

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BARCELONA IN MCKINNEY**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BARCELONA IN MCKINNEY is made and entered by CTMGT BARCELONA, a Texas limited liability company ("Declarant").

PRELIMINARY STATEMENTS

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restriction for Barcelona at McKinney, dated April 22, 2014, and recorded as Document Number 20140423000391950 in the Official Real Property Records of Collin County, Texas (the "Original Declaration"), executed that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Barcelona in McKinney ("First Amendment"), dated September 3, 2014, and recorded as Document Number 20140904000958260 in the Official Records of Collin County, Texas; and executed that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Barcelona in McKinney, dated May 11, 2017, and recorded as Document No. 20170512000610230 (the "Second Amendment", and the First Amendment, Second Amendment, and Original Declaration are collectively, the "Declaration");

WHEREAS, the Declaration was filed less than five (5) year prior to this Third Amendment and pursuant to Section 7.1.1 of the Declaration, the Declarant has the right at any time and from time to time to amend the Declaration by an instrument in writing duly signed, acknowledged, and filed for record in Collin County, Texas;

WHEREAS, Declarant has determined it is necessary to amend and clarify certain portions of the Declaration.

NOW THEREFORE, Declarant amends the Declaration as follows:

1. **Definitions**. Unless otherwise defined in this Third Amendment, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. **Amendment(s)**. The Declaration is hereby modified and amended in the following respects:

(a) A new Section (u), Article I is added as follows:

"(s) 'Claims' means collectively, all claims, demands, suits, proceedings, actions, causes of action (whether civil, criminal, administrative or investigative and including, without limitation, causes of action in tort), losses, penalties, fines, damages, liabilities, obligations, costs, and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, including but not limited to, cost recovery, contribution and other claims."

(b) A new Section 9.7 is added to the Declaration as follows:

“9.7 INSURANCE FOR COMMON PROPERTIES. The Association shall insure the Common Properties, and property owned by the Association, including, if any, records, furniture, fixtures, equipment, and supplies, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insurable hazard. The Association is not required to insure any Lot, detached residence, automobiles, watercraft, furniture or other personal property located within a residence or on any Common Properties unless specifically set forth in this Amendment. The Association shall maintain a commercial general liability insurance policy on an occurrence-based form covering the Common Properties for bodily injury and property damage. All insurance maintained by the Association shall be written by an insurer with an A.M. Best rating of A-VII or higher. The insurance policies required under this Section 9.7 or otherwise will provide for blanket waivers of subrogation for the benefit of Declarant, shall provide primary coverage, not secondary, and provide first dollar coverage. Additionally, the insurance policies under this paragraph shall provide that Declarant shall receive thirty-days written notice prior to cancellation of the policy and that Declarant shall be permitted to pay any premiums to keep the Association’s insurance policies in full force and effect. The Association shall cause Declarant to be named as an additional insured on all insurance required under this Section 9.7 or as otherwise set forth herein. In addition to the other indemnities herein and without limitation, if the Association fails to name Declarant as an additional insured as set forth herein, the Association shall hold harmless, defend and indemnify Declarant for any loss, claim, damage and/or lawsuit suffered by Declarant for the Association’s failure described herein. To the extent of any conflict between this Section 9.7 and a provision in Declaration as it relates to insurance for Common Properties, this Section 9.7 shall control.”

(c) A new Section 9.8 and subparts are added to the Declaration as follows:

“9.8 ASSOCIATION’S INSPECTION OBLIGATION.

9.8.1 Contract for Services. In addition to the Association’s general maintenance obligations set forth in this Declaration, the Association shall, at all times and part of its annual budget, contract with (subject to the limitations otherwise set forth in this Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services for the Common Properties and/or Areas of Common Responsibility.

9.8.2 Schedule of Inspections. Such inspections shall take place at least once every two (2) years. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Declaration below, the Board shall promptly

cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

9.8.3 Notice to Declarant. During the Development Period, the Association shall, if requested by Declarant, deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.”

(d) Section 11.5 of the Declaration is deleted and replaced with the following:

“11.5 LIMITATION OF LIABILITY; INDEMNIFICATION; AND WAIVER OF SUBROGATION. No Declarant or managing agent of the Association, or their respective directors, officers, committee chairs, committee members, agents, members, employees, or representatives, or any member of the Board or the ACC or other officer, agent or representative of the Association (collectively, the “Leaders”), shall be personally liable for the debts, obligations or liabilities of the Association. The Leaders shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Documents. The Leaders shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and THE ASSOCIATION INDEMNIFIES EVERY LEADER, AS A COMMON EXPENSE OF THE ASSOCIATION, AGAINST CLAIMS, EXPENSES, LOSS OR LIABILITIES (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) TO OTHERS BY ANY CONTRACT OR COMMITMENT, AND BY REASONS OF HAVING SERVED AS A LEADER, INCLUDING ATTORNEY'S FEES, REASONABLY INCURRED BY OR IMPOSED ON THE LEADER IN CONNECTION WITH ANY ACTION, CLAIM, SUIT, OR PROCEEDING TO WHICH THE LEADER IS A PARTY. A LEADER IS NOT LIABLE FOR A MISTAKE OF JUDGMENT, NEGLIGENT OR OTHERWISE. A LEADER IS LIABLE FOR HIS WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH. THIS RIGHT TO INDEMNIFICATION DOES NOT EXCLUDE ANY OTHER RIGHTS TO WHICH PRESENT OR FORMER LEADERS MAY BE ENTITLED. THE ASSOCIATION MAY MAINTAIN GENERAL LIABILITY AND DIRECTORS' AND OFFICERS' LIABILITY INSURANCE TO FUND THIS OBLIGATION. ADDITIONALLY, THE ASSOCIATION MAY INDEMNIFY A PERSON WHO IS OR WAS AN EMPLOYEE, TRUSTEE, AGENT, OR ATTORNEY OF THE ASSOCIATION, AGAINST ANY CLAIM OR LIABILITY ASSERTED AGAINST HIM AND INCURRED BY HIM IN THAT CAPACITY AND ARISING OUT OF THAT CAPACITY. ADDITIONALLY, THE ASSOCIATION MAY INDEMNIFY A PERSON WHO IS OR WAS AN EMPLOYEE, TRUSTEE, AGENT, OR ATTORNEY OF THE ASSOCIATION, AGAINST ANY CLAIM OR LIABILITY ASSERTED AGAINST HIM AND INCURRED BY HIM IN THAT CAPACITY AND ARISING OUT OF THAT CAPACITY. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer, agent, member, employee and/or representative, or former director, officer, agent, member, employee and/or representative, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and ACC members', insurance on behalf of any Person who is or was Leader against any liability asserted against any such Person

and incurred by any such Person in such capacity as a director, officer, agent, member, employee and/or representative, or arising out of such Person's status as such. SEPARATE AND APART FROM ANY OTHER WAIVER OF SUBROGATION IN THIS DECLARATION, THE ASSOCIATION WAIVES ANY AND ALL RIGHTS OF SUBROGATION WHATESOEVER IT MAY HAVE AGAINST DECLARANT REGARDLESS OF FORM, AND TO THE EXTENT ANY THIRD-PARTY MAKES A CLAIM, SUIT, OR CAUSE OF ACTION AGAINST DECLARANT FOR OR ON BEHALF OF THE ASSOCIATION BY WAY OF A SUBROGATION RIGHT, THE INDEMNITY PROVISIONS HEREIN APPLY TO ANY SUCH SUBROGATION CLAIM, SUIT, CAUSE OF ACTION, OR OTHERWISE."

(e) Section 12.6 of the Declaration is deleted and replaced with the following:

"Section 12.6 DISPUTE RESOLUTION

12.6.1 AGREEMENT TO ENCOURAGE RESOLUTION OF DISPUTES WITHOUT LITIGATION.

12.6.1.1 Bound Parties. Declarant, the Association and its officers, directors, and committee members, Owners, Residents, and all other parties subject to this Declaration ("Bound Party", or collectively, the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.6.2 in a good faith effort to resolve such Claim.

12.6.1.2 Claim(s). As used in this Section, the term "Claim" or "Claims" will refer to any claim, grievance or dispute arising out of or relating to:

(i) Claims relating to the rights and/or duties of Declarant, the Association or an Owner under the Restrictions; or

(ii) Claims relating to the design or construction of improvements on the Common Properties or Lots, other than matters of aesthetic judgment under this Declaration, which will not be subject to review.

12.6.1.3 Not Considered Claims. The following will not be considered "Claims" for purposes of this Section 12.6 unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.6.2:

(i) any legal proceeding by the Association to collect assessments or other amounts due from any Owner;

(ii) any legal proceeding by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Restrictions;

(iii) any legal proceeding which does not include Declarant or the Association as a party, if such action asserts a Claim which would constitute a cause of action independent of the Restrictions; and

- (iv) any action by the Association to enforce the Restrictions.

12.6.2 CLAIMS REGARDING COMMON PROPERTIES.

12.6.2.1 Claim by the Association – Common Properties. The Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any an Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 12.6.1.2 above, relating to the design or construction of a residence (whether one or more). In the event the Association or an Owner asserts a Claim related to the Common Properties or Areas of Common Responsibility, as a precondition to providing the Notice defined in Section 12.6.3, initiating the mandatory dispute resolution procedures set forth in this Section 12.6, or taking any other action to prosecute a Claim related to the Common Properties, the Association or an Owner, as applicable, must:

(i) **Independent Report on the Condition of the Common Properties.** Obtain an independent third-party report (the “Common Properties Report”) from a licensed professional engineer in the same area of engineering practice of which the engineer is qualified which: (A) identifies the Common Properties or Areas of Common Responsibility subject to the Claim including the present physical condition of the Common Properties and/or the Area of Common Responsibility; (B) describes any modification, maintenance, or repairs to the Common Properties and/or Areas of Common Responsibility performed by the Owner(s) and/or the Association; (C) provides specific and detailed recommendations regarding remediation and/or repair of the Common Properties and/or Areas of Common Responsibility subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association or an Owner and paid for by the Association or an Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or an Owner in the Claim. As a precondition to providing the Notice described in Section 12.6.3, the Association or Owner must provide at least ten (10) days prior written notice of the inspection to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Properties Report, the specific Common Properties and/or Areas of Common Responsibility to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Properties Report shall be provided to each party subject to a claim. In addition, before providing the Notice described in Section 12.6.3, the Association or the Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Properties Report.

(ii) **Owner Meeting and Approval.** Obtain approval from Members holding eighty five percent (85%) of the votes in the Association to provide the Notice described in Section 12.6.3, initiate the mandatory dispute resolution procedures set forth in this Section 12.6, or take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (A) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (B) a copy of the Common Properties Report; (C) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the “Engagement Letter”); (D) a description of the attorney fees, consultant fees, expert witness fees,

and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not to proceed with the Claim; (E) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (F) an estimate of the impact on the value of each Lot and Improvements if the Claim is prosecuted and an estimate of the impact on the value of each Lot and Improvements after resolution of the Claim; (G) an estimate of the impact on the marketability of each Lot and Improvements if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot and Improvements during and after resolution of the Claim; (H) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (I) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Owner, as applicable, in the Claim. If the Claim is prosecuted by the Association, in the event Members approve providing the Notice described in Section 12.6.3, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

(iii) Prohibition on Contingency Fee Contracts. The Association may not engage or contract with any attorney, law firm, consultant, expert or advisor on a contingency fee basis, in whole or in part, to assist in the prosecution of a Claim.

12.6.3 NOTICE

(i) Notice Requirements for All Claims. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") must notify the Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (A) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (B) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (C) what Claimant wants Respondent to do or not do to resolve the Claim; and (D) that the Notice is given pursuant to this Section. All Bound Parties agree that the provisions of Chapter 27 of the Texas Property Code shall control any Claim, and they expressly adopt and incorporate the terms of Chapter 27 of the Texas Property Code as is full set forth herein. If the Claimant is the Association, prior to proceeding with negotiations under Section 12.6.4, the Association shall fully comply with provisions of Chapter 27 of the Texas Property Code, but for all other Claims, the time period for negotiation in Section 12.6.4 below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with Section 12.6.4, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. Section 12.6.4 does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 shall not affect a Claim and the Respondent shall have all rights and remedies under Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in Section 12.6.5 below is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to Section 12.6.5 is required without regard to the monetary amount of the Claim.

(ii) **Special Notice for Association.** If the Claimant is the Association, the Notice will also include: (A) a true and correct copy of the Common Properties Report; (B) a copy of the Engagement Letter; (C) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Properties and/or Areas of Common Responsibility which forms the basis of the Claim; (D) a true and correct copy of the special meeting notice provided to Members in accordance with Section 12.6.2.1(ii) above; and (E) and reasonable and credible evidence confirming that Members holding eighty-five percent (85%) of the votes in the Association approved providing the Notice. If the Claimant is the Association, providing the information identified in this Section 12.6.3(ii) is a condition precedent to the assertion of any Claim. Should the Association fail to provide the information required by this Section 12.6.3(ii) to the Respondent, the Respondent shall be entitled to a temporary injunction enjoining the prosecution of the Claim until such time as the Association provides the information required by this Section 12.6.3(ii). Furthermore, should the Association fail to provide information required by this Section 12.6.3(ii) within one-hundred twenty (120) days after making a demand on the Respondent, the Association's Claim shall be dismissed with prejudice, and the Respondent may take such actions in law or in equity to confirm such dismissal.

12.6.4 NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. At any time during the negotiation period, if the Respondent is the Declarant, the Declarant may make repairs to the Common Properties and/or Areas of Common Responsibility to prevent further damage to any of these areas, the structures, or residence, whether or not such repairs would inhibit or prohibit Claimant from securing evidence of resulting damage. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

12.6.5 MEDIATION. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this Section 12.6.5.

12.6.6 TERMINATION OF MEDIATION. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, if the Association is the Claimant, it shall provide a report of the mediation to the Members of the Association, which such report shall provide the last best offer made by the Respondent, the last best offer by the Association, and the reason the Association did not accept the offer made by the Respondent. After such report is provided to the Members, the Board shall call a special meeting of the Members, at

which special meeting the Members shall vote on whether to accept the last, best offer by the Respondent. If a Majority of the Members in attendance at the special meeting vote to accept the Respondent's last, best offer, the Board shall accept the Respondent's last, best offer and shall dismiss the Claim. Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Section.

12.6.7 BINDING ARBITRATION-CLAIMS. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Section 12.6.7.

12.6.7.1 Governing Rules. If a Claim has not been resolved after Mediation as required by Section 12.6.5, the Claim will be resolved by binding arbitration in accordance with the terms of this Section 12.6.7 and the rules and procedures of the American Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section 12.6.7, this Section 12.6.7 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

12.6.7.2 Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Section 12.6.7 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

12.6.7.3 Statute of Limitations. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding under this Section 12.6.7, and to the fullest extent allowed under law, any action, lawsuit and/or claim whatsoever initiated by the Association or its assigns, regardless of form, that arises from or relates to this Declaration, the Property, the Subdivision, the Improvements or otherwise is barred unless it is brought not later than two (2) years and one (1) day from the date the cause of action accrues.

12.6.7.4 Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law except as provided by this Section. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this Section 12.6.7 but subject to Section 12.6.8 below (attorney's fees and costs may not be awarded); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law or otherwise in accordance with the terms and conditions of this Declaration. In no event may an arbitrator award speculative, consequential, special, indirect, lost profit or punitive damages for any Claim. Notwithstanding anything else contained in this Declaration, no Claimant shall be entitled to an award in connection with a Claim related to or arising in connection with a violation of Applicable Law, and the arbitrator shall not provide an award, unless the arbitrator determines that such Claim was due to a material violation of any Applicable Law and that such material violation of Applicable Law creates an imminent threat to health and safety.

12.6.7.5 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in the county where the Property is located. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and applicable law. The arbitrator shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

12.6.8 ALLOCATION OF COSTS. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. For avoidance of doubt, the prevailing party in any Arbitration shall not recover any attorneys' fees, expenses, or costs. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

12.6.9 GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

12.6.10 PERIOD OF LIMITATION.

12.6.10.1 For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim, including, but not limited to, a Claim related to the design or construction of improvements on the Common Properties or Lots, shall be no later than two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim.

12.6.10.2 For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim related to the design or construction of improvements on the Common Properties or Lots, shall be no later than two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim.

12.6.11 APPROVAL & SETTLEMENT. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this Section 12.6 or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

12.6.12 LIMITATION ON DAMAGES. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS DECLARATION OR ANY OF THE ASSOCIATION DOCUMENTS TO THE CONTRARY, IN NO EVENT SHALL DECLARANT OR THE ASSOCIATION BE LIABLE FOR SPECULATIVE, CONSEQUENTIAL, SPECIAL, INDIRECT, LOST PROFIT OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM, EVEN IF DUE TO THE NEGLIGENCE OF DECLARANT OR THE ASSOCIATION."

Except as expressly modified by the terms and provisions of this Third Amendment, each and every of the terms and provisions of the Declaration are unchanged and continued in full force and effect. All of the capitalized terms used in this Third Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Declaration.

[SIGNATURE ON FOLLOWING PAGE]

EXECUTED this 1st day of March, 2018.

DECLARANT:

CTMGT BARCELONA, LLC
a Texas limited liability company

By: **CADG Holdings, LLC**
a Texas limited liability company
Its Sole Member

By: **MMM Ventures, LLC**
a Texas limited liability company
Its: Manager

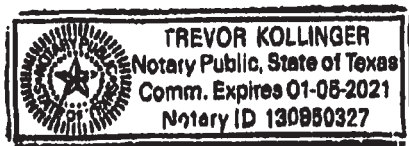
By: **2M Ventures, LLC**
a Delaware limited liability company
Its Manager

By: *Mehrdad Moayed*
Name: **Mehrdad Moayed**
Its: Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1 day of March, 2018 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CTMGT Barcelona, LLC, a Texas limited liability company on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of March, 2018.



T. Kollinger
Notary Public in and for the State of Texas

Exhibit "A"

BARCELONA IN MCKINNEY HOMEOWNER'S ASSOCIATION, INC.

Property Description

FIELD NOTES:

Being a tract of land situated in the George F. Lucas Survey, Abstract No. 540, and being a portion of a called 420.49 acre tract of land described by deed to TCI McKinney Ranch, Inc. recorded in Volume 6074, Page 6221 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 found at the intersection of F.M. 720, a variable width right-of-way with the southwest line of Silverado Trail, a 100 foot wide right-of-way, also for the beginning of a non-tangent curve to the right having a radius of 650.00 feet a central angle of 26 degrees 52 minutes 20 seconds, and a chord which bears South 66 degrees 31 minutes 23 seconds East, 302.07 feet;

THENCE along said non-tangent curve and the southwest line of said Silverado Trail, an arc distance of 304.86 feet to a 5/8 inch iron rod found for corner;

THENCE South 53 degrees 05 minutes 15 seconds East continuing along the southwest line of said Silverado Trail, a distance of 156.50 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE South 26 degrees 14 minutes 59 seconds West leaving the southwest line of said Silverado Trail through the interior of said 420.49 acre tract, a distance of 1663.20 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE South 18 degrees 12 minutes 10 seconds East, a distance of 21.41 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE South 62 degrees 39 minutes 20 seconds East, a distance of 498.10 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE North 71 degrees 47 minutes 50 seconds East, a distance of 21.01 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner lying on the westerly line of McKinney Ranch Parkway a 120 feet wide right-of-way;

THENCE South 26 degrees 15 minutes 20 seconds West along the westerly line of said McKinney Ranch Parkway, a distance of 57.08 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set at the beginning of a curve to the left having a radius of 2060.00 feet a central angle of 00 degrees 54 minutes 58 seconds, and a chord which bears South 25 degrees 47 minutes 30 seconds West, 32.93 feet;

THENCE along said curve to the left and the westerly line of said McKinney Ranch Parkway, an arc distance of 32.94 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE North 18 degrees 34 minutes 02 seconds West leaving the westerly line of said McKinney Ranch Parkway, a distance of 21.55 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE North 62 degrees 39 minutes 20 seconds West, a distance of 310.10 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE South 25 degrees 45 minutes 03 seconds West, a distance of 418.30 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE South 89 degrees 24 minutes 04 seconds West, a distance of 532.69 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE South 00 degree 25 minutes 57 seconds East, a distance of 290.25 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE South 45 degrees 27 minutes 40 seconds East, a distance of 21.20 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner lying on the north line of Stacy Road a 130 feet wide right-of-way;

THENCE South 89 degrees 30 minutes 36 seconds West along the north line of said Stacy Road, a distance of 494.03 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner lying on the west line of said 420.49 acre tract, and the east line of the aforementioned F.M. 720;

THENCE North 01 degree 19 minutes 21 seconds West along the west line of said 420.49 acre tract and the east line of said F.M. 720, a distance of 488.55 feet to a 5/8 inch iron rod found at the beginning of a non-tangent curve to the left having a radius of 749.41 feet a central angle of 13 degrees 16 minutes 18 seconds, and a chord which bears North 05 degrees 18 minutes 32 seconds East, 173.20 feet;

THENCE along said non-tangent curve to the left, the east line of said F.M. 720 and the west line of said 420.49 acre tract, an arc distance of 173.59 feet to a 5/8 inch iron rod found for corner;

THENCE North 01 degree 19 minutes 21 seconds West continuing along the east line of said F.M. 720 and the west line of said 420.49 acre tract, a distance of 1197.64 feet to a 5/8 inch iron rod found for corner at the beginning of a curve to the right having a radius of 676.19 feet a central angle of 90 degrees 43 minutes 01 second, and a chord which bears North 44 degrees 02 minutes 10 seconds East, 962.24 feet;

THENCE along last mentioned curve to the right and the common line of said F.M. 720 and said 420.49 acre tract, an arc distance of 1070.62 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set on the south line of said F.M. 720;

THENCE North 89 degrees 21 minutes 05 seconds East along the south line of said F.M. 720, a distance of 731.38 feet to the PLACE OF BEGINNING, and containing 3,145,718 square feet or 72.216 acres of land.

EXHIBIT A-1

LEGAL DESCRIPTION OF TOWNHOME LOTS

Lots 1 through 14, inclusive, Block A; Lots 1 through 16, inclusive, Block B; Lots 1 through 18, inclusive, Block C; Lots 1 through 20, inclusive, Block D; and Lots 1 through 13, inclusive, Block E; all in the subdivision known as Stacy Road Townhomes Addition, an addition to the City of McKinney, Texas, as shown on the Record Plat of Stacy Road Townhomes Addition, recorded or to be recorded in the Official Public Records of Collin County, Texas, and being more particularly described on Schedule 1 attached hereto.

SCHEDULE 1

**UNRECORDED PLAT OF THE
STACEY ROAD TOWNHOMES LAND**

[see attached]

SCHEDULE 1

STACY ROAD TOWNSHIPS ADJUNCTION
BY RESIDENTIAL LOTS AND 2 COMMON AREAS
8.870 ACRES

TO HAVE AND TO HOLD unto the said Townships of Stacy Road, in the County of ... State of ... the sum of ... Dollars, to the said ... of the County of ... State of ...

IN WITNESS WHEREOF, the said ... of the County of ... State of ... has hereunto set his hand and seal of office, this ... day of ... A.D. 19...

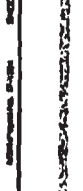
BY: _____
Recorder of Deeds



RECORDED IN BOOK ... PAGE ...
FILED IN ...

STACY ROAD TOWNSHIPS ADJUNCTION
BY RESIDENTIAL LOTS AND 2 COMMON AREAS
8.870 ACRES

TO HAVE AND TO HOLD unto the said Townships of Stacy Road, in the County of ... State of ... the sum of ... Dollars, to the said ... of the County of ... State of ...



RECORDED IN BOOK ... PAGE ...
FILED IN ...

STACY ROAD TOWNSHIPS ADJUNCTION
BY RESIDENTIAL LOTS AND 2 COMMON AREAS
8.870 ACRES



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/02/2018 10:47:07 AM
\$94.00 SCAPELA
20180302000260390

Stacey Kemp