

**THIRD AMENDED AND RESTATED RESTRICTIVE COVENANTS
FOR VIRGINIA WOODS**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

THESE "THIRD AMENDED AND RESTATED RESTRICTIVE COVENANTS FOR VIRGINIA WOODS" ("Third Amended Restrictive Covenants") are made and effective as of the 30th day of May 2008, by the Virginia Woods Property Owners' Association (the "Association").

WITNESSETH:

WHEREAS, Virginia Woods Partnership ("Declarant") prepared that certain document entitled "Restrictive Covenants" dated September 23, 1996, and recorded as Document No. 97-0013237 on February 20, 1997, in the Real Property Records of Collin County, Texas (the "Original Restrictive Covenants"); and

WHEREAS, Phase II of Virginia Woods was subjected to the Declaration by the Restrictive Covenants recorded on August 19, 1997, as Document No. 97-0068268 in the Real Property Records of Collin County, Texas; and

WHEREAS, the Original Restrictive Covenants were replaced in their entirety by a document entitled "First Amended Restrictive Covenants" dated June 10, 1999, and recorded at Volume 4435, Page 1919 *et seq.* of the Real Property Records of Collin County, Texas (the "First Amended Restrictive Covenants"); and

WHEREAS, the First Amended Restrictive Covenants were replaced in their entirety by a document entitled "Second Amended Restrictive Covenants" dated May 16, 2005, and recorded at Volume 5919, Page 01009 *et seq.* of the Real Property Records of Collin County, Texas (the "Second Restrictive Covenants"); and

WHEREAS, the Association desires to amend and restate the Second Amended Restrictive Covenants and all prior Restrictive Covenants by these Third Amended Restrictive Covenants and has received, at a duly called and held meeting of the Owners, the requisite consent and approval of more than seventy-five percent (75%) of the Owners as required by Article VIII, Section 8.2 of the Second Amended Restrictive Covenants.

NOW, THEREFORE, the Association hereby declares that the Second Amended Restrictive Covenants are hereby replaced and superseded by the Third Amended Restrictive Covenants, and from and after the recording of this instrument in the Real Property Records of Collin County, Texas, the property described in **Exhibit "A"** attached hereto shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subject hereto. These Third Amended Restrictive Covenants shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

GENERAL

Section 1.1 Definitions. The following words, when used in this Declaration or any Supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Association" shall mean and refer to the Virginia Woods Property Owners' Association formed pursuant to Article III of this Declaration. The Association may, but is not required, to be incorporated as a non-profit corporation.
- b. "Virginia Woods" shall mean and refer to the development located on the Property subject to this Declaration.
- c. "Common Areas" shall mean and refer to all property designated as a common area, or landscape and screening easement, on the plat attached hereto as Exhibit C.
- d. "Common Expense Fund" shall have the meaning set forth in Article VII of this Declaration.
- e. "Property" shall mean and refer to the real property described in Section 1.2 hereof and any and all improvements thereon as are subject to this Declaration.
- f. "Homestead" shall mean and refer to any plot or tract of land shown on the plat or plats of the Property filed in the map records of Collin County, Texas, and any amendments thereto, together with any and all improvements that are now or may hereafter be placed or constructed thereon.
- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Homestead, but excluding any person or entity having an interest in a Homestead merely as security for the performance of any obligation unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.
- h. "Improvement" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, swimming pools, tennis courts, changes in any exterior color or shape, and any new exterior construction or exterior improvement. It does not, however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expensed in the maintenance of residential property and which does not change exterior colors or exterior appearances.

Section 1.2 Property Subject to Declaration. The real property covered by this Declaration shall be and include the surface estate only in and to all Homestead(s) of Virginia Woods, an addition to the City of McKinney, Collin County, Texas, according to the Plat thereof recorded in Cabinet J, Page 272, of the Map Records of Collin County, Texas, all as more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes. The Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by the owner, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions and charges set forth herein.

ARTICLE II

VOTING RIGHTS

Section 2.1 Right to Vote. Each and every person or legal entity who is an Owner of any Homestead shall have the right to vote in the manner and at the time specified herein.

Section 2.2 Number of Votes. Each and every person or legal entity who is an Owner of any Homestead shall be entitled to one (1) vote for each Homestead owned. When there are two or more Owner(s) of any Homestead, the vote for such Homestead shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Homestead.

ARTICLE III

PROPERTY OWNERS' ASSOCIATION

Section 3.1 The Association. There is hereby created for the maintenance, repair, replacement, development, security, administration, operation and management of Virginia Woods, an association named the Virginia Woods Property Owners' Association. The Association may, but is not required, to be incorporated as a non-profit corporation, and it is subject to the Texas Business Organization Code. The Association shall have the right and power to provide for the maintenance, repair, replacement, development, security, administration, operation and management of Virginia Woods. The business and affairs of the Association shall be managed by a Board of Directors known as the Management Committee (the "Management Committee"), which shall consist of four (4) natural persons (President, Vice President, Treasurer and Secretary). The Management Committee is synonymous with "Board of Directors."

Section 3.2 Membership in the Association. Each person or legal entity who is an Owner shall be a member of the Association and such membership shall automatically cease when such person or entity no longer owns such interest. Upon any transfer of a Homestead, the new Owner succeeding to such ownership shall likewise succeed to membership in the Association. Members in the Association shall have voting rights as set forth in Article II hereof.

Section 3.3 Designation or Election of The Management Committee. The members of the Management Committee shall be appointed, elected and/or removed as follows:

a. Beginning January 1, 2005, the Owner(s) shall, by a plurality vote at the annual meeting of the Association, have the exclusive power and right to elect, for two year terms, members of the Board of Directors (referred to hereinafter as the "Management Committee"). Owner(s) may vote in person or by proxy at a meeting of the Association duly called for such purpose, written notice of which shall be given to all Owner(s) at least ten (10) days but no more than thirty (30) days in advance and shall set forth the purpose for such meeting.

b. No director or member of the management team may serve more than two (2) consecutive 2-year terms.

Section 3.4 Meetings of the Association.

a. An annual meeting of the Association shall be held at a location on or close to the Property, as designated by written notice to each Owner by the Management Committee, at a time to be announced on the first Tuesday in May of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). Unless otherwise provided herein or in the by-laws, at all meetings of the Owners, Owners holding one-tenth of the votes entitled to be cast, represented in person or by proxy shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Owners present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the Owners, unless a greater number is required herein, by law or the by-laws.

b. At the annual meeting, the Management Committee shall present an accounting of the Common Expense Funds, itemized receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner, and the estimated budget for the current calendar year.

c. Special meetings of the Association may be called by the Management Committee, or any two (2) members thereof, at any time, and shall be called upon petition to the Management Committee by Owner(s) having, collectively, ten percent (10%) of the votes of the Association. Written or printed notice stating the location, day, and hour of such special meeting and the purpose or purposes for which the meeting is being called shall be delivered to each Owner not less than ten (10) days nor more than thirty (30) days before the date of such meeting.

d. Owners must be current in the payment of assessments in order to be entitled to vote at any meeting. Owner(s) may vote in person or by proxy at any officially called meeting of the Association, unless otherwise prohibited.

Section 3.5 Administration of Virginia Woods.

a. The Association, acting through the Management Committee, shall have all power to maintain, repair, replace, develop, secure, administer, operate and manage Virginia Woods in accordance with this Declaration. In exercising such power, the Management Committee may at any time form separate subcommittees, as set out below. Members of subcommittees shall serve for a term of two (2) years and shall be approved by the Management Committee. Members of subcommittees shall not be members of more than one (1) committee (including the Management Committee) and shall be Owner(s) (or, if applicable, designated members or representatives of Owner(s)).

b. The four (4) subcommittees shall be: (i) the Building and Architectural Control Committee; (ii) the Landscape and Maintenance Committee; (iii) the Pool Committee; and (iv) the Social/Welcome Committee. Each such subcommittee shall have the duties and functions set forth herein below.

c. The Association shall have the power, by majority vote, to consolidate or divide such sub-committees into separate or different sub-committees or to consolidate any such subcommittee with the Management Committee, in which event any power or duty exercisable by any such subcommittee hereunto shall be exercisable by, as applicable, such divided or consolidated subcommittee(s) and, in the event that, for whatever reason, no subcommittee has been given the power to enforce any of the covenants contained herein, such power shall reside in the Management

Section 3.6 The Building and Architectural Control Committee.

a. Function. No Improvement, as that term is defined in Section 1.1.h. above, shall be erected, constructed, placed or altered on any portion of the Property until plans and specifications, in such form and detail as the Building and Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The decision of the Building and Architectural Control Committee shall be final, conclusive and binding.

b. Content of Plans and Specifications. Prior to the construction or installation of any Improvement(s), two (2) sets of plans and specifications shall be submitted to the Building and Architectural Control Committee, and shall include the following: (i) structural design (including floor plan); (ii) exterior elevations; (iii) exterior materials, colors, textures and shapes.

c. Approval Criteria. Approval of plans and specifications shall be based, among other things, on general adequacy of size dimensions, structural design, conformity and harmony of exterior design and of location with neighboring structures and sites, relation of finished grades and governmental requirements, and conformity to both the specific and general intent of the restrictions and covenants set forth herein. The chair of this committee shall obtain the consent of the President of the Virginia Woods POA on all plans it approves.

d. Failure to Act. If the Building and Architectural Control Committee fails to approve or disapprove submitted plans and specifications or reject them as being inadequate within forty-five (45) days after receipt by the Committee of the submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, except that the Building and Architectural Control Committee shall have no right or power, by failure to act, to waive or approve any substantial deviations from the restrictions and covenants set forth herein, as are more specifically set out in Article V (Protective Covenants) hereof.

e. Appeal of Building and Architectural Control Committee Decisions. Within ten (10) days after the Building and Architectural Control Committee's ("Committee") disapproval of the final plans and specifications, the applicant may make a written request for a hearing before the Committee to reconsider the application. If the applicant timely requests a hearing pursuant to this section, the hearing shall be held in executive session of the Committee, affording the applicant a reasonable opportunity to be heard. The Committee shall notify the applicant in writing of its decision within ten (10) days after the hearing.

Section 3.7 The Landscape and Maintenance Committee.

a. Function. The Landscape and Maintenance Committee shall be responsible for maintaining the beauty and cleanliness of Virginia Woods, including: (i) the landscaping and maintenance of any common areas within Virginia Woods which have been deeded to the Association; and (ii) enforcing the upkeep and maintenance obligations of Owner(s) as set forth in Article V of this Declaration.

b. Nuisance. Although Owner(s) shall not be required to submit landscaping plans and specifications to the Landscape and Maintenance Committee for approval, such Owner shall endeavor

in landscaping such Owner's Homestead to complement and maintain the beauty of the Virginia Woods. Should any Owner install landscaping on such Owner's Homestead which is detrimental to the beauty of Virginia Woods and such Owner fails or refuses to voluntarily alter or remove such detrimental landscaping after being requested to do so by the Landscape and Maintenance Committee, the Landscape and Maintenance Committee, upon the consent of the President of Virginia Woods POA, may declare such detrimental landscaping a nuisance and order its removal from the Homestead. The decisions and actions of the Landscape and Maintenance Committee concerning the foregoing shall be conclusive and binding on all Owner(s).

Section 3.8 The Pool Committee

a. **Function.** The Pool Committee shall be responsible for maintaining the pool as needed to keep the pool operating within codes, as established by the City of McKinney. By extension, this includes the building and other public areas within and including the pool fence. The Committee will also be responsible for establishing rules regarding pool use by Owners.

b. **Contract approvals.** Any contracts that are required to maintain or repair the pool, pool equipment or other features of the pool area will be obtained and evaluated by the Pool Committee, with final approval by the Management Committee.

Section 3.9 The Social/Welcome Committee

a. **Function.** The Social/Welcome Committee shall be responsible for welcoming new neighbors to Virginia Woods and sponsoring Neighborhood-wide social events.

Section 3.10 Limitation of Liability. Neither the Management Committee nor any subcommittee (Building and Architectural Control Committee, Landscape and Maintenance Committee, Pool Committee and Social/Welcome Committee), nor any member thereof shall be liable in damages or otherwise to anyone submitting plans or specifications for approval or to any Owner or to any other party by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with: (i) the approval or disapproval or failure to approve or disapprove any plans or specifications; or (ii) the performance or non-performance by the Management Committee or any sub-committee of any of its duties hereunder. Notwithstanding that the committee has approved plans and specifications, neither the Board, the committee, nor any of its members shall be responsible or liable to any Owner, developer, or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of such improvements. Neither the Board, the committee, nor any of its members shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the Declaration, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE IV

INSURANCE; REPAIR AND RESTORATION

Section 4.1 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of common areas, any improvements thereon or appurtenant thereto, for the interest of the Association and of all members

thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage of properties similar in construction, location and use to the common areas. Such insurance may include, but need not be limited to:

- a. Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
- b. Public liability and property damage insurance on a broad form basis.
- c. Fidelity bond for all officers and employees of the Association having control over the receipt and disbursement of funds.
- d. Officers' and directors' liability insurance, if available.

Section 4.2 Insurance Proceeds. The Association and the members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article IV, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the common areas.

Section 4.3 Insufficient Proceeds. If the insurance proceeds are insufficient to or replace any loss or damage, the Association may levy a special assessment as provided in Article VII to cover the deficiency.

Section 4.4 Dedicated Common Areas. All such public liability insurance policies covering common areas which have been dedicated to the public or the City of McKinney shall name the City of McKinney as an additional insured and shall provide for a waiver of subrogation in favor of the City of McKinney.

ARTICLE V

PROTECTIVE COVENANTS

Section 5.1 Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction on, alterations and additions to, or use of the Property and all improvement thereon and shall be deemed, for all purposes, to be covenants running with the Property.

a. Residential Use. All Homestead(s) shall be used for residential purposes only, with the following additional restrictions and stipulations:

- (1) No trailer, basement, tent, garage or outbuilding erected or placed on any Homestead or any vehicle of any kind placed on any Homestead shall be used as either a permanent or temporary residence or dwelling.

(2) No temporary structure of any kind shall be erected or placed on any Homestead and in no event shall any residential dwelling upon any Homestead be occupied until it has been fully completed in accordance with plans and specifications approved by the Building and Architectural Control Committee.

(3) No part of any Homestead shall be used for business purposes or for any purposes other than a private residence with the customary outbuildings and garage without the prior express written consent of the Management Committee.

b. Use Limitations. The following uses of Homestead(s), tracts or parcels of land in the Property are not permitted:

(1) Any prohibited use set out in Section 5.1.a. above.

(2) Any use for a residence other than one (1) detached single family residence per Homestead, which detached single family residence may not exceed two (2) stories in height.

(3) Any use which generally constitutes a nuisance or which involves an obnoxious odor, excessive emission of smoke, dust, steam, or vapor or any excessive noise level.

(4) Any use involving further subdividing of Homestead(s), tracts or parcels without the prior written approval of the Management Committee.

(5) Any use involving the keeping on any Homestead of any animals or domestic fowl, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose. The association reserves the right to designate the reasonable number or type of pet permitted.

(6) Any use or maintenance of any Homestead as a dumping ground for rubbish. Trash, garbage or waste shall not be kept, except in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in a sanitary condition.

(7) No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, except that (i) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; (ii) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; or (iii) antennas or satellite dishes designed to receive television broadcast signals [(i), (ii), and (iii) are collectively referred to as "Permitted Devices"] shall be permitted, provided that any such Permitted Device is placed in the

least conspicuous location on the Lot at which an acceptable quality signal can be received and is not visible from neighboring property or is screened from the view of adjacent Homesteads.

(8) No automobiles, trucks, boats, trailers, campers, recreational vehicles or other vehicles of whatever kind or character, shall be parked on the street, except that vehicles operated by guests of Owner(s) may be temporarily parked on the street during the hours of parties or other similar functions sponsored by Owner(s). Non-operable automobiles, trucks, boats, trailers, campers, recreational vehicles, or other similar vehicles shall only be located or stored on any Homestead in a garage or other approved outbuilding. No vehicle of any size which normally transports flammable or explosive cargo may be kept on the Property at any time. All vehicles must be parked only on a paved surface.

(9) All residences or other structures constructed or erected upon any Homestead shall be of new construction and in no event shall any prefabricated or existing structures be moved onto any Homestead; provided, however, that with the expressed prior written approval of the Building and Architectural Control Committee, an Owner may transport or locate prefabricated storage buildings on any Homestead provided the same are in harmony with the exterior of the primary residence.

(10) No communication receiving or transmitting device or equipment shall be used on any Homestead which interferes with the television reception of any other Homestead without the prior written consent of the Building and Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason. Satellite receivers may be allowed if constructed and maintained in a manner satisfactory to the Building and Architectural Control Committee.

(11) No clothesline shall be maintained on any Homestead, unless it is hidden from view by a hedge or other protective enclosure in a manner approved by the Building and Architectural Control Committee.

(12) No above ground propane tanks or other containers of explosive or flammable substances shall be allowed on any Homestead.

(13) No exterior vapor lights.

(14) Flagpoles may be added to a Homestead, as long as they are set back from the street at least 10 feet, are less than 4 in. diameter, 20 ft. height and consist of a simple, metal pole in design. No added supports or embellishments to a standard single flagpole are allowed. Deviations must be approved in advance by the Building and Architectural Committee.

(15) Window air condition or heating units may not be installed in any residence in Virginia Woods.

(16) Retaining walls must be constructed of stone, matching the color and style of the stone prevalent throughout Virginia Woods or that complement the brick/stone exterior of the

homestead. Railroad crossties and wooden landscape timbers may not be used for retaining walls.

c. Side Line and Front Line Setback Restrictions. No portion of any dwelling or residence shall be nearer to the front property line of said Homestead than as designated on the recorded Plat of the Property. No structure or improvement of any kind shall be nearer to the side property line or rear property line of any Homestead than as designated by the City of McKinney.

d. Fences. Fences that are erected on Homesteads shall comply with the following:

(1) No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded Plat of the Property.

(2) No chain link fences or other wire type fences shall be erected on any Lot.

(3) All or any portion of a fence erected on a Lot shall be constructed of cedar, pine, ornamental iron, stone or brick or any combination thereof, PROVIDED FURTHER that any such fence which is supported by wood or metal posts shall be erected so that such posts are not visible from the street. Wood fencing must have an even flat top.

(4) Fences may not exceed 6 feet in height.

(5) Given the great variety of potential fencing and screening configurations and materials, it is understood that the fencing restrictions contained in this Section 5.1.d. may not be exhaustive; therefore, no fence, wall or hedge on any Lot shall be erected, placed, altered, painted or stained without the prior written approval of the Building and Architectural Control Committee. Upon submission of a written request for same, the Building and Architectural Control Committee may, from time to time, at its sole discretion, permit the construction of fences or walls which are in variance with the provisions of this Section 5.1.d wherein the sole opinion of the Building and Architectural Control Committee, the fence or wall is an integral part of the architectural style or design of the home.

e. Signs. No sign of any kind shall be displayed to public view on any Homestead with the exception of:

(1) Any builder or remodeler, during the construction or sale of a residence, may utilize professional signs (of not more than twelve (12) square feet in size) on each lot, which it owns for advertising or sales promotion.

(2) A dignified "for sale" sign (of not more than five (5) square feet in size) may be utilized on a Homestead by the homeowner of that Homestead for the sale of that Homestead and its improvements.

(3) Two small, professionally fabricated signs indicating that the Homestead

is protected by a security system and monitored by a professional security company may be placed on a Homestead.

(4) Political signs (of not more than twenty-four (24) square feet in size) advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal may be erected on a Homestead, provided that no more than one (1) sign shall be permitted for each candidate or issue and such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election.

(5) Personal signs indicating school affiliations, birth announcements and similar type signs may be erected on a Homestead, said signs to be no larger than eighteen inches (18") by twenty-four inches (24"). School booster signs must be placed in the foundation beds. No more than three (3) signs per home are permitted at any one time.

(6) Contractors' signs used for advertising work performed on a Homestead may be erected on such Homestead provided that such signs shall not be erected more than ten (10) days prior to commencement of the work and are removed no later than ten (10) days following completion of the work.

f. Illegal Trade. No illegal activity shall be carried on upon any Homestead.

g. Landscaping. Landscaping will be required on all Homestead(s).

(1) Landscaping that is removed for Homestead improvements shall be replaced no later than one hundred (100) days after completion of improvement.

(2) Landscaping must comply with and conform to the following:

(a) Must have a minimum of two (2) trees in the front yard.

(b) The front yard must have:

1) Grass-free beds across the front of the house, which are mulched or planted with acceptable ground covering material and contain shrubs and ornamental plants.

2) Sodded grassy area from beds to curbside, covering the width of the lot.

(c) May not obstruct sight lines at streets or driveway intersections. Specifically, no hedge or shrub which obstructs sight lines between elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Homestead within the triangular area formed by the street property lines and the line connecting them at points twenty (20) feet from the intersection of the street right-of-way lines or, in the case of a rounded property

corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any Homestead within ten (10) feet of the intersection of any driveway with a public street. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.

(d) Preserve existing trees to the extent practical.

(e) Permit reasonable access to public and private utility lines and easements for installation and repair.

(f) May not divert in any way creeks, or increase such creeks in size through dams or other obstructions, without prior written permission from the Landscape and Maintenance Committee.

(g) Any Homestead purchased but left vacant shall be mowed and maintained at all times.

(h) All yards shall be sodded with grass (no hydro mulching of grass shall be permitted).

h. Construction Standards.

(1) All homes must have asphalt or fiberglass shingles, minimum weight of 250 pounds per square, a square being defined as an area 10 feet by 10 feet containing 100 square feet, or tile roofs with a minimum pitch of eight (8) feet by twelve (12) feet, unless prior written approval to use other materials is obtained in writing from the Building and Architectural Control Committee.

(2) The air conditioned habitable floor area of the primary residence on each Homestead shall have the following minimum square footage, exclusive of porches, stoops, terraces, and garages: (i) single story residences - 2,000 square feet; (ii) two story residences 2,500 square feet, with the first floor area containing a minimum of 1,700 square feet.

(3) Existing driveways may not be expanded. They shall be constructed of concrete, or other materials expressly approved by the Building and Architectural Control Committee.

(4) All utility services to the Improvements on each Homestead shall be installed entirely underground in a manner, which conforms to all building codes and standards of the utility service company.

(5) All mailbox structures, including the possible use of the Owner's name or address either affixed or attached thereto, and any structure placed within any street right-of-way, shall be subject to the prior written approval of the Building and Architectural Control Committee.

(6) Garages shall not violate the minimum front, side and rear setback restrictions.

(7) All construction of any Improvements shall conform to the current building ordinances and codes of the City of McKinney, Texas and shall be done in a good and workmanlike manner.

(8) The exterior walls of each building constructed or placed on a lot shall be at least seventy-five percent (75%) brick, brick veneer, stone or stone veneer, and the exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, stone or masonry, except that wood encased chimneys may be approved by the Building and Architectural Control Committee.

(9) No bricks, stones used on the exterior of any building, outside walls, fence, walkway, or other improvement or structure on any lot shall be painted unless otherwise permitted by the Building and Architectural Control Committee. The Building and Architectural Committee reserves the right to require an owner to repaint Homesteads that have been painted a color not in keeping with the area.

(10) Tennis courts may be permitted upon any lot upon approval of the Building and Architectural Control Committee.

(11) Gazebos, pool pavilions, trellises, greenhouses, children's playhouses, tree houses, storage sheds, or other similar structures may not be erected without prior approval of the Building and Architectural Control Committee,

(12) Pools may not be erected, constructed or installed without the prior approval of the Building and Architectural Control Committee. Aboveground pools are not permitted. All pool service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard.

i. Security Devices. Exterior electronic bug killers or speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall not be installed or maintained on any lot if found to be objectionable by the Association. Upon being given notice by the Association that an electronic bug killer or a speaker, horn, whistle, bell or other sound device is objectionable, the Owner of the Homestead on which same is located shall immediately remove the same or correct the noise level in such a way as to no longer be objectionable.

j. Miscellaneous Restrictions.

(1) No hunting or discharging of firearms is allowed on any Homestead.

(2) No motorcycles, mini-bikes or off-road vehicles shall be permitted to use any part of the Property, other than the streets and driveways provided therein for ingress and egress purposes only.

ARTICLE VI

MAINTENANCE

Section 6.1 Duty of Maintenance.

a. The Association shall maintain all landscaping, buffering, screening, irrigation and associated improvements within the Common Areas.

b. Owner(s) and occupants (including lessees) of any Homestead shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Homestead so owned or occupied, including but not limited to Improvement(s), grounds or drainage easements or other rights-of-way located thereon or incident thereto, in a well maintained state and a clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- 1) Prompt removal of all litter, trash, refuse and wastes;
- 2) Mowing and edging lawns as required to maintain a trimmed and orderly condition;
- 3) Weeding beds and lawns;
- 4) Pruning trees and shrubs as necessary to maintain a neat appearance;
- 5) Watering sufficiently to keep landscaping green;
- 6) Keeping the parkway area between Homestead lines and adjoining streets mowed and clean;
- 7) Keeping parking areas and driveways in good repair with clean, smooth surfaces;
- 8) Complying with all governmental health requirements;
- 9) Repairing any exterior damage to Improvement(s);
- 10) Keeping garbage containers placed so as not to be visible from the street, except as otherwise necessary on days of collection;
- 11) Maintaining and keeping fences in a condition of good repair, including refinishing/painting, so as to present a neat, attractive appearance;
- 12) Removing Christmas or other holiday decorations no later than two weeks following the holiday;
- 13) Keeping extraneous items other than accepted, tasteful window coverings from

being posted or displayed in windows; and

14) Each wall, fence or driveway built as a part of the original construction on any lots, which shall serve, and/or separate any two adjoining Homesteads shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

c. At the sole discretion of the Management Committee, the Association shall have the right to enter upon, for the purpose of maintaining, and may maintain other property which it does not own, including, without limitation, Homesteads or property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable. Such right of entry is governed by Section 6.2, below.

Section 6.2 Enforcement. Upon failure of any Owner to maintain a Homestead owned by him in the manner prescribed herein, the Association, or their agent, at its option and discretion but without any obligation to do so, and only if such non-compliance continues after five (5) days written notice to such Owner, may enter upon such Owner's Homestead and undertake to maintain and care for such Homestead if the condition required under these covenants without any liability for damages for wrongful entry, trespass, or otherwise to any person. The Owner shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of the work within ten (10) days after presentment of such statement. In order to secure the payment of any such assessments, together with interest thereon at the highest rate then permitted by applicable Texas or Federal law from the date of such assessment until paid, together with all of the costs, including reasonable attorneys' fees, of collecting same, a lien to the extent permitted by law shall be and is hereby reserved in and to each Homestead and any and all improvements located thereon and is hereby assigned to the Association, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Landscape and Maintenance Committee or any member of such committee or by any Owner on behalf of such committee or by the Association. Any such lien shall be deemed subordinate and inferior to the lien or liens of any mortgagee which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Homestead, The collection of any such assessment, including such interest and costs may, in addition to any other applicable method in law in equity, be enforced by suit for a money judgment or collected out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law. Each such assessment, including such interest and costs of collection, also shall be the continuing personal obligation of the Owner and, if applicable, the occupant of any such Homestead at the time when the violation leading to such assessment occurred. Each and every Owner of any Homestead, by the acceptance of a deed or after conveyance of any Homestead, shall be deemed to covenant and agree, for and on behalf of such Owner and any occupant occupying such Owner's Homestead by license of such Owner, to pay any such assessment. An Owner in default in the payment of any such assessment shall not be entitled to be a member of any committee formed pursuant to this Declaration, or to vote at any meeting of the Association so long as such default exists.

Section 6.3 Rights of the City of McKinney. In the event that the Association, its successors or assigns shall fail or refuse to adequately maintain the appearance and condition of the Common Areas which the Association is obligated to maintain hereunder, the City shall have the right and may assume the duty of performing all such maintenance obligations of the Association upon (a) giving

written notice thereof to the Association, and (b) the expiration of ten (10) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City may levy an assessment upon each lot on a pro-rata basis for the entire cost of such maintenance, which assessment shall constitute a lien upon the lots against which each assessment is made. During the period the City has a right and assumes the obligation or authority with respect to such maintenance. The right and authority of the City to maintain the common Areas shall cease and terminate when the Association, its successors or assigns, shall present to the City reasonable evidence of its willingness and ability to resume maintenance of the Common Areas. In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, the City, its agents, representatives and employees shall have the right of access to and over the Common Areas for the purpose of maintaining, improving and preserving the same; and in no event shall the City be liable to the Association or any Owner or their respective heirs, executors, administrators, devisees, personal representatives, successors and assigns for (i) any acts or construction relating in any manner to maintaining, improving and preserving the Common Areas.

ARTICLE VII

COMMON EXPENSE FUND - ASSESSMENTS -- COLLECTION

Section 7.1 Common Expense Assessments. The Management Committee shall have the power to assess each Owner such Owner's pro rata part (determined as set out below) of any costs or expenses associated with the annual budget; provided however, any capital expenditure exceeding \$20,000.00 in cost must be approved by seventy-five percent (75%) of the Owner(s) at a meeting of the Association held pursuant to Article III.3.4 (any such costs and expenses shall be hereinafter referred to as the "Common Expenses".)

Section 7.2 Budgets and Establishment of Charge for Common Assessments. Effective January 1, 1997, and effective January 1 of each calendar year thereafter, the Management Committee shall have the right to establish the annual budget (the "Budget") for the fiscal year, projecting all expenses for the forthcoming year which may be required for the property maintenance, repair, replacement, development, security, administration, operation and management of Virginia Woods in accordance with the above Section 7.1 and based on projected actual cost, including a reasonable allowance for contingencies and reserves for repairs to or maintenance or replacement of any property owned by the Association. The fiscal year shall be the calendar year unless the Management Committee shall set a different fiscal year.

Section 7.3 Special Assessments. In addition to the above, should the Budget for any fiscal year prove insufficient to cover all costs and expenses to be paid by the Owner's during such fiscal year, then the Management Committee shall have the right to specially assess each of the Owner(s) pro rata part of the deficiency.

Section 7.4 Payment of Common Expense Phases and Special Assessments.

a. After the Management Committee has established the Budget or any special assessment, the Management Committee shall, by written notice, assess each Owner of a Homestead such Owner's

pro rata part of the amount of the Budget or special assessment.

b. For purposes of this Article VII, an Owner's pro rata part shall be determined by multiplying the amount of the Budget or the special assessment by a fraction, the numerator of which shall be the number of Homestead(s) owned by such Owner and the denominator of which shall be the number of Homestead(s) in the Virginia Woods.

c. Payment of each Owner's pro rata part of any assessment shall be due and payable to the Association within thirty (30) days after the Management Committee has given notice of the same to the applicable Owner. Assessments in default shall be assessed a late fee, as stated in the annual owner assessment notice, and after one calendar year shall bear interest at the highest rate then permitted by applicable Texas or Federal law from the date of delinquency until paid. The Management Committee may file in Small Claims Court to recover these overdue Owner assessments.

d. Each person or legal entity (if more than one) comprising an Owner shall be jointly and severally liable for the payment of all assessments levied against such Owner in accordance with this Article VII. **Upon the sale or transfer of a Homestead, the subsequent Owner shall be liable for all the outstanding and unpaid assessments unless such transferee has received a statement from the Management Committee certifying that there are no outstanding and unpaid assessments even if the statement later proves to be inaccurate.**

Section 7.5 Enforcement and Creation of the Lien.

a. In order to secure the payment of any assessments levied hereunder, the Management Committee may elect to file a claim with the Small Claims Court (covering the assessment, late fees and all filing expenses) or a lien to the extent permitted by law shall be and is hereby reserved in and to each Homestead and any all Improvements located thereon and such lien is hereby assigned to the Association, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Management Committee or by any Owner on behalf of the Association. Such lien shall be deemed subordinate and inferior to the lien or liens of any mortgagee, which may have heretofore lent or may hereafter lend money in good faith for the purchase or improvement of any Homestead. The collection of such assessments may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment or collected out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law and, in any such event, the expenses incurred in collecting such delinquent assessment, including but not limited to interest, costs and attorneys' fees, shall be chargeable to and a personal obligation of such defaulting Owner. Any mortgagee who obtains title to a Homestead pursuant to the remedies provided in a Deed of Trust or other mortgage instrument, including foreclosure of such lien, shall not be liable for unpaid assessments attributable to such Homestead which have accrued prior to the date that the mortgagee acquires title to such Homestead. An Owner in default in the payment of any assessment shall not be entitled to be a member of any committee formed pursuant to this Declaration or to vote at any meeting of the Association so long as such default exists.

b. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Homestead, the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the

Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, perfection, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. para. 51.002 (Vernon 1984), as it may be amended, in like manner of any deed of trust on real property.

Section 7.6 Common Expense Fund. Assessments collected pursuant to this Article VII shall be paid into the Common Expense Fund to be held and used for the benefit of the Association; and such Common Expense Fund may be expended by the Management Committee and any sub-committee formed pursuant to this Declaration for the purposes set forth herein.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Duration. Subject to the right of amendment as stated in Sections 8.2, 8.3 and 8.4 hereof, the covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Homestead, their respective legal representatives, heirs, successors and assigns until January 1, 2025. After such time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by seventy-five (75%) of Owners in the aggregate, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Declaration shall be terminated as specified therein.

Section 8.2 Amendments. Any and all articles of this Declaration may be amended, modified or changed in whole or in part in the following manner:

a. Those persons or legal entities who own Homestead(s) shall, by the affirmative vote of seventy-five percent (75 %) of the Owners representing a quorum, have exclusive power and right to amend any article hereof. For purposes of amending this Declaration pursuant to this Section, a quorum is the majority of Owners entitled to vote. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Management Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed of record in the Deed Records of Collin County, Texas, with signatures of the requisite number of Owner(s).

Section 8.3 Deviation from Restrictions and Covenants.

a. Any substantial deviation from the present form or the specific and general intentions and purposes of any of the restrictions and covenants set forth herein shall be allowed only as follows:

(1) Owner(s) shall by two-thirds (2/3) vote have the exclusive power and right to allow such substantial deviations. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Management Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting.

(2) Approvals made by the Building and Architectural Control Committee (paragraph 3.6) are not subject to the provisions of this paragraph, since these decisions do not by definition constitute substantial deviations from the covenants.

b. During the existence of this Declaration, as from time to time supplemented or amended, the Management Committee and any sub-committee formed pursuant hereto, shall have the exclusive power and right to allow minor deviations from the present form of or the specific and general intentions and purposes of the restrictions and covenants set forth herein.

c. City Consent. Notwithstanding the above, no deviation from the restrictions or covenants may be made relative to the maintenance obligations of the Association pertaining to the Common Areas without the written consent of the City.

Section 8.4 Enforcement. The restrictions and covenants set out in this Declaration shall be enforced as follows:

a. The Management Committee shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including, but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

b. The Owner of any Homestead may bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation. Any legal or other expenses incurred incident to such legal action shall be borne by the Owner(s) bringing such action and shall in no event be owed by any of the Owner(s) not involved in bringing such action.

c. Should the Association prevail in any such litigation, the Association shall be entitled to recover its reasonable attorney's fees.

Section 8.5 Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, such provision shall be fully severable and the remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Furthermore, in lieu of each of such illegal, invalid or unenforceable provisions, there shall be added automatically as a part of this Declaration, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 8.6 Notice. Whenever written notice to the Owner(s) is permitted to be required hereunder, such notice shall be given by the Management Committee or by any appropriate subcommittee formed pursuant hereto by the mailing of such notice to the address of such Owner(s) appearing on the records of the Management Committee (and as furnished to the Management Committee by such Owners). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, properly addressed, postage prepaid, whether received by the addressee or not.

Section 8.7 Headings. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 8.8 Effective Violation of Covenants on Existing Liens. Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way effect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

ARTICLE IX

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

Section 9.1 The Association and all persons subject to this Declaration agree that enforcement of the covenants and restrictions herein will be governed by the provisions contained in Chapter 209 of the Texas Property Code (known as the Texas Residential Property Owners Protection Act). Pursuant to Section 209.007(e) of the Texas Property Code, and Owner and/or the Association may use alternate dispute resolution services to resolve any and all disputes regarding enforcement of the covenants and restrictions herein.

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the Members of the Association have approved these Third Amended Restrictive Covenants pursuant to the requirements of Article VIII, Section 8.2 of the Second Amended Restrictive Covenants, and these Third Amended Restrictive Covenants are executed by the duly authorized agent for the Association as of the date first written above.

VIRGINIA WOODS PROPERTY OWNERS'
ASSOCIATION, a Texas non-profit corporation

By: *Gerald R. Lewis*

Title: *President, Virginia Woods Property Owners' Association*

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me, the undersigned authority, by *Gerald R. Lewis*, _____ of Virginia Woods Property Owners' Association, a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *30th* day of *May*, 2008.

Elisa M. Gallardo
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219



COUNTY OF COLLIN X
STATE OF TEXAS X

WHEREAS, VIRGINIA WOODS PARTNERSHIP are the owners of a 18.848 acre tract of land situated in the James Harndon Survey, Abstract Number 391 and the M.R. Bailey Survey, Abstract Number 38, in the City of McKinney, Collin County, Texas, and being all of Tract Two (1.000 Acres), all of Tract Three (0.339 Acres) and a portion of Tract Five (37.596 Acres) according to the deed recorded in Volume 2872, Page 036 of the Deed Records of Collin County, Texas (DRCCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the southwest corner of said Tract Five and being located in the northerly right-of-way line of Virginia Parkway (a 120 feet wide right-of-way);

THENCE departing the northerly right-of-way line of said Virginia Parkway NORTH 00°29'00" EAST a distance of 581.34 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 87°30'00" EAST a distance of 52.48 feet to a 5/8 inch iron rod set for the southwest corner of said Tract Two;

THENCE NORTH 03°35'00" EAST a distance of 234.40 feet to a 5/8 inch iron rod set for the northwest corner of said Tract Three;

THENCE SOUTH 87°30'00" EAST a distance of 631.23 feet to a 60d nail found for corner;

THENCE NORTH 02°18'00" EAST a distance of 481.80 feet to a 60d nail found for corner;

THENCE SOUTH 86°19'00" EAST a distance of 714.80 feet to a PK rod found for corner located in or near Harndon Branch;

THENCE along or near said Harndon Branch as follows:

SOUTH 01°59'00" WEST a distance of 133.17 feet to a point for corner;

SOUTH 39°40'00" WEST a distance of 54.33 feet to a point for corner;

SOUTH 75°24'00" WEST a distance of 89.20 feet to a point for corner;

SOUTH 57°50'50" WEST a distance of 163.98 feet to a point for corner;

SOUTH 11°07'00" EAST a distance of 83.84 feet to a point for corner;

SOUTH 13°08'00" EAST a distance of 123.20 feet to a point for corner;

SOUTH 80°42'00" EAST a distance of 117.50 feet to a point for corner;

SOUTH 11°27'00" EAST a distance of 100.10 feet to a point for corner;

SOUTH 17°50'00" EAST a distance of 28.72 feet to a point for corner;
THENCE departing said Harndon Branch SOUTH 77°32'53" WEST a distance of 313.90 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 84°08'45" WEST a distance of 50.00 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 05°33'75" WEST a distance of 18.50 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 67°02'30" WEST a distance of 302.04 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 59°57'41" WEST a distance of 139.83 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 200.00 feet, a chord bearing of South 50°43'22" West and a chord length of 83.11 feet;

THENCE continuing along said curve to the left through a central angle of 18°28'38" for an arc length of 83.52 feet to a 5/8 inch iron rod set for the beginning of a reverse curve to the right having a radius of 200.00 feet, a chord bearing of South 65°58'02" West and a chord length of 240.52 feet;

THENCE continuing along said reverse curve to the right through a central angle of 48°38'56" for an arc length of 248.01 feet to a 5/8 inch iron rod set for the point of tangency;

THENCE NORTH 89°31'00" WEST a distance of 35.74 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 00°28'00" EAST a distance of 115.02 feet to a 5/8 inch iron rod set for corner;

THENCE NORTH 89°31'00" WEST a distance of 58.42 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 87°27'25" WEST a distance of 95.01 feet to a 5/8 inch iron rod set for corner;

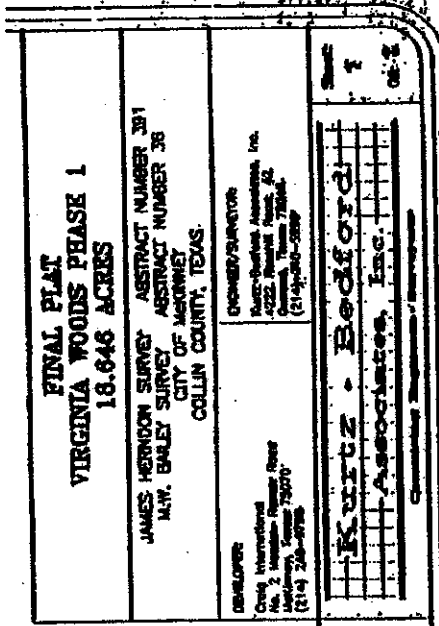
THENCE NORTH 95°31'00" WEST a distance of 110.70 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 45°29'00" WEST a distance of 21.21 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 00°29'00" WEST a distance of 308.05 feet to a 5/8 inch iron rod set for corner located in the northerly right-of-way line of said Virginia Parkway;

THENCE along the northerly right-of-way line of said Virginia Parkway NORTH 76°58'01" WEST a distance of 61.47 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 18.848 acres or 812,228 square feet of land, more or less.



"Exhibit B"

FIELD NOTE DESCRIPTION

BING a 18.359 acre tract of land situated in the James Herndon Survey, Abstract Number 391, in the City of McKinney, Collin County, Texas, and being a portion of a 37.596 acre tract of land described as Tract Five according to the deed recorded in Volume 2872, Page 036 of the Deed Records of Collin County, Texas (DRCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set at the point of intersection of the easterly right-of-way line of Lake Forest Drive (a 60 feet wide right-of-way) with the northerly right-of-way line of Virginia Parkway (a 120 feet wide right-of-way);

THENCE along the easterly right-of-way line of said Lake Forest Drive **NORTH 00°28'00" WEST** a distance of 308.05 feet to a 5/8 inch iron rod set for corner located in the southerly line of Virginia Woods Phase 1, an addition to the City of McKinney according to the plat recorded in Cabinet J, Page 272 of the Plat Records of Collin County, Texas (PRCT) and being located in the southerly right-of-way line of Virginia Woods Drive (a variable width right-of-way at this point);

THENCE along the southerly line of said Virginia Woods Phase 1 and the southerly right-of-way line of said Virginia Woods Drive as follows:

NORTH 45°29'00" EAST a distance of 21.21 feet to a 5/8 inch iron rod set for corner;

SOUTH 89°31'00" EAST a distance of 110.70 feet to a 5/8 inch iron rod set for corner;

NORTH 87°27'25" EAST a distance of 05.01 feet to a 5/8 inch iron rod set for corner;

SOUTH 89°31'00" EAST a distance of 59.42 feet to a 5/8 inch iron rod set for the northwest corner of Lot 9, Block B of said Virginia Woods Phase 1;

THENCE departing the southerly right-of-way line of said Virginia Woods Drive and continuing along the southerly line of said Virginia Woods Phase 1 as follows:

SOUTH 00°28'00" WEST a distance of 115.02 feet to a 5/8 inch iron rod set for the southwest corner of said Lot 9, Block B;

SOUTH 89°31'00" EAST a distance of 35.74 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 290.00 feet, a chord bearing of North 85°59'02" East and a chord length of 240.52 feet;

Along said curve to the left through a central angle of 48°59'56" for an arc length of 248.01 feet to a 5/8 inch iron rod set for the beginning of a reverse curve to the right having a radius of 290.00 feet, a chord bearing of North 50°43'22" East and a chord length of 93.11 feet;

Along said reverse curve to the right through a central angle of 18°28'56" for an arc length of 93.52 feet to a 5/8 inch iron rod set for the point of tangency;

tax-deductible nonprofit charity.

NORTH 59°57'41" EAST a distance of 139.83 feet to a 5/8 inch iron rod set for corner;

NORTH 67°02'30" EAST a distance of 202.04 feet to a 5/8 inch iron rod set for the southeast corner of Lot 1, Block B of said Virginia Woods Phase 1 and being located in the westerly right-of-way line of Appalachian Way (a 50 feet wide right-of-way);

Along the westerly right-of-way of said Appalachian Way SOUTH 05°53'15" EAST a distance of 16.50 feet to a 5/8 inch iron rod set for corner;

NORTH 84°06'45" EAST a distance of 50.00 feet to a 5/8 inch iron rod set for corner located in the easterly right-of-way line of said Appalachian Way;

NORTH 77°52'53" EAST a distance of 313.80 feet to a point for corner located in or near the centerline of Herndon Branch;

THENCE along or near the centerline of said Herndon Branch as follows:

SOUTH 17°30'00" EAST a distance of 86.68 feet to a point for corner;

SOUTH 48°15'00" EAST a distance of 62.90 feet to a point for corner;

SOUTH 48°41'00" EAST a distance of 40.80 feet to a point for corner;

SOUTH 10°12'00" EAST a distance of 27.00 feet to a point for corner;

SOUTH 38°36'00" WEST a distance of 77.00 feet to a point for corner;

SOUTH 25°36'00" EAST a distance of 65.00 feet to a point for corner;

NORTH 85°23'00" EAST a distance of 80.00 feet to a point for corner;

SOUTH 31°25'00" EAST a distance of 100.00 feet to a point for corner;

SOUTH 22°48'00" EAST a distance of 177.00 feet to a point for corner;

SOUTH 34°24'00" WEST a distance of 67.00 feet to a point for corner;

SOUTH 72°41'00" WEST a distance of 100.00 feet to a point for corner;

SOUTH 12°25'00" WEST a distance of 37.60 feet to a point for corner;

SOUTH 23°00'00" EAST a distance of 76.00 feet to a point for corner;

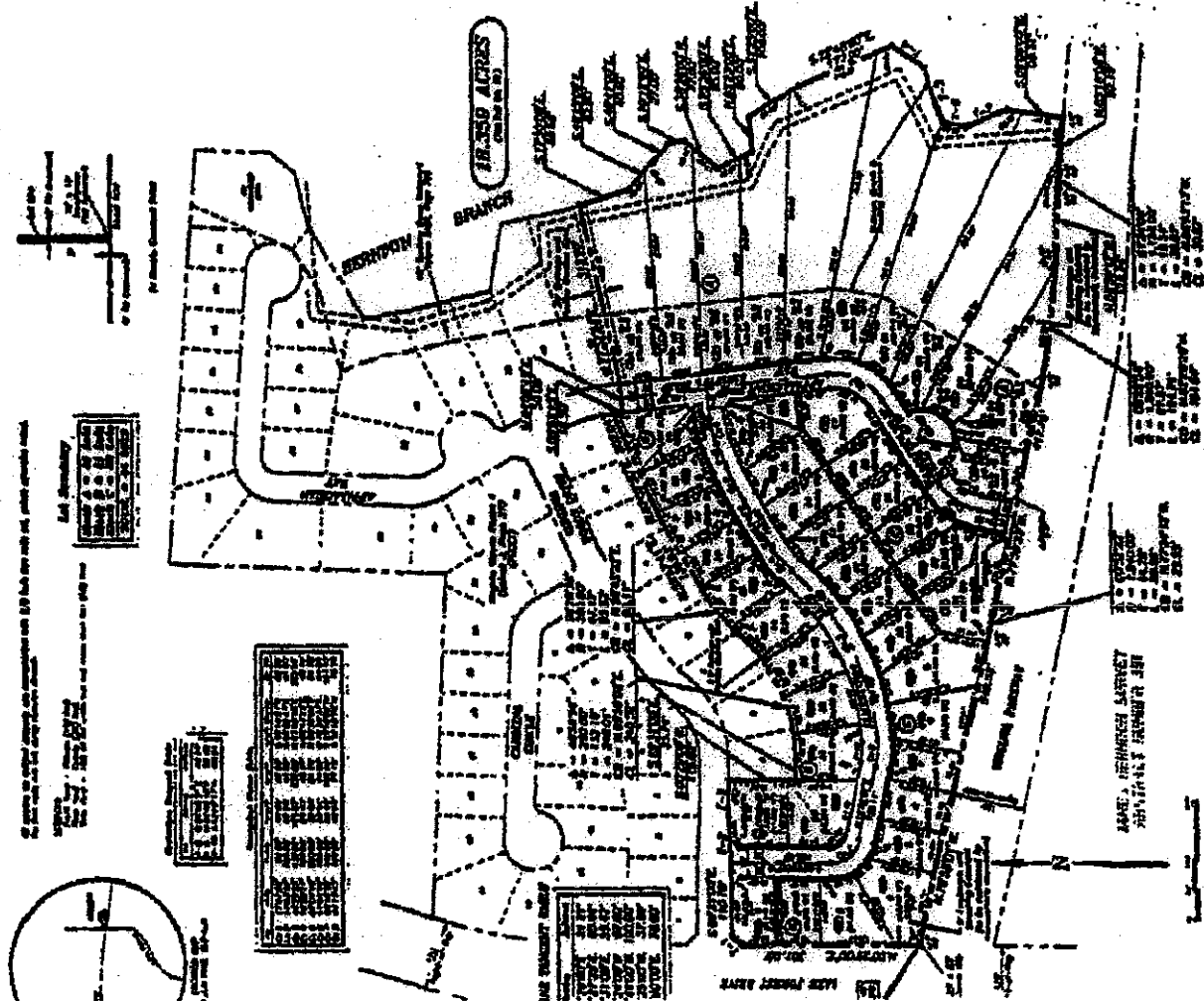
SOUTH 09°06'00" WEST a distance of 88.51 feet to a point for corner located in the northerly right-of-way line of said Virginia Parkway;

THENCE along the northerly right-of-way line of said Virginia Parkway as follows:

NORTH 85°16'08" WEST a distance of 82.09 feet to a 1/2 inch iron rod found for the

EXHIBIT C

4435 1917



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SECTION 1.3

ARTICLE II
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ARTICLE III
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ARTICLE IV
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DATE OF RECORDING		1917	
BOOK		1917	
PAGE		1917	
RECORDED AT		1917	
BY		1917	
COUNTY		1917	
STATE		1917	
OWNER		1917	
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CITY		1917	
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Filed and Recorded
Official Public Records
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