CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT OF CLEAR SPRINGS PLACE

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF COLLIN	§	

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relates is located."; and

WHEREAS, Clear Springs Place Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Clear Springs Place Association, Inc., executed by Tamaron Corporation, a Texas Corporation, as Declarant, on or about September 13, 1985 and recorded on or about September 23, 1985 at Book 2219, Page 53 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled Declaration of Covenants, Conditions and Restrictions Clear Springs Place (the "Declaration") subjected to the scheme of development therein certain land described in the Declaration and Bylaws of the Association and located in Collin County, Texas;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to affect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this 14, day of ~~February~~ November, 2017

Clear Springs Place Association, Inc,
A Texas nonprofit Corporation

By: Lynn Hale
Lynn Hale,
Authorized Representative

STATE OF TEXAS § COUNTY OF COLLIN

This instrument was acknowledged before me on the 14, day of ~~February,~~ November 2017, by Lynn Hale, authorized representative of Clear Springs Place Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

VERONICA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-05-21
Notary ID # 12934067-6

Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

THIRD AMENDMENT TO THE DECLARATION OF
CLEAR SPRINGS PLACE ASSOCIATION, INC.

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN	§	

This THIRD AMENDMENT TO THE DECLARATION OF CLEAR SPRINGS PLACE ASSOCIATION, INC. (The "Amendment") is made effective as the date of execution referenced below by vote of the Membership of Clear Springs Place Association and by the unanimous consent of the Board of Directors of Clear Springs Place Association, Inc. (the "Board");

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Clear Springs Place Association, Inc., executed by Tamaron Corporation, a Texas Corporation, as Declarant, on or about September 13, 1985 and recorded on or about September 23, 1985 at Book 2219, Page 53 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled Declaration of Covenants, Conditions and Restrictions for Clear Springs Place (the "Declaration") designating Clear Springs Place Association, Inc. (the "Association") to administer and enforce the Covenants and Restrictions contained in the Declaration; and

WHEREAS, on or about May 12, 1986, Tamaron Corporation, the Declarant, executed and filed the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Clear Springs Place. Said "First Amendment" was recorded on or about May 12, 1986 in the Real Property Records of Collin County Texas at Volume 2369, Page 179.

WHEREAS, on or about June 9, 1994, the Members of Clear Springs Place Association executed and filed the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Clear Springs Place. Said "Second Amendment" was recorded on or about June 9, 1994 in the Real Property Records of Collin County Texas at Volume 94-0056946.

WHEREAS, the Declaration and all amendments thereto remain in full force and effect; and

WHEREAS, Section 209.0041 of the Texas Property Code states as follows:

> (b) This section applies to residential subdivisions in which property owners are subject to mandatory membership in a property owners' association.
>
> (c)This section does not apply to a property owners' association that is subject to Chapter 552, Government Code, by application of Section 552.0036 Government Code.
>
> (d) This section does not apply to the amendment of a declaration during a developmental period.
>
> (e) This section applies to a dedicatory instrument regardless of when it was created.
>
> (f) This section supersedes any contrary requirement in a dedicatory instrument.
>
> (g) To the extent of any conflict with another provision of this title, this section prevails.
>
> (h) Except as provided by Subsection (h-1) or (h-2), a declaration may be amended only by a vote of 67% of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law.
>
> (h-1) If the declaration contains a lower percentage prescribed by Subsection (h), the percentage in the declaration controls.
>
> (h-2) If the declaration is silent as to voting rights for an amendment, the declaration may be amended by a vote of owners owning 67% of the lots subject to the declaration.
>
> (i) A bylaw may not be amended to conflict with the declaration.

WHEREAS, Section 209.0041(h) of the Texas Property Codes states that "a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls." and

WHEREAS, the Association has met the requirements of Section 209.0041(h) of the Texas Property Code; and

WHEREAS, the Association, desires to amend the Declaration in certain respects.

RESOLVED, that pursuant to the provisions of Section 209.0041(h) of the Texas Property Code, the Declaration of Clear Springs Place Association, Inc. are hereby revoked and replaced with the following Third Amendment to the Declaration of Clear Springs Place Association, Inc. Clear Springs Place Association, Inc. declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as modified and amended herein.

THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS

CLEAR SPRINGS PLACE ASSOCIATION, INC.

Collin County, Texas

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ARTICLE I
DEFINITIONS

The following words when used in this Third Amendment to the Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

1.1 ASSOCIATION. "Association" shall mean and refer to CLEAR SPRINGS PLACE ASSOCIATION, INC., its successors and assignees.

1.2 COMMON AREA. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits and other public utility lines situated thereon. The Common Area is more particularly described as follows: The Common Area shall mean and refer to all of the Property save and except the one hundred eleven (111) numbered lots on Exhibit 'B' of the Second Amended Declaration of Clear Springs Place or any subsequent replat of the Property.

1.3 CONSTRUCTION AND SALE PERIOD. "Construction and Sale Period" shall mean that period of time during which Declarant is developing the Premises and selling any Property; which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots.

1.4 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "'First Mortgagee" shall mean the holder of a first mortgage lien on any Property in the development.

1.5 LOT. "Lot" shall mean and refer to those one hundred and eleven (111) certain tracts or parcels of land within the existing Property and more particularly shown on the plat to Clear Springs Place (which does not include the Common Area) on which there is or will be constructed a single-family dwelling which is to be individually and separately owned. Declarant shall be the Owner of all said Lots, SAVE AND EXCEPT only those particular Lots which Declarant has conveyed or shall convey in fee simple by recordable deed.

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

1.7 OWNER. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities; of a fee simple title to any Lot which is a part of the property; including contract sellers but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Lot which is a part of the Property, through a deed in-lieu of foreclosure or through judicial or non-judicial foreclosure.

1.8 PROPERTY, PREMISES OR DEVELOPMENT. "Property" shall mean and refer to that certain real property hereinbefore described.

1.9 TOWNHOUSE OR TOWNHOME. "Townhouse" or "Town home" shall mean single-family residential units as shown on Exhibit 'B' of the Second Amended Declaration.

1.10 TOWNHOME ASSESSMENTS. "Townhome Assessments" shall mean an annual assessment, as described in Paragraphs 4.1 and 4.2.2, levied upon each Townhouse and the appurtenant Lot for the purpose of any maintenance unique to Townhouses and not provided to Owners of other Lots, including, without limitation, routine exterior maintenance. Such assessments shall be separate from and in addition to the regular annual assessments or charges made on all Lots, including Townhouses, for the purposes set forth in Paragraph 4.2.1 of this Declaration.

1.11 DECLARANT CONTROL PERIOD. "Declarant Control Period" shall be deemed to mean that period of time commencing upon the recordation of the Original Declaration and terminating on September 23, 1988.

1.12 EXTERIOR WALL. "Exterior Wall" shall mean the last layer of the external wall of a Townhouse or Townhome (e.g. bricks, siding, etc.)

ARTICLE II
PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational or storage facility upon the Common Area;
b) the right of the Association to suspend a Member's right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer; signed by two-thirds (2/3) of each class of Members entitled to vote is properly recorded; in the Deed Records

of Collin County; Texas; and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days; nor more than sixty (60) days in advance of said action;

d) the right of the Association to limit the number of guests of Members;

e) the right of the Association; in accordance with its Articles and By-Laws; to borrow money for the purpose of improving the Common Area and facilities and; subject to the consent of all Lienholders; to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

f) the right of the Association to designate; excess parking as "guest" parking for the exclusive use of bonafide guests of Owners; and

g) the right of the Association to make rules and regulations relating to traffic flow, on street parking; and other uses of the streets and drives on the Property.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. The Owners hereby covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of the Restrictions, rules and regulations applicable to the Property, and further providing that non-compliance with the terms of the lease shall be a default thereunder.

2.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors: and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

2.4 PARKING RIGHTS. Each Lot will have appurtenant to its parking facilities for at least two (2) automobiles.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property, through judicial or non-judicial foreclosure; shall be a Member of the Association.

3.2 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

a) Class A. Class A Members shall be all Owners, with the exception of TAMARON CORPORATION, a Texas corporation, the Declarant, and its successors and assigns, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
b) Class B. The Class B Member(s) shall be TAMARON CORPORATION, a Texas corporation, the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events; whichever occurs earlier:
    a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
    b. Three years from the filing date hereof in the Deed Records of Collin County, Texas.

3.3 NO CUMULATIVE VOTING. At all meetings of the Owners Association there shall be no cumulative voting.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property; hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessment to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with such interest there on and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment; together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 PURPOSE OF ASSESSMENTS.

4.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, Common Area and services and facilities relating to the use and enjoyment thereof and of the front yards of each Lot. Assessments shall include, but are not limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Area and routine· maintenance of front yards of all Lots, including, without limitation, Townhouses; as herein authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees, costs incurred in any condemnation hearing; as provided in Paragraph 10.8, and any fees for management services; and the cost of all common facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, swimming pool, clubhouse and equipment, garbage pickup areas, water and sewer service furnished Lots by the Association, street maintenance and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified in Paragraph 4.6 herein.

4.2.2 TOWNHOME ASSESSMENTS. Each Townhome and appurtenant Lot shall be subject to an annual assessment known as the Townhome Assessment for the purpose of providing maintenance by the Association to the exterior of each Townhouse, including and being limited to the exterior maintenance as required under this Declaration. A portion of the Townhome Assessments shall be accounted for separately and used solely for the routine maintenance of the Townhomes as provided in this Declaration. A reserve fund for the replacement of certain Townhome components shall be established. The Townhouse reserve fund shall be funded from a portion of the Townhome Assessments in such amounts and on such other terms and with such frequency as the Board of Directors shall deem appropriate. The reserve fund described in this Section shall be held in a segregated account and used solely for the long term or capital repair, replacement and renovation of the Townhouses as provided in this Declaration. Notwithstanding any other provision of this Declaration, the Owners of Townhouses shall be the sole Class A Members authorized to vote on any matters relating to the Townhouse Assessments and the services provided by the Association which are unique to the Townhouses. The Townhouse Assessment shall be deemed an annual assessment as described in Paragraph 4.1 and as such shall be secured by the liens described in this Article IV. Any matter relating to the Townhouse Assessments, disbursements from the Townhome routine maintenance account or reserve account or any related matter to be voted on by the Class A Members shall be governed by the same rules otherwise applying to the Class A Members but shall be deemed to include only the Owners of Townhouses. For example, and not by way of limitation, a quorum for the purposes of Paragraph 4.5, shall mean the requisite percentage or fraction of the Owners of Townhouses, as Class A Members, and the Class B Members.

4.2.3 TOWNHOME ROOFS Each townhome owner shall be responsible for maintenance and replacement of their own roofs due to an act of God (e.g. hail, tornado, wind, or other natural disaster). The Association shall be responsible for the repair, replacement or maintenance of the townhome roofs for all matters that are not an act of God.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be $100.00 per lot.
b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner; the maximum annual assessment may be set effective January 1 of each year without a Vote of the membership by an amount not to exceed one hundred and five percent (105%) of the assessment rate of the previous year.
c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set above one hundred and five percent (105%) only by the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Members of each class.
d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVMENT. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of each class of the members.

4.5 NOTICE QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4. 3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 4.3 and 4.4 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of a meeting, a door to door canvass may be used to get the written consent of two-thirds (2/3) of the Class A Owners and two-thirds (2/3) of the Class B Owners.

4.6 RESERVE AND WORKING CAPITAL FUNDS. The Association shall establish an adequate reserve fund for replacement of Common Area components and fund the same by regular monthly payments rather than by extraordinary special assessments. Subject to the provisions of Section 4.8(b) of this Declaration, the Declarant shall make regular monthly contributions to the reserve fund on all Lots owned by the Declarant on the same basis as other Owners. The reserve fund shall be held in a segregated account from those funds maintained for ordinary operating expenses. In addition, there shall be established a working capital fund for the initial operation of the Project equal to at least two (2) months' estimated Common Assessments charge for each Lot, said deposit to be collected at closing of Lot sale. At the end of the Declarant Control Period, Declarant shall contribute to the working capital fund on all completed unsold Lots. Said working capital fund shall be kept in a segregated account and shall be placed into the general operating account of the Association at the end of the Declarant Control Period.

4.7 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments shall be fixed at a uniform rate for all Lots regardless of location and size, and shall commence and be due in accordance with the provisions hereof. Townhome Assessments shall be fixed at a uniform rate for all Townhouses.

4.8 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

a) The annual assessments on the Lots shall commence on the first day of the month following the conveyance of the Common Area to the Association.
b) As long as Declarant holds any Class B voting rights as set out in Article III Paragraph 3.2 herein, Declarant shall be liable for annual assessments equal to twenty-five percent (25%) of the assessments as set out in Paragraph 4.3a of this Article IV.
c) The annual assessment shall be due and payable in advance by each Owner to the Association in monthly installments.
d) The annual assessment for the first assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first assessment year, the Association shall for the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the

calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time; furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.9 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

a) All payments of the assessments shall be made to the Association at its principal place of business in Collin County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the assessments shall be both a continuing affirmative covenant personal to the Owner (other than the Declarant) and a continuing covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his Lot.

b) Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such assessment is not paid within thirty (30) days after the date of delinquency, the assessment shall bear interest from the date of delinquency, until paid, at the rate of six percent (6%) per annum. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions set forth in Subparagraph "c" of this Paragraph 4.9, foreclose the lien against the Lot, as provided in Subparagraph "d" of this Paragraph 4.9. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained; such judgment shall include said interest and a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosing against such Owner or the collection of such delinquent assessments. Under no circumstances, however; shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments. In addition; to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Lot to secure payment of a common assessment and special assessment which is levied pursuant to the terms hereof. Such liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default.

c) No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than twenty-one (21) days after the date a notice of claim of lien is deposited with the postal authority; first class mail; to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Collin County; said notice of claim must cite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include within the total amount claimed, interest on the unpaid assessment at the legal rate; plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien).

d) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code; as amended by Acts 1983, 68th Leg, Ch. 915 (Art. 3810 Revised Civil Statutes); or in any other manner permitted by law. Each Owner, by accepting a deed to his Lot; expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the assessment lien. The Association; through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease; mortgage and convey the same.

e) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association; the officers of the Association are hereby authorized to file or record; as the case may be; an appropriate release of such notice, upon payment by the defaulting Owner of a fee; to be determined by the Association but not to exceed Fifteen Dollars ($15.00), to cover the costs of preparing and filing or recording such release.

f) Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default, provided that any such requirement of notice shall not impair or affect any, rights or remedies of the Association, including exercise of the same, provided for in this Declaration.

g) The assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above. provided.

4.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the assessments provided for herein shall be subordinate to the lien of any duly recorded purchase money or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot. which is subject to any mortgage; pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer; except for its pro-rata share resulting from a reallocation among all Lot Owners. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due; according to the terms herein provided.

4.11 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.12 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) days' written notice. Such termination will be authorized by a majority vote of the Board of Directors. In no event shall such management agreement be canceled prior to execution by the Association or its Board of Directors of a new management agreement unless the new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract, any and all management agreements shall be for a term not to exceed three (3) years and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Board of Directors of the Association may terminate the professional management of the Property and assume self-management by the Association upon written agreement executed by sixty-seven percent (67%) of the Board of Directors.

4.13 INSURANCE REQUIREMENTS

a) Each Townhome Owner shall be required to furnish annually to the Association, and to the complete satisfaction of the Board of Directors, proof of insurance coverage in the amount of one hundred percent (100%) of the current replacement cost on his residential improvement by a reputable insurance company acceptable to the Association and licensed to do business in the State of Texas in an amount equal to the replacement costs of the residential improvement, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. Should a Townhome Owner fail to provide adequate proof of insurance; the Association shall have the authority to purchase such coverage, as herein described, and premiums for any insurance obtained by the Association on individual Lots shall not be a part of the Common Expense but shall be a debt owed by the Townhome Owner of said Lot and shall become part of the assessments payable by said Townhome Owner and collectible as such as herein provided. Should the Association fail to purchase insurance for a Townhome owner who has failed to purchase or provide proof of insurance, then the Association may conduct any such repairs under the "Authority of the Association & Self Help" section of this Declaration and specially assess that owner for the cost of repairs.

b) Each Townhome owner shall be responsible for purchase of insurance that covers their roof. Clear Springs Place Association and each Townhome owner must be a named insured on each homeowner's policy for purposes of coordinating the repair and replacement of each Townhome roof. Should the Townhome roofs be required to be replaced each owner must cooperate with the General Contractor, Roofing Agent, the Association, and any Agents of the Association so that the roof may be repaired or replaced in an expedient manner. Should an owner fail to cooperate with the Association then the Association may conduct any such repairs under the "Authority of the Association & Self Help" section of this Declaration and specially assess that owner for the cost of repairs. Furthermore, the Association may seek any remedies available at law compelling such owner to cooperate with the Association.

c) The Association through the Board of Directors; or its duly authorized agent; shall obtain the following types of insurance policies covering the Common Area and covering all damage or injury caused by the negligence of the Association or any of its agents:

    a. property insurance in an amount equal to the full replacement value of the common facilities owned by the Owners Association (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and any such other risks as shall customarily be covered with respect to projects similar in construction, location and use;

    b. a comprehensive policy of public liability insurance covering all of the Common Area located in the Project insuring the Association, with such limits as it may consider acceptable (and not less than One Million Dollars [$1,000,000] covering all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles; liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

c. a policy of fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount not less than three (3) months' assessments plus reserves.
d. The Association shall not be required to obtain insurance upon the Townhome roofs. Insurance upon the Townhome roofs shall be obtained by the Townhome owners.

d) Premiums for all such insurance authorized by Subparagraph 4.l3b shall be a Common Expense payable from property assessments. Liability and personal property insurance for Lots and the contents of residential improvements shall be the responsibility of and the expense of each individual Owner. In the event of damage or destruction by fire or other casualty to any property in the Common Area covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to their former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the accounts are insured by a Federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/ 3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. On any expenditure in excess of Two Thousand Dollars ($2,000.00); the Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor; who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding to the condition formerly existing; the Board of Directors shall levy a special assessment against all Owners, as herein provided, to make up any deficiency.
e) Upon written request to the Association, First Mortgagees shall be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
f) Any decision to not maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis of one hundred percent (100%) of the insurable value shall require the approval of two-thirds (2/3) of the First Mortgagees (based upon one vote for each mortgage owned).

ARTICLE V
ARCHITECTURAL CONTROL

5.1 PHYSICAL RESTRICTIONS. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, or the patio used in connection with any Lot after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required; and this Article will be deemed to have been fully satisfied. Approval, once given, shall be irrevocable.

ARTICLE VI
MAINTENANCE

6.1 ASSOCIATION RESPONSIBILITIES. In addition to maintenance upon the Common Area, the Association shall provide (a) exterior maintenance, repair, and replacement upon the Townhomes, including exterior walls, roofs, and gutters (b) routine front yard maintenance upon each Lot which is subject to assessment hereunder. Such exterior maintenance shall not include installation or replacement of any landscaping, nor the repair and maintenance of any irrigation system, except for the common irrigation system currently in place (as of July 15,1992) in the Townhouse yards. For purposes herein, "front yard" shall be defined to be from the back of the street curb to the front of the garage. Such exterior maintenance shall not include the repair or replacement of Townhome roofs due to perils or acts of God.

6.2 OWNER RESPONSIBILITY. All fixtures and equipment installed within a residential improvement and all utility lines, pipes, wires, conduits or systems located on the Lot, shall be maintained and kept in repair by the Owner thereof. In addition, all exterior as well as interior air conditioning systems will be maintained and kept by the Owner thereof, as well as all glass, fences and back yard landscaping. In the event the need for front yard maintenance of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Texas law.

Each townhome owner shall be financially responsible for maintenance and replacement of their own roofs due to an act of God. The Association shall not be responsible for the repair, replacement, and maintenance of the townhome roofs due to an act of God (e.g. hail, tornado, wind, or other natural disaster). However, each homeowner must coordinate such repair with the Association, including, but not limited to, seeking approval for any such repair from the Association pursuant to Article V of this Declaration.

6.3 AUTHORITY OF ASSOCIATION & SELF-HELP. In the event an Owner is responsible for certain exterior maintenance, as set forth in Paragraph 6.2, and such Owner shall fail to maintain the premises and improvements in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, may enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as a Special Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner 15 days' notice of its intent to exercise self-help.

6.4 DAMAGE TO ASSOCIATION PROPERTY BY OWNER. Should any Owner, invitee of an Owner, Tenant, Guest, or Property of an Owner cause Damage to the Association's Property, then that Owner shall be responsible for any damage caused. The Owner must reimburse the Association for any cost of repair. Should the owner fail to reimburse the Association for any cost of repair, then the Association may specially assess the owner for the cost of repair and collect against the owner in accordance with Article IV of this Declaration.

ARTICLE VII
PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the party wall is on one (1) Lot or another due to an error in construction, such wall shall, nevertheless, be deemed to be on the dividing line and constitute a party wall for purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining Townhouse Lots for the maintenance, repair and reconstruction of party walls.

7.2 SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of it. If other Owners thereafter make use of the wall; they shall contribute to the cost of any restoration necessary in proportion to such use. This provision is not intended to prejudice the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.3 WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements; shall bear the whole cost of furnishing the necessary protection against such elements.

7.4 . RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.5 ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (l) arbitrator. Those arbitrators shall in turn choose one (l) additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor; the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII
USE RESTRICTIONS

8.1 RESIDENTIAL USES AND LIMITATIONS. Except for Common Area facilities; the Property is hereby restricted to residential dwellings for residential use only. The Common Areas shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational or storage facilities which are a part of the Common Area. All Buildings or structures erected upon said property, except for the Common Areas, shall be of new construction. No Buildings or structures shall be moved from other Locations onto said Property, and no subsequent Buildings or structures other than Townhouses shall be constructed on the Lots described in Paragraph 1.9 and single family detached residences on other Lots. No structures of a temporary character, including trailers, motor vehicles, tents, shacks, garages, barns or other outbuildings, shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

8.2 FREEHOLD ESTATE. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms; conditions and provisions hereof.

8.3 DECLARANT EXEMPTION. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the Construction and Sale Period, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses. This shall include, but shall not be limited to, a business office, storage area, construction yards, model Units and sales office.

8.4 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that a reasonable number, consistent with a residence, of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8.5 SIGNS. No advertising signs (except not more than one (l) five (5) square foot '"for rent'" or '"for sale'" sign per parcel), billboards; unsightly objects or nuisances shall be erected; placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. Declarant, however, shall have the sole right to erect identifying signs of any size at each entrance to the Property. The Board of Directors reserves the right to approve the design and wording of all signs; and reserves the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any Building or in any portion of said Property. However, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of Buildings; if any; of Declarant, its agents and assigns during the Construction and Sale Period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns; in furtherance of its powers and purposes as herein set forth.

8.6 VISUAL CONTROLS. All clotheslines, equipment, service yards or storage piles shall be kept within the patio areas or other screened areas so as to conceal them from view of neighboring Townhouses and streets. All rubbish, trash and garbage shall be kept in containers within the area provided with each Townhouse except as allowed by the City of Richardson on trash pickup days.

8.7 SPECIFIC USES. Except in the individual patio area and fenced back yard appurtenant to a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property, except such as are installed in accordance with the initial construction of the Buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of the Lots are here by prohibited and restricted from using any of said Property outside the exterior building lines, patio except as herein provided or as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit of all Owners of Lots in the CLEAR SPRINGS PLACE Development, and is necessary for the protection of said Owners.

8.8 STRUCTURAL INTEGRITY OF TOWNHOUSES. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residential improvement or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

8.9 ANTENNAS. Any antenna, satellite dish, or other device used to receive video programming is allowed in accordance with state and federal laws; however, placement of any device must be done in accordance with Section 5.1 of this Declaration. No antenna, satellite dish or other device may be permanently affixed to a Property, Townhome, or Common Area without prior written approval of the Board of Directors.

8.10 PARKING AND STORAGE AREA RESTRICTIONS. No parking space on the Property shall, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate.

8.11 ANNOYANCE. No activity shall be carried on upon any Lot or Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity is in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

8.12 NO DISCRIMINATION. No action shall at any time be taken by the Association or its Board of Directors which in any manner should discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX
EASEMENTS

9.1 ENCROACHMENTS. Each Lot and the Property included in the Common Area shall be subject to an easement for minor encroachments created by construction, settling, overhangs, brick ledges, balconies, fences or other protrusions designed or constructed by Declarant and for the maintenance (if any) of same, so long as it exists. In the event a multi-family structure containing two (2) or more residential improvements is partially or totally destroyed and then rebuilt, the Owners of the Lots so affected agree that minor encroachments onto parts of the adjacent Lots or Common Areas due to construction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.2 RESERVATION OF VARIANCE. In the original construction of Townhouse upon the Property, Declarant expressly reserves the right, in order to facilitate construction and to avoid monotony of design, to extend front or back walls of Townhomes into adjoining Common Areas and create a valid permanent easement for the maintenance of same, and for the repair or rebuilding of such encroaching wall in the event of partial or total damage or destruction thereof. Conveyance of the Lot, plot or tract upon which any such home is erected shall, without specific mention thereof, serve as a conveyance of the easement for such encroachment.

9.3 ADDITIONAL EASEMENTS. There is hereby created a blanket easement upon, across, over and under said Property for ingress, egress, installation, replacing; repairing and maintaining all utilities, including, but not limited to, water; sewers, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electric and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electric and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the improvements to each Lot. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees to enter upon the streets, Common Areas and Lots in the performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets, Common Area, and Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter in or to cross over the Common Area and/or any Townhouse to perform the duties of maintenance and repair provided for herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right during the Construction and Sale Period to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said Premises.

9.4 UNDERGROUND ELECTRIC SERVICE. Underground single phase electric service may be available to all residential improvements on the aforesaid Lots and to the facilities to be constructed on the Common Areas, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. For so long as such underground service is maintained, the electric service to each residential improvement and the Common Area facility shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither the Declarant nor the utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents or employees to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

ARTICLE X
GENERAL PROVISIONS

10.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

10.3 AMENDMENT.

a) The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Any amendment must be properly recorded in the Deed Records of Collin County, Texas.
b) This Declaration may be amended or changed upon the express written consent of at least sixty seven percent (67%) of the outstanding votes of all Members of the Association.

10.4 COMMON AREA ALIENATION. Except as to the Owners Association's right to grant easements for utilities and similar or related ·purposes; the Common Area and facilities may not be alienated, released; abandoned; partitioned; subdivided, transferred or otherwise encumbered without the approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned).

10.5 MORTGAGEE RIGHTS.

a) Upon written request to the Owners Association any holder of a first mortgage lien will be entitled to: (i) inspect the books and records of the Association during normal business hours, (ii) receive annual financial statements audited and otherwise, within ninety (90) days following the end of the Association's fiscal year, (iii) receive notice of the Association's meetings and designate a representative to attend such meetings, and (iv) receive notice of any default in the performance of its mortgagor of any obligation under this Declaration or the By-Laws which is not cured within sixty (60) days.

10.6 LEASES. Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, By-Laws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease.

10.7 SUBSTANTIAL TAKING OR DESTRUCTION. Upon prior written request by any holder of a first mortgage lien, they shall be entitled to timely written notice of substantial damage to or destruction of any Unit on which it holds the mortgage or any part of the Common Area.

10.8 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein; shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking; all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Area so taken or damaged. In the event it is determined that such Common Area should be replaced or restored by obtaining other land or building additional structures; this Declaration and the Map attached hereto, shall be duly amended by instrument executed by the Association on behalf of the Owners.

10.9 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

10.10 FHA/VA APPROVAL. As long as there is Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veteran's Administration: Dedication of Common Area, and any amendments hereto.

EXECUTED this 14, day of ~~February~~ November, 2017

Clear Springs Place Association, Inc,
A Texas nonprofit Corporation

By: Lynn Hale
Lynn Hale,
Authorized Representative

STATE OF TEXAS § COUNTY OF COLLIN

This instrument was acknowledged before me on the 14, day of ~~February~~ November, 2017, by Lynn Hale, authorized representative of Clear Springs Place Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

VERONICA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-05-21
Notary ID # 12934067-6

Veronica Garcia
Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

Recording Page