

THIRD
AMENDMENT
TO
CONSTRUCTION,
FENCE & USE
2022-0011606

**Kaufman County
Laura Hughes
County Clerk**
Instrument Number: 2022-0011606

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**STATE OF TEXAS
COUNTY OF KAUFMAN**

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Ana McCrary, Deputy

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

Record and Return To:

HENRY ODDO AUSTIN & FLETCHER PC
1700 PACIFIC AVE STE 2700
DALLAS, TX 75201-4634



AFTER RECORDING RETURN TO:

**Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**THIRD AMENDMENT
TO
COMMUNITY COVENANT OF CONSTRUCTION, FENCE & USE RESTRICTIONS
DEVONSHIRE**

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

INTRODUCTORY PROVISIONS

WHEREAS, Forney 921 Lot Development Partners I, L.P., a Texas limited partnership, as the "Community Declarant", did execute that certain Community Declaration of Covenants, Conditions & Restrictions for Devonshire which was recorded on May 5, 2008, as Instrument No. 2008-00008653 in the Official Public Records of Kaufman County, Texas (as amended and supplemented, from time to time, the "*Community Declaration*"); and

WHEREAS, the Community Covenant of Construction, Fence & Use Restrictions Devonshire, was filed of record on May 5, 2008, under Instrument No. 2008-00008654 in the Official Public Records of Kaufman County, Texas ("*Community Covenant*"); and

WHEREAS, DEVONSHIRE (DALLAS) ASLI VIII, LLC, a Delaware limited liability company, by virtue of that certain Designation of New Community Declarant and Assignment of Rights, recorded on January 26, 2017, as Instrument No. 2017-0001849 in the Official Public Records of Kaufman County, Texas, fully acquired all of the rights and responsibilities of the "Community Declarant" under the Declaration ("*Community Declarant*"); and

WHEREAS, the Community Declaration and Community Covenant affect certain tracts

or parcels of real property in Kaufman County, Texas, more particularly described in the recorded Declarations and final plats, as amended and supplemented, for Devonshire incorporated herein by reference for all purposes (collectively, the "Addition"); and

WHEREAS, the Community Covenant was amended by virtue of the First Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on September 2, 2009, under Instrument No. 2009-00014950 in the Official Public Records of Kaufman County, Texas ("*First Amendment to Community Covenant*"); and

WHEREAS, the Community Covenant was amended by virtue of the Amendment of the First Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on April 13, 2012, under Instrument No. 2012-0006581 in the Official Public Records of Kaufman County, Texas ("*Amendment to the First Amendment to Community Covenant*"); and

WHEREAS, the Community Covenant was amended by virtue of the Supplement to Community Declaration of Covenants, Conditions and Restrictions for Devonshire and Amendment to Devonshire Community Covenant of Construction, Fence and Use Restrictions, filed of record on April 22, 2016, under Instrument No. 2016-0007479 in the Official Public Records of Kaufman County, Texas ("*Amendment to the Community Covenant*"); and

WHEREAS, the Community Covenant was amended by virtue of the (Corrected) Second Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on October 13, 2020, under Instrument No. 2020-0031377 in the Official Public Records of Kaufman County, Texas ("*Second Amendment to the Community Covenant*"); and

WHEREAS, under Article 4, Section 4.2 of the Community Covenant, during the Development Period, the Community Declarant shall have the sole and unilateral authority to amend, supplement or restate the Community Covenant; and

WHEREAS, under Section C.2.4 of Exhibit C to the Community Declaration, the Development Period has not lapsed or expired; and

WHEREAS, the following amendments to the Community Covenant has been approved by the Community Declarant; and

NOW, THEREFORE, the Community Covenant is hereby amended as follows:

1. Part 1, Section 1.A.6 of the Community Covenant is hereby deleted and amended to read, in its entirety, as follows, as follows:

1.A.6 HOUSES - SIZES. The principal improvement on a house lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer or Community Documents. In the absence of a written agreement regarding minimum or maximum house sizes, executed by the Architectural Reviewer or Community Declarant, which agreement need not be publicly recorded, the minimum and maximum house sizes for the 50 foot lots and the minimum house sizes for the remaining lots are shown below, based on typical lot sizes for a particular block or phase. Notwithstanding the below sizes, if a smaller-than-minimum sized house has been approved by the Architectural Reviewer, the same size and shape of house may be rebuilt on the lot in compliance with the Community Documents and subject to approval by the Architectural Reviewer for all aspects other than minimum size.

| <u>APPROXIMATE WIDTH OF TYPICAL HOUSE LOT</u> | <u>MINIMUM AIR- CONDITIONED LIVING AREA OF THE HOUSE</u> | <u>MAXIMUM AIR- CONDITIONED LIVING AREA OF THE HOUSE</u> |
|--|---|---|
| TOWNHOMES | 1,200 sq. ft. | No maximum |
| 40 FEET | 1,300 sq. ft. | No maximum |
| 45 FETT | 1,400 sq. ft. | No maximum |
| 50 FEET | 1,500 sq. ft. | No maximum |
| 60 FEET | 1,600 sq. ft. | No maximum |
| 75 FEET | 2,500 sq. ft. | No maximum |
| 100 FEET | 3,500 sq. ft. | No maximum |

2. Part 2, Exhibit B, Exhibit 1: Required Fencing Conditions: General Overview (page 2B-3) of the Community Covenant is hereby deleted and amended to read, in its entirety, as follows, as follows:

- ***EXCLUDING LOTS ON WEDGEWOOD DRIVE, LOTS THAT BACK OR SIDE TO THE ATMOS GAS EASEMENT AND THE KINDER-MORGAN GAS EASEMENT MUST UTILIZE A 4' -0" HEIGHT TUBULAR STEEL FENCE AS DESCRIBED IN THESE EXHIBITS. WOOD FENCES MUST TAPER IN HEIGHT TO 4' - 0" TO MEET THE STEEL FENCE AS DESCRIBED IN THESE EXHIBITS. STEEL FENCES PROJECT BETWEEN SAID LOTS 8' - 0" TO PROMOTE AN OPEN FEEL. LOTS ON WEDGEWOOD DRIVE ARE SUBJECT TO THE APPLICABLE FENCE CONDITIONS AS SET FORTH IN THIS EXHIBIT B.***
- ***ANY WOOD FENCE CONSTRUCTED BY RESIDENTIAL HOME BUILDERS (OR SUBSEQUENTLY REBUILT BY HOMEOWNERS) THAT FACE A PUBLIC STREET MUST BE CONSTRUCTED PER THE ATTACHED EXHIBITS. INTERIOR FENCES BETWEEN LOTS THAT ARE NOT VISIBLE FROM A PUBLIC STREET ARE NOT REQUIRED TO FOLLOW THESE STANDARDS.***
- ***LOTS ALONG THE PERIMETER OF THE DEVELOPMENT THAT BACK OR SIDE TO FM 548, KNOXBRIDGE ROAD OR BRIGHAM DRIVE WHERE THERE IS AN HOA MAINTAINED BRICK THINWALL ARE NOT REQUIRED TO FOLLOW THESE STANDARDS ON SIDES OF LOTS WHERE THE BRICK THINWALL EXISTS.***

3. Part 3, Exhibit A, Section 3.A.16 of the Community Covenant is hereby deleted and amended to read, in its entirety, as follows, as follows:

3.A.16. LANDSCAPING. No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization. The Architectural Reviewer may establish standards for the landscaping on house lots. The minimum landscaping requirements for the respective house lots are:

3.A.16.1 For each lot, a fully sodded and irrigated front, back, and side yard.

3.A.16.2 For each lot, a fully sodded and irrigated side yard on the street side of each corner lot.

3.A.16.3 For 50 foot lots or smaller, one (1) tree, with a caliper of at least three (3) inches measured 48 inches above the root ball, must be planted in the front yard.

For 60 foot lots or larger, two (2) trees, each with a caliper of at least three (3) inches measured 48 inches from the root ball, must be planted in the front yard.

3.16.A.4 Shrubs and seasonal color for respective lots:

a. 50 foot lot. Sixteen (16) shrubs in the front yard, as follows:

- (1) Two (2) shrubs at least 4 feet tall***
- (2) Ten (10) 3-gallon shrubs***
- (3) Four (4) 1-gallon shrubs***
- (4) Two (2) flats of seasonal color***

b. 60 foot lot. Twenty-four (24) shrubs in the front yard, as follows:

- (1) Two (2) shrubs at least 4 feet tall***
- (2) Fourteen (14) 3-gallon shrubs***
- (3) Eight (8) 1-gallon shrubs***
- (4) Two (2) flats of seasonal color***

- c. *75 foot lot. Twenty-eight (28) shrubs in the front yard, as follows:*
 - (1) *Two (2) shrubs at least 4 feet tall*
 - (2) *Sixteen (16) 3-gallon shrubs*
 - (3) *Ten (10) 1-gallon shrubs*
 - (4) *Three (3) flats of seasonal color*
- d. *100 foot lot. Thirty-two (32) shrubs in the front yard, as follows:*
 - (1) *Four (4) shrubs at least 4 feet tall*
 - (2) *Eighteen (18) 3-gallon shrubs*
 - (3) *Ten (10) 1-gallon shrubs*
 - (4) *Four (4) flats of seasonal color*

4. Part 3, Exhibit A, Section 3.A.17 of the Community Covenant is hereby deleted and amended to read, in its entirety, as follows, as follows:

3.A.17. LEASING OF HOMES.

3.A.17.1. PURPOSE. *The leasing of Residences is regulated by this Section to protect the Owners' equity in the Property, to preserve the character of the Property as a residential community of predominantly owner-occupied Residences, to encourage continuity of the community's values, to prevent the Property from assuming the character of a renter-occupied subdivision, and to enhance the eligibility of Residences in the Property for mortgage financing.*

3.A.17.2. DEFINITIONS UNIQUE TO THIS SECTION. *As used in this Section, the following words and phrases have the following specified meanings:*

3.A.17.2.1 "Owner Occupied Residence" *means a Residence in which at least one occupant is an Owner or Owner's spouse, or is related to an Owner or Owner's spouse by blood, marriage, adoption, or formal guardianship, and for which occupants do not pay rent.*

3.A.17.2.2 "Rental Property" *means (1) an occupied Residence that is not an Owner Occupied Residence, or (2) a Residence that is vacant for 3 or more consecutive months.*

3.A.17.3. ASSOCIATION'S ROLE. *In determining the identities of Owners and the numbers of Lots owned by each Owner, the Board of Directors may rely on the most recent property tax roll, updated by deeds or settlement statements obtained by the Association. In determining whether a house is an Owner Occupied Home or a Rental Property, the Board of Directors may rely on utility records, postal records, reports of neighbors, self-reporting by occupants, and other reasonably available resources. On request by the Association from time to time, Owners and renters will provide the Association with documentation of ownership, tenancy, or a qualifying relationship, as appropriate. This Section 3.A.17 may not be construed to create an affirmative duty for the Association to investigate the occupancy or ownership of homes in the Property.*

3.A.17.4. RENTAL PROPERTY LIMIT. *This Section 3.A.17 does not prohibit leasing of Residences. It does, however, limit the number of Residences that may become Rental Properties or that may be owned by any Owner or group of co-owners, when a Residence may be used as Rental Property and sets forth a minimum lease term for every lease.*

3.A.17.4.1 Only One at a Time. *A person may not own more than one Rental Property within the Property at a time. A person may live within the Property and own one Rent House within the Property, but may not own two or more Rent Houses within the Property at the same time.*

3.A.17.4.2 Who May Own Rental Property? *Without the Board of Directors' prior written permission, individuals or entities may not purchase a Residence with the intent of using the Residence as Rental Property. After purchasing a Residence, the Owner must occupy the Residence as his home for 12 consecutive months following acquisition of the Residence before such Residence can be used as Rental Property.*

3.A.17.4.3 Determining Ownership. *In identifying a Lot's Owner as an Owner occupant or absentee Owner, the following are considered to be the same Owner for purposes of this Section, and collectively (or jointly) may own no more than one (1) Rental Property:*

(a) Related entities, such as corporate-type affiliates and subsidiaries, are counted as one Owner.

(b) Co-Owners of a Lot are counted as one Owner.

(c) The spouse of an Owner is counted with the Owner as the same Owner.

(d) Trusts and estates established or controlled by an Owner are counted with the Owner as one Owner.

3.A.17.4.4 Loss of Privilege to Lease or Manage. An Owner or the Owner's manager or real estate agent, who knowingly, willfully, and significantly or repeatedly violates a provision of this Section, may be declared by the Association to be disqualified from owning or managing any Rental Property in the Property. A declaration of disqualification must be approved unanimously by the Board of Directors. The disqualification may be perpetual as to a person or entity, and may be evidenced by a Notice of Disqualification recorded in the Official Public Records of Kaufman County, Texas.

3.A.17.5. OWNER'S DUTY TO QUALIFY TENANTS. The Association does not process rental applications or screen or approve tenants. The purpose of this Section is to establish minimum criteria by which the Owner of a Rental Property must qualify tenants and any other occupants of the Owner's Rental Property.

3.A.17.5.1 Positive Rental History. Adult occupants of a Rental Property must have at least one year current and verifiable residential rental history, and no history of evictions.

3.A.17.6. ADDITIONAL RESTRICTIONS ON LEASING.

3.A.17.6.1 No "For Rent" or "For Lease" Signs. No person may post or maintain a sign anywhere on the Property that advertises a house for rent or for lease. This blanket prohibition includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.

3.A.17.6.2 Supervision of Maintenance. The Owner of a Rental Property is responsible to the Association for periodic inspection and supervision of the appearance, condition, and maintenance of the yards and the exterior of the Rental Property to ensure the Rental Property and Lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with the Declaration. An Owner may not delegate to his tenant the Owner's responsibility for inspection and supervision.

3.A.17.6.3 Surrogates. The Association may refuse to

recognize (1) a renter as a representative of the Owner unless the renter presents documentation that the renter is the Owner's attorney in fact for all purposes pertaining to the Rental Property, or (2) the renter is the Owner's appointed proxy for a meeting of the Association.

3.A.17.6.4 Use of Recreational Facilities. Tenants are not allowed to use the Recreational Facilities, and will not receive pool passes, unless the Owner has delivered a copy of the lease to the Association. An Owner who does not occupy a Residence is not entitled to use the Recreational Facilities if the Residence is occupied as a Rental Property. Although an Owner has a general right to delegate to his tenant the Owner's right to use the Recreational Facilities, the Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy.

3.A.17.6.5 Different Rules. The Association may promulgate use rules for tenants that are different from use rules for Owners who occupy their Residences. Also, the Association may prohibit, limit, and/or charge for the use of Recreational Facilities by tenants.

3.A.17.6.6 Owner Responsibility. Owner shall instruct tenants to channel all communications regarding the Association to the Owner, except in cases of emergency, who will in turn communicate directly with the Association on behalf of the tenants. The Owner of a Rental Property remains liable to the Association for all assessments, duties, and communications relating to the Rental Property and its occupants.

3.A.17.6.7 Association Not Liable for Damages. The Owner of a Rental Property is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner or his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Governing Documents against the Owner's tenant.

3.A.17.7. LEASE CONDITIONS. Every lease agreement on a Residence, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

3.A.17.7.1 Occupancy. No Residence may be rented for transient or hotel purposes or for a period less than six (6) months, no Residence may be subdivided for rent

purposes, and not less than an entire Residence may be leased.

3.A.17.7.2 Leases Are Subject to Governing Documents. Whether or not it is so stated in a lease, (1) every lease is subject to the Governing Documents which shall include at a minimum and, and without limitation, the Devonshire Rules and Regulations, as amended; (2) all leases must be in writing and must be made subject to the Governing Documents; (3) an Owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto; and (4) each tenant is subject to and must comply with all provisions of the Governing Documents, federal and State laws, and local ordinances.

3.A.17.7.3 Association as Attorney-in-Fact. Failure by the tenant or his invitees to comply with the Governing Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this Section. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents by the Association, each Owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Governing Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Governing Documents.

3.A.17.8. APPLICABILITY TO OWNERS. This Section applies to every Owner of every Lot, except for the following limited categories of Owners who are expressly exempt from the effect of this Article:

- Declarant and Builders, during the Declarant Control Period. (The exemption of Declarant and Builders does not pass to their respective***

successors and assigns.)

- *Any Residence used for a purpose that is expressly protected by public ordinance or law, such as qualified community homes for disabled persons, for only so long as a house is used for the protected purpose.*

3.A.17.9. APPLICABILITY TO MANAGERS & AGENTS.

Any person who markets or manages a Rental Property for the benefit of an Owner is an agent of the Owner and is bound by the provisions of this Article in the same manner as the Owner. The Association may limit the number of Rental Properties that may be managed or marketed by one person or firm, provided the number is not less than five (5). A person who manages or markets Rental Properties is subject to loss of privilege to perform services in the Property for violations of this Section.

3.A.17.10. ENFORCEMENT. *Violations of this Section 3.A.17 will result in the imposition of sanctions. The Board of Directors is authorized to suspend privileges of Owners who lease their property in violation of the terms hereof. The suspension will also apply to such Owner's tenants. Owners who purchase more than one Rental Property following the effective date hereof may be compelled to terminate leases or sell one or more Residences in order to comply with this Section 3.A.17. Violation fines may also be levied for violations of this Section 3.A.17 after compliance with any notice and hearing requirements if provided for by applicable law. The Board of Directors, in its sole and absolute discretion, has the authority to determine whether a violation is deemed "incurable" and dispense with any requirement to provide an opportunity to cure. The amount of any single violation fine imposed herein is in the sole discretion of the Board of Directors. Although violation fines can be imposed on a per diem basis or such other time-schedule as the Board determines, violation fines may be significant and substantial in amount given the Purpose paragraph of this Section 3.A.17 violation fines will be levied, in part, to provide an economic disincentive to Owners from renting Residences in violation of this Section 3.A.17. The Association reserves the right to file suit seeking damages, injunctive relief, and an award of attorney's fees for breach of this Section 3.A.17. A breach of this Section 3.A.17 shall be deemed to have caused*

irreparable harm for which an injunction may issue. In any such suit or proceeding, the Association shall be entitled to an award of its attorney's fees incurred in enforcing this Section 3.A.17 as a restrictive covenant.

3.A.17.11. VARIANCE. The Board of Directors may grant a variance or waiver of all or part of this Section on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the Association's right to deny a variance in other circumstances.

3.A.17.12. EFFECTIVE DATE. This Section 3.A.17 becomes effective 10 calendar days after the Association notifies the membership that this Section 3.A.17 has been adopted and publicly recorded. An Owner (as determined by 3.A.17.4.3 above) who owns more than one Rental Property, or who is under contract to purchase additional Rental Property on the date this Section 3.A.17 becomes effective, is "grandfathered" as to such Rental Property so owned or under contract; however, said Owner may not, following the effective date, acquire more Rental Property or exchange Rental Property if the result is that the Owner will have more than one Rental Property within the Property. With regard to Rental Property subject to a lease which is publicly financed or part of a subsidized housing program, whose term has not expired as of the effective date of this Section 3.A.17, the Owner (as determined by 3.A.17.4.3 above) may continue to extend such lease under any publicly financed or subsidized housing program so long as the tenants and occupants of said Rental Property on the effective date remain the same.

5. Part 3, Exhibit A, Section 3.A.29 of the Community Covenant is hereby deleted and amended to read, in its entirety, as follows, as follows:

3.A.29. TRASH. Each resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Community Association or by the MUD for that purpose and cannot be stored in public view, except for the evening preceding waste pick up and the evening of waste pick up. Trash must be placed entirely within the designated receptacle. The board may adopt, amend, and repeal rules regulating the visibility of trash receptacles and the disposal and removal of trash from the Property.

6. Part 3, Exhibit A of the Community Covenant is hereby amended to Section 3.A.32 and read, in its entirety, as follows, as follows:

3.A.32. EXTERIOR DECORATIONS. Owners of residential Lots may display religious, cultural, and holiday decorations in and on Residences subject to the Association's right to regulate the time, place, and manner of displays that are visible from the street which right shall be exercised in strict accordance with the Act. Holiday decorations, including lighting displays, are permitted inside windows, on the exterior of homes, and on front yards, provided: (i) they are to scale or proportionate to the size and setback of the homes; (ii) they do not create a noise, appearance, or light disturbance for other Lot Owners; (iii) they are appropriate for the holiday; (iv) they are installed no earlier than ten (10) days before the beginning of the holiday and are removed within seven (7) days after the end of the holiday, except that Christmas decorations may be maintained from Thanksgiving to January 15th of each year and Fall decorations may be maintained from October 1st to Thanksgiving.

The terms and provisions of the Community Covenant, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, the Community Covenant, the First Amendment to Community Covenant, the Amendment to the First Amendment to Community Covenant, the Amendment to the Community Covenant, the Second Amendment to Community Covenant, and this Third Amendment to Community Covenant, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, Declarant has caused this Third Amendment to Community Covenant to be filed with the office of the Kaufman County Clerk and is made to be effective as of the 2nd day of March, 2022.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:

DEVONSHIRE (DALLAS) ASLI VIII, LLC,
a Delaware limited liability company

By: Avanti Strategic Land Investors VIII, L.L.L.P.,
a Delaware limited liability limited partnership
Its: Sole Member

By: APG ASLI VIII GP, LLC,
a Delaware limited liability company
Its: Sole General Partner

By: Avanti Properties Group III, L.L.L.P.,
a Delaware limited liability limited partnership,
Its: Managing Member

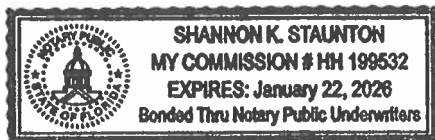
By: APG III GP, LLC,
a Florida limited liability company
Its: Sole General Partner

By: Avanti Management Corporation,
a Florida corporation
Its: Sole Manager

By: 
Name: Marvin Shapiro
Title: President

STATE OF FLORIDA §
 §
COUNTY OF ORANGE §

This instrument was acknowledged before me on 2 day of March, 2022, by Marvin Shapiro, President of Avanti Management Corporation, a Florida corporation, as the Sole Manager of APG III GP, LLC, a Florida limited liability company, as the Sole General Partner of Avanti Properties Group III, L.L.L.P., a Delaware limited liability limited partnership, as the Managing Member of APG ASLI VIII GP, LLC, a Delaware limited liability company, as the Sole General Partner of Avanti Strategic Land Investors VIII, L.L.L.P., a Delaware limited liability limited partnership, as the Sole Member of DEVONSHIRE (DALLAS) ASLI VIII, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.




Notary Public in and for the State of Florida

SECOND
AMENDMENT
TO
CONSTRUCTION,
FENCE & USE

(CORRECTED)

2020-0031377

Kaufman County
Laura Hughes
County Clerk
Instrument Number: 2020-0031377

Billable Pages: 4
Number of Pages: 5

| FILED AND RECORDED - REAL RECORDS | CLERKS COMMENTS |
|---|-----------------|
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| Amount: S <u>38.00</u> | |
| Vol/Pg: <u>V:6629 P:466</u> | |



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me
and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
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1700 PACIFIC AVENUE
DALLAS, TX 75201



AFTER RECORDING RETURN TO:

**Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**(CORRECTED) SECOND AMENDMENT
TO
COMMUNITY COVENANT OF CONSTRUCTION, FENCE & USE RESTRICTIONS
DEVONSHIRE¹**

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

INTRODUCTORY PROVISIONS

WHEREAS, Forney 921 Lot Development Partners I, L.P., a Texas limited partnership, as the “Community Declarant”, did execute that certain Community Declaration of Covenants, Conditions & Restrictions for Devonshire which was recorded on May 5, 2008, as Instrument No. 2008-00008653 in the Official Public Records of Kaufman County, Texas (as amended and supplemented, from time to time, the “*Community Declaration*”); and

WHEREAS, the Community Covenant of Construction, Fence & Use Restrictions Devonshire, was filed of record on May 5, 2008, under Instrument No. 2008-00008654 in the Official Public Records of Kaufman County, Texas (the “*Community Covenant*”);

WHEREAS, DEVONSHIRE (DALLAS) ASLI VIII, LLC, a Delaware limited liability company, by virtue of that certain Designation of New Community Declarant and Assignment of Rights, recorded on January 26, 2017, as Instrument No. 2017-0001849 in the Official Public Records of Kaufman County, Texas, fully acquired all of the rights and responsibilities of the

¹ This (Corrected) Second Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire replaces and supersedes, in all respects, the Second Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire filed of record on October 6, 2020, under Instrument No. 2020-0030759 in the Official Public Records of Kaufman County, Texas.

“Community Declarant” under the Declaration (the “*Community Declarant*”); and

WHEREAS, the Community Declaration and Community Covenant affect certain tracts or parcels of real property in Kaufman County, Texas, more particularly described in the recorded final plats for Devonshire incorporated herein by reference for all purposes (collectively, the “*Addition*”); and

WHEREAS, the Community Covenant was amended by virtue of the First Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on September 2, 2009, under Instrument No. 2009-00014950 in the Official Public Records of Kaufman County, Texas (the “*First Amendment to Community Covenant*”); and

WHEREAS, the Community Covenant was amended by virtue of the Amendment of the First Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on April 13, 2012, under Instrument No. 2012-0006581 in the Official Public Records of Kaufman County, Texas (the “*Amendment to the First Amendment to Community Covenant*”); and

WHEREAS, the Community Covenant was amended by virtue of the Supplement to Community Declaration of Covenants, Conditions and Restrictions for Devonshire and Amendment to Devonshire Community Covenant of Construction, Fence and Use Restrictions, filed of record on April 22, 2016, under Instrument No. 2016-0007479 in the Official Public Records of Kaufman County, Texas (the “*Amendment to the Community Covenant*”); and

WHEREAS, under Article 4, Section 4.2 of the Community Covenant, during the Development Period, the Community Declarant shall have the sole and unilateral authority to amend, supplement or restate the Community Covenant; and

WHEREAS, the following amendment to the Community Covenant has been approved by the Community Declarant; and

NOW, THEREFORE, the Community Covenant is hereby amended as follows:

- Part 1, Section 1.A.20 of the Community Covenant is hereby deleted and amended to read, in its entirety, as follows, as follows:

1.A.20 BALCONIES. A second-floor rear balcony is not permitted on any lot whose rear lot-line abuts any part of the rear lot-line of another buildable lot, except the 100-foot wide lots on Devonshire Drive.

The terms and provisions of the Community Covenant, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, the Community Covenant, the First Amendment to Community Covenant, the Amendment to the First Amendment to Community Covenant, the Amendment to the Community Covenant, and this Second Amendment to Community Covenant, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Community Covenant to be filed with the office of the Kaufman County Clerk and is made to be effective as of the 5th day of October, 2020.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:

DEVONSHIRE (DALLAS) ASLI VIII, LLC,
a Delaware limited liability company


By: Avanti Strategic Land Investors VIII, L.L.L.P.,
a Delaware limited liability limited partnership
Its: Sole Member

By: APG ASLI VIII GP, LLC,
a Delaware limited liability company
Its: Sole General Partner

By: Avanti Properties Group III, L.L.L.P.,
a Delaware limited liability limited partnership,
Its: Managing Member

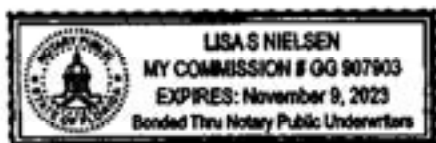
By: APG III GP, LLC,
a Florida limited liability company
Its: Sole General Partner

By: Avanti Management Corporation,
a Florida corporation
Its: Sole Manager

By: 
Name: Marvin Shapiro
Title: President

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

This instrument was acknowledged before me on October 04, 2020, by Marvin Shapiro, President of Avanti Management Corporation, a Florida corporation, as the Sole Manager of APG III GP, LLC, a Florida limited liability company, as the Sole General Partner of Avanti Properties Group III, L.L.L.P., a Delaware limited liability limited partnership, as the Managing Member of APG ASLI VIII GP, LLC, a Delaware limited liability company, as the Sole General Partner of Avanti Strategic Land Investors VIII, L.L.L.P., a Delaware limited liability limited partnership, as the Sole Member of DEVONSHIRE (DALLAS) ASLI VIII, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.




Notary Public in and for the State of Florida

AMENDMENT
TO
CONSTRUCTION,
FENCE & USE

2016-0007479

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2016-0007479

DECLARATION OF RESTRICTIVE COVENANTS

Party: WS DDV DEVELOPMENT LLC

Billable Pages: 25
Number of Pages: 26

| FILED AND RECORDED - REAL RECORDS | CLERKS COMMENTS |
|---|-----------------|
| On: 04/22/2016 at 10:09 AM Document Number: <u>2016-0007479</u> Receipt No: <u>16-7593</u> Amount: \$ <u>122.00</u> Vol/Pg: <u>V-5023 P-42</u> | E-RECORDING |



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Bobbie Bartlett, Deputy

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

Record and Return To:

STEWART TITLE - NORTH TEXAS
15950 DALLAS PARKWAY SUITE100
DALLAS, TX 75248



AFTER RECORDING RETURN TO:

Joshua D. Bernstein, Esq.
Greenberg Traurig, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701

DEVONSHIRE

A Master Planned Community in Kaufman County, Texas

**SUPPLEMENT TO COMMUNITY DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DEVONSHIRE
AND AMENDMENT TO DEVONSHIRE COMMUNITY COVENANT OF
CONSTRUCTION, FENCE AND USE RESTRICTIONS**

Cross reference to (i) Community Declaration of Covenants, Conditions and Restrictions for Devonshire, recorded as Document No. 2008-00008653, Official Public Records of Kaufman County, Texas, as amended; and (ii) Devonshire Community Covenant of Construction, Fence & Use Restrictions, recorded as Document No. 2008-00008654, Official Public Records of Kaufman County, Texas, as amended.

**SUPPLEMENT TO COMMUNITY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DEVONSHIRE
AND AMENDMENT TO DEVONSHIRE COMMUNITY COVENANT OF CONSTRUCTION,
FENCE AND USE RESTRICTIONS**

This Supplement to Community Declaration of Covenants, Conditions and Restrictions for Devonshire and Amendment to Devonshire Community Covenant of Construction, Fence and Use Restrictions (this "**Amendment**") is made by **WS – DDV DEVELOPMENT, LLC**, a Delaware limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Devonshire, a residential community located in Kaufman County, Texas, is presently subject to the following documents: (i) Community Declaration of Covenants, Conditions and Restrictions for Devonshire, recorded as Document No. 2008-00008653, Official Public Records of Kaufman County, Texas, as amended (the "**Master Declaration**"); and (ii) Devonshire Community Covenant of Construction, Fence & Use Restrictions, recorded as Document No. 2008-00008654, Official Public Records of Kaufman County, Texas, as amended (collectively, the "**Architectural Guidelines**").

B. Declarant presently holds all right, title and interest as "**Declarant**" pursuant to the Master Declaration.

C. Pursuant to *Section C.6.2* of Appendix "**C**" to the Master Declaration, Declarant may annex additional real property and subject it to the Master Declaration and the Architectural Guidelines by recording a supplement or amendment to the Master Declaration in the Official Public Records of Kaufman County, Texas.

D. Pursuant to *Section 4.2* of the Architectural Guidelines, during the Development Period, only Declarant may amend, supplement or restate the Architectural Guidelines. The Development Period has not expired.

E. In accordance with the foregoing authority, Declarant now desires to: (i) supplement the Master Declaration for the purpose of adding real property to the Property; and (ii) amend the Architectural Guidelines, in each case as set forth more fully hereinbelow.

NOW THEREFORE, the Master Declaration is hereby supplemented, and the Architectural Guidelines are hereby amended, as follows:

1. Supplement to Master Declaration, Appendix A. In accordance with the rights reserved by the Declarant pursuant to *Section C.6.2* of Appendix "**C**" to the Master Declaration, the following real property (the "**Additional Land**") is hereby added to Appendix A to the Master Declaration and shall be considered part of the Property for all purposes:

PHASE 2B – PHASE 1

The 46.063-acre tract described by metes and bounds in the owner's certificate on the final plat of Devonshire, Phase 2B – Phase 1, recorded on ~~February 25~~ ^{February 26}, 2016, as Document No. ~~2016-0003159~~, Official Public Records of Kaufman County, Texas, including 175 house lots.

2. **Amendment to Architectural Guidelines, Part 1 – Exhibit A.** The Architectural Guidelines are hereby amended so as to provide that: (i) the living area restrictions applicable to the Property as set forth in *Section 1.A.6.* of Part 1 – Exhibit A to the Architectural Guidelines shall not apply to the Additional Land; and (ii) with respect only to the Additional Land, the living area restrictions shall be as follows:

| APPROXIMATE WIDTH OF TYPICAL HOUSE LOT | MINIMUM AIR-CONDITIONED LIVING AREA OF THE HOUSE | MAXIMUM AIR-CONDITIONED LIVING AREA OF THE HOUSE |
|---|---|---|
| 50 FEET | 1,600 sq. ft. | 3,400 sq. ft. |
| 60 FEET | 2,200 sq. ft. | No maximum |

3. **Amendment to Architectural Guidelines, Part 2 – Exhibit B.** The exhibits contained in Part 2 – Exhibit B of the Architectural Guidelines are hereby deleted in their entirety and replaced with the exhibits shown on Attachment 1 hereto and incorporated for all purposes.

4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Declaration. Unless expressly amended or supplemented by this Amendment, all other terms and provisions of the Master Declaration and the Architectural Guidelines shall remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Declaration has been recorded in the Official Public Records of Kaufman County, Texas.

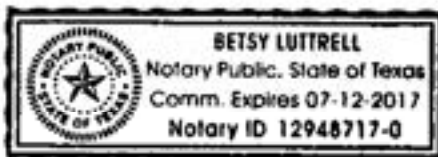
DECLARANT:

WS - DDV DEVELOPMENT, LLC, a Delaware limited liability company

By: 
Michael L. Rafferty, Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 19 day of April, 2016, by Michael L. Rafferty, Authorized Signatory of WS – DDV Development, LLC, a Delaware limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

EXHIBIT B

COMMUNITY INTERIOR SCREENING AND FENCE STANDARDS PLAN

REVISED APRIL 15, 2016

DEVONSHIRE RESIDENTIAL ASSOCIATION

5950 BERKSHIRE LANE
SUITE 1200
DALLAS, TEXAS 75225
214.445.2208

KEYMAP

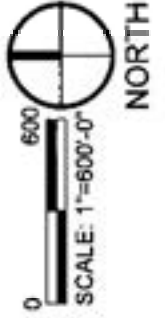
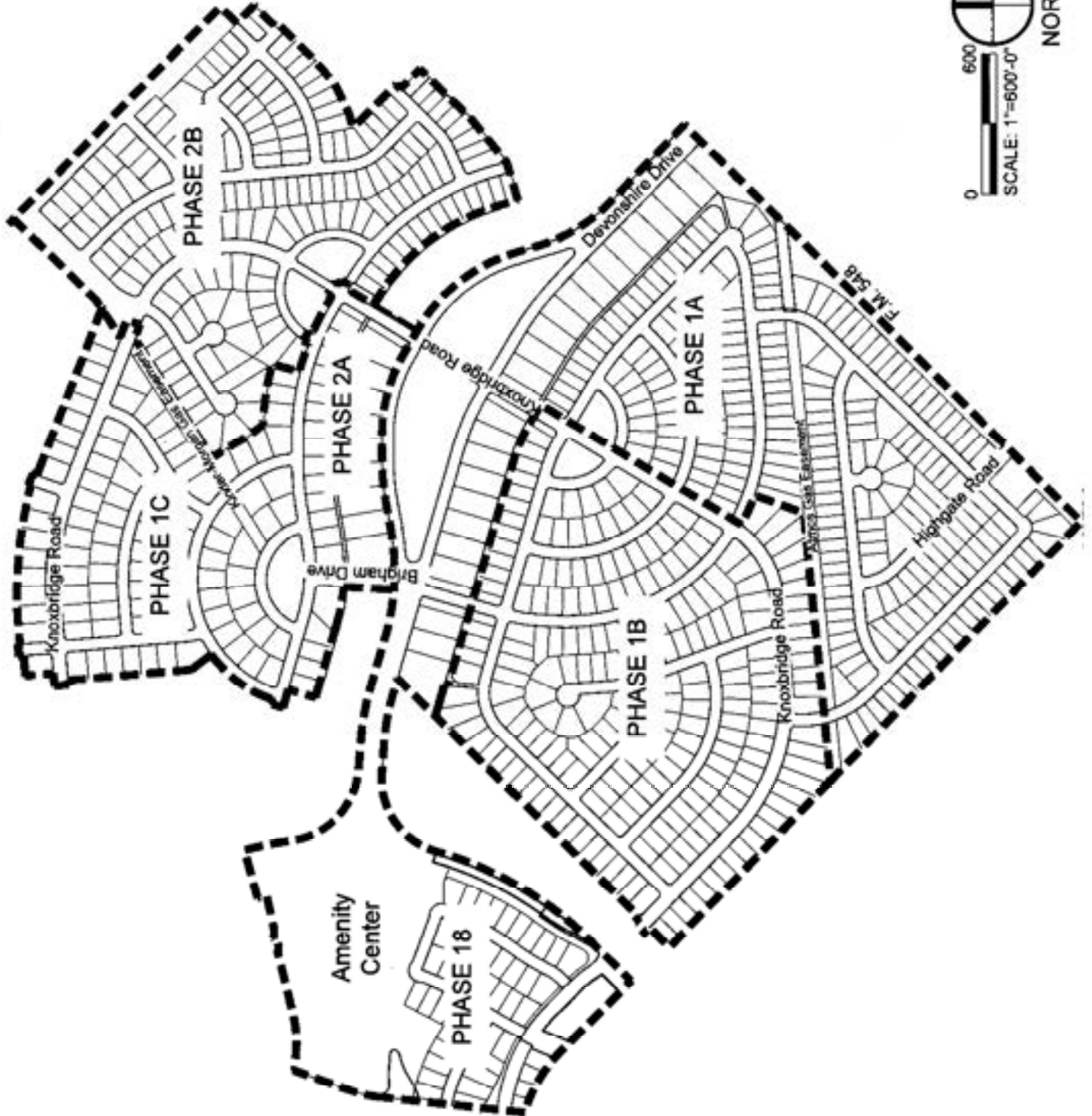
- EXHIBIT 1: REQUIRED FENCING CONDITIONS - GENERAL OVERVIEW
- EXHIBIT 2: TYPICAL FENCING: STANDARD LOT & BLOCK CONFIGURATION
- EXHIBIT 3: TYPICAL FENCING: SIDE YARD TO FRONT YARD CONNECTION
- EXHIBIT 4: TYPICAL FENCING: UNUSUAL LOTTING CONFIGURATION / CONNECTIONS
- EXHIBIT 5: TYPICAL FENCING: OPEN SPACE LOT
- EXHIBIT 5A: UNIQUE FENCING: DETENTION BASIN LOT
- EXHIBIT 6: PHASE 2B INTERIOR SCREENING PLAN
- EXHIBIT 7: PHASE 1A INTERIOR SCREENING PLAN
- EXHIBIT 8: PHASE 1B INTERIOR SCREENING PLAN
- EXHIBIT 9: PHASE 1C INTERIOR SCREENING PLAN
- EXHIBIT 10: PHASE 1B KNOXBRIDGE ROAD STREET TREE PLAN
- EXHIBIT 11: PHASE 1C KNOXBRIDGE ROAD STREET TREE PLAN
- EXHIBIT 12: DECORATIVE WOOD FENCE
- EXHIBIT 13: DECORATIVE STEEL FENCE
- EXHIBIT 14: WOOD FENCE TRANSITION @ OPEN SPACE
- EXHIBIT 15: UPGRADED WOOD FENCE
- EXHIBIT 16: KNOXBRIDGE ROAD SIDEWALK AND STREET TREE PLACEMENT
- EXHIBIT 17: NEIGHBORHOOD STREETS SIDEWALK PLACEMENT



DEVONSHIRE
INTERIOR SCREENING PLAN

TYPICAL REQUIREMENTS
INTERIOR SIDEYARDS: 6' HT.
DECORATIVE WOOD FENCE

SIDE & REAR YARDS ADJACENT
PIPELINE UTILITY EASEMENT: 4'
HT. TUBULAR STEEL FENCE

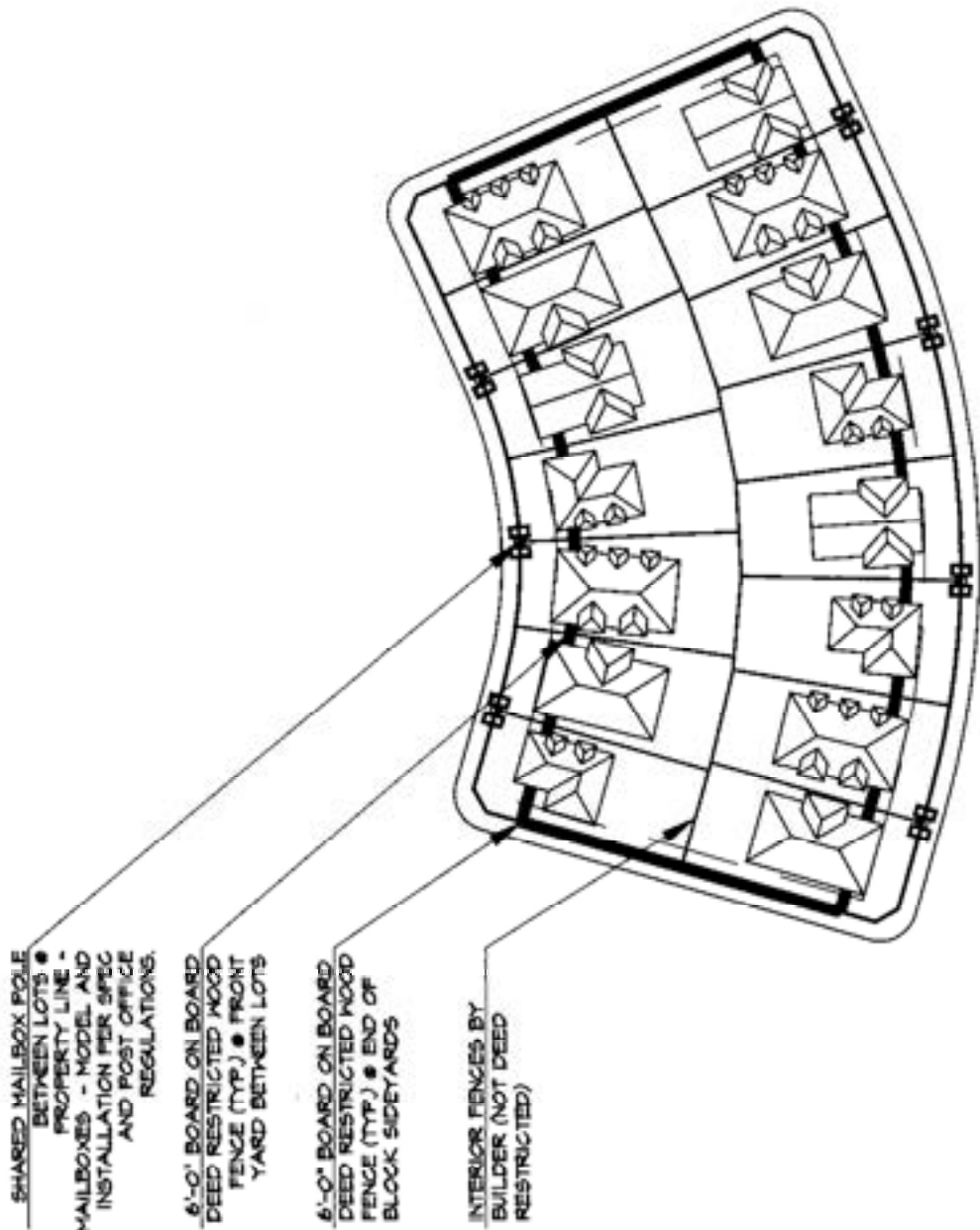


■ LOTS THAT BACK OR SIDE TO THE ATMOS GAS EASEMENT AND THE KINDER-MORGAN GAS EASEMENT MUST UTILIZE A 4' -0" HEIGHT TUBULAR STEEL FENCE AS DESCRIBED IN THESE EXHIBITS. WOOD FENCES MUST TAPER IN HEIGHT TO 4' -0" TO MEET THE STEEL FENCE AS DESCRIBED IN THESE EXHIBITS. STEEL FENCES PROJECT BETWEEN SAID LOTS 8' -0" TO PROMOTE AN OPEN FEEL.

■ ANY WOOD FENCE CONSTRUCTED BY RESIDENTIAL HOME BUILDERS (OR SUBSEQUENTLY REBUILT BY HOMEOWNERS) THAT FACE A PUBLIC STREET MUST BE CONSTRUCTED PER THE ATTACHED EXHIBITS. INTERIOR FENCES BETWEEN LOTS THAT ARE NOT VISIBLE FROM A PUBLIC STREET ARE NOT REQUIRED TO FOLLOW THESE STANDARDS.

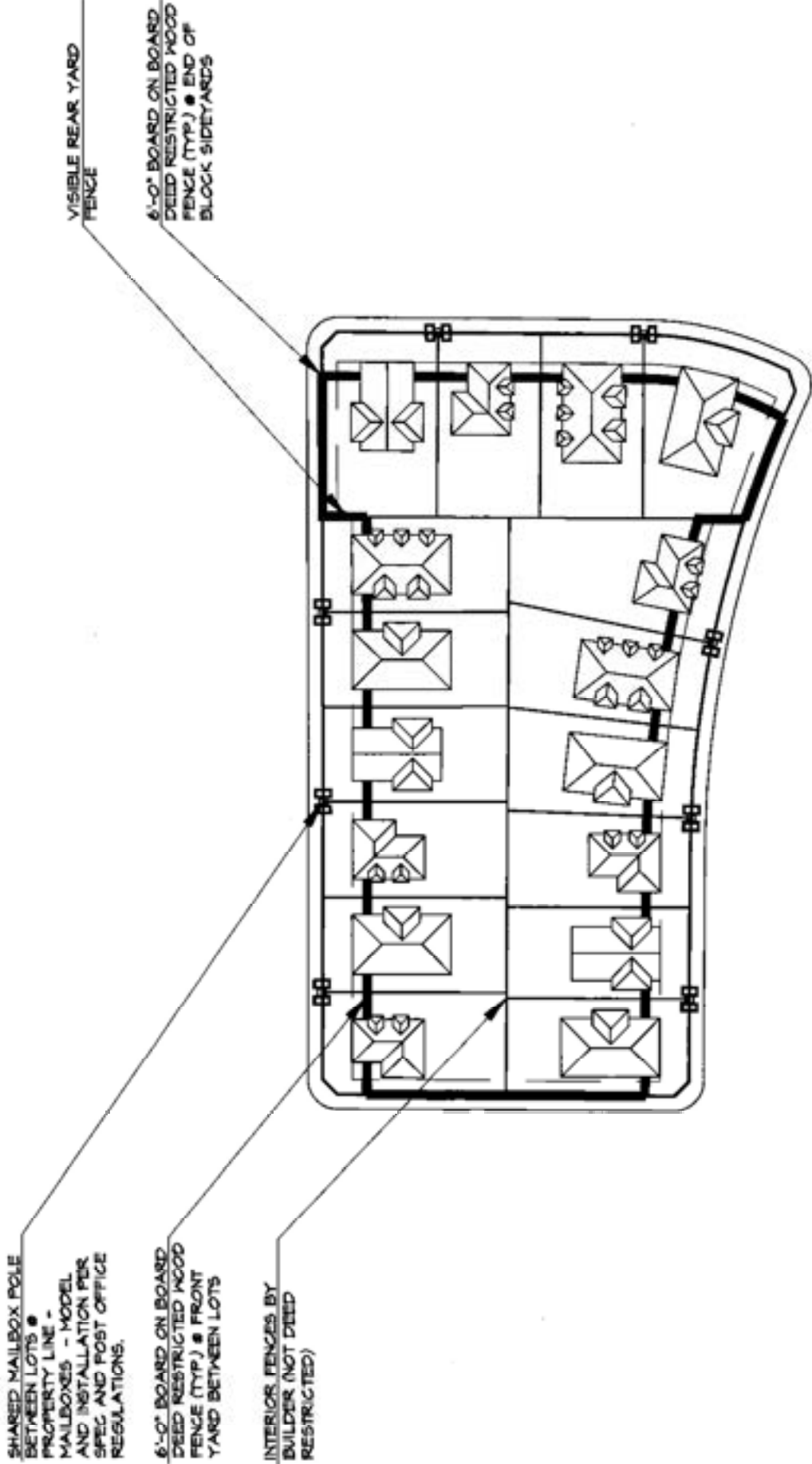
■ LOTS ALONG THE PERIMETER OF THE DEVELOPMENT THAT BACK OR SIDE TO FM 548, KNOXBRIDGE ROAD OR BRIGHAM DRIVE WHERE THERE IS AN HOA MAINTAINED BRICK THINWALL ARE NOT REQUIRED TO FOLLOW THESE STANDARDS ON SIDES OF LOTS WHERE THE BRICK THINWALL EXISTS.

EXHIBIT 1: REQUIRED FENCING CONDITIONS: GENERAL OVERVIEW



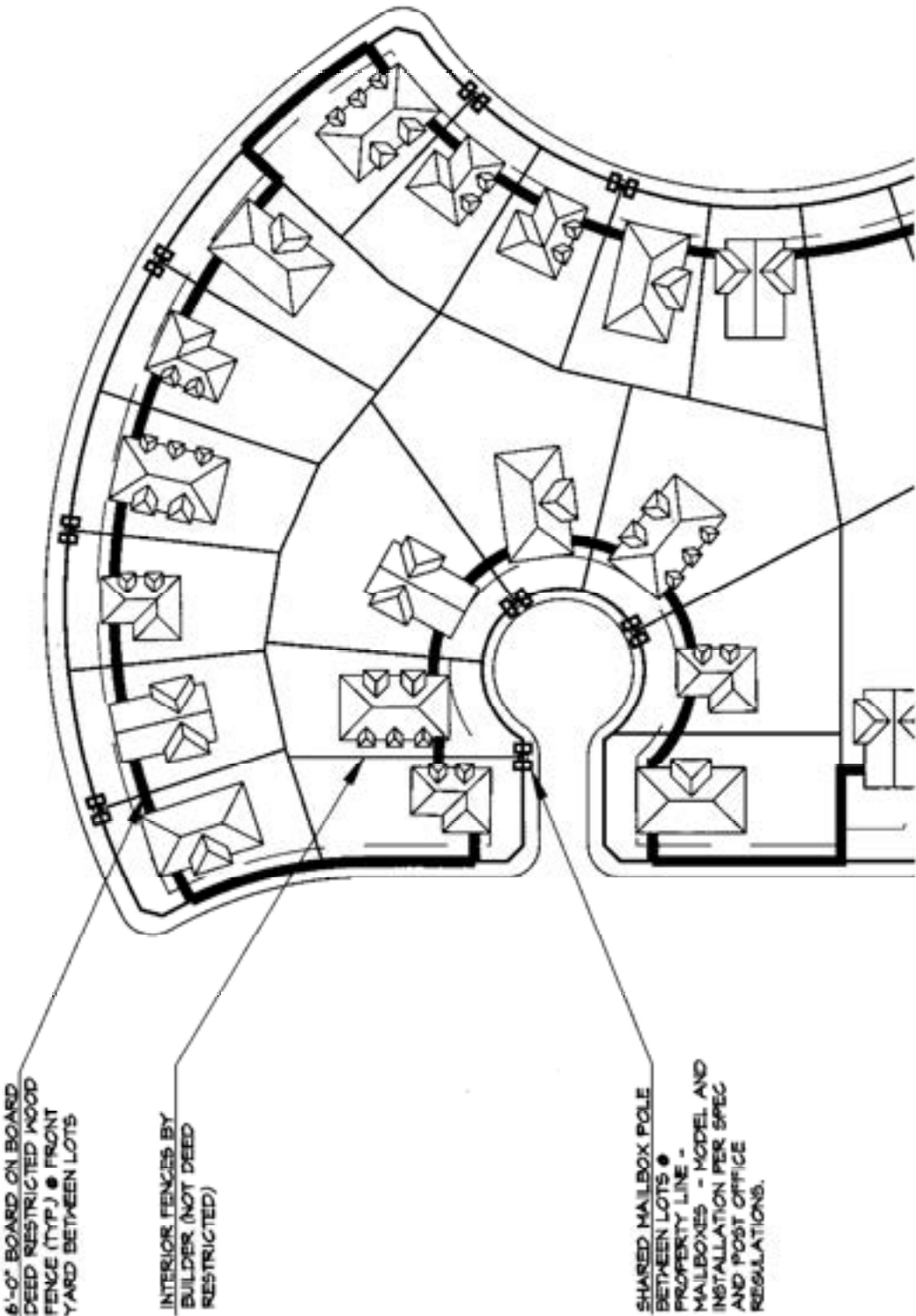
BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN REVIEW
BOARD FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 2: TYPICAL FENCING: STANDARD LOT & BLOCK CONFIGURATION



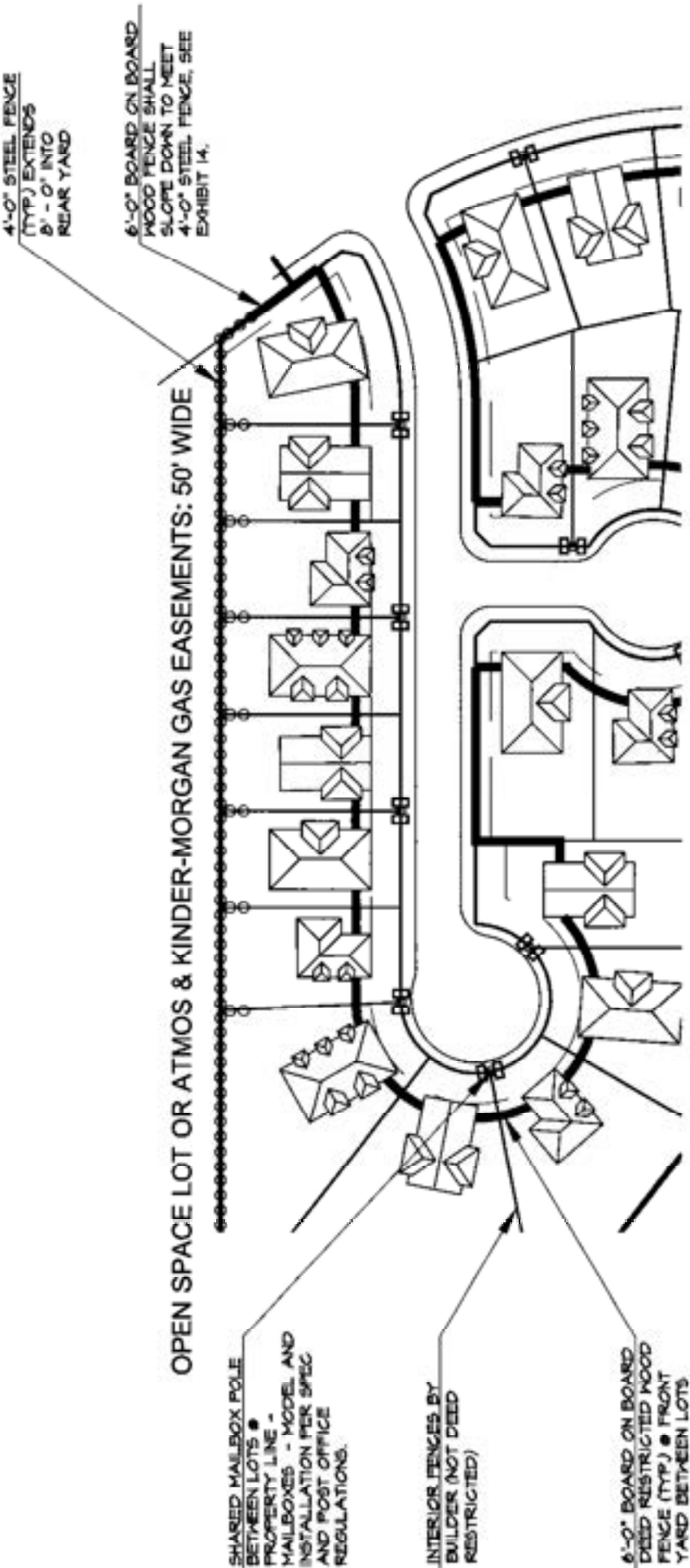
BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN REVIEW
BOARD FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 3: TYPICAL FENCING: SIDE YARD TO FRONT YARD CONNECTION



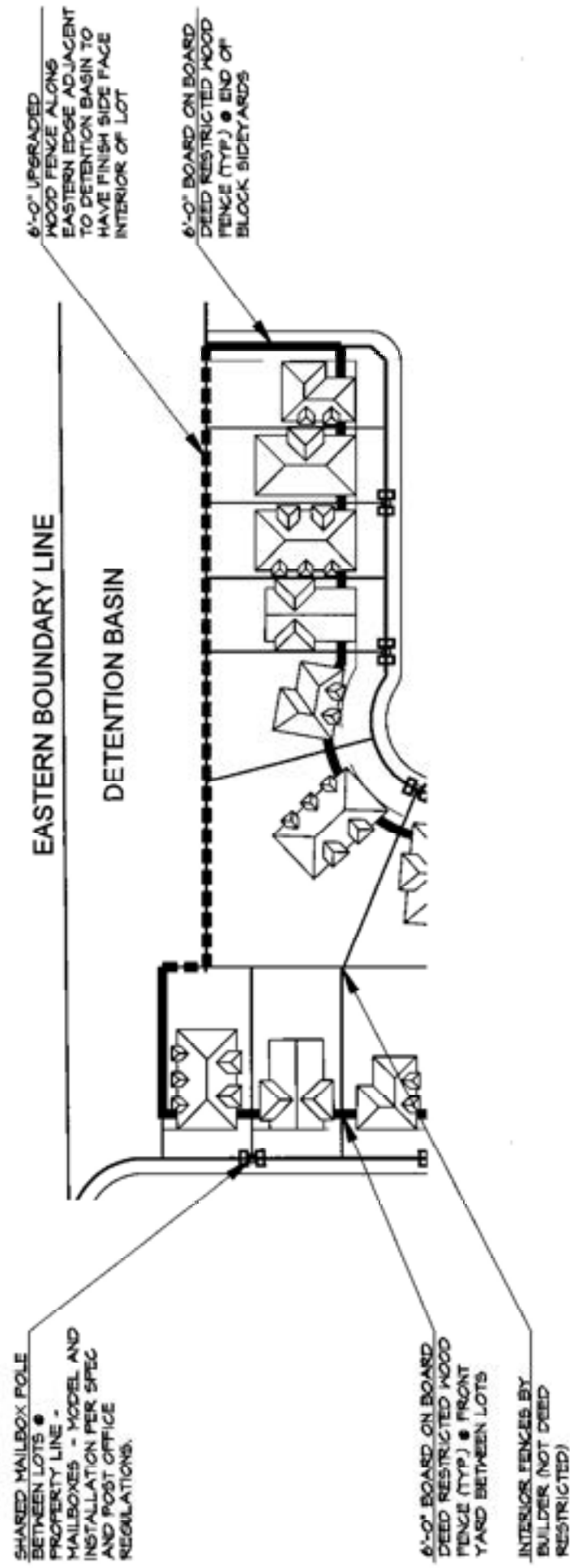
BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN REVIEW
BOARD FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 4: TYPICAL FENCING: UNUSUAL LOTTING CONFIGURATION / CONNECTIONS



BUILDER TO SUBMIT FENCING LAYOUT PLAN TO DESIGN REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 5: TYPICAL FENCING: OPEN SPACE LOT



BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN REVIEW
BOARD FOR
APPROVAL PRIOR TO CONSTRUCTION.

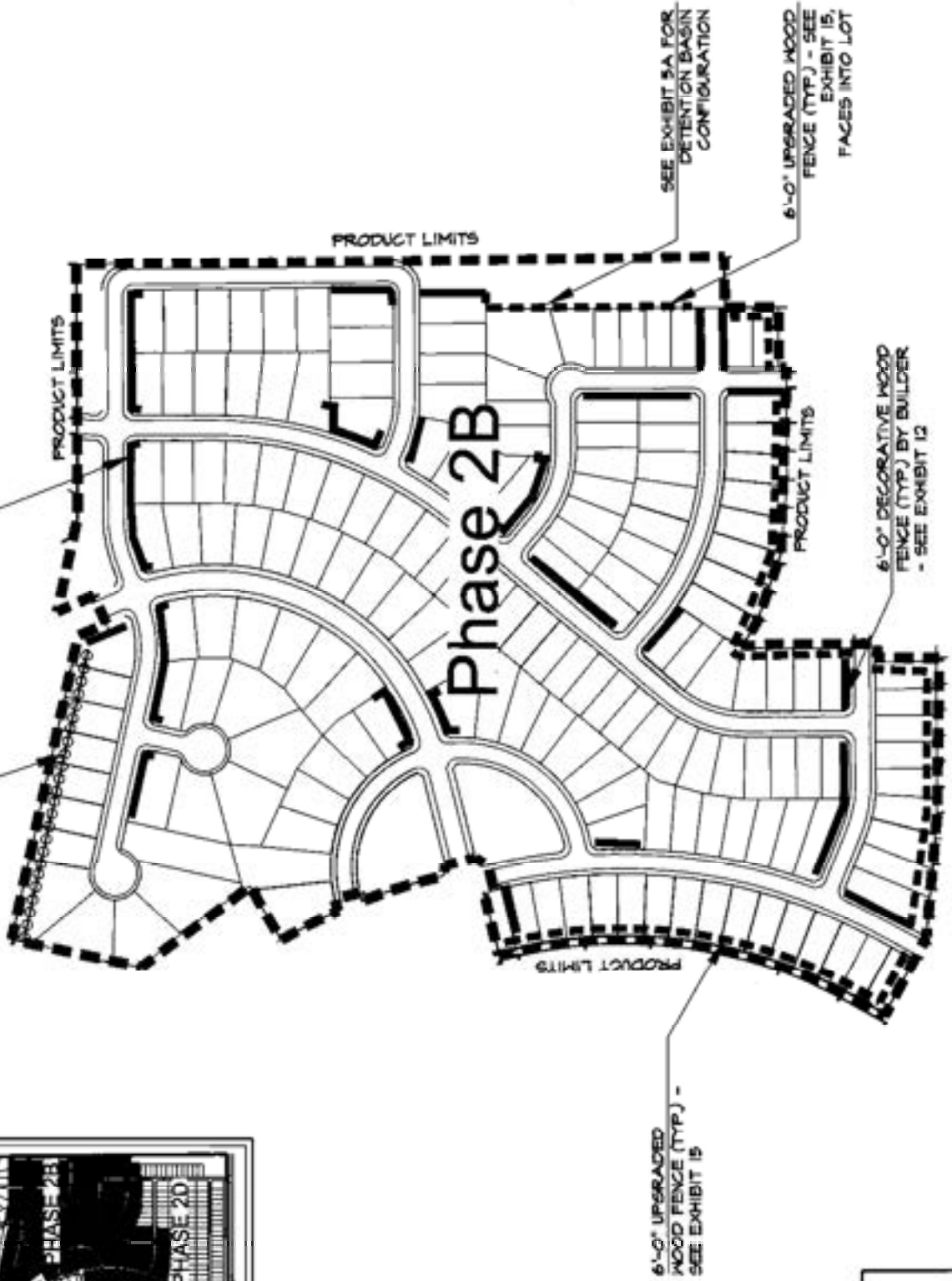
EXHIBIT 5A: UNIQUE FENCING: DETENTION BASIN LOT

KEY MAP



4'-0" STEEL FENCE (TYP.) BY BUILDER - SEE EXHIBIT 13 FOR TYPICAL OPEN SPACE CONFIGURATION

6'-0" DECORATIVE WOOD FENCE (TYP.) BY BUILDER - SEE EXHIBIT 12



LEGEND

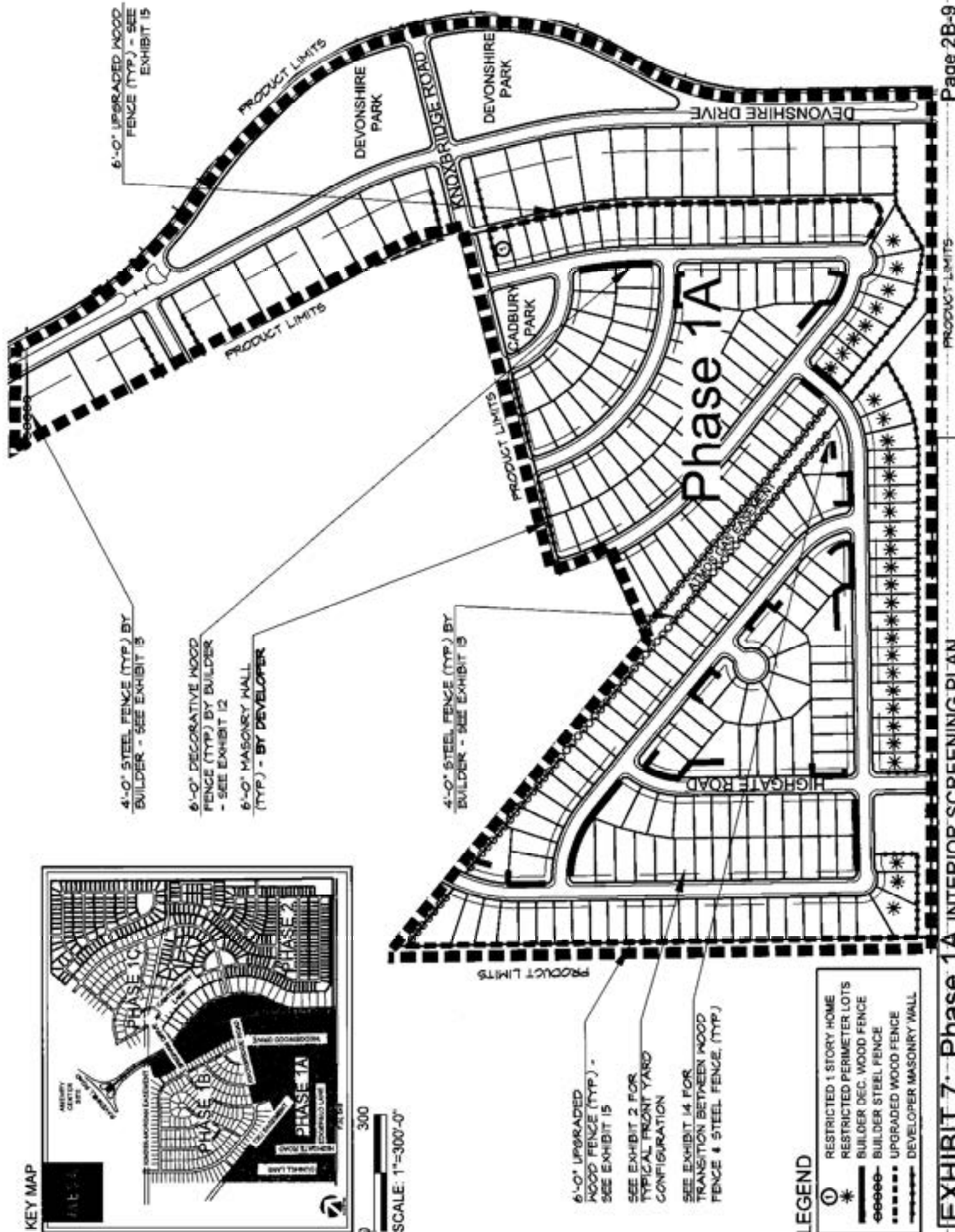
- ① RESTRICTED 1 STORY HOME
- * RESTRICTED PERIMETER LOTS
- BUILDER DEC. WOOD FENCE
- BUILDER STEEL FENCE
- UPGRADED WOOD FENCE

KEY MAP



300

SCALE: 1"=300'-0"



LEGEND

| | |
|-------|---------------------------|
| ① | RESTRICTED 1 STORY HOME |
| * | RESTRICTED PERIMETER LOTS |
| — | BUILDER DEC. WOOD FENCE |
| ----- | BUILDER STEEL FENCE |
| ----- | UPGRADED WOOD FENCE |
| ----- | DEVELOPER MASONRY WALL |

EXHIBIT 7: Phase 1A INTERIOR SCREENING PLAN

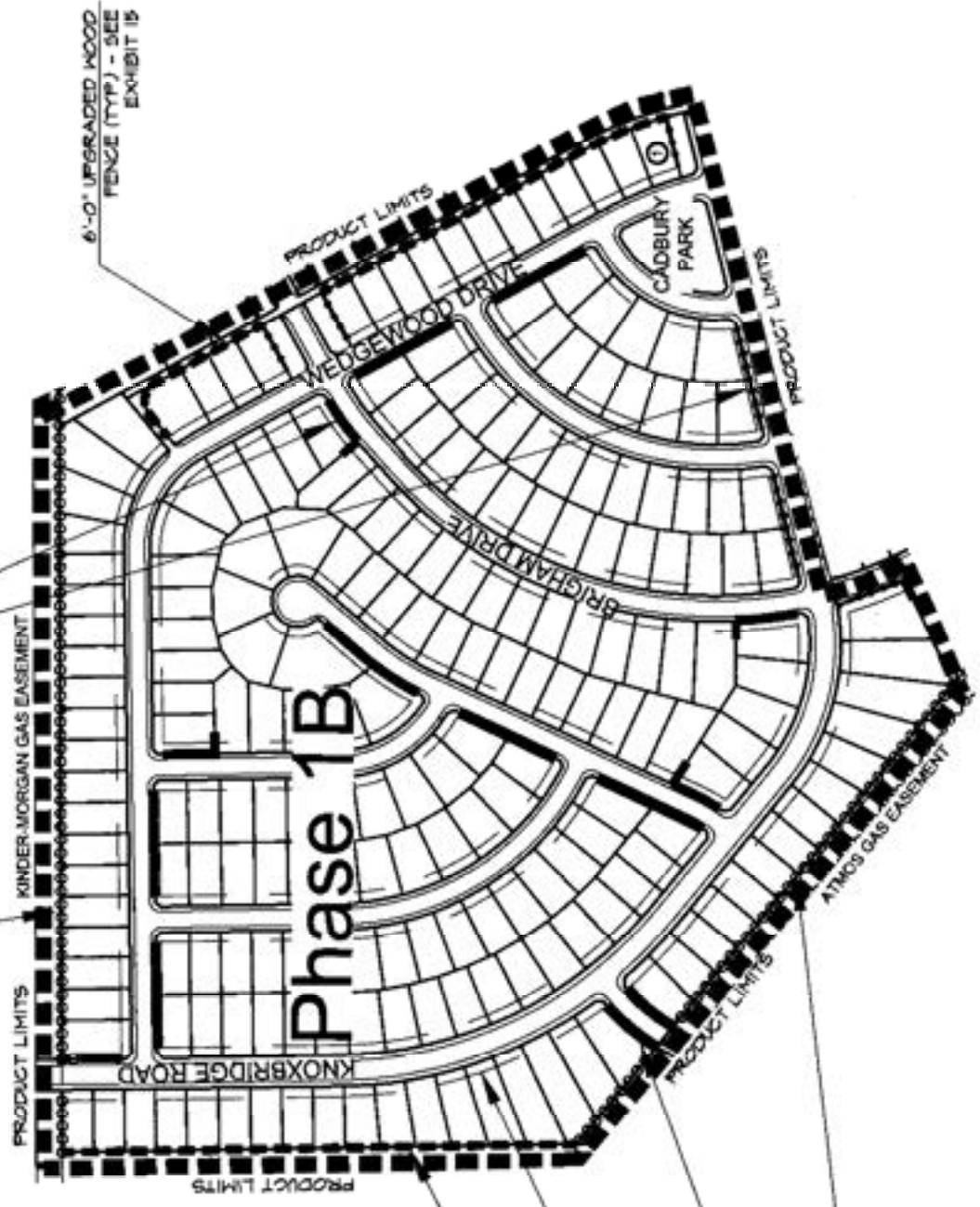
KEY MAP



4'-0" STEEL FENCE (TYP.) BY BUILDER - SEE EXHIBIT 15

6'-0" DECORATIVE WOOD FENCE (TYP.) BY BUILDER - SEE EXHIBIT 12

6'-0" MASONRY WALL (TYP.) - BY DEVELOPER



6'-0" UPGRADED WOOD FENCE (TYP.) - SEE EXHIBIT 15

SEE EXHIBIT 2 FOR TYPICAL FRONT YARD CONFIGURATION

SEE EXHIBIT 14 FOR TRANSITION BETWEEN WOOD FENCE & STEEL FENCE, (TYP.)

4'-0" STEEL FENCE (TYP.) BY BUILDER - SEE EXHIBIT 15

LEGEND

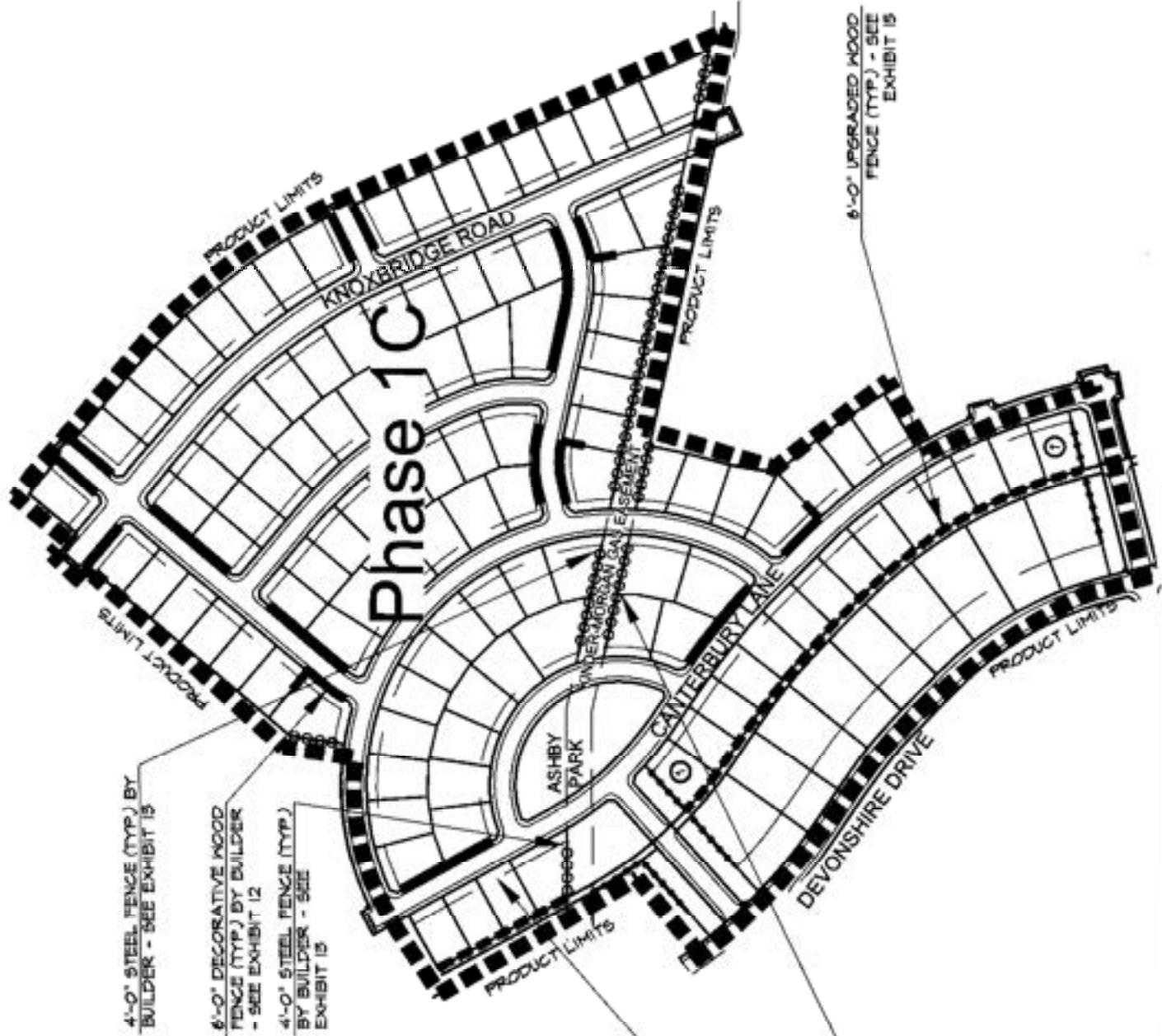
- ① RESTRICTED 1 STORY HOME
- BUILDER DEC. WOOD FENCE
- BUILDER STEEL FENCE
- UPGRADED WOOD FENCE
- DEVELOPER MASONRY WALL

EXHIBIT 8: Phase 1B INTERIOR SCREENING PLAN

KEY MAP



0 300
SCALE: 1"=300'-0"



LEGEND

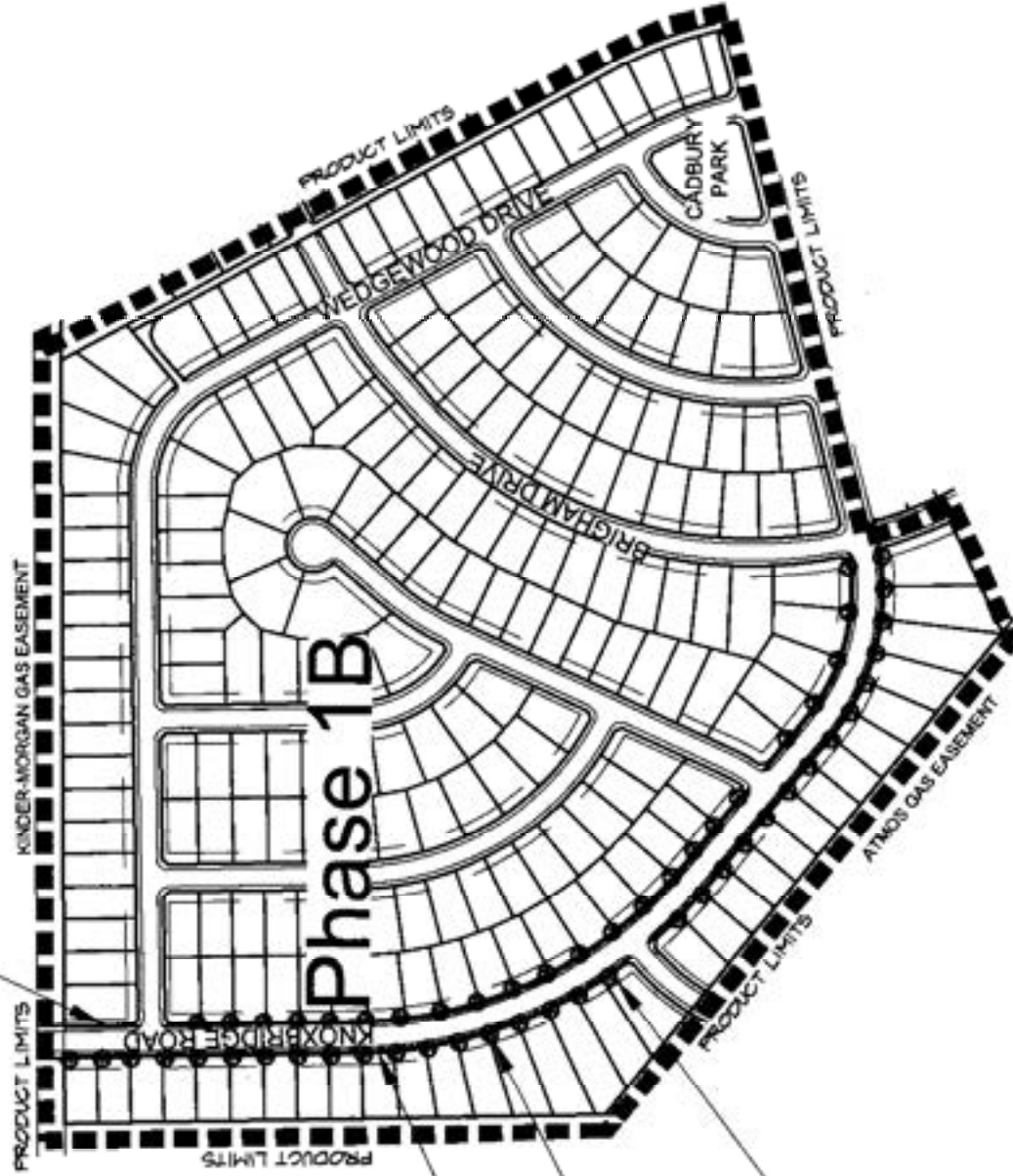
- ① RESTRICTED 1 STORY HOME
- BUILDER DEC. WOOD FENCE
- BUILDER STEEL FENCE
- UPGRADED WOOD FENCE
- DEVELOPER MASONRY WALL

EXHIBIT 9: Phase 1C INTERIOR SCREENING PLAN

KEY MAP



STREET TREES NOT
REQUIRED ON SIDEYARDS



TREES TO BE PLANTED 5'
FROM THE SIDEWALK,
INSIDE THE PROPERTY
LINE, AS SHOWN IN
EXHIBIT 16

1 STREET TREE PER LOT
ON FRONT FACING LOTS.
TREES TO BE RED OAKS
(QUERCUS SHUMARDII)
REMAINING FRONT YARD
TREE MAY BE PLANTED
ELSEWHERE IN FRONT
YARD

TREES TO BE PLANTED 4'
FROM HOME SERVICE LINES,
10' FROM STORM INLETS AND
4' FROM DRIVES

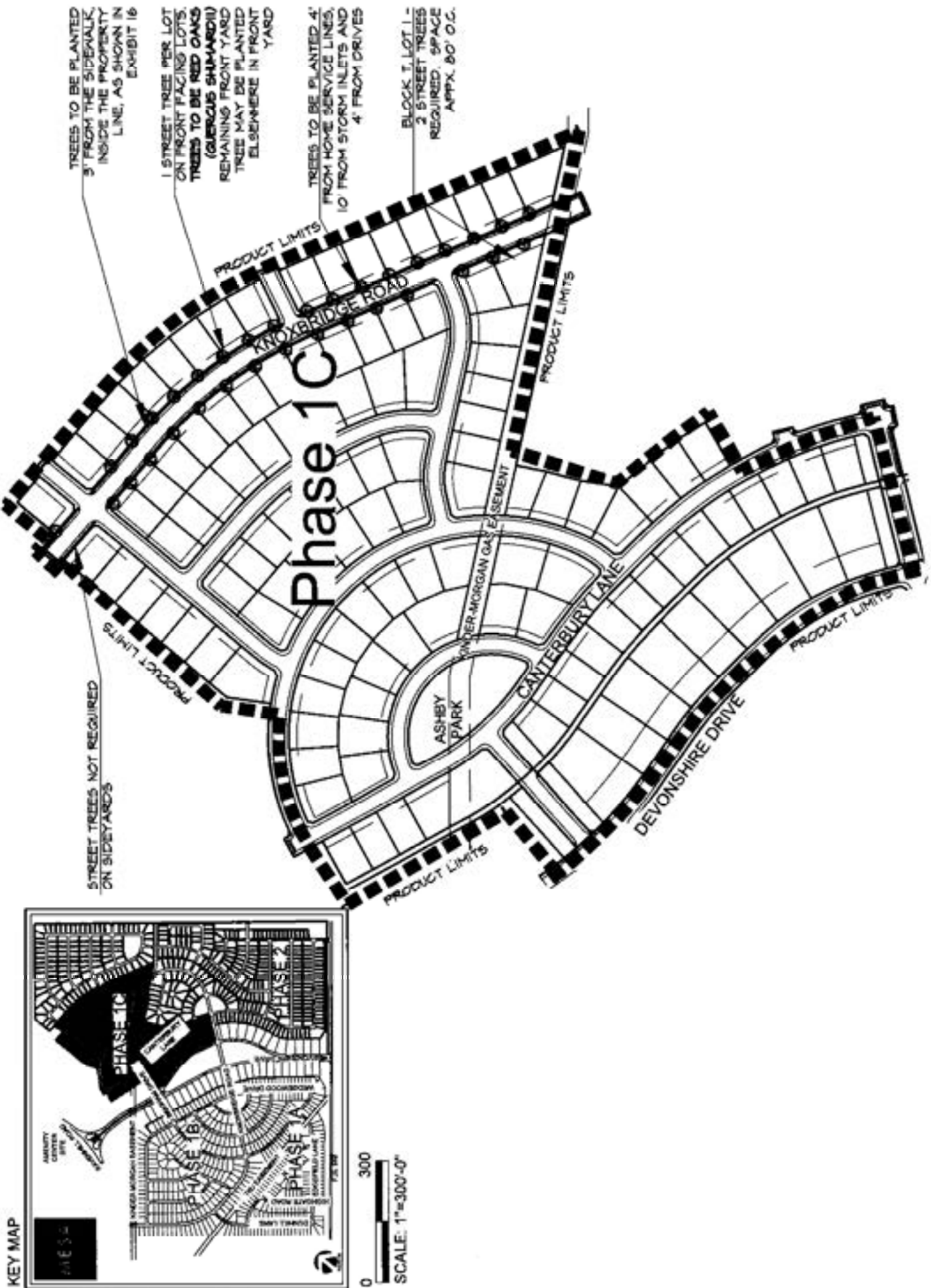
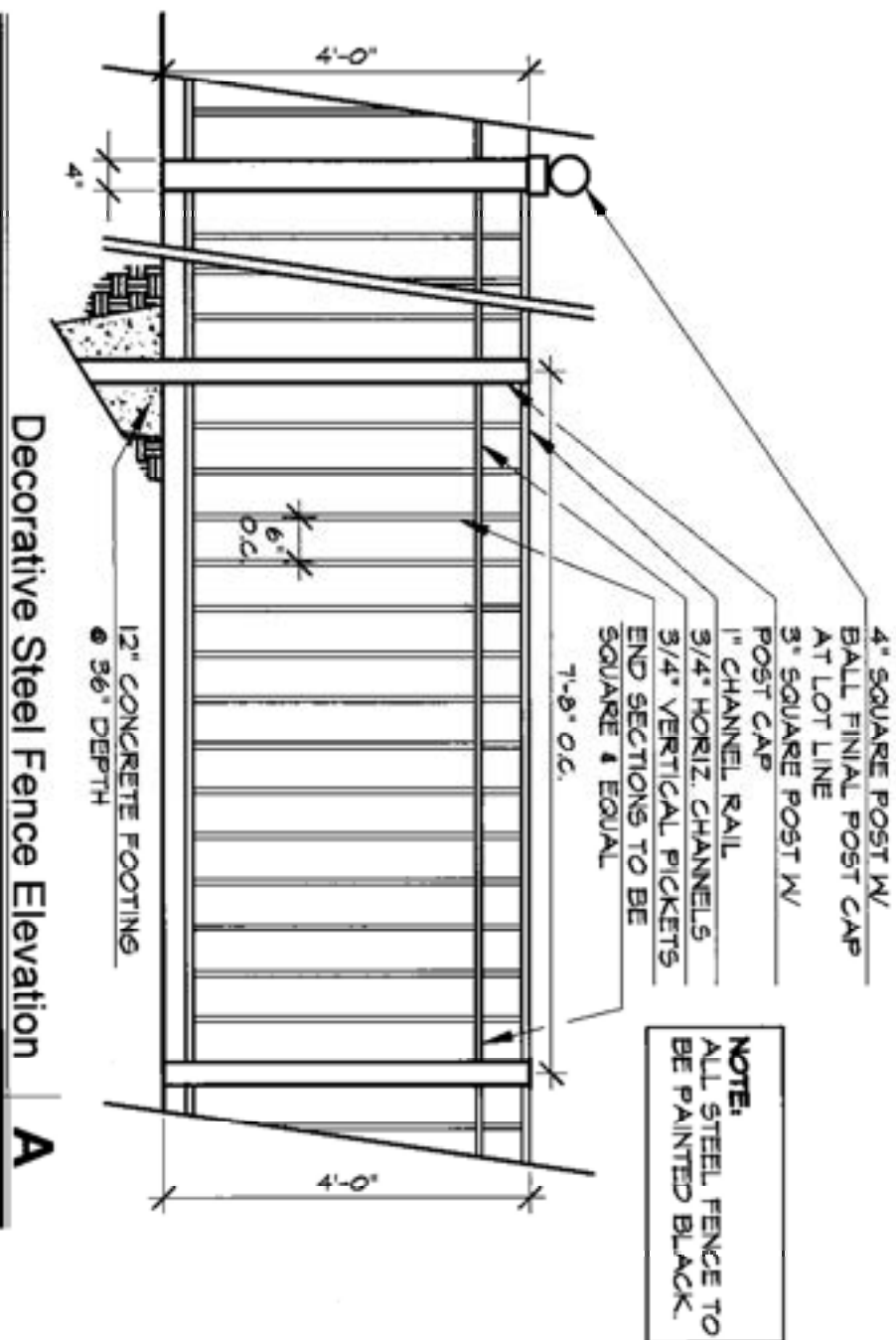


EXHIBIT 11: Phase 1C KNOXBRIDGE ROAD STREET TREE PLAN



Decorative Steel Fence Elevation

A

Scale: 1/2" = 1'-0"

EXH 13

DECORATIVE STEEL FENCE

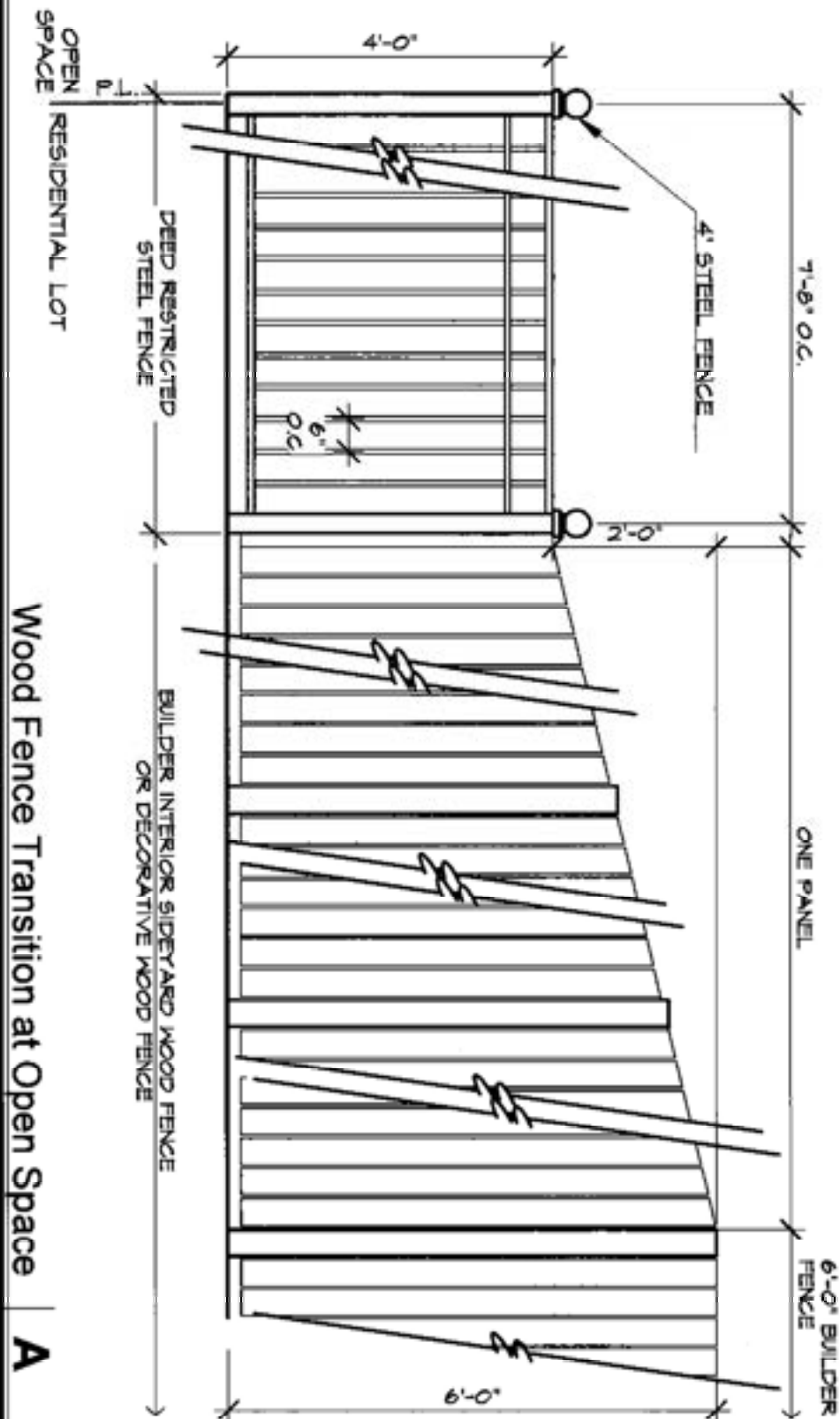
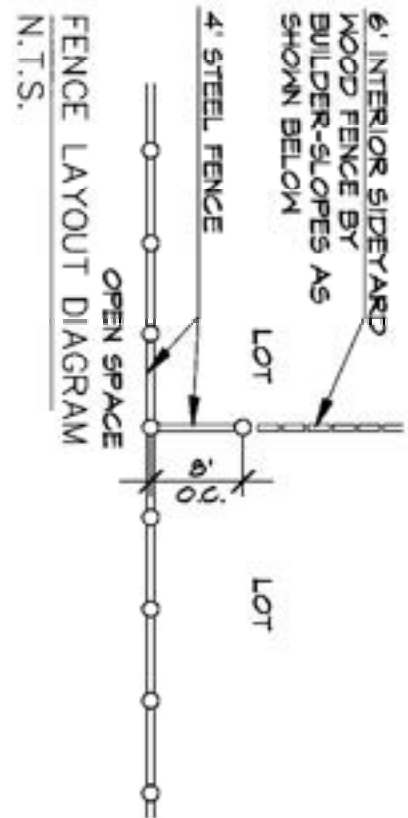
EXHIBIT 13

MESA

DEVONSHIRE

2001 N. Lamar Street, Suite 100
Dallas, TX 75202
214.871.0568
FAX 214.871.1507

Date 04/14/2016
Revision
Job No. 15058
Scale 1/2" = 1'-0"



WOOD FENCE TRANSITION AT OPEN SPACE

Wood Fence Transition at Open Space **A**

Scale: 1/2" = 1'-0"

EXH 14

Page 2B-16

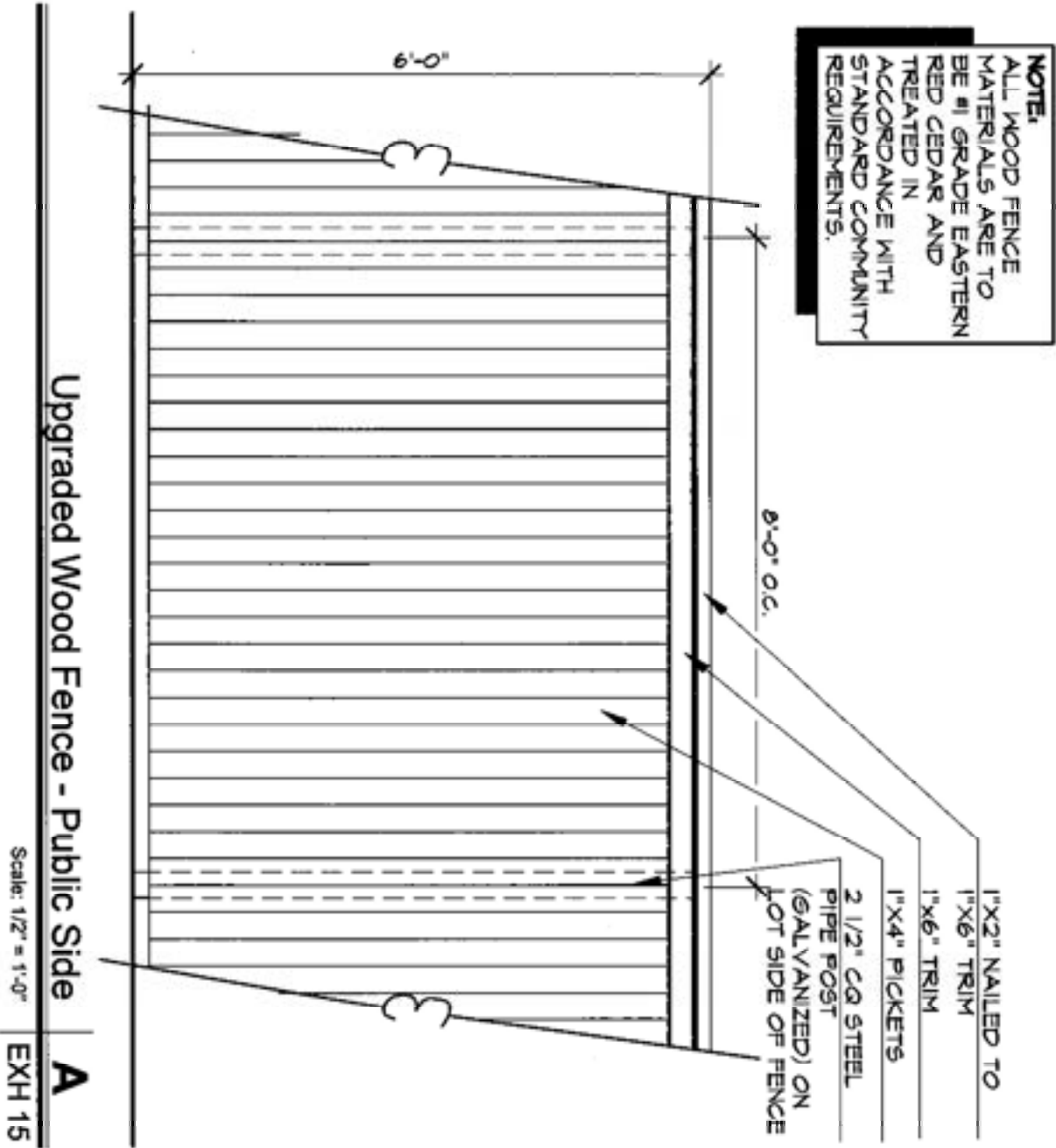


DEVONSHIRE

2001 N. Lamar Street, Suite 100
Dallas, TX 75202
214.871.0988
FAX 214.871.1507

EXHIBIT 14

Date 04/14/2016
Revision
Job No. 15058
Scale 1/2" = 1'-0"



UPGRADED WOOD FENCE

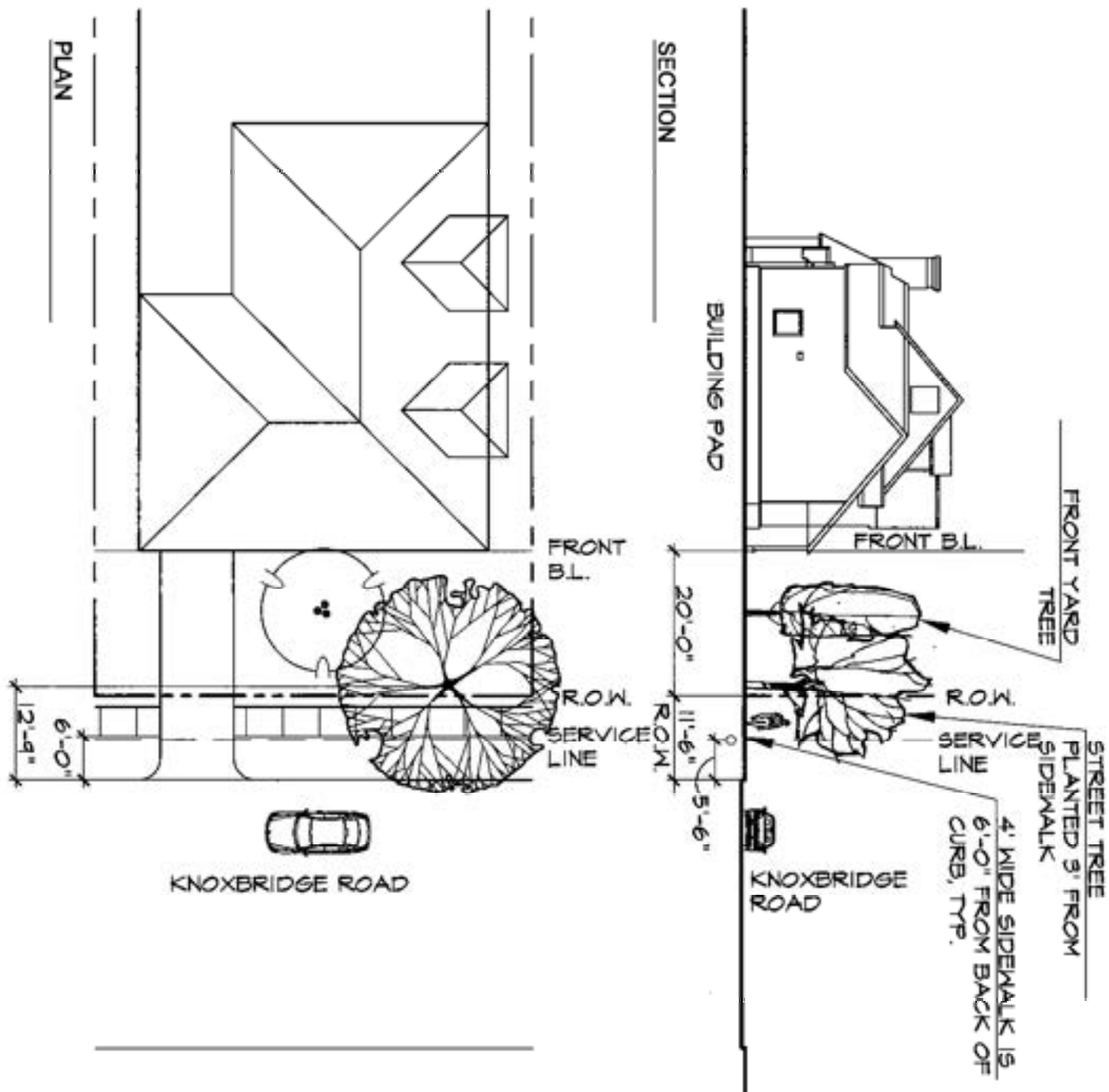


DEVONSHIRE

2001 N. Lamar Street, Suite 100
Dallas, TX 75202
214.871.0568
FAX 214.871.1907

EXHIBIT 15

Date 04/14/2016
Revision
Job No. 15058
Scale 1/2" = 1'-0"



KNOXBRIDGE ROAD SIDEWALK AND STREET TREE PLACEMENT

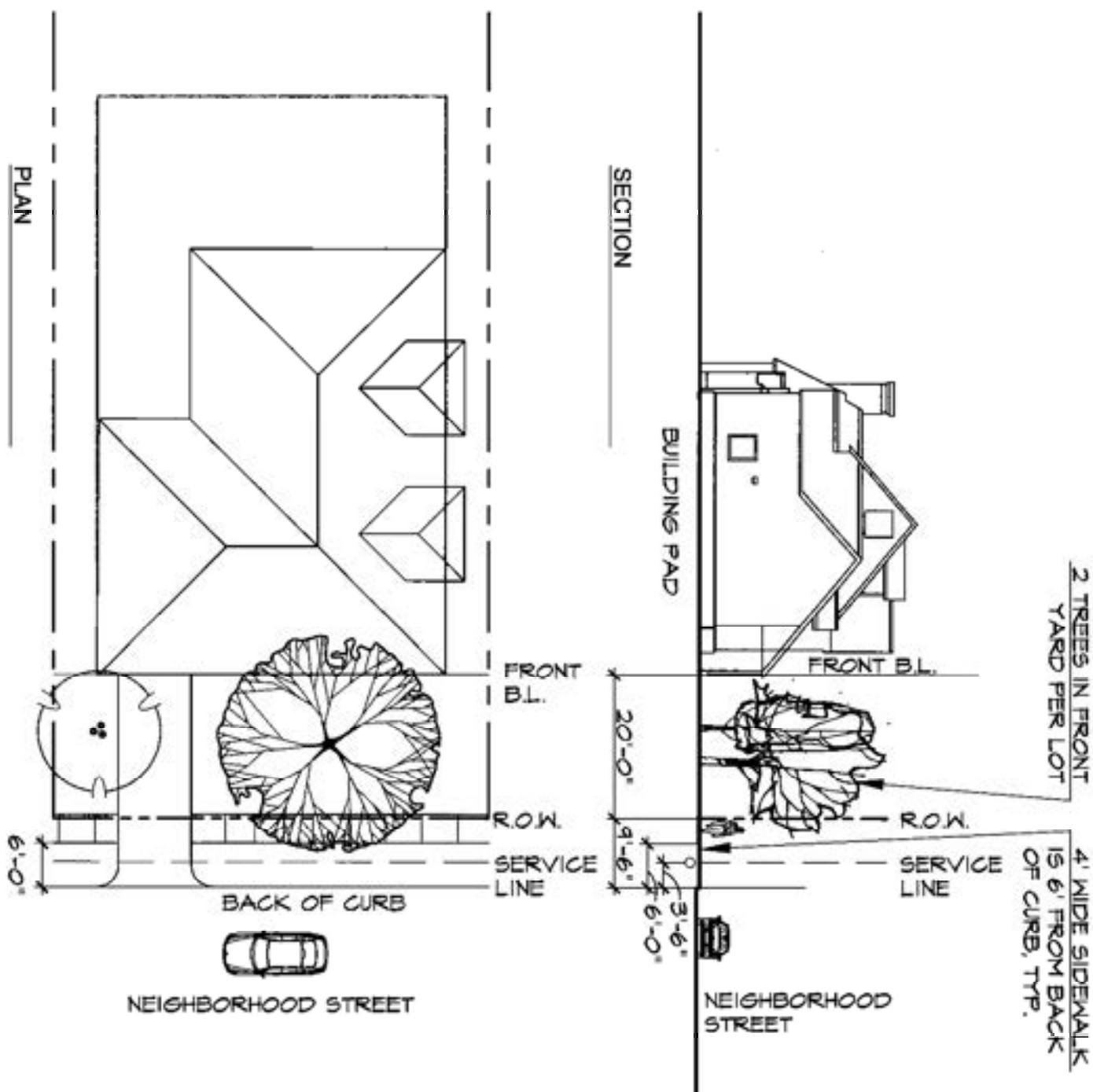
MESA

DEVONSHIRE

3001 N. Lamar Street, Suite 100
Dallas, TX 75202
214.871.0998
FAX 214.871.1987

EXHIBIT 16

Date: 04/14/2016
Revision:
Job No. 15058
Scale: 1" = 20'-0"



NEIGHBORHOOD STREETS SIDEWALK PLACEMENT

MESA

DEVONSHIRE

2001 N. Lamar Street, Suite 100
Dallas, TX 75202
214.871.0988
FAX 214.871.1907

EXHIBIT 17

Date 04/14/2016
Revision
Job No. 15058
Scale 1" = 20'-0"

#2016-0007479

Filed for Record in Kaufman County TX
04/22/2016 10:09:27 AM

AMENDMENT
TO THE FIRST
AMENDMENT
CONSTRUCTION,
FENCE & USE

2012-0006581

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2012-0006581

AMENDMENT

Party: HF RESIDENTIAL LP

Billable Pages: 2
Number of Pages: 3

| FILED AND RECORDED - REAL RECORDS | CLERKS COMMENTS |
|--------------------------------------|------------------------|
| On: 04/13/2012 at 02:34 PM | MAILBACK |
| Document Number: <u>2012-0006581</u> | AMENDMENT OF THE FIRST |
| Receipt No: <u>12-6641</u> | AMENDMENT TO COMMUNITY |
| Amount: \$ <u>20.00</u> | |
| Vol/Pg: <u>V:4111 P:420</u> | |



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me
and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Monique Hunter, Deputy

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

Record and Return To:
CHARLES W SPENCER & ASSOCIATES
7920 BELT LINE ROAD SUITE 935
DALLAS, TX 75254



**AMENDMENT OF THE FIRST AMENDMENT TO
COMMUNITY COVENANTS OF CONSTRUCTION, FENCE & USE RESTRICTIONS
DEVONSHIRE**

1.

OPENING RECITALS

A. **HF RESIDENTIAL LP**, a Texas limited partnership, is successor Community Declarant to **FORNEY 921 LOT DEVELOPMENT PARTNERS I, L.P.**, a Texas limited partnership, pursuant to that certain Appointment of New Community Declarant and Assignment of Rights recorded April 7, 2009, as Document No. 2009-00005883, Real Property Records, Kaufman County, Texas ("Community Declarant"). Devonshire is a residential development located in Kaufman County, Texas, which is subject to the Community Declaration of Covenants, Conditions & Restrictions for Devonshire, recorded May 5, 2008, as Document No. 2008-00008653 ("Community Declaration") and the Community Covenant of Construction, Fence & Use Restrictions, recorded May 5, 2009, as Document No. 2009-00008654, Real Property Records, Kaufman County, Texas ("Community Covenant").

B. **HF RESIDENTIAL LP** recorded that certain First Amendment to Community Covenant of Construction, Fence & Use Restrictions on September 2, 2009 as Document No. 2009-00014950 in the Real Property Records, Kaufman County, Texas ("First Amendment").

C. As provided by Appendix C to the Community Declaration and Article 4 of the Community Covenant, Community Declarant has the right to amend and restate the Community Covenant.

D. By recording this Amendment of the First Amendment, Community Declarant desires to amend, and does hereby amend, Exhibit "A" of the First Amendment and Construction Specifications for Devonshire, Section 1.A.6 as provided below.

II.

AMENDMENT

Community Covenant, Part I, Section 1.A.6 and Exhibit "A" of the First Amendment are hereby changed to provide that the air-conditioned living area of a house located on a "50 foot lot" shall be a minimum of 1,600 square feet and a maximum of 3,200 square feet.

III.

CLOSING RECITAL

Words and phrases defined in the Community Declaration and Community Covenant have the same meanings when used in this Amendment.

The terms of this Amendment shall control in event of a conflict with provisions in the Community Covenant or First amendment.

IV.

ACKNOWLEDGMENT

SIGNED AND ACKNOWLEDGED this ____ day of _____, 2012.

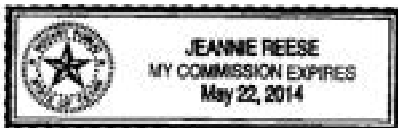
HF RESIDENTIAL LP, a Texas limited partnership

By: HF Residential GP LLC, a Texas limited liability company

By: *Jeff Williams*
Name: JEFF WILLIAMS
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 28 day of March, 2012 by Jeff Williams as Manager of HF Residential GP LLC, a Texas limited liability company, in its capacity as general partner of HF Residential LP, a Texas limited partnership.



Jeannie Reese
Notary Public, State of Texas

INST # 2012-0006581
Filed for record in Kaufman County
On: 4/13/12 at 2:34 PM

AMENDMENT OF THE FIRST AMENDMENT TO
COMMUNITY COVENANTS OF CONSTRUCTION,
FENCE AND USE RESTRICTIONS

**CONSTRUCTION,
FENCE & USE
RESTRICTIONS**

FIRST

AMENDMENT

2009-00014950

INST # 2009- 00014950

Dec- Blk- Vol- Pg-
00014950-08 3644-209-
Filed for Record in Kaufman County
on 02-20-2009 at 10:36A

**FIRST AMENDMENT TO COMMUNITY COVENANT OF
CONSTRUCTION, FENCE & USE RESTRICTIONS**

DEVONSHIRE

**I.
OPENING RECITALS**

A. **HF RESIDENTIAL LP**, a Texas limited partnership, is successor Community Declarant to **FORNEY 921 LOT DEVELOPMENT PARTNERS I, L.P.**, a Texas limited partnership, pursuant to that certain Appointment of New Community Declarant and Assignment of Rights recorded April 7, 2009, as Document No. 2009-00005883, Real Property Records, Kaufman County, Texas ("Community Declarant"). Devonshire is a residential development located in Kaufman County, Texas, which is subject to the Community Declaration of Covenants, Conditions & Restrictions for Devonshire, recorded May 5, 2008, as Document No. 2008-00008653 ("Community Declaration") and the Community Covenant of Construction, Fence & Use Restrictions, recorded May 5, 2009, as Document No. 2008-00008654, Real Property Records, Kaufman County, Texas ("Community Covenant").

B. As provided by Appendix C to the Community Declaration and Article 4 of the Community Covenant, Community Declarant has the right to amend and restate the Community Covenant. By recording this Amendment, Community Declarant desires to amend and fully restate certain parts of the Community Covenant and provide additions to the Community Covenant.

C. By recording this Amendment, Community Declarant desires to add and amend construction and landscape restrictions to the Community Covenant.

**II.
AMENDMENTS**

A. Community Covenant, Part 1, Section 1.A.6 and Part 3, Section 3.A.16, are hereby amended and fully restated with the paragraphs contained in Exhibit A attached hereto.

B. Community Covenant, Part 1, Sections 1.A.19 and 1.A.20 are hereby added by amendment pursuant to the paragraphs contained in Exhibit B attached hereto.

III.
CLOSING RECITALS

Words and phrases defined in the Community Declaration and Community Covenant have the same meanings when used in this Amendment.

This Amendment was prepared in the law offices of SettlePou, 3333 Lee Parkway, 8th Floor, Dallas, Texas 75219.

IV.
ACKNOWLEDGEMENT

SIGNED AND ACKNOWLEDGED this 1st day of September 2009.

HF RESIDENTIAL LP, a Texas limited partnership

By: HF Residential GP LLC, a Texas limited liability company

By: 
Jeff Williams, Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1st day of September, 2009 by Jeff Williams as Manager of HF Residential GP LLC, a Texas limited liability company, in its capacity as general partner of HF Residential LP, a Texas limited partnership.

My Commission Expires:

3-2-13


Notary Public, State of Texas

Nyjer Reese
(Print/Type Name of Notary)

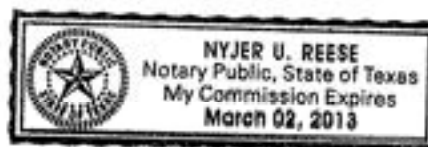


EXHIBIT "A"

Part 1, Construction Specifications for Devonshire, Section 1.A.6, is hereby amended and fully restated as follows:

1.A.6. HOUSES - SIZES . The principal improvement on a house lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer or Community Documents. In the absence of a written agreement regarding minimum or maximum house sizes, executed by the Architectural Reviewer or Community Declarant, which agreement need not be publicly recorded, the minimum and maximum house sizes for the 50 foot lots and the minimum house sizes for the remaining lots are shown below, based on typical lot sizes for a particular block or phase. Notwithstanding the below sizes, if a smaller-than-minimum sized house has been approved by the Architectural Reviewer, the same size and shape of house may be rebuilt on the lot in compliance with the Community Documents and subject to approval by the Architectural Reviewer for all aspects other than minimum size.

| APPROXIMATE WIDTH OF TYPICAL HOUSE LOT | AIR-CONDITIONED LIVING AREA OF THE HOUSE |
|--|---|
| 50 FEET ("50 foot lot") | 1,600 sq. ft. min. – 2,900 sq. ft. max. |
| 60 FEET ("60 foot lot") | 2,200 sq. ft. min |
| 75 FEET ("75 foot lot") | 2,500 sq. ft. min. |
| 100 FEET ("100 foot lot") | 3,500 sq. ft. min. |

(Exhibit A continues on next page)

Part 3, Basic Use Restrictions for Devonshire, Section 3.A.16 is hereby amended and fully restated as follows:

3.A.16. LANDSCAPING . No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization. The minimum landscaping requirements for the respective house lots are:

- 3.A.16.1. For each lot, a fully sodded and irrigated front, back, and side yard.
- 3.A.16.2. For each lot, a fully sodded and irrigated side yard on the street side of each corner lot.
- 3.A.16.3. For each lot, two (2) trees, each with a caliper of at least three (3) inches measured 48 inches above the root ball, must be planted in the front yard.
- 3.A.16.4. Shrubs and seasonal color for respective lots:
 - a. 50 foot lot. Twenty (20) shrubs in the front yard, as follows:
 - (1) Two (2) shrubs at least 4 feet tall
 - (2) Twelve (12) 3-gallon shrubs
 - (3) Six (6) 1-gallon shrubs
 - (4) Two (2) flats of seasonal color
 - b. 60 foot lot. Twenty-four (24) shrubs in the front yard, as follows:
 - (1) Two (2) shrubs at least 4 feet tall
 - (2) Fourteen (14) 3-gallon shrubs
 - (3) Eight (8) 1-gallon shrubs
 - (4) Two (2) flats of seasonal color
 - c. 75 foot lot. Twenty-eight (28) shrubs in the front yard, as follows:
 - (1) Two (2) shrubs at least 4 feet tall
 - (2) Sixteen (16) 3-gallon shrubs
 - (3) Ten (10) 1-gallon shrubs
 - (4) Three (3) flats of seasonal color
 - d. 100 foot lot. Thirty two (32) shrubs in the front yard, as follows:
 - (1) Four (4) shrubs at least 4 feet tall
 - (2) Eighteen (18) 3-gallon shrubs
 - (3) Ten (10) 1-gallon shrubs
 - (4) Four (4) flats of seasonal color

(End of Exhibit A)

EXHIBIT "B"

Part 1, Construction Specifications for Devonshire, Section 1.A.19 is hereby added by amendment as follows:

1.A.19. ANTI-REPETITION. A dwelling may not be constructed with the same elevation and floor plan as another dwelling within three (3) lots. A dwelling may not be constructed with a different elevation but same floor plan as another dwelling within two (2) lots.

Part 1, Construction Specifications for Devonshire, Section 1.A.20 is hereby added by amendment as follows:

1.A.20. BALCONIES. A second floor balcony is not permitted on any 50 foot lot whose rear lot-line abuts any part of the rear lot-line of another buildable lot.

(End of Exhibit B)

AFTER RECORDING, PLEASE RETURN TO:

Scott J. Conrad • SettlePou • Attorneys
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219

pdc\07-0587\hr\1st Amend Comm Cov.001

Inst # 2009- 00014950

Filed for Record in: Kaufman County
On: Sep 02, 2009 at 10:36A

Kaufman County
Honorable Laura Hughes
County Clerk
Kaufman, Texas 75142



70 2009 00014950

Instrument Number: 2009-00014950

Recorded On: September 02, 2009

As
Recordings

Parties: H F RESIDENTIAL LP

To PUBLIC

Billable Pages: 5

Number of Pages: 6

Comment: FIRST AMENDMENT RESTRICTI

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|-------|
| Recordings | 32.00 |
| Total Recording: | 32.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-00014950

Receipt Number: 121961

Recorded Date/Time: September 02, 2009 10:36:10A

Book-Vol/Pg: BK-OR VL-3644 PG-209

User / Station: C Ramirez - Cash Station #4

Record and Return To:

SCOTT J CONRAD SETTLE POU
3333 LEE PARKWAY EIGHT FLOOR
DALLAS TX 75219



THE STATE OF TEXAS
COUNTY OF KAUFMAN
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Kaufman County, Texas.

Laura A. Hughes
Laura Hughes, Kaufman County Clerk

CONSTRUCTION,
FENCE & USE
RESTRICTIONS
ORIGINAL

2008-00008654

DEVONSHIRE

**COMMUNITY COVENANT
OF
CONSTRUCTION, FENCE &
USE RESTRICTIONS**

Kaufman County, Texas

Community Declarant

Forney 921 Lot Development Partners I, L.P.

**DEVONSHIRE COMMUNITY COVENANT
OF
CONSTRUCTION, FENCE & USE RESTRICTIONS**

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DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.

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DURING THE DEVELOPMENT PERIOD, **APPENDIX C** OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.

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DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.

DEVONSHIRE

COMMUNITY COVENANT OF CONSTRUCTION, FENCE & USE RESTRICTIONS

This Devonshire Community Covenant of Construction, Fence & Use Restrictions (the "**Community Covenant**") is made by Forney 921 Lot Development Partners I, L.P., a Texas limited partnership ("**Community Declarant**"), on the date signed below. The real property made subject to this Community Covenant is described in Appendix A of the Community Declaration of Covenants, Conditions & Restrictions for Devonshire ("**Community Declaration**"), to be recorded contemporaneously with this Community Covenant, as amended or supplemented from time to time. All of the real property described in Appendix A of the Community Declaration, together with any improvements thereon, is owned either by Community Declarant or by an owner who joins in this Community Covenant by written consent attached hereto in Part 4.

Community Declarant DECLARES that the property described in Appendix A of the Community Declaration, and any additional property made subject to the Community Declaration, will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, and restrictions of this Community Covenant, which run with the real property and bind all parties having or acquiring any right, title, or interest in any part of the property, their heirs, successors, and assigns, and inure to the benefit of each owner of any part of the Property.

ARTICLE 1 DEFINITIONS

Words and phrases defined in the Community Declaration have the same meanings when used in this Community Covenant. Additionally, the following words and phrases, whether or not capitalized, have specified meanings when used in this Community Covenant, unless a different meaning is apparent from the context in which the word or phrase is used.

- 1.1. "**Approved Builder**" and "**Builder**" are defined in Appendix C of the Community Declaration.
- 1.2. "**Builder Guidelines**" is the generic term that applies to construction specifications, landscape specifications, and architectural criteria adopted by Community Declarant for use by Builders in Devonshire, typically agreed to by Approved Builders in connection with lot purchase agreements. Builder Guidelines are specifically contained in this Community Covenant and builders are subject to the Community Documents.
- 1.3. "**Community Covenant**" means this Devonshire Community Covenant of Construction, Fence & Use Restrictions, as amended, supplemented, or restated from time to time. This Community Covenant is a Community Document of Devonshire, to be publicly recorded.
- 1.4. "**Perimeter Lot**" means a house lot with a lot boundary on, along, adjoining, or near and parallel to a street, road, or highway or right-of-way that is part of the perimeter (outer border) of Devonshire. Because of the visibility, Perimeter Lots may be subject to additional or different restrictions.

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.

ARTICLE 2 OVERVIEW

2.1. **PURPOSE.** The primary purpose of this Community Covenant is to guide original construction during the Development Period, modifications of existing homes, reconstructions on lots after the initial build-out of Devonshire, and the construction of new homes on vacant lots, if any, at the end of the Development Period.

2.2. **APPLICABILITY.** The "Single Family Basic" specifications attached hereto apply to the initial Neighborhoods in Devonshire, as identified in Appendix B of the Community Declaration, and may or may not apply - in whole or in part - to subsequent Neighborhoods of Devonshire. In the absence of a different designation, the "Single Family Basic" specifications apply to every home in Devonshire.

2.3. **SUPPLEMENTATION.** Community Declarant may supplement this Community Covenant with additional construction, fence, or use specifications for other portions of Devonshire, or may require "Single Family Basic" or different specifications in Neighborhood Restrictions to which a particular Neighborhood is subject. The Single Family Basic specifications may not be construed to apply to a Neighborhood that is specifically exempted from the Single Family Basic specifications, in whole or in part.

2.4. **COMPLIANCE.** All improvements on a house lot must (1) comply with any applicable public ordinances and codes, (2) have a building permit issued by a governmental entity, if applicable and if the type of improvement requires a permit, (3) comply with the applicable portions of this Community Covenant, and (4) have the Architectural Reviewer's prior written approval. These 4 requirements are independent - one does not ensure or eliminate the need for another. The lot owner and/or owner's contractor must comply with all 4 requirements.

2.5. **VARIANCE.** Any improvement that is constructed or installed without complying with the terms of this Exhibit violates this Community Covenant unless the Architectural Reviewer gives prior written approval for a variance. In case of a conflict or discrepancy between this Exhibit and the construction specifications and plan approvals negotiated between the Community Declarant and a Builder, the negotiated construction specifications and plan approvals will control and will be deemed to be a variance approved by the Architectural Reviewer. The burden is on the Builder to document the Community Declarant's approval of the variance.

ARTICLE 3 APPROVED BUILDERS

3.1. **APPROVED BUILDERS ONLY.** The status of "Approved Builder" is not permanent attribute. From time to time, Community Declarant may modify its designation of Approved Builders, or change qualifications for being an Approved Builder. An Approved Builder continues to be an Approved Builder until Community Declarant provides the Approved Builder with written notice of the termination of that status. All initial improvements on a lot, including the principal dwelling, must be constructed by an Approved Builder, who is approved by Community Declarant at the time construction of the improvement commences on a lot, or who was an Approved Builder during the 90 days immediately prior to commencement of construction.

3.2. **BUILDER GUIDELINES.** By acquiring a lot or an interest in a lot during the Development Period, each Approved Builder agrees to be bound by this Community Covenant and the Community Documents as a whole, which are the Builder Guidelines. This Section may not be construed to require uniform Builder

**DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.**

Guidelines for all of Devonshire as Community Declarant may adopt different Builder Guidelines for certain lots, for certain housing products, or for certain Approved Builders.

3.3. **APPROVAL OF BUILDER PLANS.** During the Development Period, a Builder must submit construction plans, elevations, and landscape plans to Community Declarant for approval by the Architectural Reviewer.

3.3.1. **Deemed Compliance.** Plans and specifications that are approved by Community Declarant for use by a Builder are deemed to be in compliance with this Community Covenant, and are deemed to have been granted a waiver by the Architectural Reviewer for any aspect of an improvement that appears to be inconsistent with this Community Covenant.

3.3.2. **Pre-Approval.** Plans and specifications may be submitted by Builder and approved by the Architectural Reviewer prior to Builder's purchase of lots in Devonshire. Homes may be constructed by Builder in accordance with pre-approved plans and specifications, without re-submitting plans on a lot by lot basis as the houses are constructed and landscaped, subject to the following "Substantial Change" subsection.

3.3.3. **Substantial Deviation.** Builder must apply to the Architectural Reviewer for approval of any substantial modification to or variation from an approved or pre-approved plan. Examples of substantial deviation include (1) reversing a garage from rear entry to front entry, or vice versa, (2) reducing or increasing the size of the dwelling by more than 15 percent, (3) reducing the amount of masonry exterior material by more than 10 percent, (4) changing the style of the front elevation, such as from Cape Cod to Spanish, and (5) replacing a garage with a porte cochere or carport. Builder may presume that its request for a deviation has been approved by the Architectural Reviewer if Builder has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within 45 calendar days after delivering his complete application for approval of a deviation to the Architectural Reviewer.

ARTICLE 4 AMENDMENTS

4.1. **ADDITIONS OR CHANGES TO PARTS.** This Community Covenant compiles several guidelines or specifications, identified by "Parts". This document may be changed by (1) amending and restating the entire document, (2) amending and restating an exhibit or a part of the document, or (3) by supplementing this document with additional guidelines or specifications.

4.2. **CONSENTS REQUIRED.** During the Development Period, this Community Covenant may be amended, supplemented, or restated only by Community Declarant. After the Development Period, amendments (including supplements and restatements) of this Community Covenant must be approved by at least a majority of the directors of the Community Association, and (1) by owners of at least a majority of the lots that participate, in person or by proxy, at a properly called meeting of the Community Association at which a quorum is present, or (2) by owners of at least a majority of the total lots in Devonshire if balloting is by any method other than a meeting. Approval of owners does not require that the amendment be signed by the consenting owners, or that consents be executed and acknowledged by the approving owners.

4.3. **EFFECTIVE.** To be effective, an amendment of this Community Covenant must be in the form of a written instrument that complies with the following requirements:

**DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.**

- a. The amendment must reference the name of the Property, the name and recording data of the Community Declaration, and the name and recording data of this Community Covenant and any amendments hereto.
- b. The amendment must be signed and acknowledged by Community Declarant during the Development Period, and - after the Development Period - by an officer of the Community Association, certifying the requisite approval of owners and directors.
- c. The amendment must be recorded in the Real Property Records of Kaufman County, Texas.

4.4. OWNER APPROVAL. After the Development Period, this Community Covenant may be amended by any voting or balloting method selected by the board, pursuant to the Community Documents, provided the method gives or makes available to an owner of each lot the substance if not exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

4.5. COMMUNITY DECLARANT APPROVAL. Community Declarant has an exclusive right to unilaterally amend this Community Covenant during the Development Period. An amendment that may be executed by Community Declarant alone is not required to name the Community Association or to be signed by an officer of the Community Association. No amendment may affect Community Declarant's rights under this Community Covenant without Community Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Community Declarant's written and acknowledged consent.

ARTICLE 5

GENERAL PROVISIONS

5.1. COMPLIANCE. The owners hereby covenant and agree that the construction, improvement, appearance, and use of Devonshire will be in accordance with the provisions of this Community Covenant, in addition to the other Community Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over Devonshire.

5.2. CONFLICT. This Community Covenant is subordinate to federal and state law, and local ordinances. This Community Covenant is also subordinate to the Community Declaration.

5.3. NOTICE. Any demand or written notice required or permitted by this Community Covenant may be sent by electronic, ordinary, or certified mail, postage prepaid, or by any other method or combination of methods permitted or required by applicable law. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Community Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Community Association at the time of transmission. If an owner fails to give the Community Association an effective address, the notice may be sent to the address of the owner's lot. If the Community Association properly transmits the notice, the owner is deemed to have been given notice whether or not he actually receives it.

5.4. SEVERABILITY. Invalidation of any provision of this Community Covenant by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.

5.5. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Community Covenant run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

5.6. PREPARER. This Community Covenant was prepared in the law offices of SettlePou, 3333 Lee Parkway, Eighth Floor, Dallas, Texas 75219.

5.7. PARTS. The following parts are attached to this Community Covenant and incorporated herein by reference:

PART 1 - CONSTRUCTION RESTRICTIONS
PART 2 - FENCE RESTRICTIONS
PART 3 - USE RESTRICTIONS
PART 4 - CONSENTS

(Executed on next page.)

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.

SIGNED AND ACKNOWLEDGED

SIGNED on this 1st day of May 2008.

FORNEY 921 LOT DEVELOPMENT PARTNERS I, L.P., a
Texas limited partnership

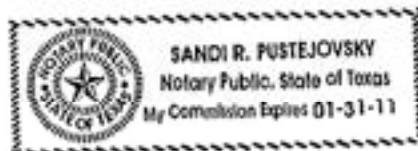
By: HPC FORNEY GP PARTNERS, LTD., a Texas limited
partnership, its general partner

By: HANOVER SERVICES GROUP, INC., a Texas
corporation, its general partner

By: Michael N. Maberry
Michael N. Maberry, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of May 2008 by Michael N. Maberry, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of HPC Forney GP Partners, Ltd., a Texas limited partnership, on behalf of such limited partnership in its capacity as its general partner of Forney 921 Lot Development Partners I, L.P., a Texas limited partnership, on behalf of such limited partnership.



Sandi R. Pustejovsky
Notary Public, The State of Texas

DURING THE DEVELOPMENT PERIOD, **APPENDIX C** OF THE COMMUNITY DECLARATION
HAS PRIORITY OVER THIS COMMUNITY COVENANT.

PART 1

CONSTRUCTION

SPECIFICATIONS

FOR

DEVONSHIRE

PART 1 - EXHIBIT A
SINGLE FAMILY BASIC CONSTRUCTION SPECIFICATIONS FOR DEVONSHIRE

1.A.1. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, light fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

1.A.2. AIR CONDITIONERS. Air conditioning equipment may not be installed in the front yard of a house. If installed on a side yard, the equipment must be screened from the street with either a wood privacy fence or 3-gallon shrubs. Window units are prohibited except on portions of a house that are screened by privacy fencing.

1.A.3. CARPORTS. No carport may be installed, constructed, or maintained on the front of any lot or dwelling, with or without approval of the Architectural Reviewer. No carport may be installed, constructed, or maintained on any other portion of a lot without the Architectural Reviewer's prior written consent. In other words, all carports require the written approval of the Architectural Reviewer, and carports on the front sides or front yards of dwellings are expressly prohibited and may not be authorized.

1.A.4. CHIMNEYS. Chimneys constructed on an exterior wall of the dwelling must be constructed of masonry which is consistent with the exterior wall material of the dwelling. No chimney may be constructed without the Architectural Reviewer's prior written consent.

1.A.5. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. Generally, at least 80 percent of the dwelling's total exterior area, minus windows and doors, must be masonry, provided that the 100 percent of the dwelling's front facade must be masonry where structurally possible.

1.A.6. HOUSES - SIZES. The principal improvement on a house lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer. In the absence of a written agreement regarding minimum or maximum house sizes, executed by the Architectural Reviewer or Community Declarant, which agreement need not be publicly recorded, the minimum house sizes are shown below, based on typical lot sizes for a particular block or phase. Notwithstanding the below minimum sizes, if a smaller-than-minimum sized house has been approved by the Architectural Reviewer, the same size and shape of house may be rebuilt on the lot, subject to approval by the Architectural Reviewer for all aspects other than minimum size.

| APPROXIMATE WIDTH OF TYPICAL HOUSE LOT | MINIMUM AIR-CONDITIONED LIVING AREA OF THE HOUSE |
|--|---|
| 50 FEET | 1,800 sq. ft. |
| 60 FEET | 2,200 sq. ft. |
| 75 FEET | 2,500 sq. ft. |
| 100 FEET | 3,500 sq. ft. |

1.A.7. MAILBOXES. Each lot Improved with a home must have a curbside mailbox. To the extent possible, two homes will be served by a single two-home mailbox (2 mailboxes on a single pole, post, or pedestal), located on or near their shared boundary. The Architectural Reviewer may require a uniform size and style of mailbox and pole, post, or pedestal for all homes in a Neighborhood. The Architectural Reviewer may publish mailbox details for Devonshire as a whole, or for specific Neighborhoods, in which case the mailbox details control over the requirements of this Section.

1.A.8. MASONRY. For purposes of this Exhibit, the following materials qualify as masonry: conventional brick and brick veneer, stone and stone veneer, glass block or glass brick, and lathed cement stucco. The following materials do not qualify as masonry for purposes of this Exhibit, subject to the right of the Architectural Reviewer to grant a variance on a case by case basis: synthetic or sprayed stucco, pressed or poured concrete forms, concrete block, and cement fiber board products, such as HardiPlank siding.

1.A.9. NEW CONSTRUCTION. The dwelling must be constructed on the lot. A dwelling or addition constructed elsewhere may not be moved onto a lot. Factory-built homes are not permitted, even though assembled or finished on the lot. However, components of houses (such as roof trusses) may be manufactured off-site.

1.A.10. ROOFS. The following minimum roof specifications apply, subject to the right of the Architectural Reviewer to permit or require other slopes, weights, materials, and colors.

1.A.10.1. Roof Pitch. No flat roofs are allowed as a major structural element. Roofs must be pitched. The minimum roof pitches are as follows:

- a. 6:12 slope for the rear of the house.
- b. 8:12 slope for the front and sides of the house. (The Architectural reviewer may approve a minimum 6:12 front and side roof pitch).
- c. 6:12 slope for porch roofs. (The Architectural Reviewer may approve a minimum 4:12 porch roof pitch).

1.A.10.2. Roof Material. Roofs must be covered with material of a 240 lb./square and having a manufacturer's warranty of at least 25 years. The use of composition shingles is permitted, however three tab shingles are not permitted. The color of roofing material must be weathered wood or an equivalent earth tone color. An alternative type or color of roofing material may be approved by the Architectural Reviewer.

1.A.10.3. Roof Accessories. Plumbing stacks and HVAC vents must be positioned behind the ridgeline of the roof (not facing street), and must be painted to match roofing colors. Exposed flashing, downspouts, and attachment straps must be painted to blend with adjacent materials.

1.A.11. SIDING & TRIM. Where siding is permitted, siding must be a cementitious fiberboard, such as Hardiplank. Wood siding may be used with the Architectural Reviewer's prior approval. Aluminum siding and vinyl siding are not permitted. Siding and trim must be painted in neutral colors.

1.A.12. SKYLIGHTS. No skylights are permitted on front slopes of pitched roofs. On other portions of the roof, flat skylights are preferred on exposed slopes. Bubble or pyramidal skylights will be considered on concealed small flat roofs or roof areas hidden from general view. Skylight panels should be of a smoke or bronze color, not white.

1.A.13. SOLAR INSTALLATIONS. Solar installations on homes are permitted, subject to this Section. Portions of a solar installation that are visible from a street or common area may not be mirror-like or made of reflective material and must be integrated with the building architecture, as determined by the Architectural Reviewer in its sole discretion. As a general rule, "integration" requires that an installation (1) be colored to match or complement the portion of the home to which the installation is most closely identified, (2) does not significantly change the overall appearance of the home, and (3) have the caliber of a professional installation. A solar installation must be maintained by the owner in a good condition and attractive appearance.

1.A.14. SPRINKLER SYSTEMS. Each lot improved with a home must have a sprinkler system installed to water the yard. The Architectural Reviewer may require certain water coverage of a yard at its discretion.

1.A.15. SUBDIVISION OF LOTS. No house lot may be subdivided. One or more house lots may be replatted with the approval of (1) the Community Association acting through its board of directors, (2) owners of all house lots directly affected by the replatting, and (3) the platting authority. The owners executing the replat will provide a copy of the recorded replat to the Community Association. Replatting of house lots may not alter the number of votes and assessments allocated to the lots as originally platted. If replatting reduces the number of lots by combining lots, the joined lot will have the votes and assessments allocated to the lots as originally platted.

1.A.16. TIMING. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the lot. Once started, the dwelling and all improvements on the lot must be completed with due diligence.

1.A.17. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by the MUD or a public utility; (2) elevated or surface lines or equipment installed by Community Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring lots.

1.A.18. WELLS & SEPTIC TANKS. Each lot will use the Property-wide water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

(End of Exhibit A of Part 1)

PART 2

FENCE & WALL

SPECIFICATIONS

FOR

DEVONSHIRE

PART 2 - EXHIBIT A
BASIC FENCE & WALL SPECIFICATIONS FOR DEVONSHIRE

2.A.1. INTRODUCTION. Collectively, fences, screening walls, and retaining walls create the "face" of the neighborhood from certain directions. Although each owner is solely responsible for the fencing on his lot, a portion of his fence or wall may serve as a segment in the continuous border around the Property or along a stretch of roadway or common area. The primary purpose of these Basic Fence & Wall Specifications is to guide the construction of fences, screening walls, and retaining walls by Builders other than Community Declarant and its affiliates, to guide reconstructions after the Initial build-out of Devonshire, and to guide the maintenance of fences and walls.

2.A.1.1. Applicability. These Basic Fence & Wall Specifications apply to every lot in Devonshire unless the lot is in a Neighborhood that is expressly subject to different fence specifications, or the lot is subject to a location-specific fence requirement.

2.A.1.2. Architectural Reviewer. These Basic Fence & Wall Specifications are subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences and walls. If a fence or wall is installed or modified in violation of the published specifications that apply to the fence or wall, the Architectural Reviewer reserves the right to determine that the fence or wall is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to modify it or to remove and replace it. Because the value of uniformity may not be apparent when a small number of variances are granted or a small number of violations are ignored, this Exhibit controls over specific approvals and authorizations granted by the Architectural Reviewer to individual owners over time, and also controls over violations that have been tolerated for long periods of time.

2.A.1.3. Fencing Plan. On the date of this Community Covenant, Community Declarant has specified a system of fencing in a document titled "Interior Screening and Fence Standards Plan," which is attached hereto as Exhibit B.

| |
|--|
| GOOD FENCES MAKE GOOD NEIGHBORS |
|--|

2.A.2. FENCE SPECIFICATIONS. The attached "Interior Screening and Fence Standards Plan" contains most of the specifications for fencing Devonshire.

2.A.2.1. Height & Location. Fences may not be constructed between a dwelling's front building line and the street. Unless a different type of fence is specified or approved for a lot, fences in Devonshire must be wood privacy fences between 6 and 8 feet in height, with the finish side facing streets, alleys, and common areas in the Property. Notwithstanding the Fence Standards Plan attached hereto, the Architectural Reviewer may adopt specific height and location requirements for certain lots and uses. Generally, the Architectural Reviewer may approve fence heights as low as 4 feet or as tall as 10 feet.

2.A.2.2. Transitions. See the attached Fence Standards Plan for requirements for fences that adjoin or connect and that require a transition of height or material.

2.A.2.3. Finish Side. Some fences are constructed in ways that both sides are equally attractive. This subsection pertains to fences for which the two sides are not equal - one side being the "good side", the other side being the "back side" with exposed supporting posts and rails. For

purposes of this Exhibit and for use in Devonshire, "finish side" refers to the more attractive side - the "good" side of a fence. The Architectural Reviewer may require that new or replacement fences visible from a street, a common area, or a neighboring development, public park, school site, or undeveloped tract of land have a "finish side" appearance on the outward face of the fence. To illustrate, a fence designed with exposed structural posts and rails must have the posts and rails facing inwards - towards the house, if so required by the Architectural Reviewer.

2.A.2.4. Permitted Materials. Fences must be made of masonry, cedar, metal such as tubular steel or wrought iron, or other Architectural Reviewer-approved material. Retaining walls must be constructed entirely with stone or other Architectural Reviewer-approved materials. Further detail is provided in the attached Fence Standards Plan.

2.A.2.5. Prohibited Materials. Barbed wire and chain link fencing are prohibited. Barbed wire and chain link are not included within the meaning of "iron," "metal," or "steel" fence materials or components if those terms are used and permitted in the Community Documents.

2.A.2.6. Fence Treatments - Stain. This Subsection is subject to the following "Uniformity" provision and may not be construed to require the Community Association to stain or seal wood fences on owners' lots, unless otherwise noted in this Community Covenant. A wood fence in Devonshire:

- a. May not be painted.
- b. May not be stained with a stain that cures to a solid or opaque color.
- c. May not be stained to alter the fence color from a natural wood color.
- d. May not be stained with a stain approved by the Architectural Reviewer, which has been altered, such as by thinning.
- e. If stained, must be stained with a color that has been approved by the Architectural Reviewer. On the date of this Community Covenant, only the following product is approved for use in Devonshire:

BRAND: Wood Defender Sem-Transparent Stain by Standard Paints, Inc.
COLOR: Rustic Oak

2.A.2.7. Uniformity. Notwithstanding anything to the contrary in any instrument pertaining to the Property or elsewhere in this Community Covenant, even in this Exhibit, the Architectural Reviewer may require that all fences along a particular stretch within the Property, such as along or visible from a road or common area, be uniform in height, color, material, and appearance, including use of a particular sealant or stain. Further, the Architectural Reviewer may require certain treatments for transitions between fences and at changes in grade or elevation.

2.A.3. BUILDER FENCES. During the Development Period, Community Declarant, as the Architectural Reviewer, may authorize variations of this Exhibit's requirements for fences constructed by Builders.

2.A.4. FENCES ALONG CERTAIN STREETS. The Community Declarant reserves the right for itself and for the Architectural Reviewer to establish detailed specifications for fences on or along side and rear property lines of lots along designated perimeter, arterial, thoroughfare and collector streets of the Property.

2.A.5. MAINTENANCE OF FENCES. Maintenance of Devonshire is addressed in Article 12 of the Community Declaration. This Section is intended to expand the provisions of Article 12 of the Community Declaration, and does replace its requirements for fences.

2.A.5.1. General Rule. As a general rule, the Community Association maintains and replaces, as needed and as a common expense, fences and walls on common areas, and between Devonshire and any public school site. The owner generally maintains and replaces, as needed and at the owner's sole expense, fences and walls on the owner's lot. The following subsections are specific exceptions to these general rules.

2.A.5.2. Along Public School Site. The Community Association will maintain and replace, as needed, the fences and walls, if any, between Devonshire and any public school site that is within or adjoins Devonshire.

2.A.5.3. Along Most Common Areas. The Community Association will maintain and replace, as needed, the fences and walls within common areas of Devonshire, and between common areas and house lots.

2.A.5.4. Along Narrow Common Areas Between Lots. This subsection applies to narrow common areas between two house lots, flanked on each side by the sideyard fencing of the adjoining home. The owner of each lot that flanks the common area, not the Community Association, will maintain the fence or wall on his lot, at the owner's sole expense. Community Declarant reserves the right for itself and for the Architectural Reviewer to publish detailed specifications for fences and walls on or along the sides of lots that abut common area within the Property.

2.A.5.5. On Thoroughfare Lots. This subsection applies only to lots that front on a major thoroughfare of Devonshire, as designated by Community Declarant. The Community Association will maintain, as needed and as a common expense, the outside of any fence or wall the faces the designated thoroughfare. On the date of this Community Covenant, Community Declarant has designated only Devonshire Boulevard as a "thoroughfare" for the purpose of this subsection. Community Declarant reserves the right for itself and for the Architectural Reviewer to designate additional streets as "thoroughfares" for this purposes.

2.A.6. CHANGES BY OWNER. All changes to a lot must be approved by the Architectural Reviewer. In repairing or replacing a fence or wall that is original to the lot or which had been approved by the Architectural Reviewer, the owner may perform the maintenance or replacement without Architectural Reviewer approval, in order to preserve the original or approved fence or wall. Any deviation from what had been original or previously approved requires the prior written approval of the Architectural Reviewer. Because an owner may not be knowledgeable about the origins and history of his fence or wall, an owner would be prudent to submit his proposed fence plan to the Architectural Reviewer, who may not deny a request for preservation or identical replacement of the original or approved fence or wall.

EXHIBIT B

COMMUNITY INTERIOR SCREENING AND FENCE STANDARDS PLAN

revised 28 MARCH 2008

DEVONSHIRE RESIDENTIAL ASSOCIATION

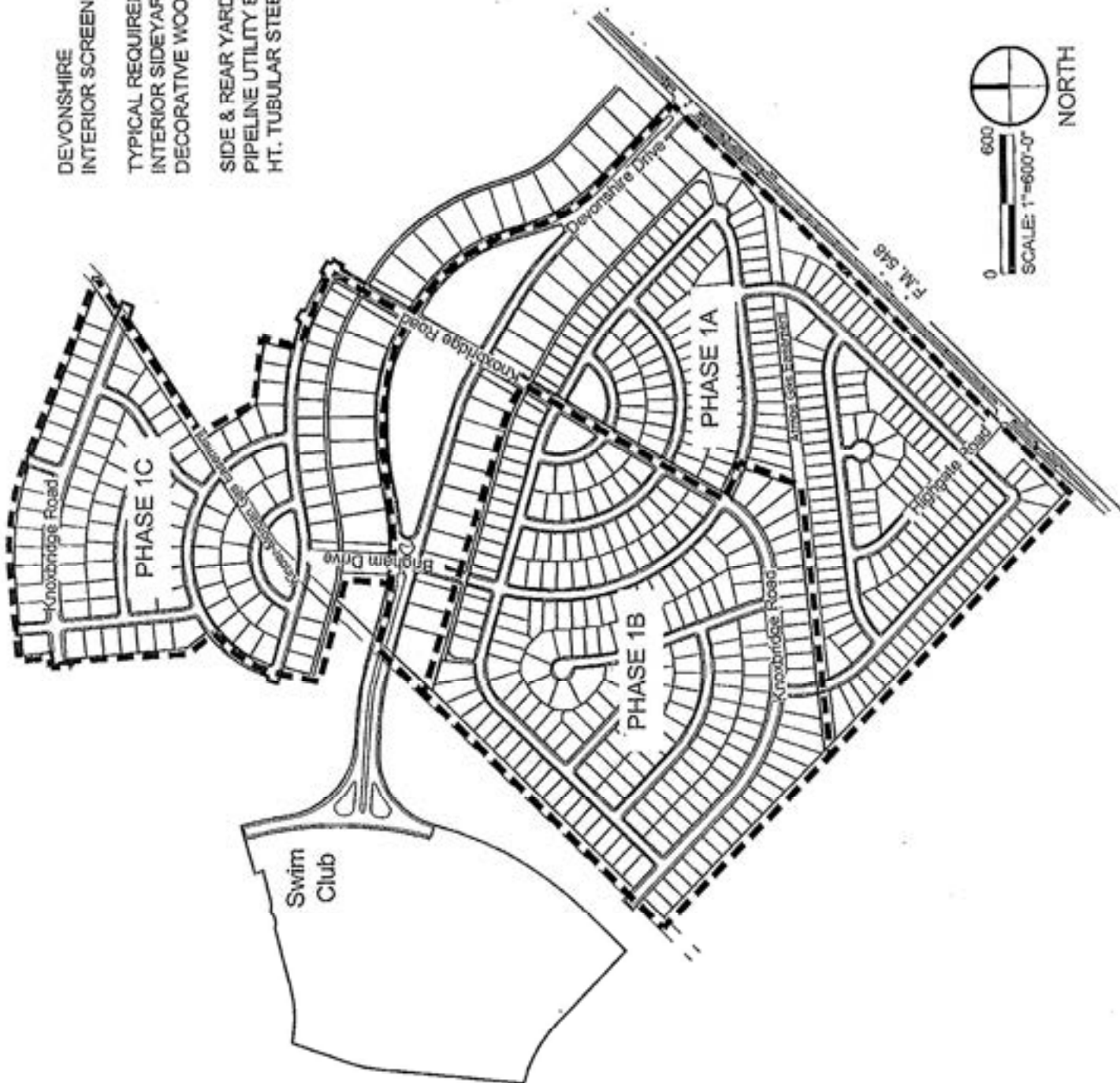
5950 BERKSHIRE LANE
SUITE 1200
DALLAS, TEXAS 75225
214.445.2208

KEYMAP

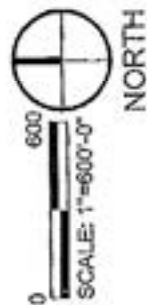
- EXHIBIT 1: REQUIRED FENCING CONDITIONS - GENERAL OVERVIEW
- EXHIBIT 2: TYPICAL FENCING: STANDARD LOT & BLOCK CONFIGURATION
- EXHIBIT 3: TYPICAL FENCING: SIDE YARD TO FRONT YARD CONNECTION
- EXHIBIT 4: TYPICAL FENCING: UNUSUAL LOTTING CONFIGURATION / CONNECTIONS
- EXHIBIT 5: TYPICAL FENCING: OPEN SPACE LOT
- EXHIBIT 6: PHASE 1A INTERIOR SCREENING PLAN
- EXHIBIT 7: PHASE 1B INTERIOR SCREENING PLAN
- EXHIBIT 8: PHASE 1C INTERIOR SCREENING PLAN
- EXHIBIT 9: PHASE 1B KNOXBRIDGE ROAD STREET TREE PLAN
- EXHIBIT 10: PHASE 1C KNOXBRIDGE ROAD STREET TREE PLAN
- EXHIBIT 11: DECORATIVE WOOD FENCE
- EXHIBIT 12: DECORATIVE STEEL FENCE
- EXHIBIT 13: WOOD FENCE TRANSITION @ OPEN SPACE
- EXHIBIT 14: UPGRADED WOOD FENCE
- EXHIBIT 15: KNOXBRIDGE ROAD SIDEWALK AND STREET TREE PLACEMENT
- EXHIBIT 16: NEIGHBORHOOD STREETS SIDEWALK PLACEMENT



1807 Ross Avenue
Suite 330
Dallas, Texas 75201
or 214.871.0568 f: 214.871.1809



DEVONSHIRE
 INTERIOR SCREENING PLAN
 TYPICAL REQUIREMENTS
 INTERIOR SIDEYARDS: 6' HT.
 DECORATIVE WOOD FENCE
 SIDE & REAR YARDS ADJACENT
 PIPELINE UTILITY EASEMENT: 4'
 HT. TUBULAR STEEL FENCE



MESA

■ LOTS THAT BACK OR SIDE TO THE ATMOS GAS EASEMENT AND THE KINDER-MORGAN GAS EASEMENT MUST UTILIZE A 4' -0" HEIGHT TUBULAR STEEL FENCE AS DESCRIBED IN THESE EXHIBITS. WOOD FENCES MUST TAPER IN HEIGHT TO 4' -0" TO MEET THE STEEL FENCE AS DESCRIBED IN THESE EXHIBITS. STEEL FENCES PROJECT BETWEEN SAID LOTS 8' - 0" TO PROMOTE AN OPEN FEEL.

■ ANY WOOD FENCE CONSTRUCTED BY RESIDENTIAL HOME BUILDERS (OR SUBSEQUENTLY REBUILT BY HOMEOWNERS) THAT FACE A PUBLIC STREET MUST BE CONSTRUCTED PER THE ATTACHED EXHIBITS. INTERIOR FENCES BETWEEN LOTS THAT ARE NOT VISIBLE FROM A PUBLIC STREET ARE NOT REQUIRED TO FOLLOW THESE STANDARDS.

■ LOTS ALONG THE PERIMETER OF THE DEVELOPMENT THAT BACK OR SIDE TO FM 548, KNOXBRIDGE ROAD OR BRIGHAM DRIVE WHERE THERE IS AN HOA MAINTAINED BRICK THINWALL ARE NOT REQUIRED TO FOLLOW THESE STANDARDS ON SIDES OF LOTS WHERE THE BRICK THINWALL EXISTS.

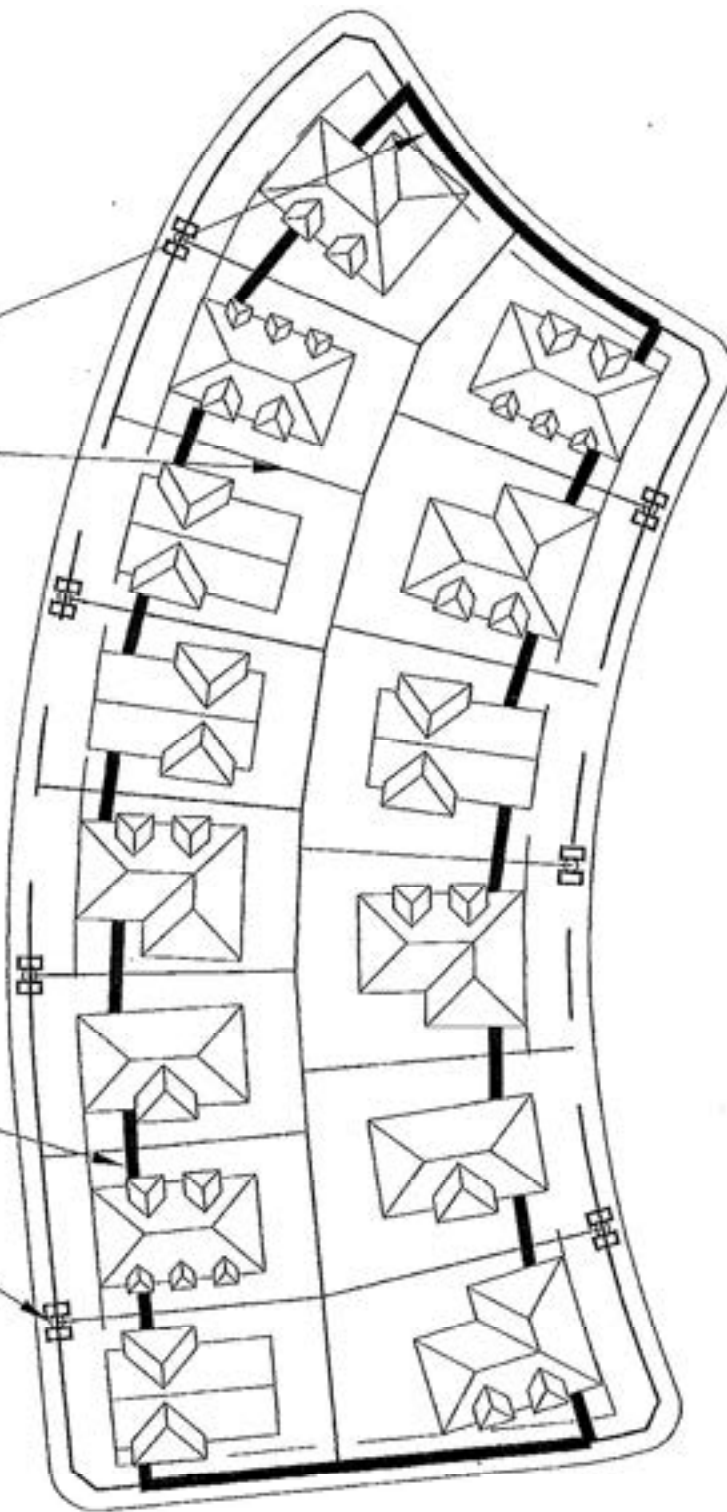
EXHIBIT 1: REQUIRED FENCING CONDITIONS: GENERAL OVERVIEW

SHARED MAILBOX POLE
BETWEEN LOTS &
PROPERTY LINE -
MAILBOXES - MODEL AND
INSTALLATION PER SPEC
AND POST OFFICE
REGULATIONS.

6'-0" BOARD ON BOARD
DEED RESTRICTED WOOD
FENCE (TYP.) @ END OF
BLOCK SIDEYARDS

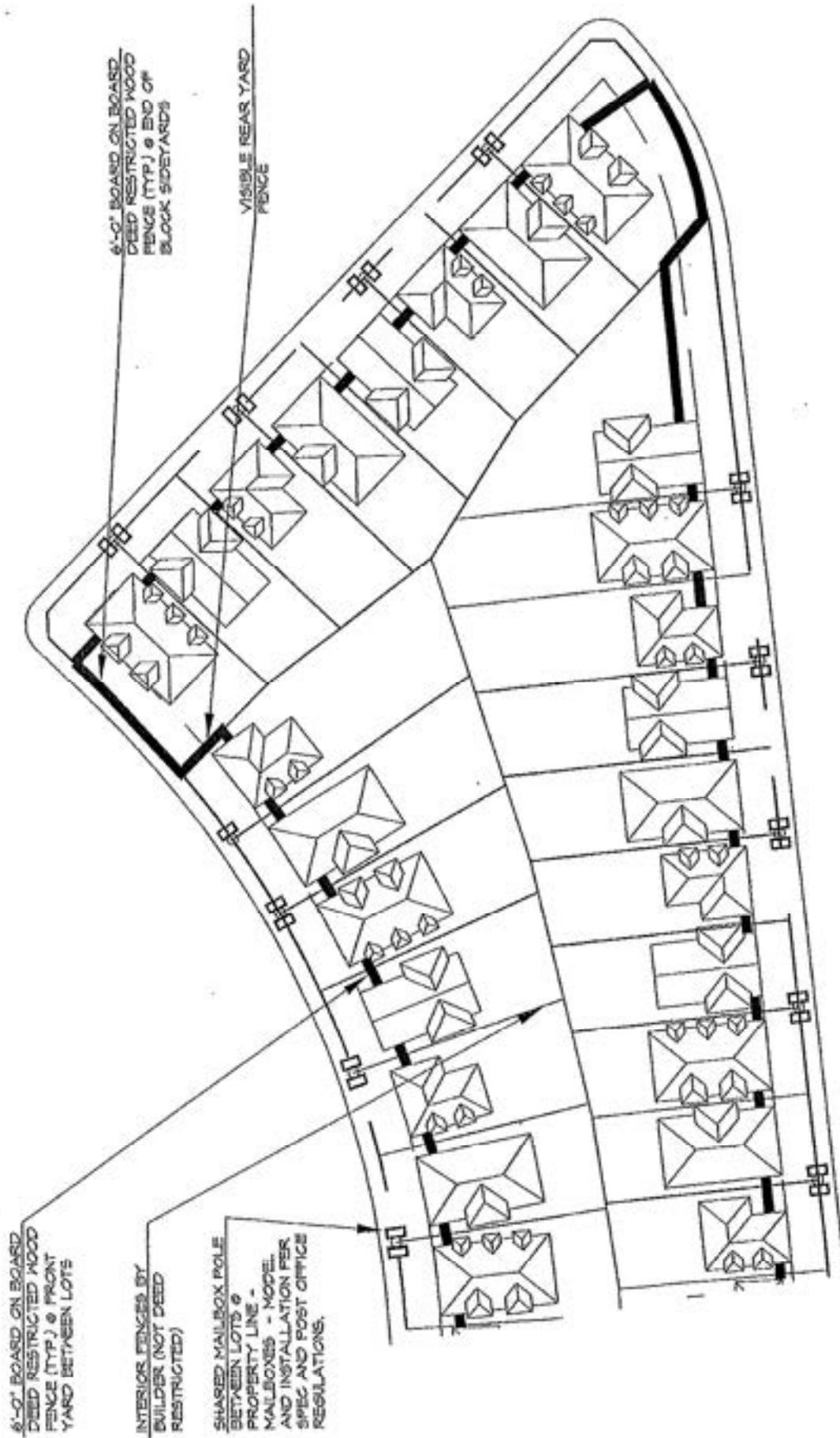
6'-0" BOARD ON BOARD
DEED RESTRICTED WOOD
FENCE (TYP.) @ FRONT
YARD BETWEEN LOTS

INTERIOR FENCES BY
BUILDER (NOT DEED
RESTRICTED)



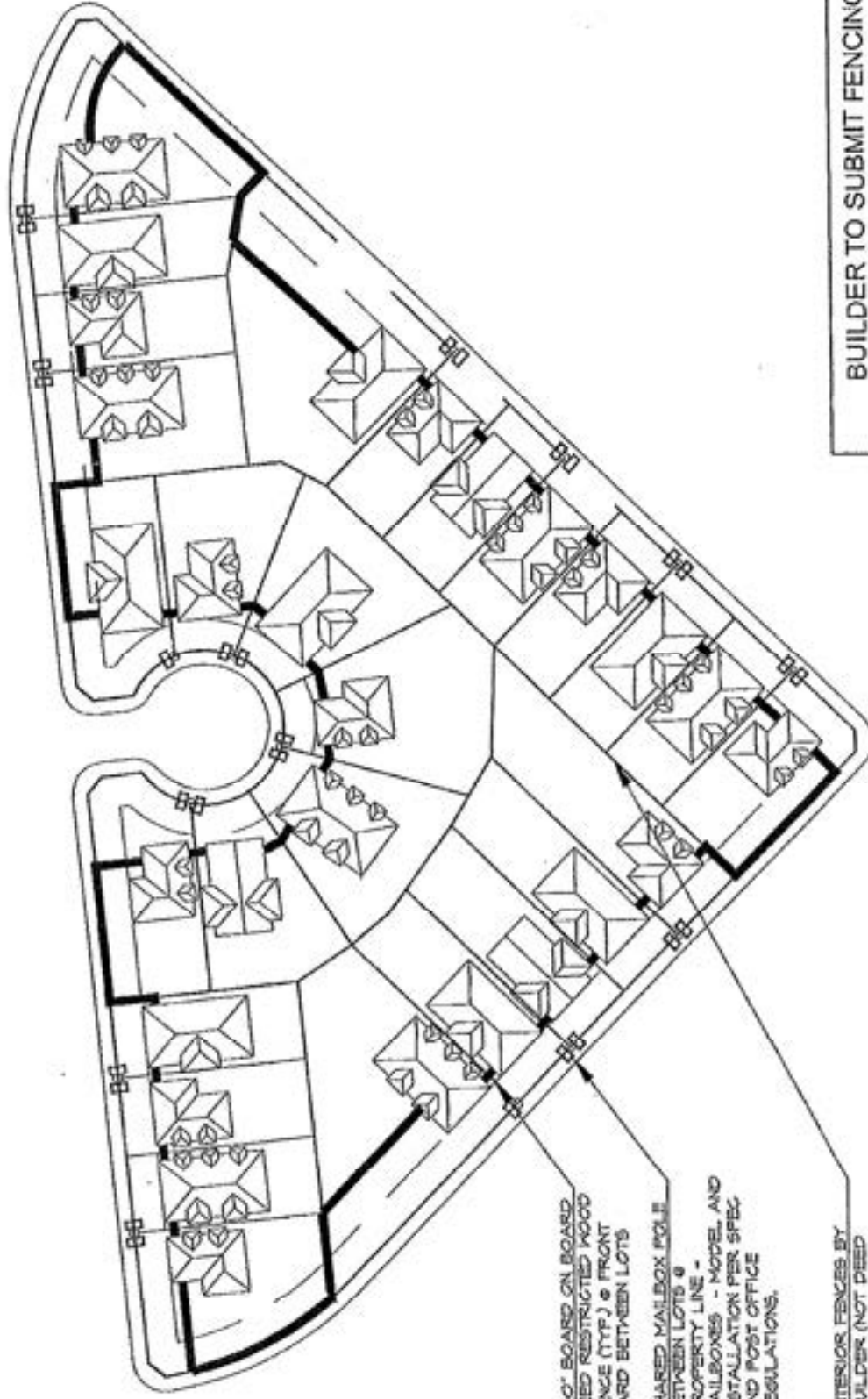
BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN REVIEW
BOARD FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 2: TYPICAL FENCING: STANDARD LOT & BLOCK CONFIGURATION



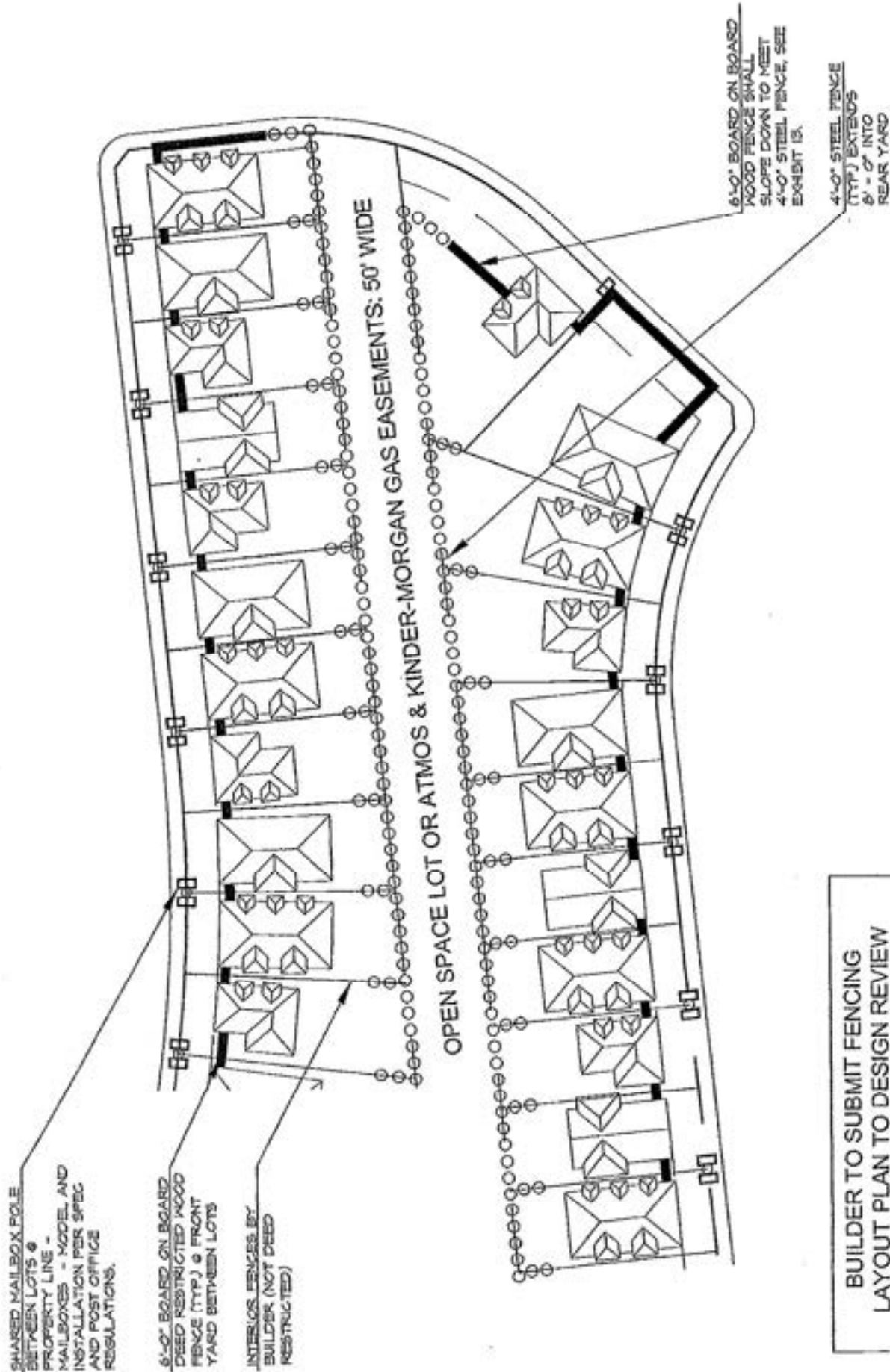
BUILDER TO SUBMIT FENCING LAYOUT PLAN TO DESIGN REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 3: TYPICAL FENCING: SIDE YARD TO FRONT YARD CONNECTION



BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN REVIEW
BOARD FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 4: TYPICAL FENCING: UNUSUAL LOTTING CONFIGURATION / CONNECTIONS



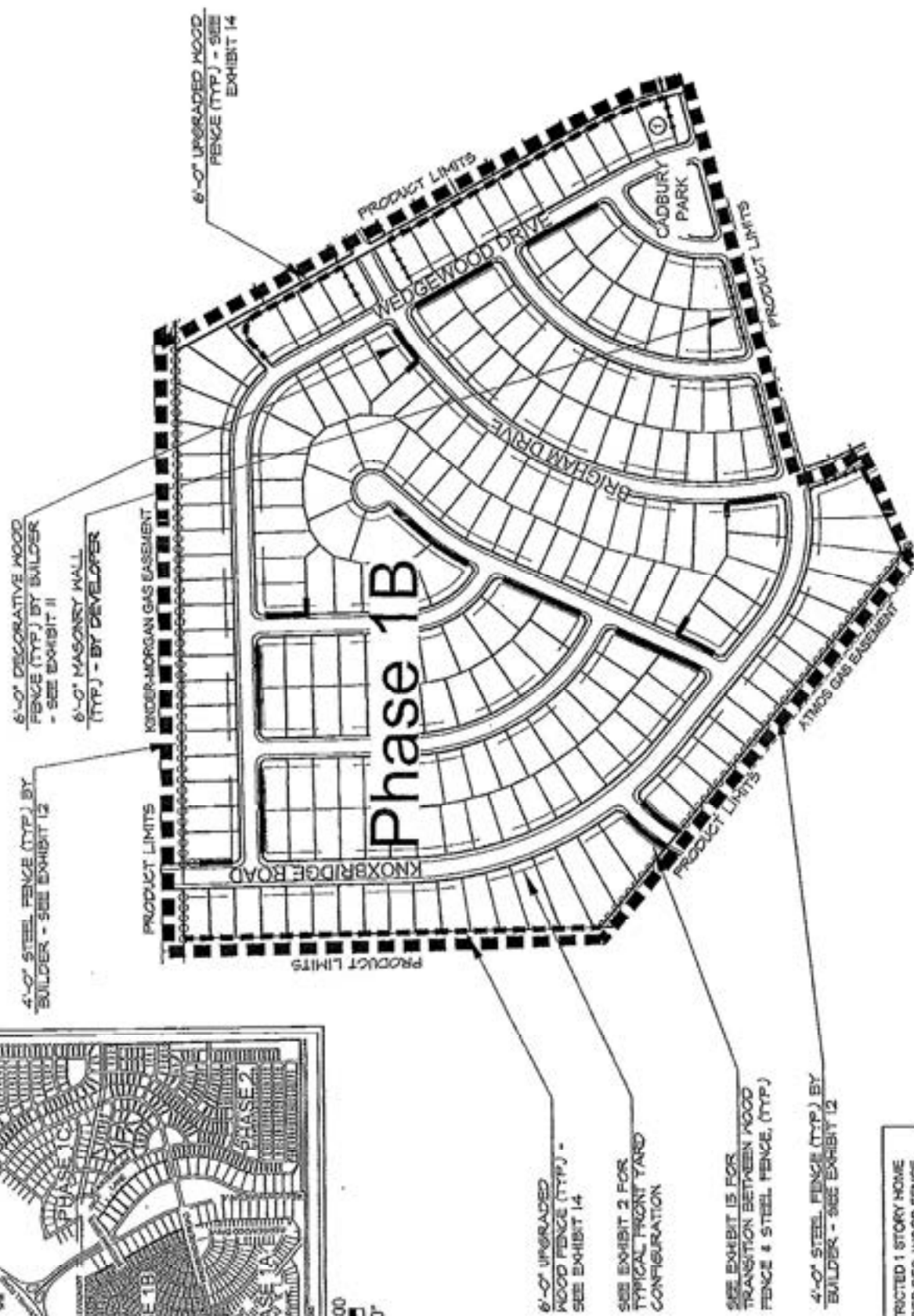
BUILDER TO SUBMIT FENCING
LAYOUT PLAN TO DESIGN REVIEW
BOARD FOR
APPROVAL PRIOR TO CONSTRUCTION.

EXHIBIT 5: TYPICAL FENCING: OPEN SPACE LOT

KEY MAP



300
SCALE: 1"=300'-0"

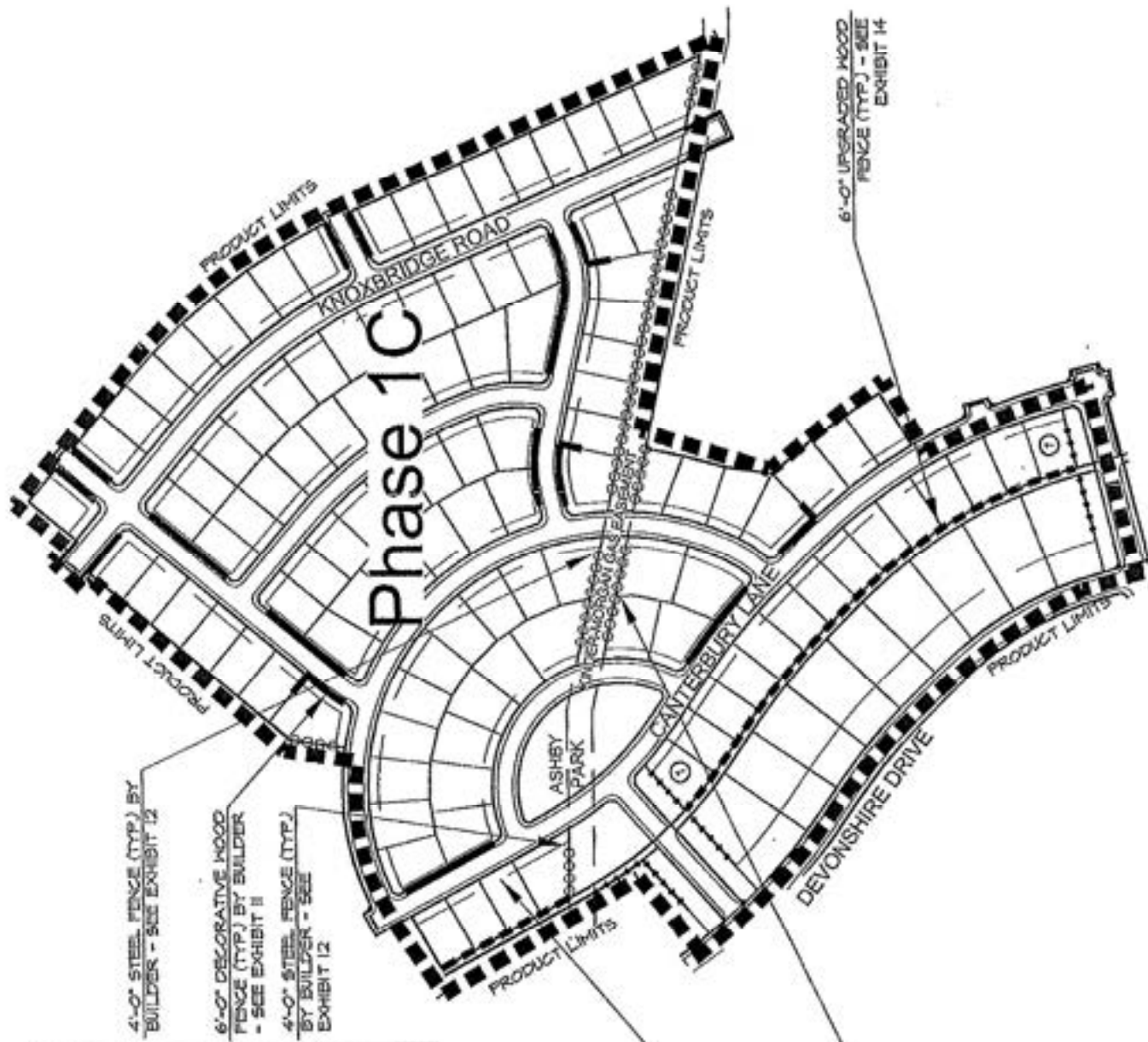


LEGEND

- ① RESTRICTED 1 STORY HOME
- BUILDER DEC. WOOD FENCE
- - - - - BUILDER STEEL FENCE
- UPGRADED WOOD FENCE
- DEVELOPER MASONRY WALL

EXHIBIT 7: Phase 1B INTERIOR SCREENING PLAN

KEY MAP



LEGEND

- ① RESTRICTED 1 STORY HOME
- BUILDER DEC. WOOD FENCE
- - - - - BUILDER STEEL FENCE
- - - - - UPGRADED WOOD FENCE
- - - - - DEVELOPER MASONRY WALL

EXHIBIT 8: Phase 1C INTERIOR SCREENING PLAN



STREET TREES NOT
REQUIRED ON SIDEWAYS



TREES TO BE PLANTED 8'
FROM THE SIDEWALK,
INSIDE THE PROPERTY
LINE, AS SHOWN IN
EXHIBIT 15

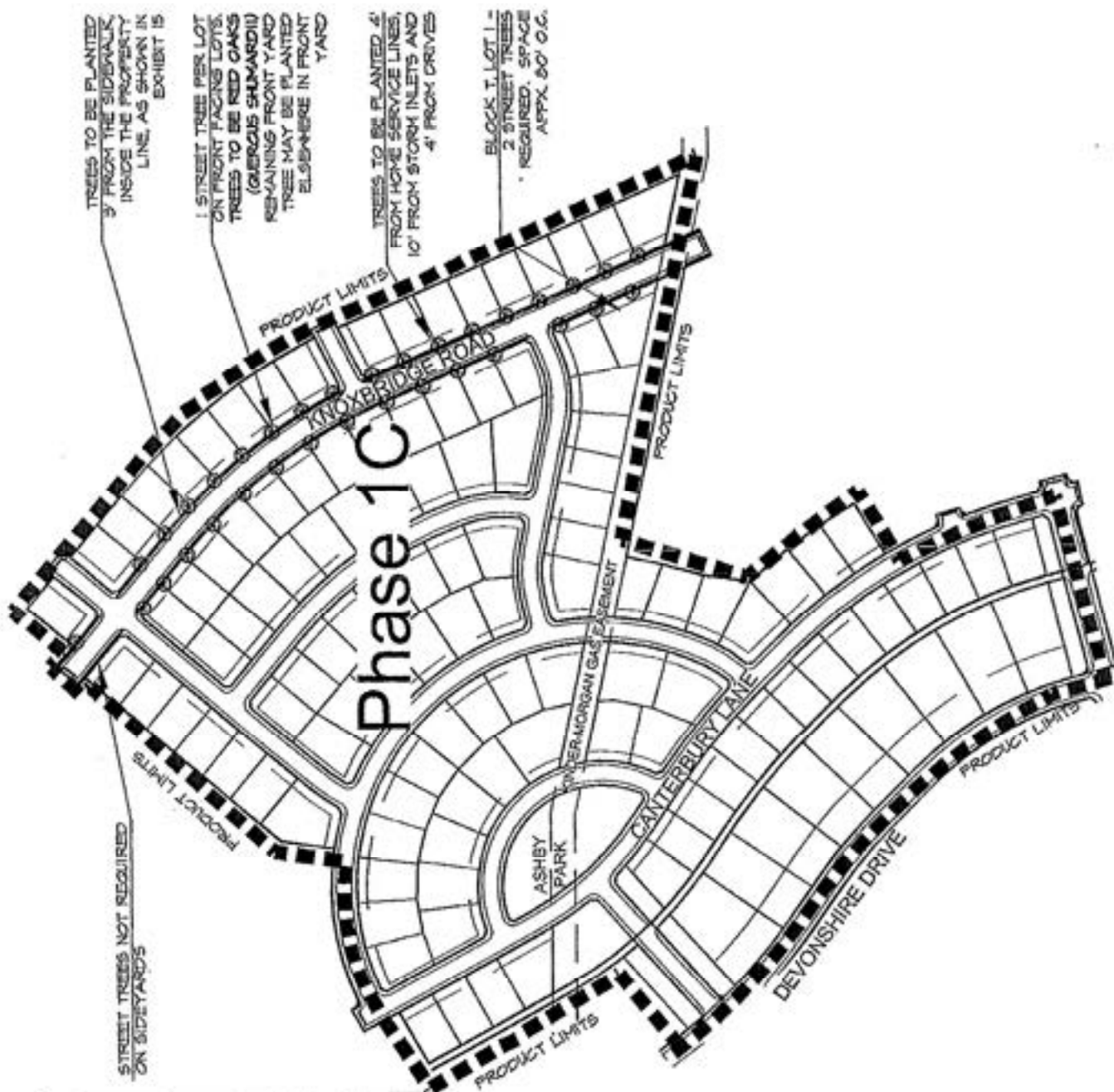
1 STREET TREE PER LOT
ON FRONT FACING LOTS.
TREES TO BE RED OAKS
(QUERCUS SHUMARDII)
REMAINING FRONT YARD
TREE MAY BE PLANTED
ELSEWHERE IN FRONT
YARD

TREES TO BE PLANTED 4'
FROM HOME SERVICE LINES,
10' FROM STORM INLETS AND
4' FROM DRIVES

KEY MAP



0 300
SCALE: 1"=300'-0"



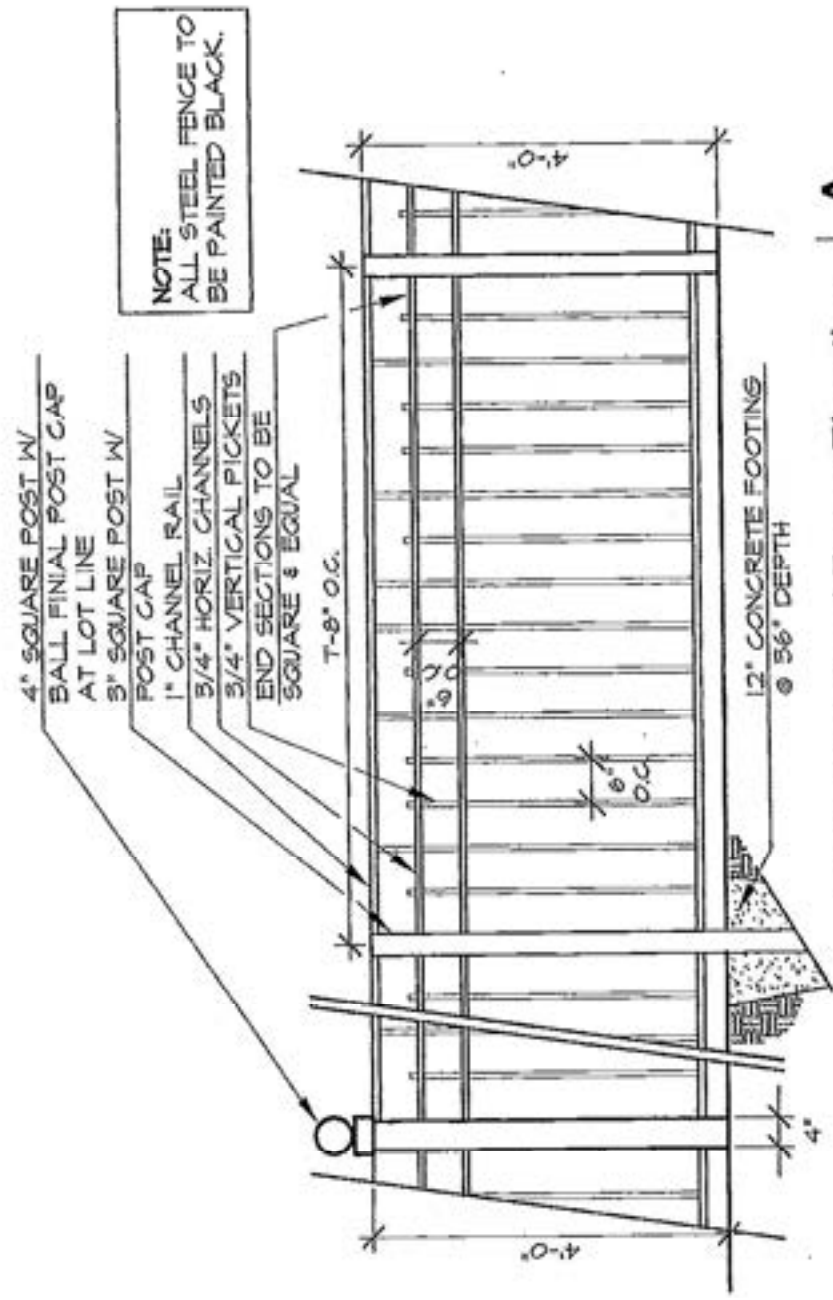
Date: 03/27/03
 Revision:
 Job No.: 28113
 Scale: 1/2" = 1'-0"

EXHIBIT 12

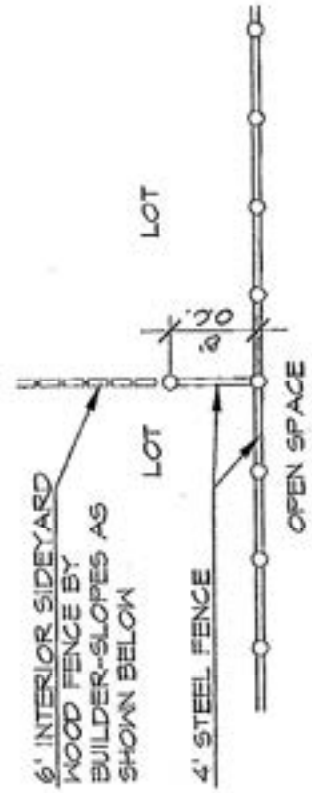
DECORATIVE STEEL FENCE

DEVONSHIRE

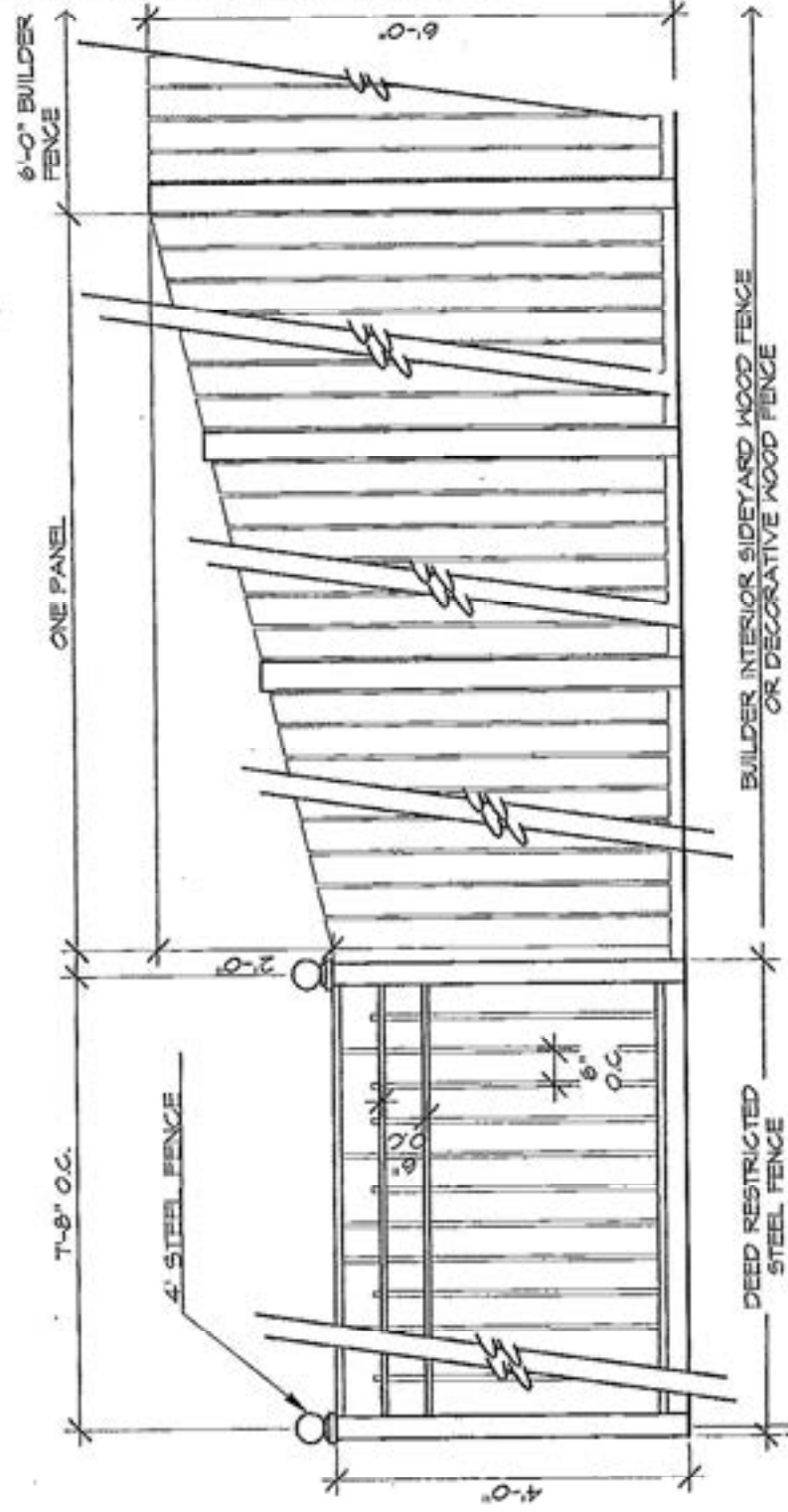
1807 Ross Avenue Suite 300
 Dallas, TX 75201
 214.871.0088
 FAX 214.871.1507



Decorative Steel Fence Elevation **A**
 Scale: 1/2" = 1'-0" EXH 12



WOOD FENCE TRANSITION AT OPEN SPACE



Wood Fence Transition at Open Space

OPEN RESIDENTIAL LOT

Scale: 1/2" = 1'-0"

EXH 13



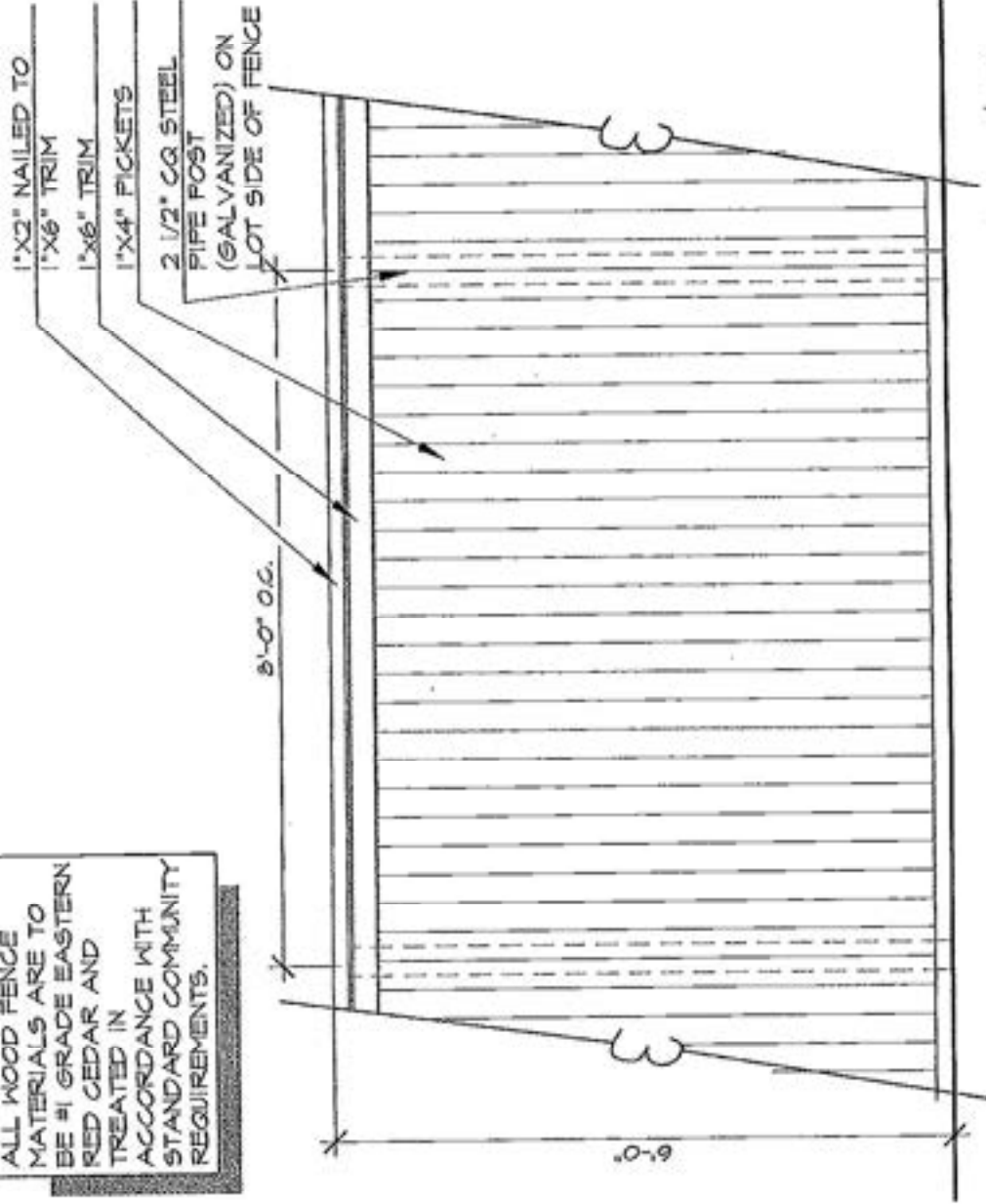
DEVONSHIRE

1807 Ross Avenue Suite 303
Dallas, TX 75201
214.871.0008
FAX 214.871.1507

Date: 03/28/08
Revision:
Job No.: 28113
Scale: 1/2" = 1'-0"

EXHIBIT 13

NOTE:
ALL WOOD FENCE
MATERIALS ARE TO
BE #1 GRADE EASTERN
RED CEDAR AND
TREATED IN
ACCORDANCE WITH
STANDARD COMMUNITY
REQUIREMENTS.



Upgraded Wood Fence - Public Side

Scale: 1/2" = 1'-0" EXH 14

MESA

1007 River Avenue Suite 200
Dallas, TX 75201
214.871.0000
FAX 214.871.1007

DEVONSHIRE

EXHIBIT 14

UPGRADED WOOD FENCE

Date: 03/28/08
Revision: 2013
Job No: 102" = 1'-0"

MESA

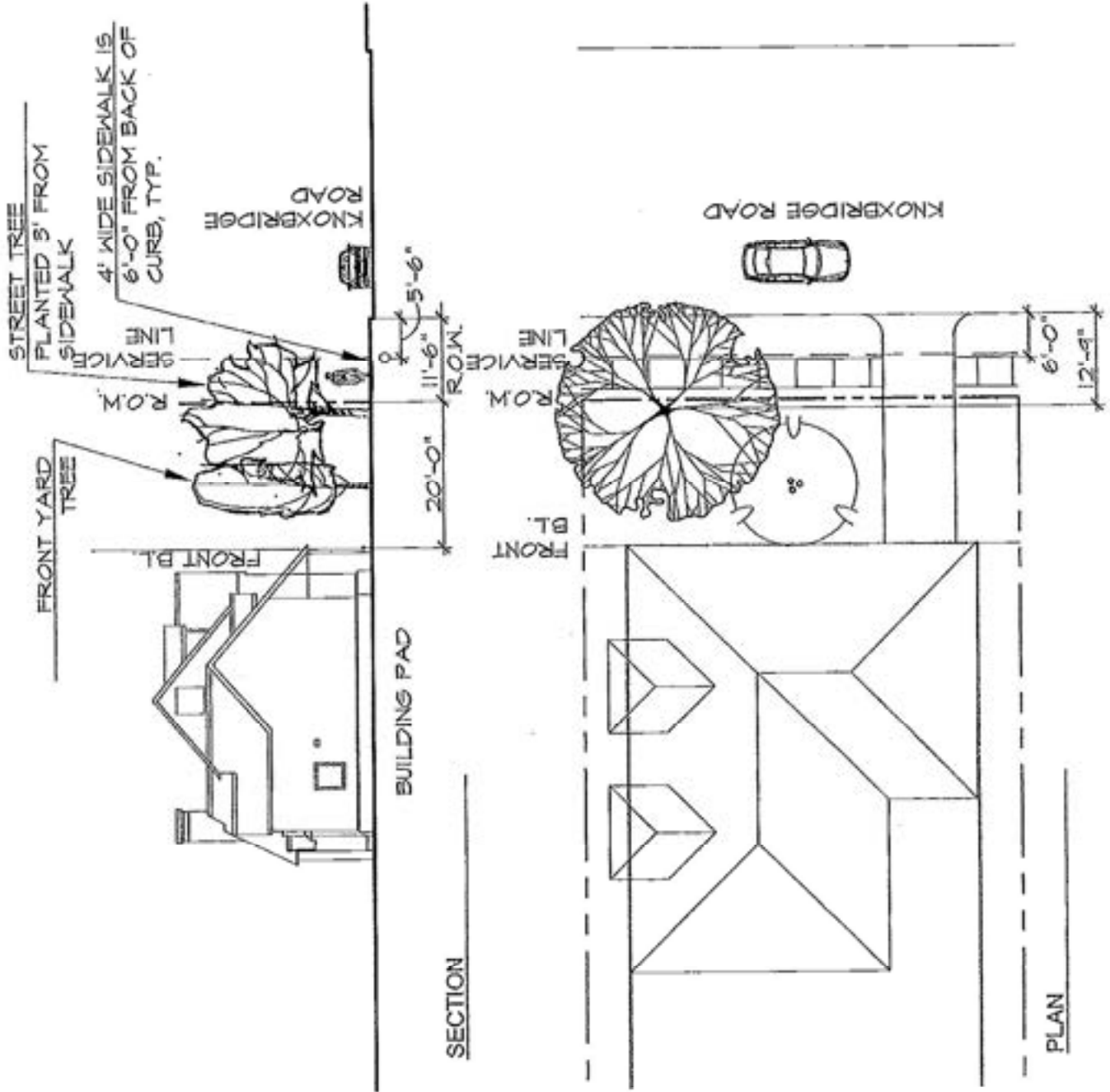
1007 Ross Avenue Suite 303
Dallas, TX 75201
214.871.0988
FAX 214.871.1507

DEVONSHIRE

Date: 03/27/08
Revised:
Job No: 28113
Scale: 1" = 20'-0"

EXHIBIT 15

KNOXBRIDGE ROAD SIDEWALK AND STREET TREE PLACEMENT



Date: 03/27/06
 Revision: 28113
 Job No.: 17
 Scale: 1" = 20'-0"

EXHIBIT 16

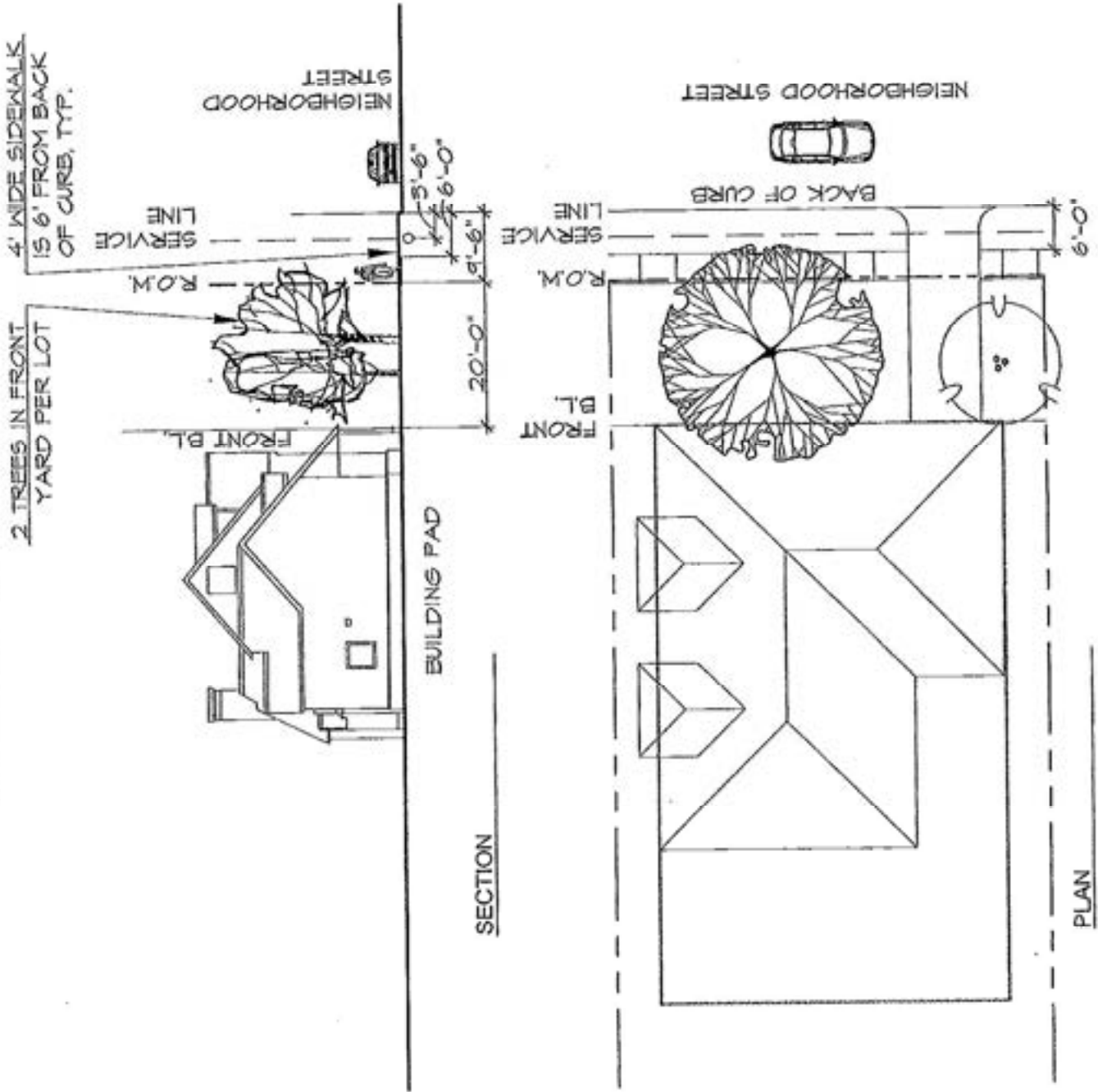
DEVONSHIRE

1507 Ross Avenue Suite 300
 Dallas, TX 75203
 214.771.0558
 FAX 214.871.5007

MESA

Page 2B-18

NEIGHBORHOOD STREETS SIDEWALK PLACEMENT



PART 3

BASIC USE RESTRICTIONS

FOR

DEVONSHIRE

PART 3 - EXHIBIT A
BASIC USE RESTRICTIONS FOR DEVONSHIRE

3.A.1. ACCESSORY SHEDS. Without the prior written approval of the Architectural Reviewer, accessory structures - such as dog houses, gazebos, storage sheds, playhouses, and greenhouses - are prohibited (not allowed). To be approved by the Architectural Reviewer, an accessory structure must have all of the following features:

- a. Only one per lot.
- b. Roof pitch will be similar to that of the house.
- c. Will not exceed 8 feet in height at ridge line of the roof.
- d. Less than 80 square feet of floor space (e.g. 8' x 10').
- e. Visually harmonious with the house or fence to which it is most visually related or physically attached, such as matching dominant colors and constructed of same materials as the house.
- f. Shingles will match that of the house.
- g. Screening may be required by a fence or acceptable landscape material so it is not visible from the street.
- h. Not located in front yards or in unfenced portions of side yards facing streets.

If an accessory structure is installed in violation of this Section, the Architectural Reviewer reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.

The HOA can make you remove a backyard storage shed.

3.A.2. ANIMALS. A resident may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by this Section and by any rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. Unless the rules provide otherwise:

3.A.2.1. Permitted Pets. A resident may have customary domesticated household pets, which are kept for personal companionship. If the rules fail to establish occupancy quotas, no more than 2 dogs and/or cats may be maintained on each lot. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the board.

3.A.2.2. Prohibited Animals. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for a commercial purpose or for food. No resident may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the board to be a potential threat to the well-being of people or other animals. Without prior written approval of the board, a resident may not keep a dog that is predominantly or wholly of a breed that is perceived to be dangerous, vicious, or unpredictable by the board.

3.A.2.3. Disturbance. Pets must be kept in a manner that does not create a noise, odor, or other disturbance or nuisance that interferes with the peaceful enjoyment of residents of other lots. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

3.A.2.4. Indoors/Outdoors. Subject to the limited yard privilege below, a permitted pet must be maintained inside the dwelling, and may not be kept on a patio or in a fenced yard. No pet is allowed on the common area or in unfenced portions of a yard unless carried or leashed.

3.A.2.5. Limited Yard Privilege. Dogs may be kept in fenced yards only if they do not disturb or annoy people on the Property. The board is the sole arbiter of what constitutes a disturbance or annoyance. If the board determines that a dog disturbs people, the board may permanently revoke the privilege of keeping the dog in the fenced yard. Thereafter, the dog must be maintained inside the dwelling. This yard privilege may be extended to a cat that is physically incapable of climbing the fence or leaving the fenced yard.

3.A.2.6. Pooper Scooper. Resident is responsible for the removal of his pet's wastes from the Property. Unless the rules provide otherwise, a resident must prevent his pet from relieving itself on the common area or the lot of another owner. This applies to cats as well as dogs.

3.A.2.7. Liability. An owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the lot. The owner of a lot on which an animal is kept is deemed to indemnify and to hold harmless the board, the Community Association, and other owners and residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Property.

3.A.2.8. Removal. If a resident or his pet violates this Section or rules adopted by the board, the resident or person having control of the animal may be given a written notice by the board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the resident, upon written notice from the board, may be required to remove the animal. Each resident agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the board. If a resident fails to timely remove the violating animal, the Community Association may effect removal of the animal without liability to the animal's owner.

FEW FRIENDLY FASTIDIOUS FIDOS FAVORED

3.A.3. ANNOYANCE. No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

3.A.4. APPEARANCE. Both the lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

3.A.5. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (1) the uses are incidental to the primary use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) the uses do not entail visits to the lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (4) the uses do not interfere with the residential use and enjoyment of neighboring lots by other residents.

3.A.6. COLOR CHANGES. The colors of buildings, fences, exterior decorative items, window treatments, and all other improvements on a lot are subject to regulation by the Architectural Reviewer. Because the relative merits of any color are subjective matters of taste and preference, the Architectural Reviewer determines the colors that are acceptable to the Community Association. No change or addition of colors that are visible from the street or a common area is permitted without the prior written approval of the Architectural Reviewer.

3.A.7. COMMUNITY DECLARANT PRIVILEGES. Community Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other owners and residents, as provided in Appendix C of the Community Declaration. Community Declarant's exercise of a Development Period right that appears to violate a rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Community Association as applied to owners other than Community Declarant.

3.A.8. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

3.A.9. DRIVEWAYS. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (2) for repair or restoration of vehicles.

3.A.10. FENCES. Part 2 of this Community Covenant contains restrictions and specifications for fences on individual lots. If a fence is installed or modified in violation of this Section or Part 2 of this Community Covenant, the Architectural Reviewer reserves the right to determine that the fence is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to modify it, screen it, or remove it.

3.A.11. FLAGS. Each owner and resident of Devonshire has a right to fly the United States flag ("Old Glory") and/or the Texas state flag ("Lone Star Flag") on his lot, subject to the following requirements:

- a. The flag size may not exceed 4 feet in height or 6 feet in length.
- b. The flag may be flown from a flag holder mounted on the front facade of the house.
- c. If flown at night (after sunset), the flag must be illuminated from dusk until dawn. The method or amount of illumination must not spillover into the yards, windows, or skylights or neighboring homes.
- d. The flag may be flown from an in-ground pole that does not exceed 20 feet in height above the ground, provided the pole is installed within 8 feet of an exterior wall of the house, and approved by the Architectural Reviewer.
- e. The flag must - at all times - be flown in a respectful manner, and in compliance with applicable provisions of the Federal Flag Code.
- f. The authorization of this Section does not permit the flying of other types of flags, or of pennants, banners, kites, windsocks, or similar types of displays if the display is visible from a street or common area.

3.A.12. GARAGES. Without the board's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of two standard-size operable vehicles

therein. Garage doors are to be kept closed at all times except for limited periods when the resident is actively using the garage (such as in connection with yard maintenance) and when a vehicle is entering or leaving.

3.A.13. "GARAGE SALES". The Community Association may adopt rules limiting the frequency, location, and signage of garage sales, yard sales, estate sales, rummage sales, and other types of merchandise sales activities that may be expected to attract the public to the Property.

3.A.14. GUNS. Hunting and shooting are not permitted anywhere on or from the Property. The Community Association is not required to enforce this provision by confronting an armed person.

3.A.15. HOOPS. Portable basketball goals may be used in unfenced yards and on private driveways in Devonshire during periods of active play, if the portable goals are removed from sight when not in use. Except for the temporary use of portable basketball goals, recreational or sporting equipment may not be placed, attached, mounted, or installed in a front yard, on a front driveway, in an unfenced portion of a side yard, or on the street side exterior portion of a dwelling, without the Architectural Reviewer's prior written approval. If the Architectural Reviewer grants approval for such equipment, the approval may be revoked if the equipment is not maintained or used, or if it becomes unsightly. Recreational or sporting equipment, including portable goals, found on a street or cul-de-sac, or in the right-of-way of a street or cul-de-sac, is subject to removal without notice by the Community Association without liability for damage to said equipment.

3.A.16. LANDSCAPING. No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization. The Architectural Reviewer may establish standards for the landscaping on house lots.

Yes, there are lots of rules!
EVERY RESIDENT OF DEVONSHIRE
IS EXPECTED TO COMPLY WITH THESE RULES
AND WITH RULES ADOPTED BY THE BOARD OF DIRECTORS.

3.A.17. LEASING OF HOMES. An owner may lease the dwelling on his lot. Whether or not it is so stated in a lease, every lease is subject to the Community Documents. An owner is responsible for providing his tenant with copies of the Community Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Community Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Community Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Community Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Community Association for any expenses incurred by the Community Association in connection with enforcement of the Community Documents against his tenant. The Community Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Community Association's enforcement of the Community Documents against the owner's tenant.

3.A.18. LIGHTS - EXTERIOR. Light sources should be unobtrusive or concealed and shielded to prevent glare. Light should not be allowed to spillover on neighboring lots. Flood lights must be directed away from neighboring lots. "Barnyard" or sodium vapor lights are not permitted. Colored lights are not permitted. Tree up-lights should be concealed underground or in shrub masses.

3.A.20. **NOISE & ODOR.** A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots. The rules may prohibit the use of noise-producing security devices and windchimes.

3.A.21. **OCCUPANCY.** Other than the completed principal house, no thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds. The board may adopt rules regarding the maximum number and the relationships of people who may occupy a house at one time. The Community Association's occupancy standard for residents who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum (i.e., the fewest people per unit) permitted by the U. S. Department of Housing and Urban Development. If the rules fail to establish occupancy standards, the maximum number of people permitted per dwelling is 2 persons per bedroom per dwelling, which is the HUD threshold for familial status protection in the era in which this Community Covenant is drafted.

ONE PERSON'S TREASURE IS ANOTHER PERSON'S TRASH.

3.A.22. **OUTSIDE ART.** For purposes of this Section, the "Outside" of a lot is all portions of the house and yards that are visible from a street or common area, such as front yards, side yards, sidewalks, porches, window sills, chimneys, and trees. The Community Association is interested in the appearance of all portions of the Outside. Some changes or additions to an Outside may defy easy categorization as an improvement, a sign, or landscaping. This Section confirms that all aspects of a visible Outside are within the purview of the Architectural Reviewer, including, without limitation, the installation of religious, cultural, or educational items; the shape of pruned shrubs; the number, shapes, and uses of flower beds; and the integration of items such as wheelbarrows, boulders, and driftwood into the landscaping. The use of any decoration, sculpture, fountain, flag, and similar items on any portion of the Outside is prohibited without the prior written approval of the Architectural Reviewer unless (1) the item is expressly permitted by this Community Covenant, or (2) the item is placed within a fenced yard, (3) the item is no taller than the fence, and (4) the fence blocks the view of the item at ground level.

3.A.23. **POOLS.** Above-ground swimming pools are prohibited.

3.A.24. **RESIDENTIAL USE.** The use of a house lot is limited exclusively to residential purposes or any other use permitted by this Community Covenant, including limited business uses described above.

3.A.25. **SCREENING.** The Architectural Reviewer may require that the following items must be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) satellite reception equipment; (2) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (3) yard maintenance equipment; (4) wood piles and compost piles; (5) accessory structures that do not have prior approval of the Architectural Reviewer; (6) garbage cans and refuse containers; (7) anything determined by the board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section, "screened from view" refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining lot. "Screened from view" does not pertain to the view from a second floor window.

3.A.26. **SIGNS.** Except as permitted below, no sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board's prior

written approval. The board's approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. Without liability for trespass or any other liability connected with the removal, the board may effect the immediate removal of any sign or object (1) that violates this Section, (2) which the board deems inconsistent with neighborhood standards, or (3) which the board deems an abuse of the below-permitted sign uses. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message.

NO RENT SIGNS - NO SIGNS IN WINDOWS

3.A.26.1. Lease Signs Prohibited. The right to lease a house is not the right to post a "for lease" sign on the Property - even on the yard of the house that is available for lease. Without the board's prior written permission, which may be withheld for any reason or no reason, **a person may not post or maintain a sign anywhere on the Property that advertises a house for rent or for lease.** This blanket prohibition includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.

3.A.26.2. Contractor Signs Prohibited. If the rules fail to establish standards for temporary signs advertising the contractor or material manufacturer working at a house, all such contractor signs are prohibited without the prior written approval of the board.

3.A.26.3. Event Signs. A resident may erect or install on his lot - for up to 24 hours - one temporary sign identifying his home as the site of a social event.

3.A.26.4. Inflammatory Signs Prohibited. Even among the categories of permitted signs, the board may disallow, prohibit, and remove a particular sign that the Community Association directors unanimously consider to be (1) provocative, vulgar, or profane for the sensitivities of the Property's residents, (2) likely to incite violence, fear, or disruptive counter-activity, (3) denigrating of a resident or owner, or category of residents or owners, (4) likely to negatively affect the image of the Property as a desirable place to own and occupy, or (5) otherwise unsuitable for the Property.

3.A.26.5. Political Signs. If public law - such as Texas Property Code Section 202.009 and local ordinances - grants an owner the right to place political signs on the owner's lot, the Community Association may not prohibit an owner's exercise of such right. The Community Association may adopt and enforce rules regulating every aspect of political signs on owners' lots to the extent not prohibited or protected by public law. Unless the rules or public law provide otherwise (1) a political sign may not be displayed more than 90 days before or 10 days after an election to which the sign relates; (2) a political sign must be ground-mounted; (3) an owner may not display more than one political sign for each candidate or ballot item; and (4) a political sign may not have any of the attributes itemized in Texas Property Code Sec. 202.009(c), to the extent that statute applies to the lot.

3.A.26.6. Sale Signs. An owner who is actively marketing his lot for sale may place in the front yard one professionally-made traditional yard sign of not more than 6 square feet advertising the lot for sale. Only one such sign is allowed per lot, and only on the lot that is being actively marketed. All aspects of the sign, including the height, shape, color, material, wording, and placement must be customary for the neighborhood.

3.A.26.7. Security Signs. One professionally made security service sign of not more than one square foot is permitted per lot.

3.A.36.8. Spirit Signs. A resident may erect or install temporary yard signs celebrating a family event, such as a baby's arrival or a child's school achievement. A spirit sign must be tasteful, modest in size, maintained in good condition, and removed by resident after a reasonable period.

3.A.26.9. Window Signs Prohibited. A sign in a window, on a window, or visible through a window is prohibited if the sign is visible from the street or from a neighboring home. "Window" includes a door, lite, or pane that is transparent.

3.A.27. TELEVISION. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street are prohibited within the Property, except a satellite dish that is one meter or less in diameter and designed to receive direct broadcast satellite service (the "Dish") is permitted. The owner must install the Dish in the least conspicuous location on the lot where an acceptable quality signal can be obtained. The Community Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Dish to the extent permitted by public law.

3.A.28. TEMPORARY STRUCTURES. Except for "accessory sheds" as described above, improvements or structures of a temporary or mobile nature, such as tents, portable sheds, and mobile homes, may not be placed on a lot if visible from a street. However, an owner or owner's contractor may maintain a temporary structure (such as a portable toilet or construction trailer) on the lot during construction of the dwelling.

3.A.29. TRASH. Each resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Community Association or by the MUD for that purpose. Trash must be placed entirely within the designated receptacle. The board may adopt, amend, and repeal rules regulating the visibility of trash receptacles and the disposal and removal of trash from the Property.

3.A.30. VEHICLES. All vehicles on the Property, whether owned or operated by the occupants or their invitees, are subject to this Section and rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property.

3.A.30.1. Applicability to Public Streets. The provisions of this "Vehicles" Section do not apply to public streets unless: (1) a public law or ordinance enables or authorizes the powers and restrictions created by this Section, or (2) appropriate powers are delegated to the Community Association by the MUD or other appropriate governmental entity, pursuant to this Community Covenant.

3.A.30.2. Repairs. Without the board's prior approval, a driveway or street may not be used for repair or restoration of vehicles.

3.A.30.3. Storage. Without the board's prior approval, a driveway or street may not be used for storage purposes, including storage of boats, trailers, and inoperable vehicles. However, if the lot has an alley driveway, one recreational vehicle, boat, camper, or trailer may be parked on the driveway provided the vehicle does not interfere with the use of the alley and is not readily visible from the street.

3.A.30.4. Towing. The Community Association may effect the removal of any vehicle in violation of this Section or the rules without being liable to the owner or operator of the vehicle.

3.A.30.5. Curbside Street. Vehicles that are not prohibited below may park on streets if curbside parking is permitted, subject to the continuing right of the Community Association to adopt reasonable rules about curbside parking if circumstances warrant.

3.A.30.6. Sidewalks. Vehicles are not permitted to block sidewalks when parked, even on their own driveway. The Community Association has the continuing right to adopt reasonable rules about parking which blocks sidewalks if circumstances warrant.

3.A.30.7 Prohibited Vehicles. Without prior written board approval, the following types of vehicles and vehicular equipment - mobile or otherwise - may not be kept, parked, or stored anywhere on the Property - including overnight parking on streets and driveways - if the vehicle is visible from a street: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. This restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times.

3.A.31. WINDOW TREATMENTS. All window treatments within the dwelling that are visible from the street must (1) appear to be white, off white, or other light neutral color, (2) be maintained in good condition, and (3) not detract from the appearance of Devonshire. The use of multi colors, bright colors, bold prints, stripes, and bed sheets is prohibited. The Architectural Reviewer may require an owner to change or remove a window treatment that the Architectural Reviewer determines to be inappropriate or unattractive. The Architectural Reviewer may prohibit the use of certain colors or materials for window treatments.

(End of Exhibit A of Part 3)

PART 4

CONSENTS TO

DEVONSHIRE

COMMUNITY COVENANT

OF

CONSTRUCTION, FENCE &

USE RESTRICTIONS

PART 4 - EXHIBIT A

LIENHOLDER'S CONSENT TO DEVONSHIRE COMMUNITY COVENANT

Bank of the Ozarks address is 5949 Sherry Lane, Suite 1075, Dallas, Texas 75225.

Bank of the Ozarks holds four or more promissory notes signed by the below-named borrowers, each secured by one or more deed of trust liens against real property that includes the property described in Appendix A and Section C.6.2. of Appendix C of the Community Declaration of Covenants, Conditions & Restrictions for Devonshire. The liens benefitting Bank of the Ozarks are contained in the following instruments, as each may be amended, extended, or restated from time to time:

Borrower: Forney 921 Land Investment Partners, L.P.

Lien Instruments: (1) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, recorded on July 5, 2006, as Document No. 00015080, in Volume 2913, Page 154, Real Property Records, Kaufman County, Texas, as further secured by recorded instruments, such as the following collateral assignments: (2) recorded on July 5, 2006, as Document No. 00015081, in Volume 2913, Page 186; and (3) recorded on July 5, 2006, as Document No. 00015082, in Volume 2913, Page 198, Real Property Records, Kaufman County, Texas.

Borrower: Forney 921 Infrastructure Partners, L.P.

Lien Instruments: (1) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, recorded on July 5, 2006, as Document No. 00015075, in Volume 2913, Page 13, Real Property Records, Kaufman County, Texas, as further secured by recorded instruments, such as the following collateral assignments: (2) recorded on July 5, 2006, as Document No. 00015076, in Volume 2913, Page 50; (3) recorded on July 5, 2006, as Document No. 00015077, in Volume 2913, Page 68; (4) recorded on July 5, 2006, as Document No. 00015078, in Volume 2913, Page 96; and (5) recorded on July 5, 2006, as Document No. 00015079, in Volume 2913, Page 125, Real Property Records, Kaufman County, Texas.

Borrower: Forney 921 Lot Development Partners I, L.P.

Lien Instruments: (1) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, recorded on July 5, 2006, as Document No. 00015073, in Volume 2912, Page 611, Real Property Records, Kaufman County, Texas, as further secured by recorded instruments, such as the following: (2) recorded on July 5, 2006, as Document No. 00015074, in Volume 2913, Page 1; (3) recorded on July 5, 2006, as Document No. 00015083, in Volume 2913, Page 227; and (4) recorded on August 7, 2006, as Document No. 00018195, in Volume 2938, Page 296, Real Property Records, Kaufman County, Texas.

Borrower: Forney 921 Lot Development Partners I, L.P.

Lien Instruments: (1) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, recorded on April 23, 2007, as Document No. 2007-00009499, in Volume 3138, Page 540, Real Property Records, Kaufman County, Texas, as further secured by recorded instruments, such as (2) Lien Subordination

Agreement, recorded on July 27, 2007, as Document No. 2007-00017917, in Volume 3214, Page 537, Real Property Records, Kaufman County, Texas.

By signing this instrument, Bank of the Ozarks consents to the recording of the foregoing Devonshire Community Covenant of Construction, Fence & Use Restrictions, which will not be extinguished by foreclosure of any lien assigned to or for the benefit of Bank of the Ozarks, or its affiliates, successors, trustees, or assigns.

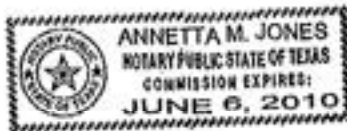
SIGNED on the 2nd day of May 2008.

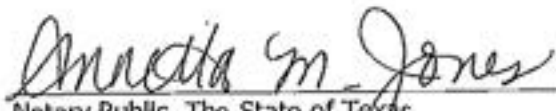
BANK OF THE OZARKS

By: 
Dan Thomas, President, Real Estate
Specialties Group

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of May 2008, by Dan Thomas, President, Real Estate Specialties Group, Bank of the Ozarks, on behalf of the financial institution.




Notary Public, The State of Texas

PART 4 - EXHIBIT B

**LAND OWNER'S CONSENT TO
DEVONSHIRE COMMUNITY COVENANT
BY**

FORNEY 921 LAND INVESTMENT PARTNERS, L.P.

This Consent is executed by Forney 921 Land Investment Partners, L.P., a Texas limited partnership, in its capacity as the owner of part of the real property described in Appendix A of the Community Declaration of Covenants, Conditions & Restrictions for Devonshire. Forney 921 Land Investment Partners, L.P., hereby consents to having its land made subject to the foregoing Devonshire Community Covenant of Construction, Fence & Use Restrictions when the Instrument is recorded in the Real Property Records of Kaufman County, Texas.

FORNEY 921 LAND INVESTMENT PARTNERS, L.P., a Texas limited partnership

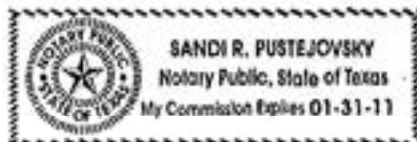
By: HPC FORNEY GP PARTNERS, LTD., a Texas limited partnership, its general partner

By: HANOVER SERVICES GROUP, INC., a Texas corporation, its general partner

By: *Michael N. Maberry*
Michael N. Maberry, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of May 2008 by Michael N. Maberry, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of HPC Forney GP Partners, Ltd., a Texas limited partnership, on behalf of such limited partnership in its capacity as its general partner of Forney 921 Land Investment Partners, L.P., a Texas limited partnership, on behalf of such limited partnership.



Sandi R. Pustejovsky
Notary Public, The State of Texas

PART 4 - EXHIBIT C

**LAND OWNER'S CONSENT TO
DEVONSHIRE COMMUNITY COVENANT
BY**

FORNEY 921 INFRASTRUCTURE PARTNERS, L.P.

This Consent is executed by Forney 921 Infrastructure Partners, L.P., a Texas limited partnership, in its capacity as the owner of part of the real property described in Appendix A of the Community Declaration of Covenants, Conditions & Restrictions for Devonshire. Forney 921 Infrastructure Partners, L.P., hereby consents to having its land made subject to the foregoing Devonshire Community Covenant of Construction, Fence & Use Restrictions when the Instrument is recorded in the Real Property Records of Kaufman County, Texas.

FORNEY 921 INFRASTRUCTURE PARTNERS, L.P., a Texas limited partnership

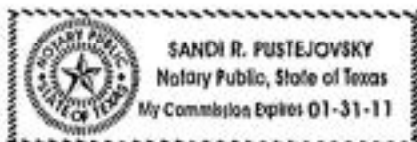
By: HPC FORNEY GP PARTNERS, LTD., a Texas limited partnership, its general partner

By: HANOVER SERVICES GROUP, INC., a Texas corporation, its general partner

By: *Michael N. Maberry*
Michael N. Maberry, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of May 2008 by Michael N. Maberry, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of HPC Forney GP Partners, Ltd., a Texas limited partnership, on behalf of such limited partnership in its capacity as its general partner of Forney 921 Infrastructure Partners, L.P., a Texas limited partnership, on behalf of such limited partnership.



Sandi R. Pustejovsky
Notary Public, The State of Texas
Dec 16 2008 10:16 AM

AFTER RECORDING, PLEASE RETURN TO:
Scott J. Conrad • SettlePou • Attorneys
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219

Inst # 2008- 00002654

Filed for Record in: Kaufman County
On: May 05, 2008 at 09:16A

Kaufman County
Honorable Laura Hughes
County Clerk
Kaufman, Texas 75142



70 2008 00008654

Instrument Number: 2008-00008654

As

Recordings

Recorded On: May 05, 2008

Parties: DEVONSHIRE

To PUBLIC

Billable Pages: 50

Number of Pages: 51

Comment: COMMUNITY COVENANT CONSTR

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|--------|
| Recordings | 212.00 |
| Total Recording: | 212.00 |

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-00008654

Receipt Number: 94736

Recorded Date/Time: May 05, 2008 09:16:36A

Book-Vol/Pg: BK-OR VL-3389 PG-339

User / Station: A Guerrero - Search1

Record and Return To:

SCOTT CONRAD
3333 LEE PARKWAY
SUITE 800
DALLAS TX 75219



THE STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Kaufman County, Texas.

Laura A. Hughes
Laura Hughes, Kaufman County Clerk