

AFTER RECORDING RETURN TO:  
Tim Hagen  
Hagen & Parsons, P.C.  
14643 Dallas Parkway, Suite 570  
Dallas, Texas 75254

**FIRST SUPPLEMENTARY DECLARATION  
TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GRIFFIN PARC  
(Griffin Parc, Phase 2)**

THIS FIRST SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRIFFIN PARC (this "Supplement") is made by FRISCO LEGACY, LTD., a Texas limited partnership ("Declarant"), as of the 25 day of September, 2002.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Griffin Parc (the "Declaration"), dated July 16, 2001, and recorded in the Real Property Records of Denton County, Texas, under County Clerk's File No. 2001-R0071254; and

WHEREAS, the Declaration remains in full force and effect; and

WHEREAS, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration of filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Declaration to such property; and

WHEREAS, the Declaration also provides that such Supplementary Declaration may contain such additions and modifications to the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character of the added properties; and

WHEREAS, Declarant is the owner of the real property (the "Annexed Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and Declarant desires to (i) add the Annexed Property to the scheme of the Declaration and (ii) add and/or modify certain covenants and restrictions applicable to the Annexed Property; and

WHEREAS, Declarant desires and intends that the covenants, conditions, restrictions, charges and liens described in this Supplement encumber and apply only to the Annexed Property, in addition to the covenants, conditions, restrictions, charges, and liens described in the Declaration; and

WHEREAS, Declarant executes this Supplement to supplement the covenants, conditions, restrictions, charges, and liens imposed by the Declaration in order to create and carry out a uniform plan for the improvement, development, and sale of the Annexed Property for the benefit of the present and future owners of the Annexed Property and the other property covered by the Declaration.

NOW, THEREFORE, Declarant declares that (i) the Declaration is hereby supplemented with this Supplement, (ii) the Annexed Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Protective Covenants") hereinafter set forth, (iii) the Annexed Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration, as such items may be modified by the Protective Covenants; and (iv) the Annexed Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and provisions of the Ordinance.

1. Defined Terms. Unless otherwise expressly stated herein to the contrary, capitalized terms used herein shall have the meaning given to them in the Declaration. The following words when used in this Supplement shall have the following meanings:

(a) Non-Townhouse Lots" shall mean all of the Lots in the Annexed Property, except the Townhouse Lots.

(b) "Ordinance" shall mean that certain Planned Development Ordinance No. 00-09-33 enacted by the City of Frisco, Texas, as amended by Planned Development Ordinance No. 00-12-06 enacted by the City of Frisco, Texas, copies of which are attached hereto as Exhibit "B" and made a part hereof for all purposes.

(c) "Townhouse Lots" shall mean the Lots described on Exhibit "C" attached hereto and made a part hereof for all purposes.

2. Exclusive Use Easements. Declarant reserves the right to grant exclusive use easements on portions of the Common Properties adjacent to Lots within the Annexed Property. Any such exclusive use easement shall be granted to the Owner of the Lot within the Annexed Property adjacent to the portion of the Common Properties subject to such easement. Should such an exclusive use easement be granted, the grantee of such easement shall be solely responsible for the maintenance of the portion of the Common Properties subject to such easement.

3. Front Yard Maintenance and Annual Maintenance Assessments. Notwithstanding anything to the contrary set forth in Section 5.04 or Section 5.06 of the Declaration, the Association shall care for and maintain the front lawns of all Townhouse Lots and the Annual Maintenance Assessment for each Owner of a Townhouse Lot shall be \$45.00 per month above the Annual Maintenance Assessment for the Owners of non-Townhouse Lots. The additional \$45.00 assessment for the Owners of Townhouse Lots may be increased in the same manner as the Annual Maintenance Assessment may be increased pursuant to Section 5.04(c) of the Declaration; provided, however, any such increase must be attributable to an increase in the actual cost of maintaining the front lawns of the Townhouse Lots.

4. Residential Purposes. Section 9.2 of the Declaration shall not apply to the Lots in the Annexed Property, but the following shall be applicable to the Lots in the Annexed Property:

Each Lot (including land and improvements) shall be used and occupied for residential purposes. Rental quarters and "granny flats" not to exceed 650 square feet shall be permitted to be constructed and occupied by an extended family member of the Owner or leased to a tenant. Should the residence include rental quarters or a "granny flat," the Owner shall provide at least one parking space that is not located on the street for the family member or tenant; provided, however, in the event the rental quarters or "granny flat" is used as a home office, no such additional parking space shall be necessary. In the event the main residence on a Lot is leased, the Owner may not lease the rental quarters or "granny flat" to any party other than the party that leased the main dwelling. Home offices shall be permitted to the extent allowed by the City of Frisco. Home offices shall be discreet, shall not display illuminated signage, and not create a nuisance to the other Owners.

5. Minimum Floor Space. Section 9.04 of the Declaration shall not apply to the Lots in the Annexed Property, but the following shall be applicable to the Lots in the Annexed Property:

All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each single family detached residential dwelling constructed on any Lot shall contain a minimum of one thousand eight hundred (1,800) square feet.

6. Exterior Surface Materials. Notwithstanding anything to the contrary set forth in Section 9.12(a) of the Declaration, the exterior surface of all residential dwellings may not be constructed of wood, or compressed wood particle sheathing products.

7. Roofs and Roofing Materials. Notwithstanding anything to the contrary set forth in Section 9.12(a) of the Declaration, (i) rental quarters, "granny flats," or any other detached structure shall have the same roofing materials as the main dwelling, (ii) the roof pitch of any porch, lean to, shed, or roof over a porch or dormer attached to the main residence shall be 3" x 12" minimum unless otherwise approved in writing by the Architectural Control Committee, and (iii) the roof pitch of the main residence shall be 6" x 12" minimum, unless approved in writing by the Architectural Control Committee.

8. Front Porches. As set forth in the Ordinance, a majority of the residences constructed on Lots in the Annexed Property shall have a front porch. Front porches shall be permitted to extend into the front building setback as indicated on the Final Plat of the Annexed Property. Front porches shall contain at least fifty (50) square feet of covered space and shall be at least six feet (6') deep. Front porches may not be enclosed as living areas or solariums, without the prior written consent of the Architectural Control Committee, and screened porches will also be subject to the prior written approval for the Architectural Control Committee. Front porches shall be kept neat in appearance and shall not be used for storage. Furnishings situated on front

porches must be durable and suitable for exterior use, and potted plants shall be kept in a healthy, living condition. Seasonal decorations shall be removed in a timely manner.

9. Sidewalks. Notwithstanding anything to the contrary set forth in Section 9.12(b) of the Declaration, sidewalks adjacent to public streets running east/west shall be five (5) feet in width and sidewalks adjacent to public streets running north/south shall be four (4) feet in width.

10. Garages. Notwithstanding anything to the contrary set forth in Section 9.13 of the Declaration:

(a) The garage door on any Lot adjacent to an alley shall face the alley, to the extent possible, or otherwise approved in writing by the Architectural Control Committee, and the driveway shall utilize the alley for purposes of ingress and egress, to the extent possible, or otherwise approved in writing by the Architectural Control Committee.

(b) Garage doors shall not face the Common Properties, unless approved in writing by the Architectural Control Committee.

(c) Garages constructed on corner Lots shall be either (i) located adjacent to the interior lot line or (ii) contain window features, approved in writing by the Architectural Control Committee, in the portion of the garage facing the street.

(d) Garage doors shall be set back at least 18 inches from the front face of the facade of the main residence.

(e) Each garage door shall be a single car door with a height no greater than industry standard, unless approved in writing by the Architectural Control Committee.

(f) Garage doors facing a public street or the Common Property shall be detailed with batten strips, faced with rough sawn wood, covered with a projecting roof canopy, or otherwise treated in an architectural manner, approved in writing by the Architectural Control Committee, to reduce the scale and mass of the garage doors.

11. Landscaping and Sprinkler System. Section 9.14 of the Declaration shall not apply to the Lots in the Annexed Property, but the following shall be applicable to the Lots in the Annexed Property:

Any and all plans for the landscaping of front yards and side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Each Lot on which a residential dwelling is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to all

front yards and all side yards not enclosed by solid fencing. Weather permitting, each Lot shall be fully landscaped within one hundred twenty (120) days after the date the residence thereon is ninety-five percent (95%) complete. Other than the front lawn, which shall be the responsibility of the Association, each Lot Owner shall be responsible for maintaining his own lawn and landscaping in a healthy and attractive condition. Yards shall be landscaped in accordance with the following restrictions based on the type and location of the Lots.

(a) Townhouse Lots. The Owners of all Townhouse Lots shall plant and maintain (i) at least one (1), two and one-half inch (2½") caliper tree in the rear yard between the alley and the rear fence and (ii) at least one (1) shade tree in the street parkway adjacent to their Lot.

(b) Non-Townhouse Lots. The Owners of all Non-Townhouse Lots shall plant and maintain (i) at least one (1), two and one-half inch (2½") caliper tree in the rear yard and (ii) at least two (2) shade trees in the street parkway adjacent to their Lot. Trees planted in the street parkway shall be planted so that a spacing of approximately forty feet (40') between trees is achieved.

In addition to the above requirements relating to trees in the street parkway, the Owners of corner Lots (whether a Townhouse Lot or a Non-Townhouse Lot) shall plant and maintain such additional shade trees in both of the street parkways adjacent to their Lots, as may be necessary to achieve the forty foot (40') spacing described above. All trees planted in the street parkway shall be at least three and one-half inch (3½") caliper shade trees and shall be planted between the sidewalk and the curb.

12. Fences and Hedges. Section 9.15 of the Declaration shall not apply to the Lots in the Annexed Property, but the following shall be applicable to the Lots in the Annexed Property:

No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee will strive to protect and preserve views of the Common Properties. All wooden fences shall: (i) be of spruce or better wood materials (except structural components); (ii) have a maximum height of six (6) feet, of which the first four (4) feet may be solid wood, butt joint, or board on board, or as otherwise approved in writing by the Architectural Control Committee, and the top two (2) feet shall be lattice-type wood, PVC, or as

otherwise approved in writing by the Architectural Control Committee, and (iii) stained with a cedar transparent stain, clear sealer, or left natural; provided, however, any wood fence situated on a corner Lot and adjacent to any street (excluding alleys) must be stained a transparent cedar color. The finished side of all wood picket fences shall face the north or the east, unless the wood picket fence is adjacent to a public street, alley, or a Common Property, in which case, the finished side shall face the public street, alley, or Common Property. All decorative steel fences shall (i) be of a "wrought iron" design, (ii) have a maximum height of six (6) feet; and (iii) be painted flat black or white, in an exterior rust resistant oil base paint. Dog-eared top fences shall be permitted. Notwithstanding anything to the contrary contained herein, picket fences less than 48 inches in height may extend to the front, rear, or side property line of any Lot. Hedges shall not exceed 48 inches in height and shall be maintained and clipped in an attractive manner. Hedges may extend to the front, rear, or side property line of a Lot, but shall be planted at least two feet (2') from the sidewalk and shall be maintained so as not to restrict the use of the sidewalk. All service and sanitation facilities, clothes lines, wood piles, tool sheds and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from the adjoining Lots, the Common Properties, or the residential streets. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing.

(a) Front Yard Fencing. Fencing and hedges will be allowed to extend from the perimeter of a dwelling to the front, side, or rear property lines. Fencing in the front yard of any Lot (i) shall have a minimum height of 36 inches and a maximum height of 42 inches, excluding the posts or columns; (ii) shall be decorative steel "wrought iron" or pickets of wood or plastic, such that at least fifty percent (50%) of the fence area is open space; and (iii) may contain masonry columns that match the masonry used in the main residence.

(b) Corner Yard Fencing. Fencing on corner Lots visible from the streets or Common Properties shall be constructed as noted in Subparagraph (a) above. Wrought-iron fences or picket fences may extend to the front property line of the Lot, provided the fences comply with the height limitations set forth above, and to the side property line of the Lot adjacent to the street. Fencing constructed of any other materials which creates a privacy fence may be solid for the first four feet (4') with the top two feet (2') of the fence constructed of lattice type material. Fencing on corner Lots must be set back at least ten (10) feet from the primary

front dwelling wall facing the street and at least five (5) feet from the side of the Lot adjacent to the side street, to allow for a landscape buffer between the sidewalk and the fence. Notwithstanding the above, no landscape buffer will be required if the fence is located in the same plane as the side wall of the dwelling (i.e., an extension of the side wall of the dwelling to the rear property line of the Lot). Side yard fencing adjacent to the street on Townhouse Lots that is in excess of 48 inches in height (i) shall be wrought iron (steel pickets only); (ii) shall extend a length not to exceed 85 linear feet of the side yard; (iii) may be located on the side yard property line of the Lot if the required landscaping is located on the inside of the fence or, if not located on the side yard property line of the Lot, shall be located five (5) feet inside the side yard property line, with the landscape buffer situated between the sidewalk and the fence.

(c) Rear Yard Fencing. Privacy type rear yard fences situated on Townhouse Lots shall not extend closer to the alley than the face of the garage; provided, however, picket fences of wood, steel, or plastic, not to exceed 48 inches, may extend to the rear property line of the Lot.

(d) Fencing Adjacent to Common Areas. The Owners of all Lots adjacent to a Common Property shall construct and maintain a steel, plastic, or wood picket fence along the property line between the Lot and the Common Property.

13. Exterior Lighting. Notwithstanding anything to the contrary set forth in Section 9.17 of the Declaration, the Owner of each Lot shall install and maintain a decorative, exterior light fixture attached to any garage facing an alley. Floodlights will not satisfy this requirement. All such decorative, exterior light fixtures shall be equipped with a photocell and shall be mounted not more than six (6) feet above the ground. Exterior floodlights may not be installed above the first floor plate line or eight (8) feet above the ground on any structure, whichever is the lower. Exterior floodlights may not be installed on the side of any structure where it would illuminate a neighboring yard or pose an objectionable intrusion to a neighboring residence. Decisions by the Architectural Control Committee regarding exterior floodlights shall be conclusive and binding on all Owners.

14. Satellite Dishes. Notwithstanding anything to the contrary set forth in Section 9.19 of the Declaration, satellite dishes, to the extent reasonably possible, shall be installed in a location not visible from public streets (excluding alleys) and Common Properties.

15. Parking. Notwithstanding anything to the contrary set forth in Section 9.21 of the Declaration, circular driveways are expressly prohibited.

16. El Dorado Lots. The terms and provisions of Section 9.29 of the Declaration shall not apply to the Lots within the Annexed Property.

17. **Mailboxes.** Notwithstanding anything to the contrary set forth in Section 9.30 of the Declaration, double-headed posts shall be permitted and masonry posts are prohibited. Mailboxes and posts shall conform with the Design Standards set forth in the Bulletins published by the Architectural Control Committee.

18. **Duration.** The Protective Covenants shall run with and bind the Annexed Property, and shall be binding upon any purchaser, grantee, owner or lessee of any land or improvements situated within the Annexed Property and upon the respective heirs, executors, administrators, devisees, successors and assigns of any such purchaser, grantee, owner or lessee. The Protective Covenants shall terminate upon the termination of the covenants, conditions and restrictions set forth in the Declaration.

19. **Amendments.** Notwithstanding the terms and provisions of Section 4 hereof, the Protective Covenants may be amended, modified and/or changed as follows:

(a) during the time Declarant owns any Lot located within the Annexed Property, Declarant may amend or change the Protective Covenants, acting alone, so long as Declarant owns a majority of the Lots within the Annexed Property, or with the consent of the Owners of at least fifty-one percent (51%) of the Lots within the Annexed Property; or

(b) in all other situations, the Protective Covenants may be amended, modified or changed upon the express written consent of Owners of at least seventy percent (70%) of the Lots within the Annexed Property.

Any and all amendments to the Protective Covenants shall be recorded in the Office of the County Clerk of Denton County, Texas. Notwithstanding the prior provisions of this Section 5, Declarant may execute and record amendments to the Protective Covenants without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

20. **Enforcement.** Enforcement of the Protective Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Protective Covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by Declarant, the Association established by the Declaration or any Owner of a Lot within the Annexed Property.

21. **Conflicts.** In the event of a conflict between the terms and provisions of this Supplement and the terms and provisions of the Declaration, the terms and provisions of this Supplement shall control. In the event of a conflict between the terms and provisions of this Supplement and the terms and provisions of the Ordinance, the terms and provisions of the Ordinance shall control.

22. **Severability.** Invalidation of any one of the Protective Covenants by judgment or court order shall not affect any other covenant, condition or restriction of the Protective Covenants which shall remain in full force and effect.

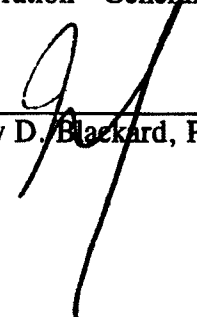


EXECUTED as of the date set forth above.

**FRISCO LEGACY, LTD.,**  
a Texas limited partnership

By: **BLACKARD FRISCO LEGACY, L.P.,**  
a Texas limited partnership- General Partner

By: **BLACKARD GENERAL PARTNER, INC.,**  
a Texas corporation - General Partner

By:   
Jeffery D. Blackard, President

STATE OF TEXAS       §  
                                 §  
COUNTY OF DENTON   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JEFFORY D. BLACKARD, President of BLACKARD GENERAL PARTNER, INC., a Texas corporation and the general partner of BLACKARD FRISCO LEGACY, L.P., a Texas limited partnership and the general partner of FRISCO LEGACY, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such entities.

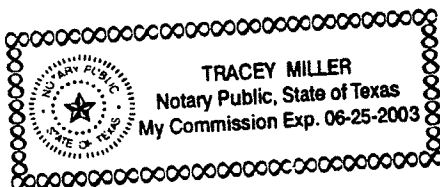
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of September, 2002.

My Commission Expires:

6-25-03

  
Notary Public, State of Texas

TRACEY MILLER  
(Printed or Typed Name of Notary)



**EXHIBIT "A"**

Lots 1 through 40, Block A; Lots 1 through 12, Block B; Lots 1 through 11, Block C; Lots 1 through 19, Block D; Lots 1 through 17, Block E; Lots 1 through 15, Block F; Lots 1 through 15, Block G; Lots 1 through 13, Block H; Lots 1 through 22, Block I, Lots 1 through 13, Block J; Lots 1 through 19, Block K; Lots 1 through 3, Block M; Lots 1 through 10, Block N; Lots 1 through 9, Block P; Lots 1 through 11, Block Q; and Lots 1 through 11, Block R of GRIFFIN PARC PHASE 2, an addition to the City of Frisco, pursuant to that certain map or plat thereof recorded in Cabinet U, Page 550 of the Plat Records of Denton County, Texas.

**EXHIBIT "B"**

**(Ordinance)**

## CITY OF FRISCO, TEXAS

ORDINANCE NO. 00-09-33

AN ORDINANCE AMENDING FRISCO'S COMPREHENSIVE ZONING ORDINANCE NO. 93-07-11 AND ORDINANCE NO. 00-03-08; REZONING A TRACT OF LAND CONSISTING OF 72.76 ACRES, MORE OR LESS, SITUATED IN THE L. MORRELL SURVEY, ABSTRACT NO. 863 AND THE S. SHEARER SURVEY, ABSTRACT NO. 1232, IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS HERETOFORE ZONED SINGLE FAMILY-4 (SF-4) AND SINGLE FAMILY-5 (SF-5) AND IS HEREBY ZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-SINGLE FAMILY-5/TOWNHOME (PD-SF5/TH); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that the Comprehensive Zoning Ordinance No. 93-07-11 and Ordinance No. 00-03-08 should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") has received a request from Frisco Legacy, LTD ("Applicant"), to rezone 72.76 acres of land, more or less, situated in the L. Morrell Survey, Abstract No. 863 and the S. Shearer Survey, Abstract No. 1232, in the City of Frisco, Denton County, Texas; and

WHEREAS, the City Council of Frisco (the "City Council") has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Comprehensive Zoning Ordinance No. 93-07-11 and Ordinance No. 00-03-08. Comprehensive Zoning Ordinance No. 93-07-11 and Ordinance No. 00-03-08 are amended as follows: The zoning designation of the below-described property containing 72.76 acres of land, more or less, situated L. Morrell Survey, Abstract No. 863 and the S. Shearer Survey, Abstract No. 1232, in the City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-Single Family-5/Townhome (PD-SF5/TH). The Property as a whole and the boundaries are more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, uses and schedules for the Property in this Planned Development District shall conform to, and comply with 1) the statement of purpose and intent attached hereto as Exhibit "B", 2) the planned development standards attached hereto as Exhibit "C", 3) the conceptual plan attached hereto as Exhibit "D", and 4) the development schedule attached hereto as Exhibit "E". Exhibits "B", "C", "D", and "E" are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

Three original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. Two (2) copies shall be filed with the City Secretary and retained as the original records and shall not be changed in any manner.
- b. One (1) copy shall be filed with the building inspector and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance.

Reproduction for information purposes may from time-to-time be made of the official zoning district map.

Written notice of any amendment to this Planned Development District shall be sent to all property owners within two hundred feet (200') of the specific area to be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Frisco's Comprehensive Zoning Ordinance No. 93-07-11, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.


SECTION 7: Conflicting Ordinances. All ordinances in conflict herewith are repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This ordinance shall become effective from and after its adoption and publication as required by law and the Charter of Frisco.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 10<sup>th</sup> day of September, 2000.

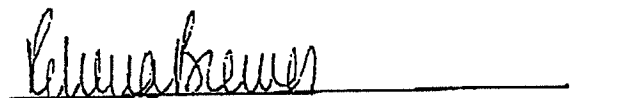
  
KATHLEEN A. SEEI, Mayor

ATTESTED TO AND  
CORRECTLY RECORDED BY:

  
NAN PARKER  
City Secretary



APPROVED AS TO FORM:

  
ABERNATHY, ROEDER, BOYD & JOPLIN,  
P.C.  
RICHARD M. ABERNATHY  
City Attorneys

DATE OF PUBLICATION: September 22<sup>nd</sup> - 29, 2000, Frisco Enterprise

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**GRIFFIN PARC, PHASE 2**  
**72.76 Acres**

**BEING** a tract of land out of the L. Morrell Survey, Abstract No. 863 and the S. Shearer Survey, Abstract No. 1232, in the City of Frisco, Denton County, Texas and being part of that 78.682 acre tract of land described in Deed to Frisco Legacy, LTD., as recorded in Volume 4509, Page 1656, of the Real Property Records of Denton County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the centerline of Eldorado Parkway (F.M. NO. 2934 – a variable width ROW) from which a 5/8 inch iron rod found in the south right-of-way line of Eldorado Parkway for the northeast corner of said 78.682 acre tract and the northwest corner of a 78.8 acre tract described in deed to Frisco Legacy, LTD., recorded in Volume 4235, Page 269 of the Real Property Records of Denton County, Texas bears South 00 degrees 06 minutes 40 seconds West, a distance of 55.00 feet;

**THENCE** with the east line of said 78.682 acre tract, South 00 degrees 06 minutes 40 seconds West, a distance of 2574.68 feet to a point for corner;

**THENCE** leaving the west line of said 78.8 acre tract, North 89 degrees 39 minutes 09 seconds West, a distance of 1,188.35 feet to a point in the centerline of Teel Parkway (a 120' ROW at this point);

**THENCE** with the centerline of Teel Parkway the following courses and distances to wit: North 00 degrees 06 minutes 40 seconds East, a distance of 374.91 feet to a point for the beginning of a tangent curve to the left having a central angle of 19 degrees 00 minutes 41 seconds, a radius of 1100.00 feet, and a chord bearing and distance of North 09 degrees 23 minutes 40 seconds West, 363.32 feet; Northwesterly, with said curve to the left, an arc distance of 364.99 feet to a point for corner;

**THENCE** leaving the centerline of said Teel Parkway and with the east line of a tract of land described in deed to SLF Eldorado-423/Eagle, Ltd., recorded in Volume 4188, Page 1951 of the Real Property Records of Denton County, Texas, North 00 degrees 06 minutes 40 seconds East, a distance of 1853.57 feet to a point in the centerline of Eldorado Parkway;

**THENCE** with said centerline, North 89 degrees 39 minutes 13 seconds East, a distance of 1248.38 feet to the **POINT OF BEGINNING** and containing 72.76 acres of land.





**EXHIBIT "B"****STATEMENT OF INTENT AND PURPOSE**

The purpose and intent of this Planned Development District is to create a well-designed residential community, which incorporates the principles of "Smart Growth" and neo-traditional neighborhood design. This plan will provide a variety of single family housing options, which share and enjoy common open space amenities. The plan favors pedestrian movement and reduces car speeds by creating short length blocks. The neighborhood abuts a FISC school campus on the east, and existing retail zoning on the west, which can support in the future the needs of the community with a reduced dependency on the car. Along the south boundary will be located a greenbelt buffer. The north boundary is El Dorado Pkwy. In the center of the neighborhood will be an expansive park with landscaping and areas designed for active and passive recreational activities. A Homeowners Association will own and maintain the park. The proposed District calls for specific architectural features such as front porches to facilitate socialization among neighbors. The design embodies many principles of older, traditional neighborhoods and will contribute to the City's quality of life choices for residents by the type of homes and sense of community this plan can achieve.

5179 00167

**EXHIBIT "C"****PLANNED DEVELOPMENT STANDARDS****PLANNED DEVELOPMENT-SINGLE FAMILY-5 AND TOWNHOME (PD-SF5-TH)**  
**72.76 ACRES**

The tract may be developed under the regulations of the Single-Family-5 (SF-5) and Townhome (TH) Districts as outlined in the Comprehensive Zoning Ordinance No. 93-07-11, as it currently exists or may be amended, subject to the following additional conditions:

**Single-Family-5 (SF-5) lots**

1. The minimum lot width is fifty-five feet (55').
2. The minimum front yard for an open and unenclosed porch is ten feet (10').
3. The minimum front yard for the main building is fifteen feet (15').
4. The minimum front yard for accessory structures is twenty feet (20') greater than the projection of the front porch nearest the front property line. Should no porch be provided, the minimum front yard for accessory structures shall be twenty feet (20') greater than the projection of the main building nearest the front property line.
5. The minimum side yard is five feet (5').
6. The minimum side yard for a garage in which the garage door faces the side yard is twenty-five feet (25').
7. The minimum rear yard for the main building is twelve feet (12').
8. The minimum rear yard for a garage in which the garage door faces the alley is twenty feet (20').
9. Maximum lot coverage is fifty-five percent (55%).

**Townhome (TH) lots**

1. The minimum lot width is thirty-five feet (35').
2. The minimum front yard for the front porch is five feet (5').
3. The minimum front yard for the main building is ten feet (10').
4. The minimum side yard is three feet (3') on one side and seven feet (7') on the opposite side of the lots. A three-foot (3') maintenance and exclusive use easement shall be provided in the three-foot (3') side yard and dedicated on the final plat.
5. The minimum rear yard for the main building is twelve feet (12').
6. The minimum rear yard for garages in which the garage door faces the alley is twenty feet (20').
7. Maximum lot coverage is sixty percent (60%).
8. The minimum dwelling area is fourteen hundred square feet (1,400 s.f.).

## General Conditions

### Infrastructure

1. All streets shall be constructed within a right-of-way of sixty feet (60') in width, except the single-loaded streets along the south and east property lines shall require right-of-way of fifty feet (50').
2. Improvements within the sixty feet (60') of right-of-way shall be as follows:
  - a. The public sidewalk shall be placed within the right-of-way immediately adjacent to the property line.
  - b. The trees required to be planted in the parkway shall be planted six feet (6') from the back of the street curb, or as otherwise directed by the City Engineer.
3. The requirement for alleys is herein specifically waived subject to the City Engineer determining that lots are designed so as to prevent lot to lot drainage.

### Architecture

1. A front porch is required for eighty-five percent (85%) of the Single-Family-5 lots and eighty-five percent (85%) of the Townhome lots. Each porch shall have a minimum depth of six feet (6') and shall not be less than fifty square feet (50 s.f.) in area. Porch columns shall be appropriate to the architecture of the structure and will include a variety of round columns, square box columns with brick or stone bases, and/or turned wood columns.
2. Exteriors of the residences may be constructed of 100% HardiPlank siding or similar cementitious siding material approved by the Building Official.
3. Chimney stacks expressed on the exterior of the structures, except for those projecting through the roof, shall be clad in brick, stone, or hand-troweled stucco.
4. Windows on the front elevations and street side yards shall be appropriate to the architecture of the structure including, but not limited to, scale, window divisions, and shutters.
5. Detached free-standing garages shall be allowed. A minimum of ten feet (10') separation shall be provided between the garage and the main building. "Detached" shall allow for connecting roof canopies between garages and residences.
6. Granny flats or quarters shall be allowed. The maximum area of enclosed space for quarters shall not exceed six-hundred square feet (600 s.f.). The quarters may be leased to a non-related party only if the main residence is currently owner-occupied. Should the main residence be leased, then the quarters may only be occupied by the same party leasing the main structure.

### Landscaping:

1. For lots developed to Single-Family-5 (SF-5) standards, two (2) hardwood shade trees of minimum three and one-half inch (3 1/2") caliper shall be planted in the parkway between the sidewalk and street six feet (6') from the back of the curb. The developer and/or builders shall coordinate the placement of the trees such that the trees are planted equidistant along each block. One additional hardwood shade tree of minimum three and one-half inch (3 1/2") caliper or three (3)

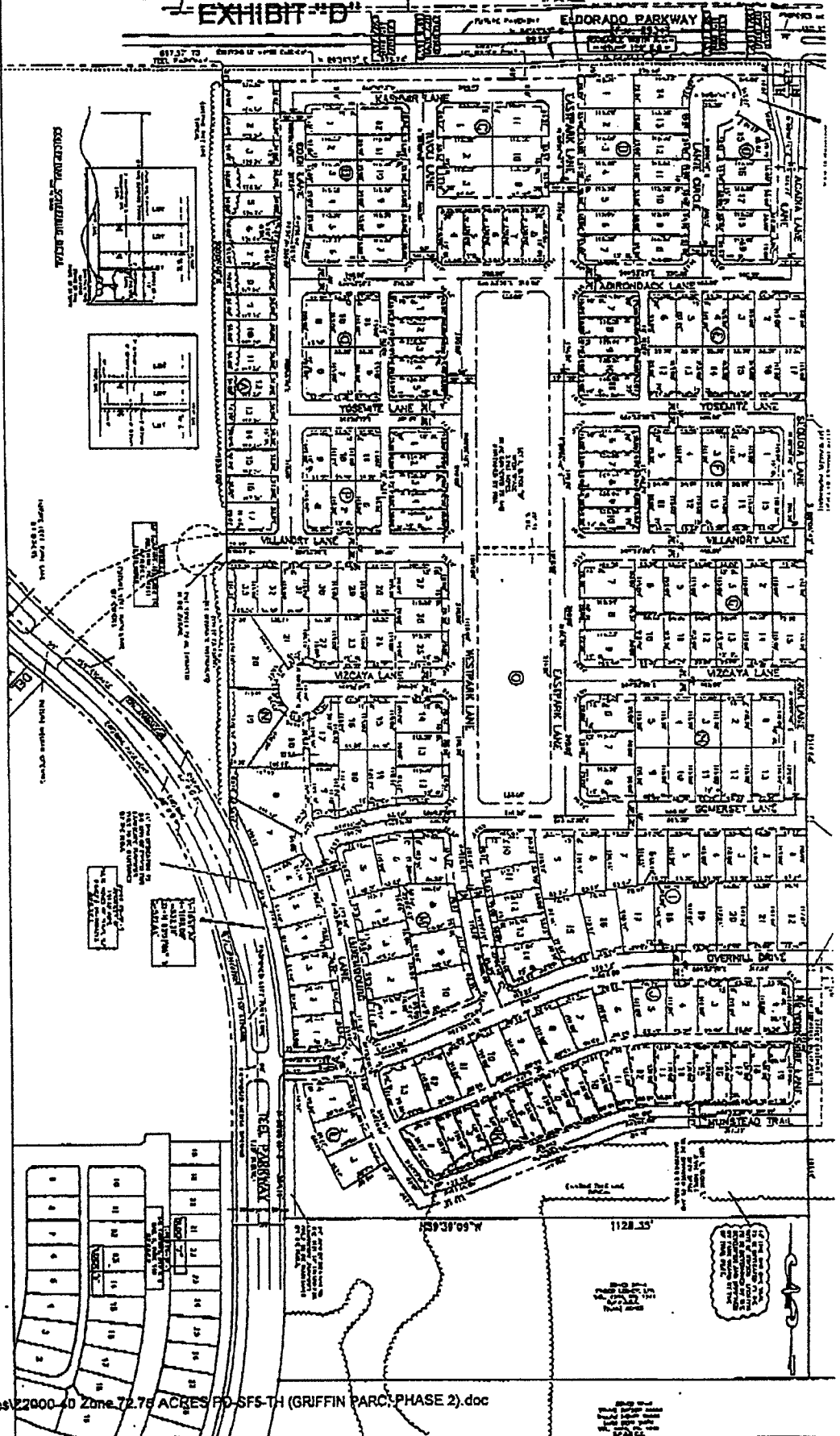
ornamental trees shall be planted within the lot area. These requirements shall satisfy landscape and tree requirements for single-family homes.

2. For lots developed to Townhome (TH) standards, one (1) hardwood shade tree of minimum three and one-half inch (3 1/2") caliper shall be planted in the parkway between the sidewalk and street six feet (6') from the back of the curb. The tree shall be centered on the lot. One additional hardwood shade tree of minimum three and one-half inch (3 1/2") caliper or three (3) ornamental trees shall be planted within the lot area. These requirements shall satisfy landscape and tree requirements for single-family homes.
3. The common park shall be improved with shade trees a minimum of one (1) tree per thirty-five linear feet (35 l.f.) on the perimeter of the park, or as otherwise approved by staff. Interior areas of the park shall be developed to provide a variety of open play areas and treed areas. Gathering areas shall be provided such as either a community pool, gazebo, tot lot, fountain plaza, landscape gardens, or similar.
4. Twenty-five feet (25') of additional right-of-way shall be dedicated adjacent to Eldorado Parkway and Teel Parkway for landscaping and screening purposes and shall be treated consistently with those approved landscape, fencing, and screening improvements of Griffin Parc - Phase 1.

**Density:**

1. The total number of lots shall not exceed 3.5 lots per gross acre.
2. Usable open space shall total a minimum of four (4) acres. This open space shall satisfy all open space requirements for development of the Townhome (TH) lots.

EXHIBIT "D"



14	STANDARD BOND CERTIFICATION	97	DATE	97	DATE
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**Jones & Boyd, Inc.**  
1400 Bells Parkway, Suite 200  
Dallas, Texas 75218  
Tel: 214-343-1111  
Fax: 214-343-1112

**ZONING EXHIBIT "D"**  
FOR Z2000-40  
GRIFFIN PARC PHASE 2  
CITY OF FRISCO, DENTON COUNTY, TEXAS

## EXHIBIT "E"

### DEVELOPMENT SCHEDULE

It is anticipated that the development of this property would begin by the end of 2000 and require approximately nine (9) months to complete the infrastructure. The build out of the houses could take place over the ensuing two (2) years. The exact time frame depends on weather related delays and successful marketing of the site to the home buying public.

## CITY OF FRISCO, TEXAS

ORDINANCE NO. 00-12-06

**AN ORDINANCE AMENDING AND REPLACING EXHIBIT "C", PLANNED DEVELOPMENT STANDARDS OF ORDINANCE NO. 00-09-33; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, staff for the City of Frisco, Collin County, Texas ("Frisco") identified conditions shown on Exhibit "D", the conceptual plan attached to Ordinance No. 00-09-33, that were omitted from Exhibit "C", the planned development standards attached to Ordinance No. 00-09-33; and

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that the intent and purpose of Ordinance No. 00-09-33 will not be altered by amending and replacing Exhibit "C", indeed, such replacement will more accurately and explicitly reflect Exhibit "D".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

SECTION 1: Findings Incorporated: The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Ordinance No. 00-09-33. Exhibit "C": Exhibit "C" of Ordinance No. 00-09-33 is hereby amended and replaced with the exhibit attached hereto as Exhibit "C" and dated December 5, 2000.

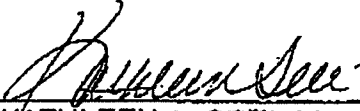
SECTION 3: Severability: Should any part or portion of this Ordinance, or the use created herein affecting the aforementioned property, be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions and those provided for within this Ordinance shall remain in full force and effect.

SECTION 4: Savings/Repealing Clause: All ordinances in conflict herewith are repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.




**SECTION 5: Effective Date:** This ordinance shall become effective from and after its adoption and publication as required by law and the Charter of the City of Frisco.

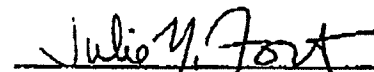
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5<sup>th</sup> day of December, 2000.

  
KATHLEEN A. SEE, Mayor

ATTESTED TO AND  
CORRECTLY RECORDED BY:

  
NAN PARKER  
City Secretary

APPROVED AS TO FORM:

  
ABERNATHY, ROEDER, ROBERTSON  
BOYD & JOPLIN, P.C.  
RICHARD M. ABERNATHY  
City Attorneys



DATE OF PUBLICATION: December 8 & 15, 2000 Frisco Enterprise

**EXHIBIT "C"**  
**"December 5, 2000"**

**PLANNED DEVELOPMENT STANDARDS**

**PLANNED DEVELOPMENT-SINGLE FAMILY-5 AND TOWNHOME (PD-SF5-TH)**  
**72.76 ACRES**

The tract may be developed under the regulations of the Single-Family-5 (SF-5) and Townhome (TH) Districts as outlined in the Comprehensive Zoning Ordinance No. 00-11-01, as it currently exists or may be amended, subject to the following additional conditions:

**Single-Family-5 (SF-5) lots**

1. The minimum lot width is fifty-five feet (55').
2. The minimum front yard for an open and unenclosed porch is ten feet (10').
3. The minimum front yard for the main building is fifteen feet (15').
4. The minimum front yard for accessory structures is twenty feet (20') greater than the projection of the front porch nearest the front property line. Should no porch be provided, the minimum front yard for accessory structures shall be twenty feet (20') greater than the projection of the main building nearest the front property line.
5. The minimum side yard is five feet (5').
6. The minimum side yard for a corner lot adjacent to a side street is ten feet (10').
7. The minimum side yard for a garage in which the garage door faces the side yard is twenty-five feet (25').
8. The minimum rear yard for the main building is twelve feet (12').
9. The minimum rear yard for a garage in which the garage door faces the alley is twenty feet (20').
10. Maximum lot coverage is fifty-five percent (55%).

**Townhome (TH) lots**

1. The minimum lot width is thirty-five feet (35').
2. The minimum front yard for the front porch is five feet (5').
3. The minimum front yard for the main building is ten feet (10').
4. The minimum side yard is three feet (3') on one side and seven feet (7') on the opposite side of the lots. A three-foot (3') maintenance and exclusive use easement shall be provided in the three-foot (3') side yard and dedicated on the final plat.
5. The minimum side yard for a corner lot adjacent to a street is ten feet (10').
6. The minimum rear yard for the main building is twelve feet (12').
7. The minimum rear yard for garages in which the garage door faces the alley is twenty feet (20').
8. Maximum lot coverage is sixty percent (60%).
9. The minimum dwelling area is fourteen hundred square feet (1,400 s.f.).

## General Conditions

### **Infrastructure**

1. All streets shall be constructed within a right-of-way of sixty feet (60') in width with the exception of single-loaded streets which shall require a right-of-way of fifty feet (50') in width.
2. Improvements within the sixty feet (60') of right-of-way shall be as follows:
  - a. The public sidewalk shall be placed within the right-of-way immediately adjacent to the property line.
  - b. The trees required to be planted in the parkway shall be planted six feet (6') from the back of the street curb, or as otherwise directed by the City Engineer.
3. The requirement for alleys is herein specifically waived subject to the City Engineer determining that lots are designed so as to prevent lot to lot drainage.

### **Architecture**

1. A front porch is required for eighty-five percent (85%) of the Single-Family-5 lots and eighty-five percent (85%) of the Townhome lots. Each porch shall have a minimum depth of six feet (6') and shall not be less than fifty square feet (50 s.f.) in area. Porch columns shall be appropriate to the architecture of the structure and will include a variety of round columns, square box columns with brick or stone bases, and/or turned wood columns.
2. Exteriors of the residences may be constructed of 100% HardiPlank siding or similar cementitious siding material approved by the Building Official.
3. Chimney stacks expressed on the exterior of the structures, except for those projecting through the roof, shall be clad in brick, stone, or hand-troweled stucco.
4. Windows on the front elevations and street side yards shall be appropriate to the architecture of the structure including, but not limited to, scale, window divisions, and shutters.
5. Detached free-standing garages shall be allowed. A minimum of ten feet (10') separation shall be provided between the garage and the main building. "Detached" shall allow for connecting roof canopies between garages and residences.
6. Granny flats or quarters shall be allowed. The maximum area of enclosed space for quarters shall not exceed six-hundred square feet (600 s.f.). The quarters may be leased to a non-related party only if the main residence is currently owner-occupied. Should the main residence be leased, then the quarters may only be occupied by the same party leasing the main structure.

### **Landscaping:**

1. For lots developed to Single-Family-5 (SF-5) standards, two (2) hardwood shade trees of minimum three and one-half inch (3 1/2") caliper shall be planted in the parkway between the sidewalk and street six feet (6') from the back of the curb. The developer and/or builders shall coordinate the placement of the trees such that the trees are planted equidistant along each block. One additional hardwood shade tree of minimum three and one-half inch (3 1/2") caliper or three (3) ornamental trees shall be planted

within the lot area. These requirements shall satisfy landscape and tree requirements for single-family homes.

2. For lots developed to Townhome (TH) standards, one (1) hardwood shade tree of minimum three and one-half inch (3 1/2") caliper shall be planted in the parkway between the sidewalk and street six feet (6') from the back of the curb. The tree shall be centered on the lot. One additional hardwood shade tree of minimum three and one-half inch (3 1/2") caliper or three (3) ornamental trees shall be planted within the lot area. These requirements shall satisfy landscape and tree requirements for single-family homes.
3. The common park shall be improved with shade trees a minimum of one (1) tree per thirty-five linear feet (35 l.f.) on the perimeter of the park, or as otherwise approved by staff. Interior areas of the park shall be developed to provide a variety of open play areas and treed areas. Gathering areas shall be provided such as either a community pool, gazebo, tot lot, fountain plaza, landscape gardens, or similar.
4. Twenty-five feet (25') of additional right-of-way shall be dedicated adjacent to Eldorado Parkway and Teel Parkway for landscaping and screening purposes and shall be treated consistently with those approved landscape, fencing, and screening improvements of Griffin Parc - Phase 1.
5. Fencing shall be allowed in the front yards to a maximum of forty-two inches (42") in height and shall be of a decorative picket design.
6. Rear yard fencing shall be of solid cedar and a maximum of six feet (6') in height with the first four feet (4') solid and the top two feet (2') decorative lattice. The fence may also be wrought iron picket with a maximum of six feet (6') in height.

**Density:**

1. The total number of lots shall not exceed 3.5 lots per gross acre.
2. Usable open space shall total a minimum of four (4) acres. This open space shall satisfy all open space requirements for development of the Townhome (TH) lots.

**EXHIBIT "C"****(Townhouse Lots)**

Lots 4 through 8, Block C; Lots 7 through 11, Block E; Lots 6 through 10, Block F; Lots 1 through 19, Block K; Lots 1 through 5, Block Q; and Lots 1 through 5, Block R of GRIFFIN PARC PHASE 2, an addition to the City of Frisco, pursuant to that certain map or plat thereof recorded in Cabinet U, Page 550 of the Plat Records of Denton County, Texas.

# CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE

IHP INVESTMENT FUND III, L.P., a California limited partnership ("IHP"), the mortgagee holding a current deed of trust lien on all or a portion of the Annexed Property does hereby consent to the execution and recordation of the foregoing First Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Griffin Parc, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of the foregoing First Supplementary Declaration but not to any modifications or amendments thereof (unless same are consented to in writing by IHP) and not to the lien of any of the Assessments (as defined therein). Notwithstanding the other provisions of this paragraph, IHP does not join in making any warranties or covenants on the part of Declarant and by this Consent, Joinder and Subordination of Mortgagee shall not be deemed to have assumed any obligations, liabilities or indemnities (if any) of Declarant pursuant to the foregoing First Supplementary Declaration.

EXECUTED this the 25<sup>th</sup> day of September, 2002.

IHP INVESTMENT FUND III, L.P.,  
a California limited partnership

By: INSTITUTIONAL HOUSING PARTNERS III L.P.,  
a California limited partnership - General Partner

By: INSTITUTIONAL HOUSING PARTNERS, INC.,  
a California corporation - General Partner

By: Richard M. Mil  
Name: Richard M. Mil  
Title: Vice President

By: J. D. Moore  
Name: J. D. Moore  
Title: 2nd Vice Pres

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Richard M. Milan, Vice President of INSTITUTIONAL HOUSING PARTNERS, INC., a California corporation and general partner of INSTITUTIONAL HOUSING PARTNERS III L.P., a California limited partnership and general partner of IHP INVESTMENT FUND III, L.P., a California limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of such entities.

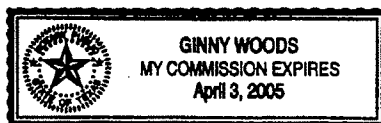
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of September, 2002.

My Commission Expires:

4/3/05

Ginny Woods  
Notary Public, State of Texas

(Printed or Typed Name of Notary)



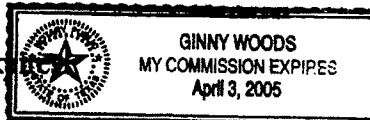
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared J. Tim Moore, Sr. Vice President of INSTITUTIONAL HOUSING PARTNERS, INC., a California corporation and general partner of INSTITUTIONAL HOUSING PARTNERS III L.P., a California limited partnership and general partner of IHP INVESTMENT FUND III, L.P., a California limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of such entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of September, 2002.

My Commission Expires:

4/3/05



Ginny Woods  
Notary Public, State of Texas

(Printed or Typed Name of Notary)

NO PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS  
MADE. THIS INSTRUMENT IS SUBJECT TO FEDERAL LAW  
AND STATE LAW.  
THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF DENTON COUNTY, TEXAS  
ON SEP 26 2002 AT 9:06 AM BY ALVIN DEPUTY CLERK.

SEP 26 2002

*Cynthia Mitchell*  
COUNTY CLERK  
DENTON COUNTY, TEXAS



Filed for Record in:  
DENTON COUNTY, TX  
CYNTHIA MITCHELL, COUNTY CLERK

On Sep 26 2002  
At 9:06am

Receipt #: 54864  
Recording: 65.00  
Doc/Mget: 6.00  
Doc/Num: 2002-R0121039  
Doc/Type: RES  
Deputy -ALVIN