


Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2014-0006193

MISCELLANEOUS

Party: EQK BRIDGEVIEW PLAZA INC

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STATE OF TEXAS
COUNTY OF KAUFMAN

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

Laura Hughes, County Clerk

Recorded By: Bobbie Bartlett, Deputy

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

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



Master Declaration of Covenants, Conditions and Restrictions for Windmill Farms dated February 19, 2008, recorded as Instrument No. 2008-00003682 of the Official Public Records of Kaufman County, Texas, (f) that certain Supplemental Declaration recorded on March 6, 2013, under Instrument No. 2013-0004157 of the Official Public Records of Kaufman County, Texas, and (g) that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions for Windmill Farms recorded on December 31, 2013 in Volume 4488, Page 538, and as Document No. 2013-0023374, of the Official Public Records of Kaufman County, Texas. The Original Master Declaration as amended and supplemented by the foregoing, is hereinafter referred to as the "Master Declaration."

WHEREAS, in accordance with Section 2 of Article VIII (Miscellaneous Provisions) of the Master Declaration, for as long as Declarant owns property subject to the terms of the Master Declaration, the Declarant has the right at any time, in its sole discretion, to amend the Master Declaration by any instrument in writing duly signed, acknowledged, and filed for record in Kaufman County, Texas.

WHEREAS, as of the date hereof, Declarant owns property subject to the terms of the Master Declaration.

WHEREAS, Declarant, as successor-in-interest to the Original Declarant by that certain Transfer of Declarant Rights, Status and Obligations under Declaration of Covenants, Conditions and Restrictions for Windmill Farms, Phase I recorded on February 26, 2008 in Volume 3348, Page 76, and as Instrument No. 2008-00003680, of the Real Property Records of Kaufman County, Texas, is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Windmill Farms, Phase 1, dated as of May 25, 2001 (the "Original Phase 1 Declaration"), and filed June 4, 2001, as in Book 1738, Page 171, of the Real Property Records of Kaufman County, Texas, as amended and supplemented by (a) that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Windmill Farms, Phase 1 dated April 17, 2002, recorded in Volume 2093, Page 55 of the Official Public Records of Kaufman County, Texas, (b) that certain First Supplementary Declaration of Covenants, Conditions and Restrictions for Windmill Farms, Phase 1 dated November 7, 2002, recorded in Volume 2093, Page 71 of the Official Public Records of Kaufman County, Texas, (c) that certain Second Supplementary Declaration of Covenants, Conditions and Restrictions for Windmill Farms, Phase 1 dated April 26, 2005, recorded in Volume 2631, Page 182 of the Official Public Records of Kaufman County, Texas, (d) that certain Third Supplementary Declaration of Master Covenants, Conditions and Restrictions for Windmill Farms dated November 29, 2007, recorded as Instrument No. 2007-00027897 of the Official Public Records of Kaufman County, Texas, (e) that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Windmill Farms, Phase 1, dated February 19, 2008, recorded as Instrument No. 2008-00003680, and re-recorded as Instrument No. 2008-00003683 and re-dated effective as of September 18, 2008 and re-recorded on October 1, 2008 as Instrument No. 2008-00019069, all of the Official Public Records of Kaufman County, Texas, and (f) that certain Supplemental Declaration recorded on March 6, 2013, under Instrument No. 2013-0004158 of the Official Public Records of Kaufman County, Texas. The Original Phase 1 Declaration as amended and supplemented by the foregoing, is hereinafter referred to as the "Phase 1 Declaration."

WHEREAS, in accordance with Section 2 of Article VI (Miscellaneous Provisions) of the Phase 1 Declaration, sixty percent (60%) of the votes of the membership (voting together) cast in person or by proxy at a meeting of the Members of the Association (as such terms are defined in the Phase 1 Declaration) may amend the Phase 1 Declaration, with the consent for Declarant as long as Class B membership exists.

WHEREAS, after requisite notice of a meeting was given to Members, a meeting of Members was held on April 5th, 2013, at which meeting more than sixty percent (60%) of the votes of membership voting together, in person or by proxy, voted in favor of this Declaration.

WHEREAS, Declarant, desires to amend, restate and supersede the Master Declaration and the Phase 1 Declaration by this Declaration, and hereby consents to same, to the extent Declarant's consent is required under the Phase 1 Declaration.

WHEREAS, by that certain Certificate of Merger filed on August 2, 2013 with the Texas Secretary of State, Windmill Farms Phase 1, a Texas non-profit corporation (the "Phase 1 Association"), and Windmill Farms Association, Inc., a Texas non-profit corporation (the "Master Association") merged into one entity with Windmill Farms Association, Inc., a Texas non-profit corporation (the "Master Association")⁰ being the surviving entity by such merger.

WHEREAS, the Master Declaration and Phase 1 Declaration affect that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, Declarant hereby combines, and amends, restates and supersedes the Master Declaration and Phase 1 Declaration, and hereby adopts, establishes and imposes the following covenants, conditions, restrictions, easements, liens and charges set forth in this Declaration upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, easements, liens and charges set forth in this Declaration.

ARTICLE 1

DEFINITIONS

Section 1.1 Defined Terms. Unless otherwise defined in this Declaration, the following words when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

"Architectural Control Committee" shall mean and refer to the Architectural Control Committee of the Association.

"Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as modified and amended from time to time.

“Association” shall mean and refer to the Windmill Farms Association, Inc., a Texas non-profit corporation, its successors and/or assigns.

“Board” shall mean and refer to the Board of Directors of the Association.

“Bylaws” shall mean and refer to the Bylaws of the Association, as may be modified and/or amended from time to time.

“Committee” shall mean and refer to the Architectural Control Committee of the Association.

“Common Areas” shall mean and refer to all real property (including the improvements thereto) owned by the Association or dedicated to the Association either by separate instrument or as shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant.

“Declarant” shall mean and refer to EQK BRIDGEVIEW PLAZA, INC., a Nevada corporation, and its successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall be assignable.

“Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants Conditions and Restrictions for Windmill Farms.

“District” shall mean and refer to Kaufman County Development District #1 or Kaufman County Fresh Water Supply District #1, their successors or assigns.

“Improvement” or “Improvements” shall mean and refer to all buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, driveways, swimming pools, changes in any exterior color or shape, and any new exterior construction or exterior improvement exceeding \$2,000.00 in cost which may not be included in any of the foregoing. It does not include garden shrub or tree replacements, or any other additional replacement or repair of any magnitude, which does not change exterior appearances. It does include both original Improvements and all later changes and Improvements.

“Lot” shall mean and refer to any plot of land shown on any recorded plat or its equivalent of the Property thereof filed or approved by Declarant.

“Members” shall mean and refer to Owners eligible to vote in Association elections.

“Original Declarant” shall mean and refer to LEMAN DEVELOPMENT LTD., a Texas limited partnership.

“Owner” and “Owners” shall mean and refer to the owner or owners of record, whether one or more persons or entities, of any Lot, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

“Property” shall mean and refer to the real property (including Improvements) described in Section 1.2 hereof, and additions thereto, as are subject to this Declaration or any supplementary declaration under the provisions of Section 1.3 hereof.

“Residential Lot” shall mean and refer to a Lot platted for single family residential use as designated by Declarant or by this Declaration.

“Retail/Commercial Land” shall mean and refer to any portion of the Property or any Lot used for purposes other than a single family residential dwelling and its accessory structures. The Retail/Commercial Land shall specifically include retail/commercial tracts described on Exhibit “C” attached hereto and incorporated herein by this reference.

“Retained Lots” shall mean those certain lots which have been developed and are still owned by the Declarant and which are more specifically defined on Exhibit “B” attached hereto.

“Telecommunications” shall mean the transmission, emission, or reception by wire, radio, optical or other electromagnetic systems, between or among points specified by the user, of information of the user’s Choosing, without change in the form or content of the information as sent or received.

“Telecommunications Service” shall mean the offering of any telecommunications service for a fee and shall include, but not be limited to, the following specific services: telephone, broadcast, wireless, internet access, and cable TV.

“Utility” shall mean any person or entity that would be defined as a “utility” under the Texas Utilities Code, except for any person or entity whose primary business, or whose ultimate owner’s primary business is the provision of a Telecommunications Service.

“Utility Service” shall mean the offering of any utility service for a fee and shall include, but not be limited to, the following specific services: electrical power, natural gas, sanitation and water.

Section 1.2 The Property. The real property covered by this Declaration is described in Exhibit “A” attached hereto and Incorporated herein by reference. All of the Property and any right, title or Interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein. The Property may be subject to supplementary declarations of covenants, conditions and restrictions by one or more other associations for purposes of establishing specific development guidelines.

Section 1.3. Additions to Property Subject to Declaration. Additional property may become subject to this Declaration in the following manner.

- a. Supplementary Declarations. Supplementary declarations shall be filed which contain covenants and restrictions to which the added property shall be subject.

Such supplementary declarations may contain additions, deletions, and modifications from those contained in this Declaration as may be necessary to reflect the different character of the added property. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration, nor shall such supplementary declaration in any way change the provisions of Articles 1, 2, 3, 4, 5, 6, 7 and 8 hereof.

b. Merger or Consolidation. Upon a merger or consolidation of the Association with another Association, the Association's property, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights, and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

Section 1.4 Binding Effect. The provisions of this Declaration are and shall be construed as covenants running with the Property and shall be binding upon Owners and tenants of the Property or any part thereof and shall inure to the benefit of the Owners. From and after the date this Declaration is recorded in the Real Property Records of Kaufman County, Texas, the Property, and each Lot, shall be owned, held, sold, transferred, mortgaged, conveyed, leased, demised and otherwise used, developed, encumbered or disposed of by Declarant and by any subsequent Owner or tenant thereof subject to the provisions of this Declaration.

Section 1.5 Recordation. This Declaration shall be recorded in the Real Property Records of Kaufman County, Texas.

ARTICLE 2

ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.1. Authority.

(a) Control. The Association's rights, duties and obligations under this Declaration shall be administered by the Board, except for those matters specifically delegated to the Architectural Control Committee in this Declaration. The Board shall consist of five (5) individuals, three (3) of which shall be selected by the Declarant as long as the Declarant owns land within the Property, and the remaining two (2) directors being elected by a majority vote of non-Declarant Members of the Association taken at a meeting of the Members of the Association at which quorum is present or written consent of a majority of the non-Declarant Members of the Association in lieu thereof; provided that as long as 130 Windmill Farms, L.P. ("130 Windmill") owns a Lot in the Subdivision, one of the three (3) Board Members to be selected by Declarant

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pursuant hereto shall be appointed by 130 Windmill. After the earlier of (i) December 31, 2021, or (ii) the date on which Declarant no longer owns land within the Property, the Board shall be elected by the majority vote of Members voting in person or by proxy at a meeting duly called for the purpose of electing Board members. Upon the earlier of (i) December 31, 2021, or (ii) the date on which Declarant no longer owns land within the Property, Board members shall be elected by the Members of the Association to serve two (2) year terms and shall be elected in staggered terms.

(b) Powers and Duties of the Board. The Board shall have all authority to administer the Association, including, but not limited to the powers and duties contained In the Board By-Laws.

(c) Liability Limitations. Neither any Owner nor the Board nor the directors (or any of them) nor the officers, agents or employees of the Association nor any other entity acting for or on behalf of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Owner, whether or not such other Owner was acting on behalf of the Association or otherwise. Neither the Declarant nor the Association, nor their directors, officers, agents or employees, shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements or portions thereof or for failure to repair or maintain the same. The Declarant or the Association shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, Improvements or portions thereof.

The members of the Board, the officers of the Association and the members of the Architectural Control Committee shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such members or officers. Each member of the Board, officer of the Association and member of the Architectural Control Committee shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a member or an officer, or any settlement thereof, whether or not he or she is a member or an officer at the time such expenses and liabilities are incurred; provided that in the event of a settlement, the indemnification shall apply only if the Board approves such settlement and reimbursement.

The provisions of this Section 2.1(c) shall be liberally construed to limit the liability of, and for the benefit of, the Owners, the Board, the directors, officers, agents and employees of the Association, the Architectural Control Committee, Declarant and all other entities acting for or on behalf of the Association.

(d) Actions of the Association; Declarant approval of certain Actions. A vote of the majority of the Board of Directors is required for all matters except as otherwise expressly required herein or by applicable law or statute. Notwithstanding the foregoing, any action of the Board pertaining to any of the matters enumerated below, and which affect Lots owned by Declarant, is invalid with respect to the Lots owned by Declarant unless it is approved in writing by the Declarant:

(i) any rules, regulations or operating procedures that would change the manner in which the provisions in Sections 5.1(a)(i)-(iii), (ix), (xi), (xiii) and (xix) of the Declaration are applied;

(ii) any rules, regulations or operating procedures that would change the manner in which the provisions in Section 7.1 of the Declaration are applied;

(iii) any rules, regulations or operating procedures that would affect the building rules, requirements and/or limitations imposed on builders/owners within the Association during construction;

(iv) any changes that negatively impact the drainage plan of any lot;

(v) any rules, regulations or operating procedures that change and/or restrict ingress and egress of lot owners, their builders, contractors, agents, guests or invitees during construction;

(vi) any changes that deal with the use of "for sale" signs on lots owned by builders;

(vii) any action by the Board that would have an arbitrary and negative effect on the value and marketability of any of the Lots owned by Declarant.

Section 2.2. Insurance; Repair and Restoration.

(a) Insurance. The Association may keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

(b) Damage to Common Areas. In the event of damage to or destruction of any part of the improvements to the Common Areas, the Association may repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Owner.

(c) Review of Insurance Policies. All insurance policies may be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is

sufficient to make any necessary repairs or replacement of the Common Areas which may have been damaged or destroyed. The Association may acquire liability insurance if deemed desirable by the Association. The Association shall be the insured party under the policy.

Section 2.3 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses, and may establish separate, irrevocable trust accounts in order to demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

Section 2.4. Membership. Each and every person, persons or legal entity who shall own any Lot, tract, or parcel of land In the Property, shall automatically be a Member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.

Section 2.5. Classes of Voting Members. The Association shall have two classes of voting membership:

(a) Class A Members. Class A Members shall be all those Members described in Section 2.4 hereof with the exception of Declarant. Class A Members shall be entitled to (i) one (1) vote for each Residential Lot owned and (ii) one (1) vote for each Lot platted on Retail/Commercial Land owned by it or one (1) vote for each one thousand (1000) square feet of building located on Retail/Commercial Land, as applicable. When two or more persons or entities hold undivided interests in a Lot, all such persons or entities shall be Class A Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Residential Lot or one thousand (1000) square feet of building on Retail/Commercial Land in which such Member own undivided interests.

(b) Class B Members. The Class B Member shall be the Declarant. The Class B Member shall be entitled to (i) ten (10) votes each Residential Lot owned by it, (ii) (100) votes for each Lot platted on Retail/Commercial Land owned by it or one hundred (100) votes for each one thousand (1000) square feet of building located on Retail/Commercial Land owned by it, and (iii) ten thousand (10,000) votes per acre of unplatted land owned or controlled by it. The Declarant shall have Class B membership status until the earlier of (i) December 31, 2021 or (ii) such date as Declarant no longer owns any Property subject to this Declaration. Thereafter, the Class B membership shall expire and be converted to Class A membership, and Declarant shall be entitled to (A) one vote for each Residential Lot owned and (B) one (1) vote for each Lot platted on Retail/Commercial Land owned by it or one (1) vote for each one thousand (1000) square feet of building located on Retail/Commercial Land, as applicable.

ARTICLE 3

ASSESSMENTS

Section 3.1. Covenants for Assessments. The Owner of each Lot within the Property, hereby covenants, and each purchaser of any Lot, by acceptance of a deed therefor, whether or

not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (i) annual assessments or charges (as specified in Section 3.3 hereof); and (ii) special assessments for capital improvements (as specified in Section 3.4 hereof), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Section 3.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following: (i) improving and maintaining the Common Areas; (ii) reimbursing the Declarant for any and all costs incurred by Declarant in the construction, installation, reconstruction, replacement, repair or maintenance of the Common Areas; (iii) funding any agreement with the District to aid in the construction, maintenance, reconstruction and operation of any public facilities within the Property; (iv) paying the costs of any litigation involving the Association; and (v) carrying out the purposes of the Association as stated in its Articles of Incorporation, bylaws and/or other governing documents.

Section 3.3. Annual Assessment. Each Owner of a single family residential Lot shall pay to the Association an annual assessment which is as of the date hereof equal to Four Hundred Ninety-Five and No/100 (\$495.00) per Residential Lot per year. The annual assessment on Retail/Commercial Land shall be established by Declarant prior to the sale of the first Lot to be used for commercial purposes. Unplatted land shall not be subject to an annual assessment. The rate of annual assessment may be increased by the Declarant or by the vote of the Members, as provided in Section 3.5 hereof. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In future phases of development within the Property, the Board may fix the annual assessment at a different rate based on the projected expenses of such future phase. The annual assessment for each future phase of development shall be established by Declarant prior to the sale of the first Lot in such future phase.

Section 3.4. Special Assessments. In addition to the annual assessments authorized by Section 3.3 hereof, the Association may, by vote of its Members as set out in Section 3.6 hereof, levy in any year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described Improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation, bylaws and/or other governing documents.

Section 3.5. Vote Required for Increase In Rate of Annual Assessment. The Board may increase the rate of annual assessment up to ten (10) percent per year without a vote of the Members. An increase, greater than ten (10) percent, in the rate of the annual assessment, must be approved by a majority vote of Members as defined in Article 2 hereof, voting in person or by proxy, at a meeting duly called for such purpose. Notice of such meeting shall be given to all Members at least thirty (30) but no more than sixty (60) days in advance and shall set forth the purpose of the meeting.

Section 3.6. Vote Required for Special Assessment. The Special Assessment authorized by Section 3.4 hereof must be approved by 60 percent of the Class A votes cast in person or by proxy, at a meeting duly called for such purpose, notice of which shall be given to

all Members at least thirty (30) but no more than sixty (60) days in advance and shall set forth the purpose of the meeting.

Section 3.7. Commencement Date of Annual Assessment. The first annual assessment provided for herein commenced with the year 2001 and shall continue thereafter from year to year.

Section 3.8. Due Date of Assessments. The first annual assessment was due and payable on June 1, 2001, and was considered delinquent if not paid by June 30, 2001. The assessments for any year after 2001 shall become due and payable on January 1 of such year and delinquent if not paid by January 31 of such year. The due date and delinquent date of any special assessment under Section 3.4 hereof shall be fixed in the resolution authorizing such special assessment.

Section 3.9. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner of the Lot may be levied a penalty and may be obligated to pay interest on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorneys' fees. The Board has the discretion to establish and adjust the penalty and interest described herein as it deems appropriate.

Section 3.10. Assessment Lien and Foreclosure. All sums assessed in the manner provided for in this Article but unpaid shall, together with any penalty for late payment and/or interest as provided in Section 3.9 hereof, late charges, collection fees, interest, service charges, costs of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the Owner, and his or her heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against said property, except only for tax liens, liens or assessments levied by District, and sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the of the property in question. The Board shall, in its sole discretion, have the power to subordinate the aforesaid assessment lien to any other lien. To provide notice of non-payment of assessments, the Board shall cause the preparation of a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such notice and a description of the property. Such notice shall be signed by an officer, agent or attorney of the Association and shall be recorded in the office of the Kaufman County Clerk. Such lien securing payment of assessments and other charges set forth herein shall attach to the Property with the priority described above from the date of the filing of the Declaration, and may be enforced by foreclosure of the defaulting Owner's property by the Association through non-judicial foreclosure in accordance with Section 51.002 of the Texas Property Code, as amended or any successor statute, subsequent to the recording of a notice of assessment lien as described above, or the Association may institute suit against the Owner obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure sale, whether judicial or non-judicial, the Owner shall also be required to pay the

costs, expenses and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association shall have the right or, upon written request of any mortgagee holding a prior lien on any Lot, to notify the holder of the mortgage of any unpaid assessments. Any request from a mortgagee shall not, under any circumstances, be considered a continuous request for notification in the event assessments go unpaid for any amount of time. Without limiting the remedies otherwise available to the Association, if the Association elects to enforce the assessment lien by non-judicial foreclosure, the lien created and established herein shall be accompanied by a private power of sale granted and retained in favor of the Association in connection with any foreclosure sale conducted in the same manner permitted by Section 51.002 of the Texas Property Code, as amended. Following any foreclosure sale, the Association shall comply with the applicable notice requirements under Section 209.010 of the Texas Property Code, as amended, and any redemption rights that may be available to the Owner under Section 209.011 of the Texas Property Code, as amended.

Section 3.11. Common Areas Exempt. All Common Areas as defined in Section 1.1 hereof, and any common areas of any other association designated on any recorded plat filed by Declarant, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

Section 3.12. Property of Declarant Exempt: Retail/Commercial Land Exempt. All property owned by Declarant is exempt from the assessments and liens created herein. Declarant shall have the right to assign this exemption to any transferee in bulk of the Lots owned by Declarant in connection with any transfer of Lots in bulk. Likewise, the Retail/Commercial Land is exempt from the assessments and liens created hereunder, until a Lot is platted thereon and assessments established therefor by Declarant in accordance with Section 3.3 hereof.

Section 3.13. Acquisition Assessments. In addition to annual assessments and special assessments described in this Article 3, the Association may charge and collect from Owners in the Subdivision Acquisition Assessments (herein so called) commencing on January 1, 2014 in the initial amount of \$200.00 per Lot, which Acquisition Assessments shall be a charge collected from the purchaser of each Lot upon the closing of such purchaser's acquisition of such. The Acquisition Assessment shall be used for the same purposes as annual assessments or special assessments as set forth in Section 2.2 of this Declaration. The amount of the Acquisition Assessment charged may be increased by the Board up to ten percent (10%) for each calendar year after January 1, 2014 without approval of the Members of the Association, and any increase in excess of ten (10) percent for each calendar year after January 1, 2014 shall require approval of a majority vote of the Members in each class taken together at a meeting at which quorum is present. Notwithstanding the foregoing or anything to the contrary contained herein, the following purchasers shall be exempt from any requirement hereunder to pay an Acquisition Assessment to the Association upon its acquisition of a Lot: (i) any purchaser that acquires the rights of Declarant with its acquisition of Lot(s), (ii) any purchaser which is a Builder, (iii) any purchaser of Retail/Commercial Land or Common Areas, and/or (iv) any purchaser that acquiring a Lot directly from a Builder. The obligation to pay such Acquisition Assessment hereunder shall be a personal obligation of the applicable purchaser and an obligation that runs

with title to the Lot and is secured by the assessment lien established under the Declaration, including, without limitation, Section 2.10 hereof.

ARTICLE 4

ARCHITECTURAL CONTROL COMMITTEE

Section 4.1. Designation of Architectural Control Committee. The Association shall have an Architectural Control Committee ("ACC") which shall initially consist of three (3) members appointed by the Declarant, and shall have exclusive jurisdiction over initial construction and subsequent modifications or additions on all Lots within the Property. The Declarant shall have the right to transfer its power to appoint such ACC members to any transferee in bulk of the Lots. Once Declarant (or any transferee in bulk of Lots from Declarant) no longer owns title to any Lot within the Property, the members of the ACC shall be appointed by the Board of Directors of the Association.

Section 4.2. Function of Architectural Control Committee. No Improvement shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Property until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties and shall have the authority to levy a fee for architectural and engineering review. The Committee may designate one of its members to take any action or perform any duties for and on behalf of the Committee. The decision of the Committee or its designee shall be final, conclusive, and binding upon the applicant, Owner, its successors and assigns, and its designated representatives.

Section 4.3. Content of Plans and Specifications and Submittal Procedures: Submission Documents. Owners, or their designated representatives, shall submit detailed Information in writing regarding the proposed use of a Lot, including copies of all permits, or applications for permits, and any other plans, drawings or similar materials submitted for governmental approval and three (3) complete sets of construction plans, drawings, and specifications showing or stating all aspects of the proposed development, including, without limitation, the following:

- a. location of all structures, easements, street rights-of-way and setback lines;
- b. location of all walkways, driveways and curb lines;
- c. all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and lawn material, and also including the type and location of all existing plant material on the Lot;
- d. location, height, intensity and fixture type of all exterior lighting;

- e. location, size and type of all pipes, lines, conduits and appurtenant equipment and facilities for any Telecommunications Service or Utility Services;
- f. location, size and type of all fencing;
- g. architectural floor plans, building elevations, wall sections and details of each building, including equipment located on the exterior of the building and the proposed method of screening such equipment;
- h. building materials and color information, including samples; and,
- i. site coverage data and calculations.

Section 4.4. Preliminary Submittal. Owners, or their designated representatives, may submit the information required above in preliminary form for preliminary review by the Committee prior to producing the final documents. Such preliminary review will in no way replace the Owner's obligation to submit the detailed information required above and to obtain approval thereof.

Section 4.5. Scale and Detail. All architectural plans and construction drawings submitted shall be to a scale of not less than one inch (1") equal to sixteen feet (16'), All site plans submitted shall be to scale of not less than one inch (1") equal to fifty feet (50').

Section 4.6. No Use Prior to Approval. No Improvement of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto or permitted to remain on any Lot, nor shall any use be commenced on any Lot, unless and until the plans, drawings and specifications for the Improvement (Including a description of the proposed use) have been approved in writing by the Committee in accordance with this Article 4; provided, Owner may commence earth moving and grading operations for an Improvement prior to obtaining final approval of all plans and specifications for the Improvement if the Owner obtains approval of his or her grading plans from the Committee and the Committee authorizes commencement of the grading operations based on its approval of the grading plans. If the Committee allows early commencement of grading, the Owner shall not proceed beyond grading operations until the Owner receives final Covenants, Conditions and Restrictions for Windmill Farms, approval of his or her plans and specifications for the Improvement from the Committee.

Section 4.7. Changes. No construction or use that is inconsistent with, in addition to or materially different from any previously approved plans, drawings, and specifications shall be commenced or permitted until revised construction drawings and specifications reflecting such change or addition have been approved in accordance with this Article 4.

Section 4.8. Approval or Disapproval. Approval of plans and specifications shall be based, among other things, on general adequacy of dimensions, harmony of the exterior design and of location with neighboring structures and Lots, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of the restrictions, conditions, covenants, development standards and other provisions set forth herein, and the

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Declarant's Master Development Plan for the Property. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance. Disapproval may also be based upon failure of such plans and specifications to comply with any requirement of this Declaration or because of failure to include therein any additional information reasonably requested by the Committee.

Section 4.9 Design Guidelines. The Committee may develop guidelines ("Design Guidelines") which describe recommended design practices and issues that are of special concern to the Committee. Such Design Guidelines are intended to assist the applicant in preparing drawings and specifications that will be acceptable to the Committee. The Design Guidelines need not be uniform for all Lots, and may be amended or waived by the Committee from time to time.

Section 10. Failure of the Committee to Act. The Committee should review all plans and specifications within fifteen (15) days of receipt of such plans and specifications. If, due to the volume of plans submitted or the complexity of a project, the Committee cannot review the plans and specifications within fifteen (15) days, the Committee may advise the applicant in writing of the time frame for review. In no event, shall the review period exceed forty-five (45) days unless agreed in writing by the Committee and the applicant. If the Committee fails to approve or to disapprove and such plans and specifications, or to reject same as being inadequate, or to advise the applicant of a revised review period, within fifteen (15) days after submittal thereof, it shall be conclusively presumed that the Committee has approved such plans and specifications, EXCEPT that the Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant in Article 5. hereof. The applicant shall have the burden of providing evidence of the submission date.

Section 4.11. RESERVED.

Section 4.12. Limitation of Liability. Neither the Declarant, the Board, the Association, the Committee nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land or a Lot affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

Section 4.13. Appeal to Board. After such time as Declarant no longer owns any land within the Property, any action of the Committee may be appealed to the Board. The decision of the Board shall be final, conclusive and binding upon the applicant.

Section 4.14. Liability for Violation. Any person, firm or corporation violating this Article 4 shall be liable for all costs incurred in remedying such violations, including, but not limited to, attorney's fees and court costs.

Section 4.15. Fees. It is understood that all grading, drainage, Telecommunications Service and Utility Service plans submitted to the Committee for approval may be reviewed by a

licensed engineer selected by the Committee in an attempt to verify that said plans will conform with Declarant's overall plan for the Property. All costs and fees estimated to be incurred by the Committee in conjunction with engineering and architectural plan review shall be paid in advance by the party submitting said plans. In the event any party submitting plans and specifications to the Committee for review hereunder fails to pay the estimated amount of such fees in advance, it shall be deemed for all purposes of this Article 4 that such plans and specifications have not been submitted to the Committee. If the actual fees of the engineer exceed the estimated fees, the party submitting the plans and specifications shall pay the amount of the excess to the Committee within ten (10) days after receipt of an invoice showing the excess amount.

Section 4.16. Exemption of Commercial/Retail Land from ACC Control. The lands described on Exhibit "C" hereto (the "Commercial/Retail Land") shall be exempt from all jurisdiction and control by the ACC. In lieu of ACC supervision the Commercial/Retail Land shall be made subject to separate Conditions, Covenants and Restrictions.

ARTICLE 5

PROTECTIVE COVENANTS

Section 5.1. Protective Covenants. The Property and each Lot situated therein shall be constructed, developed, occupied and used in accordance with the following protective covenants:

(a) In addition to the protective covenants contained in Section 5.1(b) below, Residential Lots and related Common Areas in a plat of any residential Phase of the Property shall be constructed, developed, occupied and used in accordance with the following protective covenants:

(i) Use: Except as provided in Subsection (h) below, no Residential Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Residential Lot other than one detached single family dwelling not to exceed two stories or thirty five (35) feet in height with a private garage for not more than three cars.

(ii) Minimum square footage of dwellings: Each dwelling constructed on any Residential Lot shall contain a minimum required floor area of no less than one thousand two hundred (1200) square feet of floor area. For purposes of this Section, minimum required floor area shall be computed exclusive of breezeways, garages, open porches, carports, accessory buildings or accessory space and designed and used directly and specifically for dwelling purposes.

(iii) Setbacks: The minimum setback requirements from property lines for any and all structures constructed on any Residential Lot are as follows:

Front setback:

Twenty-five (25) feet

| | | |
|---------------|-------------------|----------------|
| Side setback: | Lot Width | Side Setback |
| | Fifty (50) feet | Five (5) feet |
| | Sixty (60) feet | Five (5) feet |
| | Seventy (70) feet | Six (6) feet |
| | Eighty (80) feet | Eight (8) feet |

Rear setback: Fifteen (15) feet

Exclusions. The following Improvements are expressly excluded from the foregoing setback restrictions:

- (A) Structures below and covered by the ground where such structures will not interfere with provision for underground utilities.
- (B) Steps, walks, driveways and curbing.
- (C) Planters, walls, fences or hedges, not to exceed 4 feet in height.
- (D) Other landscaping, including landscaped earthen beams, approved in writing by the Architectural Control Committee.
- (E) Other Improvements approved in writing by the Architectural Control Committee.

Setback Variances: In the event the Architectural Control Committee determines that a lesser setback is desirable to achieve a special architectural design that is compatible with the character of the surrounding area, then such lesser setback shall be allowed if specifically approved in writing by the Architectural Control Committee.

(iii) Machinery and automobile repair: No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made upon any portion of any Residential Lot within view of neighboring property, dwelling units, pathways, and streets without prior written approval and authorization of the Architectural Control Committee. No motor vehicle that is visible from a public street may remain upon any portion of any Residential Lot without moving for more than thirty (30) consecutive days.

(iv) Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Residential Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

(v) Nonresidential uses: No manufacturing, trade, business, commerce or industry, whatsoever will be conducted or carried on upon any Residential Lot or any part thereof, or in any building or other structure erected thereon, except those

professions and other occupations which are conducted or carried on with the prior approval of the Architectural Control Committee.

(vi) Temporary structures and parking: No temporary structure of any kind shall be erected or placed upon any Residential Lot except as provided in this Article. Any truck, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage or backyard area of the appropriate Residential Lot, and if stored in the backyard area, such truck, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile shall be stored, placed or parked so that it is not visible from any public street. No trailer, mobile home, tent, camper vehicle, or temporary house shall be placed or erected on any Residential Lot for use as a dwelling. No bus or mobile home may be parked, placed, or stored on any Residential Lot. No parking will be permitted on a street within any cul-de-sac. On streets with a pavement width of twenty-four (24) feet or less, parking shall be permitted on the even numbered side of the street, unless otherwise designated by the Declarant.

(vii) Marketing facilities: Declarant for itself and for any Builder reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as it, in its sole discretion, determines to be necessary or convenient while selling Residential Lots, selling or constructing residences and constructing other improvements in the Property. Such facilities may include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Until Declarant has completed all of the Declarant's contemplated Improvements (including, without limitation, street paving, excavation, utility lines and landscaping) upon the Property, neither the Owners nor the Association nor the application of this Declaration shall interfere with the completion of such contemplated Improvements and the sale of land and improvements. Declarant may make such use of the Common Areas as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, the showing of the Property therein and the display of signs thereon and therein. Declarant hereby expressly reserves an easement over the Property for completion of and making improvements to any portion of the Property. Declarant shall further have the right to maintain facilities on and to use unsold portions of the Property for development, marketing and related purposes, whether or not such use is otherwise permitted by other provisions of this Declaration.

(viii) Signs: No sign or signs shall be displayed to the public view on any Residential Lot except that Declarant or any Builder may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Residential Lots. Such signs may be located in the common area of any other association designated on any recorded plat within the Property. Any Builder, during the construction and sale of a dwelling may utilize professional signs (of not more than twelve (12) square feet in size) designed in accordance with the design guidelines prepared and approved by the Declarant on each Residential Lot which it owns for advertising and sales promotion; thereafter, a "For Sale" sign (of not more than six (6) square feet in size) may be utilized on a Residential

Lot by the Owner of that Residential Lot, or the agent of such Owner, for the sale of that Residential Lot and its improvements. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are to be in compliance with the sign regulations of the appropriate governmental jurisdictions. The Association shall have the right, but not the obligation, to remove signs that detract from the overall integrity of the development of the Property.

(ix) Fences, walls and hedges: No fence, wall or hedge shall be erected, placed or altered on any Residential Lot nearer to the front or side property lines than specified in the setback requirements as may be set forth in any validly recorded declaration or restriction. No fence, wall or hedge shall exceed six (6) feet in height unless otherwise specifically approved by the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Residential Lot without the approval of the Architectural Control Committee. All landscape plantings within the ten (10) foot wide landscape and fence easement must be approved by the Architectural Control Committee. All wood piles, tool sheds or service facilities must be behind fences, walls or landscaping so as not to be visible from any street. The design and all materials used to build fences or walls shall be subject to approval of the Architectural Control Committee. Any fence constructed on or adjacent to an easement rather than a property line must contain a gate sufficient in size to allow access to the area between the fence and property line for mowing and maintenance purposes. Wood fences may be either natural wood without stain or natural wood with clear stain. The clear stain must be translucent enough for the grain and texture of the wood to show through and be of a natural wood color.

(x) Masonry content: Exterior wall construction below the first floor ceiling plate line shall consist of not less than seventy (70) percent masonry construction with no single wall face of any residence containing less than fifty (50) percent of its exposed surface of masonry construction. Installation of all types of exterior items and surfaces such as lights, mail chutes, towers and antennas shall be subject to the prior approval of the Architectural Control Committee.

(xi) Window air conditioners: No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any residential dwelling on the front street or side of such residence.

(xii) Building color: The color of any building constructed on a Residential Lot shall be substantially the same as the color of any prior building constructed on the Residential Lot with which the building is being replaced. The paint on all buildings shall be maintained so as to present a well painted appearance and chipped, peeling or badly faded paint shall be replaced or reapplied.

(xiii) Noise control: No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any

building without prior written approval and authorization of the Architectural Control Committee.

(xiv) Weeds and trash: The Owner of each Residential Lot shall at all times keep all weeds and grass thereon, but in a sanitary, healthful and attractive manner. In no event shall an Owner use any Residential Lot for storage of materials and equipment except for normal residential requirements or incident to construction of Improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. If, at any time, an Owner of any Residential Lot shall fail to control weeds, grass and/or other unsightly growth, or permit accumulation of garbage, trash or rubbish, the Declarant or Architectural Control Committee shall have the authority and right to go onto said Residential Lot for the purpose of mowing or cleaning said Residential Lot and shall have the authority and right to assess and collect from the Owner of said Residential Lot a reasonable sum for mowing or cleaning said Residential Lot on each respective occasion of such mowing or cleaning. Any such assessment, together with interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Residential Lot against which each such assessment is made. Each such assessment, together with the interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment occurred. Each and every Owner of any Residential Lot, by the acceptance of a deed or other conveyance of such Residential Lot, shall thereby covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

(xv) Destruction of Improvements: In the event that any building constructed on a Residential Lot has burned or been destroyed by any cause, and is thereafter abandoned for at least thirty (30) days, the Owner of the Residential Lot shall cause the destroyed building to be removed and the Residential Lot cleared, the expense of such removal and clearing to be paid by the Owner. In the event the Owner does not comply with this provision, then Declarant, the Association may, after ten (10) days written notice to the Owner, cause such destroyed building to be removed and the Residential Lot cleared and charge the cost thereof to the Owner. In such event neither Declarant nor the Association nor any member thereof shall be liable in trespass or for damages, expenses, costs or otherwise to the Owner for such removal and clearing. The Association shall have no obligation to procure insurance to protect against fire or other casualty to any of the single family residences, and each single family residence Owner is encouraged to procure and maintain such Insurance coverage as is deemed prudent or desirable by such Owner.

(xvi) Incineration or burning: No person shall incinerate or otherwise burn any material on any Residential Lot outside of the residence thereon except for charcoal or gas fires used solely for cooking purposes. Leaves, trash and other refuse may not be burned in any fireplaces located in a residence.

(xvii) Harboring of plant disease and Insects: No Owner shall permit any thing or condition to exist upon a Residential Lot which shall induce, breed, or harbor plant diseases or noxious insects.

(xviii) Encroachment of sidewalks: No tree, shrub, or plant of any kind on any Residential Lot shall be allowed to overhang or otherwise encroach upon any street, sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Architectural Control Committee.

(xix) Underground Utilities: With the exception of initial subdivision transmission lines, no gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed, or maintained upon or above the ground, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The requirements of this provision shall be subject to any franchise agreement granted by the District. Further, this provision shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

(xx) Satellite Dishes and Telecommunication Equipment: Any broadcast television antennas and any other antennas and aerials shall be located inside the attic of the residence constructed on the Residential Lot. Satellite dishes may be installed in the back of the residential dwelling only if the backyard is enclosed by a six foot (6') approved fence. The dish must not exceed three (3) feet in diameter and shall not extend more than three feet (3') above the fence line. Installation of satellite dishes and telecommunication equipment shall be subject to the prior approval of the Architectural Control Committee. With respect to any antenna or satellite dish covered by Section 47 C.F.R. Part I, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time, the provisions of this Section 5.1(a)(xx) shall be applicable only to the extent that the requirements hereof do not (A) preclude reception of an acceptable quality signal, (B) unreasonably delay or prevent installation, maintenance and use of the antenna or satellite dish, or (C) unreasonably increase the cost of installation, maintenance and use of the antenna or satellite dish.

(xxi) Clotheslines: No clothesline shall be maintained on any Residential Lot unless it is hidden from view by a hedge or other protective enclosure, in a manner approved by the Architectural Control Committee.

(xxii) Carports: The use of any carport, driveway or parking area that may be in front of, adjacent to or a part of any Residential Lot as a parking place for commercial vehicles is prohibited. Parking of commercial vehicles one ton or less is restricted to a 48 hour period. The term "Commercial Vehicles" shall include all automobiles, trucks and vehicular equipment, as well as station wagons, which shall bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise.

(xxiii) Storage Sheds: Storage sheds and other out buildings should not be visible from the street fronting the home or, in the case of a corner Residential Lot, from the street fronting or facing the side yard. The storage shed should not exceed one hundred twenty (120) square feet or seven (7) feet in height and must have prior written approval of the Architectural Control Committee.

(b) The following protective covenants shall apply to all of the Property, including, without limitation, any Lots and Retail/Commercial Land therein:

a. Signs. No sign or signs shall be erected until such sign has been approved by the Architectural Control Committee. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are to be in compliance with the sign regulations of the appropriate governmental jurisdictions. The Association shall have the right, but not the obligation, to remove signs that detract from the overall integrity of the development of the Property.

b. Weeds and trash. The Owner of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. If, at any time, an Owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, or permit accumulation of garbage, trash or rubbish, the Declarant or Architectural Control Committee shall have the authority and right to go onto said Lot for the purpose of mowing or cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a reasonable sum for mowing or cleaning said Lot on each successive occasion of such mowing or cleaning. Any such assessment, together with interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with the interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. Each and every owner of any Lot, by the acceptance of a deed or other conveyance of such Lot, shall thereby covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

c. Noxious or offensive activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any neighbor or the neighborhood.

d. Maintenance of Parkways. The Owner shall be responsible for the maintenance of parkways located between their lot lines and the streets on which their Lots face or side. The Owners thereof shall likewise maintain the exterior of all structures on their Lot and their yards, hedges, plants and shrubs in a neat and trim condition at all times.

e. Nuisances. Nothing shall be done on any Lot which may be or become an annoyance or nuisance to any neighbor or the neighborhood.

f. Exterior lighting. No exterior light shall be installed or maintained on any Lot which light is found to be objectionable by the Association. Upon being given notice by the Association that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

g. Drilling, excavation. No oil drilling, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Water drilling or development operations may be authorized only upon written permission from the Board.

Section 5.2 Breach of Protective Covenants or Declaration Provisions. In the event of a violation or breach of any of these restrictions or any provision contained in this Declaration, by any person or concern, Declarant, the Board, and/or the Association, through their duly designated representatives, and the Owners, or any of them, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, Declarant, the Board, and/or the Association, through their duly designated representatives, shall have the right, but not the obligation, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement shall not be considered a trespass. The Board may establish a system of fines for violation of the provisions of these restrictions or any provision in this Declaration. Following publication of the fine schedule at a duly called meeting of the Members, the Board may impose such fines on any Member, who following notice of a violation, is in default of any provision contained in this Declaration as it now exists or may be collected in the future and such fine may be collected in accordance herewith.

Section 5.3. Exemption of Commercial/Retail Land from Protective Covenants. The Retail/Commercial Land as described on Exhibit "C" shall be exempt from all protective covenants of this Article 5. In lieu of such protective covenants, the Retail/Commercial Land have been made subject to separate conditions, covenants and restrictions set forth in that certain Declaration of Covenants, Conditions and Restrictions for the Commercial Real Property in Windmill Farms, Kaufman County, Texas recorded as Instrument No. 2008-00003684, in the Real Property Records of Kaufman County, Texas, as may be modified and/or amended from time to time (the "Commercial Declaration"), which Commercial Declaration is incorporated herein by reference with respect to the Retail/Commercial Land.

ARTICLE 6

COMMON AREAS

Section 6.1 Easements of Employment. Subject to the provisions of Sections 6.2, 6.3 and 6.4 of this Article, every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas.

Section 6.2 Easements Reserved by Declarant.

a. Easements for Sidewalks and Facilities. Easements for the installation, maintenance, repair and removal of sidewalks, Utility Service facilities, Telecommunications Service facilities, and drainage facilities are reserved by Declarant over, under and across the Property, including the Common Areas; provided, however, that such easements shall not interfere with the operation of any improvements completed or being constructed on any Lot. Full right of ingress and egress is reserved by Declarant at all times over the Property for the installation, operation, maintenance, repair or removal of any sidewalk, Utility Service Facility, Telecommunications facility, or drainage facility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such sidewalk, Utility Service facility, Telecommunications Service facility, or drainage facility.

b. Exclusive Easements. Exclusive easements for the benefit of Declarant are reserved in the designated setback areas between the building lines and the exterior boundaries of individual Lots as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating any Utility Service or Telecommunications Service over, across, under and through the Property (including but not limited to wiring, conduits or lighting, power and telephone lines, communication equipment, gas lines, sanitary sewer, storm sewer and water). Said easements shall be assigned to the Association and to any appropriate public agencies, Utility Telecommunications Service provider as the Declarant may direct. No buildings may be located upon said easement but, subject to this Declaration, landscaping, parking, lighting, sidewalks, and access dries may be located thereon.

c. Perpetual Easement. Declarant reserves a perpetual easement for the benefit of Declarant and the Association over and across those portions of the Property to which Declarant or the Association reasonably require access: (i) to install and maintain landscaping within or adjacent to portions of any streets or other rights-of- way through or directly serving the Property (provided, however that such landscape easement shall in no way create an obligation on the part of Declarant or the Association to install or maintain such landscaping), and (ii) to maintain and repair the Common Areas.

d. Right to Assign. Declarant shall have the right, at any time and from time to time to assign, convey and transfer in whole or in part the easements and rights reserved under the provisions of this Section 6.2, and to designate and limit the location of any such easements, and shall have the right to record in the Real Property Records of Kaufman County any instruments or documents evidencing such easement and rights as

Declarant deems necessary; and each Owner of any lot agrees to execute, acknowledge and deliver to Declarant, or its assigns, at no cost to such Owner, any such instruments or documents as Declarant may so require relating to the easements reserved herein.

Section 6.3. Title to Common Areas. Declarant shall convey Ownership of the Common Areas to the Association which shall be responsible for their operation and maintenance, after their designation as such in accordance with Section 1.1 above.

Section 6.4. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Declarant and Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas;

b. The right of the Association to sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by a majority of the total votes of the Members of the Association as defined in Article 2 hereof, voting in person or by proxy, at a meeting duly called for such purpose, notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting;

c. The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof;

d. The Right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure;

e. The right of the Association to suspend the easements of enjoyment of any Member of the Association during which time any assessment levied under Article 3 hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations or during the period in which any Owner remains in violation of any provision of this Declaration, or as it may be amended.

ARTICLE 7

UTILITY EASEMENTS

Section 7.1 Easements. If Declarant grants any easement reserved to it under Section 6.2 herein for the provision of a Telecommunications Service ("Telecommunications Easement") or for the provision of a Utility Service ("Utility Easement"), such easement may

a. Be designated specifically as a Telecommunications Easement or is a Utility Easement on the Plat for the Property and Declarant shall have the right to record in the Real Property Records of Kaufman County any instruments or documents evidencing such easement and rights as Declarant deems necessary.

b. Any Utility Service provider granted a Utility Easement or any Telecommunications Service provider granted a Telecommunications Easement shall have the right to remove and keep off all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easement strips. Any Utility or Telecommunications Service provider granted an easement hereunder shall, at all times, have the right of egress and ingress to and from and upon said easement strips for: the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective system with the necessity at any time of procuring the permission of anyone.

Section 7.2. Easement Maintenance. The Association and the Declarant shall have the right to access, repair and maintain all facilities and improvements within any wall, entry, fence, landscape or other similar easement as recorded on any Plat.

Section 7.3. Drainage Easement. By acquisition of a Lot, each Owner grants, creates and conveys to the Association, the other adjacent Owners and the Declarant a perpetual Drainage Easement (herein so called) over, through, under and across the Owner's Lot for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot. Without limiting the foregoing, in order to facilitate drainage from the Property subject to the Declaration over, through, under and across the Owner's Lot, each Owner hereby agrees that the declarant or Association, as the case may be, shall have the right to enter onto the Owner's Lot at any time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or placement of any building, structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade, improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and (iv) regard those portions of the Drainage Easement area that may be necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities. Notwithstanding any of the foregoing rights of the Association or the Declarant, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior consent of the Board or the Declarant, the Declarant or the Association shall have the right to remove that structure or obstruction at the sole cost of the Owner. The cost to remove the structure or obstruction shall constitute a Special Assessment chargeable to the Owner, payable on demand, and secured by the lien provided for in Article 2 of this Declaration.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Section 8.1. Duration. This Declaration and the covenants, conditions, restrictions, charges, and liens set out herein, shall run with and bind the land, and shall inure to the benefit of

and be enforceable by the Declarant, the Association, and every Owner of any part of the Property, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2050, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total votes cast in person or by proxy at a meeting duly called for such purpose, notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Real Property Records of Kaufman County, Texas.

Section 8.2. Amendment. Article 5 of this Declaration may be amended or terminated at any time by the Declarant, at its sole discretion, as long as the Declarant owns land within the Property. After Declarant no longer owns land within the Property, Article 5 of this Declaration may be amended or terminated by sixty percent (60%) of the total votes cast in person or by proxy, with both classes of Members voting together, at a meeting duly called for such purpose. Notice of such meeting shall be given to all Members at least thirty (30) days In advance and shall set forth the purpose of the meeting.

All other Articles may only be amended or terminated by the Declarant as long as the Declarant owns land within the Property, thereafter all other Articles may be amended or terminated at any time by sixty percent (60%) of the total votes cast in person or by proxy, of the Members voting together. No amendment or termination may be voted on at a meeting until notice of such meeting and the purpose of such meeting shall have been given to all Members at least thirty (30) days in advance. Declarant must consent thereto if such amendment or termination is to be effective prior to Declarant no longer owning land within the Property. Any such amendment or termination shall become effective when an instrument is filed for record in the Real Property Records of Kaufman County, Texas, with the signatures of the requisite number of the Owners of the Property (and the signature of Declarant if Declarant still owns land within the Property).

Section 8.3. Indemnification. If the Association, the Declarant, or any of their agents, employees, or contractors, (i) causes, any damage to the Common Areas or to any Lot, or to any Improvements located thereon, or (ii) causes any injury to any person utilizing the Common Areas or any Lot, or any Improvements located thereon, which damage or injury arises in whole or in part out of the exercise of any of the easements granted by Section 6.2, the party responsible for such damage or injury shall:

- a. Restore the Common Areas or Lot(s) to their condition immediately preceding such entry;
- b. Repair any damage to any Improvements located on the Common Areas or any Lot, and replace any such Improvements located thereon which are not capable of repair; and

c. Indemnify, defend, and hold harmless the Association, the Declarant, or any Owner not responsible for such damage or injury, from any and all damages, liability, and expenses incurred by such innocent party as a result of the exercise of rights granted by such easement.

Section 8.4. Enforcement. The Association, by and through the Board, shall have the right, but not the duty to enforce any of the covenants and restrictions set forth in this Declaration or any other declaration of covenants, conditions and restrictions hereafter filed by Declarant or any subsequent Owner against the Property. The Association, by and through the Board, shall also have the right, but not the duty, to enforce covenants and restrictions set out in any declaration of covenants, conditions and restrictions for any phase of the development of the Property. Enforcement of the covenants and restrictions may include, but is not limited to, self-help remedies, imposition of fines, foreclosure of a lien, or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against any Lot on which a violation exists to enforce any lien created by the Declaration or any other declaration of covenants, conditions and restrictions for any phase of the development of the Property; and the failure of the Association or any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association elects to collect such assessments, fines and other financial obligations it shall have all of the rights and remedies available to the Association under this Declaration, the Bylaws of the Association, and applicable law, including but not limited to the right to conduct a non-judicial foreclosure with private power of sale in the same manner permitted by Section 51.002 of the Texas Property Code, as amended.

Section 8.5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent Jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that anyone or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 8.6 Notice. Wherever notice to a Member (or Members) is permitted or required hereunder, such may be given by the mailing of such to the Member at the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address So designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not. Unless written notice is required, notice may also be provided by publication in a newspaper, of general Circulation within the Property, such newspaper to be designated by the Board; or by posting in a visible public location designated by the Board.

Section 8.7 Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

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Executed as of the day and year first written above.

DECLARANT:

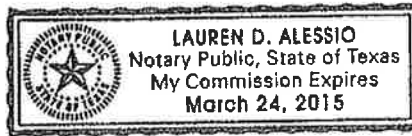
EQK BRIDGEVIEW PLAZA, INC.,
a Nevada corporation

By: [Signature]
Name: Steven Shelley
Title: Vice President

The undersigned, being the Secretary of the Association, hereby certifies that this Amended and Restated Declaration has been approved by a vote of at least 60% of the membership in the Association present in person or by proxy at a meeting duly called for such purpose, in accordance with the Phase 1 Declaration, Article VI, Section 2:

WINDMILL FARMS ASSOCIATION, INC.,
a Texas non-profit corporation

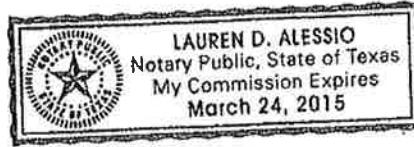
By: [Signature]
Printed Name: Steven Shelley, Secretary



STATE OF TEXAS)
)
COUNTY OF Dallas)

This instrument was acknowledged before me the 3rd day of April, 2014, by Steven Shelley, the Vice President of EQK BRIDGEVIEW PLAZA, Inc., a Nevada corporation.

[Signature]
Notary Public, State of Texas



STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me the 3rd day of April, 2014, by Steven Shelley, the Secretary WINDMILL FARMS ASSOCIATION, INC., a Texas non-profit corporation.

Lauren Alessio
Notary Public, State of Texas

EXHIBIT "A"

Legal Description of the Property

[see attached]

EXHIBIT A

Tract 1:
Legal Description

BEING a tract of land situated in the S. Smith Survey, Abstract No. 450, the J.B. Davenport Survey, Abstract No. 132, the J. Heath Survey, Abstract No. 227, and the W. Boles Survey, Abstract No. 55, Kaufman County, Texas, and being part of that certain Tract No. 1 called 429.79 acres and Tract No. 2 called 471.242 acres, conveyed to N.B. Hunt by Emily R. Cartwright, Executrix and Trustee of the Estate and Trust of Matthew Cartwright and the American National Bank of Terrell, Texas, Executor and Trustee of said Estate and Trust, on December 15, 1967, and part of that certain called 549.05 acre tract conveyed to W.B. Hunt by Henry H. Dickerson, Jr. and John Shelly on October 15, 1968 and recorded in Volume 518, Page 429 of the Deed Records of Kaufman County, Texas, and being more particularly described as follows:

BEGINNING at a 10-inch fence corner post at the Southwest corner of the above mentioned 471.242 acre tract, said point being in the North right-of-way line of U.S. Highway No. 80;

THENCE North 45°08'31" West with the Southwest line of said 471.242 acre tract, a distance of 1738.04 feet to a point for corner at the West corner of same and being in the Southeast line of the above mentioned 429.79 acre tract;

THENCE South 44°49'43" West with the Southeast line of said 429.79 acre tract, a distance of 1442.86 feet to a point for corner at the South corner of same;

THENCE North 28°04'36" West, a distance of 954.06 feet to a point for corner;

THENCE North 11°48'55" West, a distance of 1166.08 feet to a point for corner;

THENCE North 15°29'29" West, a distance of 733.71 feet to a point for corner;

THENCE North 00°24'36" East, a distance of 897.84 feet to a point for corner;

THENCE South 83°47'31" East, a distance of 1099.32 feet to a point for corner;

THENCE South 80°08'47" East, a distance of 2842.52 feet to a point for corner;

THENCE South 21°54'02" East, a distance of 1386.24 feet to a point for corner;

THENCE South 45°08'31" East, a distance of 300.00 feet to a point for corner;

EXHIBIT A (continued)

THENCE South 33°06'43" East, a distance of 2097.18 feet to a point for corner, said point being the North right-of-way line of said U. S. Highway No. 80;

THENCE North 68°30'09" West along said North right-of-way line, a distance of 2643.17 feet to the POINT OF BEGINNING and containing 13,770,425 square feet or 316.13 acres of land, more or less.

[Additional Pages Follow]

EXHIBIT A (continued)

Tract 2:
Legal Description

Being a tract of land situated in the S. Smith Survey, Abstract Number 450 and the J. Heath Survey, Abstract Number 227, and being part of that tract of land conveyed to Lemar Development, Ltd., a Texas Limited Partnership by Special Warranty Deed recorded in Volume 1323, Page 0281, Deed Records of Kaufman County, Texas and part of that tract of land conveyed to Albite of Texas, Inc. by deed recorded in Book 1310, Page 0439, Deed Records of Kaufman County, Texas and being more particularly described as follows:

COMMENCING at a 1 ½ inch iron pipe found at the intersection of the west line of Country Road 218 (C.R. 218 aka Townsend Road) with the north line of U. S. Highway 80 (U.S. 80, 300' right-of-way);

THENCE North 88°30'09" West, with the north line of said U.S. 80, passing the southeast corner of said Lemar Development, Ltd. tract at a distance of 2596.60 feet and continuing for a total distance of 3,638.93 feet to a 1 inch iron rod set for the POINT OF BEGINNING, from which a 1 inch iron rod set, for the southernmost southwest corner of said Lemar Development, Ltd. tract, bears North 88°30'09" West, 1,600.84 feet;

THENCE North 88°30'09" West, continuing with the north line of said U.S. 80 for a distance of 120.00 feet to a 1 inch iron rod set for corner;

THENCE North 01°05'36" East, departing the north line of said U.S. 80 for a distance of 25.19 feet to a ½ inch iron rod with red plastic cap stamped "USA INC RPLS 2026" set (hereinafter called ½ inch iron rod set) for corner at the beginning of a curve to the right, having a central angle of 16°36'42", a radius of 1,060.00 feet and a chord bearing and distance of North 09°23'57" East, 306.25 feet;

THENCE in a northerly direction along said curve for an arc distance of 307.32 feet to a ½ inch iron rod set for corner at the beginning on a curve to the left, having a central angle of 23°53'42", a radius of 940.00 feet and a chord bearing and distance of North 05°45'27" East, 389.19 feet;

THENCE in a northerly direction, along said curve for an arc distance of 392.02 feet to a ½ inch iron rod set for corner;

THENCE North 06°11'24" West for a distance of 28.75 feet to a ½ inch iron rod set for corner;

THENCE North 87°47'14" West for a distance of 335.85 feet to a ½ inch iron

EXHIBIT A (continued)

rod set for corner;

THENCE South $01^{\circ}29'51''$ West for a distance of 349.33 feet to a $\frac{1}{2}$ inch iron rod set for corner;

THENCE North $88^{\circ}30'09''$ West for a distance of 1,635.57 feet to a 1 inch iron rod set in the southernmost southwest line of said Leman Development, Ltd. tract and being in a northeast line of a tract of land conveyed to S.H. Boren by deed recorded in Volume 170, Page 336, Deed Records of Kaufman County, Texas and being in the southwest line of said J. Heath Survey;

THENCE North $45^{\circ}08'31''$ West, along the southwest line of said J. Heath Survey, with the northeast line of said Boren tract and the southwest line of said Leman Development, Ltd. tract and along an existing fence for a distance of 1,155.49 feet to a $1\frac{1}{2}$ inch iron bar found for corner, said point being the westernmost northwest corner of said J. Heath Survey and in a southeast line of said S. Smith Survey;

THENCE South $44^{\circ}49'04''$ West, with the easternmost northwest line of said Boren tract and the westernmost southeast line of said Leman Development, Ltd. tract and along an existing fence and tree line for a distance of 1,442.65 feet to a $1\frac{1}{2}$ inch iron pipe found for the westernmost southwest corner of said Albite tract;

THENCE North $45^{\circ}27'06''$ West, with the northernmost northeast line of said Boren tract, and the westernmost southwest line of said Albite tract and along an existing fence and tree line for a distance of 407.20 feet to a 1 inch iron rod set for corner at the beginning of a non-tangent curve to the right, having a central angle of $17^{\circ}21'00''$, a radius of 442.50 feet and a chord bearing and distance of North $06^{\circ}35'45''$ East, 133.49 feet;

THENCE in a northerly direction, departing the northeast line of said Boren tract, and the westernmost southwest line of said Albite tract along said curve for an arc distance 134.00 feet to a $\frac{1}{2}$ inch iron rod set for corner at the beginning of a curve to the left, having a central angle of $21^{\circ}45'16''$, a radius of 357.50 feet and a chord bearing and distance of North $04^{\circ}23'37''$ East, 134.92 feet;

THENCE in a northerly direction, along said curve for an arc distance of 135.74 feet to a $\frac{1}{2}$ inch iron rod set for corner;

THENCE North $83^{\circ}30'59''$ East for a distance of 85.00 feet to a $\frac{1}{2}$ inch iron rod set for corner; at the beginning of a non-tangent curve to the left, having a central angle of $24^{\circ}44'42''$, a radius of 442.50 feet and a chord bearing and distance of North $18^{\circ}51'21''$ West, 189.63 feet;

EXHIBIT A (continued)

THENCE in a northerly direction, along said curve for an arc distance of 191.11 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right, having a central angle of 54°14'34", a radius of 387.50 feet and a chord bearing and distance of North 04°06'25" West, 353.31 feet;

THENCE in a northerly direction, along said curve for an arc distance of 366.85 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left, having a central angle of 46°38'38", a radius of 392.50 feet and a chord bearing and distance of North 00°18'27" West, 310.78 feet;

THENCE in a northerly direction, along said curve for an arc distance of 319.53 feet to a ½ inch iron rod set for corner;

THENCE North 23°37'46" West for a distance of 639.75 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right, having a central angle of 15°52'04", a radius of 707.50 feet and a chord bearing and distance of North 15°41'44" West, 195.31 feet;

THENCE in a northerly direction, along said curve for an arc distance of 195.94 feet to a ½ inch iron rod set for corner;

THENCE North 07°45'42" West for a distance of 292.43 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left, having a central angle of 18°25'50", a radius of 742.50 feet and a chord bearing and distance of North 16°58'37" West, 237.81 feet;

THENCE in a northerly direction, along said curve for an arc distance of 238.84 feet to a ½ inch iron rod set for corner;

THENCE North 26°11'32" West for a distance of 43.14 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right, having a central angle of 31°27'38", a radius of 457.50 feet and a chord bearing and distance of North 10°27'43" West, 248.06 feet;

THENCE in a northerly direction, along said curve for an arc distance of 251.21 feet to a ½ inch iron rod set for corner;

THENCE North 05°16'06" East for a distance of 337.72 feet to a ½ inch iron rod set for corner;

THENCE South 87°13'03" East for a distance of 401.92 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left, having a central angle of 10°39'31", a radius of 1,060.00 feet and a chord bearing and distance of North 87°27'11" East, 196.90 feet;

THENCE in an easterly direction, along said curve for an arc distance of 197.19

EXHIBIT A (continued)

feet to a ½ inch iron rod set for corner;

THENCE North 82°07'26" East for a distance of 323.48 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right, having a central angle of 37°10'12", a radius of 910.00 feet and a chord bearing and distance of South 79°17'28" East, 580.05;

THENCE in an easterly direction, along said curve for an arc distance of 590.35 feet to a ½ inch iron rod set for corner;

THENCE North 60°42'22" East for a distance of 361.39 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left, having a central angle of 16°01'48", a radius of 1,680.00 feet and a chord bearing and distance of South 68°43'16" East, 468.49 feet;

THENCE in an easterly direction, along said curve for an arc distance of 470.02 feet to a ½ inch iron rod set for corner;

THENCE South 76°44'10" East for a distance of 999.07 feet to a ½ inch iron rod set for corner

THENCE South 09°09'12" West for a distance of 119.38 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left, having a central angle of 66°08'08", a radius of 760.00 feet and a chord bearing and distance of South 23°54'52" East, 829.36 feet;

THENCE in a southeasterly direction, along said curve for an arc distance of 877.25 feet to a ½ inch iron rod set for corner;

THENCE South 56°58'56" East for a distance of 652.69 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right, having a central angle of 50°47'32", a radius of 965.00 feet and a chord bearing and distance of South 31°35'10" East, 827.73;

THENCE in a southeasterly direction, along said curve for an arc distance of 855.47 feet to a ½ inch iron rod set for corner;

THENCE South 06°11'24" East for a distance of 111.81 feet to a ½ inch iron rod set for corner;

THENCE North 83°48'36" East for a distance of 120.00 feet to a ½ inch iron rod set for corner;

THENCE South 06°11'24" East for a distance of 144.67 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right, having a central angle of 23°53'42", a radius of 1,060.00 feet and a chord bearing and distance of South

EXHIBIT A (continued)

05°45'27" West, 438.87 feet;

THENCE in a southerly direction, along said curve for an arc distance of 442.07 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left, having a central angle of 16°36'42", a radius of 940.00 feet and a chord bearing and distance of South 09°23'57" West, 271.58 feet;

THENCE in a southerly direction, along said curve for an arc distance of 272.53 feet to a ½ inch iron rod set for corner;

THENCE South 01°05'36" West for a distance of 26.04 feet to the POINT OF BEGINNING and containing 9,614,219 square feet or 220.712 acres of land, more or less.

EXHIBIT A (continued)

Tract 3:
Legal Description

BEING a tract or parcel of land situated in the S. Smith Survey, Abstract No 450, Kaufman County Texas and being part of that tract of land described in a Warranty Deed from Kaufman Land Partners, Ltd. to Leman Development, Ltd. as recorded in Volume 2034, Page 419 of the Official Public Records of Kaufman County, Texas, and being part of that tract of land described in a Warranty Deed from Albite of Texas, Inc. to Kaufman Land Partners, Ltd. as recorded in Volume 1973, Page 552 of the Official Public Records of Kaufman County, Texas, and being more particularly described as follows:

COMMENCING at a ½ inch iron rod with 2 inch aluminum cap stamped "USA INC. R.O.W. MON." found for corner at the intersection of the South line of a tract of land described in a Deed from Kaufman Land Partners, Ltd. to Kaufman County Development District No. 1 as recorded in Volume _____, Page _____ of the Official Public Records of Kaufman County, Texas (hereinafter called "Reeder Road") with the West line of a tract of land described in a Deed from Kaufman County Land Partners, Ltd. to Kaufman County Development District No. 1 as recorded in Volume _____, Page _____ of the Official Public Records of Kaufman County, Texas (hereinafter called "Iron Gate Boulevard");

THENCE North 42 degrees 07 minutes 57 seconds East for a distance of 135.15 feet to a ½ inch iron rod with red plastic cap stamped "USA INC PROP. COR." set (hereinafter called ½ inch iron rod set) for corner in the North line of the above cited Reeder Road at the POINT OF BEGINNING of the herein described tract;

THENCE South 89 degrees 51 minutes 18 seconds West with the North line of said Reeder Road for a distance of 1,031.35 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 165.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 96.35 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 110.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 50.00 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 160.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 10.00 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 110.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 29.28 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 160.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 50.72 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 270.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 70.00 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 270.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 52.33 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 270.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 34.24 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 110.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 25.00 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 270.00 feet to a ½ inch iron rod set for corner;

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 41.73 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 160.00 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE North 89 degrees 51 minutes 18 seconds East for a distance of 26.61 feet to a ½ inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 176.69 feet to a ½ inch iron rod set for corner;

THENCE North 01 degrees 24 minutes 20 seconds East for a distance of 47.89 feet to a ½ inch iron rod set for corner;

THENCE North 04 degrees 44 minutes 46 seconds East for a distance of 63.79 feet to a ½ inch iron rod set for corner;

THENCE North 08 degrees 35 minutes 34 seconds East for a distance of 93.11 feet to a ½ inch iron rod set for corner;

THENCE North 86 degrees 33 minutes 16 seconds East for a distance of 88.04 feet to a ½ inch iron rod set for corner at the beginning of a non-tangent curve to the right having a central angle of 192 degrees 25 minutes 18 seconds, a radius of 50.00 feet and a chord bearing and distance of South 87 degrees 14 minutes 05 seconds East, 99.41 feet;

THENCE in an Easterly direction with said curve for an arc distance of 167.92 feet to a ½ inch iron rod set for corner;

THENCE South 81 degrees 01 minutes 26 seconds East for a distance of 110.00 feet to a ½ inch iron rod set for corner;

THENCE South 11 degrees 00 minutes 21 seconds West for a distance of 49.88 feet to a ½ inch iron rod set for corner;

THENCE South 58 degrees 00 minutes 18 seconds East for a distance of 114.23 feet to a ½ inch iron rod set for corner at the beginning of a non-tangent curve to the right having a central angle of 195 degrees 21 minutes 42 seconds, a radius of 50.00 feet and a chord bearing and distance of South 47 degrees 21 minutes 05 seconds East, 99.10 feet;

THENCE in a Southeasterly direction with said curve for an arc distance of 170.49 feet to a ½ inch iron rod set for corner;

THENCE South 69 degrees 40 minutes 43 seconds East for a distance of 86.97 feet to a ½ inch iron rod set for corner;

THENCE South 00 degrees 08 minutes 42 seconds East for a distance of 90.69 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE South 42 degrees 31 minutes 49 seconds East for a distance of 102.20 feet to a ½ inch iron rod set for corner;

THENCE South 05 degrees 05 minutes 34 seconds East for a distance of 102.09 feet to a ½ inch iron rod set for corner at the beginning of a non-tangent curve to the left having a central angle of 06 degrees 40 minutes 48 seconds, a radius of 1,627.50 feet and a chord bearing and distance of South 24 degrees 31 minutes 09 seconds West, 189.64 feet;

THENCE in a Southerly direction with said curve for an arc distance of 189.75 feet to a ½ inch iron rod set for corner;

THENCE South 68 degrees 49 minutes 15 seconds East for a distance of 100.00 feet to a ½ inch iron rod set for corner at the beginning of a non-tangent curve to the right having a central angle of 21 degrees 03 minutes 07 seconds, a radius of 1,527.50 feet and a chord bearing and distance of North 31 degrees 42 minutes 19 seconds East, 558.09 feet;

THENCE in a Northerly direction with said curve for an arc distance of 561.24 feet to a ½ inch iron rod set for corner;

THENCE South 68 degrees 48 minutes 31 seconds East for a distance of 182.61 feet to a ½ inch iron rod set for corner;

THENCE South 24 degrees 10 minutes 24 seconds East for a distance of 178.43 feet to a ½ inch iron rod set for corner;

THENCE South 35 degrees 52 minutes 19 seconds West for a distance of 253.28 feet to a ½ inch iron rod set for corner;

THENCE South 81 degrees 27 minutes 54 seconds East for a distance of 89.91 feet to a ½ inch iron rod set for corner;

THENCE South 75 degrees 44 minutes 20 seconds East for a distance of 89.91 feet to a ½ inch iron rod set for corner;

THENCE South 70 degrees 00 minutes 46 seconds East for a distance of 89.91 feet to a ½ inch iron rod set for corner;

THENCE South 64 degrees 17 minutes 12 seconds East for a distance of 89.91 feet to a ½ inch iron rod set for corner;

THENCE South 58 degrees 33 minutes 38 seconds East for a distance of 89.91 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE South 54 degrees 14 minutes 47 seconds East for a distance of 83.54 feet to a ½ inch iron rod set for corner;

THENCE South 54 degrees 14 minutes 47 seconds East for a distance of 20.01 feet to a ½ inch iron rod set for corner;

THENCE South 60 degrees 42 minutes 44 seconds East for a distance of 76.37 feet to a ½ inch iron rod set for corner;

THENCE South 67 degrees 57 minutes 59 seconds East for a distance of 76.76 feet to a ½ inch iron rod set for corner;

THENCE South 72 degrees 33 minutes 47 seconds East for a distance of 159.58 feet to a ½ inch iron rod set for corner;

THENCE South 72 degrees 35 minutes 36 seconds East for a distance of 320.00 feet to a ½ inch iron rod set for corner;

THENCE South 17 degrees 24 minutes 24 seconds West for a distance of 125.00 feet to a ½ inch iron rod set for corner;

THENCE South 72 degrees 35 minutes 36 seconds East for a distance of 25.47 feet to a ½ inch iron rod set for corner at the beginning of a non-tangent curve to the right having a central angle of 106 degrees 59 minutes 35 seconds, a radius of 50.00 feet and a chord bearing and distance of South 55 degrees 58 minutes 00 seconds East, 80.38 feet;

THENCE in a Southeasterly direction with said curve for an arc distance of 93.37 feet to a ½ inch iron rod set for corner;

THENCE South 72 degrees 35 minutes 36 seconds East for a distance of 142.98 feet to a ½ inch iron rod set for corner;

THENCE South 17 degrees 24 minutes 24 seconds West for a distance of 152.00 feet to a ½ inch iron rod set for corner;

THENCE South 72 degrees 35 minutes 36 seconds East for a distance of 189.92 feet to a ½ inch iron rod set for corner;

THENCE South 39 degrees 19 minutes 26 seconds East for a distance of 288.56 feet to a ½ inch iron rod set for corner;

THENCE South 29 degrees 40 minutes 07 seconds East for a distance of 95.89 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE South 21 degrees 27 minutes 04 seconds East for a distance of 95.75 feet to a ½ inch iron rod set for corner;

THENCE South 12 degrees 17 minutes 51 seconds East for a distance of 95.75 feet to a ½ inch iron rod set for corner;

THENCE South 03 degrees 08 minutes 38 seconds East for a distance of 95.75 feet to a ½ inch iron rod set for corner;

THENCE South 07 degrees 36 minutes 33 seconds West for a distance of 95.58 feet to a ½ inch iron rod set for corner at the beginning of a non-tangent curve to the left having a central angle of 35 degrees 50 minutes 00 seconds, a radius of 1260.00 feet and a chord bearing and distance of South 01 degrees 11 minutes 34 seconds East, 775.24 feet;

THENCE in a Southerly direction with said curve for an arc distance of 788.02 feet to ½ inch iron rod found for corner at the beginning of a non-tangent curve to the right having a central angle of 42 degrees 05 minutes 47 seconds, a radius of 957.50 feet and a chord bearing and distance of North 86 degrees 31 minutes 54 seconds West, 687.78 feet;

THENCE in a Westerly direction with said curve for an arc distance of 703.50 feet to a ½ inch iron rod found for corner at the beginning of a curve to the left having a central angle of 10 degrees 29 minutes 29 seconds, a radius of 5280.00 feet and a chord bearing and distance of North 70 degrees 43 minutes 45 seconds West, 965.48 feet;

THENCE in a Northwesterly direction with said curve for an arc distance of 966.83 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right having a central angle of 15 degrees 20 minutes 47 seconds, a radius of 617.50 feet and a chord bearing and distance of North 68 degrees 18 minutes 06 seconds West, 164.90 feet;

THENCE in a Westerly direction with the North line of said Reeder Road and with said curve for an arc distance of 165.39 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left having a central angle of 29 degrees 31 minutes 00 seconds, a radius of 702.50 feet and a chord bearing and distance of North 75 degrees 23 minutes 13 seconds West, 357.91 feet;

THENCE in a Northwesterly direction with the North line of said Reeder Road and with said curve for an arc distance of 361.90 feet to a ½ inch iron rod set for corner;

THENCE South 89 degrees 51 minutes 18 seconds West, with the North line of said Reeder Road for a distance of 108.75 feet to a point for corner;

THENCE North 00 degrees 08 minutes 42 seconds West for a distance of 7.50 feet to the POINT OF BEGINNING and containing 130.765 acres of land.

EXHIBIT A (continued)

Tract 4:
Legal Description

WINDMILL FARMS "PHASE 3A" (79.12 ACRES)

"Phase 3A" Tract One

BEING a tract or parcel of land situated in the S. Smith Survey, Abstract No 450 and being part of that tract of land conveyed from Kaufman Land Partners, Ltd. to Leman Development by deed recorded in Volume 2034, Page 419, Official Public Records of Kaufman County, Texas and also being a part of tracts "A" and "D" of Volume 1310, Page 0439, Deed Records of Kaufman County, Texas and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with red plastic cap stamped "USA INC PROP COR" found (hereinafter called ½ inch iron rod found) at the intersection of the North line of Reeder Road (100' right-of-way) dedicated in Volume 2090, Page 590, Official Public Records of Kaufman County, Texas with the West line of Honeysuckle Way (85' right-of-way) as dedicated by the plat of Windmill Farms Phase 2A - Section 1, an addition to Kaufman County, Texas as recorded in Cabinet 2, Slide 518, Plat Records of Kaufman County, Texas;

THENCE South 89 degrees 51 minutes 18 seconds West with the North line of said Reeder Road for a distance of 166.05 feet to a ½ inch iron rod with 2 inch aluminum cap stamped "USA INC. R.O.W. MON." found for corner at the beginning of a curve to the left having a central angle of 35 degrees 11 minutes 43 seconds, a radius of 1150.00 feet and a chord bearing and distance of South 72 degrees 15 minutes 26 seconds West, 695.36 feet;

THENCE in a Southwesterly direction with said curve for an arc distance of 706.41 feet to a ½ inch iron rod set for corner;

THENCE North 45 degrees 27 minutes 50 seconds West with a Southwest line of said Leman Dev. tract for a distance of 858.95 feet to a ½ inch iron rod found for corner, said point being the Southerly corner of called 3.06 acre tract of land described as a Water Well, Sanitary and Access Control Easement by Volume 1553, Page 0138, Deed Records of Kaufman County, Texas;

THENCE North 45 degrees 41 minutes 04 seconds East with the Southeast line of said easement for a distance of 365.08 feet to a ½ inch iron rod found for corner;

THENCE North 45 degrees 28 minutes 42 seconds West with the Northeast line of said easement for a distance of 365.08 feet to a ½ inch iron rod found for corner a Northwest line of said Leman Dev. tract;

THENCE North 45 degrees 41 minutes 04 seconds East with the Northwest line of said Leman Dev. tract for a distance of 465.57 feet to a ½ inch iron pipe found for corner;

THENCE North 44 degrees 52 minutes 51 seconds West with a Southwest line of said Leman Dev. tract for a distance of 237.65 feet to a ½ inch iron rod with red plastic cap stamped "USA INC PROP COR" set (hereinafter called ½ inch iron rod set) for corner;

EXHIBIT A (continued)

THENCE North 45 degrees 48 minutes 04 seconds East with the Northwest line of said Leman Dev. tract for a distance of 884.35 feet to a ½ inch iron rod set for corner;

THENCE South 45 degrees 04 minutes 05 seconds East with the Northeast line of said Leman Development tract for a distance of 1333.30 feet to a ½ inch iron rod set for corner in the West line of Windmill Farms Phase 2A - Section 1, an addition to Kaufman County, Texas as recorded in Cabinet 2, Slide 518, Plat Records of Kaufman County, Texas;

THENCE in a Southerly direction with the West line of said Windmill Farms Phase 2A - Section 1 for the following calls and distances:

South 00 degrees 08 minutes 42 seconds East for a distance of 93.87 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 70.00 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 270.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 50.72 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 160.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 29.28 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 110.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 10.00 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 160.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 50.00 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 110.00 feet to a ½ inch iron rod found for corner;

THENCE South 89 degrees 51 minutes 18 seconds West for a distance of 96.35 feet to a ½ inch iron rod found for corner;

EXHIBIT A (continued)

THENCE South 00 degrees 08 minutes 42 seconds East for a distance of 165.00 feet to the POINT OF BEGINNING and containing 56.031 acres of land.

"Phase 3A" Tract Two

BEING a tract or parcel of land situated in the S. Smith Survey, Abstract No 450 and being part of that tract of land conveyed from Albite of Texas, Inc. to Kaufman Land Partners, Ltd. by deed recorded in Volume 1973, Page 552, Official Public Records of Kaufman County, Texas and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with red plastic cap stamped "USA INC PROP COR" set (hereinafter called ½ inch iron rod set) in the West line of Windmill Farms Phase 2A - Section 2, an addition to Kaufman County, Texas as recorded in Cabinet 2, Slide 529, Plat Records of Kaufman County, Texas and being on the North line of a tract of land conveyed from Kaufman Land Partners, Ltd. to Leman Development, Ltd. by deed recorded in Volume 2034, Page 419, Official Public Records of Kaufman County, Texas, from which a ½ inch iron rod found in the North line of Gardenia Drive bears South 00 degrees 08 minutes 42 seconds East a distance of 93.87 feet;

THENCE North 45 degrees 04 minutes 05 seconds West with the Northeast line of said Leman Dev. tract for a distance of 1333.30 feet to a ½ inch iron rod set for corner in the Northwest line of said Kaufman Land Partners tract;

THENCE North 45 degrees 46 minutes 04 seconds East with the Northwest line of said Kaufman Land Partners tract for a distance of 1047.88 feet to a ½ inch iron rod set for corner;

THENCE South 45 degrees 28 minutes 08 seconds East departing the Northwest line of said Kaufman Land Partners tract for a distance of 298.20 feet to a ½ inch iron rod set for corner;

THENCE South 68 degrees 35 minutes 04 seconds East for a distance of 135.02 feet to a ½ inch iron rod set for corner;

THENCE North 86 degrees 33 minutes 16 seconds East for a distance of 186.83 feet to a ½ inch iron rod set for corner in the North line of Misty Hollow Court, a 50' right of way dedicated by said Windmill Farms Phase 2A - Section 2, and being at the beginning of a non-tangent curve to the left having a central angle of 90 degrees, a radius of 50.00 feet and a chord bearing and distance of South 41 degrees 33 minutes 16 seconds West, 70.71 feet;

THENCE in a Southwesterly direction with said curve for an arc distance of 78.54 feet to a ½ inch iron rod with red plastic cap stamped "USA INC PROP COR" found (hereinafter called ½ inch iron rod found) for corner;

THENCE South 86 degrees 33 minutes 16 seconds West with the North line of said Windmill Farms Phase 2A - Section 2 for a distance of 88.04 feet to a ½ inch iron rod found for corner;

THENCE in a Southerly direction with the West line of said Windmill Farms Phase 2A - Section 2 for the following calls and distances:

EXHIBIT A (continued)

South 08 degrees 35 minutes 34 seconds West for a distance of 93.11 feet to a ½ inch iron rod found for corner;

South 04 degrees 44 minutes 46 seconds West for a distance of 63.79 feet to a ½ inch iron rod found for corner;

South 01 degrees 24 minutes 20 seconds West for a distance of 47.89 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 176.69 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 26.61 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 160.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 41.73 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 270.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 25.00 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 110.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 34.24 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 270.00 feet to a ½ inch iron rod found for corner;

South 89 degrees 51 minutes 18 seconds West for a distance of 52.33 feet to a ½ inch iron rod found for corner;

South 00 degrees 08 minutes 42 seconds East for a distance of 176.13 feet to the POINT OF BEGINNING and containing 23.089 acres of land.

EXHIBIT A (continued)

Tract 5:
Legal Description

WINDMILL FARMS "PHASE 3C" (90.0 ACRES)

BEING a tract or parcel of land situated in the S. Smith Survey, Abstract No 450, Kaufman County Texas and being part of that tract of land described in a Warranty Deed from Kaufman Land Partners, Ltd. to Leman Development, Ltd. as recorded in Volume 2034, Page 419 of the Official Public Records of Kaufman County, Texas, and being part of that tract of land described in a Warranty Deed from Albite of Texas, Inc. to Leman Development, Ltd. as recorded in Volume 1323, Page 281 of the Official Public Records of Kaufman County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with 2 inch aluminum cap stamped "USA INC. R.O.W. MON." found for corner at the intersection of the North line of a tract of land described in a Deed from Kaufman Land Partners, Ltd. to Kaufman County Development District No. 1 as recorded in Volume 2311, Page 235 of the Official Public Records of Kaufman County, Texas (hereinafter called Concord Drive) with the West line of a tract of land described in a Deed from Kaufman County Land Partners, Ltd. to Kaufman County Development District No. 1 as recorded in Volume 2090 Page 586 of the Official Public Records of Kaufman County, Texas (hereinafter called Iron Gate Boulevard);

THENCE with the North line of said Concord Drive the following calls and distances;

South 64 degrees 22 minutes 03 seconds West for a distance of 54.86 feet to a 1/2 inch iron rod with plastic cap stamped "USA INC PROP. COR." set (hereinafter called a 1/2 inch iron rod set) for corner at the beginning of a curve to the right;

THENCE in a Southwesterly direction, along said curve to the right having a central angle of 32 degrees 13 minutes 14 seconds, a radius of 487.50 feet, a chord bearing of South 80 degrees 28 minutes 40 seconds West, a chord distance of 270.55 feet and an arc distance of 274.15 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 52 degrees 02 minutes 24 seconds, a radius of 572.50 feet, a chord bearing of South 70 degrees 34 minutes 06 seconds West, a chord distance of 502.29 feet and an arc distance of 519.98 feet to a 1/2 inch iron rod set for corner;

SOUTH 44 degrees 32 minutes 54 seconds West for a distance of 285.13 feet to a 1/2 inch iron rod set for corner in the Southwest line of said Leman Dev. tract and the Northeast line of that tract of land conveyed to Prosper Capital Management, L.P. by deed recorded in Volume 1994, Page 0016, Official Public Records of Kaufman County, Texas;

THENCE North 45 degrees 27 minutes 06 seconds West with the Northeast line of said Prosper Capital Management tract, for a distance of 3551.65 feet to a 1/2 inch iron rod with 2 inch aluminum cap stamped "USA INC. R.O.W. MON." found for corner in the Southerly right of way line of Reeder Road a (100' right of way);

THENCE North 44 degrees 59 minutes 14 seconds East along the Southeast line of said Reeder Road, for a distance of 250.53 feet to a 1/2 inch iron rod set for corner;

EXHIBIT A (continued)

THENCE South 81 degrees 33 minutes 40 seconds East for a distance of 136.45 feet to a 1/2 inch iron rod set for corner;

THENCE North 55 degrees 51 minutes 52 seconds East for a distance of 138.10 feet to a 1/2 inch iron rod set for corner;

THENCE South 83 degrees 43 minutes 42 seconds East for a distance of 1060.89 feet to a 1/2 inch iron rod set for corner;

THENCE South 84 degrees 39 minutes 58 seconds East for a distance of 306.53 feet to a 1/2 inch iron rod set for corner;

THENCE South 43 degrees 45 minutes 40 seconds West a distance of 993.15 feet to a 1/2 inch iron rod set for corner;

THENCE South 80 degrees 47 minutes 20 seconds East a distance of 59.46 feet to a 1/2 inch iron rod set for corner;

THENCE South 01 degrees 29 minutes 54 seconds West a distance of 120.00 feet to a 1/2 inch iron rod set for corner said point being the beginning of a curve to the left;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 21 degrees 39 minutes 09 seconds, a radius of 375.00 feet, a chord bearing of North 80 degrees 40 minutes 19 seconds East, a chord distance of 140.87 feet and an arc distance of 141.72 feet to a 1/2 inch iron rod set for corner;

THENCE North 69 degrees 50 minutes 44 seconds East a distance of 262.36 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction along said curve to the right a having a central angle of 38 degrees 37 minutes 29 seconds, a radius of 615.00 feet, a chord bearing of North 89 degrees 09 minutes 29 seconds West, a chord distance of 406.78 feet and an arc length of 414.59 feet to a 1/2 inch iron rod set for corner;

THENCE South 71 degrees 31 minutes 47 seconds East a distance of 83.77 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 27 degrees 11 minutes 46 seconds, a radius of 475.00 feet, a chord bearing of South 85 degrees 07 minutes 40 seconds East, a chord distance of 223.35 feet and an arc distance of 225.46 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Southeasterly direction along said curve to the right having a central angle of 28 degrees 00 minutes 48 seconds, a radius of 1775.00 feet, a chord bearing of South 84 degrees 43 minutes 09 seconds East, a chord distance of 859.22 feet and a arc distance of 867.84 feet to a 1/2 inch iron rod set for corner at the beginning of a non-tangent curve to the right;

EXHIBIT A (continued)

THENCE in a Southeasterly direction along said curve to the right having a central angle of 59 degrees 09 minutes 34 seconds, a radius of 50.00 feet, a chord bearing of South 77 degrees 30 minutes 56 seconds East, a chord distance of 49.36 feet and an arc distance of 51.63 feet to a 1/2 inch iron rod set for corner;

THENCE North 42 degrees 03 minutes 51 seconds East a distance of 46.64 feet to a 1/2 inch iron rod set for corner;

THENCE North 87 degrees 54 minutes 03 seconds East a distance of 96.23 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 41 minutes 03 seconds West a distance of 285.92 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 14 degrees 21 minutes 41 seconds, a radius of 1067.50 feet, a chord bearing of South 06 degrees 29 minutes 47 seconds East, a chord distance of 266.88 feet and an arc distance of 267.57 feet to a 1/2 inch iron rod set for corner;

THENCE South 13 degrees 40 minutes 38 seconds East a distance of 9.83 feet to a 1/2 inch iron rod set for corner;

THENCE North 76 degrees 19 minutes 22 seconds East for a distance of 25.00 feet to a 1/2 inch iron rod set for corner in the West right-of-way line of Iron Gate Boulevard;

THENCE South 13 degrees 40 minutes 38 seconds East with the Westerly right-of-way of said Iron Gate Boulevard for a distance of 732.62 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 03 degrees 53 minutes 17 seconds, a radius of 792.50 feet, a chord bearing of South 15 degrees 37 minutes 17 seconds East, a chord distance of 53.77 feet and an arc distance of 53.78 feet to the POINT OF BEGINNING and containing 90.00 acres of land.

EXHIBIT A (continued)

Tract 6:
Legal Description

WINDMILL FARMS PHASE 3 - MODEL PARK

BEING a tract or parcel of land situated in the S. Smith Survey, Abstract No 450 in Kaufman County, Texas and being part of a called 352.2896 acre tract of land described in a Deed to Lemar Development, Ltd., as recorded in Volume 2034, Page 419 of the Official Public Records of Kaufman County, Texas, and being more particularly described as follows:

COMMENCING at a ½ inch iron rod with 2 inch aluminum cap stamped "USA INC. ROW MON." found for corner at the intersection of the Southerly line of Reeder Road (100' right-of-way described in Volume 2090, Page 590 of the Official Public Records of Kaufman County, Texas), with the Easterly line of Iron Gate Boulevard (85' right-of-way described in Volume 2090, Page 586 of the Official Public Records of Kaufman County, Texas);

THENCE in a Southeasterly direction, along the Northeasterly line of said Iron Gate Boulevard, and along a curve to the left having a central angle of 52 degrees 43 minutes 28 seconds, a radius of 707.50 feet, a chord bearing of South 31 degrees 10 minutes 08 seconds East, a chord distance of 628.32 feet and an arc length of 651.05 feet to a ½ inch iron rod with 2 inch aluminum cap stamped "USA INC. ROW MON." found for corner at the beginning of a reverse curve to the right;

THENCE in a Southeasterly direction, along the Northeasterly line of said Iron Gate Boulevard, and along said curve to the right having a central angle of 19 degrees 21 minutes 11 seconds, a radius of 942.50 feet, a chord bearing of South 47 degrees 51 minutes 17 seconds East, a chord distance of 316.84 feet and an arc length of 318.35 feet to a ½ inch iron rod with plastic cap stamped "USA INC. PROP. COR." set (hereinafter called ½ inch iron rod set) for corner at the **POINT OF BEGINNING**, for the herein described tract;

THENCE North 49 degrees 14 minutes 14 seconds East for a distance of 120.96 feet to a ½ inch iron rod set for corner;

THENCE North 39 degrees 18 minutes 40 seconds East for a distance of 101.52 feet to a ½ inch iron rod set for corner;

THENCE North 49 degrees 14 minutes 14 seconds East for a distance of 20.17 feet to a ½ inch iron rod set for corner at the beginning of a curve to the left;

THENCE in an Northeasterly direction, along said curve to the left having a central angle of 20 degrees 50 minutes 10 seconds, a radius of 525.00 feet, a chord bearing North 38 degrees 49 minutes 10 seconds East, a chord distance of 189.87 feet and an arc length of 190.92 feet to a ½ inch iron rod set for corner;

THENCE North 32 degrees 46 minutes 43 seconds East for a distance of 102.36 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE North 17 degrees 33 minutes 26 seconds East for a distance of 102.44 feet to a ½ inch iron rod set for corner in the Southerly line of the above cited Reeder Road;

THENCE in an Southeasterly direction, along the Southerly line of said Reeder Road, and along a non-tangent curve to the right having a central angle of 04 degrees 38 minutes 03 seconds, a radius of 5180.00 feet, a chord bearing of South 69 degrees 39 minutes 20 seconds East, a chord distance of 418.85 feet and an arc length of 418.96 feet to a ½" iron rod set for corner;

THENCE South 25 degrees 24 minutes 09 minutes West departing the South line of said Reeder Road, for a distance of 222.89 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right;

THENCE in an Southwesterly direction, along said curve to the right having a central angle of 14 degrees 13 minutes 13 seconds, a radius of 1145.00 feet, a chord bearing South 32 degrees 30 minutes 46 seconds West, a chord distance of 283.45 feet and an arc length of 284.18 feet to a ½ inch iron rod set for corner;

THENCE South 39 degrees 37 minutes 22 seconds West for a distance of 103.70 feet to a ½ inch iron rod set for corner;

THENCE South 83 degrees 19 minutes 16 seconds East for a distance of 36.13 feet to a ½ inch iron rod set for corner;

THENCE South 06 degrees 40 minutes 44 seconds West for a distance of 175.00 feet to a ½ inch iron rod set for corner;

THENCE North 83 degrees 19 minutes 16 seconds West for a distance of 312.98 feet to a ½ inch iron rod set for corner, said point being in the Northeasterly line of the above cited Iron Gate Boulevard;

THENCE in a Northwesterly direction, along the Northeasterly line of said Iron Gate Boulevard, and along a non-tangent curve to the left having a central angle of 21 degrees 03 minutes 29 seconds, a radius of 942.50 feet, a chord bearing North 27 degrees 38 minutes 57 seconds West, a chord distance of 344.45 feet and an arc length of 346.40 feet to the **POINT OF BEGINNING** and containing 7.94 acres of land.

EXHIBIT A (continued)

Tract 7:

Legal Description

All that certain lot, tract or parcel of land situated in the S. SMITH SURVEY, ABSTRACT NO. 450, the J. B. DAVENPORT SURVEY, ABSTRACT NO. 132, the D. HARRIS SURVEY, ABSTRACT NO. 199, the J. B. WHITE SURVEY, ABSTRACT NO. 580, the W. BOLES SURVEY, ABSTRACT NO. 55, the L. PEARCE SURVEY, ABSTRACT NO. 373 and the J. HEATH SURVEY, ABSTRACT NO. 227, KAUFMAN County, Texas, and being part of that tract of land described in a Deed to Kaufman Land Partners, Ltd., as recorded in Volume 1973, Page 552 of the Official Public Records of KAUFMAN County, Texas, and being part of a called 1114.15 acre tract of land described in a Deed to Kaufman Land Partners, Ltd., as recorded in Volume 1973, Page 568 of the Official Public Records of KAUFMAN County, Texas, and also being all of a called 23.14 acre tract of land described in a Deed to Kaufman Land Partners, Ltd., as recorded in Volume 2504, Page 233 of the Official Public Records of KAUFMAN County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with plastic cap stamped "USA INC. PROP. COR." set (herein called a ½ inch iron rod set) for corner in the North line of U. S. Highway No. 80 (300 foot right-of-way), said point being the most Southerly Southwest corner of the above cited 1114.15 acre tract of land, said point also being the Southeast corner of a tract of land conveyed to Lemar Development, Ltd., per Deed recorded in Volume 1323, Page 281 of the Deed Records of KAUFMAN County, Texas;

THENCE North 33 degrees 06 minutes 43 seconds West departing the North line of said highway, and along the Westerly line of said 1114.15 acre tract and the Easterly line of said Lemar Development tract, for a distance of 1034.43 feet to a ½ inch iron rod set for corner, said point being the most Southerly Southeast corner of the above cited 23.14 acre tract;

THENCE North 44 degrees 04 minutes 13 seconds West along the Southerly line of said 23.14 acre tract, for a distance of 15.44 feet to a ½ inch iron rod set for corner;

THENCE South 83 degrees 48 minutes 36 seconds West along the Southerly line of said 23.14 acre tract, for a distance of 387.97 feet to a ½ inch iron rod set for corner in the Easterly line of Windmill Farms Boulevard (120 foot right-of-way per the plat of Windmill Farms Phase 1A, 1B and 1C, as recorded in Cabinet 2, Page 213 of the Plat Records of KAUFMAN County, Texas), said point also being the most Southerly Southwest corner of said 23.14 acre tract;

THENCE North 06 degrees 11 minutes 24 seconds West along the Easterly line of said Windmill Farms Boulevard, passing the platted North line of same at a distance of 66.38 feet, and continuing along the Easterly line of Windmill Farms Boulevard (120 foot right-of-way per Volume 2692, Page 620 of the Official Public Records of KAUFMAN County, Texas), for a total distance of 178.19 feet to a ½ inch iron rod set for corner at the

EXHIBIT A (continued)

beginning of a curve to the left;

THENCE in a Northwesterly direction, along the Easterly line of said Windmill Farms Boulevard, and along said curve to the left having a central angle of 50 degrees 47 minutes 32 seconds, a radius of 1085.00 feet, a chord bearing of North 31 degrees 35 minutes 10 seconds West, a chord length of 930.66 feet and an arc length of 961.84 feet to a ½ inch iron rod set for corner;

THENCE North 56 degrees 58 minutes 56 seconds West along the Northeasterly line of said Windmill Farms Boulevard, for a distance of 652.69 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northwesterly direction, along the Easterly line of said Windmill Farms Boulevard, and along said curve to the right having a central angle of 38 degrees 18 minutes 56 seconds, a radius of 640.00 feet, a chord bearing of North 37 degrees 49 minutes 28 seconds West, a chord distance of 420.06 feet and an arc length of 427.99 feet to a ½ inch iron rod set for corner;

THENCE North 18 degrees 40 minutes 00 seconds West along the Easterly line of said Windmill Farms Boulevard, for a distance of 274.07 feet to a ½ inch iron rod set for corner;

THENCE North 25 degrees 54 minutes 55 seconds East departing the Easterly line of said Windmill Farms Boulevard, for a distance of 532.72 feet to a ½ inch iron rod set for corner, said point being the most Northerly Northwest corner of said 23.14 acre tract;

THENCE North 85 degrees 27 minutes 31 seconds East along the North line of said 23.14 acre tract, for a distance of 254.38 feet to a ½ inch iron rod set for corner at the most Northerly Northeast corner of said 23.14 acre tract;

THENCE North 21 degrees 54 minutes 02 seconds West for a distance of 2.56 feet to a ½ inch iron rod set for corner at the most Easterly Southeast corner of a called 352.2896 acre tract of land conveyed to Leman Development, Ltd., per Deed recorded in Volume 2034, Page 419 of the Official Public Records of KAUFMAN County, Texas;

THENCE North 01 degrees 46 minutes 16 seconds West along the East line of said 352.2896 acre tract, for a distance of 1783.76 feet to a ½ inch iron rod set for corner at the most Easterly Northeast corner of same;

THENCE North 85 degrees 33 minutes 23 seconds West along the North line of said 352.2896 acre tract, for a distance of 1185.10 feet to a ½ inch iron rod set for corner at the most Easterly Southeast corner of a called 200 acre tract of land described in said Deed to Leman Development, Ltd. recorded in Volume 2034, Page 419;

THENCE North 04 degrees 26 minutes 37 seconds East along the Easterly line of said 200 acre tract, for a distance of 937.13 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE North 69 degrees 56 minutes 29 seconds West along the Northerly line of said 200 acre tract, for a distance of 843.87 feet to a 1/2 inch iron rod set for corner at the beginning of a non-tangent curve to the left;

THENCE in a Northeasterly direction, departing the Northerly line of said 200 acre tract, along said curve to the left having a central angle of 05 degrees 16 minutes 30 seconds, a radius of 560.00 feet, a chord bearing of North 11 degrees 30 minutes 02 seconds East, a chord distance of 51.54 feet and an arc length of 51.56 feet to a 1/2 inch iron rod set for corner;

THENCE North 08 degrees 51 minute 47 seconds East for a distance of 321.18 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, along said curve to the right having a central angle of 24 degrees 06 minutes 47 seconds, a radius of 1940.00 feet, a chord bearing of North 20 degrees 55 minute 11 seconds East, a chord distance of 810.45 feet and an arc length of 816.46 to a 1/2 inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, along said curve to the right having a central angle of 17 degrees 21 minutes 29 seconds, a radius of 1162.66 feet, a chord bearing of North 41 degrees 48 minutes 04 seconds East, a chord distance of 350.89 feet and an arc length of 352.23 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction, along said curve to the left having a central angle of 14 degrees 25 minutes 18 seconds, a radius of 1500.00 feet, a chord bearing of North 43 degrees 26 minutes 36 seconds East, a chord distance of 376.56 feet and an arc length of 377.56 to a 1/2 inch iron rod set for corner;

THENCE North 72 degrees 56 minutes 34 seconds West for a distance of 922.54 feet to a 1/2 inch iron rod set for corner;

THENCE North 05 degrees 16 minutes 41 seconds West for a distance of 211.05 feet to a 1/2 inch iron rod set for corner;

THENCE South 44 degrees 46 minutes 45 seconds West for a distance of 614.16 feet to a 1/2 inch iron rod found for corner at the most Westerly Southwest corner of same, said point also being in the center of a dirt road known as County Road No. 218, said point also being at the South corner of a tract of land described in Deed to Forney ISD as recorded in Volume 2348, Page 182 of the Official Public Records of KAUFMAN County, Texas;

THENCE North 44 degrees 45 minutes 46 seconds East along said road, and along the South line of said Forney Independent School District tract, for a distance of 825.80 feet to a 1/2 inch iron rod set for corner at an interior ell corner of same;

THENCE South 45 degrees 20 minutes 09 seconds East along said road, and along the Southwest line of said Forney Independent School District tract, for a distance of 574.19 feet to a 1/2 inch iron rod set for corner at the most Easterly Southwest corner of same;

THENCE North 44 degrees 46 minutes 45 seconds East along said road, and along the

EXHIBIT A (continued)

Southeast line of said Forney Independent School District tract, passing a ½ inch iron rod found at the centerline intersection of said road at a distance of 519.64 feet, and continuing along the Southeast line of said Forney Independent School District tract for a total distance of 2685.58 feet to a ½ inch iron rod set for corner in the center of a creek bed, said point also being the most Easterly Southeast corner of said Forney Independent School District tract;

THENCE in a Northwesterly direction, along the Easterly line of said Forney Independent School District tract, and along the meanders of said creek as follows:

**South 79 degrees 57 minutes 39 seconds West for a distance of 130.75 feet;
South 81 degrees 50 minutes 23 seconds West for a distance of 142.75 feet;
North 67 degrees 59 minutes 41 seconds West for a distance of 123.13 feet;
South 80 degrees 25 minutes 14 seconds West for a distance of 63.21 feet;
North 72 degrees 21 minutes 35 seconds West for a distance of 220.30 feet;
South 66 degrees 57 minutes 49 seconds West for a distance of 67.18 feet;
North 55 degrees 05 minutes 28 seconds West for a distance of 145.13 feet;
South 86 degrees 04 minutes 47 seconds West for a distance of 211.78 feet;
North 66 degrees 49 minutes 18 seconds West for a distance of 168.78 feet;
North 81 degrees 50 minutes 23 seconds West for a distance of 195.63 feet;
North 54 degrees 48 minutes 33 seconds West for a distance of 77.42 feet;
North 85 degrees 33 minutes 50 seconds West for a distance of 77.87 feet;
North 71 degrees 49 minutes 47 seconds West for a distance of 199.77 feet;
North 66 degrees 33 minutes 12 seconds West for a distance of 228.16 feet;
South 42 degrees 21 minutes 21 seconds West for a distance of 58.24 feet;
North 37 degrees 58 minutes 04 seconds West for a distance of 114.22 feet;
North 58 degrees 13 minutes 15 seconds West for a distance of 65.49 feet;
North 65 degrees 28 minutes 27 seconds West for a distance of 131.90 feet;
North 60 degrees 52 minutes 47 seconds West for a distance of 129.60 feet;
North 24 degrees 55 minutes 40 seconds West for a distance of 63.45 feet;
South 42 degrees 37 minutes 02 seconds West for a distance of 68.76 feet;
North 62 degrees 34 minutes 48 seconds West for a distance of 95.16 feet;
North 17 degrees 34 minutes 44 seconds West for a distance of 50.58 feet;
South 87 degrees 20 minutes 44 seconds West for a distance of 116.71 feet;
North 58 degrees 35 minutes 22 seconds West for a distance of 84.85 feet;
North 25 degrees 35 minutes 06 seconds East for a distance of 90.15 feet;
North 64 degrees 22 minutes 20 seconds West for a distance of 120.53 feet;
South 66 degrees 24 minutes 10 seconds West for a distance of 70.30 feet;
North 27 degrees 53 minutes 35 seconds West for a distance of 66.98 feet;
South 85 degrees 27 minutes 50 seconds West for a distance of 71.31 feet;
North 28 degrees 38 minutes 31 seconds West for a distance of 62.59 feet;
South 72 degrees 12 minutes 15 seconds West for a distance of 66.27 feet;
North 15 degrees 57 minutes 26 seconds West for a distance of 53.30 feet;
North 53 degrees 37 minutes 11 seconds West for a distance of 114.48 feet;
North 87 degrees 18 minutes 28 seconds West for a distance of 97.06 feet;
North 25 degrees 08 minutes 53 seconds West for a distance of 155.73 feet;
South 87 degrees 32 minutes 04 seconds West for a distance of 108.21 feet;**

EXHIBIT A (continued)

North 34 degrees 58 minutes 22 seconds West for a distance of 65.36 feet;
North 55 degrees 45 minutes 46 seconds West for a distance of 188.07 feet to a ½ inch iron rod set for corner;

THENCE North 37 degrees 12 minutes 07 seconds East departing said creek and continuing along the Easterly line of said Forney Independent School District tract, for a distance of 262.41 feet to a ½ inch iron rod found for corner;

THENCE North 58 degrees 23 minutes 06 seconds West along the Easterly line of said Forney Independent School District tract, for a distance of 1152.27 feet to a ½ inch iron rod found for corner in the Southeast line of F. M. Highway 548 (100 foot right-of-way), said point being the most Northerly Northeast corner of said Forney Independent School District tract, said point also being the most Northerly Northwest corner of the above cited Kaufman Land Partners tract recorded in Volume 1973, Page 552;

THENCE North 45 degrees 20 minutes 01 seconds East along the Southeast line of said highway, for a distance of 270.21 feet to a ½ inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, along the Southeast line of said highway, and along said curve to the right having a central angle of 30 degrees 36 minutes 00 seconds, a radius of 1859.86 feet, a chord bearing of North 60 degrees 38 minutes 01 seconds East, a chord distance of 981.53 feet and an arc length of 993.30 feet to a ½ inch iron rod found for corner;

THENCE North 75 degrees 56 minutes 01 seconds East along the Southeast line of said highway, for a distance of 650.70 feet to a ½ inch iron rod set for corner, said point being the most Westerly corner of a tract of land described as Tract 2 in a Deed to Rita Sue Hendrickson, as recorded in Volume 2224, Page 100 of the Official Public Records of KAUFMAN County, Texas;

THENCE South 44 degrees 52 minutes 37 seconds East along the Southwest line of said Hendrickson tract, for a distance of 522.50 feet to a ½ inch iron rod set for corner at the South corner of same;

THENCE North 44 degrees 27 minutes 29 seconds East along the Southeast line of said Hendrickson tract and the Southeast line of a tract of land described in a Deed to Danny R. Anderson, Jr., et al, as recorded in Volume 2543, Page 383 of the Official Public Records of KAUFMAN County, Texas, for a distance of 525.84 feet to a ½ inch iron rod found for corner at the most Easterly corner of said Anderson tract said point also being the most Southerly corner of a tract of land described in a Deed to Kaufman Ranch, Inc., as recorded in Volume 1177, Page 947 of the Deed Records of KAUFMAN County, Texas;

THENCE North 44 degrees 52 minutes 37 seconds East along the Southeast line of said Kaufman Ranch tract, for a distance of 517.12 feet to a ½ inch iron rod set for corner in the Southeast line of the above cited F. M. Highway No. 548;

THENCE in a Northeasterly direction, along the Southeast line of said highway, and along a non-tangent curve to the left having a central angle of 13 degrees 01 minutes 10 seconds, a radius of 1959.86 feet, a chord bearing of North 51 degrees 44 minutes 36 seconds East, a

EXHIBIT A (continued)

chord length of 444.39 feet and an arc length of 445.34 feet to a ½ inch iron rod set for corner;

THENCE North 45 degrees 14 minutes 01 seconds East along the Southeast line of said highway, for a distance of 3039.52 feet to a ½ inch iron rod set for corner in the center of a dirt road, said point being the most Northerly corner of the above cited Kaufman Land Partners tract, said point also being in the Southwest line of a called 79.57 acre tract of land described as the Second Tract in a Deed to Lloyd Colquitt Miller, as recorded in Volume 377, Page 250 of the Deed Records of KAUFMAN County, Texas;

THENCE South 45 degrees 08 minutes 06 seconds East along the Northeast line of said Kaufman Land Partners tract and along the centerline of a said dirt road, for a distance of 8051.30 feet to a ½ inch iron rod set for corner, said point being the most Southerly corner of a tract of land conveyed to G. L. D. Investments, L.P., as recorded in Volume 1333, Page 296 of the Deed Records of KAUFMAN County, Texas, said point also being the West corner of a tract of land described as the Fourth Tract in a Deed to Beans Creek, Ltd., as recorded in Volume 1182, Page 615 of the Deed Records of KAUFMAN County, Texas;

THENCE South 44 degrees 51 minutes 43 seconds East along the Northeast line of said Kaufman Land Partners tract and the Southwest line of said Beans Creek tract, for a distance of 2326.77 feet to a ½ inch iron rod set for corner;

THENCE South 50 degrees 29 minutes 40 seconds West along the Southwest line of said Beans Creek tract, for a distance of 74.87 feet to a ½ inch iron rod set for corner;

THENCE South 43 degrees 12 minutes 16 seconds East along the Southwest line of said Beans Creek tract for a distance of 1483.02 feet to a ½ inch iron rod set for corner;

THENCE North 44 degrees 31 minutes 44 seconds East along the Southwest line of said Beans Creek tract, for a distance of 11.11 feet to a ½ inch iron rod set for corner;

THENCE South 43 degrees 22 minutes 10 seconds East along the Southwest line of said Beans Creek tract, for a distance of 2658.15 feet to a ½ inch iron rod found for corner in County Road No. 239, said point being the most Northerly Northeast corner of Valley View Estates, an Addition to KAUFMAN County, Texas, according to the Plat recorded in Cabinet 1, Page 792 of the Plat Records of KAUFMAN County, Texas;

THENCE South 44 degrees 47 minutes 26 seconds West along the Northwest line of said Valley View Estates, passing a ½ inch iron rod found at the North corner of Lot 71 at a distance of 17.12 feet, and continuing along said line for a total distance of 3442.34 feet to a ½ inch iron rod found for corner, said point being in the Northeast line of a tract of land described as Tract 2 in a Deed to Wylie Musser, as recorded in Volume 1176, Page 807 of the Deed Records of KAUFMAN County, Texas;

THENCE North 45 degrees 53 minutes 01 seconds West along the Northeast line of said Musser Tract, for a distance of 969.54 feet to a ½ inch iron rod set for corner;

THENCE South 45 degrees 31 minutes 14 seconds West along the Northwest line of said Musser tract, for a distance of 3750.75 feet to a ½ inch iron rod set for corner, said point

EXHIBIT A (continued)

being the West corner of a tract of land described in Deed to Estella Briones, as recorded in Volume 1231, Page 809 of the Deed Records of KAUFMAN County, Texas;

THENCE South 44 degrees 56 minutes 51 seconds East along the Southwest line of said Briones tract, for a distance of 779.61 feet to a ½ inch iron rod set for corner;

THENCE North 44 degrees 41 minutes 56 seconds East along the Southeast line of said Briones tract, passing a ½ inch iron rod set for reference at a distance of 1322.00 feet, and continuing for a total distance of 1350.55 feet to a point for corner in the center of a creek;

THENCE South 01 degrees 49 minutes 47 seconds East along said creek, for a distance of 265.37 feet to a point for corner;

THENCE South 18 degrees 03 minutes 17 second East along said creek, for a distance of 156.55 feet to a point for corner;

THENCE South 16 degrees 10 minutes 06 second East along said creek, for a distance of 315.52 feet to a point for corner;

THENCE South 44 degrees 30 minutes 01 seconds West passing a ½ inch iron rod set for reference at a distance of 50.00 feet, and continuing for a total distance of 2107.10 feet to a 1-1/2 inch iron pipe found for corner in the North line of U. S. Highway No. 80;

THENCE North 88 degrees 35 minutes 32 seconds West along the North line of said highway, for a distance of 655.79 feet to a concrete highway monument found for corner;

THENCE North 40 degrees 32 minutes 24 seconds West along the North line of said highway, for a distance of 67.23 feet to a concrete highway monument found for corner in the East line of said County Road No. 218;

THENCE North 88 degrees 26 minutes 57 seconds West along the North line of said highway, for a distance of 40.27 feet to a concrete highway monument found for corner in the West line of said County Road No. 218;

THENCE South 49 degrees 27 minutes 14 seconds West along the North line of said highway, for a distance of 74.83 feet to a concrete highway monument found for corner;

THENCE North 88 degrees 30 minutes 09 seconds West along the North line of said highway, for a distance of 2550.76 feet to the POINT OF BEGINNING, AND CONTAINING 2870.83 acres of land.

SAVE AND EXCEPT THE FOLLOWING TRACTS:

1. 0.5 acre tract of land excluded from the conveyance of the Third Tract, as described in a Deed from Richard H. Collins, Trustee, to Richard Wolfe, Trustee, as recorded in Volume 680, Page 705 of the Deed Records of KAUFMAN County, Texas.
2. 10 acre tract of land described in a Deed to Lawson Techs, LLP, as recorded in Volume 2490, Page 501 of the Official Public Records of KAUFMAN County, Texas.
3. 20.61 acre tract of land conveyed to Raymond Hegefeld per Deeds recorded in Volume 521, Page 35, Volume 852, Page 96 and Volume 1234, Page 774 of the Deed Records of KAUFMAN County, Texas.

EXHIBIT A (continued)

being the West corner of a tract of land described in Deed to Estella Briones, as recorded in Volume 1231, Page 809 of the Deed Records of KAUFMAN County, Texas;

THENCE South 44 degrees 56 minutes 51 seconds East along the Southwest line of said Briones tract, for a distance of 779.61 feet to a ½ inch iron rod set for corner;

THENCE North 44 degrees 41 minutes 56 seconds East along the Southeast line of said Briones tract, passing a ½ inch iron rod set for reference at a distance of 1322.00 feet, and continuing for a total distance of 1350.55 feet to a point for corner in the center of a creek;

THENCE South 01 degrees 49 minutes 47 seconds East along said creek, for a distance of 265.37 feet to a point for corner;

THENCE South 18 degrees 03 minutes 17 second East along said creek, for a distance of 156.55 feet to a point for corner;

THENCE South 16 degrees 10 minutes 06 second East along said creek, for a distance of 315.52 feet to a point for corner;

THENCE South 44 degrees 30 minutes 01 seconds West passing a ½ inch iron rod set for reference at a distance of 50.00 feet, and continuing for a total distance of 2107.10 feet to a 1-1/2 inch iron pipe found for corner in the North line of U. S. Highway No. 80;

THENCE North 88 degrees 35 minutes 32 seconds West along the North line of said highway, for a distance of 655.79 feet to a concrete highway monument found for corner;

THENCE North 40 degrees 32 minutes 24 seconds West along the North line of said highway, for a distance of 67.23 feet to a concrete highway monument found for corner in the East line of said County Road No. 218;

THENCE North 88 degrees 26 minutes 57 seconds West along the North line of said highway, for a distance of 40.27 feet to a concrete highway monument found for corner in the West line of said County Road No. 218;

THENCE South 49 degrees 27 minutes 14 seconds West along the North line of said highway, for a distance of 74.83 feet to a concrete highway monument found for corner;

THENCE North 88 degrees 30 minutes 09 seconds West along the North line of said highway, for a distance of 2550.76 feet to the POINT OF BEGINNING, AND CONTAINING 2870.83 acres of land.

SAVE AND EXCEPT THE FOLLOWING TRACTS:

- 1. 0.5 acre tract of land excluded from the conveyance of the Third Tract, as described in a Deed from Richard H. Collins, Trustee, to Richard Wolfe, Trustee, as recorded in Volume 680, Page 705 of the Deed Records of KAUFMAN County, Texas.**
- 2. 10 acre tract of land described in a Deed to Lawson Techs, LLP, as recorded in Volume 2490, Page 501 of the Official Public Records of KAUFMAN County, Texas.**
- 3. 20.61 acre tract of land conveyed to Raymond Hegefeld per Deeds recorded in Volume 521, Page 35, Volume 852, Page 96 and Volume 1234, Page 774 of the Deed Records of KAUFMAN County, Texas.**

EXHIBIT A (continued)

Tract 8:

Legal Description

All that certain lot, tract or parcel of land situated in the S. SMITH SURVEY, ABSTRACT NO. 450, and the J. HEATH SURVEY, ABSTRACT NO. 227, KAUFMAN County, Texas, and being part of those tracts of land described in a Deed to Lemar Development, Ltd., as recorded in Volume 2034, Page 419 of the Official Public Records of KAUFMAN County, Texas, and being part of that tract of land described in a Deed to Lemar Development, Ltd., as recorded in Volume 1323, Page 281 of the Deed Records of KAUFMAN County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with plastic cap stamped "USA INC. PROP. COR." set (hereinafter called ½ inch iron rod set) for corner in the Easterly right-of-way line of Windmill Farms Boulevard (120 foot right-of-way per Volume 2692, Page 620 of the Official Public Records of KAUFMAN County, Texas), said point also being the most Westerly Northwest corner of a called 23.14 acre tract of land conveyed to Kaufman Land Partners, Ltd., per Deed recorded in Volume 2504, Page 233 of the Official Public Records of KAUFMAN County, Texas;

THENCE North 18 degrees 40 minutes 00 seconds West along the Easterly line of said Windmill Farms Boulevard, for a distance of 141.56 feet to a ½ inch iron rod set for corner in the East line of Lot 10B, Block AA of Windmill Farms Phase 1A, 1B and 1C, an Addition to KAUFMAN County, Texas, as recorded in Cabinet 2, Page 213 of the Plat Records of KAUFMAN County, Texas;

THENCE North 09 degrees 09 minutes 12 seconds East departing the Easterly line of said Windmill Farms Boulevard, and along the East line of said Lot 10B, for a distance of 50.47 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the Northeast corner of said Lot 10B;

THENCE North 76 degrees 44 minutes 10 seconds West along the North line of said Lot 10B, for a distance of 27.76 feet to a ½ inch iron rod set for corner in the Easterly line of said Windmill Farms Boulevard;

THENCE North 18 degrees 40 minutes 00 seconds West along the Easterly line of said Windmill Farms Boulevard, for a distance of 125.05 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the beginning of a curve to the left;

THENCE in a Northwesterly direction, along the Easterly line of said Windmill Farms Boulevard, and along said curve to the left having a central angle of 28 degrees 57 minutes 18 seconds, radius of 1560.00 feet, a chord bearing of North 33 degrees 08 minutes 39 seconds West, a chord distance of 780.00 feet and an arc length of 788.36 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

EXHIBIT A (continued)

THENCE North 47 degrees 37 minutes 18 seconds West along the Easterly line of said Windmill Farms Boulevard, for a distance of 1200.00 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the beginning of a curve to the right;

THENCE in a Northwesterly direction, along the Easterly line of said Windmill Farms Boulevard, and along said curve to the right having a central angle of 61 degrees 52 minutes 01 seconds, a radius of 1140.00 feet, a chord bearing of North 16 degrees 41 minutes 18 seconds West, a chord distance of 1172.02 feet and an arc length of 1230.95 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the Northeast corner of said Windmill Farms Boulevard right-of-way;

THENCE North 75 degrees 45 minutes 17 seconds West along the North line of said Windmill Farms Boulevard right-of-way, for a distance of 120.00 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the Northwest corner of same, said point also being in the East line of Amber Fields, Windmill Farms Phase 2B - Section 2, an Addition to KAUFMAN County, Texas, as recorded in Cabinet 2, Page 545 of the Plat Records of KAUFMAN County, Texas, said point also being at the beginning of a non-tangent curve to the right;

THENCE in a Northeasterly direction, along the Easterly line of said Amber Fields, Windmill Farms Phase 2B - Section 2, and along said curve to the right having a central angle of 02 degrees 28 minutes 44 seconds, a radius of 1260.00 feet, a chord bearing of North 15 degrees 29 minutes 05 seconds East, a chord distance of 54.51 feet and an arc length of 54.51 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the Northeast corner of same, said point also being the Southeast corner of Amber Fields, Windmill Farms Phase 2B - Section 3, an Addition to KAUFMAN County, Texas, as recorded in Cabinet 2, Page 542 of the Plat Records of KAUFMAN County, Texas;

THENCE in a Northwesterly direction, along the Northerly line of said Amber Fields, Windmill Farms Phase 2B - Section 3 and the Northerly line of Amber Fields, Windmill Farms Phase 2B - Section 4, an Addition to KAUFMAN County, Texas, as recorded in Cabinet 2, Page 543 of the Plat Records of KAUFMAN County, Texas, as follows:

North 07 degrees 36 minutes 33 seconds East for a distance of 95.58 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 03 degrees 08 minutes 38 seconds West for a distance of 95.75 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 12 degrees 17 minutes 51 seconds West for a distance of 95.75 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 21 degrees 27 minutes 04 seconds West for a distance of 95.75 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

EXHIBIT A (continued)

North 29 degrees 40 minutes 07 seconds West for a distance of 95.89 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 39 degrees 19 minutes 26 seconds West for a distance of 288.56 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 72 degrees 35 minutes 36 seconds West for a distance of 189.92 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 17 degrees 24 minutes 24 seconds East for a distance of 152.00 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 72 degrees 35 minutes 36 seconds West for a distance of 142.98 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the beginning of a non-tangent curve to the left;

Northwesterly, along said non-tangent curve to the left having a central angle of 106 degrees 59 minutes 35 seconds, a radius of 50.00 feet, a chord bearing of North 55 degrees 58 minutes 00 seconds West, a chord distance of 80.38 feet and an arc length of 93.37 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 72 degrees 35 minutes 36 seconds West for a distance of 25.47 feet to ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 17 degrees 24 minutes 24 seconds East for a distance of 125.00 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 72 degrees 35 minutes 00 seconds West for a distance of 479.58 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 67 degrees 57 minutes 59 seconds West for a distance of 76.76 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 60 degrees 42 minutes 44 seconds West for a distance of 76.37 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 54 degrees 14 minutes 47 seconds West for a distance of 103.55 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 58 degrees 33 minutes 38 seconds West for a distance of 89.91 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 64 degrees 17 minutes 12 seconds West for a distance of 89.91 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 70 degrees 00 minutes 46 seconds West for a distance of 89.91 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

EXHIBIT A (continued)

North 75 degrees 44 minutes 20 seconds West for a distance of 89.91 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 81 degrees 27 minutes 54 seconds West for a distance of 89.91 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 35 degrees 52 minutes 19 seconds East for a distance of 253.28 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 24 degrees 10 minutes 24 seconds West for a distance of 178.43 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner;

North 68 degrees 48 minutes 31 seconds West for a distance of 182.61 feet to a ½ inch iron rod with cap stamped "USA INC. PROP. COR." found for corner at the beginning of a non-tangent curve to the left;

Southwesterly, along said non-tangent curve to the left having a central angle of 21 degrees 03 minutes 07 seconds, a radius of 1527.50 feet, a chord bearing of South 31 degrees 42 minutes 19 seconds West, a chord distance of 558.09 feet and an arc length of 561.24 feet to a ½ inch iron rod set for corner at the Northeast corner of Iron Gate Boulevard, (100 foot right-of-way per Honeysuckle Meadows, Windmill Farms Phase 2A-Section 2, an Addition to KAUFMAN County, Texas, as recorded in Cabinet 2, Page 529 of the Plat Records of KAUFMAN County, Texas);

THENCE North 68 degrees 49 minutes 15 seconds West along the North line of said Iron Gate Boulevard, for a distance of 92.50 feet to a ½ inch iron rod set for corner at the corner at the beginning of a non-tangent curve to the right;

THENCE in a Northeasterly direction, along said non-tangent curve to the right having a central angle of 27 degrees 50 minutes 37 seconds, a radius of 1620.00 feet, a chord bearing of North 35 degrees 06 minutes 04 seconds East, a chord distance of 779.53 feet and an arc length of 787.26 feet to a ½ inch iron rod set for corner at the most Easterly Northwest corner of a called 200 acre tract of land described in the above cited Deed to Leman Development, Ltd., recorded in Volume 2034, Page 419;

THENCE South 40 degrees 58 minutes 38 seconds East along the Northerly line of said 200 acre tract, for a distance of 235.44 feet to a ½ inch iron rod set for corner;

THENCE South 75 degrees 34 minutes 45 seconds East along the Northerly line of said 200 acre tract, for a distance of 113.21 feet to a ½ inch iron rod set for corner;

THENCE South 44 degrees 59 minutes 36 seconds East along the Northerly line of said 200 acre tract, for a distance of 90.19 feet to a ½ inch iron rod set for corner;

THENCE South 77 degrees 40 minutes 46 seconds East along the Northerly line of said 200 acre tract, for a distance of 227.59 feet to a ½ inch iron rod set for corner;

EXHIBIT A (continued)

THENCE South 53 degrees 17 minutes 21 seconds East along the Northerly line of said 200 acre tract, for a distance of 1127.38 feet to a ½ inch iron rod set for corner;

THENCE South 33 degrees 55 minutes 18 seconds East along the Northerly line of said 200 acre tract, for a distance of 264.94 feet to a ½ inch iron rod set for corner;

THENCE South 56 degrees 22 minutes 03 seconds East along the Northerly line of said 200 acre tract, for a distance of 503.03 feet to a ½ inch iron rod set for corner;

THENCE South 69 degrees 56 minutes 29 seconds East along the Northerly line of said 200 acre tract, for a distance of 941.33 feet to a ½ inch iron rod set for corner at the Northeast corner of same;

THENCE South 04 degrees 26 minutes 37 seconds West along the Easterly line of said 200 acre tract, for a distance of 937.13 feet to a ½ inch iron rod set for corner at the most Easterly Southeast corner of same, said point also being in the North line of a called 352.2896 acre tract of land described in the above cited Lemau Development, Ltd., tract recorded in Volume 2034, Page 419;

THENCE South 85 degrees 33 minutes 23 seconds East along the Northerly line of said 352.2896 acre tract, for a distance of 1185.10 feet to a ½ inch iron rod set for corner at the most Easterly Northeast corner of same;

THENCE South 01 degrees 46 minutes 16 seconds East along the Easterly line of said 352.2896 acre tract, for a distance of 1783.76 feet to a ½ inch iron rod set for corner at the most Easterly Southeast corner of same, said point also being the Northeast corner of the above cited Lemau Development tract recorded in Volume 1323, Page 281;

THENCE South 21 degrees 54 minutes 02 seconds East along the Easterly line of said Lemau Development tract recorded in Volume 1323, Page 281, for a distance of 2.56 feet to a ½ inch iron rod set for corner, said point being the most Northerly Northeast corner of the above cited 23.14 acre tract of land conveyed to Kaufman Land Partners;

THENCE South 85 degrees 27 minutes 31 seconds West along the North line of said 23.14 acre tract, for a distance of 254.38 feet to a ½ inch iron rod set for corner at the most Northerly Northwest corner of same;

THENCE South 25 degrees 54 minutes 55 seconds West along the Northwesterly line of said 23.14 acre tract, for a distance of 532.72 feet to the POINT OF BEGINNING, AND CONTAINING 113.95 acres of land.

EXHIBIT "B"

Legal Description and/or Depiction of the Retained Lots

NONE

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDMILL FARMS, KAUFMAN COUNTY, TEXAS**

Exhibit "B"

EXHIBIT "C"

Legal Description and/or Depiction of the Retail/Commercial Land

[see attached]

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDMILL FARMS, KAUFMAN COUNTY, TEXAS

Exhibit "C"

EXHIBIT "C"

DESCRIPTION OF RETAIL/COMMERCIAL SITE

Lot 24C, Block FF, WINDMILL FARMS PHASE 1A, a subdivision of Kaufman County, Texas, according to the plat recorded in Cabinet 2, Envelope 213, Plat Records, of the real property records of Kaufman County, Texas; together with all buildings, fixtures and other real property improvements located on said real property; and the benefits and appurtenances on or appertaining to said real property and improvements.

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