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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WELLINGTON AT PRESTON MEADOWS, PHASE A

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

91-0064772

THIS DECLARATION, made on the date hereinafter set forth by CENTENNIAL HOMES, INC., a Texas corporation, whose address is 5720 LBJ Freeway, Suite 610, Dallas, Texas 75240 (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Plano, County of Collin, State of Texas, which is more particularly described as follows:

Wellington at Preston Meadows, Phase IV, an addition to the City of Plano, Texas, according to the map or plat thereof recorded in Cabinet H, Page 206 through 207 of the Map Records of Collin County, Texas and also described in Exhibit A-1 attached hereto and made a part hereof ("Phase IV").

That certain tract or parcel of land as described by metes and bounds in Exhibit A-2 attached hereto and made a part hereof, which land will be platted and subdivided into Lots as an addition to the City of Plano, to be known as Wellington at Preston Meadows, Phase V ("Phase V").

That certain tract or parcel of land as described by metes and bounds in Exhibit A-3 attached hereto and made a part hereof, which land will be platted and subdivided into Lots as an addition to the City of Plano, to be known as Wellington at Preston Meadows, Phase VI. ("Phase VI").

WHEREAS, Declarant desires to hold, sell and convey said Property subject to the following covenants, conditions, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, together with portions of other land from time to time brought within the terms hereof pursuant hereto, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision lots within said lands; and

WHEREAS, this Declaration grants Declarant the right and privilege with the consent of the owners of such Property, to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the declaration; and

NOW, THEREFORE, Declarant hereby adopts the following covenants, conditions, restrictions, reservations and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (hereinafter defined) and which shall be applicable to all of the Property (hereinafter defined) from time to time subject hereto, and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs or successors in title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Wellington at Preston Meadows Homeowners Association, Phase A, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. The "Property" or the "Properties" shall mean and refer to that certain real property covered and included in Exhibits A-1, A-2, and A-3, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Enhanced Landscape Area" shall mean all real property (including the improvements thereto) maintained or to be maintained by the Association for the common benefit, use and enjoyment of the Owners. The Enhanced Landscape Area to be maintained initially by the Association is as follows:

- A. Right of way and landscape area (10') dedicated to the City of Plano adjacent to the Property and abutting Ohio Drive.
- B. Right of way and landscape area (10') dedicated to the City of Plano adjacent to the Property and abutting Tennyson/Archgate Drives.
- C. The Greenway Area (herein defined) along Colonnade.
- D. The Common Area (herein defined), but only to the extent that the Association becomes the owner of any such land.
- E. The Creek Area (herein defined), but only to the extent that the Association enters into any maintenance or other agreement concerning such area, hereinafter provided.
- F. Entry features, as constructed by Declarant, on Lot 1, Block A', Lot 1, Block D', Lot 27, Block E', Lot 1, Block G; of Phase IV'; and Lot 1, Block B of Phase VI.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common benefit, use or enjoyment of the Owners. As of the date of the execution of this Declaration there is no Common Area.

Section 6. "Creek Area" shall mean the area included within the channel or creek located upon Lot 1, Block E and Lot 1, Block F of Wellington at Preston Meadows, Phase II, an addition to the City of Plano according to the map or plat thereof recorded in Cabinet G, Page 640 of the Map Records of Collin County, Texas.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area.

Section 8. "Declarant" shall mean and refer to Centennial Homes, Inc., its successors and assigns if Centennial Homes, Inc. no longer owns one or more Lots and if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Supplemental Declaration" shall mean and refer to (i) any declaration of supplemental restrictions filed of record by Declarant, its successors or assigns, imposing more stringent or detailed restrictions or additional restrictions on or with respect to all or a portion of the Property, (ii) any supplemental declaration of annexation executed and filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of The Declaration under the authority provided in the Declaration, and (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns,

purporting to do both of the foregoing. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective Properties covered by the relevant Supplemental Declaration.

Section 10. "The Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, supplemental restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration of Covenants, Conditions and Restrictions for Wellington at Preston Meadows Phase A as supplemented and/or amended, including any and all Supplemental Declarations.

Section 11. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 12. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 13. "New Construction Committee" shall mean and refer to the committee created by the Declarant to exercise exclusive jurisdiction over all original construction within the Properties as provided herein.

Section 14. "Modifications Committee" shall mean and refer to the committee created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Residences or other improvements located on Lots as provided in Article VII hereof.

Section 15. "Phase" means each separate subdivision which is subject to this Declaration.

ARTICLE II

PROPERTY RIGHTS AND EASEMENTS

Section 1. Reservation of Easements. Easements over the Lots and Enhanced Landscape Area for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer same.

Section 2. Easement. There is hereby reserved to the Association, its successors and assigns, an easement along and within the twenty foot (20') wide strip of land within each Lot that has common boundary with Colonnade Drive, immediately adjacent to and contiguous with the boundary of such Lots that abuts Colonnade Drive (the "Greenway Area") for the construction, installation, maintenance, of landscape and irrigation (and, at Declarant's and/or the Association's election, lighting standards, fixtures and equipment) as Declarant or the Association may, from time to time, elect to install. No Owner shall interfere with, disburse, remove, destroy or damage any such improvements installed by Declarant and/or the Association on or upon the Greenway Area. The Association shall not be liable to any Owner of a Lot encumbered by the Greenway Area for any injury or damage to any person or any person's property upon any part of the Greenway Area to the extent caused by dangerous, defective or injurious conditions created or permitted to exist by the Owner of such Lot, or their guests, invitees, licensees, contractors or visitors. However, the Association shall keep up and maintain (except for Owner-caused damage or hazardous conditions) all improvements constructed by Declarant or the Association in the Greenway Area and shall indemnify and hold harmless each Owner of a Lot encumbered thereby for any claims for injury to persons or property resulting solely from the defective design, construction, or maintenance of any such improvements. The above easement shall not be construed to imply any right of public use of the Enhanced Landscape Area or improvements thereon owned by the Association.

ARTICLE III

THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for in The Declaration, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Enhanced Landscape Areas. The Board of Directors of the Association shall be empowered to oversee the activities of the Association and may take whatever lawful action that the Board, in its sole discretion, deems necessary to provide for the upkeep, development and aesthetic appearance of the Enhanced Landscape Areas and to enforce The Declaration for the common benefit of all or some of the Members of the Association. All rights of the Association herein and hereunder are vested in its Board of Directors unless specifically reserved to Declarant or a vote of the Members herein.

Section 2. Membership. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association (including Declarant, whether or not it is obligated to pay a full share of Assessments) shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Section 3. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of Lots with the exception of the Declarant (unless and until its Class B Membership converts to Class A Membership as contemplated below), and each such Class A Member shall be entitled to one vote for each Lot owned by such person or entity. When more than one person holds an interest in a single Lot, all such persons shall be Members. The vote of such Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. If the co-owners of a single Lot do not vote unanimously and in unison, no vote for that Lot shall be counted.

Class B. Class B Members shall be the Declarant herein, as such term is defined in Article I, Section 8, who shall be entitled to nine (9) votes in the Association for each Lot owned by it. Class B Membership shall cease and be converted to Class A Membership (and Declarant may thereafter cast one Class A vote for each Lot owned by it, regardless of whether Declarant pays any or its full share of assessments) on the happening of the earliest to occur of the following three events (A, B, or C):

- (A) When total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (B) The twentieth anniversary date of the recordation of this initial Declaration; or
- (C) When the Declarant terminates Class B votes by an instrument filed in the Official Public Records of Real Property of Collin County, Texas.

At such time that additional Property is annexed into the Association, the Class B Membership of the Declarant, shall, if it had previously ceased due to one of the conditions listed above in (A), (B), or (C), be reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Property as well as to all Lots owned by Declarant in all other areas of the Property. Such reinstatement is subject to further cessation in

accordance with the limitations set forth in the preceding paragraphs (A), (B), and (C) of this Article, whichever occurs first. However, upon reinstatement due to annexation of additional Property, the period of time set forth in Section 3(B) of this Article shall be extended to the extent necessary such that in all circumstances it extends for a period no shorter than ten (10) years from the date of each such recorded annexation (i.e., Supplemental Declaration).

Section 4. Non-Profit Corporation. Wellington at Preston Meadows, Phase A, Inc., a non-profit corporation has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in direct conflict with the terms and provisions hereof.

Section 6. Members' Easements of Enjoyment. Subject to the provisions of Section 7 below, every Member shall have a non-exclusive common right and easement of enjoyment in the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 7. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in The Declaration, and shall also be subject to the following provisions:

- (A) The Association shall have the right to borrow money; and, with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members, to mortgage the Common Area.
- (B) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (C) The Association shall have the right to dedicate, sell or convey all or any part of the Common Area, or interests therein, to any public agency, authority, or utility or any utility district, or to any third party whomsoever, for such purposes and subject to such conditions as may be agreed to by a vote of the Members as hereinbelow provided. No conveyance of Common Area other than the granting of utility easements upon the Common Area shall be made without such vote. No such dedication or conveyance (except granting of utility easements) shall be effective unless an instrument agreeing to such dedications or conveyance signed by Members entitled to cast no less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members has been recorded.
- (D) The Association shall have the right to negotiate and enter into agreements with Wellington at Preston Meadows Homeowners Association, Inc. and/or the City of Plano to share in the cost and expense of the upkeep, landscaping, mowing and maintenance of any area or property which is not a part of the Properties, including, without limiting the same, the Creek Area and the Legacy Entryway on such terms as may be determined by the Board of Directors.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any 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 Association: (1) annual assessments

or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Enhanced Landscape Area, as herein set out.

Section 3. Maximum Annual Assessment. Until January 1, 1993 the maximum annual assessment shall be three Hundred Dollars (\$300.00) per Lot.

- (A) From and after January 1, 1993 the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (B) From and after January 1, 1993 the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (C) The Association acting by and through the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 construction, reconstruction, repair or replacement of a capital improvement upon the Enhanced Landscape Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or such other basis as may be determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots in Phase IV on January 1, 1992. The annual assessments as to Lots located in any other Phase shall commence on the first day of the month following the date that the final plat for such Phase is recorded in the Map Records of Collin County, Texas or on the first day of the month following the date annexation of any Phase into the Association, whichever is later. The first annual assessment

shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1. Residential Use. The Property and all Lots platted on the Property shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on the Property or on any Lot other than one detached single-family residence ("Residence") per Lot not exceeding two stories in height, exclusive of attics, and a private garage as provided below. Each Residence shall be constructed in conformance with City of Plano, Texas and acceptable market standards, subject to the right of the New Construction Committee (hereafter defined) to approve variations from such standards so as to develop the subdivision in an architecturally cohesive manner.

Section 2. Single-Family Use. Each Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 3. Garage Required. Each Residence shall have a two or more car garage conforming with then-applicable City of Plano, Texas (the "City") zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. Garage locations must be approved in writing by the New Construction Committee prior to commencement of construction.

Section 4. Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots; except that prior to the time Declarant parts with title thereto, Declarant shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded Plat or in any other lawful manner, all or any part of the land included within the Property.

Section 5. Driveways. All rear entry driveways shall be surfaced with concrete or similar substance approved by the New Construction Committee. The preferred finish for all front entry driveways is that they shall be surfaced with brick pavers, patterned concrete, exposed aggregate or any substance approved by the New Construction Committee.

On Lots where the primary or only access to the garage is from the street, homes shall not be constructed in a manner which allows the garage door to face the street.

Section 6. Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street or alley) shall be permitted on any Lot, except that a builder or contractor may have temporary improvements (such as a sales office and/or a construction trailer) on a Lot during construction or sale of Residences on any Lot in the Subdivision. No building material of any kind or character shall be placed or stored upon a Lot until the owner thereof is ready to commence construction of improvements and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any Residence or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any Residence unless completely concealed from public view. No such vehicle or equipment shall be used as a Residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property unless concealed within a garage, except those used by builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(e) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition, have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any of the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any part of the Property. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any part of the Property cows, horses, hees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than four pets will be permitted on each Lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep

the Lot clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.

(i) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. All containers and other facilities for truck disposal must be located and screened in a manner approved by the New Construction Committee.

(j) No individual water supply system shall be permitted on the Property.

(k) No individual sewage disposal shall be permitted on the Property.

(l) No air-conditioning or solar heating apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence that can be viewed from the street adjacent to the Residence. No air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of the Residence.

(m) Except with the written permission of the New Construction Committee, no antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted on this Property except for antennas for AM or FM radio reception and UHF or VHF television reception. All antennas shall be located inside the attic of the main residential structure, except that, if cable is not available, with the written permission of the New Construction Committee one antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof for a maximum of five feet, and one satellite disc or other similar instrument or structure may be placed in the backyard so long as it is completely screened from view from any street, alley, park or other public area.

(n) No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of residence as a sales office until such builder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowner's use and enjoyment of their Residences and yards.

(o) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(q) Within easements on each Lot, no structures, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(r) After Declarant has graded the Lot, the general grading, slope and drainage plan of a Lot may not be altered without the approval of the Declarant and the appropriate agencies having authority to grant such approval.

(s) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for rent or sale or signs used by Declarant to advertise all or any portion of the Property during the development, construction and sales periods. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. Each builder of Residences shall have the right during the period in which it is constructing and/or selling Residences to have one builder identification sign of such size and design as approved by Declarant.

(t) The drying of clothes in full public view is prohibited. The owners and occupants of any Lots at the intersections of streets or adjacent greenbelts or other facilities where the rear yard is visible to full public view or view of adjacent homeowners, shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(u) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(v) All exterior mechanical equipment, including, but not limited to, HVAC equipment, shall be located on the side or rear yard of each Lot.

(w) No gas meter shall be set nearer the street than the front or side of the dwelling unless the meter is designed for and installed underground.

Section 7. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 1,800 square feet for a single story residence and 2,100 for a 2-story residence.

Section 8. Building Materials. The front wall area of each building constructed on a Lot, including the chimney facing material, shall be not less than 100% brick, brick veneer, stone, stone veneer or other masonry material approved by the New Construction Committee. The total exterior wall area of each building constructed on a Lot, shall be not less than 75% (or a higher percentage if required by the City) brick, brick veneer, stone, stone veneer or other masonry material approved by the New Construction Committee.

Section 9. Setback Restrictions. No dwelling shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the approved plat or required by the City of Plano, whichever is greater.

Section 10. Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood, iron or other material approved by the New Construction Committee. No fence or wall shall be permitted to extend nearer to any street abutting the front Lot line than the front building line of any residence. Fences or walls erected by the Declarant shall become the property of the owner of a Lot on which the same are erected and, as such, shall be maintained and repaired by such owner except that Declarant or the Association shall have the right to maintain, repair or replace such improvements.

Section 11. Sidewalks. All sidewalks shall conform to the City of Plano specifications and regulations.

Section 12. Mailboxes. Mailboxes shall be constructed of a material and design approved by the New Construction Committee.

Section 13. Roofs. No roof of any house constructed on any Lot shall have less than a 5/12' roof slope and the material shall be thick butt composition shingles, wood shake or other materials approved by the New Construction Committee.

Section 14. Lighting. Declarant shall provide lighting conforming to City of Plano standards for all streets and parking areas established as part of development of the Property.

Section 15. Committee. When and if the New Construction Committee is no longer in existence as herein provided or when such duties have been specifically delegated by the New Construction Committee to the Modifications Committee, all of the preceding references in this Article V to the New Construction Committee shall be deemed to be the Modifications Committee.

ARTICLE VI

SPECIAL FENCING AND LANDSCAPING

Section 1. Fences, Walls and Sprinkler Systems. For a period of ten years after the recording of this Declaration, Declarant shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within the Greenway Area.

Any fence, wall or sprinkler system shall be the property of the owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and Association set forth herein. No fence, wall or sprinkler system shall be erected or installed in the Greenway Area by the owner thereof without the prior written consent of Declarant.

Section 2. Landscaping. Declarant shall have the right, but not the obligation, to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Greenway Area. In the event Declarant does not landscape the Greenway Area, or if landscaping installed by Declarant is in need of replacement, the Owner thereof may plant grass and, with the prior written consent of New Construction Committee, may landscape and plant trees and shrubs in the Greenway Area.

Section 3. Easement. Declarant shall have, and thereby reserves, the right and easement to enter upon the Greenway Area for the purpose of exercising the discretionary rights set forth above.

Section 4. Maintenance by Individual Lot Owner. In the event Declarant or the Association does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Greenway Area or fences, walls, grading, planting or landscaping installed as entry features on Lots, then the owner of the Lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the Lot owner shall give Declarant ten business days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the landscaping thereon are being reasonably maintained and repaired by Declarant, the Owner of such Lot shall not perform any maintenance or repair work within such Greenway Area without the prior written consent of Declarant. In no event shall the Owner of any Lot

perform any maintenance or repair work on any sprinkler system within the Greenway Area without the prior written consent of Declarant.

Section 5. Lot Landscape and Maintenance. The Owner and occupant of each Lot upon occupying the Residence thereon, shall establish an attractive ground cover (approved by the Committee) or grass on all yards visible from the street, shall plant in the front yard a minimum of twelve two-gallon shrubs and a minimum of two three-inch caliper trees; and shall maintain the yards in a sanitary and attractive manner and shall edge the curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No Owner shall permit weeds or grass to grow to a height of greater than six inches upon his property. No shrub near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any Lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the Owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property or the cost of such work or the reimbursement for such work.

Section 6. Maintenance of Improvements. Subject to the provisions hereof, each Lot Owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace work and rotten parts; (c) shall regularly repaint all painted surfaces; and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 7. Declarant's Discretion. Notwithstanding any provisions herein to the contrary, Declarant shall never be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any Lots.

ARTICLE VII

NEW CONSTRUCTION COMMITTEE AND MODIFICATIONS COMMITTEE

Section 1. New Construction Committee Tenure. The Declarant shall initially appoint a New Construction Committee, consisting of not less than three (3) members, who need not be Members of the Association. The persons serving on the New Construction Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association shall have completed Residences constructed thereon, at which time the New Construction Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event undeveloped land is annexed into the Association after resignation of the original New Construction Committee, the Board of Directors may appoint a replacement New Construction Committee to act with the authority and purpose of the original New Construction Committee with respect to new construction, for such a term as the Board may designate, and subject to the Board's continuing right to remove members thereof and fill vacancies in such committee. In the event of the death or resignation of any person serving on the New Construction Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors (unless same occurs during the Declarant control period specified in Section 2 hereof, in which event Declarant shall make such appointment), who shall have all of the authority and power of his or their predecessor(s). No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article VII. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to such Committee.

Section 2. Right of the New Construction Committee. The Declarant reserves the right to control and direct the New Construction Committee (including the making of all appointments thereto and removing any members thereof) for a period of fifteen (15) years from the date of the recording of this initial Declaration. At the time when future properties are annexed into The Declaration and the jurisdiction of the Association, if ever, the term of the members of the New Construction Committee will extend no less than ten (10) years from the date of the recordation of the annexation document (i.e., the Supplemental Declaration), and Declarant's control of the New Construction Committee shall continue throughout that extended term.

Should the Declarant decide to relinquish control of the New Construction Committee prior to the expiration of the control period stated above, it may do so by causing all its members to resign with a minimum of thirty (30) days' prior written notice to the Board of Directors of the Association.

The New Construction Committee shall reserve the right to develop, adopt and from time to time revise architectural control guidelines for use in the review and approval of construction and improvement projects.

Section 3. Modifications Committee. The Board of Directors is authorized to establish a Modifications Committee whose responsibility it will be to set standards, review and act upon all proposed modifications or improvements to those Lots where the Residences have been constructed and sold and are owned by someone other than the Declarant, its successors or assigns. This committee will be comprised of no less than three (3) members with at least two (2) members required to be Members of the Association. The Modifications Committee will be governed by the Board of Directors and shall adhere to all the provisions set forth in this Declaration.

The Modifications Committee shall promulgate standards and procedures governing its area of responsibility and practice. In addition thereto, the following requirements shall be adhered to: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. Nothing contained herein shall be construed to limit the right of the Owner to remodel the interior of a Residence or to paint the interior of a Residence any color desired unless such interior area will be visible from a public street.

Section 4. General. All Property which is now or may hereafter be subjected to The Declaration is subject to architectural and environmental review. No Residence or other improvements (including, without limitation, garages, swimming pools, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary and flagpoles, but excluding improvements to a Residence's interior) shall be constructed nor shall any such Residence or other improvements be modified or altered, without the prior written approval of the New Construction Committee or Modifications Committee, as appropriate. This review shall be in accordance with this initial Declaration (as amended), any relevant Supplemental Declaration(s) (as amended), and such standards as may be promulgated by the Board, the New Construction Committee, or the Modifications Committee (subject to review by the Board), and such review and standards shall or may include, without limitation: general aesthetic character of improvements to be constructed; placement, orientation and location of improvements on a Lot; landscaping species, location and arrangement; architectural style; elevations; grading plan; color, quality, style and composition of exterior materials, including (without limitation) roofs, walls, patios, sidewalks and driveways; location, style, composition and extent of fencing; roof line and orientation; and appropriateness of permitting any proposed structures or improvements other than a Residence and garage, such as fountains, flagpoles, statuary, outdoor lighting, or others, neither Committee being obligated under any circumstances to approve any such other improvements if they determine that same would detract from the overall aesthetic quality

of the area. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association and the committees created in this Article shall ensure compliance therewith. The Board of Directors shall have the right and power on behalf of the Association to enforce in courts of competent jurisdiction decisions of either Committee.

Section 5. Submissions to New Construction Committee. To secure the approval (the "Final Approval") of the New Construction Committee, an Owner shall deliver to the New Construction Committee in form and substance reasonably satisfactory to the New Construction Committee the number of complete sets hereinafter set forth of:

- (a) The Design Development Plan which shall include:
 - (i) a site plan showing the location, dimensions, orientation to boundary lines and the set-back lines, of proposed buildings, garages, other structures, driveway, sidewalks, fencing and all other improvements; and
 - (ii) design elevation of, and a core plan for, and description of the foundation, height and size of each structure, including the living area square footage of each structure; and
 - (iii) a description and sample of the exterior materials concept for each structure.
- (b) Drawings and details of all exterior surfaces, including the roof, showing elevations, and including the color, quality and type of exterior construction materials (collectively, the "Exterior Plan");
- (c) A landscaping plan, which will include species, layout, location, size and configuration of all proposed landscaping and landscaping materials, detailing the proposed use and treatment of all portions of the Lot that are not to be covered by sod, structures, or sidewalks or driveway paving (the "Landscaping Plan");
- (d) All such other information as may be reasonably required which will enable the New Construction Committee to determine the location, scale, design, character, style and appearance of such Owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Plans") shall conform to the applicable provisions of The Declaration. The Owner shall supply as many sets, not to exceed three (3) as deemed appropriate by the New Construction Committee.

Where an Owner has neglected to submit Plans for approval, failure of the New Construction Committee to exercise the powers granted by this Article VII shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Properties, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein or in an applicable Supplemental Declaration, the New Construction Committee also shall have the right to specify requirements for each Lot as follows: driveway access to adjacent street; the location, height and extent of fences, walls or other screening devices; garage access; and the orientation and placement of structures with respect to streets, walks and structures on adjacent property. The New Construction Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed (or imposed in any applicable Supplemental Declaration) or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Properties.

The New Construction Committee has the full authority to enforce additional restrictions as they are created against any Lot as imposed pursuant to any Supplemental Declaration. Such restrictions will be more clearly defined in Supplemental Declarations filed by Declarant in the Real Property Records of Collin County, Texas, creating and/or annexing additional Lots within the Properties.

Section 6. Time for Review of Plans. Upon submission by the Owner to the New Construction Committee or the Modifications Committee of a written request for Final Approval and the submission to the New Construction Committee of the Design Development Plan or the Plans (as applicable, and in either case, the "Submitted Plans"), or other plans to the Modifications Committee, each Committee shall endeavor to review same within thirty (30) days from receipt of plans and notify Owner in writing whether the Submitted Plans are approved or disapproved. Committees, as required, shall approve the plans if such plans do not violate The Declaration (including the requirements of any applicable Supplemental Declaration, if any) or the guidelines and criteria from time to time existing and established by the Committees, and are consistent with their judgment on aesthetic compatibility of the proposed improvements with other portions of the properties and/or improvements thereon. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the New Construction Committee to approve or disapprove the Submitted Plans in writing within such thirty (30) day period shall not constitute a waiver of the requirements of the Declaration. No construction of the improvements provided for in the Submitted Plans (including those resubmitted under Section 7 of this Article) shall be commenced until the receipt of the Committee's written approval of the Plans for such improvements. However, in the event the Modifications Committee fails to either (i) approve or disapprove Plans submitted to it, or (ii) request additional information reasonably required, within thirty (30) days after submission, the Plans for modifications shall be deemed approved.

Section 7. Review of Revised Plans. If the New Construction Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such change requested by the New Construction Committee and may deliver the required number of complete sets of revised Submitted Plans to the New Construction Committee and the New Construction Committee shall endeavor to review such revised Submitted Plans within thirty (30) days to determine Owner's compliance with the New Construction Committee's requested changes.

Section 8. Changes in Approved Plans. An Owner shall secure the written approval of the New Construction Committee to any material change or revisions in approved Plans in the manner provided in this Article for the approval of Plans.

Section 9. Variances. The New Construction Committee may authorize variances from compliance with any other of the architectural provisions of The Declaration, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardships, aesthetic or environmental considerations may, in the Committee's judgment and discretion, require. The Committee's decision on a requested variance shall be final, conclusive and binding. Such variances must be evidenced in writing, must be signed by at least a majority of the New Construction Committee, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in The Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of The Declaration for any purpose except as to the particular provision hereof covered by the variance, and only for the particular Lot in question, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations.

Upon the recommendation of the Modifications Committee, the Board of Directors may authorize variances, as stated above. Such Modifications Committee's variances must be evidenced by a written instrument signed by a majority of the Board of Directors and a majority of the Modifications Committee.

Section 10. Approved General Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced on a Lot until the general contractor to perform such construction shall have been approved in writing by the New Construction Committee, which approval shall not be unreasonably withheld. In the event the Committee fails to approve or disapprove a general contractor within thirty (30) working days after such contractor's name is submitted to it, approval will not be required, and the provisions of this Section 10 will be deemed to have been fully satisfied.

Section 11. No Liability. Neither Declarant, the Association, Board of Directors, the New Construction Committee or Modifications Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistake in judgment, negligence, or nontfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any defect in any plans or specifications. Every person who submits plans or specifications to the New Construction Committee or Modifications Committee for approval agrees, by submission of such plans and specifications, and every Owner agrees, that he will not bring action or suit against Declarant, the Association, the Board of Directors, the Committees, or any of the members thereof to recover any such damages.

Section 12. Rules and Regulations. The New Construction Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The terms and provisions of this Declaration shall run with and bind the land included in the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. The Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by The Declaration, and failure of Declarant, the Association, or any Owner to enforce any term or provision of The Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 2. Incorporation. The terms and provisions of The Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained shall be subjected to the terms and provisions of The Declaration.

Section 3. Amendments. The Declaration may be amended in whole or in part by any instrument executed by the President of the Association when approved by Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of all Members of the Association, regardless of whether such Members are or are not present at a meeting of the Members called for that purpose. Following any such amendment, every reference herein to The Declaration shall be held and construed to be a reference to The Declaration as so amended. All amendments shall be recorded in the Real Property Records of Collin County, Texas. Nothing herein or in any Supplemental Declaration shall permit or be construed to permit the Owners of Lots within a given portion of the Property annexed by Supplemental Declaration to alone decide to de-annex all or any part of such annexed Property from The Declaration or the jurisdiction of the Association, or to amend any particular restriction, requirement or provision herein, except upon a vote of seventy-four percent (74%) of all of the Members in the entire Association, including (but not

requiring any particular percentage vote of) those Owners who were Members of the Association prior to the annexation of the Neighborhood or annexed area in question. No such group of Owners or Members shall have such right to secede from the Association or amend such restrictions except on an Association-wide vote as above contemplated.

Section 4. Amendments by Declarant.

(a) Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend The Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration, and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagees.

(b) Particularly reserved to Declarant is the right and privilege of Declarant to designate, by Supplemental Declaration, additional and/or more specific restrictions applicable to any portion of the Properties within The Declaration so long as Declarant owns at least ninety percent (90%) of the number of Lots within the portion(s) of the Property to be so affected. Such additional restriction may be done by Declarant without the consent or joinder of the other ten percent (10%) of Lot owners in such affected area. No such designation of additional or more specific requirements or restrictions, or subsequent change of requirements or restrictions, as provided for herein, shall be deemed to adversely affect any substantial right of any existing Owner.

Section 5. Indemnification and Hold Harmless.

(a) By the Association. The Association shall indemnify every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reasons of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(b) By an Owner. Each Owner shall be liable to the Association for any damage to the common properties and/or facilities of any type or to any equipment thereon which may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the recreational facilities or other common properties or facilities within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from and against any

such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees and court costs.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Annexation. Additional residential property and Common Area may be annexed to the Properties (i) prior to October 31, 1993 in the sole discretion of Declarant and (ii) subsequent to October 30, 1993 with the consent of two-thirds (2/3) of each class of Members. No Property shall be annexed to the Properties that does not fall within the area bounded by Legacy Drive, Ohio Drive and Tennyson/Archgate Drive.

Section 8. Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14 day of November, 1991.

DECLARANT:

CENTENNIAL HOMES, INC.

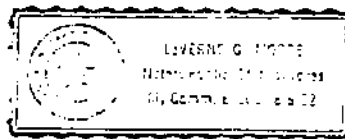
By:

TIM DOOLITTLE
Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14th day of November, 1991, by Tim Doolittle of CENTENNIAL HOMES, INC., a Texas corporation, on behalf of said corporation.

LeVonne G. Moore
Notary Public in and for
The State of Texas



Notary Name Printed
Commission Expires: _____

JUL 20 2011

EXHIBIT A-1
BOUNDARY DESCRIPTION
Wellington at Preston Meadows, Phase IV

WHEREAS, Centennial Homes, Inc. is the owner of a 39.431 acre tract of land situated in the JESSIE STIFF SURVEY, ABSTRACT NO. 793, City of Plano, Collin County, Texas, said tract of land being a part of that 135.177 acre tract of land conveyed to Centennial Homes, Inc. from Quail Corporation as recorded in Volume 2490, Page 481, Collin County Deed Records, said tract also being all of Wellington at Preston Meadows, Phase IV, an addition to the City of Plano, Texas, according to the plat thereof as recorded in Cabinet H at pages 206 and 207 of the Map Records of Collin County, Texas, and being further described as follows:

BEGINNING at a 1-inch iron rod set for corner on the north line of Tennyson Parkway (an 85-foot right-of-way), said point being at the intersection with the east line of Ohio Drive (an 85-foot right-of-way);

THENCE N 43°22'13" W, 27.72 feet to a 1-inch iron rod found for corner on the east line of Ohio Drive;

THENCE along the east line of Ohio Drive as follows:

Northerly, 91.52 feet along a curve to the right which has a central angle of 01°12'12", a radius of 4357.50 feet, a tangent of 45.76 feet, and whose chord bears N 03°29'34" E, 91.52 feet to a 1-inch iron rod found for corner;

N 04°05'40" E, 616.51 feet to a concrete monument set for corner;

THENCE S 85°54'20" E, 25.00 feet to a 1-inch iron rod set for corner;

THENCE S 04°05'40" W, 50.00 feet to a 1-inch iron rod set for corner;

THENCE S 85°54'20" E, 2.00 feet to a 1-inch iron rod set for corner;

THENCE S 04°05'40" W, 17.00 feet to a 1-inch iron rod set for corner;

THENCE Southeasterly, 51.44 feet along a curve to the left which has a central angle of 73°41'21", a radius of 40.00 feet, a tangent of 29.97 feet, and whose chord bears S 39°45'48" E, 47.97 feet to a 1-inch iron rod set for corner;

THENCE S 76°36'29" E, 17.49 feet to a 1-inch iron rod set for corner;

THENCE S 11°48'52" W, 2.00 feet to a 1-inch iron rod set for corner;

THENCE S 78°11'08" E, 79.18 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 70.00 feet along a curve to the left which has a central angle of 09°00'47", a radius of 445.00 feet, a tangent of 35.07 feet, and whose chord bears S 81°19'49" E, 69.93 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 241.17 feet along a curve to the left which has a central angle of 04°24'02", a radius of 3140.00 feet, a tangent of 120.64 feet, and whose chord bears S 88°02'14" E, 241.11 feet to a 1-inch iron rod set for corner;

THENCE N 86°42'55" E, 20.01 feet to a 1-inch iron rod set for corner;

THENCE N 88°56'29" E, 50.00 feet to a 1-inch iron rod set for corner;

THENCE S 88°50'04" E, 20.02 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 77.91 feet along a curve to the left which has a central angle of 01°25'18", a radius of 3140.00 feet, a tangent of 38.96 feet, and whose chord bears N 87°24'34" E, 77.91 feet to a 1-inch iron rod set for corner;

THENCE N 86°41'47" E, 712.23 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 29.83 feet along a curve to the left which has a central angle of $00^{\circ}38'51''$, a radius of 2640.00 feet, a tangent of 14.92 feet and whose chord bears $N 86^{\circ}22'22'' E$, 29.83 feet to a 1-inch iron rod set for corner;

THENCE $N 82^{\circ}58'27'' E$, 20.05 feet to a 1-inch iron rod set for corner;

THENCE $N 02^{\circ}43'36'' W$, 61.09 feet to a 1-inch iron rod set for corner;

THENCE Northerly, 362.20 feet along a curve to the left which has a central angle of $14^{\circ}21'42''$, a radius of 1445.00 feet, a tangent of 182.06 feet, and whose chord bears $N 09^{\circ}54'27'' W$, 361.26 feet to a 1-inch iron rod set for corner;

THENCE $N 17^{\circ}05'18'' W$, 193.79 feet to a 1-inch iron rod set for corner;

THENCE $N 86^{\circ}38'17'' E$, 61.76 feet to a 1-inch iron rod set for corner;

THENCE $S 17^{\circ}05'18'' E$, 179.14 feet to a 1-inch iron rod set for corner;

THENCE Southerly, 377.24 feet along a curve to the right which has a central angle of $14^{\circ}21'42''$, a radius of 1505.00 feet, a tangent of 189.61 feet, and whose chord bears $S 09^{\circ}54'27'' E$, 376.26 feet to a 1-inch iron rod set for corner;

THENCE $S 02^{\circ}43'36'' E$, 189.84 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 91.66 feet along a curve to the left which has a central angle of $01^{\circ}53'46''$, a radius of 2770.00 feet, a tangent of 45.84 feet, and whose chord bears $N 83^{\circ}30'10'' E$, 91.66 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 50.25 feet along a curve to the right which has a central angle of $03^{\circ}22'02''$, a radius of 855.00 feet, a tangent of 25.13 feet, and whose chord bears $N 84^{\circ}14'18'' E$, 50.24 feet to a 1-inch iron rod set for corner;

THENCE $S 04^{\circ}04'40'' E$, 50.00 feet to a 1-inch iron rod set for corner;

THENCE Westerly, 11.82 feet along a curve to the left which has a central angle of $00^{\circ}50'28''$, a radius of 805.00 feet, a tangent of 5.91 feet, and whose chord bears $S 85^{\circ}30'05''$, 11.82 feet to a 1-inch iron rod set for corner;

THENCE $S 00^{\circ}07'41'' W$, 20.06 feet to a 1-inch iron rod set for corner;

THENCE $S 02^{\circ}43'36'' E$, 77.85 feet to a 1-inch iron rod set for corner;

THENCE Southerly, 435.67 feet along a curve to the right which has a central angle of $26^{\circ}50'28''$, a radius of 930.00 feet, a tangent of 221.91 feet, and whose chord bears $S 10^{\circ}41'38'' W$, 431.70 feet to a 1-inch iron rod set for corner;

THENCE $S 65^{\circ}53'08'' E$, 2.00 feet to a 1-inch iron rod set for corner;

THENCE Southerly, 17.00 feet along a curve to the right which has a central angle of $01^{\circ}02'42''$, a radius of 932.00 feet, a tangent of 8.50 feet, and whose chord bears $S 24^{\circ}38'14'' W$, 17.00 feet to a 1-inch iron rod set for corner;

THENCE Southerly, 42.88 feet along a curve to the left which has a central angle of $64^{\circ}39'35''$, a radius of 38.00 feet, a tangent of 24.05 feet, and whose chord bears $S 07^{\circ}10'13'' E$, 40.64 feet to a 1-inch iron rod set for corner;

THENCE $S 39^{\circ}30'00'' E$, 17.00 feet to a 1-inch iron rod set for corner;

THENCE $S 50^{\circ}30'00'' W$, 2.00 feet to a 1-inch iron rod set for corner;

THENCE $S 39^{\circ}30'00'' E$, 30.40 feet to to a 1-inch iron rod set for corner;

THENCE $N 50^{\circ}30'00'' E$, 2.00 feet to a 1-inch iron rod set for corner;

THENCE $S 39^{\circ}30'00'' E$, 17.00 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 54.74 feet along a curve to the left which has a central angle of $82^{\circ}31'48''$, a radius of 38.00 feet, a tangent of 33.34 feet, and whose chord bears $S\ 80^{\circ}45'54''\ E$, 50.13 feet to a 1-inch iron rod set for corner;

THENCE Northeasterly, 17.00 feet along a curve to the right which has a central angle of $00^{\circ}50'44''$, a radius of 1152.00 feet, a tangent of 8.50 feet, and whose chord bears $N\ 58^{\circ}23'34''\ E$, 17.00 feet to a 1-inch iron rod set for corner;

THENCE $S\ 31^{\circ}11'04''\ E$, 17.00 feet to a 1-inch iron rod set for corner;

THENCE Southwesterly, 14.50 feet along a curve to the left which has a central angle of $00^{\circ}43'55''$, a radius of 1135.00 feet, a tangent of 7.25 feet, and whose chord bears $S\ 58^{\circ}26'59''\ W$, 14.50 feet to a 1-inch iron rod set for corner;

THENCE $S\ 31^{\circ}54'58''\ E$, 165.00 feet to a 1-inch iron rod set for corner;

THENCE Southwesterly, 30.50 feet along a curve to the left which has a central angle of $01^{\circ}48'06''$, a radius of 970.00 feet, a tangent of 15.25 feet, and whose chord bears $S\ 57^{\circ}10'58''\ W$, 30.50 feet to a 1-inch iron rod set for corner;

THENCE $S\ 33^{\circ}43'05''\ E$, 130.00 feet to a 1-inch iron rod set for corner;

THENCE Southwesterly, 9.39 feet along a curve to the left which has a central angle of $00^{\circ}38'26''$, a radius of 840.00 feet, a tangent of 4.70 feet, and whose chord bears $S\ 55^{\circ}57'42''\ W$, 9.39 feet to a 1-inch iron rod set for corner;

THENCE $S\ 34^{\circ}21'31''\ E$, 165.00 feet to a 1-inch iron rod set for corner;

THENCE Southwesterly, 8.38 feet along a curve to the left which has a central angle of $00^{\circ}42'41''$, a radius of 675.00 feet, a tangent of 4.19 feet, and whose chord bears $S\ 55^{\circ}17'08''\ W$, 8.38 feet to a concrete monument set for corner;

THENCE $S\ 35^{\circ}04'12''\ E$, 130.00 feet to a 1-inch iron rod set for corner;

THENCE Southwesterly, 274.57 feet along a curve to the left which has a central angle of $28^{\circ}51'57''$, a radius of 545.00 feet, a tangent of 140.27 feet, and whose chord bears $S\ 40^{\circ}29'49''\ W$, 271.68 feet to a 1-inch iron rod set for corner;

THENCE $S\ 63^{\circ}56'09''\ E$, 2.00 feet to a 1-inch iron rod set for corner;

THENCE Southwesterly, 17.00 feet along a curve to the left which has a central angle of $01^{\circ}47'38''$, a radius of 543.00 feet, a tangent of 8.50 feet, and whose chord bears $S\ 25^{\circ}10'02''\ W$, 17.00 feet to a 1-inch iron rod set for corner;

THENCE Southeasterly, 74.19 feet along a curve to the left which has a central angle of $111^{\circ}51'36''$, a radius of 38.00 feet, a tangent of 56.19 feet, and whose chord bears $S\ 31^{\circ}39'35''\ E$, 62.95 feet to a 1-inch iron rod set for corner;

THENCE Easterly, 17.00 feet along a curve to the left which has a central angle of $01^{\circ}20'00''$, a radius of 730.50 feet, a tangent of 8.50 feet, and whose chord bears $S\ 88^{\circ}15'23''\ E$, 17.00 feet to a 1-inch iron rod set for corner;

THENCE $S\ 01^{\circ}04'37''\ W$, 27.00 feet to a 1-inch iron rod set for corner on the northerly line of Tennyson Parkway;

THENCE along the northerly line of Tennyson Parkway as follows:

Northwesterly 653.42 feet along a curve to the right which has a central angle of $49^{\circ}25'23''$, a radius of 757.50 feet, a tangent of 348.60 feet, and whose chord bears $N\ 64^{\circ}12'42''\ W$, 633.35 feet to a 1-inch iron rod found for corner;

$N\ 39^{\circ}30'00''\ W$, 447.80 feet to a 1-inch iron rod found for corner;

Northwesterly, 909.75 feet along a curve to the left which has a central angle of $50^{\circ}00'00''$, a radius of 1042.50 feet, a tangent of 486.13 feet, and whose chord bears $N\ 64^{\circ}30'00''\ W$, 881.16 feet to a 1-inch iron rod found for corner;

$N\ 89^{\circ}30'00''\ W$, 143.89 feet to the POINT OF BEGINNING and containing 1,717,600 square feet or 39.431 acres of land.

EXHIBIT A-2
BOUNDARY DESCRIPTION
Wellington at Preston Meadows, Phase V

WHEREAS, Centennial Homes, Inc. is the owner of a 11.253 acre tract of land situated in the JESSIE STIFF SURVEY, ABSTRACT NO. 793, City of Plano, Collin County, Texas, said tract of land being a part of that 135.177 acre tract of land conveyed to Centennial Homes, Inc. from Quail Corporation as recorded in Volume 2490, Page 481, Collin County Deed Records, and being further described as follows:

COMMENCING at a 1-inch iron rod found at the southeast corner of Lot 1, Block E, Wellington at Preston Meadows, Phase 11, an addition to the City of Plano as recorded in Cabinet G, Page 640, Collin County Plat Records, said point being in the west line of Archgate Drive (a 85-foot right-of-way); THENCE Southerly, 802.76 feet along a curve to the left in the west line of Archgate Drive, said curve having a central angle of $54^{\circ}35'36''$, a radius of 842.50 feet, a tangent of 434.78 feet, and whose chord bears $S 02^{\circ}12'12'' E$, 772.74 feet to a 1-inch iron rod found at the end of said curve; THENCE $S 29^{\circ}30'00'' E$, 86.49 feet along the west line of Archgate Drive to the POINT OF BEGINNING of this tract, a concrete monument set for corner;

THENCE $S 29^{\circ}30'00'' E$, 80.00 along the west line of Archgate Drive to a 1-inch iron rod set for corner;

THENCE $S 60^{\circ}30'00'' W$, 10.00 feet to a 1-inch iron rod set for corner;

THENCE $N 74^{\circ}24'50'' W$, 21.24 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of $03^{\circ}11'00''$, a radius of 5025.00 feet, and a tangent of 139.63 feet;

THENCE Southwesterly, 279.19 feet along said curve to the right (chord bears $S 62^{\circ}24'23'' W$, 279.15 feet) to a 1-inch iron rod set for corner;

THENCE $S 26^{\circ}38'03'' E$, 20.00 feet to a 1-inch iron rod set for corner;

THENCE $S 29^{\circ}30'00'' E$, 220.64 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of $79^{\circ}48'29''$, a radius of 452.50 feet, and a tangent of 378.40 feet;

THENCE Southwesterly, 630.29 feet along said curve to the right (chord bears $S 10^{\circ}24'14'' W$, 580.56 feet) to a 1-inch iron rod set for corner;

THENCE $S 48^{\circ}49'23'' W$, 20.58 feet to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of $06^{\circ}54'30''$, a radius of 200.00 feet, and a tangent of 12.07 feet;

THENCE Southeasterly, 24.11 feet along said curve to the left (chord bears $S 31^{\circ}44'42'' E$, 24.10 feet) to a 1-inch iron rod set for corner;

THENCE $S 35^{\circ}11'57'' E$, 5.00 feet to a 1-inch iron rod set for corner;

THENCE $S 54^{\circ}48'03'' W$, 50.00 feet to a 1-inch iron rod set for corner;

THENCE $N 35^{\circ}11'57'' W$, 5.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of $05^{\circ}46'47''$, a radius of 250.00 feet, and a tangent of 12.62 feet;

THENCE Northwesterly, 25.22 feet along said curve to the right (chord bears $N 32^{\circ}18'33'' W$, 25.21 feet) to a 1-inch iron rod set for corner;

THENCE $S 63^{\circ}22'46'' W$, 20.02 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of $02^{\circ}36'10''$, a radius of 452.50 feet, and a tangent of 10.28 feet;

THENCE Southwesterly, 20.56 feet along said curve to the right (chord bears $S 63^{\circ}05'00'' W$, 20.55 feet) to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of $09^{\circ}27'17''$, a radius of 545.00 feet, and a tangent of 45.07 feet;

THENCE Southwesterly, 89.93 feet along said curve to the left (chord bears S 59°39'27" W, 89.83 feet) to a 1-inch iron rod set for corner;

THENCE N 35°04'12" W, 130.00 feet to a concrete monument found for corner at the beginning of a curve to the right which has a central angle of 00°42'41", a radius of 675.00 feet, and a tangent of 4.19 feet;

THENCE Northeasterly, 8.38 feet along said curve to the right (chord bears N 55°17'08" E, 8.38 feet) to a 1-inch iron rod set for corner;

THENCE N 34°21'31" W, 165.00 feet to a 1-inch iron rod set for corner at the beginning of a curve right which has a central angle of 00°38'26", a radius of 840.00 feet, and a tangent of 4.70 feet;

THENCE Northeasterly, 9.39 feet along said curve to the right (chord bears N 55°57'42" E, 9.39 feet) to a 1-inch iron rod set for corner;

THENCE N 33°43'05" W, 130.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of 01°48'06", a radius of 970.00 feet, and a tangent of 15.25 feet;

THENCE Northeasterly, 30.50 feet along said curve to the right (chord bears N 57°10'58" E, 30.50 feet) to a 1-inch iron rod set for corner;

THENCE N 31°54'58" W, 165.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of 00°43'55", a radius of 1135.00 feet, and a tangent of 7.25 feet;

THENCE Northeasterly, 14.50 feet along said curve to the right (chord bears N 58°26'59" E, 14.50 feet) to a 1-inch iron rod set for corner;

THENCE N 31°11'04" W, 17.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of 00°50'44", a radius of 1152.00 feet, and a tangent of 8.50 feet;

THENCE Southwesterly, 17.00 feet along said curve to the left (chord bears S 58°23'34" W, 17.00 feet) to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of 82°31'48", a radius of 38.00 feet, and a tangent of 33.34 feet;

THENCE Northwesterly, 54.74 feet along said curve to the right (chord bears N 80°45'54" W, 50.13 feet) to a 1-inch iron rod set for corner;

THENCE N 39°30'00" W, 17.00 feet to a 1-inch iron rod set for corner;

THENCE S 50°30'00" W, 2.00 feet to a 1-inch iron rod set for corner;

THENCE N 39°30'00" W, 30.40 feet to a 1-inch iron rod set for corner;

THENCE N 50°30'00" E, 2.00 feet to a 1-inch iron rod set for corner;

THENCE N 39°30'00" W, 17.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of 64°39'35", a radius of 38.00 feet, and a tangent of 24.05 feet;

THENCE Northwesterly, 42.88 feet along said curve to the right (chord bears N 07°10'13" W, 40.64 feet) to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of 01°02'42", a radius of 932.00 feet, and a tangent of 8.50 feet;

THENCE Northeasterly, 17.00 feet along said curve to the left (chord bears N 24°38'14" E, 17.00 feet) to a 1-inch iron rod set for corner;

THENCE N 65°53'08" W, 2.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of 20°49'46", radius of 930.00 feet, and a tangent of 170.93 feet;

THENCE Northwesterly, 338.09 feet along said curve to the left (chord bears N 13°42'00" E, 336.23 feet) to a 1-inch iron rod set for corner;

THENCE S 85°40'03" E, 2.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the right which has a central angle of 01°02'43", a radius of 932.00 feet, and a tangent of 8.50;

THENCE Southwesterly, 17.00 feet along said curve to the right (chord bears S 03°48'36" W, 17.00 feet) to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of 112°10'11", a radius of 38.00 feet, and a tangent of 56.52 feet;

THENCE Southeasterly, 74.39 feet along said curve to the left (chord bears S 51°45'08" E, 63.07 feet) to a 1-inch iron rod set for corner;

THENCE N 72°09'46" E, 17.00 feet to a 1-inch iron rod set for corner;

THENCE S 17°50'14" E, 2.00 feet to a 1-inch iron rod set for corner;

THENCE N 72°09'46" E, 112.35 feet to a 1-inch iron rod set for corner;

THENCE N 67°01'38" E, 147.79 feet to a 1-inch iron rod set for corner;

THENCE N 22°58'22" W, 2.00 feet to a 1-inch iron rod set for corner;

THENCE N 67°01'38" E, 17.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of 92°39'26", a radius of 38.00 feet, and a tangent of 39.80 feet;

THENCE Northeasterly, 61.45 feet along said curve to the left (chord bears N 20°41'55" E, 54.97 feet) to a 1-inch iron rod set for corner; at the beginning of a curve to the right which has a central angle of 00°50'11", a radius of 1164.50 feet, and a tangent of 8.50 feet;

THENCE Northwesterly, 17.00 feet along said curve to the right (chord bears N 25°12'42" W, 17.00 feet) to a 1-inch iron rod set for corner;

THENCE N 64°22'12" E, 17.00 feet to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of 04°43'08", a radius of 1147.50 feet, and a tangent of 47.28 feet;

THENCE Southeasterly, 94.51 feet along said curve to the left (chord bears S 27°08'26" E, 94.48 feet) to a 1-inch iron rod set for corner;

THENCE S 29°30'00" E, 71.96 feet to a 1-inch iron rod set for corner;

THENCE S 32°20'53" E, 20.13 feet to a 1-inch iron rod set for corner at the beginning of a curve to the left which has a central angle of 03°12'55", a radius of 4975.00 feet, and a tangent of 139.63 feet;

THENCE Northeasterly, 279.19 feet along said curve to the left (chord bears N 62°25'32" E, 279.16 feet) to a 1-inch iron rod set for corner;

THENCE N 15°35'13" E, 21.28 feet to a 1-inch iron rod set for corner;

THENCE N 60°30'00" E, 10.00 feet to the POINT OF BEGINNING, and containing 490,090 square feet or 11.251 acres of land.

EXHIBIT A-3
BOUNDARY DESCRIPTION
Wellington At Preston Meadows, Phase VI

WHEREAS, Centennial Homes, Inc. is the owner of a 10.445 acre tract of land situated in the JESSIE STIFF SURVEY, ABSTRACT NO. 793, City of Plano, Collin County, Texas, said tract of land being a part of that 135.177 acre tract of land conveyed to Centennial Homes, Inc. from Quail Corporation as recorded in Volume 2490, Page 481, Collin County Deed Records, and being further described as follows:

COMMENCING at a 1-inch iron rod found at the southeast corner of Lot 1, Block E, Wellington at Preston Meadows, Phase II, an addition to the City of Plano as recorded in Cabinet G, Page 640, Collin County Plat Records, said point being in the west line of Archgate Drive (a 85-foot right-of-way); THENCE Southerly, 802.76 feet along a curve to the left in the west line of Archgate Drive, said curve having a central angle of $54^{\circ}35'36''$, a radius of 842.50 feet, a tangent of 434.78 feet, and whose chord bears $S 02^{\circ}12'12'' E$, 772.74 feet to a 1-inch iron rod found at the end of said curve; THENCE $S 29^{\circ}30'00'' E$, 166.49 feet along the west line of Archgate Drive to the POINT OF BEGINNING of this tract, a concrete monument set for corner;

THENCE $S 29^{\circ}30'00'' E$, 216.28 feet along the west line of Archgate Drive to a 1-inch iron rod set for corner;

THENCE Southwesterly, 1594.13 feet along a curve to the right in the west line of Archgate Drive and the north line of Tennyson Parkway (a 85-foot right-of-way), said curve having a central angle of $120^{\circ}34'37''$, a radius of 757.50 feet, a tangent of 1327.42 feet, and whose chord bears $S 30^{\circ}47'18'' W$, 1315.82 feet to a concrete monument set at the southeast corner of Wellington at Preston Meadows, Phase IV, an addition to the City of Plano as recorded in Cabinet H, Page 207, Collin County Plat Records;

THENCE $N 01^{\circ}04'37'' E$, 27.00 feet to a 1-inch iron rod found for corner;

THENCE Westerly, 17.00 feet along a curve to the right which has a central angle of $01^{\circ}20'00''$, a radius of 730.50 feet, a tangent of 8.50 feet, and whose chord bears $N 88^{\circ}15'23'' W$, 17.00 feet to a 1-inch iron rod found for corner;

THENCE Northwesterly, 74.19 feet along a curve to the right which has a central angle of $111^{\circ}51'36''$, a radius of 38.00 feet, a tangent of 56.19 feet, and whose chord bears $N 31^{\circ}39'35'' W$, 62.95 feet to a 1-inch iron rod found for corner;

THENCE Northeasterly, 17.00 feet along a curve to the right which has a central angle of $01^{\circ}47'38''$, a radius of 543.00 feet, a tangent of 8.50 feet, and whose chord bears $N 25^{\circ}10'02'' W$, 17.00 feet to a 1-inch iron rod found for corner;

THENCE $N 63^{\circ}56'09'' W$, 2.00 feet to a 1-inch iron rod found for corner;

THENCE Northeasterly, 364.50 feet along a curve to the right which has a central angle of $38^{\circ}19'14''$, a radius of 545.00 feet, a tangent of 189.37 feet, and whose chord bears $N 45^{\circ}13'28'' E$, 357.75 feet to a 1-inch iron rod found for corner;

THENCE Northeasterly, 20.56 feet along a curve to the left which has a central angle of $02^{\circ}36'10''$, a radius of 452.50 feet, a tangent of 10.28 feet and whose chord bears $N 63^{\circ}05'00'' E$, 20.55 feet to a 1-inch iron rod found for corner;

THENCE $N 63^{\circ}22'46'' E$, 20.02 feet to a 1-inch iron rod found for corner;

THENCE Southeasterly, 25.22 feet along a curve to the left which has a central angle of $05^{\circ}46'47''$, a radius of 250.00 feet, a tangent of 12.62 feet, and whose chord bears $S 32^{\circ}18'33'' E$, 25.21 feet to a 1-inch iron rod found for corner;

THENCE $S 35^{\circ}11'57'' E$, 5.00 feet to a 1-inch iron rod found for corner;

THENCE N 54°48'03" E, 50.00 feet to a 1-inch iron rod found for corner;

THENCE N 35°11'57" W, 5.00 feet to a 1-inch iron rod found for corner;

THENCE Northwesterly, 24.11 feet along a curve to the right which has a central angle of 06°54'30", a radius of 200.00 feet, a tangent of 12.07 feet, and whose chord bears N 31°44'42" W, 24.10 feet to a 1-inch iron rod found for corner;

THENCE N 48°49'23" E, 20.58 feet to a 1-inch iron rod found for corner;

THENCE Northeasterly, 630.29 feet along a curve to the left which has a central angle of 79°48'29", a radius of 452.50 feet, a tangent of 378.40 feet, and whose chord bears N 10°24'14" E, 580.56 feet to a 1-inch iron rod found for corner;

THENCE N 29°30'00" W, 220.64 feet to a 1-inch iron rod found for corner;

THENCE N 26°38'03" W, 20.00 feet to a 1-inch iron rod found for corner;

THENCE Northeasterly, 279.19 feet along a curve to the left which has a central angle of 03°11'00", a radius of 5025.00 feet, a tangent of 139.63 feet, and whose chord bears N 62°24'23" E, 279.15 feet to a 1-inch iron rod found for corner;

THENCE S 74°24'50" E, 21.24 feet to a 1-inch iron rod found for corner;

THENCE N 60°30'00" E, 10.00 feet to the POINT OF BEGINNING and containing 454,997 square feet or 10.445 acres of land.

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.