DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR

CIRCLE T RANCH - PHASE II

June 25, 2008

Return to:
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas TX 75204

1377987v.11 DEL255/16000
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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR CIRCLE T RANCH - PHASE II

This Declaration of Covenants, Restrictions and Easements for Circle T Ranch - Phase II (this “Declaration”) is made as of June 25, 2008, by AIL INVESTMENT, L.P., a Texas limited partnership (“Declarant”).

Declarant is the owner of certain real property located in Tarrant and Denton Counties, Texas, described in the attached Exhibit A (the “Property”). Declarant is the developer of the Property. Declarant intends that the Property be developed as a high quality multi-use community and that the Property be subject to the covenants, restrictions and easements set forth in this Declaration in order to establish a plan for the development, improvement and use of the Property with architectural, landscaping and maintenance controls.

Declarant intends to create an entity to have and exercise the rights and duties and to perform on behalf of, and as agent for, the Owners (hereinafter defined) the functions set forth in this Declaration which include, without limitation, the maintenance of certain portions of the Property, the reviewing of plans for improvements to be constructed on the Property and the assessing, collecting and disbursing of assessments provided for herein.

NOW, THEREFORE, Declarant adopts, establishes and imposes the following covenants, restrictions, easements, liens and charges upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, sold, conveyed and occupied subject to such covenants, restrictions, easements, liens and charges.

ARTICLE I
GENERAL

SECTION 1.01 PURPOSE. The purpose of this Declaration is to promote the orderly development and use of the Property; to encourage the construction of quality-designed Improvements (hereinafter defined) on the Property; to restrict certain uses of the Property; to provide for certain development and maintenance standards; and generally to preserve the aesthetic appearance of the Property and Improvements constructed thereon from time to time.

SECTION 1.02 DEFINITIONS. The following words or phrases when used in this Declaration shall have the following meanings:

(a) “Assessments” shall have the meaning set forth in Section 4.01 of this Declaration.

(b) “Association” shall mean the non-profit corporation to be created under the laws of the State of Texas under the name “Circle T Ranch - Phase II Association.”

(c) “Association Documents” shall mean the Articles of Incorporation and the Bylaws of and the resolutions adopted by the Association.

(d) “Board” shall mean the Board of Directors of the Association.

(e) “Building Setback” shall have the meaning set forth in Section 7.03 of this Declaration.
(f) "City" shall mean the Town of Westlake, Texas.

(g) "Common Areas" shall mean:

(i) Unpaved Right-of-Way;

(ii) Project Identification Signage Areas;

(iii) Special Landscape Areas;

(iv) creeks, streams, waterways, water courses, drainage areas, detention/retention ponds and other ponds and lakes, and floodplain and floodway within the Property that satisfy all of the following criteria: (A) that are available for the common use and enjoyment by all of the Owners within the Property; (B) that are designated in writing by the Association, from time to time, as Common Areas; (C) that are required by the City to be provided, improved, constructed, maintained, and/or dedicated (including dedication to the City or to any entity created by Declarant or the Association for the express purpose of accepting such dedication) as a condition to or requirement of development of the Property (as set forth in the applicable zoning or in any other applicable provisions of the City’s Unified Development Code, as amended); and (D) that are not otherwise the responsibility of the City or any Owner;

(v) public parks and recreational areas and private parks and recreational areas (excluding golf courses) that are available for the common use and enjoyment by all of the Owners within the Property;

(vi) any areas within the property described on Exhibit D attached hereto, other than Parcels A, B, C, D, E, G and J as shown on such Exhibit D, that may be designated in writing by the Board, from time to time, as Common Areas;

(vii) Parcel F (commonly referred to as the small lake south of Turner Lake) as depicted on Exhibit D hereto, that may be designated by the Board, from time to time, as Common Area provided such area is available for the common use and enjoyment by all of the Owners within the Property;

(viii) Parcel H as depicted on Exhibit D hereto, that may be designated by the Board, from time to time, as Common Area provided such area is available for the common use and enjoyment by all of the Owners within the Property;

(ix) Parcel I (commonly referred to as the future right of way extension area along JT Ottinger Road that may be dedicated to the Town in the future) as depicted on Exhibit D hereto, that may be designated by the Board, from time to time, as Common Area provided such area is available for the common use and enjoyment by all of the Owners within the Property;

(x) any other areas designated as such by a Special Vote of the Members; and

(xi) any other areas or improvements within the Property including, but not limited to, open space, hike and bike trails, equestrian trails, town edge landscape zones, roadway landscape zones, and roadway median landscaping: (A) (1) that are available for the common use and enjoyment by the Owners within the Property; and (2) that are designated in writing by the Association, from time to time, as Common Areas; or (B) that are required by the City to be
provided, improved, constructed, maintained, and/or dedicated (including dedication to the City or to any entity created by the Association for the express purpose of accepting such dedication) as a condition to or requirement of development of the Property (as set forth in the applicable zoning or in any applicable provisions of the City’s Unified Development Code, as amended), provided that no portion of any Owner’s tract shall be so provided, improved, constructed, maintained, and/or dedicated without the express written consent of such Owner.

For purposes of clarification, and notwithstanding the foregoing provisions, no portion of any Owner’s tract shall be designated as Common Area without the express written consent of such Owner.

(h) "Common Expenses" shall mean any and all actual out-of-pocket expenses incurred by or on behalf of the Association, as agent for the Owners, for the maintenance, repair and operation of the Common Areas, the Landscaping in the Common Areas (to the extent not required to be performed by the Owners) and the Common Facilities, for the provision of the Common Services and as otherwise incurred in accordance with and as authorized in this Declaration. "Maintenance and repair" as used in this Declaration includes not only all labor and materials necessary to keep the Common Areas, the Landscaping in the Common Areas and the Common Facilities in good and neat appearance and in good operating condition but also all parts and replacement materials necessary to keep such in good appearance and operating condition and shall include, but not be limited to, replacement trees, plants and other vegetation, except that Common Expenses shall not include the costs of initial installation of any Landscaping or the replacement of trees or shrubs that die within one (1) year after the installation thereof by Declarant, the initial installation and replacement of which shall be the responsibility of Declarant.

(i) "Common Facilities" shall mean all Landscaping, athletic fields and courts, jogging and bike trails, lighting, signage, entry-way features, guard houses, gates, detention ponds and water features (and related equipment), in each case installed in the Common Areas, all equipment of any nature (including, but not limited to, vehicles) used by the Association in connection with the repair, maintenance or operation of the Common Areas and the Landscaping in the Common Areas or the provision of the Common Services, and, to the extent approved by a Special Vote of the Members, other equipment, structures and improvements installed within the Common Areas, in each case to the extent such item is for the common use and enjoyment by all of the Owners within the Property.

(j) "Common Services" shall mean such services provided from time to time by Declarant or by the Association on behalf of and for the common benefit of the Owners that have been approved by a Special Vote of the Members.

(k) "Conversion Date" shall mean the earlier of (i) (A) if AIL Investment, L.P., a Texas limited partnership ("AIL"), or any affiliate thereof, is the Declarant, the date on which Declarant and all affiliates of Declarant own in the aggregate less than thirty-five percent (35%) of the acres comprising the Property (exclusive of Streets, Public Open Space and Common Areas), or (B) if Declarant is a party other than AIL, or any affiliate thereof, the date on which Declarant and all affiliates of Declarant own in the aggregate less than fifty percent (50%) of the acres comprising the Property (exclusive of Streets, Public Open Space and Common Areas) or (ii) the date specified by Declarant by recording a written notice in the Real Property Records of all counties in which any portion of the Property is located. Any Person which controls, is controlled by, or is under common control with a party, shall be considered an "affiliate" of that party for the purpose of this Section 1.02(k).

(l) "DCLI" shall mean DCLI LLC, a Delaware limited liability company.
(m) "DCLI Potential Deletion Property" shall mean the property described in the attached Exhibit E.

(n) "DCLI Tract" shall mean the property described in the attached Exhibit C.

(o) "DCLI Tract Owner" shall mean the record owner(s) of the DCLI Tract.

(p) "Declarant" shall mean AIL Investment, L.P., a Texas limited partnership, and such successors or assigns to whom rights and powers reserved herein to Declarant expressly are conveyed or assigned in writing in a document filed of record in the Real Property Records of all counties in which any portion of the Property is located, but shall not include any person or entity merely purchasing one or more Sites, or portions thereof, from Declarant.

(q) "Declaration" shall mean this Declaration of Covenants, Restrictions and Easements for Circle T Ranch - Phase II, and all amendments thereto filed for record in the Real Property Records of Tarrant County, Texas and Denton County, Texas.

(r) "Default Rate of Interest" means the lesser of (i) fifteen percent (15%) per annum, or (ii) the maximum allowable contract rate of interest under applicable law.

(s) "Development Guidelines" shall mean those Development Standards and Design Guidelines dated June 23, 2008, as may be amended from time to time as set forth in this Declaration.

(t) "DRB" shall have the meaning set forth in Section 6.01 of this Declaration.

(u) "Front Yard Setbacks" shall have the meanings set forth in Section 7.03 of this Declaration.

(v) "Governmental Entity" shall mean the City, the County of Tarrant, the County of Denton, the State of Texas and any agency or department thereof and the United States of America and any agency or department thereof.

(w) "Improvements" shall mean any and all changes to the Property, from initial construction through later construction, which are intended to be temporary or permanent in nature (other than maintenance and repairs [as defined herein] within the Property and changes made during a period of construction which will be removed when the construction period is complete), including, but not limited to, new buildings and structures, changes to building exteriors and exterior roof structures, parking areas, loading areas, vehicle circulation lanes and approaches, private driveways and streets, utility and drainage systems, surface parking areas and parking structures, railroad tracks and related facilities and equipment, exterior lighting, sculptures, sidewalks, fences, walls, Landscaping, poles, antennae, ponds, lakes, fountains, swimming pools, tennis or athletic courts, signs, changes in exterior color or shape, glazing or reglazing of exterior windows and any new exterior construction or exterior improvement which may not be included in any of the foregoing. "Improvements" include both original improvements and all later changes and improvements.

(x) "Landscaping" shall mean plants, including, but not limited to, grass, vines, ground cover, trees, shrubs, flowers, mulch and bulbs; rocks; landscape edging; water features; berms; lighting in landscaped areas; irrigation systems and related landscape improvements and materials.
(y) “Majority Vote of the Members” shall have the meaning set forth in Section 3.04 of this Declaration.

(z) “Member” shall have the meaning set forth in Section 3.01 of this Declaration.

(aa) “Member in Good Standing” shall have the meaning set forth in Section 3.02 of this Declaration.

(bb) “Non-Member Owners” shall have the meaning set forth in Section 3.01 of this Declaration.

(cc) “Notice of Unpaid Assessments” shall have the meaning set forth in Section 4.09 of this Declaration.

(dd) “Owner” shall mean each Person (other than the Association) who is a record owner of any parcel of land within the Property, but excluding any Person who holds only a lien in any parcel of land within the Property as security for the performance of an obligation.

(ee) “Parkway Landscape Area” shall mean a strip of land along each side of Streets measured from the back of the outside curbing of the pavement on such Street. The exact width of such area (which may vary) shall be as designated by the Board.

(ff) “Parkway Landscape Plan” shall mean the plan, if any, adopted by the Board, as such may be amended by the Board from time to time, specifying the nature, type, scheme, extent and maintenance of Landscaping required to be installed by an Owner of a Site (other than the Association) in the Parkway Landscape Area.

(gg) “Paving Setbacks” shall have the meaning set forth in Section 7.03 of this Declaration.

(hh) “Person” shall mean any natural person, corporation, partnership, trust or other legal entity.

(ii) “Potential Deletion Property” shall have the meaning set forth in Section 1.03(c) of this Declaration.

(jj) “Project Identification Signage Areas” shall mean those portions of the Property designated by the Board from time to time (and owned by Declarant or the Association at such time of designation) as areas in which project signage identifying the Circle T Ranch - Phase II or the development name for the Property or other entry features, structures or Landscaping are or are to be installed for the common benefit of the Owners.

(kk) “Property” shall mean the real property described in Exhibit A attached hereto subject to any additions thereto or deletions therefrom as provided in Section 1.03 of this Declaration.

(ll) “Quorum” shall have the meaning set forth in Section 3.04 of this Declaration.

(mm) “Regular Assessments” shall have the meaning set forth in Section 4.02 of this Declaration.
(nn) "Side and Rear Yard Setbacks" shall have the meaning set forth in Section 7.03 of this Declaration.

(oo) "Site" shall mean any single parcel of land within the Property on which improvements are or are to be constructed.

(pp) "Special Purpose Assessment" shall have the meaning set forth in Section 4.03 of this Declaration.

(qq) "Special Landscape Areas" shall mean those areas along or in the vicinity of Streets designated by the Board (and owned by the Association or an Owner at the time of such designation, provided that no portion of any Owner's tract shall be so designated without the express written consent of such Owner) in which Declarant or the Association installs landscaping.

(rr) "Special Member Assessment" shall have the meaning set forth in Section 4.04 of this Declaration.

(ss) "Special Vote of the Members" shall have the meaning set forth in Section 3.04 of this Declaration.

(tt) "Street" shall mean any land located within an easement or a right-of-way in or adjacent to the Property now or at any time hereafter dedicated to any governmental entity for public use as a roadway for motor vehicles.

(uu) "Unpaved Right-of-Way" shall mean medians in Streets and the portion of a Street between the outside edge of the Street pavement (or curbs if curbs are installed) and the right-of-way line of the Street.

Other terms used in this Declaration are defined in various provisions used herein.

SECTION 1.03 PROPERTY SUBJECT TO DECLARATION. Declarant, from time to time and without the necessity of the joinder of any other Person, (a) may subject the land described in the attached Exhibit F and commonly known as Tract 7 ("Tract 7") to the provisions of this Declaration provided that (i) the aggregate of all such additional land does not exceed 150 acres, and (ii) simultaneously with the inclusion of Tract 7, Declarant provides in a written instrument filed of record in each county in which Tract 7 is located that all expenses attributable solely to Tract 7 shall be paid solely by the Owner of Tract 7 (such as, for example and not by way of limitation, the common area and maintenance expenses of a shopping center if Tract 7 were developed as a retail development) and such expenses shall not be included in the Assessments hereunder; and (b) may delete from the Property parcels sold or conveyed to Governmental Entities provided that the aggregate acreage deleted does not exceed 50 acres (exclusive of Streets), and (c) may delete from the Property all or any portion of the land described in the attached Exhibit B and commonly known as Tract 1 and Tract 5 (collectively, the "Potential Deletion Property") that is owned by Declarant or its affiliates if Declarant at any time contemplates development of the Potential Deletion Property for single-family residential uses, provided that the aggregate Potential Deletion Property deleted does not exceed 98 acres. Declarant may do so by recording one or more supplements to this Declaration in the Real Property Records of all counties in which any portion of the Property is located. Declarant, in deleting tracts from the Property as permitted in (b) above, (i) shall impose on such deleted tracts restrictions requiring development of such tracts in accordance with the provisions of Section 7.02(b)-(m) of this Declaration, and (ii) shall provide in documents related to the conveyance of such tract to a Governmental Entity that this Declaration again shall become applicable to such deleted parcel if such parcel is conveyed in the future to a Person other
than a Governmental Entity. Declarant, in deleting tracts from the Property as permitted in (c) above, shall: (A) impose on such deleted tracts restrictions requiring development of such tracts substantially in accordance with the provisions of Section 7.02(b)-(m) of this Declaration, and (B) subject such deleted tracts to one or more declarations of covenants, restrictions and easements (1) which allow residential use consistent with that permitted by that certain Use Restriction Agreement (Tract 1) or Use Restriction Agreement (Tract 5), as applicable, each entered into by and between Declarant and DCLI, on or about the date of the date hereof, and (2) pursuant to which DCLI Tract Owner shall have the right to appoint one member of the development review board formed pursuant to such declaration. Any assignment of DCLI’s right to appoint one member to such development review board shall be subject to the same approval requirements described in Section 6.01. Similarly, DCLI Tract Owner, from time to time and without the necessity of the joinder of any other Person, may delete from the Property all or any portion of the DCLI Potential Deletion Property that is owned by DCLI Tract Owner if DCLI Tract Owner at any time contemplates development of such portion of the DCLI Potential Deletion Property for residential uses. DCLI Tract Owner may do so by directing Declarant to execute one or more supplements to this Declaration that releases such portion of the DCLI Potential Deletion Property from this Declaration, and Declarant shall do so if directed by DCLI Tract Owner. DCLI Tract Owner may then record such supplement(s) to this Declaration in the Real Property Records of all counties in which any portion of the Property is located. DCLI Tract Owner, in deleting tracts from the Property shall: a) impose on such deleted tracts restrictions requiring development of such tracts substantially in accordance with the provisions of Section 7.02(b)-(m) of this Declaration, and b) subject such deleted tracts to one or more declarations of covenants, restrictions and easements which only allow single family residential use and pursuant to which Declarant shall have the right to appoint one member of the development review board formed pursuant to such declaration. The term “Property” as used in this Declaration shall include any such additional tracts that from time to time are subjected to the provisions of this Declaration as provided above and shall not include any tracts that from time to time are deleted as provided above (subject to the provisions of the preceding sentence). All of the Property and any rights, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent Owner, lessee, tenant or other occupant of all or any part thereof, subject to this Declaration and the covenants, restrictions, easements, charges and liens set forth in this Declaration. Each Owner, lessee, tenant or other occupant of any portion of the Property, by the acceptance of a deed, lease or other conveyance or transfer of any interest in the Property or any portion thereof, shall be deemed to have conveyed and agreed to be bound by the provisions of this Declaration. Any Person which controls, is controlled by, or is under common control with DCLI, shall be considered an “affiliate” of DCLI for the purpose of this Section 1.03.

SECTION 1.04 PURPOSE OF THE ASSOCIATION. The Association shall have and exercise the rights and shall perform the functions of the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration.

ARTICLE II
DESIGNATION OF LOTS, STREETS AND ZONING

SECTION 2.01 DESIGNATION OF LOTS. Declarant shall have the right and power, but not the obligation, to subdivide all or any portion of the Property owned by Declarant, without the necessity of the joinder of any other Person, into subparcels or platted lots. Declarant shall have the further right and power, but only with respect to portions of the Property owned by Declarant and without the necessity of the joinder of any other Person, to withdraw its designation of any part thereof as a lot, to redesignate previously designated areas thereof as a lot having different boundaries and configurations from those previously described and to divide or subdivide a lot into one or more lots. An Owner, other than Declarant, may create platted lots on its Site or modify any existing platted lots on its Site only with the prior written approval of such action by Declarant prior to the Conversion Date or by the Board after
the Conversion Date and in both instances with regard to the DCLI Tract such consent shall not be unreasonably withheld, delayed or conditioned.

SECTION 2.02 DESIGNATION OF STREETS. Declarant and the Association shall have the right and power, from time to time, to dedicate, designate, reserve, convey fee simple title or grant easements for Streets in portions of the Property owned by Declarant or the Association at the time of such action. The provisions of this Declaration shall be subordinate to the rights of the City in such dedicated Streets. No Owner other than Declarant or the Association shall have the right to dedicate, designate, reserve, convey fee simple title or grant easements for Streets on any portion of the Property owned by such Owner unless such action is approved in writing by Declarant prior to the Conversion Date or by the Board after the Conversion Date. This provision does not restrict any Owner from installing private roadways for its own use within its own Site in compliance with the provisions of this Declaration.

SECTION 2.03 ZONING. Declarant shall have the right and power, from time to time, to change the zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the applicable portion of the Property owned by Declarant. No Owner other than Declarant shall apply for any change in zoning of any portion of the Property owned by such Owner unless such zoning change is approved in writing by Declarant prior to the Conversion Date or by the Board after the Conversion Date. Notwithstanding the preceding sentence, DCLI Tract Owner shall not be required to seek the approval of Declarant or the Board prior to its seeking a special use permit from any Governmental Entity for any zoning use designated as a “Special Use” in the applicable zoning or planned development ordinance that covers the DCLI Tract.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 3.01 MEMBERSHIP. Each and every Owner automatically is a member of the Association ("Member"), except for the following ("Non-Member Owners"): (a) the City shall not be considered a Member during such time that it owns only Streets, public utility easements, drainage easements or parcels used solely for a fire or police station, public park, public open space or public water facility, unless the City agrees in writing to become a Member of the Association; and (b) any public utility shall not be considered a Member during such time that it owns only a utility easement or a parcel used solely for a utility sub-station, unless such public utility agrees in writing to become a Member of the Association. Membership in the Association is appurtenant to, and cannot be separated from, ownership of a parcel in the Property by an Owner other than a Non-Member Owner. The membership of a Person in the Association shall terminate automatically whenever such Person ceases to be an Owner, except that such termination shall not release or relieve such Person from any liability or obligation accruing under this Declaration during its period of ownership. Any transfer of title to any parcel in the Property shall operate automatically to transfer (or, in cases of a transfer by a Non-Member Owner, to vest) membership in the Association appurtenant to such parcel to the new Owner, unless such new Owner is a Non-Member Owner. The term "Owner" as used in Article III and Article IV of this Declaration does not include any Non-Member Owner, except as otherwise specifically provided in Article IV below.

SECTION 3.02 MEMBER IN GOOD STANDING. A Member shall be considered to be a "Member in Good Standing" and eligible to vote if such Member:

(a) Has, prior to the taking of any vote by the Association, fully paid all Assessments or other charges levied by the Association that are due and payable, as such Assessments or charges are provided for hereunder;
(b) Is not in default under, or in violation of, this Declaration beyond any applicable notice and cure period as specified herein, or if no specific notice and cure period is specified herein, beyond thirty (30) days following written notice given to such Member.

The Board shall have sole authority for determining the good standing status of any Member at any time and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. Any Member not conforming with the provisions of this Section 3.02 shall be declared by the Board not to be a Member in Good Standing and shall not be entitled to vote on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

SECTION 3.03 MEMBERS. Members shall be entitled to one vote for each acre in the Property (exclusive of Streets and Common Areas) owned by such Owners (rounded to the nearest 1/100th of an acre) as of the date of the notice of the meeting at which such vote is to be cast. For the purpose of this Section 3.03 and for any other reason that acreage or other area is necessary to be determined under this Declaration, the Board shall determine the acreage contained in the Property and the acreage or applicable area contained in specific parcels or portions thereof. If any parcel is owned by more than one Owner, the number of votes attributable to such parcel shall be the same number of votes as if there were only one Owner of such parcel, and the votes attributable to such parcel may be cast only if all of the Owners owning such parcel, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such votes are to be cast or a written designation of one of such Owners to cast the votes attributable to such parcel. Any Member who is not an individual must designate a representative to act for such Member in Association matters and to cast votes for such Member, such designation to be made in writing to the Board. A Member may delegate its right to vote to any tenant occupying its parcel provided such delegation is made in writing delivered to the Board. With respect to provisions of this Declaration that specifically permit or require the vote, approval or other action of the DCLI Tract Owner (as opposed to the vote, approval or other action of Members generally), if the DCLI Tract is owned by more than one Person, the DCLI Tract Owner vote, approval, or other action required or permitted under this Declaration shall be cast, given or taken, as applicable, by DCLI until such time as DCLI designates another Owner of any portion of the DCLI Tract to have such power in a written notice to the Association unless all such Persons, prior to the time of the vote, approval or other action in question, have delivered to the Association an alternate written agreement as to how such vote, approval or other action are to be cast, given or taken, as applicable, or a written designation of one of such Persons to cast, give or take, as applicable, such vote, approval, or other action. If DCLI transfers its rights under this Section to a transferee as provided herein, its transferee shall have the rights provided herein and such transferee shall have the right to transfer its rights hereunder (subject to the provisions of this Section).

SECTION 3.04 QUORUM, VOTING AND NOTICES. Members holding twenty-five percent (25%) of the aggregate votes entitled to be cast by Members in Good Standing, represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board, shall constitute a quorum for voting on matters brought before the Members at meetings called by the Board (a “Quorum”). The vote of Members in Good Standing, in the aggregate, a majority of the votes entitled to be cast by the Members in Good Standing present or voting by legitimate proxy at a called meeting at which a Quorum is present (the “Majority Vote of the Members”) shall be the act of the Members. Notice requirements for all actions proposed to be taken by the Association which require a voted approval by the Members shall be given as set forth in the Association Documents, as such may be amended from time to time. The term “Special Vote of the Members” as used herein, means, at the time such vote is to be taken, the vote of Members in Good Standing, in the aggregate eighty-two percent (82%) of the votes eligible to be cast by all Members in Good Standing present or voting by legitimate proxy at a called meeting at which a Quorum is present.
ARTICLE IV
ASSSESSMENTS

SECTION 4.01 COVENANTS FOR ASSESSMENTS. Each Owner of a parcel within the Property, by acceptance of a deed or other conveyance or transfer of legal title to the Property or any portion thereof (including, without limitation, Declarant), whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, the following assessments ("Assessments"):  

(a) Regular Assessments as provided for in Section 4.02 below;  

(b) Special Purpose Assessments as provided for in Section 4.03 below;  

(c) Special Member Assessments as provided in Section 4.04 below; and  

(d) Master Association Assessments as provided in Section 4.05 below.  

All Assessments shall remain the property of the Owner making such payment and shall be expended by the Association on behalf of the Owners only for the specified purposes provided in this Declaration. No profit, gain or other benefit is to be derived by the Association from the Assessments, but, instead, such funds shall be expended only as agent for the Owners. All services contemplated to be paid from Assessments shall be obtained by the Association on behalf of the Owners. Upon termination of the Association, all Assessments held at that time by the Association shall be allocated and returned to the Owners in the same manner as votes are allocated among Members as provided in Section 3.03 above to the Owners that paid them.  

SECTION 4.02 REGULAR ASSESSMENTS.  

(a) "Regular Assessments" shall be determined, assessed and expended on a calendar year basis, which shall be the fiscal year of the Association. Regular Assessments shall begin on January 1, 2009, and shall be used for the payment of Common Expenses and other expenses incurred by the Association or the Board on behalf of the Owners as authorized in this Declaration (exclusive of the expenses referenced in Section 4.04 below). Regular Assessments for 2009 shall be set by the Board as the Board deems necessary to pay applicable expenses for such year. Thereafter, for 2010 and each following year while this Declaration is in force, the Board shall set the amount of the Regular Assessments to be levied for the next calendar year, taking into consideration Common Expenses for the then current year, expected increases in such expenses during the next year, a contingency amount (not exceeding five percent (5%) of the anticipated expenditures for such next year) and an optional reserve fund contribution (not exceeding three percent (3%) of the anticipated expenditures for such next year); provided, however, no reserve fund contribution amount shall be included in Regular Assessments for any year in which the unused balance of the reserve fund equals or exceeds ten percent (10%) of the other anticipated expenditures for that year. The Regular Assessments for each calendar year beginning with 2010 shall be set by the Board on or about December 1 of the preceding year or as soon thereafter as such determination reasonably can be made by the Board. Subject to Section 4.06, Regular Assessments shall be allocated among all Owners (including Declarant) in the same manner as votes are allocated among Members as provided in Section 3.03 above, that is, the percentage of the aggregate Regular Assessments allocated to a particular parcel in the Property shall be a fraction with the numerator equal to the number of Member votes allocable to such parcel and with the denominator equal to the aggregate number of votes for all Members. Should any excess surplus exist at the end of any
year, the Board shall reduce the amount required for the next year’s Regular Assessments by an amount equal to such surplus.

SECTION 4.03 SPECIAL PURPOSE ASSESSMENTS. The Board may, from time to time, levy for any calendar year beginning on or after January 1, 2009, applicable to such year only, a “Special Purpose Assessment” for the purpose of paying any unanticipated expense that normally would have been paid out of Regular Assessments which was not included in that year’s budget for Regular Assessments. Subject to Section 4.06, such Special Purpose Assessments shall be allocated among Owners (including Declarant) in the same manner as the Regular Assessments are allocated among the Owners.

SECTION 4.04 SPECIAL MEMBER ASSESSMENTS. The Board may levy a “Special Member Assessment” on any Member, to the extent any directly related insurance proceeds paid to the Association are not sufficient to pay all such costs, for the purpose of:

(a) Paying the cost of any damage or loss requiring maintenance, repairs or replacement of Common Areas, Landscaping in the Common Areas, the Special Landscape Areas or in the Parkway Landscape Area or Common Facilities, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the acts of such Member, or its agent, employee or occupant; or

(b) Reimbursing the Association for any and all direct or indirect costs incurred by the Association with regard to the maintenance, repair or replacement of Landscaping, signs, screening or decorative walls, surface parking areas, ponds, lakes, fountains, pools, exterior lighting, sculptures, utilities, drainage systems or park and recreational facilities and equipment on such Member’s parcel or on the Unpaved Right-of-Way contiguous to such parcel, including, but not limited to, the removal of trash, litter and abandoned items, that such Member fails to repair, maintain or replace as required by the provisions of this Declaration, provided such Member fails to correct such deficiency within fifteen (15) days after written notice thereof is given to such Owner by the Board (or in cases where such deficiency cannot reasonably be corrected within fifteen (15) days, within a reasonable period of time necessary to correct such deficiency provided that the Owner commences corrective work within such 15-day period and thereafter proceeds diligently to complete such corrective work).

The provisions of this Section 4.04 apply also to each Non-Member Owner, and each Non-Member Owner is liable for any Special Member Assessment made against such Non-Member Owner, and, to the fullest extent permitted by law, such Non-Member Owner’s particular Site is subject to a lien to secure payment of such Special Member Assessment, all as provided in Section 4.08 and Section 4.09 below.

SECTION 4.05 MASTER ASSOCIATION ASSESSMENTS. The Board shall, from time to time, levy for any calendar year beginning on or after January 1, 2009, applicable to that year only, a “Master Association Assessment” for the purpose of paying a prorata portion (as determined by the Board and allocated on a per-acre basis) of the common area expenses of one or more master associations that includes all or any portion of the remainder of the property commonly known as the Circle T Ranch (“Master Association Common Areas”). Subject to the prior approval of the Board, the Master Association Assessments may be allocated to different portions of the property commonly known as Circle T Ranch, as more particularly described in the notes on Exhibit D hereto. Subject to the foregoing provisions regarding allocation to different areas within the property commonly known as Circle T Ranch and the provisions of Section 4.06, such Master Association Assessments shall be allocated among Owners (including Declarant) in the same manner as the Regular Assessments are allocated among the Owners. As of the Date hereof, Master Association Common Areas are contemplated to be only Parcels A, B, C, D, E, G and J as shown on Exhibit D (“Contemplated Master Association Common
The Board may from time to time phase in the following areas as Master Association Common Areas, subject to the provisions hereof and the notes on acreage allocation more particularly described in Exhibit D hereto: (a) Parcel A (the portion of Westlake Parkway existing as of the date hereof); (b) Parcels B, C and D (portions of the contemplated Westlake Parkway Extension, in each case after the completion of the applicable portion of Westlake Parkway Extension); (c) Parcel E (Turner Lake); (d) Parcel G (commonly referred to as the hill), and (e) Parcel J (the drainage basin area located west of Ottinger Road). Until the Conversion Date (i) the common area expenses for such Master Association Common Areas for 2010 and any year thereafter shall be set forth in the Association’s budget for such year, and (ii) if the Board hereafter includes within Master Association Common Areas any areas other than Contemplated Master Association Common Areas (such other areas “Additional Master Association Common Areas”), DCLI Tract Owner shall not be obligated to pay any portion of the Master Association Assessment attributable to such Additional Master Association Common Areas unless DCLI Tract Owner shall have approved in writing the inclusion of the Additional Master Association Common Areas within Master Association Common Areas.

SECTION 4.06 DCLI CAP.

(a) DCLI Cap on Regular and Special Assessments.

(i) Subject to Section 4.06(a)(ii) below, and notwithstanding any other provisions in this Declaration to the contrary, the sum of 2009 Regular Assessments and 2009 Special Purpose Assessments payable by the DCLI Tract Owner shall be the lesser of (A) DCLI Tract Owner’s proportionate share of the amount shown on Exhibit H attached hereto (the “Fully Phased Final FHI Budget Amount”) or (B) DCLI Tract Owner’s proportionate share of the actual amount of such assessments established by the Board. As used herein, “Aggregate Regular and Special Assessments” shall mean the sum of Regular Assessments and Special Purpose Assessments for any fiscal year of the Association. It is agreed that with regard to Aggregate Regular and Special Assessments for 2010 and thereafter, the obligation of DCLI Tract Owner to pay any increases in the Aggregate Regular and Special Assessments allocable to the DCLI Tract over the prior year’s Aggregate Regular and Special Assessments, shall be limited to an increase of five percent (5%) (the “Regular and Special Assessment Cap”) over the amount paid with respect to Aggregate Regular and Special Assessments allocable to the DCLI Tract for the immediately preceding year (“Prior Year Regular and Special Assessment Cap Base”).

(ii) Because the Fully Phased Final FHI Budget Amount includes proposed assessments for each of Parcels F (the small lake south of Turner Lake), H and I (the future right-of-way along J.T. Ottinger Road) as shown on Exhibit D, which such parcels may be phased in as Common Areas in, as yet undetermined, future years, clause (i) shall be subject to the provisions of this clause (ii) until the first fiscal year of the Association following the fiscal year in which the last of Parcels F, H or I is included within Common Areas for a full fiscal year (such following year, the “First Fully Phased Year”). With regard to any year in which any of Parcels F, H and/or I is phased-in as a Common Area (each, a “Phase-in Year”) the Regular and Special Assessment Cap applicable to such Phase-in Year shall be increased by an amount equal to the lesser of (A) the applicable line item budget as shown on Exhibit H for each of Parcel F, H, and/or I that is actually phased-in in such Phase-in Year (as well as the applicable prorated portion of reserves and management fees shown thereon), plus a five percent (5%) per year increase of the line item budget for any such Parcel as shown on Exhibit H hereto (and its corresponding portion of reserves and management fees) through the year to which such calculation applies multiplied by the DCLI Tract’s allocable share pursuant to Section 4.02, plus, in the case of the first Phase-in Year, the Administrative Expense shown on Exhibit H hereto.
(plus five percent [5%] per year increase of such Administrative Expense through the year to which such calculation applies) multiplied by the DCLI Tract’s allocable share pursuant to Section 4.02; or (B) the amount of the actual established assessments attributable to any such Parcel phased-in during such Phase-in Year (including its corresponding portion of reserves and management fees, and including actual administrative expenses) multiplied by the DCLI Tract’s allocable share pursuant to Section 4.02. For example, if the budgeted amount of Regular Assessments for Parcel F (the small lake south of Turner Lake) were $10,000 (including Parcel F’s corresponding portion of reserves and management fees, and including Administrative Expense shown on Exhibit H) per year for calendar year 2009, but such Parcel is not phased in until 2012, the cap amount would be increased to $11,500 during the year in which Parcel F is phased-in ($10,000 multiplied by 1.15 [three years at 5% per year]). If any Parcel is phased in during the middle of a fiscal year, then the cap shall be appropriately adjusted for the stub year and the year following such stub year.

(iii) Should the application of the Regular and Special Assessment Cap prevent a portion of Regular Assessments or Special Purpose Assessments normally allocable to the DCLI Tract in the absence of this Section 4.06(a) from being allocable to the DCLI Tract Owner, then such portion of Regular Assessments and/or Special Purpose Assessments, as applicable, shall be proportionately allocated among all other Owners in accordance with Section 4.05 as if the DCLI Tract were not a part of the Property and the DCLI Tract Owner were not an Owner.

(iv) It is contemplated that at the time of the phase in of Parcel F as a Common Area, such Parcel F may be improved with (i) hike and bike trails around or immediately adjacent to the lake on Parcel F (with the Owners having the right at no additional charge (other than reimbursement of Assessments as contemplated herein) to utilize such hike and bike trails) and/or (ii) other features for recreational or other enjoyment around or adjacent to such lake (with the Owners having the right at no additional charge (other than reimbursement of Assessments as contemplated herein) to utilize such other features for recreational or other enjoyment). If at the time of such phase in of Parcel F, Parcel F is not so improved with hike and bike trails around or immediately adjacent to the lake thereon (whether or not such Parcel F is improved with other features for recreational or other enjoyment around or adjacent to such lake), DCLI Tract Owner shall not be obligated to pay any portion of Assessments attributable to such Parcel F unless DCLI Tract Owner shall have approved in writing its obligation to pay same; provided that if DCLI Tract Owner does not approve in writing its obligation to pay same, DCLI Tract Owner shall have no right to the use and enjoyment of Parcel F (whether by utilizing any recreational or other features thereon or otherwise).

(b) **DCLI Cap on Master Association Assessments.**

(i) Subject to Section 4.06(b)(ii) below until the First Fully Phased Master Association Common Areas Year (as defined therein), but notwithstanding any other provisions in this Declaration to the contrary (but subject to the limitations on including such additional areas as Master Association Common Areas as provided in Section 4.05), 2009 Master Association Assessments payable by the DCLI Tract Owner shall be the lesser of (A) DCLI Tract Owner’s proportionate share of the amount shown on Exhibit I attached hereto ("**Fully Phased Master Association Common Areas Budget Amount**") or (B) DCLI Tract Owner’s proportionate share of the actual amount of such assessments established by the Board. It is agreed that with regard to Master Association Assessments for 2010 and thereafter, the obligation of DCLI Tract Owner to pay any increases in Master Association Assessments allocable to the DCLI Tract over the prior year’s Master Association Assessments, shall be limited to an increase

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of five percent (5%) (the “Master Association Cap”) over the amount paid with respect to Master Association Assessments allocable to the DCLI Tract for the immediately preceding year (“Prior Year Master Association Cap Base”).

(ii) Because the Fully Phased Final Master Association Common Areas Budget Amount includes proposed assessments for each of Parcels A, B, C, D, E, G, and J as shown on Exhibit D, which such parcels may be phased in as Master Association Common Areas in, as yet undetermined, future years, clause (i) shall be subject to the provisions of this clause (ii) until the first fiscal year of the Association following the fiscal year in which the last of Parcels A, B, C, D, E, G, or J is included within Master Association Common Areas for a full fiscal year (such following year, the “First Fully Phased Master Association Common Areas Year”). With regard to any year in which any of Parcels A, B, C, D, E, G, and/or J is phased-in as a Master Association Common Area (each, a “Master Association Common Areas Phase-in Year”) the Master Association Cap applicable to such Master Association Common Areas Phase-in Year shall be increased by an amount equal to the lesser of (A) the applicable line item budget as shown on Exhibit I for each of Parcel A, B, C, D, E, G, and/or J that is actually phased-in in such Master Association Common Areas Phase-in Year (as well as the applicable prorated portion of reserves and management fees shown thereon), plus a five percent (5%) per year increase of the line item budget for any such Parcel as shown on Exhibit I hereto (and its corresponding portion of reserves and management fees) through the year to which such calculation applies multiplied by the DCLI Tract’s allocable share pursuant to Section 4.02, plus, in the case of the first Master Association Common Areas Phase-in Year for Master Association 1 (as indicated on Exhibit I) and the first Master Association Common Areas Phase-in Year for Master Association 2 (as indicated on Exhibit I), the Administrative Expense shown on Exhibit I for such respective master association (plus a 5% per year increase of such Administrative Expense through the year to which such calculation applies) multiplied by the DCLI Tract’s allocable share pursuant to Section 4.02, or (B) the amount of the actual established assessments attributable to any such Parcel phased-in during such Master Association Common Areas Phase-in Year (including its corresponding portion of reserves and management fees, and including actual administrative expenses) multiplied by the DCLI Tract’s allocable share pursuant to Section 4.02. If any Parcel is phased in during the middle of a fiscal year, then the cap shall be appropriately adjusted for the stub year and the year following such stub year.

(iii) Should the application of the Master Association Cap prevent a portion of Master Association Assessments normally allocable to the DCLI Tract in the absence of this Section 4.06(b) from being allocable to the DCLI Tract Owner, then such portion of Master Association Assessments shall be proportionately allocated among all other Owners in accordance with Section 4.05 as if the DCLI Tract were not a part of the Property and the DCLI Tract Owner were not an Owner.

(iv) It is contemplated that at the time of the phase in of Parcel E as a Master Association Common Area, such Parcel E will be improved with (i) hike and bike trails around or immediately adjacent to Turner Lake (with the Owners having the right at no additional charge (other than reimbursement of Master Association Common Area Assessments as contemplated herein) to utilize such hike and bike trails) and/or (ii) other features for recreational or other enjoyment around or adjacent to Turner Lake (with the Owners having the right at no additional charge (other than reimbursement of Master Association Assessment as contemplated herein) to utilize such other features for recreational or other enjoyment). If at the time of such phase in of Parcel E, Parcel E is not so improved with hike and bike trails around or immediately adjacent to Turner Lake (whether or not such Parcel E is improved with other features for recreational or other enjoyment around or adjacent to Turner Lake), DCLI Tract Owner shall not
be obligated to pay any portion of the Master Association Assessment attributable to such Parcel E unless DCLI Tract Owner shall have approved in writing its obligation to pay same; provided that if DCLI Tract Owner does not approve in writing its obligation to pay same, DCLI Tract Owner shall have no right to the use and enjoyment of Parcel E (whether by utilizing any recreational or other features thereon or otherwise).

SECTION 4.07 DUE DATE OF ASSESSMENTS. The Regular Assessments provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner; provided, however, the Board shall have the right to require payment of Regular Assessments at other intervals if it deems that payment at such other intervals are appropriate (but with payment not required any earlier than thirty (30) days after delivery of the invoice therefor). The due date of any Assessment under Section 4.03 or Section 4.04, shall be fixed in the notice to the Owner or Owners providing for such Assessment, but will not be sooner than thirty (30) days after the date of such notice. Notwithstanding anything to the contrary contained herein, so long as DCLI or an affiliate of DCLI (as determined in Section 1.03) is an Owner or a lessee of an Owner, Assessments payable by DCLI or such affiliate shall be payable within sixty (60) days after an invoice is delivered by the Association to DCLI or the applicable affiliate of DCLI.

SECTION 4.08 PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS. The Assessments provided for herein shall be the personal and corporate debt of the Owner of the portion of the Property with respect to which such Assessment is made. No Owner, for any reason, may exempt itself from liability for Assessments. In the event that any Assessment or part thereof is not paid when due, the Owner or Owners of such portion of the Property shall be obligated to pay interest on such unpaid Assessment from such due date at the Default Rate of Interest together with all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys’ fees. The Board shall have the right to reject any partial payment of any Assessment and demand full payment thereof, or the Board may, in its sole discretion, elect to accept any such partial payment on account only, without in so doing waiving any rights established hereunder with respect to any remaining balance due. The obligation of any Owner to pay an Assessment with respect to a parcel made for any period of time that an Owner owns such parcel shall remain its personal or corporate obligation, as the case may be, (notwithstanding any future sale or conveyance of its parcel) and shall not pass to unrelated third party purchasers of such parcel or portion thereof unless expressly assumed by such third-party purchaser. However, the lien for any unpaid Assessments shall be unaffected by any sale or assignment of a full or partial ownership interest in such parcel affected thereby, or portion thereof, and shall continue in full force and effect. In the event of full or partial sale of an ownership interest in any portion of the Property, it shall be the obligation of the then Owner of such interest to disclose to any buyer, assignee, title company designated to handle such transaction, financing entity or other party to such sale any unpaid Assessments, such notice to be given in writing to all parties to the intended transaction at least 15 days before that date on which such transaction is to be consummated. A copy of such notice shall be sent to the Association at the same time. A former Owner shall not be liable for Assessments made with respect to a parcel first accruing after such Person no longer is the Owner of such parcel.

SECTION 4.09 ASSESSMENT LIEN AND FORECLOSURE. ALL SUMS ASSESSED IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE OF INTEREST AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES, ARE SECURED BY A CONTINUING CONTRACTUAL LIEN AND CHARGE ON THE PROPERTY COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH PROPERTY AND THE OWNER THEREOF AND ITS HEIRS, SUCCESSORS, DEVISEES, PERSONAL
REPRESENTATIVES AND ASSIGNEES. The aforesaid continuing contractual lien shall attach to the Property as of the date of the recording of this Declaration and shall be superior to all liens other than (a) a deed of trust or mortgage constituting a lien on the land of an Owner, (b) any sale and leaseback agreement or lease and subleaseback agreement whereby an Owner sells and simultaneously acquires a possessory interest under a lease from or other agreement with such transferee, and (c) the lien securing real estate taxes; provided, however, the types of liens referenced in (a) and (b) above shall be inferior and subordinate to the lien securing the obligation to pay Assessments to the extent of all unpaid Assessments set forth in any recorded Notice of Unpaid Assessments (as defined below) existing as of the date of such other lien that has not been duly released by the Association. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment lien is subordinate as provided above, all parcels within the Property are conveyed to and accepted and held by the Owner thereof subject to the Assessment lien provided for in this Section 4.09. To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessment (the “Notice of Unpaid Assessments”) setting forth the amount of the unpaid indebtedness, name of the Owner of the affected property and a description of the affected property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of the county in which the affected parcel is located. The Association shall promptly (and in any event within thirty (30) days after full payment has been received by the Association) record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced therein have been paid.

THE LIEN FOR PAYMENT OF ASSESSMENTS MAY BE ENFORCED BY FORECLOSURE OF THE LIEN UPON THE DEFAULTING OWNER’S PROPERTY BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE AS PROVIDED ABOVE EITHER BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH SECTION 51.002, TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. In addition, the Association may institute a suit against the Owner personally to obtain a judgment for unpaid Assessments. In any foreclosure proceeding, whether judicial or non-judicial, or in any other suit against the Owner, the Owner shall be required to pay the costs, expenses and reasonable attorneys’ fees incurred by the Association. The Association shall have the right and power to buy such property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a lien on any part of the Property, the Association shall report to said mortgagee any Assessments which are delinquent and unpaid at the time of the report.

SECTION 4.10 CERTIFICATE. Upon request by an Owner, the Association shall furnish to any party designated by such Owner a certificate certifying whether the applicable Owner is in default under this Declaration, including whether or not there are any unpaid assessments by such Owner and whether the property of such Owner subject to this Declaration is in compliance with the terms hereof. The certificate may be relied upon by such Owner or by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the Association based upon facts contrary to the certificate of which the Association had knowledge at the time of making the certificate.

ARTICLE V
ASSOCIATION BOARD OF DIRECTORS

SECTION 5.01 CREATION OF BOARD. The Association shall be governed by the Board elected in accordance with the Association Documents. The size and composition of the Board, its method of election and its duties and authorities shall be as provided in the Association Documents and
this Declaration, except that all members of the Board shall be Owners or employees, agents or officers of Owners. The Board shall exist and function solely for the benefit of the Property, the Association and the Members.

SECTION 5.02 USE OF ASSESSMENT FUNDS. The Board shall be responsible for the setting, collection and disbursement of Assessments. In general, the Board shall be empowered to cause the Association to take the following actions and to expend Regular Assessment and Special Purpose Assessment funds for the following purposes:

(a) the payment of the Common Expenses;

(b) if approved by the Members, the employment of contractors to maintain and repair Streets and utilities, but only to the extent that the City (or other responsible Governmental Entity) or appropriate utility company fails to do so in a manner deemed appropriate in the judgment of the Board;

(c) the employment of independent consultants or independent contractors to manage day to day operations of the Association; provided, however, neither the directors of the Association nor members of the DRB shall be paid any salary or other compensation by the Association for serving in such capacity;

(d) the employment of legal, accounting, engineering, architectural or other independent professional services, including, but not limited to, any services required to provide architectural review for any plans for the construction of Improvements on a Site;

(e) the purchase of a policy or policies of insurance insuring the Association, the Board and the DRB against any liability to the public or to the Owners (and/or visitors or occupants) incident to operation of the Association or the DRB;

(f) the purchase of fidelity bonds as provided in Section 5.06 below;

(g) the payment for materials, supplies, services, maintenance, repairs, alterations, insurance, ad valorem and other taxes on property owned by the Association or in which the Association has an easement and reasonable and customary general and administrative expenses which, in the opinion of the Board, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration, including, but not limited to, reasonable expenses of the DRB; and

(h) the payment of costs incurred in the exercise and performance by the Board or the Association of any of their authorities, duties and rights set forth in this Declaration.

In addition to the expending of Regular Assessment and Special Purpose Assessment funds for the aforementioned purposes, the Board also shall be empowered to expend funds collected through Special Member Assessments for those purposes set forth in Article IV of this Declaration.

SECTION 5.03 ADDITIONAL AUTHORITIES AND DUTIES OF THE ASSOCIATION. Subject to the provisions of Section 7.01(b) below, the Board shall have the following additional authorities and duties exercisable on behalf of the Association with respect to performance of the rights and obligations of the Association hereunder and the right to expend Assessment funds to pay the costs thereof:
(a) to enter into agreements or contracts with respect to: (i) insurance coverage for Common Areas and the Common Facilities; (ii) utility consumption and services matters necessary for the operation of the Common Areas and the Common Facilities and the provision and operation of the Common Services; (iii) maintenance, repair and operation of Common Areas, Landscaping in the Common Areas, in the Unpaved Right-of-Way and in the Parkway Landscape Areas and Common Facilities; and (iv) design, engineering and other consultant contracts for Common Areas, Unpaved Right-of-Way, Parkway Landscape Areas and Common Facilities;

(b) to determine the Common Services that should be obtained by the Association for the benefit of the Owners;

(c) to designate Common Areas and Common Facilities not listed in Section 1.02(g) and Section 1.02(i);

(d) to designate Project Signage Identification Areas;

(e) to borrow funds to pay any costs of operation permitted under this Declaration, secured by assignment or pledge of Assessments, as the Board may determine to be necessary and appropriate in accordance with this Declaration;

(f) to enter into contracts for goods and services or other purposes, maintain one or more bank accounts and generally to have all the powers necessary or incidental as may be required for prudent operation and management of the Association;

(g) to sue or to defend in any court of law on behalf of the Association;

(h) to make, or cause to be made, any tax returns, reports or other filings required by federal, state or local governmental authorities relating to the Association, Common Areas and/or the Common Facilities, as applicable;

(i) to make available to each Owner within ninety (90) days after the end of any Association fiscal year a written annual report on financial affairs of the Association (prepared in accordance with generally accepted accounting principles) for the preceding year, and, upon the approval by a Special Vote of the Members, to have such report audited by an independent certified public accountant selected by the Board, which audited report, if required, shall be completed and made available to each Member as soon as practical after a request is received by the Board;

(j) to adjust the amount, collect and use any insurance proceeds to repair or replace any damaged or lost property or to reimburse persons or entities entitled to receive reimbursement for injury, damage or losses, and, if said insurance proceeds are insufficient to provide full reimbursement as may be required, the Board may act to collect funds through Special Purpose Assessments or Special Member Assessments, whichever is applicable;

(k) to enforce the provisions of this Declaration and the Development Guidelines and to enjoin action or seek damages and/or remedial action from any Owner for violation of this Declaration or the Development Guidelines, which right shall include, but is not limited to, the right, but not the obligation, to enter onto any part of the Property to perform obligations of the Owner thereof who has failed to do so beyond all applicable notice and cure periods in accordance with the provisions of this Declaration or the Development Guidelines;
(l) to maintain books and records with respect to all aspects of the operations of the Association and to the levy, collection, receipt, administration, expenditure and disposition of all Assessments and other funds held by the Association in accordance with generally accepted accounting principles (that separately reflect all Association reserve funds), and to permit any Owner (or a person designated by such Owner in writing) to inspect, copy and audit the same upon reasonable notice during normal business hours at an office of the Association located in Tarrant County, Denton County or Dallas County, Texas, whereupon, if the determination of such audit, establishes that any such Owner underpaid or overpaid its share of Assessments (as required pursuant hereto), then the Association shall refund to such Owner any such overpayment, or such Owner shall pay to the Association any such underpayment (as applicable), within thirty (30) days after the conclusion of such determination (or, if such underpayment is due from DCLI or an affiliate of DCLI (as determined in Section 1.03) within sixty (60) days after invoice therefor);

(m) to enforce the Development Guidelines (the “Development Guidelines”) which shall serve as a guide for Owners in the planning and construction of Improvements and as a guide for the DRB in reviewing and approving or disapproving plans and specifications for Improvements and to revise the same from time to time as approved by a Special Vote of the Members, with copies of revisions to be furnished to all Owners. The Development Guidelines shall not contain any provisions that (i) conflict with the provisions of this Declaration, (ii) attempt to prohibit uses that comply with Section 7.01(a) below and that are not prohibited by Section 7.02 below, or (iii) restrict or diminish rights of Owners as specifically provided in this Declaration;

(n) to appoint members of the DRB to the extent provided in Article VI below;

(o) to own fee simple title or an easement interest to the Special Landscape Areas, the Project Identification Signage Areas, the Common Areas and any other areas determined by the Board to be appropriate;

(p) to promulgate reasonable rules governing the use of the Common Areas, the Common Facilities and the Common Services; and

(q) to perform such other duties and functions as are necessary to carry out the rights and obligations of the Board and the Association under this Declaration.

The Association shall have the right to perform such other functions, and to utilize Assessments to pay the cost thereof, in a manner not inconsistent with this Declaration, to the extent that such other functions and services are approved by a Special Vote of the Members.

SECTION 5.04 AFFILIATED CONTRACTS. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for performance of services which the Association is obligated or authorized to obtain, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interests of the Association, provided that the level of service received and the price paid for such services are consistent with that available from third parties. In determining whether any such affiliated contract is competitive, the Board shall obtain estimates, bids or informal quotes from other possible providers of similar services, all of which shall be made available for review by any Owner upon written request submitted to the Association.

SECTION 5.05 LIABILITY LIMITATIONS. No Member, director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association.
The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual gross negligence, willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts, approval of actions that violate the provisions of Section 7.01(b) below or as provided in the Association Documents. Such directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association, as a Common Expense of the Association, shall indemnify and hold such directors and officers harmless from any and all expense, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director and each officer of the Association shall be indemnified and held harmless by the Association, as a Common Expense of the Association, from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reason of having served as such director or as such officer and against all expenses, losses and liabilities, including court costs and reasonable attorneys' fees, incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party or have become involved by reason of being such director or officer at the time such expenses are incurred subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director or such officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct, bad faith in the performance of his duties or intentional wrongful acts, approval of actions that violate the provisions of Section 7.01(b) below or any act specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable (this indemnity does cover liabilities resulting from such director's or officer's negligence). Any right to indemnification provided for herein shall not be exclusive of any other rights to which a director or officer, or former director or officer, may be entitled. The Association shall purchase and maintain, as a Common Expense, directors' and officers' insurance on behalf of any person who is or was a director or officer of the Association against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

SECTION 5.06 INSURANCE.

(a) INSURANCE. The Association, acting through the Board shall have the right to purchase, carry and maintain in force, to the extent available (i) commercial general liability insurance covering any and all portions of the Common Areas and covering the Common Facilities, Common Services and the Parkway Landscape Areas, for the interest of the Association, the Board, agents and employees, and of all Members, in such coverage and amounts and with such endorsements as shall be considered by the Board, in its sole discretion, to be reasonable (but subject to the minimum amounts more particularly described below); (ii) directors' and officers' insurance containing an expanded definition of wrongful act to include errors and omissions coverage for the Association and the DRB, in an amount not less than $10,000,000; (iii) blanket fidelity bond covering all Board members, officers or employees of the Association in the minimum amount of $5,000,000; (iv) worker's compensation coverage meeting the statutory requirements of the state of Texas and employer's liability insurance in an amount not less than $1,000,000 (or such higher amounts as may be required by applicable law); (v) automobile liability insurance covering any owned, non-owned or hired vehicles of the Association in the minimum amount of $1,000,000 combined single limit; (vi) All Risk property insurance on any real property and/or improvements of the Association on a full-replacement-cost basis for such improvements, including a waiver of subrogation for the benefit of the Owners; and (vii) an umbrella liability policy with the coverages required in (i), (iv) and (v) scheduled as underlying coverages in the minimum amount of $10,000,000 per occurrence. The Board shall carry such insurance at such limits of coverage and with financially sound companies licensed to do business in Texas having, to the extent commercially available, an A.M. Best's (or its equivalent) rating of A-: VII or better, as the Board deems appropriate. Notwithstanding the above, the Association shall carry and maintain (A) to the extent such
coverage is reasonably available as determined by the Board, commercial general liability insurance with policy limits of at least $1,000,000 and an umbrella policy of at least $10,000,000 covering occurrences in the Common Areas or as the result of the operation of Common Services or Common Facilities, and (B) such insurance, if any, that is required by law. The Association shall use any net insurance proceeds for the purpose the insurance was intended, including, but not limited to, the repair and/or replacement of any damaged or lost property, whether real or personal. Any unused balance from the proceeds of insurance paid to the Association shall be retained by the Association for use in the payment of Common Expenses. Should insurance proceeds be insufficient to fully reimburse any loss or damage, the Association may levy a Special Purpose Assessment or a Special Member Assessment, whichever is applicable, to cover such deficiency.

(b) **RELEASE AND WAIVER OF SUBROGATION.** The Association hereby releases each Owner from, and waives any right to recover against any Owner for, any liability for (i) any loss or damage to the Common Areas or Common Facilities, (ii) any loss or damage to property of the Association, or (iii) any other direct or indirect loss or damage caused by fire or other hazards, in each case, only to the extent that such loss or damage described in clauses (i)-(iii) are covered (and only to the extent of such coverage) by the property insurance coverages maintained by the Association pursuant to Section 5.06(a)(vi). An Owner shall not be liable to the Association for the above described covered losses or damages, regardless of any negligence on the part of such Owner which may have caused or contributed to the loss or damage. The Association waives fully, and for the benefit of each Owner, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Association shall, to the extent such insurance endorsement is available, obtain or cause to be obtained, for the benefit of the Owners, a waiver of any such right of subrogation which the insurer(s) of the Association may acquire against any Owner(s) by virtue of the payment of any such loss covered by such insurance.

**ARTICLE VI**

**DEVELOPMENT REVIEW BOARD**

**SECTION 6.01 CREATION OF DEVELOPMENT REVIEW BOARD.** The Association shall establish and maintain a Development Review Board (the “DRB”) consisting of three persons (which may be increased in size as provided below), of which: (a) one member of the DRB shall be appointed by DCLI (or its transferee, as more particularly described below), (b) one member of the DRB shall be appointed by Declarant until the earlier of the date on which AIL or any affiliate thereof ceases to be the Declarant or the date on which Declarant owns less than ten percent (10%) of the Property (exclusive of Streets, Public Open Space and Common Areas) (such date is referred to herein as the “**Declarant DRB Conversion Date**”), and (c) all remaining members of the DRB shall be appointed by the Board. The Board may at any time increase or decrease the number of members of the DRB so long as (i) the DRB at all times consists of at least three members, (ii) in the event of any increase or decrease, one-third of the members of the DRB shall be appointed by DCLI, one-third of the members of the DRB shall be appointed by Declarant until the Declarant DRB Conversion Date, and (iii) all remaining members of the DRB shall be appointed by the Board. Any or all Board-appointed members of the DRB may be removed by the Board with or without cause. The member of the DRB which is appointed by DCLI or Declarant may be replaced by DCLI or Declarant, as applicable, with or without cause. After the Declarant DRB Conversion Date, the member of the DRB which is appointed by Declarant may be removed by the Board with or without cause. Prior to the Conversion Date, Declarant shall have the right to approve the assignment of the DCLI’s right to appoint DRB member(s) as provided above to any party other than an affiliate of DCLI, which consent shall not be unreasonably withheld, delayed or conditioned so long as the transferee of such rights is DCLI Tract Owner that has a reputation that is generally respected in the national or regional business community. For the purposes of Declarant’s approval rights as described in the preceding sentence, a member or an affiliate of a member of any of the entities listed
in the Fortune 1000 list (as the same may be updated or modified from time to time) is hereby pre-approved by Declarant hereunder. Any Person which controls, is controlled by, or is under common control with the DCLI Tract Owner shall be considered an “affiliate” of the DCLI Tract Owner for the purpose of this Section 6.01. The vote of the majority of the voting members of the DRB shall be the act of the DRB. If DCLI assigns its rights under this Section 6.01 to a transferee as provided herein, its transferee shall have the rights provided herein, and such transferee shall have the right to transfer its rights hereunder (subject to the provisions of this Section 6.01.)

SECTION 6.02 FUNCTION OF DEVELOPMENT REVIEW BOARD. A function of the DRB is to review and approve or disapprove plans and specifications for Improvements proposed to be installed or modified on portions of the Property. OTHER THAN INTERIOR ALTERATIONS AS PROVIDED IN SECTION 6.05 BELOW OR PERMITTED IMPROVEMENTS AS PROVIDED IN SECTION 6.06 BELOW, NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED OR PERMITTED TO REMAIN ON SUCH PORTION OF THE PROPERTY UNTIL PLANS AND SPECIFICATIONS, IN SUCH FORM AND DETAIL AS THE DRB MAY DEEM NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE DRB AND APPROVED BY IT IN WRITING. The vote of a majority of the members of the DRB shall be considered as the act of the DRB. The Board, from time to time, may establish and revise a reasonable and standard review fee (not to exceed $1,500.00 on the Effective Date, such amount to be annually increased or decreased proportionate to the corresponding increase or decrease in the Consumer Price Index for Urban Wage Earners and Clerical Workers for Dallas Fort Worth, Texas over the same period), which must be paid by an Owner at the time plans are submitted for review. The DRB shall have the authority to select and employ professional consultants to assist it in discharging its duties if the DRB determines that it does not have sufficient expertise or time to review any submitted plans, the cost of such consultants to be paid by the Owner of the Site for which plans and specifications have been submitted for approval, which cost shall be in addition to the review fee referenced above. The process of reviewing and approving plans and specifications is one which of necessity requires that the DRB is called upon from time to time to make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration or the Development Guidelines. The DRB is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration and the Development Guidelines in such manner and with such results as the DRB, in its sole discretion, may deem appropriate. While the Development Guidelines are intended as a general guide for development within the Property, the DRB shall have the right to grant variances from the Development Guidelines as it, in its sole judgment, deems appropriate; however, and notwithstanding the foregoing, such judgments, interpretations and variances may not be used as to allow violations of this Declaration or be inconsistent with the provisions of Section 1.1 of the Development Guidelines. The DRB shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable, and the DRB or the Association shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans and specifications that have not been approved in writing by the DRB. Improvements for which DRB approval is required are to be constructed in accordance with the Development Guidelines in existence as of the date the preliminary plans therefor are submitted to the DRB as required hereunder. Subsequent changes to the Development Guidelines shall not require changes in existing construction or plans previously approved by the DRB. THE RIGHTS AND POWERS OF THE DRB UNDER THIS ARTICLE VI ARE SUBJECT TO THE PROVISIONS OF SECTION 7.01(B) BELOW.
SECTION 6.03 PLANS AND SPECIFICATIONS.

(a) The DRB shall have the right to disapprove any submitted plans that are not in compliance with this Declaration and the Development Guidelines, if they are incomplete or if the DRB determines that such plans are deficient from an engineering or design standpoint. The DRB may base its approval or disapproval on, among other things:

(i) architectural character of all proposed Improvements, taking into consideration the aesthetic quality of any structures with respect to height, form, proportion, volume, siting, exterior materials and roofing materials (with regard to type, scale, texture, color and durability), proposed quality of workmanship and the appearance of the Improvements from the air;

(ii) adequacy of Site dimensions for the proposed Improvements;

(iii) conformity and harmony of external design with Improvements on neighboring Sites and types of operations and uses thereof;

(iv) relation to topography, grade and finish ground elevations to that of neighboring Sites;

(v) effect of the Improvements on aircraft navigation or communication and communication or navigation aids or equipment;

(vi) screening of mechanical and other installations;

(vii) functional appropriateness with respect to vehicle handling, pedestrian circulation, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Sites), drainage, utility service systems and lighting;

(viii) extent and quality of landscaped areas;

(ix) exterior signing; or

(x) compliance with the purpose and general plan, intent and provisions of this Declaration and the Development Guidelines;

Each Owner shall follow the procedures and requirements for the submission of plans and specifications for proposed Improvements as set forth in the Development Guidelines. The DRB shall be available on a reasonable basis, upon reasonable request of an Owner, to meet with an Owner or its representatives to discuss and answer questions concerning proposed Improvements and their compliance with this Declaration and the Development Guidelines.

(b) The development review process consists of three phases: the Concept Plan Phase, the Preliminary Plans Review and the Final Plans Review.

(c) The Concept Plan Phase is the opportunity for the DRB to communicate to an Owner any specific development requirements for the Owner's Site and for the Owner to present to the DRB such Owner's concept design for the Improvements proposed to be constructed or installed on its Site. The concept design plan submitted by the Owner shall provide and show all information specified
and required in the Development Guidelines. The DRB must approve in writing the Owner’s design concept before the DRB will accept the Owner’s submission for Preliminary Plans Review. THIS DESIGN CONCEPT PRESENTATION SHALL OCCUR AS EARLY AS POSSIBLE IN THE DESIGN PHASE FOR ANY IMPROVEMENTS. A PRIMARY PURPOSE OF THIS INITIAL PRESENTATION IS TO IDENTIFY ANY GENERAL DESIGN ASPECTS OF THE PROPOSED IMPROVEMENTS THAT ARE UNACCEPTABLE TO THE DRB AT A TIME PRIOR TO THE OWNER HAVING INCURRED SUBSTANTIAL DESIGN AND ENGINEERING COSTS.

(d) Based on the design concept approved by the DRB, the Owner shall submit to the DRB its preliminary plans for the proposed Improvements on its Site for Preliminary Plans Review by the DRB. Such plans shall provide and show all of the information, drawings and data specified and required in the Development Guidelines and such other information as may be reasonably required by the DRB. The DRB must approve in writing the Owner’s preliminary plans for such Improvements before the DRB will accept the Owner’s submission for Final Plans Review.

(e) Based upon the preliminary plans approved by the DRB, the Owner shall submit to the DRB its final plans and specifications for the proposed Improvements on its Site for Final Plans Review by the DRB. Such plans and specifications shall be prepared by an architect, professional engineer, landscape architect and land surveyor (as appropriate) registered under Texas law, bearing the signature, seal and certification of such architect, professional engineer, landscape architect and land surveyor (as appropriate) and shall provide and show all of the information, drawings and data specified and required in the Development Guidelines and such other information as may be required by the DRB. The plans shall be accompanied by the written certification by the Owner’s architect, professional engineer, landscape architect or land surveyor (as appropriate) that the Improvements comply with the provisions of the Development Guidelines and this Declaration. If any of the plans or specifications that are submitted do not comply with this Declaration or the Development Guidelines, the Owner’s architect, professional engineer, landscape architect or land surveyor (as appropriate), in such certificate, shall specify and explain any noncompliance.

(f) At the request of an Owner, the DRB shall review plans for phased or “fast-track” construction prior to reviewing plans for the completed construction project. All additional costs of consultants necessary to provide this type of review shall be paid by the Owner. Any such request for such approval procedure shall be at the risk of such Owner, because the DRB shall have the right to withhold further approvals or to withdraw its approval of plans previously submitted if later plans for further construction on such Site result in such previously approved Improvements no longer being in substantial compliance with this Declaration or the Development Guidelines, or no longer being consistent in all material respect with plans for the Site previously approved by the DRB. In such event, the Owner shall modify any such previously constructed Improvements as may be required by the DRB.

(g) Approval of plans and specifications shall be based upon a determination by the DRB as to whether or not in its judgment such plans and specifications adequately meet objectives established for the Property with regard to aesthetic quality, as well as meeting the requirements created by this Declaration and the Development Guidelines. The DRB shall notify the Owner of the DRB’s disapproval of any portion of the plans or other submissions and shall give the reasons for such disapproval. Approval of any plans and specifications with regard to certain Improvements shall not be deemed a waiver of the DRB’s right, in its discretion, to disapprove similar plans and specifications, or any of the features or elements included therein, for any other Improvements or to refrain from granting similar variances.

(h) If any submission of plans is not complete or does not include all data required by this Declaration or the Development Guidelines, the DRB, within fifteen (15) days after such
submission, shall notify the Owner of such deficiencies, and such plans shall not be considered to have been submitted until such deficiencies have been corrected. Should the DRB fail to approve or disapprove any concept design plans, preliminary plans or final plans, properly presented by an Owner as provided above, within twenty (20) days after submittal thereof to the DRB in a form and fully complete as required by the DRB and the Development Guidelines, it shall be presumed that the DRB has approved such properly submitted plans and specifications, unless prior to the end of such 20-day period, the DRB shall have notified the Owner submitting such plans and specifications in writing that an additional time period, not to exceed ten (10) days, is needed for further review, after which additional period it shall be presumed that approval has been given absent specific disapproval in writing having been given by the DRB during such additional review period. The DRB in the future may modify, by provisions in the Development Guidelines, the procedure for the submission and review of plans provided the review times set forth above are not materially changed.

(i) If work is not commenced within eighteen (18) months from the date of DRB approval of final plans (or such greater period as may have been approved by the DRB in connection with DRB approval of final plans), then the approval given pursuant to this Article VI shall be deemed revoked by the DRB, unless the DRB extends the time for commencing work. In any event, all work covered by such approval, once commenced, shall be constructed with due diligence and completed as soon as reasonably possible, but must be completed within three (3) years of the commencement thereof (or such greater period as may have been approved by the DRB in connection with DRB approval of final plans), except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, unless the DRB extends the time for completion. To the extent an Owner desires to perform any Improvements in phases, such Owner may submit phased plans and anticipated schedules for approval of such phased Improvements and scheduling.

SECTION 6.04 INSPECTIONS. The DRB, or its designees, shall have the right during reasonable business hours to enter upon and inspect any Site or Improvements then under construction to determine whether or not the plans therefor have been approved by the DRB. If the DRB shall determine that such plans have not been approved or that the plans which have been so approved are not being substantially complied with, the DRB may, in its discretion, give the Owner of such Site and Improvements written notice to such effect, and, thereafter, the Board or the DRB, on behalf of the Association, shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with approved plans. If any Improvements shall be altered or replaced on any Site otherwise than in substantial conformity with the approved plans therefor, such action shall be deemed to have been undertaken without requisite approval of the DRB and to be in violation of this Declaration; and the Board or the DRB, on behalf of the Association, shall be entitled to take action as permitted under this Declaration with respect thereto.

SECTION 6.05 INTERIOR ALTERATIONS. Notwithstanding any other provisions of this Declaration or the Development Guidelines, an Owner may make Improvements and alterations within the interior of any building on its Site without first obtaining DRB approval, provided such Improvements and alterations do not change the exterior appearance of any Improvements.

SECTION 6.06 PERMITTED IMPROVEMENTS. Notwithstanding any other provisions of this Declaration or the Development Guidelines, an Owner may make the following types of Improvements (collectively, "Permitted Improvements") on its Site without first obtaining DRB approval: replacements of Improvements, provided such replacements are consistent with plans previously approved by the DRB (such as, as an example only and without limiting the generality of the foregoing, the replacement of an exterior wall, or the replacement of landscaping materials, provided that such Improvements are performed consistent with plans previously approved by the DRB).
SECTION 6.07 CHANGES. No construction or installation of Improvements on a Site that is inconsistent with, in addition to or materially different from any previously approved plans shall be commenced or permitted until the plans reflecting such change or addition have been submitted to and approved by the DRB in accordance with this Article VI; provided, however, no such approval is required for changes permitted to be made herein without the approval of the DRB including, without limitation, any improvements to the interior of any building in accordance with Section 6.05 above and any Permitted Improvements in accordance with Section 6.06 above.

SECTION 6.08 LIMITATION OF LIABILITY. Declarant, the Association, the Board or any of its members and the DRB or any of its members, shall not, individually or in combination, be liable in damages or otherwise to any Person submitting plans or specifications for approval or to any Owner of any portion of the Property, by reason of subjective decisions, mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted; provided, however, this provision does not apply to acts of gross negligence, willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts, the requirement of actions that violate the provisions of Section 7.01(b) below or to any act specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable. Declarant, the Association, the Board or any of its members and the DRB or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering or defect associated with any Improvement constructed on the Property. APPROVAL OF PLANS AND SPECIFICATIONS BY THE DRB DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT ITS PLANS AND SPECIFICATIONS COMPLY WITH SUCH REQUIREMENTS AND PRACTICES.

SECTION 6.09 CERTIFICATE OF COMPLIANCE. Upon request by an Owner who has complied with the provisions of this Article VI, the Association shall deliver to such Owner, a written certificate of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance, notwithstanding any provision to the contrary in Section 6.04.

SECTION 6.10 DOCUMENTATION. Within ninety (90) days after completion of any Improvements requiring DRB approval hereunder (with regard to any Improvements requiring a certificate of occupancy, "completion" shall be the date of issuance of any such certificate of occupancy), the Owner of such Site shall provide to the Association as-built site, utility, drainage and landscape plans, plans for irrigation systems in the Parkway Landscape Area on and adjacent to such Site and such other as-built information which may be requested by the Board or the DRB.

ARTICLE VII
DEVELOPMENT COVENANTS

SECTION 7.01 GENERAL.

(a) No use shall be permitted on the Property which is not allowed under applicable public codes and ordinances either already adopted or as may be adopted by the City or other controlling public authority. Each Owner, occupant or other user of any portion of the Property at all times shall comply with this Declaration and the Development Guidelines and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. IN SOME
REFERENCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS
RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION AND THE
DEVELOPMENT GUIDELINES. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY
SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS
DECLARATION OR THE DEVELOPMENT GUIDELINES, THE MOST RESTRICTIVE
REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE
COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION OR
THE DEVELOPMENT GUIDELINES WOULD RESULT IN A VIOLATION OF
MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT
THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH
MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE
BREACH OF THIS DECLARATION OR THE DEVELOPMENT GUIDELINES EVEN
THOUGH SUCH COMPLIANCE MAY RESULT IN NONCOMPLIANCE OF PROVISIONS
OF THIS DECLARATION OR THE DEVELOPMENT GUIDELINES. WHERE A
GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE
PROVISIONS OF THIS DECLARATION OR THE DEVELOPMENT GUIDELINES BUT
PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS
DECLARATION OR THE DEVELOPMENT GUIDELINES, THE PROVISIONS OF THIS
DECLARATION AND THE DEVELOPMENT GUIDELINES SHALL PREVAIL. All portions of
the Property shall be developed in accordance with this Declaration as such may be amended as herein
provided. The provisions of this Article VII set forth certain requirements which, in addition to the other
provisions of this Declaration and the Development Guidelines, shall apply with respect to the
development and use of the Property.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED
IN THE PROVISIONS OF THIS DECLARATION OTHER THAN THIS SECTION 7.01(b),
THE ASSOCIATION, THE BOARD AND THE DRB SHALL NOT HAVE THE RIGHT OR
AUTHORITY TO EXERCISE ANY OF THE POWERS OR RIGHTS GRANTED TO ANY OF
THEM IN THIS DECLARATION IN SUCH A MANNER AS TO PROHIBIT THE USE BY ANY
OWNER OF ITS SITE FOR ANY USE (i) THAT DOES NOT VIOLATE THE FOREGOING
PROVISIONS OF SECTION 7.01(a) ABOVE, AND (ii) THAT IS NOT PROHIBITED BY THE
PROVISIONS OF SECTION 7.02 BELOW. BY WAY OF EXAMPLE, THE BOARD SHALL
NOT ADOPT (INITIALLY OR BY AMENDMENT) DEVELOPMENT GUIDELINES THAT
ARE DESIGNED TO PROHIBIT AN OWNER'S USE OF ITS SITE THAT OTHERWISE
WOULD BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 7.01(a) ABOVE AND
NOT PROHIBITED BY SECTION 7.02 BELOW. FURTHER, BY WAY OF EXAMPLE, THE
DRB SHALL NOT EXERCISE ITS APPROVAL RIGHTS UNDER ARTICLE VI OF THIS
DECLARATION IN A MANNER INTENDED TO PROHIBIT AN OWNER'S USE OF ITS SITE
THAT OTHERWISE WOULD BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION
7.01(a) ABOVE AND NOT PROHIBITED BY SECTION 7.02 BELOW. THE PROVISIONS
OF THIS SECTION 7.01(b), HOWEVER, DO NOT AFFECT (A) THE RIGHT AND AUTHORITY
OF THE ASSOCIATION, THE BOARD OR THE DRB TO EXERCISE THEIR RIGHTS AND
POWERS SET FORTH IN THIS DECLARATION, OR (B) THE OBLIGATIONS OF EACH
OWNER TO COMPLY FULLY WITH THE PROVISIONS OF THIS DECLARATION,
SPECIFICALLY, BY WAY OF EXAMPLE, BUT NOT IN LIMITATION, THE PROVISIONS
OF ARTICLE VI AND ARTICLE VII OF THIS DECLARATION NOTWITHSTANDING ANY
INCIDENTAL EFFECT OF SUCH COMPLIANCE ON AN OWNER'S USE OF ITS SITE.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS
DECLARATION, NOTHING HEREIN SHALL PROHIBIT, RESTRICT OR INTERFERE
WITH THOSE CERTAIN EXISTING FARMING, RANCHING, RECREATIONAL, AND
RESIDENTIAL IMPROVEMENTS OR USES IN THE LOCATIONS CURRENTLY EXISTING OR ONGOING ON THE PROPERTY AS OF THE EFFECTIVE DATE. FURTHER, IN THE EVENT THAT TRACT 7 IS LATER INCLUDED WITHIN THE PROPERTY PURSUANT TO THE TERMS OF THIS DECLARATION, THE FIRST SENTENCE OF THIS CLAUSE (c) SHALL APPLY TO TRACT 7 AND THE FARMING, RANCHING, RECREATIONAL, AND RESIDENTIAL IMPROVEMENTS OR USES THEREON AS OF THE EFFECTIVE DATE.

SECTION 7.02 PROHIBITED USES. Without limiting the generality of Section 7.01 above, but specifically subject to Section 7.01(c) above, the following uses are prohibited on the Property:

(a) residential uses, including, but not limited to, mobile homes and trailer courts; provided, however, (i) residential uses that are incidental to or ancillary to the conduct of any business on the Property, including, for example and without limitation, housing for students or trainees, and (ii) hotels and motels, including, without limitation, conference and educational centers accommodating overnight guests, are permitted;

(b) overnight parking of campers, mobile homes, boats or motor homes except in areas that are covered, enclosed or screened in a manner approved by the DRB;

(c) junkyard, salvage yard or storage facility for abandoned vehicles, abandoned aircraft or abandoned aircraft or vehicle parts;

(d) the dumping and incineration of garbage or refuse of any nature;

(e) the smelting of iron, tin, zinc or other ore;

(f) sanitary landfill;

(g) pawn shop;

(h) sexually-oriented business such as, but not limited to, x-rated movie or video sales, sexually oriented theater or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers or escort service;

(i) slaughterhouse or feedlot;

(j) drive-in movie theater;

(k) mineral refining facilities;

(l) horse or dog racing track or any facility for off-track pari-mutuel betting; and

(m) any use that interferes with aircraft navigation or communication, including, but not limited to, any use that would interfere with the operation of a Federal Aviation Administration Category III instrument landing system if such system in fact was operated in connection with Fort Worth Alliance Airport.

SECTION 7.03 SETBACKS.

(a) Except as hereinafter specifically provided, each Site shall be subject to “Front Yard Setbacks” consisting of a “Paving Setback” and a “Building Setback” measured in feet from the
right-of-way line of each Street contiguous to such Site (a Site shall have a front yard on each boundary abutting a Street) as follows:

<table>
<thead>
<tr>
<th>Street</th>
<th>Paving Setback</th>
<th>Building Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Streets</td>
<td>20 feet</td>
<td>70 feet</td>
</tr>
</tbody>
</table>

Notwithstanding the Building Setbacks specified above, each front yard Building Setback for any building to be constructed on a Site that will be greater in height than the width of the above-specified applicable front yard Building Setback shall be increased two feet for each one foot of building height in excess of the width of the above-specified applicable front yard Building Setback.

(b) Except as hereinafter specifically provided, each Site shall be subject to "Side and Rear Yard Setbacks" on all sides of a Site not abutting a Street consisting of a five-foot Paving Setback and a 50-foot Building Setback (except (i) when the site is adjacent to existing residential zoned property, in which case the building setback will be 100' and (ii) the boundary line of the DCLI Tract and the tract of land described on Exhibit G hereto, in which case the paving setback is 50', but such paving setback shall not apply to the installation, repair and maintenance of the permanent access road scheduled to be constructed from Westlake Parkway to the DCLI Tract as more particularly described in the Put Agreement of even date herewith between Declarant and DCLI), measured from the applicable boundary lines of the Site.

(c) No Improvements shall be constructed, installed or planted by an Owner within a Paving Setback or within the Unpaved Right-of-Way on or adjacent to a Site other than Landscaping, sidewalks, underground utility lines and connections (including surface mounted switch gear), driveways crossing such area into the Site, and, but only if such are approved in writing by the DRB, gates and gatehouses, landscape walls, signs, flags, sculpture and other Improvements specifically authorized by the DRB.

(d) No Improvements shall be constructed, installed or planted on any Site between the Paving Setback and the Building Setback applicable to such Site except for:

(i) those Improvements permitted in Section 7.03(c) above;
(ii) underground structures;
(iii) steps, pedestrian plazas, benches and related hardscape;
(iv) planters and retaining walls;
(v) fences, screening walls and security walls approved in writing by the DRB;
(vi) driveways, porte cochere and surface parking areas; and
(vii) other Improvements specifically authorized by the DRB.

SECTION 7.04 SITE CIRCULATION. Declarant intends for the Property to be developed in such a manner to minimize the number of curb cuts on to and median cuts in Streets, all of which curb and median cuts must be approved in writing in advance by the DRB. Driveways on a Site shall be paved with concrete and shall accommodate adequate vehicle stacking so that stacking on Streets of vehicles entering the Site is minimized. Notwithstanding the provisions of Section 7.03 above, the DRB may, in
its discretion, permit jointly used driveways along the common side or rear yard boundary lines of two adjacent Sites designed to facilitate vehicular circulation provided other side and rear yard Landscaping is provided on such Sites acceptable to the DRB. Each Owner, in accordance with the provisions of the Development Guidelines, shall install sidewalks on its Site and the Unpaved Right-of-Way of any abutting Street if, as and when required to do so by the City. The design, materials and location of such sidewalks are subject to approval of the DRB. In addition, pedestrian circulation areas around buildings and parking areas shall be installed and landscaped as shown on the preliminary plans approved by the DRB.

SECTION 7.05 FIRE PROTECTION. All buildings shall be designed, constructed and maintained so as to comply fully at all times with any applicable public codes, ordinances, rules, regulations and orders relating to fire protection. All such buildings and their associated ingress and egress from and to Streets and surface parking areas shall be so located, marked and protected from encroachment as to function effectively at all times. Appropriate signage, subject to DRB approval, shall be installed for such fire lanes as may be required either by any public authority or by the DRB and be kept in readable condition.

SECTION 7.06 PARKING. Each Owner must provide on its Site adequate parking areas for employees, the handicapped, visitors and service vehicles. No parking shall be permitted on Streets or on entrance driveways on the Site. All surface parking shall be on a surface that is either paved, constructed using an engineered system and/or a surface intended to accommodate vehicular traffic and parking. Such systems may include modular unit pavers, modular open grid systems or similar capable of supporting grass and/or plant growth and/or ballast. Asphalt parking areas shall be constructed using a section as typically required by local engineering practices. To the extent required by the DRB, all surface parking shall be screened to block the ground level view of automobiles below their hood lines and otherwise to reduce the visibility of vehicles and parking surfaces from Streets, in a manner reasonably satisfactory to the DRB.

SECTION 7.07 SIGNAGE. No sign or other advertising device of any nature shall be placed on the Property except as approved by the DRB. No rooftop signs shall be placed on the Property. Declarant or the Association shall have the right to install and maintain standard directional/informational signage and traffic signage in any Unpaved Right-of-Way. No Owner or occupant of a Site shall use the name “Circle T Ranch” or the registered “Circle T Ranch” logo or mark in the name of any building or project or in any printed advertising or promotional material without the prior written consent of Declarant.

SECTION 7.08 EXTERNAL ILLUMINATION. External lighting of buildings, drives, parking areas, walks and plazas on a Site, pursuant to plans approved by the DRB, is required. Standards and requirements for illumination, with respect to fixture type, method of erection, height, material, finish, color and base installation, must be approved by the DRB in its reasonable discretion. To the extent practical, lighting on a Site shall be from concealed sources unless otherwise approved by the DRB and shall be designed to minimize glare or light flow onto adjacent structures and property.

SECTION 7.09 ANTENNAE AND TOWERS. No free-standing communication towers or free-standing antennae shall be installed on the Property. Rooftop satellite and communication equipment may be installed on the Property, upon written consent of the DRB, and subject to the requirements of Section 7.11 below.

SECTION 7.10 UNDERGROUND UTILITIES. Any and all pipes, lines and wires used for the transmission of water, fuel, natural gas, electricity, telephone, television, sewage, sound or any other
utilities which are not within a building shall be constructed and maintained underground within the Property unless required to be above ground for technical or environmental reasons and approved by the DRB. However, temporary above grade utilities may be approved by the DRB for use during construction and until permanent underground service is available to the Site upon written advance approval by the DRB. No well shall be constructed on the Property except by Declarant or the Association on Property owned by Declarant or the Association unless otherwise approved by the Declarant; however, nothing in this Declaration shall prevent the DCLI Tract Owner from installing and maintaining up to ten water wells on the DCLI Tract. If DCLI Tract Owner desires to install additional water wells on the DCLI Tract, DCLI Tract Owner shall obtain the approval described above.

SECTION 7.11 SCREENING. All satellite and communication equipment as approved by the DRB, roof-mounted equipment, other equipment, outside storage areas and service areas on the Property, and such other items and areas as designated by the DRB, shall be screened from ground level view. The DRB shall have full power to determine what facilities or areas must be screened and the screening materials and requirements for each.

SECTION 7.12 LOADING DOCKS AND AREAS. Each Site shall provide sufficient on-site loading facilities to accommodate site activities, and all loading movements, including, but not limited to, turnarounds, shall be made off of Streets. No materials, supplies or equipment shall be permitted to remain outside of any structure unless screened in a manner satisfactory to the DRB. Loading docks and areas and maneuvering areas shall be located on a Site and screened in accordance with the provisions of the Development Guidelines or as required by the DRB.

SECTION 7.13 LANDSCAPING. Each Owner, contemporaneously with the development of Improvements on a Site, shall install Landscaping on its Site in accordance with plans approved by the DRB (other than on land held for expansion purposes or to be kept as open space, as approved by the DRB), except that the Owner shall not be required to install Landscaping in any Parkway Landscape Area on or adjacent to its Site unless Declarant elects not to do so by written notice delivered to such Owner, in which event such Owner shall promptly install Landscaping in such Parkway Landscape Area in accordance with the Parkway Landscape Plan. An Owner shall keep all such Landscaping, together with all other Landscaping on its Site, in good condition and repair and in a neat and orderly appearance and shall be responsible for all expenses relating to the maintenance, repair or replacement of Landscaping on the Owner’s Site and on the Unpaved Right-of-Way adjacent to such Site. If any Landscaping installed after the date hereof fails to survive, the Owner of the applicable Site shall promptly replace the dead Landscaping in the location, in the same quantity and using the same species as originally approved on the Landscaping plans approved by the DRB, unless the DRB approves an alternate species. The Association shall be responsible for maintenance, repair and, as applicable, replacement of Landscaping in Common Areas and Master Association Common Areas except as otherwise provided in this Declaration (e.g., Unpaved Right of Way adjacent to an Owner’s Site as described herein). Automatic underground irrigation systems must be installed in all landscaped areas on a Site (other than (a) land held for expansion purposes or to be kept as open space, and (b) land landscaped with xeriscape plants, low water usage plant materials or otherwise in accordance with the standards of Leadership in Energy and Environmental Design [also known as LEED standards]) and the adjacent Unpaved Right-of-Way. No changes shall be made to the Landscaping plan for a Site or an adjacent Unpaved Right-of-Way without the prior written approval of the DRB.

SECTION 7.14 PARKWAY LANDSCAPE AREAS. Declarant, at its expense, may install Landscaping in any or all Parkway Landscape Areas. The Association shall maintain such Landscaping in the Parkway Landscape Areas until, on a Site by Site basis, the Association, at such time as it deems appropriate, turns such maintenance duties over to the Owner of such Site after such Owner’s acquisition thereof. The Association shall notify an Owner not less than 30 days prior to the date on which such
Owner is to become responsible for such Landscape maintenance. Thereafter, it shall be the responsibility of such Owner, at its expense, to maintain in good condition and repair, in a neat and orderly appearance and in accordance with the Parkway Landscape Plan requirements all of the Landscaping then existing or thereafter installed by Declarant or such Owner in the Parkway Landscape Area on its Site and in the Unpaved Right-of-Way adjacent to his Site. No Landscaping shall be installed in the Parkway Landscape Area except as is permitted in the Parkway Landscape Plan. Declarant may choose initially to install in certain portions of the Parkway Landscape Areas less than the full Landscaping permitted in the Parkway Landscape Plan. Therefore, Declarant, from time to time and at its expense, shall have the right to install additional Landscaping in Parkway Landscaping Areas as permitted in the Parkway Landscaping Plan, subject to the provisions of Section 7.13 above regarding an Owner’s obligation to install such Landscaping.

SECTION 7.15 TRASH AND GARBAGE. No Site, or part thereof, shall be used or maintained as a dumping ground for rubbish, trash or garbage before, during or after the installation of any Improvements. Trash collection containers shall be situated and enclosed or otherwise screened as required by the DRB as not to be visible from Streets or other adjacent Sites. Each Owner shall observe and comply with any and all requirements established by the DRB in connection with the storage and removal of trash and garbage. If within five (5) days after the issuance of written notice by the Association to an Owner, said Owner shall have failed either to remove any trash, rubble or construction debris, or to exercise reasonable care or conduct to prevent or remedy a dangerous, unclean or unsightly condition, then the Association shall have the authority and right to go on the Site for the purpose of cleaning said Site and/or otherwise correcting said condition, or conditions.

SECTION 7.16 SURFACE WATER FLOW AND DRAINAGE. Plans for all dams, lakes, ponds, other “water features” of any kind and general Site drainage must be submitted in advance for DRB approval. Each Owner shall control water runoff drainage from his Site to prevent damage to adjacent tracts, Streets or any other area in the Property.

SECTION 7.17 ENVIRONMENT.

(a) No Owner, lessee, tenant, operator or other occupant of the Property or any portion thereof shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substances (hereinafter defined) of any kind from, on, in, under or in the air above any part of the Property, including, but not limited to, any surface waters or groundwater located on the Property, or into public sanitary sewer systems serving the Property without complying with all Environmental Laws (hereinafter defined), including, but not limited to, performing pretreatment, obtaining permits and giving notices as required by Environmental Laws. For the avoidance of doubt, concerning the use by an Owner of a hazardous substance in the day to day operations of such Owner’s business pursuant to a permitted use on such Owner’s site, so long as such Owner complies with all Environmental Laws (hereinafter defined), including, but not limited to, performing pretreatment, obtaining permits and giving notices as required by Environmental Laws, such Owner shall not be in violation of this Section 7.17(a). “Hazardous Substances” means those substances now or hereafter included within (whether as a result of such substance’s inclusion on a list, physical characteristics or otherwise) any of the definitions of “hazardous substances”, “hazardous waste”, “hazardous materials”, “pollutant”, “contaminant” or “toxic substance” under, or otherwise regulated by, any Environmental Law; including, but not limited to (i) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage or disposal of Hazardous Substances, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) radioactive materials, and (v) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquified natural gas and synthetic gas. “Environmental Laws” shall mean and include all present and future federal, state or local laws, rules,
orders, ordinances and regulations pertaining to environmental regulation, or the use, processing, storage, disposal, generation or transportation of Hazardous Substances, or any contamination, cleanup or disclosure related thereto, including, but not limited to, the Solid Waste Disposal Act, TEX. REV. CIV. STAT. ANN. 4477-7, Chapter 26 of the TEX. WATER CODE ANN., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., and such amendments as may be made to these statutes and such regulations as may be promulgated with respect thereto, including, but not limited to the regulations contained in 40 CFR Part 280.

(b) Each Owner and each lessee, tenant, occupant and other user of any Site shall be responsible for and shall pay all costs and expenses related to the disposal or release by such Owner, lessee, tenant, occupant or other user of such Site of any Hazardous Substances, sewage or wastes of any kind in, on, under or in the air above the Property, which costs and expenses shall include, but not be limited to, closure, removal, remediation, cleanup, containment and other response costs, injuries to persons, damages to property, legal expenses, and interest paid to any Governmental Entity; provided, however, (i) this covenant does not apply to Hazardous Substances generated on or migrating from other Sites or already existing on the Site in question as of the date of the acquisition of such Site by such Owner and (ii) with respect to Hazardous Substances, nothing in this Declaration shall obligate any Owner to remediate or clean up any property in excess of that required by applicable law. The covenant in the immediately preceding sentence itself does not create any obligation of an Owner or any lessee, tenant, occupant or other user of a Site other than for the payment of the costs and expenses described in such sentence, and no Person has any rights under the covenant in such sentence to enforce any claim for any remedy against such Owner or such lessee, tenant, occupant or other user of such Site other than for the payment or recovery of the costs and expenses described in such sentence.

(c) The provisions of this Section 7.17 do not affect the rights, liabilities or obligations of any Person under Environmental Laws or other applicable laws.

SECTION 7.18 FUEL FACILITIES. Fuel storage and dispensing facilities may be installed on a Site only after prior written authorization of the DRB has been obtained. The Owner of the Site on which such facilities are installed shall be fully responsible for insuring that such facilities and their installation comply fully with all applicable laws and regulations, and the provisions of Section 7.17 above shall be applicable to such facilities.

SECTION 7.19 FENCES. The use of fences on the Property is permitted only if specifically approved in writing in advance by the DRB and such fences comply with the Development Guidelines.

SECTION 7.20 PROHIBITED ACTIVITIES. No dangerous, noxious, offensive or nuisance activities, in the opinion of the Board, or any activities which violate any applicable laws shall be conducted or permitted to occur by any Owner or its agents, employees, contractors, occupants or invitees on any portion of the Property. The above prohibitions are in addition to those set forth in Section 7.01 and 7.02 above.

SECTION 7.21 CONSTRUCTION STANDARDS.

(a) Any builder engaged to construct Improvements on any portion of any Site may conduct its construction operations and activities and do all things reasonably necessary as required to expeditiously commence, continue and diligently complete construction of any such Improvements, including the provision of temporary buildings or trailers for administration of work and for the storage of materials and equipment, and the construction of temporary security fences and lighting, except that
all construction activities, temporary structure, storage of materials and equipment, all construction-related parking and temporary security fences shall be confined entirely on such Site. Topsoil shall be scraped and preserved (to be used elsewhere on such Site or hauled away) before laying temporary parking lots.

(b) Each Owner shall take such action as is necessary to keep the Property reasonably free from mud, dirt and debris resulting from construction activities on that Owner’s Site. Each Owner is responsible for, and shall cause, through appropriate contractual provisions, all costs of cleaning up any debris or waste improperly disposed of anywhere on the Property. Each Owner and its contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. The Board shall have the right to reasonably designate points of ingress and egress on the Site and within the Property for construction vehicles, and each Owner of a Site on which Improvements are being constructed shall keep all Streets reasonably cleared of mud and dirt left by construction vehicles entering such Site. Once commenced, all construction on a Site shall be continued with due diligence and good faith until completion in accordance with Section 6.03 above. Each Owner shall cause its contractors to comply with the requirements of the Board or the DRB regarding points of construction access to a Site, cleaning mud and construction debris from Streets, re-establishment of parkway Landscaping, keeping mud from washing onto Streets and adjoining Sites and other matters set forth in the Development Guidelines.

(c) Each Owner expressly covenants that it will use its reasonable good faith efforts to prevent adverse impacts (such as, but not limited to, air, soil and water pollution, soil erosion, elimination of trees without replacement or increased runoff rates) to areas outside its Site in any way (negligent or otherwise) resulting from construction, alteration, maintenance, repair, replacement or removal of Improvements to the Site and that it will indemnify and hold harmless the Association, the DRB, Declarant and other Owners from any and all damages resulting therefrom. All possible contaminants must be stored in a containment facility that will not allow such to enter any soils on or off the Site.

(d) Prior to any excavation on a Site, the Owner will determine and mark the location of and will protect all existing utilities and landscape irrigation lines. Declarant or the Association, upon written request by an Owner, will furnish plans showing the location of any such facilities installed by Declarant or the Association. Utility lines and landscape irrigation lines are to be located before earth moving or drilling equipment operations are allowed to start near underground utilities or landscape irrigation lines. All backfill will be adequately compacted to prevent future settlement, especially under pavement and other structures.

ARTICLE VIII
EASEMENTS

SECTION 8.01 UTILITY AND SERVICE EASEMENTS.

(a) Subject to Section 8.01(b) below, but notwithstanding any other provision in this Declaration to the contrary, Declarant reserves for itself and its successors and assigns, an easement for installation, maintenance, repair and removal of underground utilities or other underground services (including, but not limited to, electric power, water, fuel, storm drainage, sewer, industrial sewage, natural gas, telephone, security and other telecommunications systems such as closed-circuit cable television) on all portions of each Site within 25 feet of the right-of-way boundary of Streets (or, 20 feet for non-median divided Streets) and within five feet from all boundaries of the Site other than those boundaries abutting Streets. Full right of ingress and egress shall be had by Declarant at all times over each Site for the installation, operation, maintenance, repair or removal of any such utility or service
together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility or service; provided, however, such activities shall be conducted in a manner so as to minimize disruption of other access to and use of a Site by an Owner and its employees and business invitees. An Owner may construct, install or plant in the setback areas affected by these easements those Improvements specifically authorized in Section 7.03(c) and (d) above, subject to the rights of Declarant in this Section 8.01. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved hereunder to one or more public utility companies, to the Association, to a City or to any other Person. In addition, Declarant reserves a temporary construction and maintenance easement within the easement areas specified above in this Section 8.01 only to such extent and only for such duration as is reasonably necessary for the construction and maintenance of Streets, utilities, drainage facilities and related improvements. Declarant (or its assignee exercising such easement rights) shall repair any Landscaping or pavement damaged by the exercise by Declarant (or its assignee exercising such easement rights) of the rights set forth in this Section 8.01.

(b) The rights of Declarant pursuant to Section 8.01(a) above shall not apply to the DCLI Tract.

SECTION 8.02 OTHER EASEMENTS. The Association shall have an easement for full right of ingress and egress at all times over and upon the Property for the exercise of rights under this Declaration and for the carrying out by the Association of their other rights, functions, duties and obligations set out in this Declaration for the amount of time and to the extent necessary for the Association to exercise its self-help remedies hereunder. Any such entry by the Association upon the Property shall be made with as minimum inconvenience to the affected Owner as practical. Nothing herein shall be interpreted as providing the Association with any right to enter any portion of an Owner’s tract except for the purpose of effecting the self-help remedies set forth in this Declaration, and only after a default by an Owner, which is not cured within the cure periods set forth herein, and if no specific cure period is specified herein, beyond thirty (30) days following written notice given to such Owner.

ARTICLE IX
MAINTENANCE BY OWNERS

Each Owner shall have the duty and responsibility, at its sole cost and expense, to keep its Site and all Unpaved Right-of-Way adjacent to the Site and, subject to ordinary wear, tear and deterioration, buildings and Improvements thereon in a well-maintained, safe, clean, neat, orderly and attractive condition at all times, except as such may be maintained by the Association as provided in Section 7.14 above. Such maintenance includes, but is not limited to, the following: prompt removal of all litter, trash, refuse and wastes; lawn mowing; tree and shrub care; watering; other Landscaping maintenance, as more particularly described in Section 7.13; keeping exterior lighting and mechanical facilities in working order; keeping lawn and garden areas, driveways and private roads in good repair; keeping all signs in good repair; complying with all government, health and police requirements; repairing exterior damage to Improvements; and striping of parking areas and repainting of Improvements. An Owner shall maintain the Unpaved Right-of-Way adjacent to its Site and the front yard Paving Setback area on that site on such schedule and in such manner as is specified by the DRB in an effort to maintain a reasonably consistent appearance of all Unpaved Right-of-Way and front yard Paving Setback areas in the Property. The Association shall have the right to perform any action required of an Owner or its contractors under Section 7.21 above and to perform any maintenance, repair or replacement of Landscaping, signs, screening or decorative walls, surface parking areas, ponds, lakes, fountains, pools, exterior lighting, sculptures, utilities, drainage systems, lighting and park and recreational facilities and equipment on a Site or the adjacent Unpaved Right-of-Way upon the failure of the Owner to do so with such failure.
continuing for fifteen (15) days after written notice thereof is given by the Association to such Owner (or after such longer notice period as may be allowed by the DRB due to the nature of such deficiency).

ARTICLE X
GENERAL PROVISIONS

SECTION 10.01 BINDING EFFECT AND DURATION. The covenants and restrictions of this Declaration shall run with and bind the Property, shall be binding on all Owners and shall inure to the benefit of and be enforceable by Declarant, the Association and the Owners and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, after which time this Declaration shall automatically be extended for three successive periods of ten (10) years each, unless after such fifty (50) years an instrument executed and duly acknowledged by Owners owning, in the aggregate, at least a majority of the gross acreage (exclusive of acreage in the Streets and Common Areas) in the Property has been recorded in the Real Property Records of all counties in which any portion of the Property is located, abolishing this Declaration.

SECTION 10.02 OTHER PERSONS. The covenants and restrictions contained in Article VI, VII, VIII and IX of this Declaration shall be binding upon and enforceable against not only the Owners but also all lessees, tenants or other occupants of a Site.

SECTION 10.03 INTERPRETATION. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board, will best effect the intent of Declarant’s general plan of development as reflected in this Declaration and the Development Guidelines. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret their provisions, and any determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the Real Property Records of Tarrant County, Texas, and Denton County, Texas, as applicable. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice versa, and the use herein of any gender shall mean any other gender when applicable. The exhibits referred to herein and attached hereto are made a part hereof by reference. This Declaration shall be construed under and in accordance with the laws of the State of Texas.

SECTION 10.04 AMENDMENTS. Except as otherwise provided in this Section 10.04, this Declaration, or any provisions hereof, may be terminated, amended or vacated as to any portion of the Property only by a document approved by a Special Vote of the Members; provided, however, Declarant shall have the right to supplement this Declaration for the inclusion of additional property or for the deletion of property as provided in Section 1.03 above (with such supplement to include, at Declarant’s option, specifications of Paving Setbacks and Building Setbacks and/or minimum site size designations applicable to such additional property as determined by Declarant but not less than the requirements of Section 7.03). No such termination, amendment, supplement or vacation shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of all counties in which any portion of the Property is located.
SECTION 10.05 ENFORCEMENT. Declareant, the Association and the Owners (and any lessees, tenants or other occupants of an Owner's Site) shall have the right, but not the obligation, to enforce the covenants and restrictions set out in this Declaration. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended, either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, and Declareant, the Association and each Owner (and any lessees, tenants or other occupants of an Owner's Site) shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers or remedies available to it.

SECTION 10.06 NO WAIVER OR OBLIGATION TO ENFORCE. No delay or failure on the part of Declareant, the Association or any other aggrieved party to invoke any available right, power or remedy in respect to a breach of this Declaration shall be held to be a waiver by that party (or estop that party from asserting) any right, power or remedy available to it upon the recurrence or continuance of said breach or the occurrence of a different breach. Declareant and the Association, or its officers or directors, shall not be under any obligation to take any action to enforce the terms of this Declaration.

SECTION 10.07 LIENS/VALIDITY AND SEVERABILITY. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument which may then be existing on any Site. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants 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 appropriate governmental authority, then such governmental requirement shall control.

SECTION 10.08 OWNER/OCCUPANT RECORDS. Except for those Owners who purchase portions of the Property from Declareant or Hillwood Development Company, LLC ("Hillwood") or its affiliate, any person, on becoming an Owner of a parcel within the Property, shall furnish the Board a true and correct copy of the recorded instrument of conveyance vesting such ownership in said Owner. Each Owner shall furnish to the Association the name of a contact person with such Owner and a street address for receiving notices from the Association. Each Owner shall notify the Association of the name and address of all lessees of long-term ground leases or long-term build-to-suit leases (meaning leases with combined primary and renewal terms exceeding five (5) years) affecting the Owner's Site. It shall be the responsibility of the Owner (and a non-Owner occupant of a Site, if any) to keep such information current and to advise the Association of any changes.

SECTION 10.09 NOTICES. Any notice required to be given to Declareant, the Association or any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when actually delivered by hand-delivery or three (3) days after it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed, (a) for notice to an Owner to the address of the Owner as shown on the records of the Association at the time of such mailing, and (b) for notice to Declareant or the Association to 13600 Heritage Parkway, Suite 200, Fort Worth, Texas 76177, or at such other address specified by Declareant by a document recorded for such purpose in the Real Property Records of all counties in which any portion of the Property is located. Notices to be given to an Owner of a Site also shall be given to any lessee of that Site of whom Declareant
and the Association has been given notice as provided in Section 10.08 above, such notices to be given in the manner specified in this Section 10.09.

SECTION 10.10 MORTGAGEES. The holder of a mortgage of any interest in a Site shall be furnished with written notification from the Association of any default by the respective Owner or lessee of that Site in the performance of obligations set forth in this Declaration provided that the Association has theretofore been furnished, in writing, with the correct name and address of such mortgage holder and a request to receive such notification, and cure by said mortgage holder within the times herein provided for performance by Owner or a lessee of such default shall be accepted. No default by an Owner or a lessee of a Site under any provision of this Declaration shall affect any existing lien or mortgage on that Site. A mortgagee shall not be liable for Assessments made with respect to a parcel during any period its only interest in the parcel is that of mortgagee.

SECTION 10.11 APPROVALS. No approval by the Declarant, the Board or the DRB pursuant to the provisions hereof shall be effective unless in writing, except otherwise expressly provided herein.

SECTION 10.12 RELEASE. Notwithstanding anything to the contrary contained herein, upon an Owner's transfer or conveyance of all of its right, title and interest in and to any portion of the Property owned by such Owner, such Owner shall not have any liability for any duty, obligation, liability or responsibility which shall first accrue under this Declaration in respect of such portion of the Property owned by such Owner after the date of the transfer or conveyance; provided, however, that nothing herein shall be deemed or construed so as to relieve any such Owner from any duty, obligation, liability or responsibility that accrued under this Declaration in respect of such portion of the Property owned by such Owner prior to such transfer or conveyance.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed to be effective as of June 25, 2008.

AIL INVESTMENT, L.P., a Texas limited partnership
By: Hillwood Alliance Management, L.P., a Texas limited partnership, its general partner
By: Hillwood Alliance GP, LLC, a Texas limited liability company, its general partner

By: ______________________
Name: Michael K. Berry
Title: Executive Vice President

THE STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on June 25, 2008, by Michael K. Berry of Hillwood Alliance GP, LLC, a Texas limited liability company, as general partner of Hillwood Alliance Management, L.P., a Texas limited partnership, as general partner of AIL Investment, L.P., a Texas limited partnership, on behalf of said limited partnerships and limited liability company.

DANA DEWS
Notary Public in and for the State of Texas

[seal]
EXHIBIT A

DESCRIPTION OF THE PROPERTY

[to be attached]
LEGAL DESCRIPTION

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592 and the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, being the northeast corner of a proposed 30.403 acre tract to be known as Tract 5, and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property described herein;

THENCE S 89°49'56"W, 787.23 feet (previously recorded as N 89°50'20"W) along the common property line of the southerly property line of said AIL Tract 2 and the boundary line of said DCLI property described herein and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set at the southeast corner of a proposed 18.323 acre tract to be known as Tract 2, also being the southeast corner of a proposed 10 foot wide Electric and Telecom easement to be known as tract 2A;

THENCE N 00°45'29"W, 357.87 feet along the westerly line of said proposed DCLI property described herein and the east line of said Tract 2A and then along the east line of a proposed 10 foot wide gas easement to be known as Tract 2B and then along the east line of a proposed 30 foot wide access easement to be known as Tract 2C and then along a proposed 10 foot wide Water easement to be known as Tract 2D and along the easterly line of said Tract 2 (18.323 acres) to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 20°32'10"E, 243.20 feet continuing along the common line of the westerly line of said proposed DCLI property described herein and along the easterly line of said proposed Tract 2 to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 24°21'01"E, 227.62 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 26°47'41"E, 340.17 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 58°07'29"E, 519.96 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set in the south line of a proposed 67.120 acre tract to be known as Tract 1, and also being the most northerly northwest corner of said proposed DCLI property described herein;

C&B Job No. 015007.094.001.0447

June 21, 2008
THENCE N 89°27'17"E, 1824.60 feet the northerly line of said proposed DCLI property described herein and along the south line of said Tract 1 and then along the south line of a proposed 28.370 acre tract to be known as Tract 3 to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set at the southeast corner of said proposed Tract 3, being in the westerly line of a proposed 3.100 acre tract to be known as Tract 6 and being the northeast corner of said proposed DCLI property described herein;

THENCE S 00°32'43"E, 545.49 feet along the easterly line of said proposed DCLI property described herein and along the westerly line of said proposed Tract 6 and along the westerly line of a proposed 8.128 acre tract to be known as a Private Drive Easement and then along the westerly line of a proposed 133.685 acre tract to be known as Tract 4 to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE S 40°02'39"W, 871.03 feet along the easterly line of said proposed DCLI property described herein and along the westerly line of said proposed tract 4 to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE S 01°05'24"E, 1442.77 feet continuing along the easterly line of said proposed DCLI property described herein and along the westerly line of said proposed tract 4 to a 5/8 inch iron rod with plastic capped stamped "Carter & Burgess" set in the north right-of-way line of Dove Road as described in a deed to the Town of Westlake and recorded in Volume 16798, Page 279, County Records, Tarrant County Texas and being the southwest corner of said Tract 4 and the southeast corner of said DCLI property described herein;

THENCE S 88°54'36"W, 1153.05 feet along the north right-of-way line of said Dove Road and along the south line of said DCLI property described herein to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set.

THENCE S 87°36'29"W, 138.19 feet continuing along the north line of said Dove Road and the south line of said DCLI property described herein to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set, being in the east property line of that certain tract of land (Tract 1) described by deed to AIL Investment, L.P., as recorded in Volume 13883, Page 335, County Records, Tarrant County, Texas and being the southeast corner of said Tract 5 and the southwest corner of said DCLI property described herein;

THENCE N 00°31'56"E, 1296.32 feet (previously recorded as N 00°44'55"E) along the east property line of said AIL Tract 1 and then along the east property line of the aforementioned AIL (D208228230) tract and along the east line of said Tract 5 and along the westerly line of said DCLI property described herein to the POINT OF BEGINNING and containing 4,658,596 square feet or 106.947 acres of land more or less.
LEGAL DESCRIPTION
TRACT 1

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592, the Richard Eads Survey, Abstract Number 492, the J. Bacon Survey, Abstract Number 2026, the Jesse Sutton Survey, Abstract Number 1451, and the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and the Richard Eads Survey, Abstract Number 393 and Jesse Sutton Survey, Abstract Number 1154, Denton County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49'56"W, along the common property line of the southerly property line of said AIL Tract 2 and said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, at 787.23 pass the most westerly southwest corner of said proposed DCLI property and the southeast corner of a proposed 18.323 acre tract known as Tract 2, in all 1283.22 feet to the existing east right-of-way line of Ottinger Road (a variable width prescriptive right-of-way), and being the northwest corner of said proposed Tract 5 and the southwest corner of said proposed Tract 2;

THENCE N 00°08'28"W, 818.71 feet along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2;

THENCE N 43°06'40"E, 127.27 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a non-tangent curve to the left;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said non-tangent curve to the left, an arc distance of 320.00 feet, through a central angle of 37°20'29" having a radius of 491.00 feet, the long chord of which bears N 44°43'50"E, 314.37 feet;

THENCE N 26°03'35"E, 100.00 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said curve to the right, an arc distance of 124.87
feet, through a central angle of 12°54′51″ having a radius of 554.00 feet, the long chord of which bears N 32°31′00″E, 124.61 feet;

THENCE N 38°58′25″E, 44.98 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the POINT OF BEGINNING, being the southwest corner of a proposed 67.120 acre tract to be known as Tract 1 and being the northwest corner of said proposed Tract 2;

THENCE N 38°58′25″E, 150.84 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1;

THENCE N 49°53′46″W, 121.24 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 to the beginning of a non-tangent curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 and with said non-tangent curve to the right, an arc distance of 551.83 feet, through a central angle of 27°15′24″ having a radius of 1160.00 feet, the long chord of which bears N 32°56′15″W, 546.64 feet;

THENCE N 00°47′59″W, 1439.38 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 to the northwest corner of said proposed Tract 1;

THENCE S 75°41′39″E, 821.08 feet along the north line of said proposed Tract 1 to the beginning of a curve to the right;

THENCE continuing along the north line of said proposed Tract 1 and with said curve to the right, an arc distance of 371.00 feet, through a central angle of 48°18′39″ having a radius of 440.00 feet, the long chord of which bears S 51°32′19″E, 360.11 feet;

THENCE S 27°22′59″E, 214.65 feet continuing along the north line of said proposed Tract 1 to the beginning of a curve to the left;

THENCE continuing along the north line of said proposed Tract 1 and with said curve to the left, an arc distance of 880.40 feet, through a central angle of 90°04′39″ having a radius of 560.00 feet, the long chord of which bears S 72°25′19″E, 792.49 feet to the northeast corner of said proposed Tract 1 and the most westerly northwest corner of a proposed 28.370 acre tract to be known as Tract 3;

THENCE S 00°32′43″E, 305.32 feet along the common line of the east line of said proposed Tract 1 and the west line of said proposed Tract 3;

THENCE S 19°54′02″W, 421.47 feet along continuing said common line;
THENCE S 00°32'43"E, 520.91 feet continuing said common line to a point in the north line of the aforementioned proposed DCLI property;

THENCE S 89°27'17"W, 1481.11 feet along the south line of said proposed Tract 1 and the north line of said proposed DCLI property and then along the north line of the aforementioned proposed Tract 2 to the POINT OF BEGINNING and containing 2,923,751 square feet or 67.120 acres of land more or less.
LEGAL DESCRIPTION
TRACT 2

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592, Tarrant County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49'56"W, 787.23 feet along the common property line of the southerly property line of said AIL Tract 2 and the boundary line of said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5 to the POINT OF BEGINNING, being the most westerly southwest corner of said proposed DCLI property;

THENCE S 89°49'56"W, 495.99 feet continuing feet along the common property line of the southerly property line of said AIL Tract 2 and the north property line of said AIL (D208228230) tract and along the common line of the south line of said proposed Tract 2 and the north line of said proposed Tract 5 to the existing east right-of-way line of Ottinger Road (a variable width prescriptive right-of-way), and being the northwest corner of said proposed Tract 5 and the southwest corner of said proposed Tract 2;

THENCE N 00°08'28"W, 818.71 feet along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2;

THENCE N 43°06'40"E, 127.27 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a non-tangent curve to the left;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said non-tangent curve to the left, an arc distance of 320.00 feet, through a central angle of 37°20'29" having a radius of 491.00 feet, the long chord of which bears N 44°43'50"E, 314.37 feet;

THENCE N 26°03'35"E, 100.00 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said curve to the right, an arc distance of 124.87
feet, through a central angle of 12°54'51" having a radius of 554.00 feet, the long chord of which bears N 32°31'00"E, 124.61 feet;

THENCE N 38°58'25"E, 44.98 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the southwest corner of a proposed 67.120 acre tract to be known as Tract 1 and being the northwest corner of said proposed Tract 2;

THENCE N 89°27'17"E, 819.96 feet along the common line of the north line of said proposed Tract 2 and the south line of said proposed Tract 1 to the most northerly northwest corner of the aforementioned proposed DCLI property;

THENCE S 58°07'29"W, 519.96 feet along the common line of the east line of said proposed Tract 2 and the west line of said proposed DCLI property;

THENCE S 26°47'41"W, 340.17 feet continuing along said common line;

THENCE S 24°21'01"W, 227.62 feet continuing along said common line;

THENCE S 20°32'10"W, 243.20 feet continuing along said common line;

THENCE S 00°45'29"E, 357.87 feet continuing along said common line to the POINT OF BEGINNING and containing 798,154 square feet or 18.323 acres of land more or less.
LEGAL DESCRIPTION
TRACT 3

BEING a tract of land situated in the Jesse Sutton Survey, Abstract Number 1451, the Wilson Medlin Survey, Abstract Number 1958, the Charles Medlin Survey, Abstract Number 1084, and the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49’56”W, along the common property line of the southerly property line of said AIL Tract 2 and the boundary line of said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, at 787.23 pass the most westerly southwest corner of said proposed DCLI property and the southeast corner of a proposed 18.323 acre tract known as Tract 2, in all 1283.22 feet to the existing east right-of-way line of Ottinger Road (a variable width prescriptive right-of-way), and being the northwest corner of said proposed Tract 5 and the southwest corner of said proposed Tract 2;

THENCE N 00°08’28”W, 818.71 feet along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2;

THENCE N 43°06’40”E, 127.27 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a non-tangent curve to the left;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said non-tangent curve to the left, an arc distance of 320.00 feet, through a central angle of 37°20’29” having a radius of 491.00 feet, the long chord of which bears N 44°43’50”E, 314.37 feet;

THENCE N 26°03’35”E, 100.00 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said curve to the right, an arc distance of 124.87 feet, through a central angle of 12°54’51” having a radius of 554.00 feet, the long chord of which bears N 32°31’00”E, 124.61 feet;
THENCE N 38°58'25"E, 44.98 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the southwest corner of a proposed 67.120 acre tract to be known as Tract 1 and being the northwest corner of said proposed Tract 2;

THENCE N 89°27'17"E, 1481.11 feet along the south line of said proposed Tract 1 and along the north line of said proposed Tract 2 and then along the north line of said proposed DCLI property to the POINT OF BEGINNING;

THENCE N 00°32'43"W, 520.91 feet along the common line of the west line of said proposed Tract 3 and the east line of said proposed Tract 1;

THENCE N 19°54'02"E, 421.47 feet continuing along said common line;

THENCE N 00°32'43"W, 305.32 feet continuing along said common line to the most westerly northwest corner of said proposed Tract 3 and the most easterly northeast corner of said proposed Tract 1;

THENCE N 62°32'22"E, 197.55 feet along the northerly line of said proposed Tract 3 to the southerly line of a 148.879 acre proposed tract to be known as Tract 7 and to the beginning of a non-tangent curve to the left;

THENCE along the common line of the north line of said proposed Tract 3 and the southerly line of said proposed Tract 7 and with said non-tangent curve to the left, an arc distance of 1075.06 feet, through a central angle of 54°23'23" having a radius of 1132.50 feet, the long chord of which bears S 59°26'04"E, 1035.15 feet;

THENCE S 86°37'45"E, 183.48 feet continuing along said common line to the northeast corner of said proposed Tract 3 and the northwest corner of a 3.100 acre proposed tract to be known as Tract 6;

THENCE S 00°31'43"E, 78.89 feet along the common line of the east line of said proposed Tract 3 and the west line of said proposed Tract 6 to the beginning of a curve to the right;

THENCE continuing along said common line and with said curve to the right, an arc distance of 106.83 feet, through a central angle of 24°43'48" having a radius of 247.50 feet, the long chord of which bears S 13°14'34"W, 106.00 feet to the beginning of a reverse curve to the left;

THENCE continuing along said common line and with said reverse curve to the left, an arc distance of 82.61 feet, through a central angle of 13°13'06" having a radius of 358.08 feet, the long chord of which bears S 16°16'44"W, 82.43 feet to the beginning of a reverse curve to the right;

THENCE continuing along said common line and with said reverse curve to the right, an arc distance of 146.67 feet, through a central angle of 16°48'26" having a radius of 500.00 feet, the
long chord of which bears S 18°04'25"W, 146.15 feet to the beginning of a reverse curve to the left;

THENCE continuing along said common line and with said reverse curve to the left, an arc distance of 134.77 feet, through a central angle of 14°02'21" having a radius of 550.00 feet, the long chord of which bears S 19°24'47"W, 134.43 feet;

THENCE S 12°23'37"W, 62.54 feet continuing along said common line to the beginning of a curve to the right;

THENCE continuing along said common line and with said curve to the right, an arc distance of 192.25 feet, through a central angle of 19°19'24" having a radius of 570.05 feet, the long chord of which bears S 22°03'22"W, 191.34 feet to the southeast corner of said proposed Tract 3 and the southwest corner of said proposed Tract 6 and being the northeast corner of the aforementioned proposed DCLI property;

THENCE S 89°27'17"W, 1163.46 feet along the common line of the south line of said proposed Tract 3 and the north line of said proposed DCLI property to the POINT OF BEGINNING and containing 1,235,821 square feet or 28.370 acres of land more or less.
LEGAL DESCRIPTION
TRACT 4

BEING a tract of land situated in the G. Hendricks Survey, Abstract Number 680, the Charles Medlin Survey Abstract Number 1084, the Wilson Medlin Survey, Abstract Number 1958 and the Memucan Hunt Survey, Abstract Number 756, Tarrant County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being the remainder of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Volume 13544, Page 24, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49'56"W, along the common property line of the southerly property line of said AIL Tract 2 and the boundary line of said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, at 787.23 pass the most westerly southwest corner of said proposed DCLI property and the southeast corner of a proposed 18.323 acre tract known as Tract 2, in all 1283.22 feet to the existing east right-of-way line of Ottinger Road (a variable width prescriptive right-of-way), and being the northwest corner of said proposed Tract 5 and the southwest corner of said proposed Tract 2;

THENCE N 00°08'28"W, 818.71 feet along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2;

THENCE N 43°06'40"E, 127.27 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a non-tangent curve to the left;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said non-tangent curve to the left, an arc distance of 320.00 feet, through a central angle of 37°20'29" having a radius of 491.00 feet, the long chord of which bears N 44°43'50"E, 314.37 feet;

THENCE N 26°03'35"E, 100.00 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said curve to the right, an arc distance of 124.87
feet, through a central angle of 12°54'51" having a radius of 554.00 feet, the long chord of which
bears N 32°31'00"E, 124.61 feet;

THENCE N 38°58'25"E, 44.98 feet continuing along the existing east right-of-way line of said
Ottinger Road and along the west line of said proposed Tract 2 to the southwest corner of a
proposed 67.120 acre tract to be known as Tract 1 and being the northwest corner of said
proposed Tract 2;

THENCE N 89°27'17"E, 2644.57 feet along the south line of said proposed Tract 1 and then
along the south line of a proposed 28.370 acre tract to be known as Tract 3 and along the north
line of said proposed Tract 2 and then along the north line of said proposed DCLI property to the
northeast corner of said proposed DCLI property and the southwest corner of a proposed 3.100
acre tract to be known as Tract 6;

THENCE S 00°32'43"E, 161.11 feet along the east line of said proposed DCLI property and
along the southwesterly line of said proposed Tract 6 to the POINT OF BEGINNING, being a
point in the westerly line of said proposed Tract 4 and being the beginning of a non-tangent
curve to the left;

THENCE along the common line of the westerly line of said proposed Tract 4 and along the
easterly line of said proposed Tract 6 and with said non-tangent curve to the left, an arc distance
of 363.17 feet, through a central angle of 31°03'32" having a radius of 669.95 feet, the long
chord of which bears N 27°55'20"E, 358.74 feet;

THENCE N 12°23'37"E, 62.54 feet continuing along said common line to the beginning of a
curve to the right;

THENCE continuing along said common line and with said curve to the right, an arc distance of
127.91 feet, through a central angle of 16°17'09" having a radius of 450.00 feet, the long chord
of which bears N 20°32'11"E, 127.48 feet to the beginning of a compound curve to the right;

THENCE continuing along said common line and with said compound curve to the right, an arc
distance of 64.52 feet, through a central angle of 36°57'57" having a radius of 100.00 feet, the
long chord of which bears N 47°09'44"E, 63.40 feet to the beginning of a reverse curve to the left;

THENCE continuing along said common line and with said reverse curve to the left, an arc
distance of 187.99 feet, through a central angle of 36°51'30" having a radius of 292.23 feet, the
long chord of which bears N 47°10'57"E, 184.77 feet to the beginning of a compound curve to
the left;

THENCE continuing along said common line and with said compound curve to the left, an arc
distance of 186.77 feet, through a central angle of 22°38'53" having a radius of 472.50 feet, the
long chord of which bears N 11°48'55"E, 185.56 feet;
THENCE N 00°31'43"W, 75.97 feet continuing along said common line to the southerly line of a proposed 148.879 acre tract to be known as Tract 7 and to the beginning of non-tangent curve to the left;

THENCE along the common line of the north line of said proposed tract 4 and along the southerly line of said proposed tract 7 and with said non-tangent curve to the left, an arc distance of 345.53 feet, through a central angle of 09°30'24" having a radius of 2082.50 feet, the long chord of which bears N 82°51'19"E, 345.14 feet;

THENCE N 78°06'07"E, 800.32 feet along said common line to the northeast corner of said proposed Tract 4;

THENCE S 09°40'08"E, 892.93 feet along the east line of said proposed Tract 4;

THENCE S 16°36'28"W, 1518.12 feet continuing along the east line of said proposed Tract 4;

THENCE S 00°59'38"E, 573.79 feet continuing along the east line of said proposed Tract 4;

THENCE S 11°34'10"E, 564.14 feet continuing along the east line of said proposed Tract 4 to the southeast corner of said proposed Tract 4 and to the northerly right-of-way line of Dove Road (a variable width right-of-way);

THENCE S 70°31'18"W, 349.16 feet along the south line of said tract 4 and along the northerly right-of-way line of said Dove Road to the beginning of a curve to the right;

THENCE continuing along the south line of said tract 4 and continuing along the northerly right-of-way line of said Dove Road and with said curve to the right, an arc distance of 253.38 feet, through a central angle of 19°21'24" having a radius of 750.00 feet, the long chord of which bears S 80°12'00"W, 252.18 feet;

THENCE S 89°52'43"W, 1261.17 feet continuing along the south line of said tract 4 and continuing along the northerly right-of-way line of said Dove Road;

THENCE S 88°54'36"W, 100.66 feet continuing along the south line of said tract 4 and continuing along the northerly right-of-way line of said Dove Road to the southwest corner of said proposed Tract 4 and the southeast corner of the aforementioned proposed DCLI property;

THENCE N 01°05'24"W, 1442.77 feet along the common line of the west line of said proposed Tract 4 and along the east line of said proposed DCLI property;

THENCE N 40°02'39"E, 871.03 feet continuing along said common line;

THENCE N 00°32'43"W, 384.39 feet continuing along said common line to the POINT OF BEGINNING and containing 5,823,305 square feet or 133.685 acres of land more or less.
LEGAL DESCRIPTION
TRACT 5

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592, Tarrant County, Texas, and being the remainder of those certain 2 tracts (Tracts 1 and 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13883, Page 335, County Records, Tarrant County, Texas, and being all of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 00°31'56"W, 1296.32 feet along the boundary line of said proposed DCLI property and along the east property line of said AIL (D208228230) tract and then along the east property line of said AIL tract 1, to the northerly right-of-way line of Dove Road (a variable width right-of-way) as described to the Town of Westlake and recorded in Volume 16798, Page 279, County Records, Tarrant County, Texas;

THENCE S 87°36'29"W, 579.95 feet along the southerly line of said proposed Tract 5 and along the northerly right-of-way line of said Dove Road;

THENCE S 88°34'23"W, 272.30 feet continuing along the southerly line of said proposed Tract 5 and continuing along the northerly right-of-way line of said Dove Road to the west property line of said AIL Tract 2, being the southwest corner of said proposed Tract 5;

THENCE N 00°15'51"W, 664.69 feet along the west line of said proposed tract 5 and along the west property line of said AIL tract 2 and then along the west property line of said AIL tract 1 to the south property line of the aforementioned AIL (D208228230) tract;

THENCE S 89°57'30"W, 23.21 feet continuing along the west line of said proposed Tract 5 and along the south property line of said AIL (D208228230) tract;

THENCE N 00°01'50"W, 200.04 feet continuing along the west line of said proposed Tract 5 and continuing along the south property line of said AIL (D208228230) tract;

THENCE S 89°33'25"W, 391.04 feet continuing along the west line of said proposed Tract 5 and continuing along the south property line of said AIL (D208228230) tract to the east right-of-way line of Ottinger Road (a variable width right-of-way) as described in a deed to the Town of
Westlake, as recorded in Document Number D203206081, County Records, Tarrant County, Texas;

THENCE N 00°15'39"W, 461.81 feet along the east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 5, being the southwest corner of a proposed 18.323 acre tract to be known as Tract 2;

THENCE N 89°49'56"E, 1283.22 feet along the north line of said proposed Tract 5 and along the south line of proposed Tract 2 and then along the boundary of said proposed DCLI property to the POINT OF BEGINNING and containing 1,324,333 square feet or 30.403 acres of land more or less.
LEGAL DESCRIPTION
TRACT 6

BEING a tract of land situated in the Wilson Medlin Survey, Abstract Number 1958, the Charles Medlin Survey, Abstract Number 1084, and the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49′56″W, 787.23 feet along the common property line of the southerly property line of said AIL Tract 2 and the boundary line of said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5 to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being the southeast corner of a proposed 18.323 acre tract to be known as Tract 2;

THENCE N 00°45′29″W, 357.87 feet along the common line of the west line of said proposed DCLI property and the east line of said proposed Tract 2 to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set;

THENCE N 20°32′10″E, 243.20 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set;

THENCE N 24°21′01″E, 227.62 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set;

THENCE N 26°47′41″E, 340.17 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set;

THENCE N 58°07′29″E, 519.96 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being the northwest corner of said proposed DCLI property and being the northeast corner of said proposed Tract 2 and being in the south line of a proposed 67.120 acre tract to be known as Tract 1;

THENCE N 89°27′17″E, 1824.60 feet along the north line of said proposed DCLI property and along the south line of said proposed Tract 1 and then along the south line of a proposed 28.370 acre tract to be known as Tract 3 to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set at the southwest corner of a proposed 3.100 acre tract of land to be known as Tract 6 and being the POINT OF BEGINNING, being the beginning of a non-tangent curve to the left;

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THENCE along the common line of the west line of said proposed Tract 6 and the east line of said proposed Tract 3 and with said non-tangent curve to the left, an arc distance of 192.25 feet, through a central angle of 19°19'24" having a radius of 570.05 feet, the long chord of which bears N 22°03'22"E, 191.34 feet;

THENCE N 12°23'37"E, 62.54 feet continuing along said common line to the beginning of a curve to the right;

THENCE continuing along said common line and with said curve to the right, an arc distance of 134.77 feet, through a central angle of 14°02'21" having a radius of 550.00 feet, the long chord of which bears N 19°24'47"E, 134.43 feet to the beginning of a reverse curve to the left;

THENCE continuing along said common line and with said reverse curve to the left, an arc distance of 146.67 feet, through a central angle of 16°48'26" having a radius of 500.00 feet, the long chord of which bears N 18°04'25"E, 146.15 feet to the beginning of a reverse curve to the right;

THENCE continuing along said common line and with said reverse curve to the right, an arc distance of 82.61 feet, through a central angle of 13°13'06" having a radius of 358.08 feet, the long chord of which bears N 16°16'44"E, 82.43 feet to the beginning of a reverse curve to the left;

THENCE continuing along said common line and with said reverse curve to the left, an arc distance of 106.83 feet, through a central angle of 24°43'48" having a radius of 247.50 feet, the long chord of which bears N 13°14'34"E, 106.00 feet;

THENCE N 00°31'43"W, 78.89 feet continuing along said common line to a point in the south line of a proposed 148.879 acre tract to be known as Tract 7;

THENCE S 86°37'45"E, 15.72 feet along the southerly line of said proposed Tract 7 to the beginning of a curve to the left;

THENCE continuing along the southerly line of said proposed tract 7 and with said curve to the left, an arc distance of 209.43 feet, through a central angle of 05°45'44" having a radius of 2082.50 feet, the long chord of which bears S 89°30'37"E, 209.35 feet to the northwest corner of a proposed 133.685 acre tract to be known as Tract 4;

THENCE S 00°31'43"E, 75.97 feet to along the common line of the east line of said proposed tract 6 and along the west line of said proposed Tract 4 the beginning of a curve to the right;

THENCE continuing along said common line and with said curve to the right, an arc distance of 186.77 feet, through a central angle of 22°38'53" having a radius of 472.50 feet, the long chord of which bears S 11°48'55"W, 185.56 feet to the beginning of a compound curve to the right;

THENCE continuing along said common line and with said compound curve to the right, an arc distance of 187.99 feet, through a central angle of 36°51'30" having a radius of 292.23 feet, the
long chord of which bears S 47°10'57"W, 184.77 feet to the beginning of a reverse curve to the left;

THENCE continuing along said common line and with said reverse curve to the left, an arc distance of 64.52 feet, through a central angle of 36°57'57" having a radius of 100.00 feet, the long chord of which bears S 47°09'44"W, 63.40 feet to the beginning of a compound curve to the left;

THENCE continuing along said common line and with said compound curve to the left, an arc distance of 127.91 feet, through a central angle of 16°17'09" having a radius of 450.00 feet, the long chord of which bears S 20°32'11"W, 127.48 feet;

THENCE S 12°23'37"W, 62.54 feet continuing along said common line to the beginning of a curve to the right;

THENCE continuing along said common line and with said curve to the right, an arc distance of 363.17 feet, through a central angle of 31°03'32" having a radius of 669.95 feet, the long chord of which bears S 27°55'20"W, 358.74 feet to a point in the easterly line of the aforementioned proposed DCLI property;

THENCE N 00°32'43"W, 161.11 feet along the easterly line of said proposed DCLI property to the POINT OF BEGINNING and containing 135,052 square feet or 3.100 acres of land more or less.
EXHIBIT B

DESCRIPTION OF THE POTENTIAL DELETION PROPERTY

[to be attached]
LEGAL DESCRIPTION
TRACT 1

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592, the Richard Eads Survey, Abstract Number 492, the J. Bacon Survey, Abstract Number 2026, the Jesse Sutton Survey, Abstract Number 1451, and the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and the Richard Eads Survey, Abstract Number 393 and Jesse Sutton Survey, Abstract Number 1154, Denton County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49'56"W, along the common property line of the southerly property line of said AIL Tract 2 and said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, at 787.23 pass the most westerly southwest corner of said proposed DCLI property and the southeast corner of a proposed 18.323 acre tract known as Tract 2, in all 1283.22 feet to the existing east right-of-way line of Ottinger Road (a variable width prescriptive right-of-way), and being the northwest corner of said proposed Tract 5 and the southwest corner of said proposed Tract 2;

THENCE N 00°08'28"W, 818.71 feet along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2;

THENCE N 43°06'40"E, 127.27 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a non-tangent curve to the left;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said non-tangent curve to the left, an arc distance of 320.00 feet, through a central angle of 37°20'29" having a radius of 491.00 feet, the long chord of which bears N 44°43'50"E, 314.37 feet;

THENCE N 26°03'35"E, 100.00 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said curve to the right, an arc distance of 124.87
feet, through a central angle of 12°54'51" having a radius of 554.00 feet, the long chord of which bears N 32°31'00"E, 124.61 feet;

THENCE N 38°58'25"E, 44.98 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the POINT OF BEGINNING, being the southwest corner of a proposed 67.120 acre tract to be known as Tract 1 and being the northwest corner of said proposed Tract 2;

THENCE N 38°58'25"E, 150.84 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1;

THENCE N 49°53'46"W, 121.24 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 to the beginning of a non-tangent curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 and with said non-tangent curve to the right, an arc distance of 551.83 feet, through a central angle of 27°15'24" having a radius of 1160.00 feet, the long chord of which bears N 32°56'15"W, 546.64 feet;

THENCE N 00°47'59"W, 1439.38 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 to the northwest corner of said proposed Tract 1;

THENCE S 75°41'39"E, 821.08 feet along the north line of said proposed Tract 1 to the beginning of a curve to the right;

THENCE continuing along the north line of said proposed Tract 1 and with said curve to the right, an arc distance of 371.00 feet, through a central angle of 48°18'39" having a radius of 440.00 feet, the long chord of which bears S 51°32'19"E, 360.11 feet;

THENCE S 27°22'59"E, 214.65 feet continuing along the north line of said proposed Tract 1 to the beginning of a curve to the left;

THENCE continuing along the north line of said proposed Tract 1 and with said curve to the left, an arc distance of 880.40 feet, through a central angle of 90°04'39" having a radius of 560.00 feet, the long chord of which bears S 72°25'19"E, 792.49 feet to the northeast corner of said proposed Tract 1 and the most westerly northwest corner of a proposed 28.370 acre tract to be known as Tract 3;

THENCE S 00°32'43"E, 305.32 feet along the common line of the east line of said proposed Tract 1 and the west line of said proposed Tract 3;

THENCE S 19°54'02"W, 421.47 feet along continuing said common line;
THENCE S 00°32′43″E, 520.91 feet continuing said common line to a point in the north line of the aforementioned proposed DCLI property;

THENCE S 89°27′17″W, 1481.11 feet along the south line of said proposed Tract 1 and the north line of said proposed DCLI property and then along the north line of the aforementioned proposed Tract 2 to the POINT OF BEGINNING and containing 2,923,751 square feet or 67.120 acres of land more or less.
LEGAL DESCRIPTION
TRACT 5

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592, Tarrant County, Texas, and being the remainder of those certain 2 tracts (Tracts 1 and 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13883, Page 335, County Records, Tarrant County, Texas, and being all of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 00°31’56”W, 1296.32 feet along the boundary line of said proposed DCLI property and along the east property line of said AIL (D208228230) tract and then along the east property line of said AIL tract 1, to the northerly right-of-way line of Dove Road (a variable width right-of-way) as described to the Town of Westlake and recorded in Volume 16798, Page 279, County Records, Tarrant County, Texas;

THENCE S 87°36’29”W, 579.95 feet along the southerly line of said proposed Tract 5 and along the northerly right-of-way line of said Dove Road;

THENCE S 88°34’23”W, 272.30 feet continuing along the southerly line of said proposed Tract 5 and continuing along the northerly right-of-way line of said Dove Road to the west property line of said AIL Tract 2, being the southwest corner of said proposed Tract 5;

THENCE N 00°15’51”W, 664.69 feet along the west line of said proposed tract 5 and along the west property line of said AIL tract 2 and then along the west property line of said AIL tract 1 to the south property line of the aforementioned AIL (D208228230) tract;

THENCE S 89°57’30”W, 23.21 feet continuing along the west line of said proposed Tract 5 and along the south property line of said AIL (D208228230) tract;

THENCE N 00°01’50”W, 200.04 feet continuing along the west line of said proposed Tract 5 and continuing along the south property line of said AIL (D208228230) tract;

THENCE S 89°33’25”W, 391.04 feet continuing along the west line of said proposed Tract 5 and continuing along the south property line of said AIL (D208228230) tract to the east right-of-way line of Ottinger Road (a variable width right-of-way) as described in a deed to the Town of
Westlake, as recorded in Document Number D203206081, County Records, Tarrant County, Texas;

THENCE N 00°15'39"W, 461.81 feet along the east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 5, being the southwest corner of a proposed 18.323 acre tract to be known as Tract 2;

THENCE N 89°49'56"E, 1283.22 feet along the north line of said proposed Tract 5 and along the south line of proposed Tract 2 and then along the boundary of said proposed DCLI property to the POINT OF BEGINNING and containing 1,324,333 square feet or 30.403 acres of land more or less.
EXHIBIT C

DESCRIPTION OF THE DCLI TRACT

[to be attached]
LEGAL DESCRIPTION

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592 and the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, being the northeast corner of a proposed 30.403 acre tract to be known as Tract 5, and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property described herein;

THENCE S 89°49'56"W, 787.23 feet (previously recorded as N 89°50'20"W) along the common property line of the southerly property line of said AIL Tract 2 and the boundary line of said DCLI property described herein and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set at the southeast corner of a proposed 18.323 acre tract to be known as Tract 2, also being the southeast corner of a proposed 10 foot wide Electric and Telecom easement to be known as tract 2A;

THENCE N 00°45'29"W, 357.87 feet along the westerly line of said proposed DCLI property described herein and the east line of said Tract 2A and then along the east line of a proposed 10 foot wide gas easement to be known as Tract 2B and then along the east line of a proposed 30 foot wide access easement to be known as Tract 2C and then along a proposed 10 foot wide Water easement to be known as Tract 2D and along the easterly line of said Tract 2 (18.323 acres) to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 20°32'10"E, 243.20 feet continuing along the common line of the westerly line of said proposed DCLI property described herein and along the easterly line of said proposed Tract 2 to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 24°21'01"E, 227.62 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 26°47'41"E, 340.17 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE N 58°07'29"E, 519.96 feet continuing along said common line to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set in the south line of a proposed 67.120 acre tract to be known as Tract 1, and also being the most northerly northwest corner of said proposed DCLI property described herein;

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THENCE N 89°27'17"E, 1824.60 feet the northerly line of said proposed DCLI property described herein and along the south line of said Tract 1 and then along the south line of a proposed 28.370 acre tract to be known as Tract 3 to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set at the southeast corner of said proposed Tract 3, being in the westerly line of a proposed 3.100 acre tract to be known as Tract 6 and being the northeast corner of said proposed DCLI property described herein;

THENCE S 00°32'43"E, 545.49 feet along the easterly line of said proposed DCLI property described herein and along the westerly line of said proposed Tract 6 and along the westerly line of a proposed 8.128 acre tract to be known as a Private Drive Easement and then along the westerly line of a proposed 133.685 acre tract to be known as Tract 4 to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set;

THENCE S 40°02'39"W, 871.03 feet along the easterly line of said proposed DCLI property described herein and along the westerly line of said proposed tract 4 to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set;

THENCE S 01°05'24"E, 1442.77 feet continuing along the easterly line of said proposed DCLI property described herein and along the westerly line of said proposed tract 4 to a 5/8 inch iron rod with plastic capped stamped “Carter & Burgess” set in the north right-of-way line of Dove Road as described in a deed to the Town of Westlake and recorded in Volume 16798, Page 279, County Records, Tarrant County Texas and being the southwest corner of said Tract 4 and the southeast corner of said DCLI property described herein;

THENCE S 88°54'36"W, 1153.05 feet along the north right-of-way line of said Dove Road and along the south line of said DCLI property described herein to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set.

THENCE S 87°36'29"W, 138.19 feet continuing along the north line of said Dove Road and the south line of said DCLI property described herein to a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being in the east property line of that certain tract of land (Tract 1) described by deed to AIL Investment, L.P., as recorded in Volume 13883, Page 335, County Records, Tarrant County, Texas and being the southeast corner of said Tract 5 and the southwest corner of said DCLI property described herein;

THENCE N 00°31'56"E, 1296.32 feet (previously recorded as N 00°44'55"E) along the east property line of said AIL Tract 1 and then along the east property line of the aforementioned AIL (D208228230) tract and along the east line of said Tract 5 and along the westerly line of said DCLI property described herein to the POINT OF BEGINNING and containing 4,658,596 square feet or 106.947 acres of land more or less.

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June 21, 2008
EXHIBIT D

DESCRIPTION OF THE COMMON AREAS AND CONTEMPLATED MASTER ASSOCIATION COMMON AREAS

[to be attached]
EXHIBIT E

DESCRIPTION OF THE DCLI POTENTIAL DELETION PROPERTY

[to be attached]
LEGAL DESCRIPTION

BEING a tract of land situated in the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 00°31'56"W, 613.25 feet along the westerly line of said proposed DCLI property and along the east property line of said AIL (D208228230) tract and along the east line of said Tract 5 to the POINT OF BEGINNING;

THENCE N 88°54'36"E, 1271.86 feet to the east line of said DCLI property;

THENCE S 01°05'24"E, 679.66 feet along said east line to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set in the north right-of-way line of Dove Road, as shown in that certain tract of land described by deed to the Town of Westlake, as recorded in Volume 16798, Page 279, County Records, Tarrant County, Texas;

THENCE S 88°54'36"W, 1153.05 feet along the north line of said Dove Road to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set;

THENCE S 87°36'29"W, 138.19 feet continuing along the north line of said Dove Road to a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set, being in the east property line of said Tract 5 and being in the west line of said DCLI property;

THENCE N 00°31'56"E, 683.07 feet along the said east line of Tract 5 and the west line of said DCLI property to the POINT OF BEGINNING and containing 871,200 square feet or 20.000 acres of land more or less.
EXHIBIT F

DESCRIPTION OF TRACT 7

[to be attached]
LEGAL DESCRIPTION
TRACT 7

BEING a tract of land situated in the Charles Medlin Survey, (Abstract Number 1084, Tarrant County, Texas, Abstract Number 823, Denton County, Texas), and the Jesse Sutton Survey, (Abstract Number 1451, Tarrant County, Texas, Abstract Number 1154, Denton County, Texas), and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "Carter & Burgess" set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49'56"W, along the common property line of the southerly property line of said AIL Tract 2 and the boundary line of said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, at 787.23 pass the most westerly southwest corner of said proposed DCLI property and the southeast corner of a proposed 18.323 acre tract known as Tract 2, in all 1283.22 feet to the existing east right-of-way line of Ottinger Road (a variable width prescriptive right-of-way), and being the northwest corner of said proposed Tract 5 and the southwest corner of said proposed Tract 2;

THENCE N 00°08'28"W, 818.71 feet along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2;

THENCE N 43°06'40"E, 127.27 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a non-tangent curve to the left;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said non-tangent curve to the left, an arc distance of 320.00 feet, through a central angle of 37°20'29" having a radius of 491.00 feet, the long chord of which bears N 44°43'50"E, 314.37 feet;

THENCE N 26°03'35"E, 100.00 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said curve to the right, an arc distance of 124.87 feet, through a central angle of 12°54'51" having a radius of 554.00 feet, the long chord of which bears N 32°31'00"E, 124.61 feet;
THENCE N 38°58'25"E, 44.98 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the southwest corner of a proposed 67.120 acre tract to be known as Tract 1 and being the northwest corner of said proposed Tract 2;

THENCE N 89°27'17"E, 1481.11 feet along the south line of said proposed Tract 1 and along the north line of proposed tract 2 and then along the north line of the aforementioned proposed DCLI property to the southeast corner of said proposed Tract 1 and the southwest corner of a proposed 28.370 acre tract to be known as Tract 3;

THENCE N 00°32'43"W, 520.91 feet along the common line of the east line of said proposed Tract 1 and the west line of said proposed Tract 3;

THENCE N 19°54'02"E, 421.47 feet continuing along said common line;

THENCE N 00°32'43"W, 305.32 feet continuing along said common line to the most westerly northwest corner of said proposed Tract 3;

THENCE N 62°32'22"E, 197.55 feet along the northerly line of said proposed Tract 3 to the POINT OF BEGINNING, being the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right, an arc distance of 1119.85 feet, through a central angle of 56°39'21" having a radius of 1132.50 feet, the long chord of which bears N 03°54'42"W, 1074.78 feet;

THENCE N 24°24'58"E, 179.47 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 676.59 feet, through a central angle of 07°53'00" having a radius of 4917.50 feet, the long chord of which bears N 20°28'28"E, 676.06 feet;

THENCE N 16°31'59"E, 365.83 feet to the southerly right-of-way line of State Highway 114 (a variable width right-of-way) and the beginning of a non-tangent curve to the right;

THENCE the following bearings and distances along the southerly right-of-way line of said State Highway 114:

With said non-tangent curve to the right, an arc distance of 1230.69 feet, through a central angle of 09°15'16" having a radius of 7619.44 feet, the long chord of which bears S 69°41'49"E, 1229.35 feet;

S 65°08'39"E, 819.44 feet;

S 61°06'42"E, 300.72 feet;

S 72°37'39"E, 151.61 feet;

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S 65°07'20"E, 472.53 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 274.47 feet, through a central angle of 02°44'07" having a radius of 5749.58 feet, the long chord of which bears S 66°27'19"E, 274.45 feet;

THENCE S 22°10'36"W, 14.00 feet departing the southerly right-of-way line of said State Highway 114;

THENCE S 24°16'35"E, 73.61 feet;

THENCE S 19°13'50"W, 299.02 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 146.07 feet, through a central angle of 07°10'06" having a radius of 1167.50 feet, the long chord of which bears S 22°48'53"W, 145.97 feet to the beginning of a compound curve to the right;

THENCE with said compound curve to the right, an arc distance of 87.12 feet, through a central angle of 12°28'44" having a radius of 400.00 feet, the long chord of which bears S 32°38'18"W, 86.95 feet;

THENCE S 38°52'40"W, 318.92 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 435.19 feet, through a central angle of 29°20'05" having a radius of 850.00 feet, the long chord of which bears S 53°32'42"W, 430.45 feet to the beginning of a compound curve to the right;

THENCE with said compound curve to the right, an arc distance of 149.47 feet, through a central angle of 33°58'22" having a radius of 252.08 feet, the long chord of which bears S 85°11'56"W, 147.29 feet to the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left, an arc distance of 35.64 feet, through a central angle of 30°56'35" having a radius of 66.00 feet, the long chord of which bears S 86°42'49"W, 35.21 feet;

THENCE S 12°42'02"E, 189.35 feet to the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right, an arc distance of 38.39 feet, through a central angle of 01°39'03" having a radius of 1332.50 feet, the long chord of which bears S 77°16'36"W, 38.39 feet to the northeast corner of a proposed 133.685 acre tract to be known as Tract 4;

THENCE S 78°06'07"W, 800.32 feet along the north line of said proposed Tract 4 to the beginning of a curve to the right;

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THENCE along the north line of said proposed Tract 4 and along the north line of a proposed 3.100 acre tract to be known as Tract 6 and with said curve to the right, an arc distance of 554.97 feet, through a central angle of 15°16’08” having a radius of 2082.50 feet, the long chord of which bears S 85°44’11”W, 553.33 feet;

THENCE N 86°37’45”W, 199.20 feet continuing along the north line of said proposed Tract 6 and then along the north line of the aforementioned Tract 3 to the beginning of a curve to the right;

THENCE continuing along the north line of said proposed Tract 3 and with said curve to the right, an arc distance of 1075.06 feet, through a central angle of 54°23’23” having a radius of 1132.50 feet, the long chord of which bears N 59°26’04”W, 1035.15 feet to the POINT OF BEGINNING and containing 6,485,152 square feet or 148.879 acres of land more or less.
EXHIBIT G

DESCRIPTION OF TRACT 1

[to be attached]
LEGAL DESCRIPTION
TRACT 1

BEING a tract of land situated in the Jesse Gibson Survey, Abstract Number 592, the Richard Eads Survey, Abstract Number 492, the J. Bacon Survey, Abstract Number 2026, the Jesse Sutton Survey, Abstract Number 1451, and the G. Hendricks Survey, Abstract Number 680, Tarrant County, Texas, and the Richard Eads Survey, Abstract Number 393 and Jesse Sutton Survey, Abstract Number 1154, Denton County, Texas, and being a portion of that certain tract (Tract 2) of land described by deed to AIL Investment, L.P., as recorded in Volume 13275, Page 542, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped “Carter & Burgess” set, being an ell corner in the southerly property line of said AIL Tract 2, said point also being the northeast property corner of that certain tract of land described by deed to AIL Investment, L.P., as recorded in Document Number D208228230, County Records, Tarrant County, Texas, and said point being the northeast corner of a proposed 30.403 acre tract known as Tract 5 and being an ell corner in the boundary line of the proposed 106.947 acre DCLI property;

THENCE S 89°49'56"W, along the common property line of the southerly property line of said AIL Tract 2 and said proposed DCLI property and the north property line of said AIL (D208228230) tract and the north line of said proposed Tract 5, at 787.23 pass the most westerly southwest corner of said proposed DCLI property and the southeast corner of a proposed 18.323 acre tract known as Tract 2, in all 1283.22 feet to the existing east right-of-way line of Ottinger Road (a variable width prescriptive right-of-way), and being the northwest corner of said proposed Tract 5 and the southwest corner of said proposed Tract 2;

THENCE N 00°08'28"W, 818.71 feet along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2;

THENCE N 43°06'40"E, 127.27 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a non-tangent curve to the left;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said non-tangent curve to the left, an arc distance of 320.00 feet, through a central angle of 37°20'29" having a radius of 491.00 feet, the long chord of which bears N 44°43'50"E, 314.37 feet;

THENCE N 26°03'35"E, 100.00 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the beginning of a curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 and with said curve to the right, an arc distance of 124.87
feet, through a central angle of 12°54'51" having a radius of 554.00 feet, the long chord of which bears N 32°31'00"E, 124.61 feet;

THENCE N 38°58'25"E, 44.98 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 2 to the POINT OF BEGINNING, being the southwest corner of a proposed 67.120 acre tract to be known as Tract 1 and being the northwest corner of said proposed Tract 2;

THENCE N 38°58'25"E, 150.84 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1;

THENCE N 49°53'46"W, 121.24 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 to the beginning of a non-tangent curve to the right;

THENCE continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 and with said non-tangent curve to the right, an arc distance of 551.83 feet, through a central angle of 27°15'24" having a radius of 1160.00 feet, the long chord of which bears N 32°56'15"W, 546.64 feet;

THENCE N 00°47'59"W, 1439.38 feet continuing along the existing east right-of-way line of said Ottinger Road and along the west line of said proposed Tract 1 to the northwest corner of said proposed Tract 1;

THENCE S 75°41'39"E, 821.08 feet along the north line of said proposed Tract 1 to the beginning of a curve to the right;

THENCE continuing along the north line of said proposed Tract 1 and with said curve to the right, an arc distance of 371.00 feet, through a central angle of 48°18'39" having a radius of 440.00 feet, the long chord of which bears S 51°32'19"E, 360.11 feet;

THENCE S 27°22'59"E, 214.65 feet continuing along the north line of said proposed Tract 1 to the beginning of a curve to the left;

THENCE continuing along the north line of said proposed Tract 1 and with said curve to the left, an arc distance of 880.40 feet, through a central angle of 90°04'39" having a radius of 560.00 feet, the long chord of which bears S 72°25'19"E, 792.49 feet to the northeast corner of said proposed Tract 1 and the most westerly northwest corner of a proposed 28.370 acre tract to be known as Tract 3;

THENCE S 00°32'43"E, 305.32 feet along the common line of the east line of said proposed Tract 1 and the west line of said proposed Tract 3;

THENCE S 19°54'02"W, 421.47 feet along continuing said common line;
THENCE S 00°32'43"E, 520.91 feet continuing said common line to a point in the north line of the aforementioned proposed DCLI property;

THENCE S 89°27'17"W, 1481.11 feet along the south line of said proposed Tract 1 and the north line of said proposed DCLI property and then along the north line of the aforementioned proposed Tract 2 to the POINT OF BEGINNING and containing 2,923,751 square feet or 67.120 acres of land more or less.
Exhibit "H"

**Circle T Ranch - Phase II Association**
**Fully Phased Final FHI Budget**

**Expenses**

**Property Operations (Areas F, H, I)**

<table>
<thead>
<tr>
<th>Area</th>
<th>Amount</th>
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<tbody>
<tr>
<td>F</td>
<td>$72,650.20</td>
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<tr>
<td>H</td>
<td>$27,448.53</td>
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<tr>
<td>I</td>
<td>$43,881.04</td>
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Total Phase II Property Operations $143,979.77

Administrative/Overhead $15,000.00

Reserve-3% of Operating Expenses 4,769.39
Third Party Management Fees - 6% 9,538.79

**Total Phase II Association Expenses** $173,287.95

Master Association 1 Allocation (Areas E,G,J) $143,970.86
Master Association 2 Allocation (Areas A,B,C,D) 219,862.37

**Total Master Association Allocations** $363,833.22

**Total Phase II Association Assessments** $537,121.17
### Exhibit 1

**Circle T Ranch - Master Area Association Common Areas**

**Fully Phased Master Association Common Areas Budget**

#### Expenses

**Property Operations**

**Master Common Area 1 (Areas E, G, J)**

<table>
<thead>
<tr>
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<th>Expenses</th>
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<tbody>
<tr>
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<tr>
<td>G</td>
<td>97,852.67</td>
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<tr>
<td>J</td>
<td>106,359.23</td>
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**Total Master Common Areas 1 Property Operations**

| Expenses       | $467,794.12 |

**Admin/Overhead**

| Expenses       | $14,000.00 |

**Reserve-3% of Operating Expenses**

| Expenses       | $14,453.82 |

**Third Party Management Fees - 6%**

| Expenses       | $28,907.65 |

**Total Master Common Areas 1 Expenses**

| Expenses       | $525,155.59 |

**Master Common Area 2 (Areas A, B, C, D)**

<table>
<thead>
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<tbody>
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<td>C</td>
<td>124,610.24</td>
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<tr>
<td>D</td>
<td>48,093.53</td>
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**Total Master Common Areas 2 Property Operations**

| Expenses       | $279,386.48 |

**Admin/Overhead**

| Expenses       | $14,000.00 |

**Reserve-3% of Operating Expenses**

| Expenses       | $8,801.59  |

**Third Party Management Fees - 6%**

| Expenses       | $17,603.19 |

**Total Master Common Areas 2 Expenses**

| Expenses       | $319,791.27 |

**Total Master Common Areas Expenses**

| Expenses       | $844,946.86 |
ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.