Grayson County Wilma Bush County Clerk

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STATE OF TEXAS COUNTY OF GRAYSON

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

Wilma Bush County Clerk Grayson County, TX

EIGHTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROCK CREEK RESORT

STATE OF TEXAS § COUNTY OF GRAYSON §

This Eighth Amended and Restated Declaration of Covenants and Restrictions for Rock Creek Resort ("Declaration") is made by Double Diamond, Inc., a Texas Corporation ("Declarant").

RECITALS

- A. Declarant is the owner and developer of that certain real property located in Grayson County, Texas more fully described in Exhibit "A" attached to the original Declaration and recorded in volume 4186, page 434 of the official records of Grayson County (the "Property").
- It is the intention and desire of Declarant to develop the Property as a residential В. community with recreational facilities to be known as the "Rock Creek Resort." In furtherance thereof. Declarant has caused and will continue to cause one or more plats of subdivided portions of the Property to be recorded in the Plat Records of Grayson County, Texas. Recording information for plats recorded to date are listed on Exhibit "B" attached hereto. Each subdivided lot of any such plat is hereinafter referred to as "Lot," whether improved or unimproved. Declarant estimates that "Rock Creek Resort" will contain approximately 2,700 lots when completed, unless Declarant acquires additional property. Residential dwellings within the Property will be of different styles, including detached residences, homes with one or more common walls, condominiums, townhomes, patio homes or other types of homes; all of which shall be developed and maintained as part of a residential development of superior quality, architectural design and condition. The Property will contain such roads, common areas, green belts, lakes, trails, ponds and parks as Declarant shall, in its sole discretion, determine desirable or appropriate (the "Common Areas") and will contain recreational facilities such as golf courses, pro-shops, restaurants, tennis courts, swimming pools, club houses, recreational centers, fitness centers, spas and other recreational facilities, as Declarant, in its sole discretion (and without obligation hereunder), deems desirable or appropriate (the "Recreational Facilities").
- C. Declarant desires to assure high quality standards for the enjoyment of the Property by any owner of a Lot ("Owner"), and to promote the recreational interest, health, safety, and social welfare of each Owner. To provide for the preservation, enhancement, and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner.
- D. In order to carry out a general and uniform plan for the maintenance and preservation of the Property (including, but not limited to preserving the natural beauty of the Property; minimizing the erection of unsuitable structures and encouraging harmonious architectural schemes), Declarant created Rock Creek Resort Property Owners Association, Inc. ("the Association"), a Texas non-profit association, to manage and fund maintenance of the Recreational Facilities and to maintain the Common Areas in the Property. The Association has the power and duty to administer and enforce the easements, covenants, conditions, restrictions, and limitations hereinafter set forth and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property, and such additional property as may be added hereto by Declarant by restatement, supplement or amendment hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, limitations and conditions which are for the purpose of protecting the value and desirability of, and

which shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof, provided; however, Declarant reserves the continuing, unqualified and exclusive right to alter, modify or amend this Declaration or any provisions hereof where in its sole and absolute discretion and opinion it is proper and necessary to do so. Declarant reserves for itself a "Development Period" during which period Declarant reserves the right to facilitate the development, construction, and marketing and the right to direct the size, shape and composition of the subdivision. The Development Period shall be the period of time between January 15, 2007 and the date that Declarant owns less than twenty (20) lots of the estimated 2,700 total lots to be developed.

I. PROPERTY OWNERS ASSOCIATION

- (1) Each and every Owner shall become a member of the Association and membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Use of the roads and common areas in the Property shall be limited to the Owners (and their children under 21 years of age, children under age 24 who are actively enrolled as a full-time student at a college or university, and their accompanied guests) and the Declarant (and its guests or invitees). Each Owner (and the additional parties described hereinabove) or designated Owner is entitled to all rights, privileges and uses of the Common Areas at no cost, provided all fees, fines and dues payable to the Association are current, and to the use of the Recreational Facilities upon such terms and conditions as are set forth by Declarant from time to time.
- (2) The Association shall have the right and authority to: (i) issue rules and regulations applicable to the Common Areas; (ii) collect maintenance fees, late charges, fines, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (iii) implement a process involving lien rights, fines and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations of the Association; and (iv) exercise such other rights granted it under, and in accordance with, the Certificate of Formation and Bylaws of the Association or elsewhere.
- (3) Declarant may, but is not required to, appoint and remove board members and officers of the Association, determine all matters governing the Association, including the occurrence of special or regular meetings of the members, the notice requirements, and rules for those meetings, during a period of Declarant control that shall be the period of time between January 15, 2007 and the date that Declarant owns less than twenty (20) lots of the estimated 2,700 total lots to be developed.

II. ARCHITECTURAL CONTROL COMMITTEE

- (1) Declarant has established (i) design and construction standards for all construction, improvements and landscaping in the Property, including minimal requirements for aesthetic compatibility of the landscaping and the exterior design and color scheme of all structures on the Property and (ii) uniform procedures for the receipt of permit applications, permit issuance and inspection by the Association. An Owner will be required to obtain a copy of these standards before beginning any construction or improvement on a Lot and shall be required to deliver a copy thereto to his or her architect, designer and/or contractor. Each Owner shall comply with these standards in addition to all requirements of any applicable State, County, or municipal construction codes and standards.
- (2) The Board of Directors of the Association shall appoint an Architectural Control Committee ("Committee"), composed of three (3) or more individuals. The Committee shall function as the representative of the Association to provide for and assist in maintenance, preservation and architectural control of improvements to the Property. A majority of the Committee may designate a representative to act for it.

- (3) No improvement or structure of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan (showing the location of such improvements on the Lot) have been submitted to and approved by the Committee. In addition, the Committee may require an Owner to provide evidence of financial ability to complete the proposed improvements.
- (4) The Committee shall review applications for proposed improvements in order to ensure (i) conformity of the proposed improvements with the covenants, conditions and restrictions contained in this Declaration and (ii) harmony of external design thereof in relation to surrounding structures and topography. The Committee shall not have the power or authority to grant variances from any of the terms, conditions and restrictions set forth in this Declaration without the prior written consent of the Board of Directors of the Association and the Declarant. If an application is rejected by the Committee, whether for specific reason(s), for failure to provide sufficient information, or any other reason(s), the Committee will detail the reasons for rejection to assist the applicant to remedy the deficiencies.
- (5) If the Committee fails to approve or reject an application for proposed improvements within forty-five (45) days after actual receipt of an administratively complete application by the Committee, then Committee approval shall be presumed, and the applicant shall be deemed to have fully complied with this Article II. Notwithstanding the foregoing, no such failure to approve or reject shall be deemed an approval of any plans which vary from or conflict with any of the terms, conditions and restrictions set forth in this Declaration.

III. RESTRICTIONS

- (1) A Lot shall not be owned by more than (i) two single persons, (ii) one married couple, or (iii) a single entity, subject to the limitations that follow. Any entity having one or more owners, shareholders, partners, or beneficiaries may own a Lot only if it irrevocably designates to the Association in writing the single person or married couple who will be Owner(s) of the Lot for the purposes of this Declaration. Until such designation identifying the person(s) to be Owner(s) of its Lot, no one may exercise any privileges of ownership associated with such Lot. Two single persons may own a Lot only if they irrevocably designate the single person who will be considered the Owner for the purposes of this Declaration. The other single person will be eligible for club membership at an additional cost which will accord full club privileges and access to all Recreational Facilities. An entity having one or more owners, shareholders, partners or beneficiaries may own a Lot only if it irrevocably designates to the Association in writing the single person or married couple who will be Owners of the Lot for purposes of this Declaration. Until such designation identifying the person(s) to be Owners of its Lot, no one may exercise any privileges of ownership associated with such Lot. A Lot shall not be permanently occupied by more than (i) two single person(s) with or without children or (ii) one married couple with or without children.
- (2) All Lots shall be used for single-family residential purposes only and no other structures or uses shall be permitted except on such Lots as have been, or may be, designated by the Declarant for use as multi-family dwellings, educational facilities, Recreational Facilities, Common Areas, roads or commercial areas or as may otherwise be required for the development of the Property. Declarant reserves unto itself and its assignees the continuing and unqualified sole and exclusive right to develop, build and market multi-dwelling residences for sale as condominiums.
- (3) No commercial activity or use shall be conducted on or from any Lot not designated as a commercial area on a recorded subdivision plat; provided, however, that the sale or resale of Lots, the use of Lots for drill sites or the use of Lots for utility services shall not be considered to be commercial activity. Furthermore, the charging and collecting of golf cart rentals, locker rentals, green fees, and the operation of golf and tennis pro shops, spas, fitness centers, restaurants, grills and other food and beverage facilities, as well as other related activities, shall be expressly permitted within the Recreational Facilities and shall not be deemed to be a violation of the terms of this section. Any areas designated for commercial use are restricted to retail services and convenience uses

including the following: retail, grocery, day care, clothing, banking or financial institutions, sporting goods sales and gasoline sales. Other commercial uses may be permitted by the Declarant which do not detract from the quality of the Property.

- (4) No Lot may be re-subdivided in any fashion except (i) any person owning two or more adjoining Lots may consolidate such Lots into one building site, with the right of constructing improvements as otherwise permitted in this Declaration and (ii) a lot may be subdivided into a maximum of two (2) parcels, with the express prior written consent of the Developer, provided there exists a buyer for the remaining portion of the divided parcel and a Lot contiguous thereto. Consolidation of lots as provided herein shall not affect the manner in which maintenance fees are assessed, except, the Owners of the divided parcel shall pay a pro rata portion of the maintenance fee for the divided parcel. Declarant or an Owner may file correction deeds or other similar corrective instruments to correct any surveying errors and to accurately describe a Lot, and any such corrective action shall not be deemed a violation of this section.
- (5) Each single family residential dwelling constructed shall contain a minimum square feet of heated/cooled floor space in accordance with the specifications in <a href="Exhibit"C" attached hereto. The minimum square footage in each case shall be exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. All residential dwellings must meet the following criteria:
 - (i) No residential dwelling or structure on any Lot shall exceed two (2) stories in height above the highest natural ground level abutting such improvements. A "basement" level is permitted so long as the height restriction herein provided is not exceeded. A finished attic space shall not be considered an additional story, however, such finished attic space shall not contain any deck, balcony, oversized window(s) or exterior exits that extend past the footprint of the foundation or face the front and/or sides of the dwelling.
 - (ii) All residential dwellings shall have at least a 8:12 roof pitch, except for porch covers with a span less than eight (8') feet. Cases where the architectural design calls for a roof pitch of less than 8:12 will be reviewed by the ACC on a case-by-case basis and approved only if the design utilizes premium non-composite roofing materials such as tile, or slate. Metal roofs must be a Standing Seam Type and composite composition roofs must be Class 4 Impact resistant.
 - (iii) All paint and color schemes must conform to the centralized color theme for the development as set forth and approved by the Declarant.
 - (iv) No building shall be constructed or permitted to exist on any Lot unless at least seventy-five percent (75%) of the total exterior, and 75% of the elevation facing the street, other than windows, doors and glassed areas, consists of masonry construction of brick, Palo Pinto sandstone, ledgestone, fieldstone or native types of stone veneer. Up to forty percent (40%) of the masonry construction may be comprised of stucco, however, imitation stucco products such as "Dryvit" or EIFS systems are not permitted. Synthetic stone may be included in the masonry construction, subject, however, to prior approval by the Committee.
 - (v) Any chimney visible from the street shall have an exterior finish of brick, stone or other approved masonry material. All gutters and downspouts on structures shall be the same color as the exterior siding materials or a comparable contrast harmonious with the centralized color theme of the development.
 - (vi) A minimum of three percent (3%) of construction costs shall consist of architectural enhancement of the dwelling's facade. Examples of approved enhancements are leaded glass, cast stone, decorative lighting, contrasting brick or stone, dormers, awnings, custom doors and woodwork. The

foregoing list is by way of example and is not intended to be an exhaustive list, however, the Committee reserves sole and absolute discretion in determining the enhancements which satisfy this requirement.

- (vii) Any and all retaining walls shall be constructed out of Palo Pinto sandstone in the same color and pattern as the theme of the development.
- (viii) No solar collector panels or similar devices may be placed on or around any structure, without the express prior written consent of the Committee.
- (6) All residential dwellings must have at least a two car garage. No garage may exceed twelve (12') feet in height from ground level to the top of the ceiling joists. Front entry garages are not allowed unless they are detached and set behind the main dwelling, with the exception of the Sherwood Addition and patio lots where attached front-entry garages are permitted. Garages located on a corner lot may not face any street. Garages or other approved outbuildings which may be detached from the main dwellings are specifically required to conform to the construction requirements of paragraph 5.
- (7) An Owner shall grade the Lot in a manner which insures proper drainage and remove all debris from the Lot before a certificate of occupancy will be issued by the Committee. Within ninety (90) days of completion of the exterior of a residential dwelling on a Lot, the Owner shall landscape and cover the soil with mulch, grass, vegetation and/or shrubbery of a monetary cost equal to three percent (3%) of the construction cost of the building. In addition to the foregoing landscaping requirement, the Owner shall (a) cause to be planted in the front yard, a minimum of two (2) hardwood trees, at least three (3) inches in diameter, and (b) professionally install an in-ground irrigation system of a size and type sufficient to adequately supply irrigation to the front and side yards and any area visible from the street, Common Areas or the Golf Course. The cost of hardwood trees and in-ground irrigation system is in addition to and is not to be considered a part of the three percent (3%) landscaping requirement. If two (2) or more hardwood trees already exist in the front yard, the Owner will not be required to plant any additional hardwood trees. The design and location of all exterior lighting fixtures, including seasonal decorative lighting, shall be subject to the approval of the Committee.
- (8) All improvements must be constructed "on-site" and all construction must be of new materials, except stone, brick, inside structural material or other materials used for decorative effect, provided, such use is approved in writing by the Committee.
- (9) With prior written approval of the Committee, detached garages, dog houses, gazebos, swimming pools and storage buildings may be constructed on a Lot, subject, however, to (a) the masonry, color and roof pitch requirements of Article III, paragraph (5) of this Declaration, (ii) the restrictions of Article III, paragraph (8) of this Declaration, where applicable, (iii) the setback requirements of Article III, paragraph (11) and (iv) only if a residential dwelling is located on such Lot or is under construction thereon. Swimming pools must be in-ground and enclosed by a fence, subject, however to the restrictions of Article III, paragraph (10) of this Declaration. Garages, gazebos and approved storage buildings must maintain harmony of external design with the principal residence, have a concrete slab foundation, and be constructed of roofing and siding materials that match the principal residence as closely as possible. Storage buildings may not exceed ten (10') feet by twelve (12') and be no more than twelve (12') feet high from ground level to the top of the ceiling joists. No more than one storage building may be constructed on a Lot. Carports are not allowed on any Lot. Overhead doors on approved storage buildings or similar structures are strictly prohibited.
- (10) Fences may be constructed on a Lot only with prior written approval of the Committee, may not create a safety hazard or create a sight-line hazard at any street intersection and may not be closer to the front Lot line than the front of the residential dwelling. Chain link, cable or wire fences or other similar type fences are prohibited. All fences shall be of a design and color that is compatible with the overall design and theme of the development. Privacy enclosures to screen personal items are only permitted (i) on the rear portion of a Lot containing a residential dwelling, provided the privacy screen is not more that seven (7') feet high, encloses an area no greater than

i

three hundred (300) square feet and is attached to a residential dwelling, or (ii) with consent of the Committee because a Lot abuts a Recreational Facility other than a golf course or because the fence may unreasonably affect an adjoining Property owner's view. All fences erected on Lots that abut a lake, the golf course, or Rock Creek Boulevard shall be of a uniform design and must be constructed in accordance with the specific standards required by the Committee. All fences shall be completed within three (3) months from the commencement date thereof. Missing boards on wood fences must be replaced within fourteen (14) days of receiving notice from the Association. Any fence leaning more than ten (10) degrees from perpendicular must be repaired, replaced or removed within sixty (60) days of receiving notice from the Association. Leaning fences may be temporarily repaired with braces which shall only be used on the inside of the fence on the owner's property. No braces may be used on the outside of a fence or on the public right-of-way. "Temporary" shall be for a period not to exceed two (2) weeks from the date of the above notice.

- (11) No improvements shall be constructed on a Lot within the minimum setback requirements specified on <u>Exhibit "C"</u> attached hereto, unless otherwise indicated on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Grayson County, Texas. Notwithstanding the above, fences may be constructed on the lot lines. No improvements shall be constructed within ten (10') feet of any power lines on any Lot.
- (12) Any improvement (other than fences) commenced upon a Lot shall be completed within eight (8) months from the commencement date thereof. No building materials of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.
- (13) An Owner of a Lot shall not change or otherwise alter the appearance of any portion of the exterior of a residential dwelling or other improvements on a Lot, unless such decoration, change or alteration is first approved, in writing, by the Committee, as provided in Article II, hereof.
- (14) Concrete driveways shall be required on improved Lots. The width of the driveway shall be subject to approval by the Committee. The minimum acceptable width shall be fourteen (14') feet. A sidewalk in a size, shape and material approved by the Committee shall be constructed connecting the front entrance of the residential dwelling to the driveway. Culverts in a size, design and material approved by the Committee are required for all driveways.
- (15) Sewage collection and disposal is provided by a central sewer system servicing all Lots. No outside toilet, individual septic system or privy shall be erected or maintained on any Lot. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central sewer system.
- (16) Potable water is supplied by a central water system serving all Lots. No individual wells may be drilled on any Lot for any purpose. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central water system.
- (17) An Owner of a Lot abutting or adjacent to a lake, the golf course, or Rock Creek Boulevard shall not place any fence or other improvements (other than the dwelling) which is visible from the lake or the golf course without the prior written approval of the Committee. No Owner of any Lot shall extend any pipes or other devices from the Lot to a lake or golf course for the purposes of extracting water or discharging fluids. No garage, permitted outbuilding or similar structure will have an opening or aperture which is visible from the golf course.
- (18) An Owner of a Lot abutting or adjacent to golf course fairways or greens (and their guests), shall be obligated to refrain from any actions that unreasonably disturb play, or the enjoyment of the golf course, by members and guests thereof, including, without limitation, retail sales or solicitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. Radios, tape or record players, telephone, horns or bells shall not be operated in an unreasonably

loud manner on any portion of the Property located within a distance of one hundred (100) feet from the boundary of the golf course.

- (19) No recreational vehicle, bus or other vehicle, boat, trailer, tent, shack, barn, tree house, approved storage building or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent.
- (20) There is reserved for Declarant, the Association, and their assigns, a ten (10') foot wide utility and drainage easement along the front and rear lot lines of each Lot and a five (5') foot utility and drainage easement along the side lot lines of each Lot (unless otherwise designated on a recorded subdivision plat) for the installation and maintenance of utilities, irrigation transfer, petroleum collection, and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of an Owner situated within any such easement. The easement area of each Lot shall be maintained by the Owner thereof except for those improvements for which a public authority or utility company assumes responsibility.
- (21) Central mail receipt facilities shall be installed by the U.S. Post Office or the Association of such size, color and design as the Post Office and/or Association deem appropriate. No individual mailboxes shall be permitted on any Lot.
- (22) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other Owners, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, including Common Areas, other homesites, easement areas or residences. Without limiting the generality of the foregoing provision, devices emitting excessive noise, noisy or smoky vehicles, and devices which interfere with television or radio reception of any Owner shall be considered offensive. Nor shall there be maintained any plants, poultry, animals or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.
- (23) Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled. No junk, debris materials of any kind shall be stored on a Lot other than in an approved enclosed structure, which shall be attached to the principal dwelling or in a manner that is visible from any other Lot, Common Area, street, easement or amenity area. Firewood and bicycles may be stored in rear yards only, provided they are not visible from any golf course, Common Area, easement, street or amenity area. No trash or refuse shall be allowed to accumulate and remain upon any Lot. Trash shall be kept only in sanitary containers with lids or covers, located on the rear of the Lot in appropriate areas screened or concealed from public view and shall be of such construction so as to prevent intrusion by animals. Propane tanks are permitted only if enclosed and not visible to the public. In the event any lot is not properly maintained, or cleaned up within thirty (30) days after receipt of written notice of a violation hereunder, the Association may clean up such lot or hire outside services to do so and charge the lot owner for such services. Unpaid fees shall become a charge and lien upon such lot.
- (24) No farm animals will be allowed within the Property. Household pets shall be permitted on any Lot improved with a permanent dwelling provided they are not kept, bred or maintained for commercial purposes. No more than a total of three (3) household pets may be permanently kept at any residence. Household pet is defined as a domestic animal or pet commonly kept as a pet, which can be purchased in the average local pet store. No pet shall be allowed to roam free. Owners are responsible for removal and proper disposal of their pet feces from the Lot, adjoining lots, the Common Areas and the Recreational Facilities. When out-of-doors, pets must be either (i) fenced in, (ii) kept in a humane enclosure, approved by the Committee, or (iii) kept on a

- leash. No pet shall be kept within the Property which creates a public nuisance and any such pet determined by the Association to be such a nuisance shall be removed therefrom within five (5) days of the date the owner thereof is notified in writing of that decision..
- (25) No ground fires shall be built or maintained on any Lot. Burning of trash within the Property is prohibited. Patio fireplaces and fire pits are allowed only with prior written approval of the Committee.
 - (26) No camping shall be permitted within the Property.
- No signs, advertising devices of any character, or ornaments shall be erected, posted or displayed upon, in or about any lot or dwelling by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, (i) prior to the issuance of a Permit (as hereinafter defined), (ii) anywhere other than the exact location described in the Permit, or (iii) on a Lot without a residence (or a residence under construction). General contractor's signs and residential "for sale" sign shall be permitted on improved Lots provided they are (i) professionally prepared, (li) not larger than 24" by 36" in size, (iii) staked to the ground, and (iv) in compliance with all rules and regulations of the Association as may from time-to-time be promulgated for issuance of a sign permit (a "Permit"). A sign permitted by the Committee may remain on a Lot for a period of six (6) months from the date of issuance of the Permit. The Association shall have the right, without the prior consent of the Lot Owner or the owner and/or provider of the sign, to remove any sign on any Lot if (a) no Permit has been issued, (b) an issued Permit has expired or (c) the sign has become mutilated, damaged or disfigured so as to become unsightly. The Association shall have no liability to the Lot Owner or the owner and/or provider of the Sign for damages to the sign or damages arising from the removal of the sign. Under no circumstances and in no event will any sign be permitted on the rear of lots abutting the golf course. A public bulletin board shall be provided for posting lost and founds, garage sales and other items of community interest.
 - (28) Discharging of firearms or fireworks within the Property is prohibited.
- (29) Hunting and fishing within the Property is prohibited. The lakes within the Property are not designed for fishing, boating, swimming or bathing purposes and the same is prohibited. No water may be withdrawn from any lake for any reason.
- All television, radio or other antennae shall be located within the interior of a dwelling. Satellite dishes or similar transmitting or receiving devices will not be permitted within the Property; provided, however, satellite dishes not exceeding one (1) meter in diameter may be attached to a dwelling if approved in writing by the Committee, subject only to valid safety restrictions and reasonable restrictions for screening and location. Electric meters and air conditioner units shall be screened from view. No lawn furniture shall be maintained in the front or side yards of any lot except if shielded by landscaping, an approved wall or as otherwise expressly approved by the Committee. No lawn ornaments shall be permitted on any lot, unless (i) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level, and (ii) such item is no taller than the fence. No play equipment, including, without limitation, swing sets, jungle gyms, basketball backboards, basketball hoops and or other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling or otherwise installed on any Lot except if shielded from view from the street or the golf course and placed in such a manner as to not constitute a nuisance to adjoining Owners. Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot. No clotheslines or drying yards shall be located within the Property.
- (31) Seasonal holiday lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Association's sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a dwelling that are not displayed in a window, lights and decorations that are

erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than four (4) weeks in advance of that specific holiday and must be removed within fourteen (14) days after the holiday has ended.

- Parking on the streets within the Property by Owners or their guests and invitees is prohibited (other than occasional periods of less than four (4) hours). Parking on Rock Creek Boulevard is strictly prohibited for any time period. All vehicles must be parked in a garage or on the driveway of a Lot; provided, however, that neither the driveway, nor front or back yards of Lots shall be used to park or store vehicles having commercial registration or displaying commercial information , vehicles without a current and valid registration, trucks in excess of one (1) ton, damaged, wrecked or inoperable cars, buses, machinery, equipment, trailers, boat trailers, campers, vans, horse trailers, recreation vehicles, boats, personal watercraft, and/or airplanes. Lumber, supplies or other materials may not be stored on a lot (temporarily or permanently). Notwithstanding the above, passenger vans, boats, personal watercraft and passenger vehicles may be stored in a completely enclosed garage which complies with the provisions of Article III paragraph 9 of this Declaration. This covenant does not preclude an Owner from performing minor repairs upon such vehicles owned by him or her located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles on any such Lot by invited guests and visitors of an Owner for period not exceeding two (2) days. Gravel driveways and parking areas are strictly prohibited.
- (33) All posted traffic signs within the Property must be obeyed. Violations of any posted traffic signs will subject violators to a fine in an amount commensurate with the severity of the offense.
- (34) Personal entrances from any road outside the boundaries of the Property to any Lot are prohibited. Perimeter fences may not be cut or removed by any party except by Declarant or the Association.
- The lease or rental of an improved Lot shall not be considered to be a violation of this Declaration provided that the lease (i) is for not less than the entire Lot and all the improvements thereon, (ii) is for a term of at least six (6) months, (iii) not occupied by more than two (2) single people or six (6) people if they are members of the same family and (iv) is otherwise in compliance with the Association's rules and regulations. Any lease agreement between an Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provision of this Declaration, Certificate of Formation, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Association with copies of such lease. The Association may evict tenants upon reasonable notice for a major violation or repeated minor violations of the provisions of the Bylaws, the Association's rules and regulations, this Declaration or any other document or instrument governing the Property. Lessees shall have the right to use the Common Areas only after their application for such privilege is approved by the Association. Any lessee, approved by the Association, shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder, including without limitation, payment of any and all applicable fines or fees. The Owner shall be jointly and severally liable with the tenant to pay for any claim for injury or damage to persons or Property caused by any action or omission, including, without limitation, the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association, whether before or after the date of such lease.
- (36) No oil or mineral drilling, refining, storage, quarrying or mining operations of any kind shall be permitted on any Lot.
- (37) Any dwelling or permitted outbuilding on any Lot which may be destroyed in whole or part by fire, windstorm or for any other cause or act of God, must be rebuilt in accordance with the requirements of this Declaration, to specifically include but not limited to paragraph 5, or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however,

that in no event shall debris remain longer than two (2) months. Should an Owner not conform to this provision, the Association is entitled to accomplish necessary repairs, reconstruction or clean-up according to its best judgment, and levy an assessment upon the Owner for any and all costs or repair, reconstruction or clean-up.

IV. COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

- Restrictions, the Declarations, the Bylaws and the rules, regulations and decisions of the Association, adopted pursuant thereto and as the same may be amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for (i) imposing fines, (ii) suspending voting rights or rights to use Common Areas and Recreational Facilities or (iii) an action to recover sums due for damages or injunctive relief or both, and for reimbursement of all costs and attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate. Enforcement of these covenants and restrictions may be by any person or persons owning a Lot, by the Association or the Committee (through any of its members) or by the Declarant, against any person or persons violating or attempting to violate any covenant or restriction herein contained. Failure of the Association, Committee, Declarant, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.
- (2) The Association may levy a fine in an amount commensurate with the severity of the offense, as determined by the Association in its sole and absolute discretion, against any Owner who is determined by the Association to be in violation of any of these restrictive covenants. The Owner shall be notified in writing of the determination of the Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s) or establish to the Committee's satisfaction that no violation exists. If the violation is not corrected within said ten (10) day period, the fine shall be assessed against the Owner beginning with the date of notification and shall accrue until such correction. The imposition of a fine may result in a lien against the Lot and/or suspension of rights to use the Common Areas and/or Recreational Facilities.
- (3) Each and every Owner covenants and promises to pay to the Association, when due, any and all dues, fines, charges and fees assessed by the Association. Any dues, fines, charges and/or fees not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of ten dollars (\$10.00) or such other or additional amounts as may be set by the Association and permitted by applicable law. Each and every Owner covenants and agrees that the Association and its successors and assigns shall have a lien upon their Lot(s) to secure the payment of any dues and fees and any reasonable court costs and attorneys' fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing of a statement by the Association in the Public Records of Grayson County, Texas. Such lien shall be and is subordinate and inferior only to assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and amounts due under any first lien deed of trust duly recorded prior to the recordation of any lien assessment as provided herein.
- (4) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with interest thereon at the rate per annum set by the Association, not to exceed the maximum rate allowed by law, and costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien on the lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by the sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his or her Lot.

- (5) In the event of default in payment of any dues, fine, charge, levy, assessment or interest thereon in accordance with the terms hereof, the Association may elect to sell such Lot pursuant to Section 51.002 of the Texas Property Code, or any applicable successor legislation thereto. Each Owner by accepting title to a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to Owner, a private power of nonjudicial sale to be exercised in accordance with Texas Property Code § 51.002, as it may be amended. The Board of Directors may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board of Director's meeting.
- (6) No sale, transfer, lease or disposition of any Lot shall be consummated unless and until the name and address of the purchaser or transferee has been provided to the Association. The original Owner of a Lot shall remain personally liable for all fees and assessments accrued hereunder until prior to the new owner's name is entered into the Association's records. In addition, a lien for such fees and assessments attaches to the Lot and exists after the transfer of ownership.
- (7) Violation of, or failure to comply with, the covenants and restrictions contained herein shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the Lot. Invalidation of any one of the covenants or restrictions contained herein, or any portion thereof, by a judgment or court order shall not affect any of the other covenants or restrictions herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation, promulgated by any governmental agency which may have jurisdiction over the Property, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in a Lot shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to these covenants and restrictions
- (8) This Declaration and the covenants and restrictions herein shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any Lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a Lot, shall thereby agree and covenant to abide by and perform all of the covenants and restrictions set forth herein.
- (9) The power to amend the Covenants, Conditions and Restrictions is retained by Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the 13th day of November, 2018.

Double Diamond, Inc.:

R. Mike Ward, Presiden

STATE OF TEXAS
COUNTY OF DALLAS

SWORN TO AN SUBSCRIBED IN MY PRESENCE this 13th day of November, 2018, by R. Mike Ward, President of Double Diamond, Inc., a Texas corporation, for and on behalf of said company.

Notary Public, State of Texas

ELLEN C. VERVILLE
Notary Public, State of Texas
Comm. Expires 11-01-2022
Notary ID 131781446

EXHIBIT A

* * PROPERTY DESCRIPTION * *

All that certain tract or parcel of land situated in the A.T. Gayle Survey, Abstract Number 445, the Thomas Toby Survey, Abstract Number 1239, the Thomas Toby Survey, Abstract Number 1240, the Dionisio Yglesia Survey, Abstract Number 1393 and the John Murphy Survey, Abstract Number 799 County of Grayson, State of Texas, said tract being all of a 605.081 acre tract as described in Deed to Double Diamond Inc., filed 18 July 2005, and Recorded in Volume 3893 Page 767, and all of a 336.300 acre tract as described in Deed to Double Diamond Inc., filed 18 July 2005, and Recorded in Volume 3893 Page 753, and all of a 88.678 acre tract as described in Deed to Double Diamond Inc., filed 18 July 2005, and Recorded in Volume 3893 Page 742, and all of a 31.129 acre tract as described in Deed to Double Diamond Inc., filed 18 July 2005, and Recorded in Volume 3893 Page 762, and all of a 10.000 acre tract as described in Deed to Double Diamond Inc., filed 03 August 2005, and Recorded in Volume 3904 Page 711, and all of a 96.051 acre tract as described in Deed to Double Diamond Inc., filed 18 July 2005, and Recorded in Volume 3893 Page 748, and all of a 72.987 acre tract as described in Deed to Double Diamond Inc., filed 12 December 2005, and Recorded in Volume 3974 Page 75, and all of a 0.785 acre tract as described in Deed to Double Diamond Inc., filed 03 August 2005, and Recorded in Volume 3904 Page 707 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the southeast corner of the tract being described herein at a set survey mark nail with a washer marked Cox 4577, said nail being the southeast corner of said 605.081 acre tract, and the southwest corner of a tract as described in Deed to Jerry L. Rich, et ux, Millie Ann Rich filed 17 December 1968, and Recorded in Volume 1122 Page 816 of said Deed Records, said nail also being on the north Right-of-Way line of Farm-to-Market Road Number 901 as described in Deed to The State of Texas, filed 20 July 1962, and Recorded in Volume 959 Page 364 of said Deed Records, said nail also being in the center line of Rock Creek Road (asphalt surfaced public road);

Thence: With the south line of said 605.081 acre tract, and with the north ROW line of FM 901, the following 12 (Twelve) calls;

- 1. North 87 degrees 53 minutes 00 seconds West, a distance of 26.00 feet to a set 1\2 inch Steel Square Tubing with a plastic cap marked Cox 4577 for a corner;
- 2. South 02 degrees 29 minutes 58 seconds West, a distance of 22.37 feet to a set 1\2 inch Steel Square Tubing with a plastic cap marked Cox 4577 for a corner;
- 3. South 72 degrees 33 minutes 58 seconds West, a distance of 135.35 feet to a found State of Texas Concrete Monument for a corner;
- 4. South 89 degrees 43 minutes 39 seconds West, a distance of 599.99 feet to a found State of Texas Concrete Monument for the start of a curve, with a radius of 11,409.16 feet;
- 5. Chord Bearing on North 89 degrees 03 minutes 30 seconds West, a distance of 487.86 feet, for an Arc Length of 487.90 feet to a found State of Texas Concrete Monument for a corner;
- 6. North 87 degrees 49 minutes 08 seconds West, a distance of 1282.39 feet to a found State of Texas Concrete Monument for a corner;
- 7. North 87 degrees 28 minutes 38 seconds West, a distance of 1614.96 feet to a found State of Texas Concrete Monument for the start of a curve with a radius of 1086.78 feet;

8. Chord Bearing of North 42 degrees 56 minutes 51 seconds West, a distance of 1533.63 feet, for an Arc Length of 1702.43 feet to a found State of Texas concrete Monument for a corner;

9. North 00 degrees 00 minutes 04 seconds East, a distance of 289.71 feet to a found State of Texas concrete Monument for a corner;

10. North 01 degrees 55 minutes 49 seconds East, a distance of 800.42 feet to a found State of Texas Concrete Monument for a corner;

11. North 03 degrees 49 minutes 29 seconds East, a distance of 300.09 feet to a found State of Texas Concrete Monument for a corner;

12. North 01 degrees 58 minutes 11 seconds East, a distance of 768.94 feet to a found 1\2 inch Steel Rebar for the northwest corner of said Pockrus 455.739 acre tract, and the southwest corner of a 234.49 acre tract as described in Tract 2 in Deed to R.L. Huffhines et ux, Hazel Lucille Huffhines, filed 25 October 1994, and Recorded in Volume 2364 Page 370 of said Deed Records;

Thence: With a north line of said 605.081 acre, and with an old wire fence line, the following 5 (five) calls;

- 1. South 85 degrees 41 minutes 44 seconds East, a distance of 450.75 feet for a corner;
- 2. South 85 degrees 57 minutes 37 seconds East, a distance of 493.10 feet for a corner;
- 3. South 86 degrees 58 minutes 29 seconds East, a distance of 588.48 feet for a corner;
- 4. South 88 degrees 14 minutes 48 seconds East, a distance of 595.43 feet for a corner;
- 5. North 88 degrees 58 minutes 26 seconds East, a distance of 474.09 feet to a found 1\2 inch Steel rebar for an ell corner of said Pockrus tract, and the southeast corner of said Huffhines tract;

Thence: North 03 degrees 38 minutes 43 seconds East, with the east line of said Huffhines tract, a distance of 1063.03 feet to a wood fence corner post for a corner;

Thence: North 01 degrees 05 minutes 09 seconds East, with the east line of said Huffhines tract, a distance of 836.03 feet to a wood fence corner post for a corner on the north line of said Gayle Survey, and the south line of said Toby Survey;

Thence: North 01 degrees 34 minutes 16 seconds East, with the east line of said Huffhines tract, a distance of 2009.95 feet to a found 1\2 inch Steel Rebar at the base of a wood fence corner post for a corner;

Thence: North 01 degrees 57 minutes 32 seconds East, with the east line of said Huffhines tract, a distance of 635.73 feet to a found 1\2 inch Steel Rebar at the base of a wood fence corner post on the south line of said 336.200 acre tract;

Thence: North 88 degrees 22 minutes 23 seconds West, with the south line of said 336.200 acre tract, a distance of 1332.05 feet to a set 1\2 inch Steel Square Tubing for the southwest corner of said 336.200 acre tract, and the southeast corner of a tract as described in Deed to Dale Bush, filed 02 August 1979 and Recorded in Volume 1483 Page 404 of said Deed Records;

Thence: North 02 degrees 01 minutes 28 seconds East, with the east line of said Bush tract, and along an old wire fence line, a distance of 2352.01 feet to a set 1\2 inch Steel Square Tubing in the center line of a Branch of Rock Creek;

Thence: With the center line of a Branch of Rock Creek, the following 34 Calls;

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1. North 74 degrees 01 Minutes 57 Seconds West, a distance of 29.87 feet;
2. North 49 degrees 09 Minutes 02 Seconds West, a distance of 92.44 feet;
3. South 14 degrees 59 Minutes 56 Seconds West, a distance of 48.95 feet;
4. South 40 degrees 44 Minutes 51 Seconds East, a distance of 53.77 feet;
5. South 79 degrees 29 Minutes 51 Seconds West, a distance of 71.97 feet;
6. North 06 degrees 53 Minutes 10 Seconds West, a distance of 40.87 feet:
7. South 54 degrees 11 Minutes 40 Seconds West, a distance of 101.09 feet;
8. North 54 degrees 09 Minutes 24 Seconds West, a distance of 48.43 feet;
9. South 33 degrees 27 Minutes 49 Seconds West, a distance of 102.51 feet;

    North 68 degrees 21 Minutes 19 Seconds West, a distance of 29.76 feet;

11. South 86 degrees 38 Minutes 07 Seconds West, a distance of 69.30 feet;
12. North 19 degrees 00 Minutes 40 Seconds West, a distance of 25.78 feet;
13. North 03 degrees 18 Minutes 33 Seconds West, a distance of 86.12 feet;
14. South 35 degrees 23 Minutes 44 Seconds West, a distance of 88.54 feet;
15. North 59 degrees 50 Minutes 31 Seconds West, a distance of 85.10 feet;
16. South 48 degrees 13 Minutes 52 Seconds West, a distance of 117.91 feet;
17. North 33 degrees 39 Minutes 07 Seconds West, a distance of 152.93 feet;
18. South 58 degrees 30 Minutes 27 Seconds West, a distance of 43.20 feet;
19. North 44 degrees 07 Minutes 30 Seconds West, a distance of 64.01 feet;
20. South 19 degrees 11 Minutes 05 Seconds West, a distance of 38.38 feet;
21. North 48 degrees 41 Minutes 01 Seconds West, a distance of 94.39 feet;
22. North 66 degrees 49 Minutes 44 Seconds West, a distance of 58.56 feet;
23. North 28 degrees 13 Minutes 56 Seconds West, a distance of 33.29 feet;
24. North 85 degrees 09 Minutes 41 Seconds West, a distance of 37.54 feet;
25. North 58 degrees 05 Minutes 34 Seconds West, a distance of 57.51 feet;
26. North 05 degrees 43 Minutes 17 Seconds West, a distance of 72.96 feet;
27. South 52 degrees 46 Minutes 59 Seconds West, a distance of 47.14 feet;
28. South 87 degrees 29 Minutes 37 Seconds West, a distance of 18.68 feet;
29. North 76 degrees 54 Minutes 16 Seconds West, a distance of 67.21 feet;
30. North 26 degrees 53 Minutes 59 Seconds East, a distance of 50.13 feet;
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31. North 80 degrees 18 Minutes 30 Seconds West, a distance of 62.03 feet;
32. North 57 degrees 59 Minutes 21 Seconds West, a distance of 75.63 feet;
33. North 80 degrees 24 Minutes 06 Seconds West, a distance of 23.27 feet;
34. South 53 degrees 28 Minutes 56 Seconds West, a distance of 31.28 feet;

35. North 64 degrees 49 Minutes 15 Seconds West, a distance of 6.11 feet to a set $1\2$ inch Steel Square Tubing for a corner;

Thence: North 02 degrees 44 minutes 01 seconds East, with the west line of said Thomas Toby Surveys, a distance of 868.56 feet to a found Pipe for a corner, and the southeast corner of a tract as described in Deed to Carolyn Jo Sprecher, filed 13 July 1992 and Recorded in Volume 2221 Page 359 of said Deed Records, said pipe also being at a turn in Burrows Chapel Road;

Thence: North 54 degrees 45 minutes 30 seconds East, along and near an old wire fence line, a distance of 293.46 feet to a set 1\2 inch Steel Square Tubing to a set 1\2 inch Steel Square Tubing for a corner in Fosters Spring Branch;

Thence: With the center line of said Fosters Spring Branch, the following 45 calls;

- 1. North 45 degrees 41 minutes 28 seconds East, a distance of 33.86 feet; 2. North 81 degrees 23 Minutes 01 Seconds East, a distance of 17.50 feet; 3. North 28 degrees 47 Minutes 24 Seconds East, a distance of 88.77 feet; 4. North 89 degrees 43 Minutes 07 Seconds East, a distance of 46.28 feet; 5. North 30 degrees 01 Minutes 38 Seconds East, a distance of 57.74 feet;
- 6. North 56 degrees 27 Minutes 31 Seconds East, a distance of 41.98 feet;
- 7. North 48 degrees 13 Minutes 12 Seconds East, a distance of 72.89 feet;
- 8. North 42 degrees 04 Minutes 25 Seconds East, a distance of 47.23 feet;
- 9. North 22 degrees 21 Minutes 26 Seconds East, a distance of 40.47 feet;
- 10. North 73 degrees 09 Minutes 56 Seconds East, a distance of 36.26 feet;
- 11. North 34 degrees 54 Minutes 06 Seconds East, a distance of 64.69 feet; 12. North 43 degrees 00 Minutes 04 Seconds East, a distance of 54.65 feet;
- 13. North 12 degrees 17 Minutes 00 Seconds East, a distance of 56.50 feet;
- 14. North 39 degrees 59 Minutes 46 Seconds East, a distance of 134.64 feet;
- 15. North 66 degrees 22 Minutes 07 Seconds East, a distance of 101.83 feet;
- 16. North 07 degrees 34 Minutes 59 Seconds East, a distance of 37.30 feet;
- 17. North 35 degrees 28 Minutes 41 Seconds East, a distance of 78.70 feet;
- 18. North 47 degrees 46 Minutes 59 Seconds East, a distance of 39.18 feet;
- 19. North 31 degrees 38 Minutes 17 Seconds West, a distance of 48.70 feet;
- 20. North 69 degrees 27 Minutes 13 Seconds East, a distance of 73.85 feet;
- 21. North 77 degrees 33 Minutes 56 Seconds East, a distance of 38.33 feet;
- 22. North 28 degrees 08 Minutes 33 Seconds West, a distance of 68.03 feet;
- 23. North 72 degrees 55 Minutes 45 Seconds East, a distance of 79.59 feet;
- 24. South 85 degrees 43 Minutes 39 Seconds East, a distance of 70.61 feet; 25. North 14 degrees 32 Minutes 42 Seconds East, a distance of 79.22 feet;
- 26. North 81 degrees 57 Minutes 14 Seconds East, a distance of 75.44 feet;
- 27. South 60 degrees 54 Minutes 39 Seconds East, a distance of 37.61 feet;
- 28. North 65 degrees 28 Minutes 04 Seconds East, a distance of 91.83 feet;
- 29. South 82 degrees 08 Minutes 01 Seconds East, a distance of 86.60 feet;
- 30. North 43 degrees 42 Minutes 11 Seconds West, a distance of 48.33 feet;

- 31. South 13 degrees 06 Minutes 03 Seconds East, a distance of 46.89 feet;
- 32. South 49 degrees 17 Minutes 10 Seconds East, a distance of 67.03 feet;
- 33. North 79 degrees 49 Minutes 04 Seconds East, a distance of 41.08 feet;
- 34. North 64 degrees 40 Minutes 51 Seconds East, a distance of 50.92 feet;
- 35. North 07 degrees 44 Minutes 19 Seconds East, a distance of 71.64 feet;
- 36. South 54 degrees 25 Minutes 50 Seconds East, a distance of 39.89 feet;
- 37. North 39 degrees 21 Minutes 28 Seconds East, a distance of 83.71 feet;
- 38. North 41 degrees 39 Minutes 26 Seconds East, a distance of 57.81 feet;
- 20. North 20 damage 29 Minutes 10 Cascada Fast a distance of 57.01 feet,
- 39. North 20 degrees 28 Minutes 19 Seconds East, a distance of 95.49 feet;
- 40. North 05 degrees 24 Minutes 15 Seconds East, a distance of 40.42 feet;
- 41. North 41 degrees 08 Minutes 59 Seconds East, a distance of 80.25 feet;
- 42. North 13 degrees 34 Minutes 27 Seconds East, a distance of 82.37 feet;
- 43. North 30 degrees 06 Minutes 22 Seconds East, a distance of 65.71 feet;
- 44. North 42 degrees 27 minutes 24 seconds East, a distance of 44.89 feet to corner a tract (LAKE TEXOMA) as described in Deed to The United State of America, and Recorded in Volume 440 Page 252 of said Deed Records;

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Thence: South 88 degrees 25 minutes 41 seconds East, and with a line of said USA tract, a distance of 316.96 feet to a found 2 inch Iron Bar for a corner of said Hill tract, and USA tract;

Thence: With a south line of said USA tract, the following 6 (six) calls;

- 1. South 03 degrees 17 minutes 47 seconds West, a distance of 1795.31 feet to a USA Monument;
- 2. South 87 degrees 34 minutes 14 seconds East, a distance of 21.86 feet to a USA Monument;
- 3. South 02 degrees 25 minutes 46 seconds West, a distance of 691.42 feet to a USA Monument;
- 4. South 87 degrees 34 minutes 14 seconds East, a distance of 639.66 feet to a USA Monument;
- 5. North 47 degrees 59 minutes 20 seconds East, a distance of 1005.91 feet to a USA Monument;
- 6. North 02 degrees 18 minutes 19 seconds East, and passing at 730.84 feet a found USA Concrete Monument, and continuing on said course for a total distance of 899.16 feet to a set 1\2 inch Steel Square Tubing in the center line of a Branch of Rock Creek, said tubing being the southwest corner of said 88.678 acre tract;

Thence: North 02 degrees 50 minutes 51 seconds East, with the line of said USA tract, a distance of 1182.37 (1229.84') feet to a Corp-of-Engineers Concrete Monument for a corner;

Thence: North 29 degrees 26 minutes 27 seconds East, with the east line of said USA tract, and with an old wire fence line, a distance of 1637.25 feet to a found Corp-of-Engineers Concrete Monument for the northwest corner of said 88.678 acre Tract;

Thence: South 87 degrees 49 minutes 24 seconds East, and with a line of said USA tract, a distance of 1101.10 feet to a found Corp-of-Engineers Concrete Monument for a corner in Rock Creek Road;

Thence: South 03 degrees 05 minutes 23 seconds West, a distance of 42.90 feet to a found 1\2 inch Steel Rebar for the northwest corner of said 31.129 acre tract;

Thence: South 87 degrees 08 minutes 42 seconds East, with the north line of said 31.129 acre tract, a distance of 1139.05 feet to a found 1\2 inch Steel Tubing for the southwest corner of said 96.051 acre tract;

Thence: North 02 degrees 51 minutes 10 seconds East, a distance of 1343.30 feet to a found 1\2 inch Steel Square Tubing for a corner;

Thence: North 88 degrees 32 minutes 06 seconds West, a distance of 455.46 feet to a found Corps-of-Engineers Concrete Monument for a corner of said 96.051 acre tract;

Thence: North 13 degrees 09 minutes 48 seconds East, a distance of 1424.30 feet to a USA Monument for a corner;

Thence: South 86 degrees 54 minutes 48 seconds East, with a south line of said USA tract, a distance of 1749.54 feet to a found Corps-of-Engineers concrete monument for a corner of said USA tract;

Thence: South 03 degrees 38 minutes 42 seconds West, and a line of said U.S.A. tract, a distance of 1318.97 feet to a found Corps-of-Engineers concrete monument for a corner of said U.S.A. tract;

Thence: South 88 degrees 00 minutes 55 seconds East, with the north line of said 72.987 acre tract, and a line of said USA tract, a distance of 1040.20 feet for a corner;

Thence: North 16 degrees 38 minutes 12 seconds East, a distance of 1135.00 feet for a corner;

Thence: North 38 degrees 05 minutes 42 seconds East, a distance of 961.00 feet for a corner;

Thence: South 42 degrees 31 minutes 15 seconds East, a distance of 1561.31 feet for a corner;

Thence: South 33 degrees 32 minutes 18 seconds West, a distance of 1801.49 feet for a corner;

Thence: South 07 degrees 36 minutes 43 seconds East, a distance of 837.79 feet for a corner;

Thence: South 08 degrees 48 minutes 56 seconds West, a distance of 1121.73 feet for a corner;

Thence: South 86 degrees 27 minutes 43 seconds West, a distance of 850.03 feet for a corner;

Thence: North 09 degrees 40 minutes 18 seconds West, a distance of 460.58 feet for the southeast corner of said 72.987 acre tract;

Thence: North 87 degrees 13 minutes 35 seconds West, with the south line of said 72.987 acre tract, a distance of 1208.70 feet to a found Corps-of-Engineers Concrete Monument for an ell corner of said USA tract;

Thence: South 06 degrees 34 minutes 18 seconds West, with the west line of said U.S.A. tract, a distance of 400.98 feet to a Pipe Fence corner Post for the occupied northeast corner of a tract as described in Deed to MP Interests, filed 20 March 1997, and Recorded in Volume 2531 Page 140 of said Deed Records;

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Thence: North 81 degrees 21 minutes 43 seconds West, with the south line of said 72.987 acre tract, and the north line of said MP tract, a distance of 319.58 feet to an 8 inch Black Jack Tree for a corner;

Thence: North 09 degrees 40 minutes 15 seconds West, with a wire fence line, a distance of 129.79 feet to a Twin Black Jack Tree for a corner;

Thence: North 02 degrees 18 minutes 41 seconds East, with the west line of said 72.987 acre tract, and on the east line of a 31.129 acre tract as described in Deed to MP Interests LTD, filed 21 October 1999, and Recorded in Volume 2851 Page 116 of said Deed Records, a distance of 988.97 feet to a found 1\2 inch steel square tubing for the northeast corner of said 31.129 acre tract, and the southeast corner of a tract as described in Deed to Double Diamond Inc., filed 18 July 2005, and Recorded in Volume 3893 Page 748 of said Deed Records;

Thence: North 88 degrees 37 minutes 11 seconds West, with the south line of said 10 acre tract, a distance of 197.11 feet for a corner;

Thence: South 76 degrees 48 minutes 11 seconds West, a distance of 30.79 feet for a corner;

Thence: North 87 degrees 02 minutes 52 seconds West, a distance of 945.67 feet for a corner;

Thence: South 03 degrees 05 minutes 23 seconds West, a distance of 773.69 feet for a corner;

Thence: North 87 degrees 08 minutes 42 seconds West, a distance of 1180.81 feet for a corner in Rock Creek Road;

Thence: South 01 degrees 34 minutes 25 seconds West, and in Rock Creek Road, a distance of 1081.76 feet for a corner;

Thence: South 02 degrees 00 minutes 57 seconds West, and in Rock Creek Road, a distance of 974.10 feet to a found Railroad Spike for a corner;

Thence: North 87 degrees 42 minutes 52 seconds West, with a fence part of the way, a distance of 1146.60 feet to a found $1\2$ inch Steel Square Tubing for a corner;

Thence: South 00 degrees 28 minutes 49 seconds East, a distance of 1116.19 feet to a Wood Fence corner Post for a corner;

Thence: South 01 degrees 33 minutes 34 seconds West, a distance of 397.62 feet to a Pipe Fence corner Post for a corner;

Thence: South 01 degrees 42 minutes 32 seconds West, a distance of 400.66 feet to a found $1\2$ inch Steel Tubing for a corner;

Thence: South 03 degrees 39 minutes 54 seconds East, a distance of 504.96 feet to a found 3\4 inch Steel Rod for a corner;

Thence: South 08 degrees 10 minutes 15 seconds West, a distance of 459.38 feet to a found $1\2$ inch Steel Rebar for a corner;

Thence: South 14 degrees 33 minutes 17 seconds West, a distance of 488.73 feet to a found 1\2 inch Steel Rebar for a corner;

Thence: South 02 degrees 31 minutes 00 seconds West, a distance of 424.17 feet to a found $1\2$ inch Steel Rebar for a corner;

Thence: South 84 degrees 55 minutes 43 seconds East, a distance of 1201.71 feet to a set survey mark nail with a washer marked CLSC 4577 for a corner in the center line of said Rock Creek Road;

Thence: South 01 degrees 56 minutes 07 seconds West, in Rock Creek Road, a distance of 2176.47 feet to a set survey mark nail with a washer marked CLSC 4577 for a corner;

Thence: South 02 degrees 54 minutes 02 seconds West, and in Rock Creek Road, a distance of 1766.31 feet to a found Railroad Spike for a corner;

Thence: North 85 degrees 26 minutes 54 seconds West, a distance of 1170.99 feet to a set 1\2 inch Steel Square Tubing for a corner;

Thence: South 01 degrees 50 minutes 30 seconds West, a distance of 745.63 feet to a set $1\2$ inch Steel Square Tubing for a corner;

Thence: North 85 degrees 27 minutes 51 seconds West, a distance of 180.40 feet to a set $1\2$ inch Steel Square Tubing for a corner;

Thence: South 01 degrees 50 minutes 30 seconds West, a distance of 645.63 feet to a set 1\2 inch Steel Square Tubing for a corner;

Thence: South 85 degrees 27 minutes 51 seconds East, a distance of 1342.46 feet to a found Railroad Spike for a corner, and in Rock Creek Road;

Thence: South 02 degrees 08 minutes 29 seconds West, and in Rock Creek Road, a distance of 1876.22 feet to the POINT OF BEGINNING and containing 1376.655 acres of land.

EXHIBIT B

ADDITION PLATS FILED TO DATE FOR ROCK CREEK RESORT

Muirfield Addition	Disale A. I4- 1 92; Disale D. I4- 1 90; Disale C. I4- 1 95; Disale D. I4- 1 97
Muirileid Addition	Block A: Lots 1-83; Block B: Lots 1-22; Block C: Lots 1-25; Block D: Lots 1-27;
	Block E: Lots 1-23 all of the Muirfield Addition, Rock Creek Resort as described in
	the plat recorded in Volume 19, Pages 12-15 of the Plat Records of Grayson County,
	Texas.
Pronghorn Addition	Block A: Lots 1-106; Block B: Lots 1-77; Block C: Lots 1-39; Block D: Lots 1-40;
	Block E: Lots 1-17; Block F: Lots 1-16, all of the Pronghorn Addition, Rock Creek
	Resort as described in the plat recorded in Volume 19, Pages 9-11 of the Plat Records
	of Grayson County, Texas
The Wynstone	Block A: Lots 1-68 as described in the plat recorded in Volume 19, Pages 131-135 of
Addition	the Plat Records of Grayson County, Texas.
The Bear Lakes	Block A: Lots 1-52 as described in the plat recorded in Volume 20, Pages 12-13 of the
Addition	Plat Records of Grayson County, Texas.
The Sherwood Addition	Block A: Lots 1-41 as described in the plat recorded in Volume 20, Pages 7-11 of the
	Plat Records of Grayson County, Texas.
Toscana Addition	Block A: Lots 1-51; Block B: Lots 1-18; Block C: Lots1-18, as described in the plat
	recorded in Volume 20, Pages 56-57 of the Plat Records of Grayson County, Texas.
Roaring Fork Addition	Block A: Lots 1-38; Block B: lots 1-22, as described in the plat recorded in Volume
	20, Pages 160-161 of the Plat Records of Grayson County, Texas.
The Annadale Addition	Block A: Lots 1-28; Block B: Lots 1-18, as described in the plat recorded in Volume
	21, Pages 119-121of the Plat Records of Grayson County, Texas.
The Barrington	Block A: Lots 1-25; Block B: Lots 1-10, as described in the plat recorded in Volume
Addition	21, Pages 116-118 of the Plat Records of Grayson County, Texas.
Castle Pines Addition	Block A: Lots 1-22; Block B: Lots 1-13; Block C: Lots 1-4, as described in the plat
Phase I	recorded in Volume 21, Pages 110-112 of the Plat Records of Grayson County, Texas.
La Paloma Addition	Block A: Lots 1-19; Block B: Lots1-36; Block C: Lots 1-29; Block D: Lots 1-4, as
Phase I	described in the plat recorded in Volume 21, Pages 113-115 of the Plat Records of
7 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Grayson County, Texas.
Palisades Addition	Block A: Lots 1-41; Block B: Lots 1-24; Block C: Lots 1-4, as described in the plat
Phase I	recorded in Volume 21, Pages 132-134 of the Plat Records of Grayson County, Texas.
Palisades Addition	Block A: Lots 1-39; Block B: Lots 1-17; Block C: Lots 1-4; Block D: Lots 1-13; Block
Phase II	E: Lot 1 as described in the plat recorded in Volume 21, Pages 132-134 of the Plat
	Records of Grayson County, Texas.
Pasadera Addition	Block A: Lots 1-26; Block B: Lots 1-9; Block C: Lots 1-4; Block D: Lots 1-3; Block
Phase I	E: Lots 1-12 as described in the plat recorded in Volume 21, Pages 132-134 of the Plat
	Records of Grayson County, Texas.
Grand Cypress Addition	Block A: Lots 1-22; Block B: Lots 1-6 as described in the plat recorded in Volume 21,
Phase I	Pages 132-134 of the Plat Records of Grayson County, Texas.
Palisades Addition	Block A: Lots 1-13; Block B: Lots 1-15; Block C: Lots 1-39; Block D: Lots 1-12
Phase III	Block E: Lots 1-12 as described in the plat recorded Volume 22, Pages 145-147 of the
	Plat Records of Grayson County, Texas.
Palmilla Addition	Block A: Lots 1-57; Block B: Lots 1-21 as described in the plat recorded Volume 22,
Phase I	Pages 127-130 of the Plat Records of Grayson County, Texas
Pasadera Addition	Block A: Lots 1-48; Block B: Lots 1-16; Block C: Lots 1-5; Blocks D: Lots 1-25;
Phase II	Block E: Lots 1-22; Block F: Lots 1-13 as described in the plat recorded Volume 22,
A AAAOO AA	Pages 148-150 of the Plat Records of Grayson County, Texas.
Danadana A.J.1945	de la companya della companya della companya de la companya della
Pasadera Addition	Block A: Lots 1-52; Block B: Lots 1-11; Block C: Lots 1-12 as described in the plat
Phase III	recorded as document number 2018-122 of the Plat Records of Grayson County, Texas

EXHIBIT C

MINIMUM SQUARE FOOTAGE AND SETBACK REQUIREMENTS

Standard Utility Easements of 10' front, 10' rear, and 5'side (10' at right of way) apply to all lots

MUIRFIELD ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-83, inclusive	2,000	20/10/6 (20 at right of way)
Block B	Lots 1-22, inclusive	2,000	20/10/6 (20 at right of way)
Block C	Lots 1-25, inclusive	2,000	20/10/6 (20 at right of way)
Block D	Lots 1-27, inclusive	2,000	20/10/6 (20 at right of way)
Block E	Lots 1-23, inclusive	2,000	20/10/6 (20 at right of way)

PRONGHORN ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-106, inclusive	2,800	25/10/6 (20 at right of way)
Block B	Lots 1-77, inclusive	2,800	25/10/6 (20 at right of way)
Block C	Lots 1-39, inclusive	2,800	25/10/6 (20 at right of way)
Block D	Lots 1-40, inclusive	2,800	25/10/6 (20 at right of way)
Block E	Lots 1-17, inclusive	2,800	25/10/6 (20 at right of way)
Block F	Lots 1-16, inclusive	2,800	25/10/6 (20 at right of way)

THE WYNSTONE ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-16; 20-68 inclusive	3,500	30/30/10 (15 at right of way)
Block A	Lots 17-19 inclusive	3,500	30/40/10 (15 at right of way)

THE BEAR LAKES ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-52, inclusive	1,800	25/10/6 (15 at right of way)
DIOCK A	Lots 1, 15-18, 43-46,51-52	1,800	25/25/6 (15 at right-of-way)

THE SHERWOOD ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 9-30, inclusive	1,800	25/10/6 (15 at right of way)
DIOCK A	Lots 1-8, 31-41	1,800	25/25/6 (15 at right-of-way)

TOSCANA ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	1-26, 28, 44-51	2,800	30/30/10 (15 at right of way)
DIOUK A	27, 29-43	3,500	30/40/10 (15 at right of way
Block B	1-18	2,800	30/30/10 (15 at right of way)
Block C	1-20	2,800	30/30/10 (15 at right of way)

ROARING FORK ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-34	2,800	30/40/10 (15 at right of way)
DIOCK A	Lots 35-38	2,000	30/30/10 (15 at right of way)
Block B	Lots 1-22	2,000	30/30/10 (15 at right of way)

THE ANNADALE ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-28	2,800	25/10/10 (15 at right of way)
Block B	Lots 1-18	2,800	25/25/10 (15 at right of way)

THE BARRINGTON ADDITION

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-7	3500	30/20/10 (15 at right of way)
	Lots 7-12	2800	30/20/10 (15 at right of way)
	Lots 13-25	2800	30/30/10 (15 at right of way)
Block B	Lots 1-10	2800	30/30/10 (15 at right of way)

LA PALOMA ADDITION PHASE I

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-11	1800	20/25/6 (15 at right of way)
DIOUK A	Lots 12-19	1800	20/10/6 (15 at right of way)
Block B	Lots 1-36	1200	20/10/6 (15 at right of way)
Block C	Lots 1-9	1800	20/25/6 (15 at right of way)
Block C	Lots 10-29	1800	20/10/6 (15 at right of way)
Block D	Lots 1-4	1800	20/10/6 (15 at right of way)

CASTLE PINES ADDITION PHASE I

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-13	2800	30/30/10 (15 at right of way)
BIOCK A	Lots 14-22	3500	30/40/10 (15 at right of way)
Block B	Lots 1-13	2800	30/30/10 (15 at right of way)
Block C	Lots 1-4	2800	30/30/10 (15 at right of way)

PALISADES ADDITION PHASE I

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-4	2000	25/25/6 (15 at right of way)
DIOCK A	Lots 5-41	1800	25/10/6 (15 at right of way)
Block B	Lots 1-24	1800	25/10/6 (15 at right of way)
Block C	Lots 1-4	2000	25/25/6 (15 at right of way)

PALISADES ADDITION PHASE II

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-3	2000	25/30/6 (15 at right of way)
	Lots 4-21	2000	25/10/6 (15 at right of way)
	Lots 22-39	2800	25/10/10 (15 at right of way)
Block B	Lots 1-16	2000	25/10/6 (15 at right of way)
Block C	Lots 1-4	2000	25/10/6 (15 at right of way)
Block D	Lots 1-13	2000	25/10/6 (15 at right of way)
Block E	Lot 1	2000	25/10/6 (15 at right of way)

GRAND CYPRESS ADDITION PHASE I

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-7	3500	40/40/10 (15 at right of way)
	Lots 8-21	3500	30/40/10 (15 at right of way)
Block B	Lots 1-6	3500	30/40/10 (15 at right of way)

PASADERA ADDITION PHASE I

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-2	2000	25/25/6 (15 at right of way)
	Lots 3-27	2000	25/10/6 (15 at right of way)
Block B	Lots 1-9	2000	25/10/6 (15 at right of way)
Block C	Lots 1-4	2000	25/10/6 (15 at right of way)
Block D	Lots 1-3	2000	25/25/6 (15 at right of way)
Block E	Lots 1-12	2000	25/10/6 (15 at right of way)

Ехнівіт С

PALISADES ADDITION PHASE III

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lot 1	2400	25/25/6 (15 at right of way)
Block A	Lots 2-13	2400	25/10/6 (15 at right of way)
Block B	Lots 1-15	2400	25/10/6 (15 at right of way)
	Lots 1-2; 5-7;16-18	2400	25/25/6 (15 at right of way)
Block C	Lots 3-4; 8-15;19-39	2400	25/10/6 (15 at right of way)
Block D	Lots 1-12	2400	25/10/6 (15 at right of way)
Block E	Lots 1-12	2400	25/10/6 (15 at right of way)

PALMILLA ADDITION PHASE I

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-9	2400	25/25/6 (15 at right of way)
Block A	Lots 10-42	2400	25/10/6 (15 at right of way)
Block A	Lots 43-57	2400	25/25/6 (15 at right of way)
Block B	Lots 1-21	2400	25/10/6 (15 at right of way)

PASADERA ADDITION PHASE II

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-14	2000	25/25/6 (15 at right of way)
Block A	Lots 15-48	2000	25/10/6 (15 at right of way)
Block B	Lots 1-16	2000	25/10/6 (15 at right of way)
Block C	Lots 1-5	2000	25/10/6 (15 at right of way)
Block D	Lots 1-25	2000	25/10/6 (15 at right of way)
Block E	Lots 1-22	2000	25/25/6 (15 at right of way)
Block F	Lots 1-13	2000	25/10/6 (15 at right of way)

PASADERA ADDITION PHASE III

BLOCK	LOT NUMBERS	MINIMUM SQUARE FOOTAGE REQUIRED	SETBACK REQUIREMENT FRONT/REAR/SIDE (FT)
Block A	Lots 1-6	1800	25/25/6 (15 at right of way)
Block A	Lots 7-25	1800	25/10/6 (15 at right of way)
Block A	Lots 26-37	1800	25/30/6 (15 at right of way)
Block A	Lots 38-52	1800	25/10/6 (15 at right of way)
Block B	Lots 1-11	1800	25/10/6 (15 at right of way)
Block C	Lots 1-12	1800	25/10/6 (15 at right of way)

EXHIBIT C