tracts and Lots, and to enforce payment of such Assessments in accordance with the provisions of Articles VI and VIII hereof.

(b) ***Legal, Accounting and other Professional Services.*** To retain and pay for legal, accounting, engineering, biological, and other professional services necessary or proper in the operation, preservation and maintenance of the Property, including the Common Property or any part thereof, enforcement of this Declaration or in performing any of the other duties or rights of the Foundation.

(c) ***Right of Entry and Enforcement.*** The Declarant and/or the Foundation shall enforce the provisions hereof relating to the building plans, specifications, with assistance as needed by the ARC, including those set forth in the Design Guidelines, all as amended from time to time by the ARC. The Declarant, ARC, and/or Foundation reserve the right to perform onsite visits to ensure compliance. If for any reason whatsoever, the Owner violates this Declaration or the Residential Restrictions and Rules, the Declarant or Foundation has the right to enter at any time in an emergency, or in a non-emergency after Notice and Hearing as required by Article VIII, upon any portion of the Property or onto any Common Property for the purpose of enforcing the Declaration, Residential Restrictions and Rules or for the purpose of maintaining or repairing any area, Improvement or Facility to confirm to the restrictions herein established, at the expense of the Owner thereof. Notwithstanding the foregoing, the Declarant or the Foundation will not enter a Dwelling without the permission of the Owner. An emergency shall exist where circumstances result in an immediate threat to Property, or the health and welfare of persons. Any such entry upon a Tract or Lot shall not be deemed a trespass. The Foundation reserves the right to immediately halt and prevent further activity pertaining to any clearing and/or construction deemed in violation of the Design Guidelines until such time the violation has been remedied and in compliance. Any cost related to the stop of the clearing and/or construction including but not limited to any cost associated with the delay in the clearing and/or construction will be the sole responsibility of the Owner. Should the Declarant and/or the Foundation be required to enforce the provisions hereof by legal action, the recovery of attorney's fees as more fully set forth in Article VIII, and costs incurred, whether or not judicial proceedings are involved shall be collectible from the Owner and shall constitute an Individual Assessment against the Tract or Lot as provided in Article VI herein. Declarant and the Foundation, or its agents or employees, shall not be liable to the Owner for any damages or injury to the Tract, Lot or any Improvements thereon resulting from any action taken pursuant to this Section.

(d) ***Conveyances.*** To grant and convey to any person or entity the real Property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Property owned by the Foundation for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder:

(1) Parks, parkways, campgrounds, or other recreational facilities or structures;

(2) Roads, private roads, walks, driveways, trails and paths;

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

(4) Storm water drainage systems, sprinkler systems and pipelines; and

(5) Any similar public, quasi-public, or private Improvements or Facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other Facility in a way, which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration. In addition, the Foundation reserves the right to grant and convey any roads within the Property to the County or local municipality in the event such roads are made public.

(e) ***Contracts.*** To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to access, operate, improve and maintain any Common Property or to provide any service or perform any function on behalf of the Declarant, the Foundation, or other person.

(f) ***Create Another Foundation.*** To create a subsidiary or other association to have the rights and powers, and to perform the duties, obligations or functions necessary to the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Foundation under this Declaration; or alternatively, the Foundation may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some of all of its other rights, powers, duties, obligations, and functions to such subsidiary or other association.

3.09 Residential Restrictions and Rules. As provided in Article VIII and in accordance with the By-Laws, the Declarant or the Foundation may adopt, amend and repeal such rules as it deems proper for the use and occupancy of the Property. A copy of said Residential Restrictions and Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner, or recorded with the appropriate public office. Upon such mailing, delivery or recordation, said Residential Restrictions and Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In addition, as to any Owner having actual knowledge of any given Residential Restrictions and Rules, such Residential Restrictions and Rules shall have their full force and effect and may be enforced against such Owner. As part of the Residential Restrictions and Rules that may be adopted from time to time by the Declarant or the Foundation, a fine may be imposed by the Declarant or the Foundation for violation by any Owner, his/her Family, of any guests or invitees of this Declaration or any Residential Restrictions and Rules adopted pursuant to Article V herein. In the event any such fine is imposed, it shall constitute an Individual Assessment as provided in Article VI hereof. Before imposing any such fine the Foundation shall give such Owner notice and hearing as provided in Article VIII hereof.

3.10 Liability of Declarant and Foundation. Neither the Board nor the Declarant shall be personally liable to any Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Foundation or the Declarant, or any other representatives or employees of the Foundation, including the ARC, provided that such Declarant, members of the Board, or the ARC or any other representative or employee, has, upon the basis of such information as may be possessed by him or her, acted in good faith. Further, the Declarant and every officer of the Foundation shall be indemnified by the Foundation against all expenses and liability, including attorney fees, reasonably incurred by or imposed in connection with any proceeding as a result of the performance of their duties for The Spring except where the Declarant or the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. Neither the Foundation nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, occupant or user of any portion of the Property, including without limitation, Owners and their respective families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. The Foundation and the Declarant are not empowered, and have not been created, to act as an entity which enforces or ensures any

other individual or entity's compliance with applicable laws or the prevention of criminal, tortious or other like regulated activities. Every Owner, by taking title to any part of the Property, covenants and agrees to hold harmless and to indemnify the Foundation and the Declarant from and against all claims of any kind, whatsoever by any invitee, licensee, Family member, employee, or other representative or agent of that Owner for any loss or damage arising in connection with the use, ownership or occupancy of any portion of the Property. The Foundation shall also have the authority to obtain liability insurance insuring the Board, the ARC or officers of the Foundation against any claims, losses, liabilities, damages or causes of action arising out of or in conjunction with or resulting from an act or omission in their representative capacity. It is each Owner's sole responsibility to ensure the Wildlife Management Use or Agricultural Use is approved by the Brazos County Appraisal District and the Foundation and/or the Declarant shall not be responsible for denial of a Wildlife Management or Agricultural Use appraisal, pursuant to Texas Property Tax Code Section 23.51(1), by the Brazos County Appraisal District.

ARTICLE IV -ARCHITECTURAL REVIEW COMMITTEE

4.01 **Composition of ARC.** The ARC shall consist of three (3) members. The initial ARC members shall include the Declarant and two individuals appointed by the Declarant. Notwithstanding anything stated to the contrary herein, for so long as Declarant owns any Tracts or Lots in the Property, Declarant may remain an ARC member and shall have the sole and absolute right to appoint and remove ARC members at any time without cause. Each of said persons shall hold office until such time as he or she has resigned or has been removed or his successor has been appointed, as provided herein. At the time that Declarant sells the last Tract or Lot, or sooner if Declarant so determines in its sole discretion, the duties, rights, powers, and authority of the ARC shall be assigned by the Declarant to the Board, and from and after the date of any assignment, the Board shall have full right, authority, and power and shall be obligated to perform the functions of the ARC, as provided herein, including appointing members of the ARC in accordance with the Bylaws of the Foundation. Members of the ARC shall be Owners in The Spring, serve without salary or pay and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

4.02 **Duties.** The ARC shall have the following powers and duties:

(a) To amend from time to time the Design Guidelines. Any amendments shall be set forth in writing and provided to all Members. Any amendment shall include any and all matters considered appropriate by the ARC not inconsistent with the provisions of this Declaration.

(b) To consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to the Design Guidelines for any and all Improvements and construction which shall be commenced, erected or maintained upon the Property as well as any exterior additions to or changes or alterations therein. The ARC shall approve, in its sole discretion, proposals or plans and specifications submitted for its approval only if it deems that the construction, location, alterations, or additions contemplated thereby in the locations indicated

are in compliance with the Design Guidelines and will not be detrimental to the overall development and the appearance of the Property, as a whole and that the appearance of any Improvement affected thereby will be in harmony with the surrounding Improvements and topography, preserve the Natural Areas and the Garden, and be aesthetically attractive and architecturally well designed. The ARC may require a reasonable fee for performing the functions herein prescribed, and may disapprove plans, specifications, designs and plot plans for failure to pay such fee.

(c) The conclusion and opinion of the ARC shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARC shall determine that said Improvement, alteration, addition, activity or change is not consistent with the development plan formulated by the Declarant as set forth in the Design Guidelines. The ARC will notify the Board of all conclusions and opinions as it relates to design review matters including but not limited to approval and denial of plans submitted by Owners.

4.03 **Design Guidelines.** The Declarant, in order to give guidelines to Owners concerning construction and maintenance of Improvements located on Tracts and Lots within the Property, has promulgated Design Guidelines ("Design Guidelines"). The Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Design Guidelines as may be amended from time to time by the ARC. As described herein, no Dwelling, Ancillary Building, Barn, , additions thereto, or any other exterior aspect of a Dwelling (including without limitation, any storm doors and windows, pet houses/runs, porch, patio, deck, basketball hoops, shed, awnings, satellite dishes, exterior lighting, playground equipment, decks, fencing, landscaping, solar panels), nor any construction, installation or location of any structure or improvement which is appurtenant to a Dwelling (including without limitation, swales, driveways, service walks, mailboxes, landscaping, air conditioning compressors, overhangs, free-standing flagpoles, sculptures, statues, lawn ornaments, eaves, gazebos, sheds, barns or stables, garages, gutters and downspouts, or basement area window wells, temporary or permanent), shall be constructed, altered, restored, added to, located, remodeled on the exterior (including the painting or staining of any exterior surface), placed installed or permitted without, in each and every instance, the prior written approval of the ARC in the manner set forth in this Declaration and the Design Guidelines.

4.04 **Timely Review.** In order to avoid significant inconvenience to Owners, the ARC shall conduct reviews of requests in a timely manner.

4.05 **Meetings of the ARC.** The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the ARC, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all the ARC members taken with a meeting shall constitute an act of the ARC. The ARC may take action without formal meeting by unanimously consenting in writing on any matter, which it might consider at a formal meeting. Such unanimous written consent shall constitute the act of the ARC. Should a member of the ARC submit their own plans to the ARC for review, that member will recuse themselves from the approval process. The ARC shall keep and maintain written records of all actions taken by it at such meetings or otherwise.

4.06 No Waiver of Future Approval. The approval of the ARC of any proposals, plans, specifications, or drawings for any work done or proposed or any approval in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawing or matter whatever subsequently or additionally submitted for approval or consent.

4.07 Statute of Limitations. Any approvals granted by the ARC will be in effect for a period of one (1) year. Construction must be started within one (1) year of the approval date by the ARC. If one year (1) has elapsed since plan approval was granted, the plan must be resubmitted to the ARC, including any applicable fees, and written approval must be received prior to any construction. The Design Guidelines are subject to change and any plans resubmitted after the one (1) year approval date must be in compliance with the current Design Guidelines at time of resubmittal.

4.08 Decisions Conclusive. All decisions of the ARC shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ARC, or any member thereof, for its or such member's approval or refusal to approve all or any portion of the plans or of any materials submitted therewith, or for any other decision rendered under the authority of this Declaration.

4.09 Non-Liability of ARC. Neither Declarant, the ARC, nor any ARC member shall be liable to the Foundation or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of the ARC. The ARC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to The Spring. A primary goal of the ARC is to review applications, plans, specifications, materials and samples submitted by Owners in order to determine if the proposed improvement or modification conforms in appearance and design with the standards and policies set forth. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, the Declarant, the Foundation and the ARC do not assume responsibility for, including but not limited to, the following:

1. The structural adequacy, capacity or safety features of the proposed improvement or structure;

2. Soil erosion or unstable soil conditions;

3. Compliance with any or all building codes, safety requirements, or state laws, regulations or ordinances;

4. Performance or quality of design and/or construction performed by any approved architect, builder, or contractor;

5. Marketability of the product;

6. The financial solvency of any builder and/or architect; and

7. The approval of or satisfaction from any plans or designs submitted by a recommended builder and/or architect.

4.10 **Variances.** The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration and the Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, and authorize the placement of structures nearer to Tract or Lot lines than otherwise provided for herein and in the Design Guidelines when circumstances such as topography, natural obstructions, hardship, Tract or Lot size or configuration, aesthetic or environmental considerations may require. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance. Any variances granted by the ARC will not be considered the establishment of a new precedent for the Design Guidelines and all variance requests will be reviewed and action will be taken on a case by case basis.

4.11 **Reimbursement.** The ARC members shall be entitled to fees and reimbursement for expenses incurred by them in the performance of their duties hereunder.

4.12 **Government Agency Approval.** Nothing in this Declaration or the Design Guidelines shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of any governmental agency of entity (including but not limited to Brazos County, Texas) with jurisdiction as may be required by law, as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the ARC may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the ARC as a final condition to approval of plans and specifications, or as additional insurance to the ARC that the Improvements and uses of approved plans and specifications meet governmental requirements, or for both such purposes.

4.13 **Cause and Method for Replacement.** When Declarant sells the last Tract and Lot or assigns responsibility to the Board to appoint and remove ARC board members, whichever is earlier, members of the ARC may be removed by petition and vote of a simple majority of the Members.

ARTICLE V -COMMON PROPERTY

5.01 **Conveyance.** Subject to the provisions of Article VII, the Declarant by the recordation of this Declaration and the Survey of the Property shall be deemed to have dedicated the Common Property as shown on such Survey and defined in Article I for the mutual use, enjoyment, common safety and welfare of the residents of The Spring, subject to such restrictions, liens, or easements reserved herein or on the Survey or as may be designated from time to time. Notwithstanding any other provision to the contrary, the Declarant or the Foundation shall have the power and authority to dedicate, convey or grant an easement on the

Common Property as may be determined from time to time in the best interest of the protection of the environment, and in the best interest of The Spring. Provided, however, for as long as Declarant owns any Tract or Lot, Declarant shall retain an easement for itself, its assigns, agents, invitees and licensees to the extent necessary for the following: to complete construction of all Improvements to the Property, and the Common Property, or any portion thereof; to show and sell Tracts or Lots, including the unrestricted right to erect signs; to use the Common Property, or any part thereof, for ingress and egress and for marketing and sales activities and to grant and record easements over, under, through, across, upon, in and on, the Common Property or portions thereof for the installation, construction and maintenance of any utility service, landscaping, buffering, ingress and egress, and such other purposes as Declarant, in its reasonable discretion, deems necessary, desirable or required for the preservation of the Garden, Natural Areas or by the final engineering plans for the Property. The Declarant hereby covenants for itself, its successors and assigns that said Common Property shall be subject to and bound by the terms of this Declaration and Exhibits attached hereto. The use and enjoyment of the Common Property shall be subject to such rules and regulations relating thereto as are set forth in this Declaration or as may be adopted or amended by the Declarant or the Foundation from time to time in accordance with this Declaration. Declarant shall have the right from time to time to designate additional real property as Common Property either in a supplement or amendment to this Declaration executed for the purposes of submitting any additional real property to the terms of this Declaration, in an instrument conveying any real estate to the Foundation or through the recordation of additional Surveys with respect to each phase of its proposed development to be recorded against the Property. The maintenance, repair, improvement, use, enjoyment and operation of all of the Common Property shall be in accordance with the terms and provisions of this Declaration.

5.02 **Improvement of Common Property.** It is the duty of the Declarant to complete certain utilities, roadways and easements at The Spring. The right of the Declarant herein reserved shall entitle Declarant, but not obligate Declarant, to make or construct such other Improvements to the Common Property, such as the installation of landscaping, wetlands, signage, barns, fencing, pavilion, club house, picnic areas, trails, observation tower, fire pits, agricultural areas, greenhouses, tree houses, and lighting as the Declarant determines in its sole discretion. After initial construction, the future maintenance, repair and replacement of the Common Property, including Improvements thereto, shall be the obligation of the Foundation as hereinafter provided in this Declaration and the Declarant is not obligated to rebuild and/or replace any common area features in the event of damage or destruction.

5.03 **Property Rights.** Every Owner of a Tract or Lot shall have the non-exclusive right and easement of enjoyment in and to the Common Property. The Declarant reserves the right to convey the Common Property to the Foundation at any time. Such right and easement of each Owner in and to the Common Property, or any part thereof, shall be appurtenant to and shall pass with the title to every Tract and Lot. The Declarant and Foundation reserves the right to use, access, and grant access to third parties to the Common Property and Facilities for the purpose of construction, maintenance, or marketing of the Project. The Foundation reserves the right to establish an additional set of rules and regulations as it relates to the use and access to Common Property, including but not limited to the types of activity that can be conducted in the Garden, and/or trail system. The Foundation shall have the right to remove or cause to be

removed anything placed on the Common Property, or any part thereof, in violation of the provisions of this Section, to restore the Common Property, or any part thereof, to its condition prior to the violation and to assess the Owner or Owners responsible for the cost of such removal and restoration. Such Assessment shall constitute an Individual Assessment as provided in Section 6.04 against the Tract or Lot of said Owner or Owners that may be enforced in the manner set forth in Article VI hereof. Prior to imposition of such Assessment, the Foundation shall give Owner notice and hearing as provided in Article VIII hereof. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Property to or for any public use or purpose whatsoever, provided however, with prior approval from Declarant or the Foundation, from time to time, certain members of the public, such as school children, etc. may be invited to tour or study in specified areas of the Common Property.

5.04 Use of Common Property. Each Owner, any invitee, licensee, Family member, employee, or other representative or agent of that Owner and any other persons entitled to use the Common Property shall not use such Common Property or carry on any activity on such Common Property that will detract from, impair or interfere in any way with the value, Wildlife Management Use, Agricultural Use or enjoyment (including aesthetic enjoyment) of such Common Property by Declarant or other Owners. No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, signage, structure or other Improvement or store any of his/her personal property or prohibit the free flow of pedestrian traffic on the Common Property or any part thereof. Declarant or the Foundation shall have the right to prohibit any use which, in the opinion of Declarant or the Foundation, is in violation of the foregoing restriction. In order to comply with the terms of a lease of the Garden to a professional operator, as anticipated by Section 2.37, or for purposes of maintaining the Garden in a neat and clean condition or for purposes of increasing the production or preserving the aesthetics of the Garden, the Foundation may restrict Owners' access to all or any portion of the Garden. The Foundation shall from time to time promulgate Residential Restrictions and Rules in accordance with this Declaration, the Articles and By-Laws of the Foundation for the purpose of regulating the use of the Common Property.

5.05 Declarant's Exculpation from Liability and Responsibility for Maintenance and Design. Declarant, reserves the right to participate in or undertake, the continued maintenance of any Common Property at Declarant's sole discretion, however Declarant shall not be responsible for the continued maintenance of the Common Property or for any loss or damage to the Owners, their heirs, successors, or assigns, families, guests, invitees, agents or employees for the design of, or any failure to maintain, the Common Property. Accordingly, each Owner of a Tract or Lot, by the acceptance of a deed or other conveyance to his/her Tract or Lot shall be deemed to have agreed that the Declarant shall have no liability or responsibility whatsoever (whether financial or otherwise) with respect to the design of the Common Property. Said Common Property is private, not public. The Foundation, on behalf of all of the Owners shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over responsibility for the administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Common Property.

5.06 Exculpation from Liability and Responsibility for Damages.

(a) Each Owner and his/her successors and assigns shall be responsible for their conduct and the conduct of any invitee, lessee, licensee, Family member, employee, or other representative

or agent of that Owner, who use the Common Property under terms of this Declaration and shall be liable for any loss or damages resulting from the violation by any such person or persons of the terms, conditions and restrictions herein provided.

(b) The Declarant shall not be responsible for any loss or damage to the Foundation, any Owner, his/her Family, guests, invitees, agents or employees, heirs or assigns, or any other person who uses the Common Property under the terms of this Declaration due to any act or omission of any contractor or subcontractor employed by Declarant or the Foundation, for the construction and development, enlargement, or maintenance of the Common Property, or due to any act or omission of any adjoining Owner, or due to any act or omission of any other person or persons using the Common Property, or due to any act of omission of any other person or persons using the Common Property without authorization.

(c) Use of the Common Property by an Owner, heirs, successors or assigns, or any person who occupies the Tract or Lot owned by the Owner or the guests of such person, shall be at the risk of the Owner and user and the Declarant shall not be responsible for any injury, loss or damages to such user or any other person resulting from such use. Each Owner, agrees for him/herself and his/her heirs and assigns to indemnify and save Declarant, its successors and assigns, harmless from any claim of injury, loss or damages resulting from the use of the Common Property by an Owner, his/her heirs, successors, or assigns, such persons who occupy Owner's Tract or Lot, or the guests of such persons. Please refer to Section 2.11 Hazardous Activities for a more detailed description of possible hazardous activities.

ARTICLE VI -ASSESSMENTS

6.01 **Purpose of Assessments.** In general, the Assessments levied by the Foundation shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, for enforcement of this Declaration and for the improvement, conservation oversight, and maintenance of the Common Property.

6.02 **Annual Assessment.** An Annual Assessment, calculated on a per Tract or Lot basis, shall be levied to provide for and assure the availability of the funds necessary to establish a reserve for capital improvements and pay common expenses, which shall include, but not be limited to, the following: (i) expenses incurred for the repair, maintenance, preservation, protection and improvement of the Common Property, including without limitation, storm water drainage, swales, landscaping, mowing, irrigation, trail maintenance, signage, fencing, walls, lighting and controlling vegetation growth; (ii) expenses incurred for utility services for the common safety and welfare of the residents of The Spring, including without limitation, all subsurface and surface drainage improvements, as shown by the Survey; catch basins, swales and drainage ditches, wells, lighting, electric or gas power for any Entry Feature; (iii) expenses incurred for any inspection, repair, maintenance or Improvement to the Property as provided herein; (iv) expenses incurred in the administration of the business of the Foundation including without limitation, necessary and appropriate fees for services rendered by engineers, biologists, accountants and attorneys; (v) expenses incurred for the payment of real and personal property taxes and assessments for any Property, including without limitation, the Common Property,

owned by the Foundation; (vi) expenses incurred for the maintenance of insurance, including the insurance required in Article III; (vii) expenses incurred for doing any other thing necessary or desirable, which in the judgment of the Foundation may be of general benefit to the Owners and the Property, including, without limitation expenses related to Agreements with other associations or organizations to provide additional services and or amenities to the Owners. Subject to the provisions set forth relating to the rate at which the Annual Assessment imposed herein shall be paid on the Tract or Lot, each and every Tract and Lot is hereby severally subjected to and impressed with a regular Annual Assessment which shall run with the land, subject to increase and decrease and payable as provided herein. On a year-to-year basis, the Annual Assessment shall not increase more than 15%, unless the construction of new Facilities, or the implementation of new services, necessitates an additional increase in the Annual Assessment to cover the actual increase in maintenance expenses. The Foundation may waive, in whole or in part any Assessment due from any Owner, at the sole and absolute discretion of the Directors of the Foundation.

6.03 **Special Assessment.** In addition to the Annual Assessment authorized above, the Board may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any enforcement action pursuant to this Declaration or new construction, reconstruction, repair or replacement of a capital Improvement upon the Common Property, including fixtures and personal property and the financing of same, and may include expenses associated with the improvement of the Garden, including costs for plants, labor, fencing irrigation and other costs related thereto. For so long as the Declarant owns any Tracts or Lots within the Property, the Board shall levy and enforce Special Assessments for costs related to the replacement, repair, or reconstruction of any existing Improvement on the Property upon the request of Declarant. Special Assessments shall be calculated and levied on the same per-Tract and per-Lot basis as the Annual Assessment. The initial construction of Improvements identified as Declarant's duty under Section 5.02 shall not be the subject of a Special Assessment. It is fully understood that the Board, on behalf of the Foundation, may enter into contract with the Declarant and/or Declarant affiliates for the purposes and services described in this Declaration contingent upon the rates being charged by Declarant and/or Declarant affiliates will be comparable to prevailing market rates. In addition, the Board reserves the right to borrow funds with interest from a financial institution, Declarant, and/or third party for the purposes of amortizing, in whole or in part, the cost related to any of the Special Assessment items described above.

6.04 **Individual Assessments.** In addition to any other Assessments for which provisions are made in this Declaration, the Board shall have the authority to levy and collect, after written notice and hearing as provided in Article VIII of this Declaration, against an Owner an Individual Assessment for:

(a) Costs and expenses incurred by the Foundation in bringing a particular Owner's Tract or Lot into compliance with the provisions of this Declaration, including any action taken, cost or expense incurred by the Foundation to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner to cure or remedy such violation or noncompliance.

(b) Costs and expenses, including attorneys' fees as provided in Article VIII hereof, whether or not suit is brought, incurred by the Foundation in the enforcement of the provisions of this Declaration against a particular Tract or Lot or the Owner of such Tract or Lot.

(c) Costs and expenses incurred by the Foundation in furnishing or providing labor, services and materials which benefit a particular Tract or Lot or the Owner of a particular Tract or Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner (provided that Owner shall bring his/her Tract or Lot into compliance as provided in this Declaration) in advance of the Foundation's furnishing or providing the same and that such Owner's acceptance of any such labor, services or materials shall be deemed to have been such Owner's agreement that the costs and expenses associated therewith shall be a lien against said Tract or Lot and shall be levied and collected as an Individual Assessment against such particular Owner and his/her particular Tract or Lot.

(d) The fine assessed against any Owner for violation by any Owner, Family, guests, lessees or invitees of the provisions of this Declaration or any Residential Restrictions and Rules adopted by the Declarant or Foundation as provided by this Declaration (please refer to the Fee Schedule for any applicable penalties).

(e) Reasonable overhead expenses of the Foundation associated with any Individual Assessment levied and collected pursuant to this Section 6.04.

6.05 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Tract or Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Foundation (a) Annual Assessments, (b) Special Assessments for capital Improvements and enforcement of this Declaration and (c) Individual Assessments. All such Assessments shall be a lien against the assessed Owner's Tract or Lot from the date the Foundation sets the Assessment, to be established and collected as provided in this Declaration. Each such Assessment together with interest, costs and reasonable attorney's fees in collecting said Assessment, shall also be the personal obligation of the person who was the Owner of such Tract or Lot at the time when the Assessment becomes due as well as a lien against the Tract or Lot as provided herein. An Owner may not be relieved of the personal obligation for delinquent Assessments by successors in title unless such obligation is expressly assumed by them. Notwithstanding anything stated to the contrary in this Declaration, during such time as the Declarant is the Owner of any unimproved Tract or Lot, the Declarant shall not be obligated to make proportionate payment of any Assessments hereunder.

6.06 **Fund.** The Foundation shall establish a Fund into which shall be deposited all moneys paid to the Foundation, including all Assessments, and from which disbursements shall be made in performing the functions of the Foundation under this Declaration. Declarant and the Foundation reserve the right from time to time to establish separate accounts into which deposits of money will be paid to the Foundation for special projects including but not limited to projects related to capital improvements or Special Assessments.

6.07 **Notice and Quorum for any Action Authorized under Article VI.** Notice of any meeting called for the purpose of taking any action authorized under Article VI shall be sent to all Members not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence at the meeting in person or by proxy of sixty-six percent (67%) of the total votes of the membership shall constitute a quorum. If the required

quorum is not present, the Foundation Board shall follow the quorum procedure described in Section 3.05 of this Declaration. At the duly called meeting, plans and a budget shall be presented to the Members present, and a specific Assessment amount shall be proposed.

6.08 Date of Commencement of Annual Assessments/Due Dates. The Annual Assessments provided herein shall commence upon the purchase by the Owner of a Tract or Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Foundation shall fix the amount of the Annual Assessment against each Tract or Lot at least thirty (30) days in advance of each Annual Assessment period. The Annual Assessment period shall be the calendar year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date shall be established by the Declarant until such time as the Board is in place. The Foundation shall, upon demand, and for a reasonable charge, (please refer to the Fee Schedule for any applicable penalties) furnish a certificate signed by an officer of the Foundation setting forth whether the Assessments on a specified Tract or Lot have been paid. A properly executed certificate of the Foundation as to the status of Assessments on a Tract or Lot is binding upon the Foundation as of the date of its issuance.

6.09 Effect of Non-Payment of Assessments: Remedies of the Foundation. Any Assessment not paid within thirty (30) days after the due date shall (i) bear interest from the due date at the maximum rate allowed by law per annum and (ii) be subject to a reasonable uniform late fee (please refer to the Fee Schedule for any applicable penalties), as determined from time to time by the Foundation. All Assessments, including interest, costs of collection and attorney fees, as provided in Article VIII hereof, shall be a lien on the Tract or Lot from the date of Assessment. Such lien shall be effective from and after the date of Assessment until paid in full and may be, but shall not be required to be recorded in the Real Property Records of Brazos County, Texas. In the event of recording, a Claim of Lien shall be filed stating the description of the Property, the name of the Owner as shown on the books of the Foundation, the amount due and payable and the date when due. Any such Claim of Lien shall include only Assessments which are payable and due when said Claim of Lien is recorded. All such Claims of Lien shall be signed and verified by an officer or agent of the Foundation. When any such liens have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Real Property Records of Brazos County, Texas. The Board may take such action as they deem necessary to collect Assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Foundation, except to the extent that the Board's right of foreclosure is limited by Texas Property Code Section 209.009. The delinquent Owner shall pay all costs including attorney's fees, as provided in Article VIII hereof, incurred by the Foundation incident to the collection of such Assessments. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. No Owner may waive or otherwise escape liability for the Assessments provided for herein by the non-use of the Common Property or abandonment of his/her Tract or Lot.

ARTICLE VII -RESERVATIONS AND EASEMENTS

7.01 Reservation of Utility Easements on Survey. The Declarant, for itself and for the benefit of the Foundation, all other Owners and also for the benefit of all the Property, hereby creates, declares and reserves the easements described in this Article VII.

7.02 Grant of Easements. The Declarant, by the recordation of this Declaration and the Survey of the Property, grants and conveys to all Owners and the Foundation the Access Easement and the Utility Easement (collectively the "Easements") subject to the restrictions and reservations contained herein.

7.03 Use of Easements. The Declarant, all Owners and the Foundation may each permit the benefits of the Access Easement to be used and enjoyed by the tenants, licensees, invitees and other occupants of all or any portion of the Property, as well as customers, employees and agents thereof; provided, however, that in no event shall the consent or joinder of any one or more of such tenants, licensees, occupants, invitees, customers, employees or agents thereof be required to modify, amend, or terminate the Easement. The Declarant hereby reserves the easement for itself and the Foundation over up to ten (10) feet of the surface of the Property that is adjacent to both sides of the Utility Easement Area as necessary to install and maintain the Utilities within the Utility Easement Area.

7.04 Reservations and Restrictions. The Declarant and Foundation reserves the right to grant further easements within the Access Easement Area, the Utility Easement Area or the Garden as the Declarant may determine are reasonably required for the benefit of The Spring. The Easements are subject to the following restrictions:

(a) The Easement does not include vehicular parking rights within the Easement Area, each Owner will use reasonable efforts to prevent its tenants, licensees and invitees from parking within any portion of the Easement Area.

(b) The Declarant reserves, for itself and the Foundation, the right to temporarily close all portions of the Access Easement Area for the reasonable period of time legally necessary, in the opinion of the Declarant's or the Foundation's counsel, to prevent the dedication of any portion of the Property for public use or the acquisition of prescriptive rights by anyone; provided, however, that before completely closing off all portions of the Access Easement Area, the Declarant or the Foundation shall give written explanation and notice to all Owners of its intention to do so and provide temporary alternate access to each Owner.

(c) The Declarant reserves, for itself and the Foundation, the right to barricade, temporarily, any portion of the Easement Area as shall be reasonably necessary for purposes of preparing or maintaining the surface area thereof or for installing, maintaining, repairing or replacing any Utilities or distribution lines located thereon or thereunder, provided that the Declarant or Foundation places proper notification signage at the entrance of The Spring along with instruction if applicable and provides temporary alternate access so as to minimize interference with the enjoyment and use of the Easements by the Owners.

(d) The Declarant reserves, for itself and the Foundation, the right to dedicate all or any portion of the Easement Area to Brazos County or any municipality which may hereafter contain any portion of the Property.

(e) Each Owner shall be responsible, at its sole cost and expense, for obtaining, connecting, installing, repairing and maintaining all utility lines, connections and facilities exclusively serving their respective Tract or Lot and shall pay all impact, connection and tap-in fees, sewer service charges and charges for electricity, telephone and other communication services and all other utilities and similar services rendered or supplied to their respective Tract or Lot, or other similar charges levied or charged against, or in connection with, their Tract or Lot; all such utilities shall be installed underground. Each Owner shall be solely responsible for the costs of constructing the driveways connecting their respective Tract or Lot to the road and for the lines, cable and fiber optic lines and other utilities not addressed herein which are exclusively for the use of their respective Tract or Lot. Declarant is responsible for providing services to the front of the Tract or Lot on the Common Property within the Utility Easement Area but is not responsible for any connecting, installing, repairing, relocating, clearing, maintenance, and/or construction of any kind on any individual Tract or Lot. Declarant does reserve the right to assist Owners on a case by case basis however any assistance would not be considered a standard practice to be applied to all Tracts or Lots.

(f) The Easements granted herein are subject and subordinate to any and all matters of record as of the date hereof.

7.05 **Construction and Maintenance of Road.** The Declarant has or will construct a road on the Access Easement Area. It shall be the obligation of the Foundation to maintain such road in a level, smooth, neat and clean condition and Declarant will not be responsible for any maintenance of road, repairs, or further improvements after the initial construction, although Declarant reserves the right to undertake such maintenance, repairs, or improvements. Any repairs or improvements shall be made with the type of surfacing materials originally installed or a compatible substitute material that is equal or superior in quality, appearance and durability. The Foundation may enter into contract with the Declarant and/or Declarant affiliates for the purposes of road maintenance services described in this Declaration contingent upon the rates being charged by Declarant and/or Declarant affiliates will be comparable to prevailing market rates.

7.06 **Reservation of Right to Consent to Construction.** Declarant reserves the right to grant consents for the construction and maintenance of the Common Property. Declarant, for the benefit of itself, the Foundation and all Owners hereby reserves easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide storm water or surface water drainage to all or any portion of the Property; provided, however, that any such drainage easements shall not unreasonably interfere with the use and enjoyment by any Owner of the particular Tracts, Lots or the Common Property affected hereby or any Improvements from time to time placed, located, constructed, erected or installed thereon.

7.07 **Future Easements.** There is hereby reserved to the Declarant and its successors and assigns, and to the Foundation, the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the County or any other parties such other

further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Declarant or the Foundation, for the future orderly development of The Spring in accordance with the objectives and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Tract or Lot pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Tract or Lot as a Single Family Residential Use home site. The easements contemplated by this Article VII may include, without limitation, such easements as may be required for utility services, maintenance of the Garden and the Common Property, drainage, road right of way or other purposes reasonably related to the orderly development of The Spring in accordance with the objectives and purposes specified in this Declaration.

7.08 **Foundation Easement.** There are hereby created, declared and granted to the Foundation, such easements over and upon all or any portion of the Property as may be reasonably necessary to permit the Foundation to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Certificate of Formation, By-Laws and Residential Restrictions and Rules of the Foundation.

7.09 **Maintenance of Easements.** The Owners of the Tracts or Lots, subject to the easements, shall acquire no right, title or interest in or to any fence or facilities placed on, in, over or under the Property which is subject to any of the easements reserved in Article VII of this Declaration. The Foundation shall be responsible for maintaining any easements located on the Property. However, the Foundation is not responsible for maintaining any easements located on an Owner's Tract or Lot.

ARTICLE VIII -GENERAL COVENANTS AND RESTRICTIONS

8.01 **Laws and Ordinances of the State of Texas.** The laws and ordinances of the State of Texas and Brazos County, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof for all purposes.

8.02 **Duration.** This Declaration shall be deemed to run with the land; shall continue in full force and effect for a period of ninety-nine (99) years from the date hereof; shall inure to the benefit of and be enforceable by the Declarant, the Foundation and the Owners of the Tracts and Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives; at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least sixty-seven percent (67%) of the Owners of the Tracts and Lots at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restrictions in whole or in part, and said instrument shall be recorded in the Real Property Records of the County prior to the expiration of the initial period or the applicable extension thereof.

8.03 **Notice.** An Owner should be notified in writing that they are in violation of this Declaration before the Foundation may suspend an Owner's right to use Common Property, file a suit against an Owner, charge an Owner for property damage, suspend an Owners right to vote on Foundation matters, or levy a fine as provided in this Declaration. The Foundation must give notice as provided this Section. The notice must:

(a) describe the violation or property damage that is the basis for the suspension, action, charge, or fine and state any amount due the Foundation from the Owner;

(b) inform the Owner that the Owner: (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and reasonable opportunity to cure a similar violation within the preceding six (6) months; and (ii) may request a hearing on or before the 30th day after the date the Owner receives the notice; and

(c) inform the Owner that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain.

If the Owner is entitled to an opportunity to cure the violation, the Owner has thirty (30) days after receipt of the notice to submit a written request for a hearing before the Board to determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting and removing the same.

Any notice required to be sent to any Owner under the provisions of this Declaration, shall be deemed to have been properly sent, and notice thereby given, when mailed, certified, return receipt requested, addressed to the Owner at the last known post office address of the person who appears as a Member on the records of the Foundation at the time of such mailing. Notice to one of multiple Owners of a single Tract or Lot shall constitute notice to all Owners thereof. It shall be the obligation of every Owner to immediately notify the Foundation in writing, as further provided in the Residential Restrictions and Rules promulgated by the Foundation, of any change of address.

8.04 **Hearing.** The Board shall hold a hearing not later than the 30th day after the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. A postponement may be requested by either side for not more than ten (10) days. In the event an Owner does not request a hearing within thirty (30) days after receipt of a Notice, said Owner shall be deemed to have waived his/her right to a hearing hereunder. In the event an Owner requests a hearing hereunder, the running of any enforcement period shall be tolled until after the hearing is held and the decision of the Board is made in writing to the Owner.

8.05 **Failure to Cure.** If the Owner fails to cure the noncompliance either after (1) notice under Section 8.03; or (2) notice and hearing under Sections 8.03 and 8.04 determining that the Owner is in noncompliance, then the Declarant or Foundation may pursue the remedies provided under Section 8.06.

8.06 **Enforcement.** Except as hereinafter provided, Declarant, the Foundation and each Owner, jointly and severally, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the

provisions of this Declaration. If the Board determines after the hearing that the Owner is in noncompliance, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may pursue enforcement, remove the non-complying Improvement or remedy the noncompliance, and the Owner shall reimburse the Foundation upon demand for all reasonable expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Foundation, the Board shall levy an Individual Assessment against such Owner and Improvement in question, and the land upon which the same is situated, for reimbursement, and the same shall constitute a lien upon such land and Improvement and be enforced as in this Declaration provided.

Notwithstanding the foregoing, in the event of any dispute between Owners or between the Declarant or Foundation and any Owner or Owners as to any matter provided for herein, the matter may be submitted to mediation in Texas by request made in writing by any party upon the other party. With mutual consent of the parties, the mediation will be conducted generally following standard dispute resolution practices regarding cost, location, timing, mediator selection, confidentiality, ex parte communication, and voluntary participation. The mediation is not intended to nor shall it result in any express or *de facto* modification or amendment of this Declaration. Should mediation fail to resolve the dispute within sixty (60) days after request for mediation to any party, or by such other dates as the parties may mutually agree, any party may commence litigation in a court of competent jurisdiction (including, without limitation, seeking injunctive relief) to maintain the status quo and/or resolve the dispute. Nothing herein to the contrary limits or otherwise impairs any party's right to pursue any enforcement action, including without limitation, seeking a temporary restraining order or other injunctive relief from a court of competent jurisdiction without prior mediation. The prevailing party shall be entitled to recover cost, expenses, including reasonable attorney's fees. The failure by Declarant, the Foundation or any Owner to enforce any covenant or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to thereafter enforce the same.

8.07 Attorney's Fees. Whenever the Foundation attempts to collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Foundation relating to collecting amounts, including damages, due the Foundation for enforcing the provisions of this Declaration, the Foundation shall give notice in the manner set forth in Section 8.03 hereof. The Owner is not liable for attorney's fees incurred by the Foundation relating to a matter providing for a hearing as set forth in Section 8.04 hereof, if the attorney's fees are incurred before the conclusion of the hearing or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. On written request from the Owner, the Foundation shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Foundation seeks reimbursement of fees and costs.

8.08 Foreclosure of Foundation Lien.

(a) In the event the Foundation takes action to enforce their lien for Assessments as provided in Article VI hereof, such foreclosure shall be conducted under Texas law. The Foundation Board will be entitled to bid at any such foreclosure sale, and may apply as a cash credit against

its bid all sums due the Foundation covered by the lien enforced. The Association may not foreclose an Assessment lien if the debt securing the lien consists solely of: (1) fines assessed by the Association; or (2) attorney's fees incurred by the Association solely related to fines assessed by the Association. Not later than the 30th day after the date of a foreclosure sale including the sale by a sheriff or constable conducted as provided by a judgment obtained by the Foundation, the Foundation shall send Owner notice, as provided in Section 8.03 hereof, stating the date and time the sale occurred and informing the Owner of the Owner's right to redeem the property under Texas Property Code §209.011. Not later than the 30th day after the Foundation sends said notice, the Foundation must record an affidavit in the Real Property Records of Brazos County, Texas, stating the date on which the notice was sent and containing a legal description of the Tract or Lot.

(b) As a condition precedent to any proceeding to enforce such lien for Assessments upon any Tract or Lot upon which there is a valid and subsisting first mortgage, which is known to the Foundation, the Foundation shall give the holder of such first mortgage sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage lienholder by prepaid U.S. certified mail and shall contain a statement of the delinquent Assessment upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Foundation shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular Tract or Lot covered by such mortgage. Sale or transfer of any Tract or Lot shall not affect the Assessment lien. No such foreclosure shall free any Tract or Lot from securing charges thereafter becoming due and payable, nor shall any personal obligation of any Owner be extinguished by any foreclosure. No holder of any lien other than a first mortgage shall be entitled to such notice.

8.09 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish standards, limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over less stringent Governmental Regulations.

8.10 Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

8.11 Amendment. The Board can amend or terminate any provision of this Declaration, at its discretion, prior to Turnover. After Turnover, in order to amend or terminate any provision of this Declaration, approval of at least sixty-seven (67%) percent of the membership is required.

8.12 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.13 Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, trustees, Members or employees of the Foundation and the Declarant may be identical, and the fact that the Declarant or its nominees, have heretofore or may hereafter enter

into agreements with the Foundation, and its Members, from time to time, will not relieve any parties of the obligation to abide by and comply with the terms and conditions thereof. The purchase of a Tract or Lot, and the acceptance of the deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his/her heirs, successors, legal representative and assigns of the Property and legality of said agreements.

8.14 Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, limited liability company, trust, association or other legal entity, who now or hereafter owns or acquires any right, title or estate in any portion of the Property is and shall be conclusively deemed, to have consented and agreed to each and every term, provision, covenant, condition, restriction, easement, reservation and right contained or by reference incorporated in this Declaration and the Exhibits attached hereto, whether or not any reference to this Declaration is contained in the deed, document or other instrument pursuant to which such person, corporation, partnership, limited partnership, limited liability company, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Property or any portion thereof.

8.16 Assignment of Declarant's Rights and Interests. The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or assigns to all or part of the Declarant's interest in the Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, acknowledged as a deed, transferring, conveying or assigning such rights and interest to such successor.

8.17 Word Meanings. The words such as "herein", "hereafter", "hereof", "hereunder" and "hereinabove" refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear unless the context otherwise requires. Singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires.

8.18 Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only, and are not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for The Spring to be executed this 30 day of September, 2013.

DECLARANT:
MILLICAN DPC PARTNERS, LP, a Texas limited partnership

By: MILLICAN DPC PARTNERS GP, LLC, its general partner

By: _____
John E. McFarlane, Jr., Manager

STATE OF TEXAS §
COUNTY OF BRAZOS §

Be it remembered that on this 3 day of September, 2013, before me, the undersigned Notary Public in and of said County and State, personally came John E. McFarlane, Jr. whose name is subscribed to the foregoing instrument as such, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of MILLICAN DPC PARTNERS, LP, for the uses and purposes set forth therein.

WITNESS my hand and official seal, this 3 day of September, 2013.

DEBRA K HERNANDEZ
Notary Public, State of Texas
My Commission Expires
DECEMBER 10, 2013

Notary Public, State of Texas

PEACH CREEK:

PEACH CREEK PARTNERS, LTD., a Texas limited partnership

By: PEACH CREEK DEVELOPMENT CORPORATION, its general partner

By: _____
John E. McFarlane, Jr., President

STATE OF TEXAS §
COUNTY OF BRAZOS §

Be it remembered that on this 3 day of September, 2013, before me, the undersigned Notary Public in and of said County and State, personally came Helen R. DuBois, whose name is subscribed to the foregoing instrument as such, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said PEACH CREEK PARTNERS, LTD., for the uses and purposes set forth therein.

WITNESS my hand and official seal, this 3 day of September, 2013.

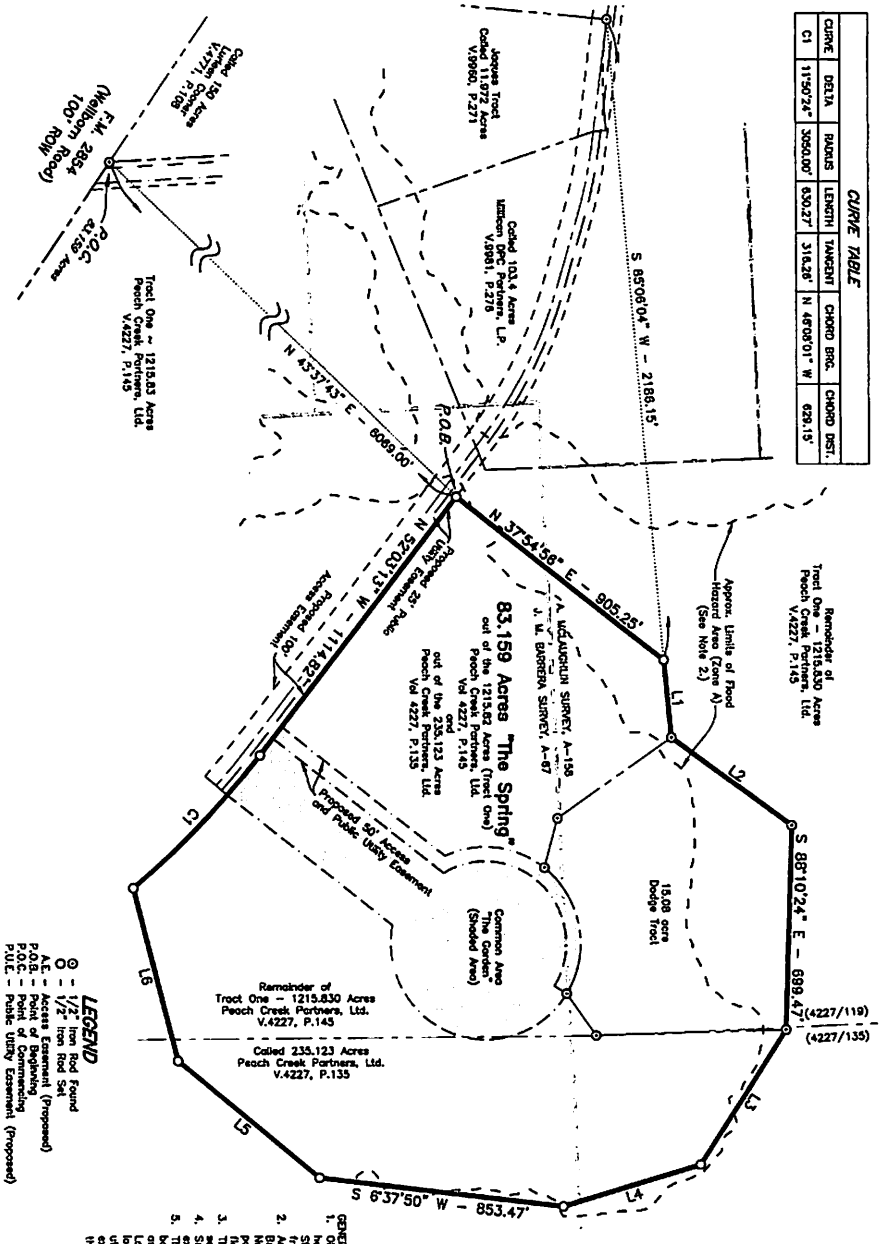
DEBRA K HERNANDEZ
Notary Public, State of Texas
My Commission Expires
DECEMBER 10, 2013

Notary Public, State of Texas

DEBRA K HERNANDEZ
Notary Public, State of Texas
My Commission Expires
DECEMBER 10, 2013

DEBRA K HERNANDEZ
Notary Public, State of Texas
My Commission Expires
DECEMBER 10, 2013

Exhibit A: Property



FIELD NOTES
83.159 ACRE TRACT
"THE SPRING"

Being all that certain tract or parcel of land lying and being situated in the A. McLAUGHLIN SURVEY, Abstract No. 158 and the J. M. BARRERA SURVEY, Abstract No. 67 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being a portion of the called 235.123 acre tract described in the deed from John McFarlane, Trustee, et al, to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 135 and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: N 43° 37' 43" E into the interior of said 1215.830 acre tract for a distance of 6069.00 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being the most westerly corner of this tract;

THENCE: N 37° 54' 56" E for a distance of 905.25 feet to a 1/2-inch iron rod set for corner, from whence a found 1/2-inch iron rod marking the northwest corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.), said 11.972 acres being out of the called 1215.830 acre Peach Creek Partners, Ltd. tract bears S 85° 06' 04" W at a distance of 2186.15 feet for reference;

THENCE: N 84° 28' 39" E for a distance of 264.29 feet to a found 1/2-inch iron rod for corner, same being the most westerly corner of the 15.083 acre Dodge tract;

THENCE: N 36° 28' 06" E along the common line of the said Dodge tract for a distance of 506.11 feet to a found 1/2-inch iron rod for corner;

THENCE: S 88° 10' 24" E continuing along the said Dodge tract for a distance of 699.47 feet to a found 1/2-inch iron rod for corner;

THENCE: S 57° 38' 36" E for a distance of 544.47 feet to a 1/2-inch iron rod set for corner;

THENCE: S 16° 41' 59" E for a distance of 493.85 feet to a 1/2-inch iron rod set for corner;

THENCE: S 06° 37' 50" W for a distance of 853.47 feet to a 1/2-inch iron rod set for corner;

THENCE: S 39° 31' 44" W for a distance of 628.36 feet to a 1/2-inch iron rod set for corner;

THENCE: S 75° 49' 30" W for a distance of 608.44 feet to a 1/2-inch iron rod set for corner;

THENCE: 630.27 feet in a counter-clockwise direction along the arc of a curve having a central angle of 11° 50' 24", a radius of 3050.00 feet, a tangent of 316.26 feet and a long chord bearing N 46° 08' 01" W at a distance of 629.15 feet to a 1/2-inch iron rod set for the Point of Tangency;

THENCE: N 52° 03' 13" W for a distance of 1114.82 feet to the POINT OF BEGINNING and containing 83.159 acres of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

For further information see survey plat prepared with this description.

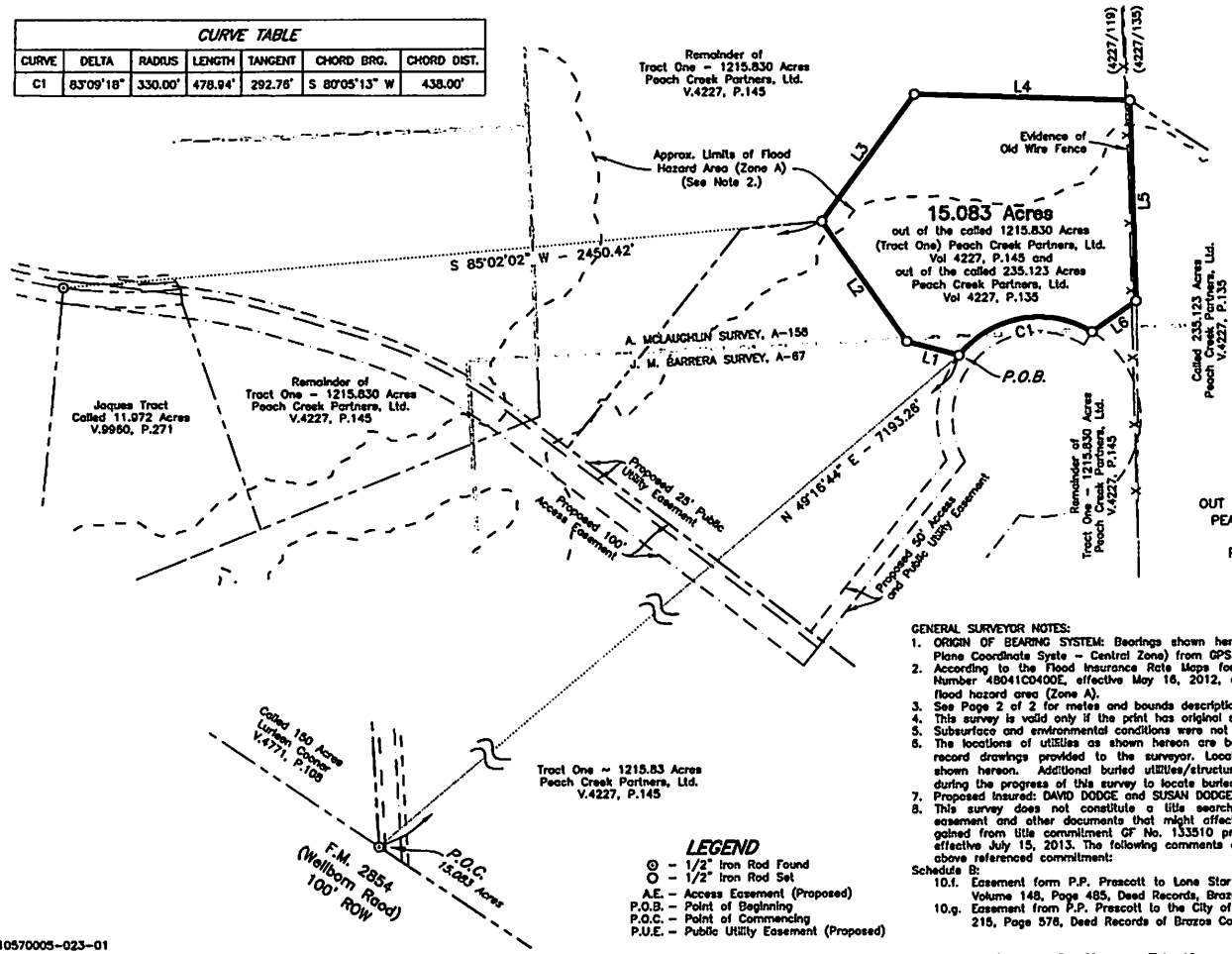
STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR

8/28/13

SAVE AND EXCEPT THE PEACH CREEK PROPERTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT B, ATTACHED HERETO.

Exhibit B: Peach Creek Property

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	83°09'18"	330.00'	478.94'	292.76'	S 80°05'13" W	438.00'



Scale: 1" = 400'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 74°38'48" W	174.51'
L2	N 35°06'02" W	481.07'
L3	N 36°28'08" E	506.11'
L4	S 88°10'24" E	699.47'
L5	S 1°41'02" E	848.83'
L6	S 54°49'14" W	174.51'

BOUNDARY SURVEY

15.083 ACRES

OUT OF THE CALLED 1215.830 ACRES (TRACT ONE)
PEACH CREEK PARTNERS, LTD. (4227/145) AND
OUT OF THE CALLED 235.123 ACRES
PEACH CREEK PARTNERS, LTD. (4227/135)
A. MCLAUGHLIN SURVEY, A-158
J.M. BARRERA SURVEY, A-67
BRAZOS COUNTY, TEXAS
JULY 22, 2013

GENERAL SURVEYOR NOTES:

1. ORIGIN OF BEARING SYSTEM: Bearings shown hereon are based on NAD 83 Grid North (Texas State Plane Coordinate Syste – Central Zone) from GPS Observations.
2. According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0400E, effective May 16, 2012, a portion of this property is located in a 100-year flood hazard area (Zone A).
3. See Page 2 of 2 for metes and bounds description.
4. This survey is valid only if the print has original seal and signature of Surveyor.
5. Subsurface and environmental conditions were not examined or considered as a part of this survey.
6. The locations of utilities as shown hereon are based on above-ground structures, utility markers and record drawings provided to the surveyor. Locations of utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
7. Proposed Insured: DAVID DODGE and SUSAN DODGE
8. This survey does not constitute a title search by the Surveyor. All information regarding record easement and other documents that might affect the quality of title to the tract shown hereon was gained from title commitment GF No. 133510 prepared by University Title Company of Brazos County effective July 15, 2013. The following comments correspond to the easement item as numbered in the above referenced commitment:

Schedule B:

10.f. Easement form P.P. Prescott to Lone Star Gas Company, dated January 16, 1951, recorded in Volume 148, Page 485, Deed Records, Brazos County, Texas. (Blanket)

10.g. Easement from P.P. Prescott to the City of Bryan, dated September 9, 1961, recorded in Volume 215, Page 576, Deed Records of Brazos County, Texas. (Does not affect subject tract.)

LEGEND

⊙ – 1/2" Iron Rod Found
○ – 1/2" Iron Rod Set
A.E. – Access Easement (Proposed)
P.O.B. – Point of Beginning
P.O.C. – Point of Commencing
P.U.E. – Public Utility Easement (Proposed)

10570005-023-01

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FIELD NOTES
15.083 ACRE TRACT

Being all that certain tract or parcel of land lying and being situated in the A. McLAUGHLIN SURVEY, Abstract No. 158 and the J. M. BARRERA SURVEY, Abstract No. 67 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being a portion of the called 235.123 acre tract described in the deed from John McFarlane, Trustee, et al, to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 135 and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: N 49° 16' 44" E into the interior of the called 1215.830 acre tract for a distance of 7193.26 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being the most southerly corner of this tract;

THENCE: N 74° 38' 48" W for a distance of 174.51 feet to a 1/2-inch iron rod set for corner;

THENCE: N 35° 06' 02" W for a distance of 481.07 feet to a 1/2-inch iron rod set for the most westerly corner of this tract, from whence a found 1/2-inch iron rod marking the northwest corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.), said 11.972 acres being out of the called 1215.830 acre Peach Creek Partners, Ltd. tract bears S 85° 02' 02" W at a distance of 2450.42 feet for reference;

THENCE: N 36° 28' 06" E for a distance of 506.11 feet to a 1/2-inch iron rod set for the northwest corner of this tract;

THENCE: S 88° 10' 24" E for a distance of 699.47 feet to a 1/2-inch iron rod set for the northeast corner of this tract;

THENCE: S 01° 41' 02" E for a distance of 648.83 feet to a 1/2-inch iron rod set for the southeast corner of this tract;

THENCE: S 54° 49' 14" W for a distance of 174.51 feet to a 1/2-inch iron rod set for corner;

THENCE: 478.94 feet in a counter-clockwise direction along the arc of a curve having a central angle of 83° 09' 18", a radius of 330.00 feet, a tangent of 292.76 feet and a long chord bearing S 80° 05' 13" W 13" W at a distance of 438.00 feet to the POINT OF BEGINNING and containing 15.083 acres of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, on July 22, 2013.

For further information see survey plat prepared with this description.

STATE OF TEXAS
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PROFESSIONAL
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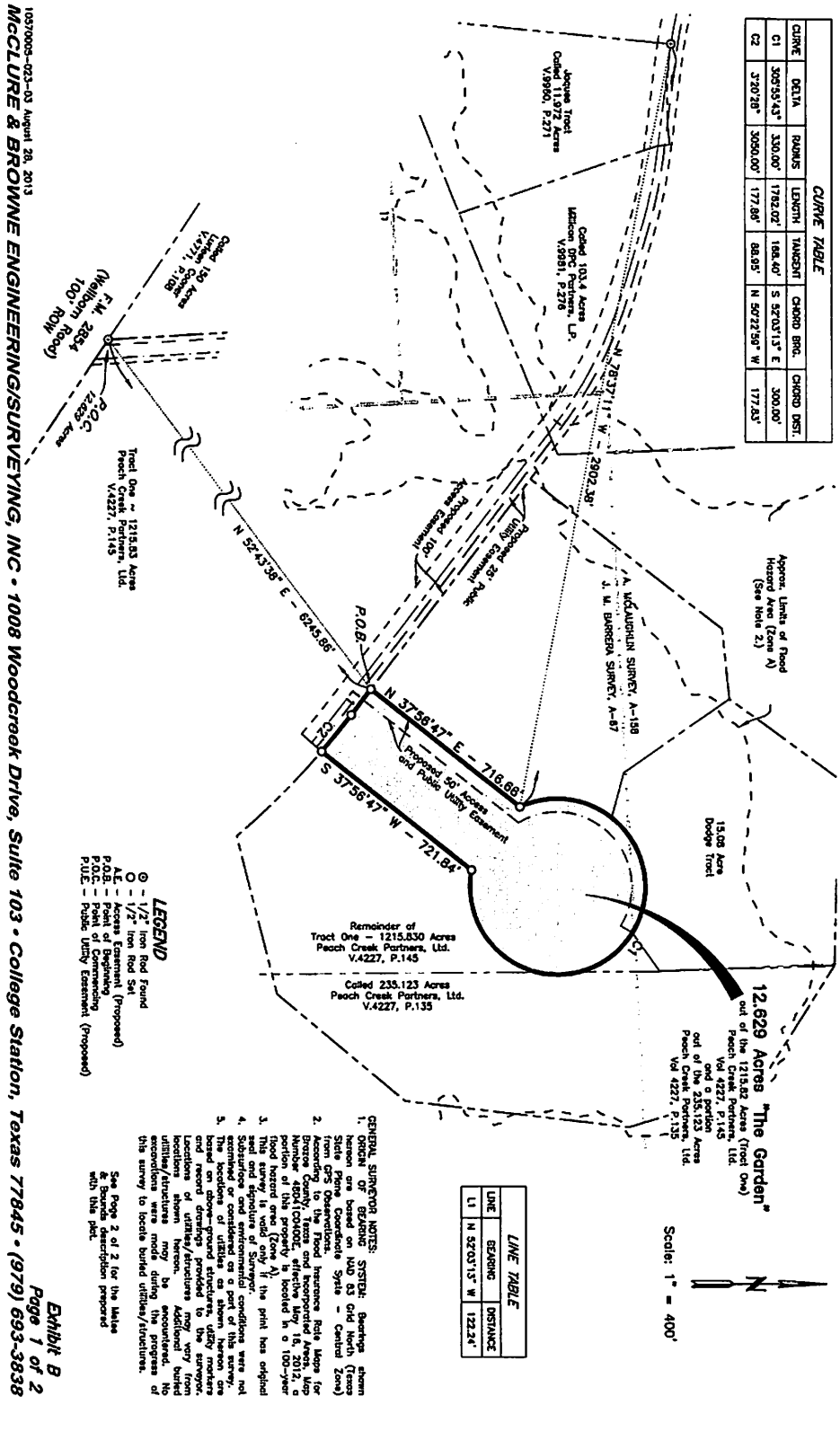
Exhibit C: Garden



FIELD NOTES
12.629 ACRE TRACT
"THE GARDEN"

Being all that certain tract or parcel of land lying and being situated in the A. McLAUGHLIN SURVEY, Abstract No. 158 and the J. M. BARRERA SURVEY, Abstract No. 67 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being a portion of the called 235.123 acre tract described in the deed from John McFarlane, Trustee, et al, to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 135 and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: N 52° 43' 38" E into the interior of said 1215.830 acre tract for a distance of 6245.86 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod is the most western corner of this tract;

THENCE: N 37° 56' 47" E for a distance of 716.66 feet to a 1/2-inch iron rod set for corner, from whence a found 1/2-inch iron rod marking the northwest corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.), said 11.972 acres being out of the called 1215.830 acre Peach Creek Partners, Ltd. tract bears N 78° 37' 11" W at a distance of 2902.38 feet for reference;

THENCE: 1762.02 feet in a clockwise direction along the arc of a curve having a central angle of 305° 55' 43", a radius of 330.00 feet, a tangent of 168.40 feet and a long chord bearing S 52° 03' 13" E at a distance of 300.00 feet to a 1/2-inch iron rod set for corner;

THENCE: S 37° 56' 47" W for a distance of 721.84 feet to a 1/2-inch iron rod set for corner;

THENCE: 177.86 feet in a counter-clockwise direction along the arc of a curve having a central angle of 03° 20' 28", a radius of 3050.00 feet, a tangent of 88.95 feet and a long chord bearing N 50° 22' 59" W at a distance of 177.83 feet to a 1/2-inch iron rod set for the Point of Tangency;

THENCE: N 52° 03' 13" W for a distance of 122.24 feet to the POINT OF BEGINNING and containing 12.629 acres of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

For further information see survey plat prepared with this description.

STATE OF TEXAS
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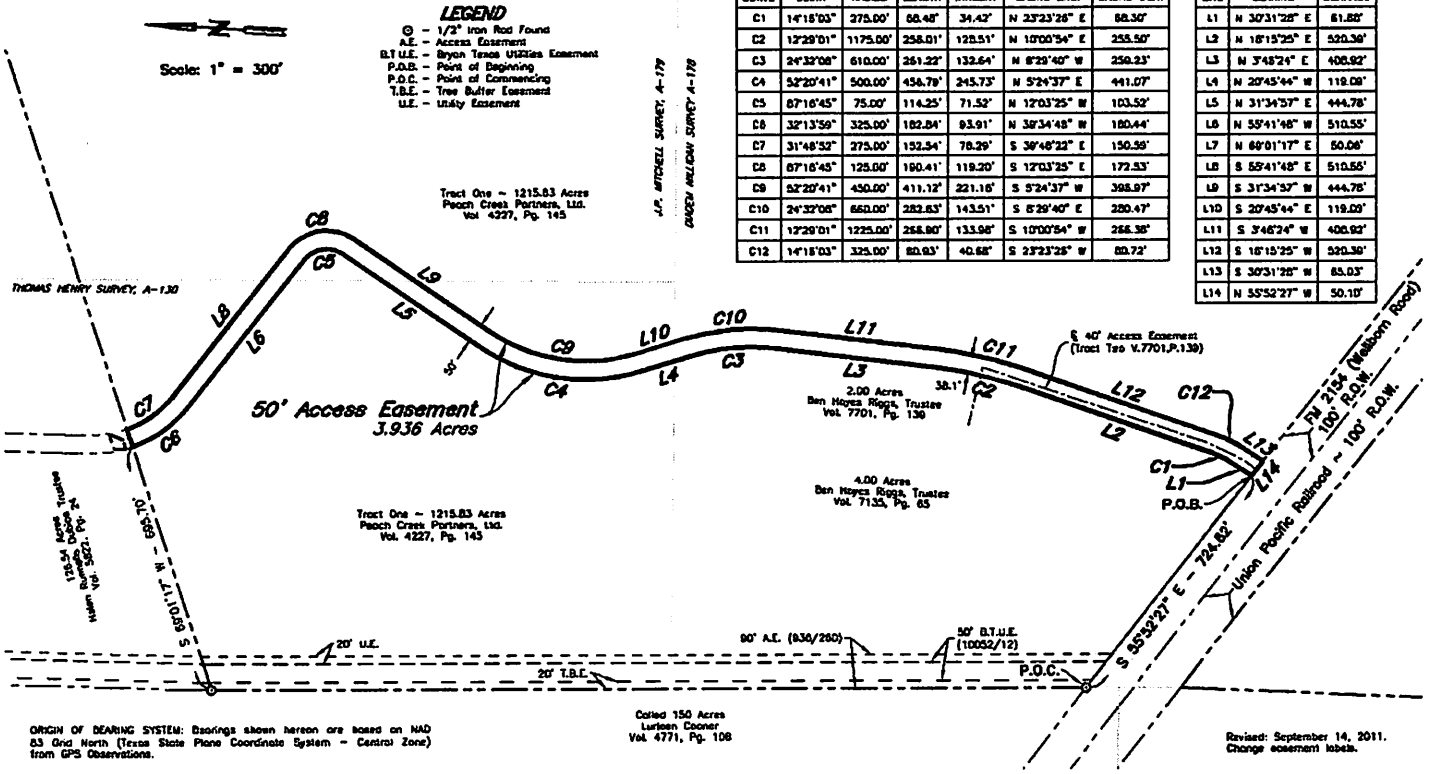
8/28/13

Exhibit D: Access Easement Area

Tract 1



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	14°18'03"	275.00'	68.48'	34.42'	N 23°23'28" E	68.30'
C2	12°29'01"	1175.00'	258.01'	129.51'	N 10°00'54" E	255.50'
C3	24°32'06"	610.00'	261.22'	132.64'	N 8°29'40" W	259.23'
C4	52°20'41"	500.00'	456.79'	245.73'	N 5°24'37" E	441.07'
C5	87°16'45"	75.00'	114.25'	71.52'	N 12°03'25" W	103.52'
C6	32°13'59"	325.00'	182.84'	93.91'	N 38°34'48" W	180.44'
C7	31°48'52"	275.00'	152.54'	78.29'	S 38°48'22" E	150.59'
C8	87°16'45"	125.00'	190.41'	119.20'	S 12°03'25" E	172.53'
C9	52°20'41"	450.00'	411.12'	221.16'	S 5°24'37" W	396.97'
C10	24°32'06"	660.00'	282.63'	143.51'	S 8°29'40" E	280.47'
C11	12°29'01"	1225.00'	266.90'	133.98'	S 10°00'54" W	266.38'
C12	14°18'03"	325.00'	80.93'	40.68'	S 23°23'28" W	80.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 30°31'28" E	61.82'
L2	N 18°15'25" E	520.30'
L3	N 3°48'24" E	400.92'
L4	N 20°45'44" W	119.09'
L5	N 31°34'37" E	444.78'
L6	N 55°41'48" W	510.55'
L7	N 69°01'17" E	50.06'
L8	S 55°41'48" E	510.55'
L9	S 31°34'37" W	444.78'
L10	S 20°45'44" E	119.09'
L11	S 3°48'24" W	400.92'
L12	S 18°15'25" W	520.30'
L13	S 30°31'28" W	85.03'
L14	N 55°52'27" W	50.10'

10570009-006-02

Page 1 of 3

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FIELD NOTES
50-FOOT WIDE ACCESS EASEMENT
3.936 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130, DIADEM MILLICAN SURVEY, Abstract No. 178 and the J.P. MITCHELL SURVEY, Abstract No. 179 in Brazos County, Texas and being part of the 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: S 55° 52' 27" E along the northeast line of said FM 2154 for a distance of 724.62 feet to the POINT OF BEGINNING ;

THENCE: N 30° 31' 28" E for a distance of 61.88 feet to the Point of Curvature of a curve to the left;

THENCE: 68.48 feet along the arc of said curve having a central angle of 14° 16' 03", a radius of 275.00 feet, a tangent of 34.42 feet and a long chord bearing N 23° 23' 26" E at a distance of 68.30 feet to the Point of Tangency;

THENCE: N 16° 15' 25" E for a distance of 520.39 feet to the Point of Curvature of a curve to the left;

THENCE: 256.01 feet along the arc of said curve having a central angle of 12° 29' 01", a radius of 1175.00 feet, a tangent of 128.51 feet and a long chord bearing N 10° 00' 54" E at a distance of 255.50 feet to the Point of Tangency;

THENCE: N 03° 46' 24" E for a distance of 408.92 feet to the Point of Curvature of a curve to the left;

THENCE: 261.22 feet along the arc of said curve having a central angle of 24° 32' 08", a radius of 610.00 feet, a tangent of 132.64 feet and a long chord bearing N 08° 29' 40" W at a distance of 259.23 feet to the Point of Tangency;

THENCE: N 20° 45' 44" W for a distance of 119.09 feet to the Point of Curvature of a curve to the right;

THENCE: 456.79 feet along the arc of said curve having a central angle of 52° 20' 41", a radius of 500.00 feet, a tangent of 245.73 feet and a long chord bearing N 05° 24' 37" E at a distance of 441.07 feet to the Point of Tangency;

THENCE: N 31° 34' 57" E for a distance of 444.78 feet to the Point of Curvature of a curve to the left;

THENCE: 114.25 feet along the arc of said curve having a central angle of 87° 16' 45", a radius of 75.00 feet, a tangent of 71.52 feet and a long chord bearing N 12° 03' 25" W at a distance of 103.52 feet to the Point of Tangency;

THENCE: N 55° 41' 48" W for a distance of 510.55 feet to the Point of Curvature of a curve to the right;

THENCE: 182.84 feet along the arc of said curve having a central angle of 32° 13' 59", a radius of 325.00 feet, a tangent of 93.91 feet and a long chord bearing N 39° 34' 48" W at a distance of 180.44 feet for corner in the south line of a called 126.54 acre Helen Runnells Dubois Trustee tract recorded in Volume 5822, Page 24 of the (O.R.B.C.), from whence a found 1/2-inch iron rod marking the southwest corner of the called 126.54 Dubois tract bears S 69° 01' 17" W at a distance of 695.70 feet for reference;

THENCE: N 69° 01' 17" E along the beforesaid south line for a distance of 50.06 feet for corner;

THENCE: 152.54 feet in a counter-clockwise direction along the arc of a curve having a central angle of 31° 46' 52", a radius of 275.00 feet, a tangent of 78.29 feet and a long chord bearing S 39° 48' 22" E at a distance of 150.59 feet to the Point of Tangency;

THENCE: S 55° 41' 48" E for a distance of 510.55 feet to the Point of Curvature of a curve to the right;

THENCE: 190.41 feet along the arc of said curve having a central angle of 87° 16' 45", a radius of 125.00 feet, a tangent of 119.20 feet and a long chord bearing S 12° 03' 25" E at a distance of 172.53 feet to the Point of Tangency;

THENCE: S 31° 34' 57" W for a distance of 444.78 feet to the Point of Curvature of a curve to the left;

THENCE: 411.12 feet along the arc of said curve having a central angle of 52° 20' 41", a radius of 450.00 feet, a tangent of 221.16 feet and a long chord bearing S 05° 24' 37" W at a distance of 396.97 feet to the Point of Tangency;

THENCE: S 20° 45' 44" E for a distance of 119.09 feet to the Point of Curvature of a curve to the right;

THENCE: 282.63 feet along the arc of said curve having a central angle of 24° 32' 08", a radius of 660.00 feet, a tangent of 143.51 feet and a long chord bearing S 08° 29' 40" E at a distance of 280.47 feet to the Point of Tangency;

THENCE: S 03° 46' 24" W for a distance of 408.92 feet to the Point of Curvature of a curve to the right;

THENCE: 266.90 feet along the arc of said curve having a central angle of 12° 29' 01", a radius of 1225.00 feet, a tangent of 133.98 feet and a long chord bearing S 10° 00' 54" W at a distance of 266.38 feet to the Point of Tangency;

THENCE: S 16° 15' 25" W for a distance of 520.39 feet to the Point of Curvature of a curve to the right;

THENCE: 80.93 feet along the arc of said curve having a central angle of 014° 16' 03", a radius of 325.00 feet, a tangent of 40.68 feet and a long chord bearing S 23° 23' 26" W at a distance of 80.72 feet to the Point of Tangency;

THENCE: S 30° 31' 28" W for a distance of 65.03 feet for corner in the said northeast right-of-way line of FM 2154;

THENCE: N 55° 52' 27" W along the beforesaid northeast line for a distance of 50.10 feet to the POINT OF BEGINNING and containing 3.936 acres of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition IV Survey.

Kevin R. McClure 1/7/09

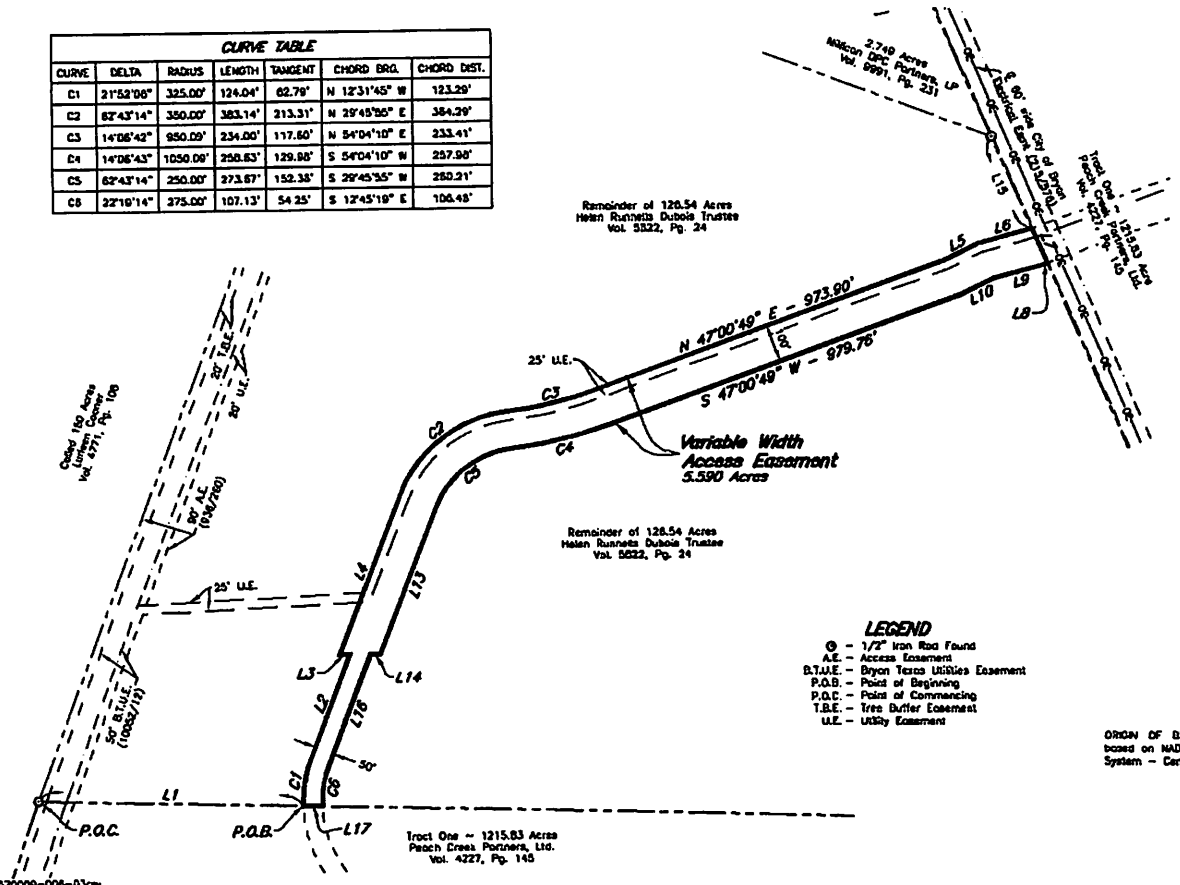
Kevin R. McClure, R.P.L.S. #5650

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR

Exhibit D: Access Easement Area

Tract 2

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	21°52'06"	325.00'	124.04'	62.79'	N 12°31'45" W	123.29'
C2	62°43'14"	350.00'	383.14'	213.31'	N 29°45'55" E	364.29'
C3	14°06'42"	950.09'	234.00'	117.60'	N 54°04'10" E	233.41'
C4	14°06'43"	1050.09'	258.63'	129.98'	S 54°04'10" W	257.98'
C5	62°43'14"	250.00'	273.67'	152.38'	S 29°45'55" W	260.21'
C6	22°19'14"	275.00'	107.13'	54.25'	S 12°45'19" E	106.48'



Scale: 1" = 300'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 69°01'17" E	695.70'
L2	N 1°35'42" W	293.06'
L3	S 67°29'26" W	26.76'
L4	N 1°35'42" W	455.35'
L5	N 40°18'33" E	94.57'
L6	N 51°25'12" E	143.71'
L7	S 45°56'50" E	100.14'
L8	S 47°00'49" W	9.08'
L9	S 51°23'12" W	137.83'
L10	S 40°18'33" W	90.70'
L13	S 1°35'42" E	417.14'
L14	S 67°29'26" W	26.76'
L15	N 45°56'50" W	265.29'
L16	S 1°35'42" E	312.16'
L17	S 69°01'17" W	50.08'

LEGEND

- ⊙ - 1/2" Iron Rod Found
- A.E. - Access Easement
- B.T.U.E. - Bryan Texas Utilities Easement
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencing
- T.B.E. - Tree Buffer Easement
- U.E. - Utility Easement

ORIGIN OF BEARING SYSTEM: Bearings shown hereon are based on NAD 83 Grid North (Texas State Plane Coordinate System - Central Zone) from GPS Observations.

Revised: September 14, 2011.
Change easement labels.

10370009-006-03rev

Page 1 of 2

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FIELD NOTES
VARIABLE WIDTH ACCESS EASEMENT
5.590 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 in Brazos County, Texas and being part of the called 126.54 acre tract described in the deed from Helen Runnells Dubois, Clive Runnells III and the Houston Trust Company as Co-Trustees of the Winifred T. Carter Revocable Trust to Helen Runnells Dubois, Trustee recorded in Volume 5822, Page 24 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the southwest corner of the called 126.54 acre Dubois tract, said iron rod also being in the west line of the 1215.830 acre Peach Creek Partners, Ltd. Tract One recorded in Volume 4227, Page 145 (O.R.B.C.);

THENCE: N 69° 01' 17" E along the south line of the called 126.54 acre tract for a distance of 695.70 feet to the POINT OF BEGINNING;
THENCE: through the interior of the called 126.54 acre tract for the following nine (9) calls:

1) 124.04 feet in a clockwise direction along the arc of a curve having a central angle of 21° 52' 06", a radius of 325.00 feet, a tangent of 62.79 feet and a long chord bearing N 12° 31' 45" W at a distance of 123.29 feet to the Point of Tangency,
2) N 01° 35' 42" W for a distance of 293.08 feet for corner,
3) S 67° 29' 26" W for a distance of 26.76 feet for corner,
4) N 01° 35' 42" W for a distance of 455.35 feet to the Point of Curvature of a curve to the right,
5) 383.14 feet along the arc of said curve having a central angle of 62° 43' 14", a radius of 350.00 feet, a tangent of 213.31 feet and a long chord bearing N 29° 45' 55" E at a distance of 364.29 feet to a Point of Reverse Curvature;
6) 234.00 feet along the arc of said reverse curve having a central angle of 14° 06' 42", a radius of 950.09 feet, a tangent of 117.60 feet and a long chord bearing N 54° 04' 10" E at a distance of 233.41 feet to the Point of Tangency;
7) N 47° 00' 49" E for a distance of 973.90 feet for corner,
8) N 40° 18' 33" E for a distance of 94.57 feet for corner,
9) N 51° 25' 12" E for a distance of 143.71 feet for corner in the northeast line of the called 126.54 acre Dubois tract, from whence a found 1/2-inch iron rod marking the northeast corner of the called 126.54 acre Dubois tract and the east corner of a called 2.749 acre Millican DPC Partners, LP tract described in Volume 9991, Page 231 (O.R.B.C) bears N 45° 58' 50" W at a distance of 265.29 feet for reference;

THENCE: S 45° 58' 50" E along the beforesaid northeast line for a distance of 100.14 feet for corner;
THENCE: through the interior of the called 126.54 acre tract for the following ten (10) calls:

1) S 47° 00' 49" W for a distance of 9.08 feet for corner,
2) S 51° 25' 12" W for a distance of 137.83 feet for corner,
3) S 40° 18' 33" W for a distance of 90.70 feet for corner,
4) S 47° 00' 49" W for a distance of 979.76 feet for the Point of Curvature of a curve to the right;
5) 258.63 feet along the arc of said curve having a central angle of 14° 06' 43", a radius of 1050.09 feet, a tangent of 129.98 feet and a long chord bearing S 54° 04' 10" W at a distance of 257.98 feet to a Point of Reverse Curvature;
6) 273.67 feet along the arc of said reverse curve having a central angle of 62° 43' 14", a radius of 250.00 feet, a tangent of 152.36 feet and a long chord bearing S 29° 45' 55" W at a distance of 260.21 feet to the Point of Tangency;
7) S 01° 35' 42" E for a distance of 417.14 feet for corner;
8) S 67° 29' 26" W for a distance of 26.76 feet for corner;
9) S 01° 35' 42" E for a distance of 312.18 feet to the Point of Curvature of a curve to the left;
10) 107.13 feet along the arc of said curve having a central angle of 22° 19' 14", a radius of 275.00 feet, a tangent of 54.25 feet and a long chord bearing S 12° 45' 19" E at a distance of 106.46 feet for corner in the beforementioned southwest line of the called 126.54 acre Dubois tract;

THENCE: S 69° 01' 17" W for a distance of 50.06 feet to the POINT OF BEGINNING and containing 5.590 acres of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition IV Survey.

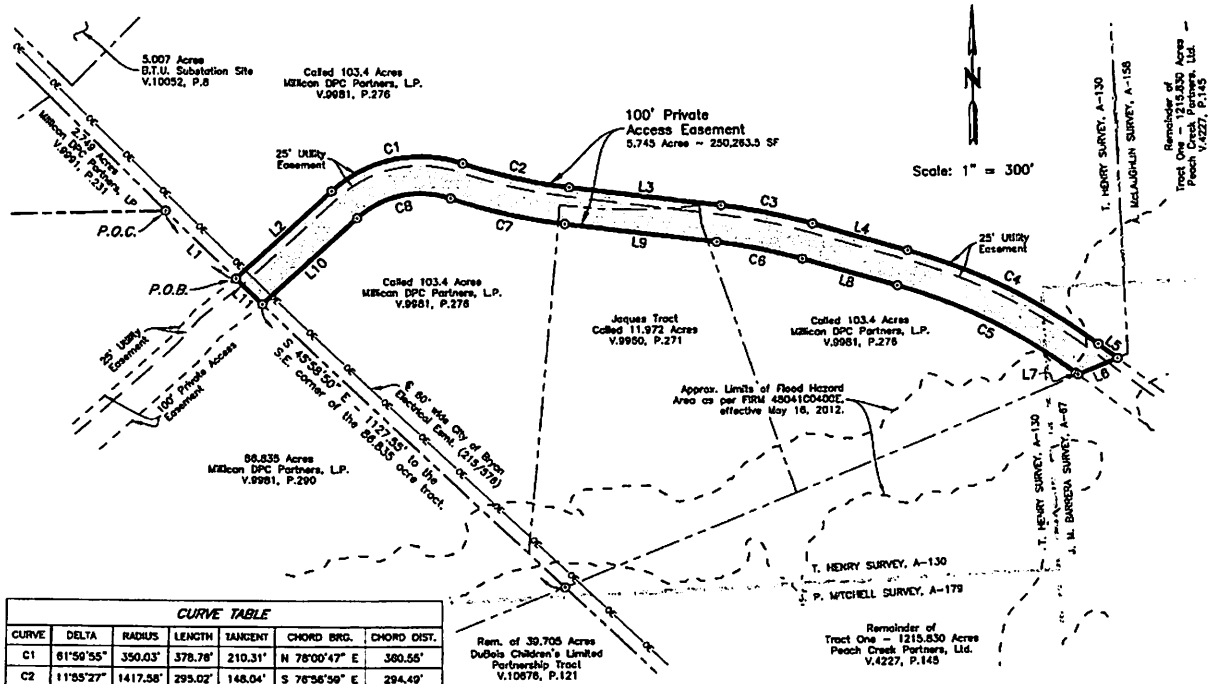
7/18/11

Kevin R. McClure, R.P.L.S. #5650

STATE OF TEXAS REGISTERED KEVIN R. McCLURE 5650 PROFESSIONAL LAND SURVEYOR

Exhibit D: Access Easement Area

Tract 3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 45°58'50" E	265.29'
L2	N 47°00'49" E	351.12'
L3	S 82°54'42" E	412.09'
L4	S 73°29'50" E	267.58'
L5	S 52°03'13" E	64.88'
L6	S 67°29'26" W	114.95'
L7	N 52°03'13" W	8.18'
L8	N 73°29'50" W	267.58'
L9	N 82°54'42" W	412.09'
L10	S 47°00'49" W	345.89'
L11	N 45°58'50" W	100.14'

ORIGIN OF BEARING SYSTEM: Bearings shown hereon are based on NAD 83 Grid North (Texas State Plane Coordinate System - Central Zone) from GPS Observations.

LEGEND

⊙ - 1/2" Iron Rod Found
A.E. - Access Easement (Proposed)
P.O.B. - Point of Beginning
P.O.C. - Point of Commencing
P.U.E. - Public Utility Easement (Proposed)

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	61°59'55"	350.03'	378.78'	210.31'	N 78°00'47" E	360.55'
C2	11°55'27"	1417.58'	295.02'	148.04'	S 76°56'59" E	294.49'
C3	9°24'52"	1550.00'	254.69'	127.63'	S 78°12'16" E	254.40'
C4	21°26'37"	1550.00'	580.11'	293.49'	S 62°46'31" E	576.73'
C5	21°26'37"	1450.00'	542.68'	274.55'	N 62°46'31" W	539.32'
C6	9°24'52"	1450.00'	238.25'	119.40'	N 78°12'16" W	237.99'
C7	11°55'27"	1517.58'	315.83'	158.49'	N 76°56'59" W	315.26'
C8	61°59'55"	250.03'	270.55'	150.23'	S 78°00'47" W	257.54'

See Page 2 of 2 for the Metes & Bounds description prepared with this plat.

10570005-023-04 August 14, 2013

Page 1 of 3

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FIELD NOTES
100-FOOT WIDE PRIVATE ACCESS EASEMENT
5.745 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.M. BARRERA SURVEY, Abstract No. 67 in Brazos County, Texas and being part of the called 103.4 acre tract described in the deed from Peach Creek Partners, Ltd. to Millican DPC Partners, LP, recorded in Volume 9981, Page 276 of the Official Records of Brazos County, Texas (O.R.B.C.), and being a portion of the 11.972 acre tract described in the correction deed from Peach Creek Partners, Ltd. to John T. Jaques and Kamela A. Jaques recorded in Volume 9960, Page 271 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the east corner of the 2.749 acre Millican DPC Partners, LP tract recorded in Volume 9991, Page 231 (O.R.B.C.), the northeast corner of the 86.835 acre Millican DPC Partners, LP tract recorded in Volume 9981, Page 290 of the (O.R.B.C.) and being in the southwest line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276);

THENCE: S 45° 58' 50" E along the common southwest line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276) and the northeast line of the said 86.835 acre Millican DPC Partners, LP tract (9981/290), approximately along a wire fence for a distance of 265.29 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING;

THENCE: through the interior of the called 103.4 acre Millican DPC tract (9981/276) for the following eight (8) calls:

1) N 47° 00' 49" E for a distance of 351.12 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
2) 378.76 feet along the arc of said curve having a central angle of 61° 59' 55", a radius of 350.03 feet, a tangent of 210.31 feet and a long chord bearing N 78° 00' 47" E at a distance of 360.55 feet to a 1/2-inch iron rod set for the Point of Reverse Curvature,
3) 295.02 feet along the arc of said reverse curve having a central angle of 11° 55' 27", a radius of 1417.58 feet, a tangent of 148.04 feet and a long chord bearing S 76° 56' 59" E at a distance of 294.49 feet to a 1/2-inch iron rod set for the Point of Tangency,
4) S 82° 54' 42" E for a distance of 412.09 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
5) 254.69 feet along the arc of said curve having a central angle of 09° 24' 52", a radius of 1550.00 feet, a tangent of 127.63 feet and a long chord bearing S 78° 12' 16" E at a distance of 254.40 feet to a 1/2-inch iron rod set for the Point of Tangency,
6) S 73° 29' 50" E for a distance of 267.58 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
7) 580.11 feet along the arc of said curve having a central angle of 21° 26' 37", a radius of 1550.00 feet, a tangent of 293.49 feet and a long chord bearing S 62° 46' 31" E at a distance of 576.73 feet to a 1/2-inch iron rod set for the Point of Tangency, and
8) S 52° 03' 13" E for a distance of 64.86 feet to a 1/2-inch iron rod set for corner in the southeast line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276);

THENCE: S 67° 29' 26" W along the beforesaid southeast line for a distance of 114.95 feet to a 1/2-inch iron rod set for corner;

THENCE: through the interior of the called 103.4 acre Millican DPC tract (9981/276) for the following eight (8) calls:

1) N 52° 03' 13" W for a distance of 8.18 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the left,
2) 542.68 feet along the arc of said curve having a central angle of 21° 26' 37", a radius of 1450.00 feet, a tangent of 274.55 feet and a long chord bearing N 62° 46' 31" W at a distance of 539.52 feet to a 1/2-inch iron rod set for the Point of Tangency,
3) N 73° 29' 50" W for a distance of 267.58 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the left,
4) 238.25 feet along the arc of said curve having a central angle of 09° 24' 52", a radius of 1450.00 feet, a tangent of 119.40 feet and a long chord bearing N 78° 12' 16" W at a distance of 237.99 feet to a 1/2-inch iron rod set for the Point of Tangency,

5) N 82° 54' 42" W for a distance of 412.09 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
6) 315.83 feet along the arc of said curve having a central angle of 11° 55' 27", a radius of 1517.58 feet, a tangent of 158.49 feet and a long chord bearing N 76° 56' 59" W at a distance of 315.26 feet to a 1/2-inch iron rod set for the Point of Reverse Curvature,
7) 270.55 feet along the arc of said reverse curve having a central angle of 61° 59' 55", a radius of 250.03 feet, a tangent of 150.23 feet and a long chord bearing S 78° 00' 47" W at a distance of 257.54 feet to a 1/2-inch iron rod set for the Point of Tangency,
8) S 47° 00' 49" W for a distance of 345.89 feet to a 1/2-inch iron rod set for corner in the said common line of the called 103.4 acre tract (9981/276) and the said 86.835 acre tract (9981/290), from whence a found 1/2-inch iron rod marking the south corner of the called 103.4 acre tract (9981/276), the southeast corner of the said 86.835 acre tract (9981/290) and the south corner of the 11.972 acre Jaques tract (9960/271) bears S 45° 58' 50" E at a distance of 1127.55 feet for reference;

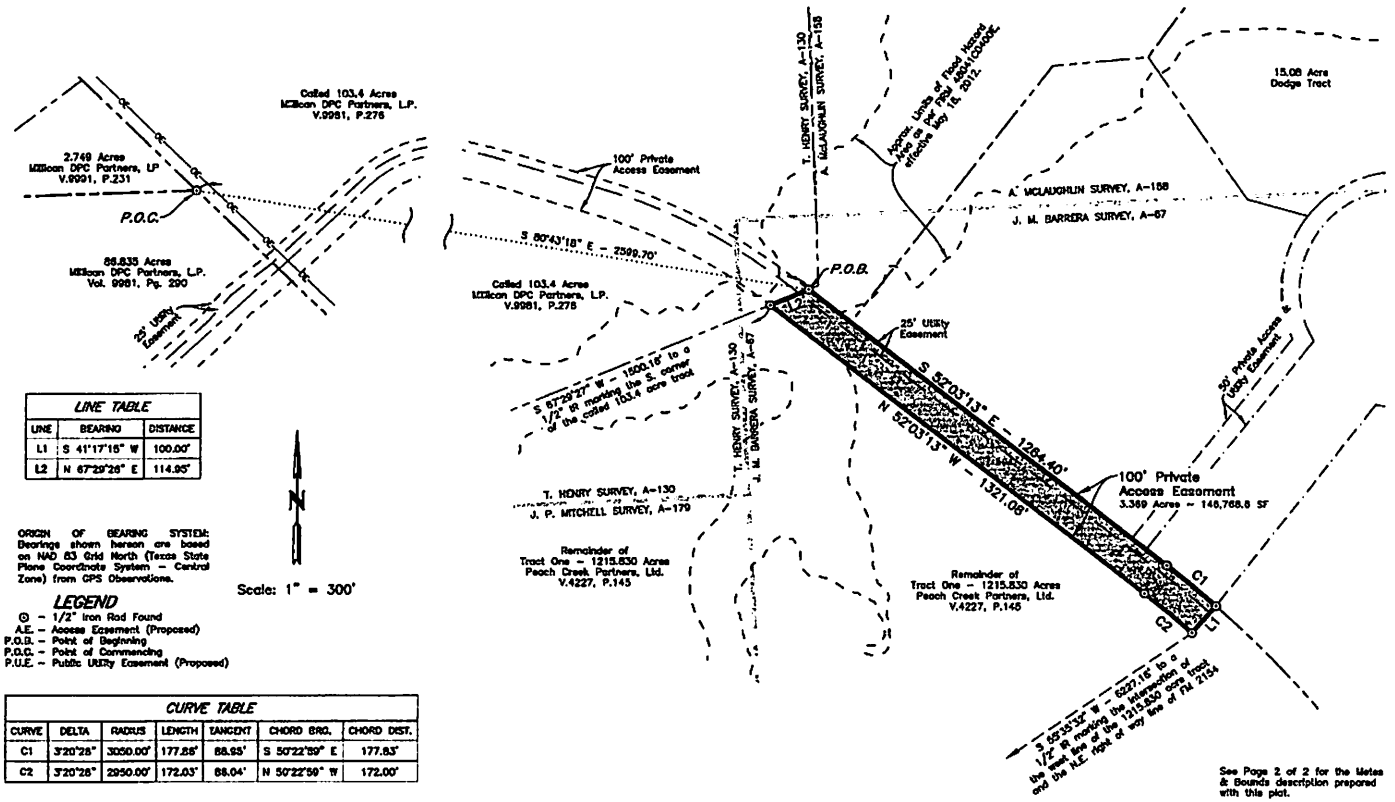
THENCE: N 45° 58' 50" W along the beforesaid common line for a distance of 100.14 feet for corner to the POINT OF BEGINNING and containing 5.745 acres (250,263.5 sq. ft.) of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August, 2013.

For further information see survey plat prepared with this description.

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5550
PROFESSIONAL
LAND SURVEYOR
8/28/13

Exhibit D: Access Easement Area

Tract 4



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 41°17'15" W	100.00'
L2	N 67°29'26" E	114.95'

ORIGIN OF BEARING SYSTEM: Bearings shown hereon are based on NAD 83 Grid North (Texas State Plane Coordinate System - Central Zone) from GPS Observations.

LEGEND

⊙ - 1/2" Iron Rod Found
A.E. - Access Easement (Proposed)
P.O.B. - Point of Beginning
P.O.C. - Point of Commencing
P.U.E. - Public Utility Easement (Proposed)

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	3°20'28"	3050.00'	177.86'	88.93'	S 50°22'59" E	177.83'
C2	3°20'28"	2950.00'	172.03'	86.04'	N 50°22'59" W	172.00'

10570005-023-05 August 14, 2013

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FIELD NOTES
100-FOOT WIDE PRIVATE ACCESS EASEMENT
3.369 ACRES

Being all that certain tract or parcel of land lying and being situated in the J. M. BARRERA SURVEY, Abstract No. 67 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the east corner of the 2.749 acre Millican DPC Partners, LP tract recorded in Volume 9991, Page 231 (O.R.B.C.), the northeast corner of the 86.835 acre Millican DPC Partners, LP tract recorded in Volume 9981, Page 290 of the (O.R.B.C.) and being in the southwest line of the called 103.4 acre Millican DPC Partners, LP tract recorded in Volume 9981, Page 276 (O.R.B.C.), each tract being out of the said 1215.830 acre Peach Creek Partners, Ltd. tract (4227/145);

THENCE: S 80° 43' 18" E through the interior of the called 103.4 acre Millican DPC Partners, LP tract (9981/276) for a distance of 2599.70 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being in the southeast line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276);

THENCE: S 52° 03' 13" E for a distance of 1264.40 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right;

THENCE: 177.86 feet along the arc of said curve having a central angle of 03° 20' 28", a radius of 3050.00 feet, a tangent of 88.95 feet and a long chord bearing S 50° 22' 59" E at a distance of 177.83 feet to a 1/2-inch iron rod set for corner;

THENCE: S 41° 17' 15" W for a distance of 100.00 feet to a 1/2-inch iron rod set for corner, from whence a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One (4227/145) and the northeast right-of-way line of FM 2154 (based on a 100' width) bears S 55° 35' 32" W at a distance of 6227.16 feet for reference;

THENCE: 172.03 feet in a counter-clockwise direction along the arc of a curve having a central angle of 03° 20' 28", a radius of 2950.00 feet, a tangent of 86.04 feet and a long chord bearing N 50° 22' 59" W at a distance of 172.00 feet to a 1/2-inch iron rod set for the Point of Tangency;

THENCE: N 52° 03' 13" W for a distance of 1321.08 feet to a 1/2-inch iron rod set in the said southeast line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276), from whence a found 1/2-inch iron rod marking the south corner of the called 103.4 acre tract (9981/276), the southeast corner of the said 86.835 acre tract (9981/290) and the south corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.) bears S 67° 29' 27" W at a distance of 1500.18 feet for reference;

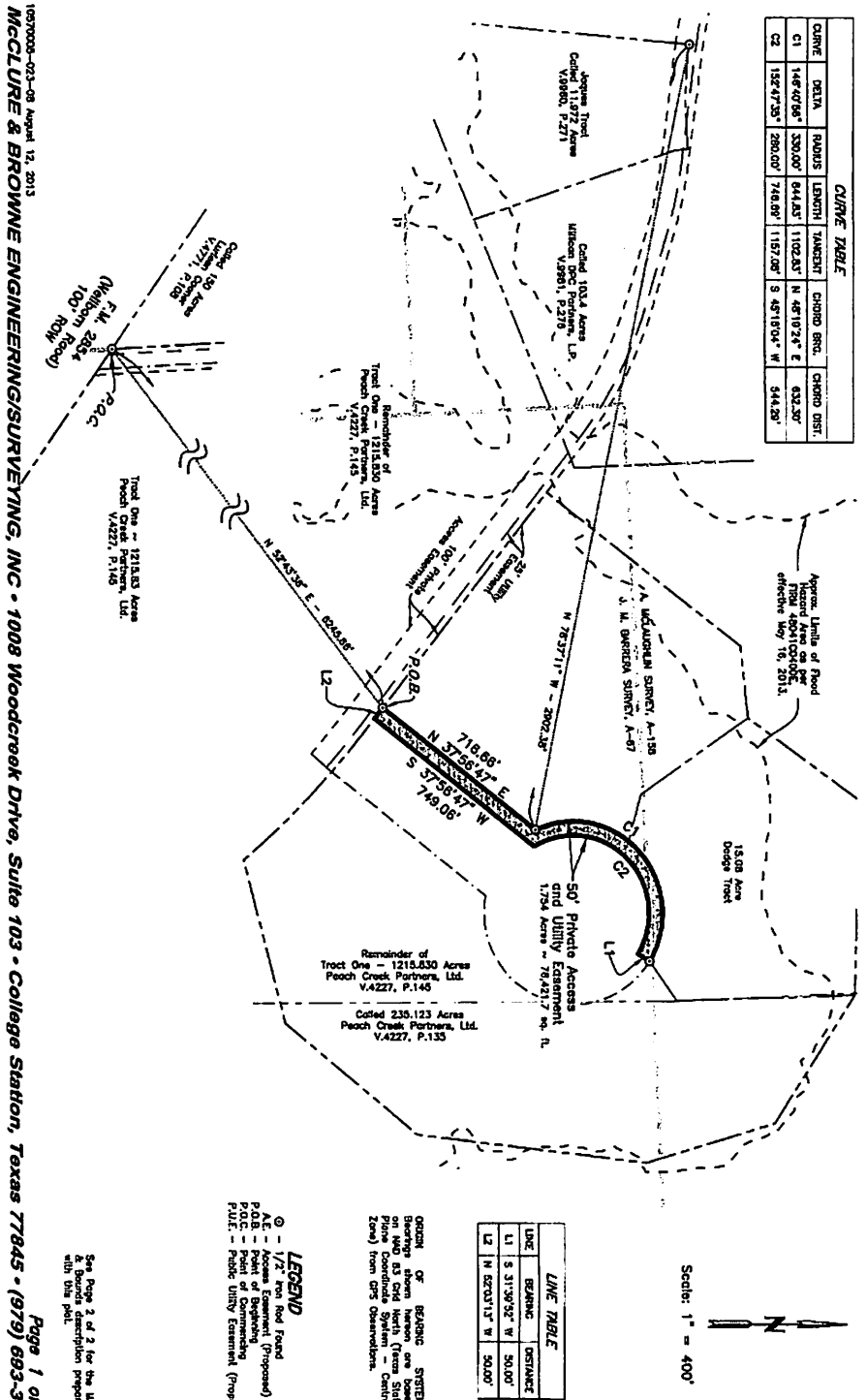
THENCE: N 67° 29' 26" E for a distance of 114.95 feet to the POINT OF BEGINNING and containing 3.369 acres (146,768.6 sq. ft.) of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

For further information see survey plat prepared with this description.

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR
8/20/13

Exhibit D: Access Easement Area

Tract 5



FIELD NOTES
50-FOOT WIDE PRIVATE ACCESS
AND UTILITY EASEMENT
1.754 ACRES

Being all that certain tract or parcel of land lying and being situated in the J. M. BARRERA SURVEY, Abstract No. 67 and the A. McLAUGHLIN SURVEY, Abstract No. 158 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: N 52° 43' 38" E into the interior of the called 1215.830 acre tract for a distance of 6245.86 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being the most westerly corner of this tract;

THENCE: N 37° 56' 47" E for a distance of 716.66 feet to a 1/2-inch iron rod set for corner, from whence a found 1/2-inch iron rod marking the northwest corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.), said 11.972 acres being out of the called 1215.830 acre Peach Creek Partners, Ltd. tract bears N 78° 37' 11" W at a distance of 2902.38 feet for reference;

THENCE: 844.83 feet in a clockwise direction along the arc of a curve having a central angle of 146° 40' 56", a radius of 330.00 feet, a tangent of 1102.83 feet and a long chord bearing N 48° 19' 24" E at a distance of 632.30 feet to a 1/2-inch iron rod set for corner;

THENCE: S 31° 39' 52" W for a distance of 50.00 feet for corner;

THENCE: 746.69 feet in a counter-clockwise direction along the arc of a curve having a central angle of 152° 47' 35", a radius of 280.00 feet, a tangent of 1157.08 feet and a long chord bearing S 45° 16' 04" W at a distance of 544.29 feet for corner;

THENCE: S 37° 56' 47" W for a distance of 749.06 feet for corner;

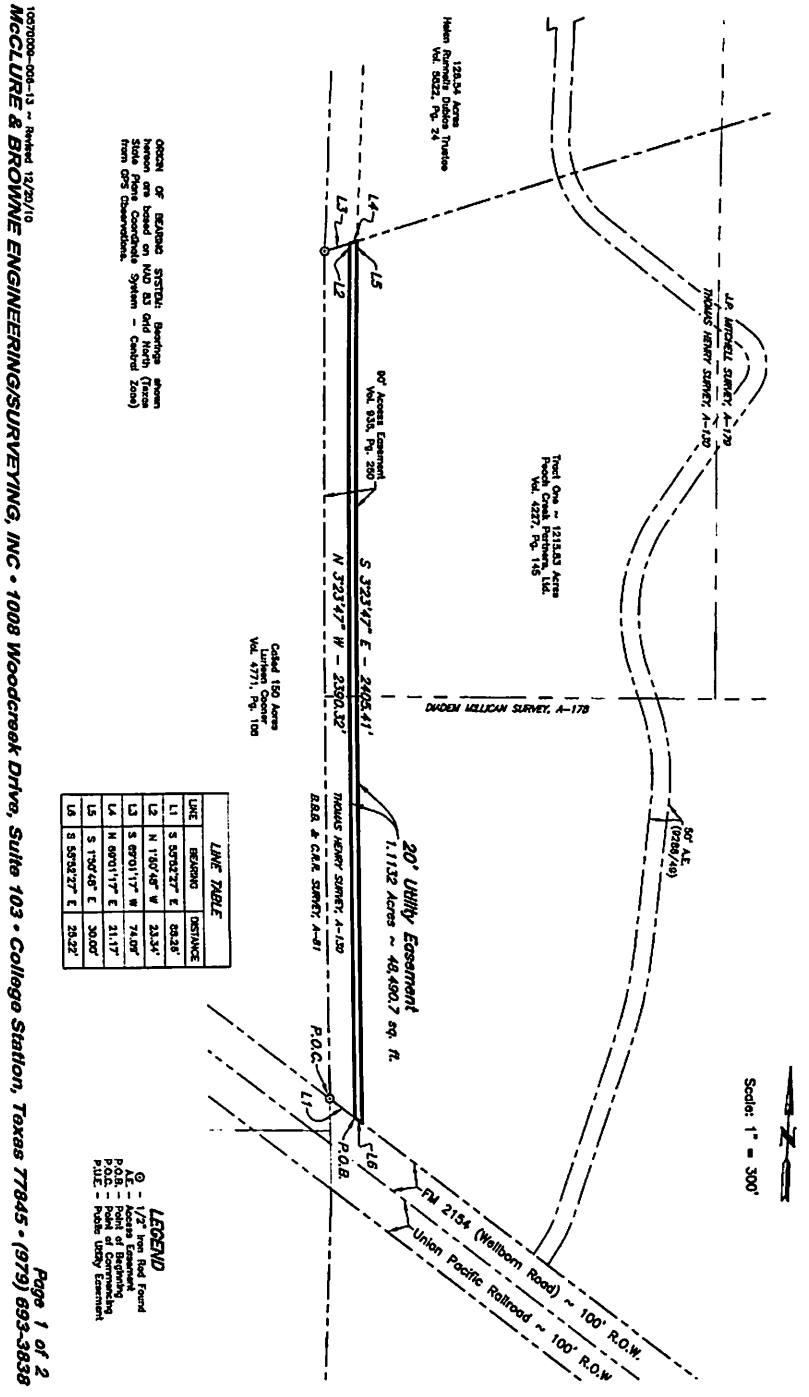
THENCE: N 52° 03' 13" W for a distance of 50.00 feet to the POINT OF BEGINNING and containing 1.754 acres (76,421.7 sq. ft.) of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

For further information see survey plat prepared with this description.

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR
8/28/13

Exhibit E: Utility Easement Area

Tract 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 53°53'27" E	65.28'
L2	N 1°50'48" W	23.34'
L3	S 69°01'17" W	74.09'
L4	N 69°01'17" E	21.17'
L5	S 1°50'48" E	30.00'
L6	S 53°53'27" E	28.22'

FIELD NOTES
20' WIDE UTILITY EASEMENT
1.1132 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the DIADEM MILLICAN SURVEY, Abstract No. 178 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the intersection of the west line of the called 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: S 55° 52' 27" W along the beforesaid northeast line of FM 2154 for a distance of 88.26 feet to the POINT OF BEGINNING;

THENCE: N 03° 23' 47" W into the interior of the called 1215.83 acre tract for a distance of 2390.32 feet for corner;

THENCE: N 01° 50' 48" W for a distance of 23.34 feet for corner in the south line of the called 126.54 acre Helen Runnells Dubois Trustee tract recorded in Volume 5822, Page 24 (O.R.B.C.), from whence a found 1/2-inch iron rod marking the southwest corner of the called 126.54 acre tract bears S 69° 01' 17" W at a distance of 74.09 feet for reference;

THENCE: N 69° 01' 17" E along the south line of the called 126.54 acre tract for a distance of 21.17 feet for corner;

THENCE: S 01° 50' 48" E for a distance of 30.00 for corner;

THENCE: S 03° 23' 47" E for a distance of 2405.41 feet for corner in the said northeast right-of-way line of FM 2154;

THENCE: N 55° 52' 27" W along said right-of-way line for a distance of 25.22 feet to the POINT OF BEGINNING and containing 1.1132 acres (48,490.7 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition IV Survey.

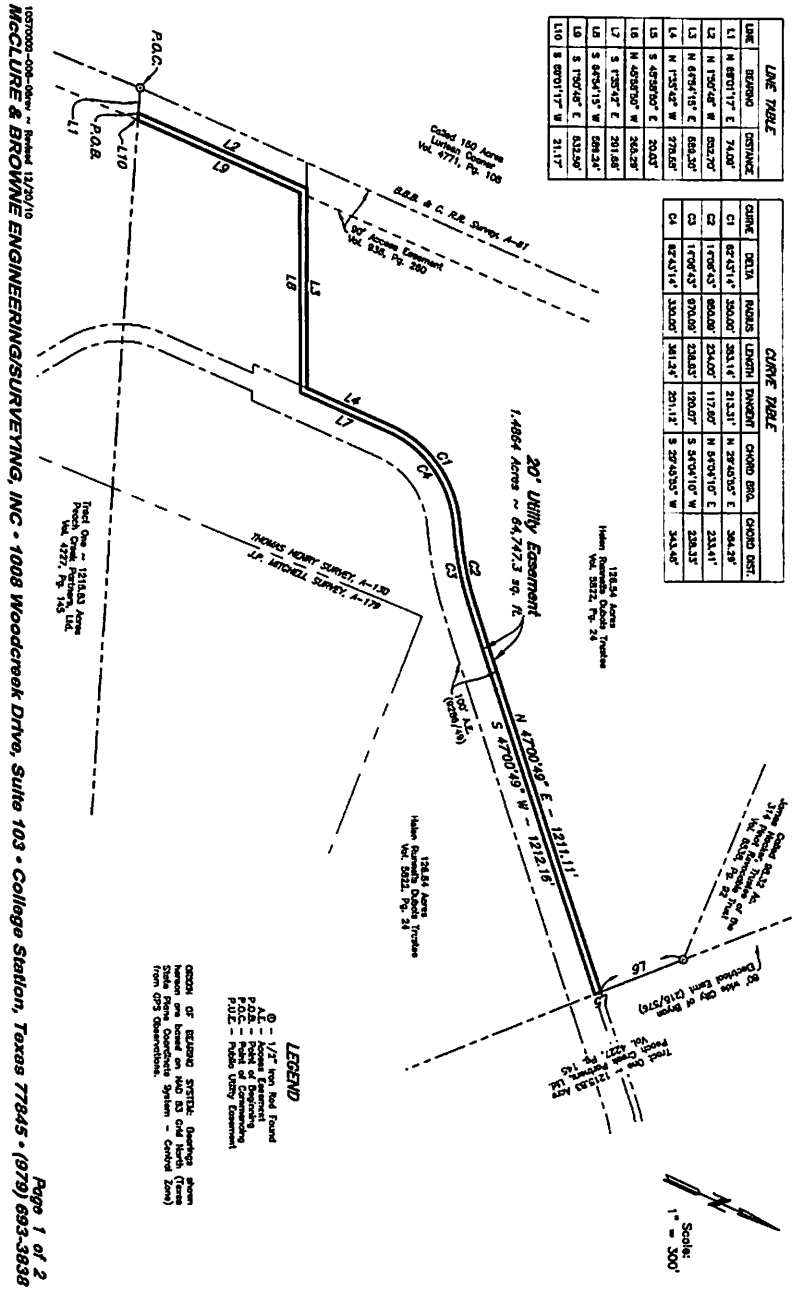
12/20/10

Kevin R. McClure, R.P.L.S. #5650

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR

Exhibit E: Utility Easement Area

Tract 2



1070000-009-04rev - Revised 12/20/10
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Page 1 of 2

FIELD NOTES
20' WIDE UTILITY EASEMENT
1.4864 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 in Brazos County, Texas and being part of the called 126.54 acre tract described in the deed from Helen Runnells Dubois, Clive Runnells III and the Houston Trust Company as Co-Trustees of the Winifred T. Carter Revocable Trust to Helen Runnells Dubois, Trustee recorded in Volume 5822, Page 24 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the southwest corner of the called 126.54 acre Dubois tract and being in the east line of a called 150 acre Lurleen Cooner tract recorded in Volume 4771, Page 108 (O.R.B.C.), the west line of the 1215.830 acre Peach Creek Partners, Ltd. Tract One recorded in Volume 4227, Page 145 (O.R.B.C.), and said iron rod also being at or near the west line of the beforesaid THOMAS HENRY SURVEY, A-130;

THENCE: N 69° 01' 17" W along the south line of the called 126.54 acre tract for a distance of 74.09 feet to the POINT OF BEGINNING;

THENCE: through the interior of the called 126.54 acre tract for the following six (6) calls:

1) N 01° 50' 48" W for a distance of 552.70 feet for corner,
2) N 64° 54' 15" E for a distance of 589.30 feet for corner,
3) N 01° 35' 42" W for a distance of 278.55 feet to the Point of Curvature of a curve to the right,
4) 383.14 feet along the arc of said curve having a central angle of 62° 43' 14", a radius of 350.00 feet, a tangent of 213.31 feet and a long chord bearing N 29° 45' 55" E at a distance of 364.29 feet to a Point of Reverse Curvature,
5) 234.00 feet along the arc of said reverse curve having a central angle of 14° 06' 43", a radius of 950.09 feet, a tangent of 117.60 feet and a long chord bearing N 54° 04' 10" E at a distance of 233.41 feet to the Point of Tangency and
6) N 47° 00' 49" E for a distance of 1211.11 feet for corner in the northeast line of the called 126.54 acre Dubois tract, from whence a found 1/2-inch iron rod marking the north corner of the called 126.54 acre tract and the east corner of the called 98.32 acre James Hacker, Trustee of the 314 Pinot Revocable Trust tract recorded in Volume 8538, Page 92 (O.R.B.C.) bears N 45° 58' 50" W at a distance of 265.29 feet for reference;

THENCE: S 45° 58' 50" E along the beforesaid northeast line of the called 126.54 acre tract for a distance of 20.03 feet for corner;

THENCE: through the interior of the called 126.54 acre tract for the following six (6) calls:

1) S 47° 00' 49" W for a distance of 1212.16 feet to the Point of Curvature of a curve to the right,
2) 238.93 feet along the arc of said curve having a central angle of 14° 06' 43", a radius of 970.09 feet, a tangent of 120.07 feet and a long chord bearing S 54° 04' 10" W at a distance of 238.33 feet to a Point of Reverse Curvature,
3) 361.24 feet along the arc of said reverse curve having a central angle of 62° 43' 14", a radius of 330.00 feet, a tangent of 201.12 feet and a long chord bearing S 29° 45' 55" W at a distance of 343.48 feet to the Point of Tangency,
4) S 01° 35' 42" E for a distance of 291.66 feet for corner,
5) S 64° 54' 15" W for a distance of 589.24 feet for corner and
6) S 01° 50' 48" E for a distance of 532.59 feet for corner in the beforementioned southwest line of the called 126.54 acre Dubois tract;

THENCE: S 69° 01' 17" W for a distance of 21.17 feet to the POINT OF BEGINNING and containing 1.4864 acres (64,747.3 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition IV Survey.

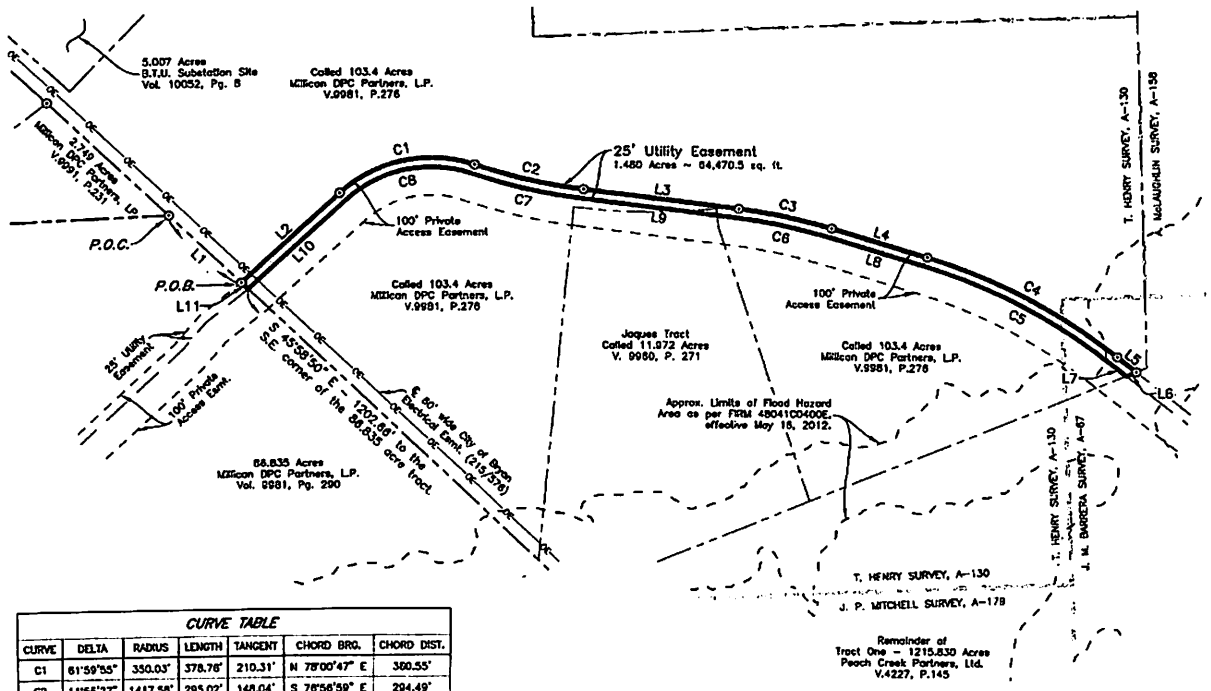
Kevin R. McClure 12/20/10

Kevin R. McClure, R.P.L.S. #5650

STATE OF TEXAS REGISTERED KEVIN R. McCLURE 5650 PROFESSIONAL

Exhibit E: Utility Easement Area

Tract 3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 45°58'50" E	265.29'
L2	N 47°00'49" E	351.12'
L3	S 82°54'42" E	412.00'
L4	S 73°29'50" E	267.58'
L5	S 52°03'13" E	64.86'
L6	S 67°29'26" W	28.74'
L7	N 52°03'13" W	50.69'
L8	N 73°29'50" W	267.58'
L9	N 82°54'42" W	412.09'
L10	S 47°00'49" W	349.82'
L11	N 45°58'50" W	25.03'

ORIGIN OF BEARING SYSTEM: Bearings shown hereon are based on NAD 83 Grid North (Texas State Plane Coordinate System - Central Zone) from GPS Observations.

LEGEND

⊖ - 1/2" Iron Rod Found
A.E. - Access Easement (Proposed)
P.O.B. - Point of Beginning
P.O.C. - Point of Commencing
P.U.E. - Public Utility Easement (Proposed)

N

Scale: 1" = 300'

See Page 2 of 2 for the Metes & Bounds description prepared with this plat.

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	61°59'55"	350.03'	378.76'	210.31'	N 78°00'47" E	360.55'
C2	11°55'27"	1417.58'	295.02'	148.04'	S 76°56'59" E	294.49'
C3	9°24'52"	1550.00'	254.69'	127.83'	S 78°12'16" E	254.40'
C4	21°28'37"	1550.00'	580.11'	293.49'	S 82°46'31" E	576.73'
C5	21°28'37"	1525.00'	570.75'	288.75'	N 82°46'31" W	567.43'
C6	9°24'52"	1525.00'	250.58'	125.57'	N 78°12'16" W	250.30'
C7	11°55'27"	1442.58'	300.22'	150.65'	N 76°56'59" W	299.68'
C8	61°59'55"	325.03'	351.70'	195.29'	S 78°00'47" W	334.80'

10570005-023-05 August 14, 2013

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FIELD NOTES
25-FOOT WIDE UTILITY EASEMENT
1.480 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.M. BARRERA SURVEY Abstract No. 67 in Brazos County, Texas and being part of the called 103.4 acre tract described in the deed from Peach Creek Partners, Ltd. to Millican DPC Partners, LP, recorded in Volume 9981, Page 276 of the Official Records of Brazos County, Texas (O.R.B.C.), and being a portion of the 11.972 acre tract described in the correction deed from Peach Creek Partners, Ltd. to John T. Jaques and Kamela A. Jaques recorded in Volume 9960, Page 271 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the east corner of the 2.749 acre Millican DPC Partners, LP tract recorded in Volume 9991, Page 231 (O.R.B.C.), the northeast corner of the 86.835 acre Millican DPC Partners, LP tract recorded in Volume 9981, Page 290 of the (O.R.B.C.) and being in the southwest line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276);

THENCE: S 45° 58' 50" E along the common southwest line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276) and the northeast line of the said 86.835 acre Millican DPC Partners, LP tract (9981/290), approximately along a wire fence for a distance of 265.29 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING;

THENCE: through the interior of the called 103.4 acre Millican DPC tract (9981/276) for the following eight (8) calls:

1) N 47° 00' 49" E for a distance of 351.12 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
2) 378.76 feet along the arc of said curve having a central angle of 61° 59' 55", a radius of 350.03 feet, a tangent of 210.31 feet and a long chord bearing N 78° 00' 47" E at a distance of 360.55 feet to a 1/2-inch iron rod set for the Point of Reverse Curvature,
3) 295.02 feet along the arc of said reverse curve having a central angle of 11° 55' 27", a radius of 1417.58 feet, a tangent of 148.04 feet and a long chord bearing S 76° 56' 59" E at a distance of 294.49 feet to a 1/2-inch iron rod set for the Point of Tangency,
4) S 82° 54' 42" E for a distance of 412.09 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
5) 254.69 feet along the arc of said curve having a central angle of 09° 24' 52", a radius of 1550.00 feet, a tangent of 127.63 feet and a long chord bearing S 78° 12' 16" E at a distance of 254.40 feet to a 1/2-inch iron rod set for the Point of Tangency,
6) S 73° 29' 50" E for a distance of 267.58 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
7) 580.11 feet along the arc of said curve having a central angle of 21° 26' 37", a radius of 1550.00 feet, a tangent of 293.49 feet and a long chord bearing S 62° 46' 31" E at a distance of 576.73 feet to a 1/2-inch iron rod set for the Point of Tangency, and
8) S 52° 03' 13" E for a distance of 64.86 feet to a 1/2-inch iron rod set for corner in the southeast line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276);

THENCE: S 67° 29' 26" W along the beforesaid southeast line for a distance of 28.74 feet to a 1/2-inch iron rod set for corner;

THENCE: through the interior of the called 103.4 acre Millican DPC tract (9981/276) for the following eight (8) calls:

1) N 52° 03' 13" W for a distance of 50.69 feet to the Point of Curvature of a curve to the left,
2) 570.75 feet along the arc of said curve having a central angle of 21° 26' 37", a radius of 1525.00 feet, a tangent of 288.75 feet and a long chord bearing N 62° 46' 31" W at a distance of 567.43 feet to the Point of Tangency,
3) N 73° 29' 50" W for a distance of 267.58 feet to the Point of Curvature of a curve to the left,
4) 250.58 feet along the arc of said curve having a central angle of 09° 24' 52", a radius of 1525.00 feet, a tangent of 125.57 feet and a long chord bearing N 78° 12' 16" W at a distance of 250.30 feet to the Point of Tangency;
5) N 82° 54' 42" W for a distance of 412.09 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,

6) 300.22 feet along the arc of said curve having a central angle of 11° 55' 27", a radius of 1442.58 feet, a tangent of 150.65 feet and a long chord bearing N 76° 56' 59" W at a distance of 299.68 feet to the Point of Reverse Curvature,
7) 351.70 feet along the arc of said reverse curve having a central angle of 61° 59' 55", a radius of 325.03 feet, a tangent of 195.29 feet and a long chord bearing S 78° 00' 47" W at a distance of 334.80 feet to the Point of Tangency, and
8) S 47° 00' 49" W for a distance of 349.82 feet for corner in the said common line of the called 103.4 acre tract (9981/276) and the said 86.835 acre tract (9981/290), from whence a found 1/2-inch iron rod marking the south corner of the called 103.4 acre tract (9981/276), the southeast corner of the said 86.835 acre tract (9981/290) and the south corner of the 11.972 acre Jaques tract (9960/271) bears S 45° 58' 50" E at a distance of 1202.66 feet for reference;

THENCE: N 45° 58' 50" W along the beforesaid common line for a distance of 25.03 feet to the POINT OF BEGINNING and containing 1.480 acres (64,470.5 sq. ft.) of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

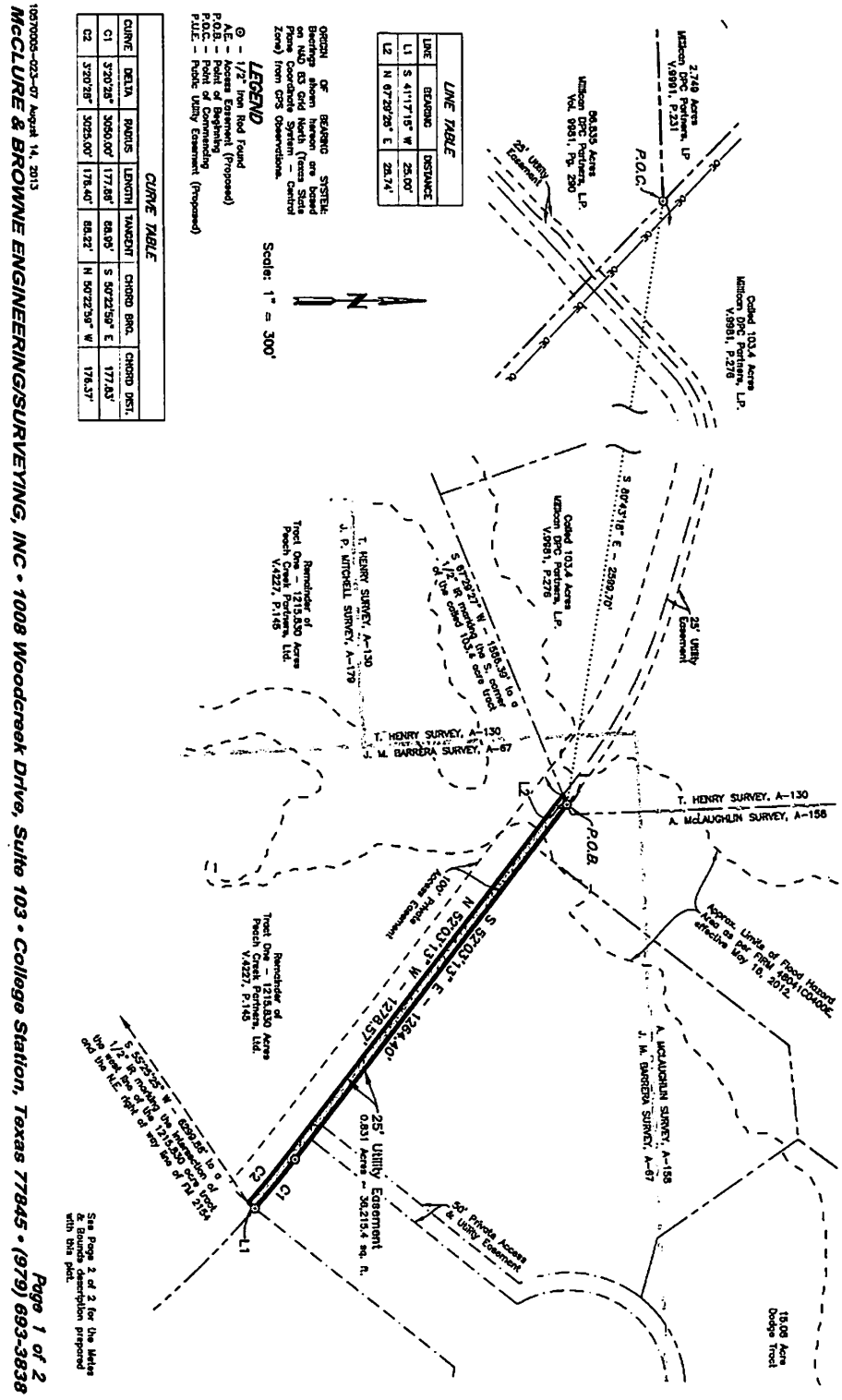
For further information see survey plat prepared with this description.

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR

8/28/13

Exhibit E: Utility Easement Area

Tract 4



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 41°17'15" W	25.00'
L2	N 67°29'25" E	25.74'

ORIGIN OF BEARING SYSTEM: Bearings shown hereon are based on NAD 83 Grid North (Texas State Plane Coordinate System - Central Zone) from GPS Observations.

Scale: 1" = 300'

LEGEND

⊙ - 1/2" Iron Rod Found
A.E. - Access Easement (Proposed)
P.O.B. - Point of Beginning
P.O.C. - Point of Commencing
P.U.E. - Public Utility Easement (Proposed)

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	3°20'28"	3050.00'	177.88'	88.95'	S 50°23'59" E	177.83'
C2	3°20'28"	3025.00'	176.40'	88.22'	N 50°23'59" W	176.37'

10570003-023-07 August 14, 2013

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Page 1 of 2

See Page 2 of 2 for the Metes and Bounds description prepared with this plat.

FIELD NOTES
10-FOOT WIDE UTILITY EASEMENT
0.831 ACRES

Being all that certain tract or parcel of land lying and being situated in the J. M. BARRERA SURVEY, Abstract No. 67 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the east corner of the 2.749 acre Millican DPC Partners, LP tract recorded in Volume 9991, Page 231 (O.R.B.C.), the northeast corner of the 86.835 acre Millican DPC Partners, LP tract recorded in Volume 9981, Page 290 of the (O.R.B.C.) and being in the southwest line of the called 103.4 acre Millican DPC Partners, LP tract recorded in Volume 9981, Page 276 (O.R.B.C.), each tract being out of the said 1215.830 acre Peach Creek Partners, Ltd. tract (4227/145);

THENCE: S 80° 43' 18" E through the interior of the called 103.4 acre Millican DPC Partners, LP tract (9981/276) for a distance of 2599.70 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being in the southeast line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276);

THENCE: S 52° 03' 13" E for a distance of 1264.40 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right;

THENCE: 177.86 feet along the arc of said curve having a central angle of 03° 20' 28", a radius of 3050.00 feet, a tangent of 88.95 feet and a long chord bearing S 50° 22' 59" E at a distance of 177.83 feet to a 1/2-inch iron rod set for corner;

THENCE: S 41° 17' 15" W for a distance of 25.00 feet for corner, from whence a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One (4227/145) and the northeast right-of-way line of FM 2154 (based on a 100' width) bears S 55° 25' 25" W at a distance of 6299.86 feet for reference;

THENCE: 176.40 feet in a counter-clockwise direction along the arc of a curve having a central angle of 03° 20' 28", a radius of 3025.00 feet, a tangent of 88.22 feet and a long chord bearing N 50° 22' 59" W at a distance of 176.37 feet to the Point of Tangency;

THENCE: N 52° 03' 13" W for a distance of 1278.57 feet in the said southeast line of the called 103.4 acre Millican DPC Partners, LP tract (9981/276), from whence a found 1/2-inch iron rod marking the south corner of the called 103.4 acre tract (9981/276), the southeast corner of the said 86.835 acre tract (9981/290) and the south corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.) bears S 67° 29' 27" W at a distance of 1586.39 feet for reference;

THENCE: N 67° 29' 26" E for a distance of 28.74 feet to the POINT OF BEGINNING and containing 0.831 acres (36,215.4 sq. ft.) of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

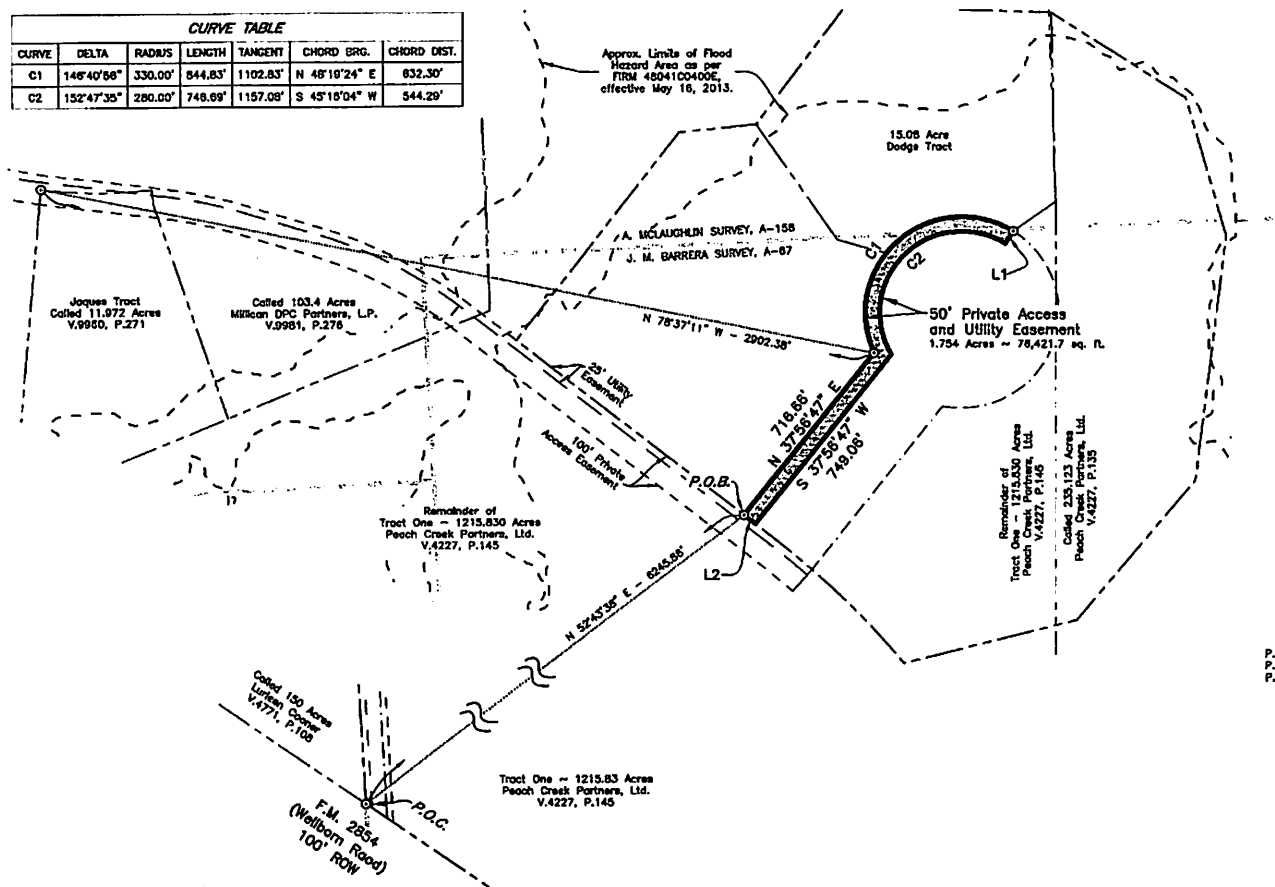
For further information see survey plat prepared with this description.

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR
8/28/13

Exhibit E: Utility Easement Area

Tract 5

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	146°40'56"	330.00'	844.83'	1102.83'	N 48°19'24" E	632.30'
C2	152°47'35"	280.00'	746.69'	1157.08'	S 45°18'04" W	544.29'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 31°39'52" W	50.00'
L2	N 52°03'13" W	50.00'

ORIGIN OF BEARING SYSTEM: Bearings shown hereon are based on NAD 83 Grid North (Texas State Plane Coordinate System - Central Zone) from GPS Observations.

LEGEND

⊙ - 1/2" Iron Rod Found
A.E. - Access Easement (Proposed)
P.O.B. - Point of Beginning
P.O.C. - Point of Commencing
P.U.E. - Public Utility Easement (Proposed)

See Page 2 of 2 for the Metes & Bounds description prepared with this plat.

10570006-023-08 August 12, 2013

Page 1 of 2

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FIELD NOTES
50-FOOT WIDE PRIVATE ACCESS
AND UTILITY EASEMENT
1.754 ACRES

Being all that certain tract or parcel of land lying and being situated in the J. M. BARRERA SURVEY, Abstract No. 67 and the A. McLAUGHLIN SURVEY, Abstract No. 158 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: N 52° 43' 38" E into the interior of the called 1215.830 acre tract for a distance of 6245.86 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being the most westerly corner of this tract;

THENCE: N 37° 56' 47" E for a distance of 716.66 feet to a 1/2-inch iron rod set for corner, from whence a found 1/2-inch iron rod marking the northwest corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.), said 11.972 acres being out of the called 1215.830 acre Peach Creek Partners, Ltd. tract bears N 78° 37' 11" W at a distance of 2902.38 feet for reference;

THENCE: 844.83 feet in a clockwise direction along the arc of a curve having a central angle of 146° 40' 56", a radius of 330.00 feet, a tangent of 1102.83 feet and a long chord bearing N 48° 19' 24" E at a distance of 632.30 feet to a 1/2-inch iron rod set for corner;

THENCE: S 31° 39' 52" W for a distance of 50.00 feet for corner;

THENCE: 746.69 feet in a counter-clockwise direction along the arc of a curve having a central angle of 152° 47' 35", a radius of 280.00 feet, a tangent of 1157.08 feet and a long chord bearing S 45° 16' 04" W at a distance of 544.29 feet for corner;

THENCE: S 37° 56' 47" W for a distance of 749.06 feet for corner;

THENCE: N 52° 03' 13" W for a distance of 50.00 feet to the POINT OF BEGINNING and containing 1.754 acres (76,421.7 sq. ft.) of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

For further information see survey plat prepared with this description.

STATE OF TEXAS
REGISTERED
KEVIN R. McCLURE
5650
PROFESSIONAL
LAND SURVEYOR
8/28/13

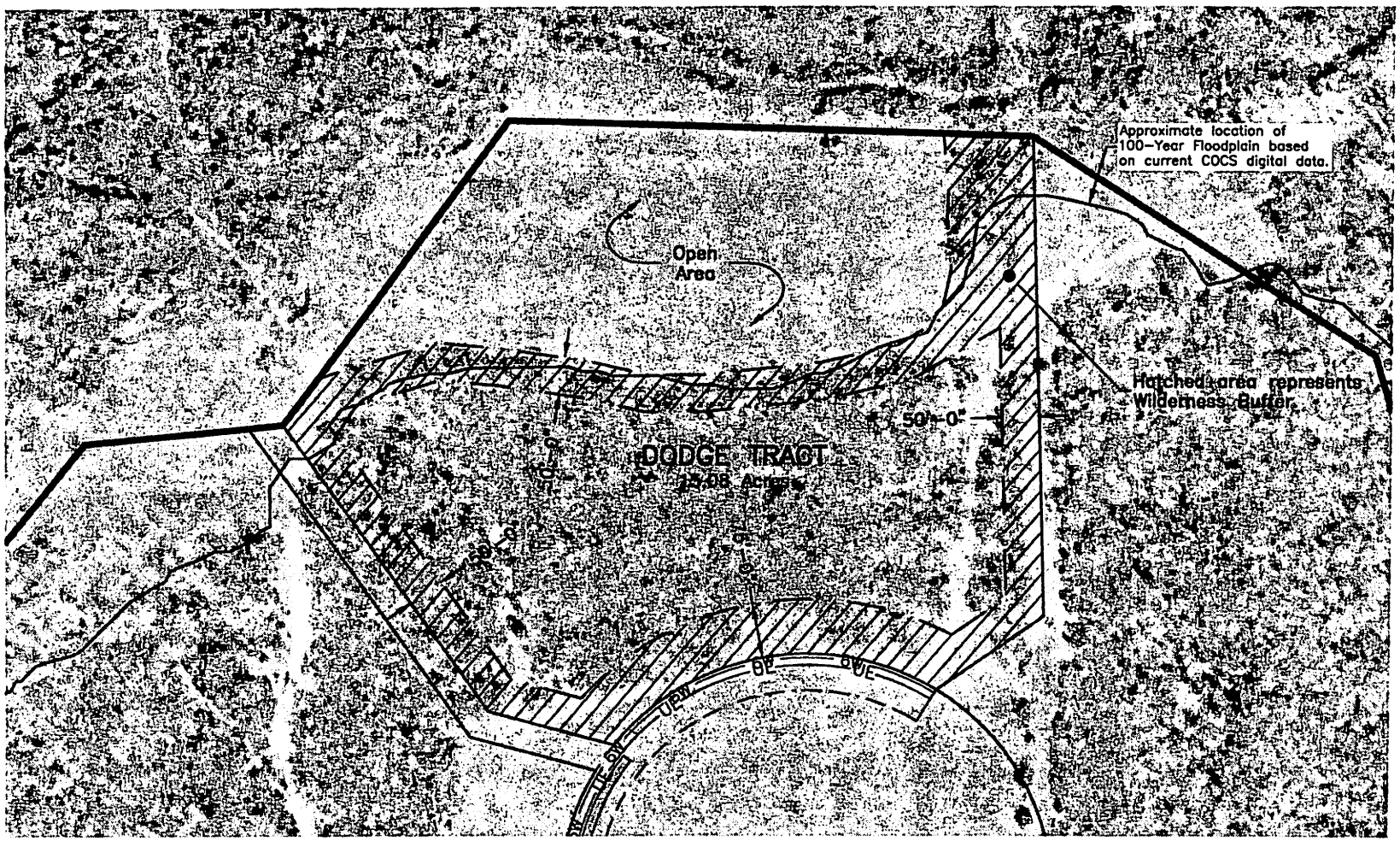
Exhibit F: Additional Restrictions

Dodge Tract

The Dodge Tract (as depicted on the Survey) includes topographical features that make it unique from other tracts within The Spring, including a substantial open area at the back of the Tract (the "Open Area"), which is depicted on Attachment 1 to this Exhibit F. All Improvements within the Open Area will be clearly Visible From Neighboring Property. Additionally, the Open Area is bordered to the south and east by a clearly visible tree line (the "Tree Line"), which is also depicted on Attachment 1 to this Exhibit F.

As it relates to the Dodge Tract, the Wilderness Buffer shall include, a no-clear area that begins at the Tree Line and extends fifty (50) feet south or east, as applicable, of the Tree Line. This no-clear area shall be in place of the Wilderness Buffer at the "rear" of the Tract, as is required by this Declaration, and as is depicted on Attachment 1 to this Exhibit F.

The Open Area may be used for recreation, animal grazing, and for crop cultivation. Permitted Improvements within the Open Area are limited to: greenhouses, Barns, sheds, fences and agricultural landscaping. The Open Area will be maintained in a clean and tidy manner at all times. No tools, implements, toys, playsets, or other small equipment may be Visible From Neighboring Property for a period of more than three (3) days. Motorized farm equipment, such as tractors, may remain Visible From Neighboring Property for extended periods, provided that the motorized farm equipment is maintained in good working order and is intended for use on the Dodge Tract. When the Open Area is not being used for grazing or cultivation, it is to be maintained in native grasses. Any fencing and gates within the Open Area will, at all times, be maintained in good working order. All Improvements in the Open Area are subject to the approval of the ARC as described in Section 2.08 of this Declaration.



Scale: 1" = 200'

Exhibit "F"
Attachment #1
Dodge Tract
Brazos County, Texas
September 3, 2013
Page 1 of 1

McCLURE & BROWNE ENGINEERING/SURVEYING, INC.
1008 Woodcreek Drive, Suite 103
College Station, Texas 77845
(979) 693-3838
Firm Reg. No. F-458

DATE: 09/03/13
DRAWN BY: JDB
DESIGNED BY: JDB

10570005-021-01

Doc	Bk	Vol	Pg
01169356	OR	11594	77

Filed for Record in:
BRAZOS COUNTY

On: Sep 05,2013 at 02:38P

As a
NO LABEL RECORDING

Document Number: 01169356

Amount 324.00

Receipt Number - 483593
By,
Patsy Montalbano

STATE OF TEXAS COUNTY OF BRAZOS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Sep 05,2013

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY