

porches or balconies. In addition, the windows situated in the front of such residence, and the siding colors shall be varied to induce deep tones similar to the brick hues used on the masonry portion of any residence constructed on such Lots.

**9.30 Mailboxes.** No mailbox shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee as to the design and materials to be used in the construction of the mailbox. All mailboxes shall be constructed in a manner consistent with the applicable Architectural Standards Bulletins and Design Guidelines. Masonry or monument mailboxes are prohibited.

## ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

**10.01 Architectural Control Committee.** As long as Declarant holds title to any of the Lots, the Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected and appointed by the Declarant. At such time as Declarant no longer owns any Lots, the Committee shall be composed of such individuals selected by a vote of the Board of Directors of the Association. The Committee shall use its best efforts to promote and ensure a high level of quality and harmony throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Other than as set forth in Section 10.02 hereof, no member of the Committee shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Denton County, Texas.

**10.02 Architectural Approval.** No building, structure, shed, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the Committee or a representative or agent designated by the Committee to act on behalf of the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; height and dimensions of improvements; intended use of the proposed improvements; impact and relationship to neighboring Lots and improvements situated or to be situated thereon; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) compatibility and harmony of scale, massing, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper

facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. In connection with the submission of such plot plan, construction plans and specifications, and landscaping and grading plans, the Committee may require that the submitting party pay a fee of up to \$250.00 per submission, which fee shall be payable to the Committee or, if the Committee elects, to a representative designated by the Committee to review such plans and specifications. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 10.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the designated patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

**THE COMMITTEE MAY, FROM TIME TO TIME, PUBLISH AND PROMULGATE ARCHITECTURAL STANDARDS BULLETINS AND/OR DESIGN GUIDELINES WHICH SHALL BE FAIR, REASONABLE AND CONSISTENTLY ENFORCED AND SHALL CARRY FORWARD THE SPIRIT AND INTENTION OF THIS DECLARATION. SUCH BULLETINS AND GUIDELINES SHALL SUPPLEMENT THESE COVENANTS AND RESTRICTIONS AND ARE INCORPORATED HEREIN BY REFERENCE. THE COMMITTEE SHALL HAVE THE AUTHORITY TO MAKE FINAL DECISIONS IN INTERPRETING THE GENERAL INTENT, EFFECT AND PURPOSE OF THESE COVENANTS AND RESTRICTIONS.**

**PRIOR TO ACQUIRING ANY LOT OR CONSTRUCTING ANY STRUCTURE ON A LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND/OR OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL CONTROL COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, LANDSCAPE AND USE OF THE LOT AND THE STRUCTURES TO BE CONSTRUCTED THEREON.**

**THE ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THE SPECIFIC STANDARDS, REQUIREMENTS OR LIMITATIONS SET FORTH OR REFERRED TO IN THIS DECLARATION.**

**10.03 Variances.** Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

**10.04 Nonconforming and Unapproved Improvements.** The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

**10.05 No Liability.** Neither Declarant, the Association, the Committee, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring

any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

## **ARTICLE XI EASEMENTS**

**11.01 Ingress and Egress by the Association.** The Association shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

**11.02 General.** The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Lot.

**11.03 Reservation of Easements.** Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

**11.04 Surface Areas of Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

**11.05 Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

**11.06 Universal Easement.** The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

**11.07 Wall and Landscape Easement.** An easement of varying width has been established on the Plat for the maintenance and repair of the perimeter screening wall and the associated landscape and irrigation. Owners shall not alter, paint or otherwise use or attach anything to such walls even though such walls and easements may be located on or adjacent to such Owner's Lot. Owners of Lots adjacent to a screening wall maintained by the Association may, with the prior written approval of the Architectural Control Committee, extend their lot fencing to the adjacent screening wall, but in no event shall any such Owner be allowed to attach such fence or any other object to the screening wall. It is the responsibility of each Owner to maintain that portion of the landscaping within this easement which is enclosed by the wall on their respective Lot, however, the Association retains the right to enter upon the Properties and perform such maintenance as necessary.

**11.08 Drainage Easement.** Easements over the Lots and the Common Properties for the drainage and flow of surface water, as shown on the grading and drainage plans for the subdivision, are hereby reserved and retained for the benefit of the Association and/or its successors and assigns. In addition, each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangements of improvements, approved by the Architectural Control Committee, thereon required. Each Owner shall be responsible for maintaining his Lot so that there is no interference with the drainage patterns established by the grading and drainage plans, and, in the event any Owner shall interfere with the drainage patterns established by the grading and drainage plans, the Association shall have the right to enter such Lot to re-establish the proper drainage patterns.

## **ARTICLE XII PARTY WALLS**

**12.01 General Rules of Law to Apply.** Each wall which is built as a part of the construction of a single family residence on the Properties and placed on or adjacent to the dividing line between two (2) Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Declaration or the requirements of the City of Frisco, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. No Owner shall damage, destroy, cut through or make any penetration through a party wall for any reason whatsoever.

**12.02 Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall (other than that caused by the negligence or willful misconduct of either Owner) shall be shared by the Owners who make use of the wall, in proportion to their respective use of the party wall. All repairs and maintenance to party walls shall be made within a reasonable time after such repairs and maintenance becomes necessary. Upon reasonable notice and at a reasonable time, either Owner shall have the right to enter upon the adjoining Lot for the purpose of repairing or maintaining a party wall.

**12.03 Weatherproofing.** Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by insurance, an Owner, who by his negligent or willful act, causes any portion of an unexposed party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. "Necessary protection" as used herein shall constitute repairing the exposed party wall in a permanent manner so as to conform with the original construction of such party wall.

**12.04 Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

**12.05 Damage or Destruction by Fire or Other Casualty.** If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, invitees, guests or members of his family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall; provided, however, any and all proceeds from applicable insurance policies will be available to offset the expense of such repairs.

**12.06 Damage Caused by One Owner.** If any party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents, invitees, or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the wall to as good condition as formerly, without cost to the adjoining Owner; provided, however, any and all proceeds from applicable insurance policies will be available to offset the expense of such repairs. No Owner shall alter or change a party wall in any manner. Each party wall shall remain in the same location as originally constructed. No windows or other opening shall be added to any party wall.

### ARTICLE XIII GENERAL PROVISIONS

**13.01 Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Denton County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast seventy percent (70%) of the votes of the Association, in the aggregate, regardless of class, has been recorded in the Office of the County Clerk of Denton County, Texas, agreeing to abolish or terminate these Covenants and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**13.02 Amendments.** Notwithstanding the terms and provisions of Section 13.01 hereof, this Declaration may be amended, modified and/or changed as follows:

(a) during the time Declarant is the Owner of any Lot, the Declarant may amend or change this Declaration with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association, regardless of class, whether or not a meeting is called.

(b) in all other situations, this Declaration may be amended or changed either upon the express written consent of Members entitled to cast at least seventy percent (70%) of outstanding votes of the Association who are in attendance at a meeting called and held in accordance with Section 3.03 hereof, regardless of class, or at least seventy percent (70%) of the outstanding votes of the Association, regardless of class, whether or not a meeting is called.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Denton County, Texas. Notwithstanding the prior provisions of this Section 13.02, (a) the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only, and (b) as long as the Declarant is the Owner of any Lot, no amendment to this Declaration shall be effective without the prior written consent of the Declarant.

**13.03 Enforcement.** Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**13.04 Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision of this Declaration or the remainder of these Covenants and Restrictions which shall remain in full force and effect.

**13.05 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**13.06 Notices to Member/Owner.** Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**13.07 Notices to Mortgagees.** If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.

**13.08 Disputes.** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

**13.09 Termination of and Responsibility of Declarant.** If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

**13.10 Limitation on Interest.** All agreements between any Owner and the Association or Declarant are hereby limited so that in no event shall the interest contracted for, charged or received by such party exceed the maximum amount permissible under applicable law. All interest paid or agreed to be paid to such party shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the indebtedness so that interest thereon for such full period shall not exceed the maximum amount permitted by applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to such party in excess of the maximum lawful amount, the interest shall be reduced to the maximum amount permitted under applicable law; and if, from any circumstance, such party shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, such excess shall be refunded to the applicable Owner.

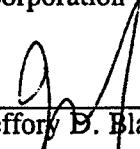


IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 16<sup>th</sup> day of July, 2001.

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

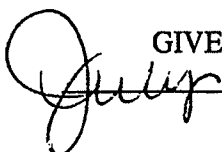
By: **BLACKARD FRISCO LEGACY, L.P.,**  
a Texas limited partnership- General Partner


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

By:   
Jeffery B. 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.

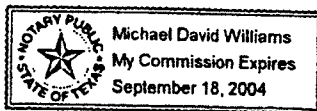
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16<sup>th</sup> day of July, 2001.

  
Notary Public, State of Texas

My Commission Expires:

September 18, 2004

Michael David Williams  
(Printed or Typed Name of Notary)



**EXHIBIT "A"****(Real Property Description)****LEGAL DESCRIPTION  
Griffin Parc Phase 1**

BEING a tract of land out of the L. Morrell Survey, Abstract No. 863, Denton County, Texas, the J. Rogers Survey, Abstract No. 1103, Denton County, Texas, the J. Masters Survey, Abstract No. 831, Denton County, Texas, and the C. White Survey, Abstract No. 1356, Denton County, Texas, and being all of a 47.425 acre tract of land conveyed in a Special Warranty Deed to Frisco Legacy, LTD. recorded in Volume 4509, Page 1656, D.R.D.C.T., and being part of a 12.430 acre tract of land conveyed in Special Warranty Deed to Frisco Legacy, LTD. recorded in Volume 4509, Page 1649, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod found for the northwest corner of said 47.425 acre tract and the northeast corner of the said 12.430 acre tract, said point being in the south right-of-way line of Farm-Market Road No. 2934 (a variable width right-of-way);

THENCE along the south line of F.M. 2934 as follows:

South 43 degrees 13 minutes 47 seconds East, 117.33 feet to a five-eighths inch iron rod found for corner;  
South 37 degrees 57 minutes 47 seconds East, 54.47 feet to a five-eighths inch iron rod found for corner;  
Southeasterly, 757.84 feet along a curve to the left having a radius of 1,215.92 feet, a central angle of 35 degrees 42 minutes 37 seconds, and a chord bearing and distance of South 61 degrees 05 minutes 05 seconds East, 745.63 feet to a five-eighths inch iron rod found for corner;  
South 89 degrees 20 minutes 47 seconds East, 1,820.96 feet to a five-eighths inch iron rod found for corner; Southeasterly, 107.13 feet along a curve to the right having a radius of 5679.57 feet, a central angle of 01 degrees 04 minutes 51 seconds, and a chord bearing and distance of South 87 degrees 35 minutes 31 seconds East, 107.13 feet to a five-eighths inch iron rod found for corner;  
South 88 degrees 16 minutes 13 seconds East, 18.98 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 39 minutes 13 seconds West, 149.81 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 70.42 feet along a curve to the right having a radius of 2,070.00 feet, a central angle of 01 degrees 56 minutes 57 seconds, and a chord bearing and distance of South 01 degrees 37 minutes 41 seconds West, 70.42 feet to a one-half inch iron rod set for corner;

THENCE South 08 degrees 26 minutes 37 seconds West 155.20 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 353.76 feet along a curve to the right having a radius of 2,060.00 feet, a central angle of 09 degrees 50 minutes 22 seconds, and a chord bearing and distance of South 11 degrees 49 minutes 14 seconds West, 353.33 feet to a one-half inch iron rod set for corner;

THENCE North 73 degrees 15 minutes 35 seconds West, 120.00 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 20 minutes 47 seconds West, 1,722.38 feet to a one-half inch iron rod set for corner;

THENCE South 67 degrees 39 minutes 37 seconds West, 225.90 feet to a one-half inch iron rod set for corner;

THENCE WEST, 757.74 feet to a one-half inch iron rod set for corner;

THENCE South 66 degrees 34 minutes 50 seconds West, 59.07 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 91.59 feet along a curve to the left having a radius of 475.00 feet, a central angle of 11 degrees 02 minutes 51 seconds, and a chord bearing and distance of North 28 degrees 56 minutes 36 seconds West, 91.45 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 323.99 feet along a curve to the right having a radius of 530.00 feet, a central angle of 35 degrees 01 minutes 29 seconds, and a chord bearing and distance of North 16 degrees 57 minutes 17 seconds West, 318.97 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 33 minutes 27 seconds East, 408.41 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 427.48 feet along a curve to the right having a radius of 530.00 feet, a central angle of 46 degrees 12 minutes 46 seconds, and a chord bearing and distance of North 23 degrees 39 minutes 50 seconds East, 415.99 feet to a one-half inch iron rod set for corner;

THENCE North 37 degrees 50 minutes 29 seconds East, 64.43 feet to a one-half inch iron rod set for corner;

THENCE North 46 degrees 46 minutes 13 seconds East, 168.00 feet to a one-half inch iron rod set for corner in the south right-of-way line of F.M. 2934 (a variable width right-of-way);

THENCE South 43 degrees 13 minutes 47 seconds East, 70.00 feet along the south right-of-way line of F.M. 2934 to the POINT OF BEGINNING and containing 56.820 acres of land,

**EXCLUDING Lot 7 and Lot 8, Block A of Griffin Parc Phase 1.**

**EXHIBIT "B"****(Common Properties)**

All landscaping, fencing, and irrigation improvements within property dedicated to City of Frisco shall be maintained by HOA as recorded on Final Plat of Subdivision and as subsequently agreed to by HOA. Areas include but are not limited to the following:

- 2.370-acre tract within Block "B"
- Fifteen (15) foot and twenty-five (25) foot R.O.W. south of El Dorado Parkway
- Fifteen (15) foot Landscape Easement adjacent to Lot 1, Block "D"
- Fifteen (15) foot R.O.W. west of Legacy Drive
- Median within Legacy Drive adjacent to Subdivision
- Median within Lenox Lane adjacent to Subdivision

# 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 Properties, does hereby consent to the execution and recordation of the foregoing 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 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 Declaration.

EXECUTED this the 11 day of July, 2001.

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: J. Tim Moore  
Name: J. TIM MOORE  
Title: Sr 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 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.

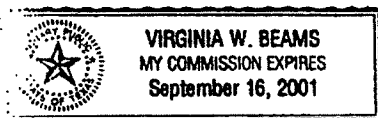
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of July, 2001.

Virginia W. Beams  
Notary Public, State of Texas

My Commission Expires:

9/16/01

VIRGINIA W. BEAMS  
(Printed or Typed Name of Notary)



4879 4921

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

On Jul 16 2001  
At 3:13pm

Receipt #: 35702  
Recording: 87.00  
Doc/Mgmt: 6.00  
Doc/Num: 2001-R0071254  
Doc/Type: RST  
Deputy--Jane

