

SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WOODCREEK AND
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WOODCREEK PHASE 3D ADDITION

RTT 1003-78938 TWS

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Woodcreek and Declaration of Covenants and Restrictions for the Woodcreek Phase 3D Addition (this "Supplemental Declaration"), is made on the date hereinafter set forth by Southstar Woodcreek Developer, LLC, a Texas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, PRA/Fate Development Corp., a Texas corporation ("PRA/FATE"), as declarant, has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Woodcreek, which was filed for record on March 31, 2003, under clerk's file number 275591, in the land records of Rockwall County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant is the successor to PRA/FATE by virtue of that certain assignment of declarant's rights, filed under clerk's file number 20130000497469 in the land records of Rockwall County, Texas; and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof; and

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants,

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WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof; and

WHEREAS, the Property is included in the real property which, pursuant to Article IX of the Master Declaration, Declarant may unilaterally subject to the provisions of the Master Declaration; and

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restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

ARTICLE I.

DEFINITIONS

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II.

PROTECTIVE COVENANTS

1. Terms. The following terms when used in this Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Woodcreek Phase 3D Addition ("Addition") designated as a lot on the subdivision plat of the Property as recorded in the plat records of Rockwall County, Texas, creating a subdivision designated as Woodcreek Phase 3D Addition (the "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot. For purposes hereof and of the Master Declaration, the Addition shall be a separate Village and the Village name shall be Woodcreek Phase 3D Addition.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable.

(d) "Association" shall mean Woodcreek Fate Homeowners Association, Inc.

2. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (ii) the business activity conforms to all zoning requirements for

the Lot; (iii) the business activity does not involve door-to-door solicitation of residents of the Property or visitation of the Home by clients, customers, suppliers or other business invitees (or only involves an irregular and nominal level of such visitation as determined in the sole discretion of the Board); (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board; and (v) there is no signage or other advertising with the business name or anything about the business on the exterior of the Home on the Lot, on the mailbox on the Lot or otherwise on the exterior of the Home or the Lot. Except for portable storage and accessory buildings permitted pursuant to the terms of this Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Supplemental Declaration and the Master Declaration.

3. Screening and Fences.

(a) No fences, hedges, screens, barriers or walls shall be erected or maintained on any Lot unless first approved by the Committee. No fence shall be erected, placed or altered on any Lot nearer to any front street than the front face of the Home constructed on the Lot, unless specifically approved by the Committee. Except for the perimeter of the Property where the developer may construct an eight (8) foot high fence or wall and as approved by the Committee, fences shall not exceed six (6) feet in height (unless otherwise approved by the Committee) and shall be constructed only of masonry, decorative iron or wood in accordance with current guidelines prescribed by the Committee. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee. The decorative side of the fence shall face the street.

(b) Chain link fences for dog runs and similar enclosures are permitted. Such fencing shall not exceed six (6) feet in height. In no case shall chain link fencing be visible from the street or adjacent properties and it shall be screened from all sides in a manner acceptable to the Committee. Further, the decorative side of a fence must face the street on any Lot adjacent to a street.

(c) Air conditioning equipment and utility meters shall be placed at the side or rear of the Home. Any air conditioning unit shall be screened from adjacent properties and from the street by permanent landscape screening. Utility meters shall be fully accessible to utility employees.

(d) Pool equipment shall be placed at the side or rear of the Home such as not to be visible from the street and shall be screened from view from adjacent properties and streets

by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest element of such equipment.

4. Landscaping and Removal of Dirt; Limitation on Garden Crops. All Lots shall be landscaped within sixty (60) days following completion of construction of a Home thereon. Landscaping shall include placement of sod in the front yard and planting of shrubs along the front of the Home's foundation. The New Construction Committee shall have the ability to grant an extension of the time frame for completion of landscaping for seasonal conditions. In front of each Home, at least one (1) tree shall be retained or planted; and if Home is on a corner Lot, one (1) tree shall be planted or retained adjacent to each street. Unless otherwise approved by the Committee, the required trees shall have a minimum size of three (3.0") caliper inches and be one of the following species: Pecan, Cedar Elm, Live Oak, Texas Red Oak, Shumard Red Oak and Bur Oak. So as to not create a drainage problem, the digging or the removal of any dirt from any Lot is prohibited, except in conjunction with landscaping, drainage or construction of approved improvements thereon. Only landscaping consisting of sod, shrubs and trees which are generally found in quality residential neighborhoods shall be permitted in front yards, side yards and visible areas of back yards. Garden and agricultural crops and plants, such as but not limited to corn, wheat, onions, tomatoes and okra, are only permitted in back yards and then only if screened from view from adjacent properties and streets by permanent landscape screening or fencing as permitted herein of sufficient height to screen the highest variety of such crops.

5. Annoyance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Temporary Structures and Vehicles.

(a) Except for children's playhouses, dog houses, greenhouses, tool sheds, and gazebos, no structure of a temporary character, whether trailer, tent, shack, garage, barn or outbuilding shall be maintained or used on any Lot at any time, either temporarily or permanently; provided, however, the Committee in its sole discretion may approve other temporary structures and Declarant reserves the exclusive right for itself and home builders (subject to Committee approval) who have contracted to purchase Lots to erect, place and maintain such facilities in or upon any portions of the Lots as Declarant, in its sole discretion, deems necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Lots. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) No truck with tonnage in excess of three-quarter (3/4) ton; camper; motor home; trailer; vehicle of any type (whether or not operable); or boat (whether powered, sail or otherwise), other than a conventional automobile, may be parked, kept or stored on any Lot (except in a garage) or on any street, for more than twenty-four (24) continuous hours, unless parked, stored or placed within the garage on the appropriate Lot, or within the building lines of such Lot and screened from the view of the general public and from adjacent Lots.

7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the rights of the Committee and Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. The right is reserved by Declarant to construct and maintain and to permit builders or others to construct and maintain such signs, billboards or advertising devices as are deemed necessary or desirable, in Declarant's sole and absolute discretion; it being specifically acknowledged that Declarant reserves the right to authorize the construction of billboards along State Highway 66 and Interstate Highway 30, for commercial purposes.

8. Water, Oil and Mining Operations. No water well drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public or from adjacent Lots, unless approved in writing by the Committee. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

10. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb abutting said Lot.

11. Antennas. Unless otherwise approved by the Committee, no antenna towers other than a traditional rooftop antenna designed to receive television broadcast signals shall be permitted which antenna must be of a customary and reasonable size and appearance as determined by the Committee. Notwithstanding the foregoing to the contrary, satellite dishes with a diameter of one (1) meter or less may be installed provided the dish is not visible from the street and is not installed on the front of the Home.

12. Animals. No animals, reptiles, livestock, insects, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

13. External Sculpture and Like Accessories. No sculptures, fountains, free standing flag poles, clothes lines and like accessories shall be installed, maintained or permitted on any Lot without the prior approval of the Committee.

14. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations, as applicable, of the City of Fate, Texas (the "City"), Rockwall County, Texas and the Rockwall County Consolidated Municipal Utility District in which the Property is located, or any other applicable governmental authority.

15. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

16. Sales & Construction Period. Notwithstanding the provisions of this Supplemental Declaration, the Declarant or any other developer of the Property, and their respective agents, employees and assigns are permitted to maintain such facilities and carry on such activities as may be reasonably required for the completion, improvement and sale of Lots and Homes including without limitation the installation and operation of sales and construction trailers and offices, signs and model residences as may be approved by the Committee. This right to maintain such facilities and carry on such activities shall include the right to use Homes as model residences and to use any Home as an office for sale of Homes and Lots and related activities. During construction, the Owner of a Lot shall provide an enclosure of adequate size wherein all construction debris and waste shall be collected for disposal by the Owner. Once commenced, construction shall be diligently pursued to the end such that it shall be completed within twelve (12) months from the date that construction commenced on Lot.

17. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or Rockwall County, Texas, may be required by the franchise of any utility company, or authorized by the Declarant, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

18. Minimum Lot Area. No Lot may be re-subdivided. Notwithstanding the foregoing to the contrary, Declarant and Declarant Affiliates may subdivide Lots in accordance with any applicable requirements of the City or Rockwall County, Texas.

ARTICLE III.

DESIGN GUIDELINES

1. Building Type.

(a) No Home shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from any public street.

(b) No Home shall be constructed next to or directly across the street from a Home with the same front exterior design. The Committee shall have the right to not approve plans for construction of a Home with a front exterior design that it deems, in its sole judgment, to be the same as a Home located next to or across the street from the proposed Home.

2. Minimum Floor Space. Each proposed Home submitted to the New Construction Committee on each Lot shall contain at least 1,450 square feet of air conditioned area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Finished Floor Elevations. All Homes constructed on the Lots shall comply with the minimum finished floor elevations as set out in the Subdivision Plat, unless otherwise approved by the New Construction Committee for sound construction reasons.

4. Lot Set Back Requirements. No structure shall be located on a Lot closer to the Lot boundaries than the following set back requirements or such greater set backs as are required by the Subdivision Plat or the City or Rockwall County, Texas ordinances, as applicable:

(a) Front Yard Set Back - The front yard set back shall be as set out in the Subdivision Plat for each Lot, however, garage doors which face the street shall be set back a minimum of eighteen feet (18') from the front property line;

(b) Side Yard Set Back - The side yard set backs shall be a minimum of five (5) feet for any one side yard, and ten (10) feet for any side yard adjacent to a street, or greater than these set-backs if specified on the Subdivision Plat; and

(c) Rear Yard Set Back - The minimum rear yard set back shall be ten (10) feet.

5. Materials. At least eighty percent (80%) of the total outside wall areas of any Home (including garage) erected on any Lot shall be constructed of brick, stone, brick veneer, stone veneer, stucco type material, or other masonry materials approved by the Committee ("Masonry Material"); provided, however, one hundred percent (100%) of the front outside wall area of any Home shall be of Masonry Material. Further, if located on the front of a Home, dormers, exterior walls located over roofs, covered porches, gables or other exterior features located above a first floor plate line, are not required to be constructed of Masonry Material. A

chimney located on the front exterior of a Home shall be constructed of Masonry Materials on the three (3) exterior sides. The side facing the Home may be non-masonry. Masonry Materials do not include hardiboard, hardiplank or similar materials. The outside wall areas of a Home which are not required to be of Masonry Materials shall be constructed of hardiboard, hardiplank or similar materials which are approved by the Committee.

6. Mail Boxes. Mail boxes for each Home shall be uniform and shall be constructed in accordance with guidelines prescribed by the Committee.

7. Roofs. All roofs shall be of wood shingles, simulated wood shingles, tile, slate, metal or three-dimensional composition shingles with a minimum twenty 20 year warranty; and all roof shingles shall be dimensional or shadow line type shingles. All wood shingles must be treated with a fire proofing substance, and before installation of wood shingles a certificate from the manufacturer or supplier stating the terms of the warranty of the fire proofing shall be presented to the Committee. All major roof lines must be pitched a minimum of six (6) inches in twelve (12) inches (this requirement will not apply to the roof area over a front porch of a Home); provided, however, all side-to-side roof lines on the front of a Home must be pitched a minimum of eight (8) inches in twelve (12) inches (this requirement will not apply to side-to-side roof lines on dormers or on the front-to-back elevations of a Home or on the roof area over a front porch of a Home). The Committee may permit a lesser pitch where such pitch is consistent with the architectural style of the Home as judged by the Committee at its sole discretion. The Committee shall approve the color of all roofs. All roof venting and roof flashing that is not painted/finished by the manufacturer, shall be painted to match roof color.

8. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The Committee may approve the construction of a residential dwelling with garage space for only one automobile; however, the Committee shall require at least three (3) additional "off-street" paved parking spaces located within the Lot boundaries. The interior walls of every garage shall be finished with taped and bedded sheet rock or other material acceptable to the Committee. Conversion of any carport or garage to finished space for use as an apartment or other internal part of the living area of a Home is prohibited without the prior approval of the Committee.

9. Driveways. Driveways shall be constructed of concrete or other masonry material set on a concrete base. Driveways shall provide parking space for at least two (2) conventional automobiles within the area of the Lot.

10. Exterior Structures and Recreational Equipment. Any outbuildings constructed on the Lot shall be constructed of material complementary to the material used in the construction of the Home. No gazebo, pool pavilion, trellis, greenhouse, storage shed or similar structure and no tennis court, basketball backboard, swing set or similar recreational equipment shall be constructed or placed upon any Lot or Home without prior written approval of the Committee. In no case shall lighting for tennis courts, basketball courts or other recreational purposes be permitted.

11. Retaining Walls. All retaining walls shall be constructed of new treated wood cross ties, stone, brick or other masonry material as approved by the Committee. After the initial construction, the cost and maintenance of such retaining walls shall be the responsibility of the property Owner of the property at the higher finished elevation of the contiguous lots. In the event that the Owners of adjacent Lots or dwellings disagree on the necessity of the construction of a retaining wall, the Committee shall be the final arbiter of such issue.

12. Drainage. Prior to construction of any improvements, including swimming pools, a drainage plan showing existing and proposed topography and ultimate direction of all storm water drainage must be submitted to the Committee for its review and approval.

ARTICLE IV

NEW CONSTRUCTION AND MODIFICATION COMMITTEES

1. Administration of Covenants and Guidelines. Responsibility for administration of the protective covenants and Design Guidelines set forth or provided for in this Supplemental Declaration and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in Sections (2) and (3) below. The members of the Committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

2. New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Lots. Until one hundred percent (100%) of the Properties subject to the Master Declaration have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (hereinafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Supplemental Declaration. The NCC may delegate its authority as to any subdivision, if designated as a separate Village, to the Village Association, if any, so long as the NCC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the NCC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice.

3. Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. In the event the MC is not established, the NCC shall retain all power granted to the MC by this provision. The MC, if

established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The MC may delegate its authority as to a particular Village to the Village Association, if any, so long as the MC has determined that such Village Association has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Any such delegation may be revoked and jurisdiction reassumed at any time by written notice. The NCC shall have the right to veto any action taken by the MC or a Village Association which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

4. Guidelines and Procedures.

(a) The Declarant or the NCC may prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. Notwithstanding the foregoing to the contrary, the Declarant, in its sole discretion, may allow an architectural review committee appointed for a particular Village to adopt and administer Design Guidelines for such Village. If such authorization is granted, the remaining provisions of this Article shall not apply to such Village unless the architectural review committee assigns its rights to the NCC or MC.

(b) The NCC may adopt the Design Guidelines at its initial organizational meeting or a subsequent meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

(c) The NCC shall make the Design Guidelines if adopted available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the County Clerk's Office, Rockwall County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(d) The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in

relation to surrounding structures, topography, and finish grade elevation, among other things. In the event that the NCC or MC fails to approve or to disapprove an application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 6 below in this Article.

5. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval ("Approved Plans"), shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval; provided, however, after the NCC has approved plans and elevations for a particular style Home for a particular Builder, such specific plans and elevations will not need to be approved again, but such Builder will be required to submit a plot plan to the NCC for approval for each site on which it intends to use such previously approved plans and elevations (appropriately identifying such pre-approved items) and such Builder shall otherwise be subject to the anti-monotony provisions of Article III, Section 1(b) and the other requirements herein.

6. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the cost of complying with the NCC guidelines or procedures shall not be considered a hardship warranting a variance.

7. Inspection. The Declarant shall have the right, but not the obligation, to appoint third party inspectors ("Inspectors") to conduct inspections ("Inspections") of any construction or modifications pursuant to any Approved Plans, which right the Declarant may wish to exercise as the Property is in an unincorporated area. To cover the costs of such Inspections and the costs of administration of such activities, reasonable inspection fees in the amounts determined from time to time by the Declarant shall be charged to the Builder or Owner performing such construction or modifications, which shall be paid to the party designated by the Declarant within ten (10) days of the invoice or if required by Declarant, prior to and as a condition to commencing the applicable construction or modifications. If the Declarant chooses not to exercise the rights in this section, the Board shall have the right, but not the obligation, to do so.

8. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and any Inspections are made as accommodations only, and neither the NCC, nor the MC, the Inspectors, the Declarant, Fate Land, any other Declarant Affiliates, the Association, the Board, or any committee, member, owner, director, officer, employee or agent of any of the foregoing (a) shall bear any

responsibility for ensuring or be obligated to ensure (i) the structural integrity or soundness of any construction or modifications, (ii) compliance with the requirements of this Supplemental Declaration as amended and supplemented, other Association rules or requirements, any applicable building codes or other governmental requirements, (iii) the enforcement of any of the requirements described in clause (ii) above, or (iv) the value or quality of any improvement, or (b) be held liable for any injury, damages, costs or loss arising out of (i) the manner or quality of construction on or modifications to any Unit, (ii) the failure of any party to ensure the items described in clauses (a)(i) through (iv) above, (iii) or the failure of any party to enforce the requirements described in clause (a) (ii) above; and any Owner by accepting title to a Unit, hereby forever unconditionally releases and waives any claims for or relating to the matters described above in this Section and agrees not to pursue any of such claims in any manner whatsoever, including without limitation before any court or administrative body.

9. Enforcement.

(a) Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming and any finding by the Inspector that any improvements are not constructed in accordance with the applicable Approved Plans or are otherwise deficient shall be a violation of this Article. Upon written request from the Board or the Declarant (which request, the Board or Declarant shall have the right to make, but shall not be obligated to make), the applicable Owner shall, at its own cost and expense, either as applicable correct the violation or remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to either correct the violation or remove and restore as required, the Board or its designees shall have the right (but not the obligation) to enter the property and to correct the violation or remove the violation and restore the property to substantially the same condition as previously existed. All costs of Inspections and of any actions which the Board or its designees are authorized to take by this Article, which may include monetary fines imposed by the NCC for violation of this Article, together with the interest at the lower of the rate of fifteen percent (15%) per annum or the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment, subject to any applicable requirements of the TRP Act.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines, in addition to the fees, costs and fines provided in the preceding paragraph, may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, nor its officers, directors or members shall be held liable to any Person for exercising the rights granted by this paragraph.

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing (but not the obligation) to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE V

AMENDMENTS

1. By Declarant. Until termination of the Class "B" membership, this Supplemental Declaration may not be amended without the approval of the Declarant.

2. By Owners.

(a) Except as may be otherwise specifically provided herein or in the Declaration, this Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of more than fifty percent (50%) of the total Class "A" and Class "B" votes in the Association, and (ii) so long as the Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B" to the Master Declaration, the consent of the Declarant.

(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

[Signature block on next page]

EXECUTED to be effective as of the 16 day of May, 2014.

DECLARANT:

SOUTHSTAR WOODCREEK DEVELOPER, LLC,
a Texas limited liability company

By: J. Larry Rutherford
J. Larry Rutherford, President

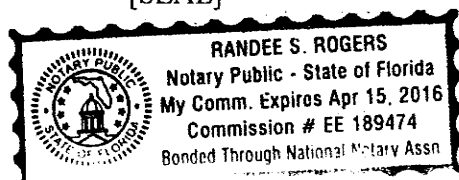
STATE OF FLORIDA

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§
§

COUNTY OF MIAMI-DADE

This instrument was acknowledged before me on the 16 day of MAY, 2014,
by J. Larry Rutherford, President of SOUTHSTAR WOODCREEK DEVELOPER, LLC, a
Texas limited liability company, on behalf of said company.

[SEAL]



Randee S. Rogers
Notary Public in and for the State of Texas Florida

Printed Name: RANDEE S. ROGERS

My Commission Expires Apr 15, 2016

EXHIBIT "A"

Description of Property

LEGAL DESCRIPTION

BEING that certain tract of land situated in the JOSHUA HODGES SURVEY, ABSTRACT NO. 103, in the City of Fate, Rockwall County, Texas, and being part of a called 348.201 acre tract of land described as Part 1 in a Special Warranty Deed from Fate Land, L.P. to PRA/FATE Development Corporation, recorded in Volume 2919, Page 188 of the Real Property Records of Rockwall County, Texas, (RPRRCT), and being more particularly described as follows;

BEGINNING at an "X" cut in concrete found, said "X" being located at the east corner intersection of Woodcreek Boulevard (called 100 foot R.O.W.), and C. D. Boren Parkway, (called 100 foot R.O.W.) and also being the beginning of a non-tangent curve to the left;

THENCE with the southeasterly right-of-way line of said C. D. Boren Parkway, and with said curve having a central angle of 02 degrees 33 minutes 41 seconds, a radius of 2100.00 feet and a chord bearing North 74 degrees 03 minutes 42 seconds East, for 93.88 feet and an arc distance of 93.89 feet to the end of said curve, an "X" cut in concrete set for corner;

THENCE South 39 degrees 33 minutes 33 seconds East, a distance of 216.42 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE with said tangent curve to the left having a central angle of 19 degrees 19 minutes 20 seconds, a radius of 25.00 feet and a chord bearing South 01 degrees 40 minutes 14 seconds East, for 8.39 feet, and an arc distance of 8.43 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve, and the beginning of a tangent reverse curve to the right;

THENCE with said tangent curve to the right having a central angle of 04 degrees 27 minutes 19 seconds, a radius of 638.20 feet and a chord bearing South 09 degrees 06 minutes 14 seconds East, for 49.61 feet and an arc distance of 49.63 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set for corner;

South 06 degrees 52 minutes 35 seconds East, a distance of 46.68 feet;

North 72 degrees 08 minutes 03 seconds East, a distance of 63.86 feet;

North 69 degrees 50 minutes 23 seconds East, a distance of 38.68 feet;

North 67 degrees 55 minutes 48 seconds East, a distance of 72.97 feet;

North 66 degrees 19 minutes 00 seconds East, a distance of 62.55 feet;

North 64 degrees 49 minutes 38 seconds East, a distance of 62.55 feet;

North 63 degrees 27 minutes 43 seconds East, a distance of 52.13 feet;

North 62 degrees 13 minutes 15 seconds East, a distance of 52.13 feet;

North 60 degrees 51 minutes 20 seconds East, a distance of 62.55 feet;

North 59 degrees 21 minutes 59 seconds East, a distance of 62.55 feet;

And North 57 degrees 52 minutes 37 seconds East, a distance of 62.55 feet;

THENCE North 56 degrees 09 minutes 47 seconds East, a distance of 62.69 feet to a 1/2-inch iron rod with red cap found for corner, said iron rod being the southwest corner of Lot 12, Block G, of Woodcreek Phase 3-B, an addition to the City of Fate according to Plat recorded in Cabinet F, Slide 189, of the Map Records of Rockwall County, Texas, (MRRCT);

THENCE South 54 degrees 36 minutes 49 seconds East, with the southwest line of said Woodcreek Phase 3-B, a distance of 192.53 feet to a 1/2-inch iron rod with red cap found for corner;

THENCE South 00 degrees 47 minutes 58 seconds East, with the west line of Woodcreek Phase 3-B, a distance of 227.30 feet to a 1/2-inch iron rod with red cap found for corner;

THENCE North 89 degrees 12 minutes 02 seconds East, continuing with the west line of Woodcreek Phase 3-B, a distance of 7.63 feet to a 1/2-inch iron rod with red cap found for corner;

THENCE South 00 degrees 47 minutes 58 seconds East, continuing with the west line of Woodcreek Phase 3-B, a distance of 118.20 feet to a 1/2-inch iron rod with red cap found for corner, said iron rod being located on the north line of the First Baptist Church of Fate, Addition No. One, an addition to the City of Fate, according to the plat recorded in Cabinet C, Slide 361, MRRCT;

THENCE South 89 degrees 12 minutes 02 seconds West, leaving the aforementioned southwesterly line of Woodcreek Phase 3-B, and along the north line of said First Baptist Church Addition, a distance of 362.72 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the northwest corner of said First Baptist Church Addition;

THENCE South 01 degree 30 minutes 00 seconds East, along the west line of said First Baptist Church Addition, a distance of 370.75 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found at the southwest corner of said First Baptist Church Addition and also being located on the north line of Lot 2, of the Philip E. Wetzel Addition, an addition to the City of Fate according to plat recorded in Cabinet E, Slide 184, MRRCT, from which a 5/8 inch capped iron rod found bears South 06 degrees 45 minutes 30 seconds East, a distance of 0.66 feet;

THENCE South 89 degrees 12 minutes 36 seconds West, along the north line of said Lot 2 of the Wetzel Addition, a distance of 198.36 feet to a 1/2 inch pipe found for corner, said pipe being located on the east line of Lot 1 of said Wetzel Addition, from which a 5/8 inch capped iron rod found bears South 01 degrees 25 minutes 45 seconds East, a distance of 1.04 feet;

THENCE North 01 degree 25 minutes 45 seconds West, with said east line of Lot 1 of the Wetzel Addition, passing at a distance of 74.22 feet a 5/8 inch capped iron rod found, continuing in all, a distance of 75.26 feet to a 1/2 inch iron rod found for corner;

THENCE South 80 degrees 02 minutes 52 seconds West, with the north line of Lot 1 of the Wetzel Addition, a distance of 257.47 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, said iron rod being an "ell" corner of Lot 2, Block A of Woodcreek Phase 1B, an addition to the City of Fate according to plat recorded in Cabinet F, Slide 139, MRRCT;

THENCE North 01 degree 29 minutes 36 seconds West, along the east line of said Lot 2, Block A of Woodcreek Phase 1B, a distance of 307.63 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the beginning of a non-tangent curve to the right at the northeast corner of said Lot 2;

THENCE along said non-tangent curve to the right being the north line of said Lot 2 and having a central angle of 20 degrees 23 minutes 30 seconds, a radius of 525.00 feet and a chord bearing North 88 degrees 09 minutes 28 seconds West, for 185.86 feet and an arc distance of 186.85 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the end of said curve;

THENCE North 77 degrees 57 minutes 43 seconds West, continuing along the north line of said Lot 2, a distance of 27.57 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the beginning of a non-tangent

curve to the left at the northwest corner of said Lot 2 and also being located on the easterly right-of-way line of the aforementioned Woodcreek Boulevard;

THENCE along said non-tangent curve to the left and said easterly right-of-way line of Woodcreek Boulevard, having a central angle of 28 degrees 33 minutes 02 seconds, a radius of 450.00 feet and a chord bearing North 00 degrees 56 minutes 51 seconds East, for 221.92 feet and an arc distance of 224.22 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the end of said curve;

THENCE North 13 degrees 18 minutes 13 seconds West, continuing along the easterly right-of-way line of Woodcreek Boulevard, a distance of 175.85 feet to the POINT OF BEGINNING of herein described tract, containing an area of 10.833 acres of land.