

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

AFTER RECORDING, RETURN TO:  
Barcelona in McKinney Homeowner's Association, Inc.  
c/o Essex Management  
Attn: Ron Corcoran  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

**STATE OF TEXAS                   §**  
**§**  
**COUNTY OF COLLIN               §**

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

THIS SECOND AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCELONA IN MCKINNEY (this "Supplement") is made and entered into as of May 8, 2017, by CTMGT BARCELONA, LLC, a Texas limited liability company ("Declarant").

**PRELIMINARY STATEMENTS**

A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Barcelona in McKinney, dated April 22, 2014, recorded on April 23, 2014 as Document No. 20140423000391950 in the Official Public Records of Collin County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Barcelona in McKinney, dated September 3, 2014, recorded on September 4, 2014 as Document No. 20140904000958260 in the Official Public Records of Collin County, Texas (as amended, the "Declaration").

B. In accordance with the terms of the Declaration, including, without limitation, Section 14.1 and Section 14.2 thereof, the Declarant may, at any time and from time to time, add additional lands to the Property (as defined in the Declaration) upon the filing of a Supplemental Declaration (as defined in the Declaration), and Declarant may subject such additional lands to additional covenants and easements, and supplement, create exceptions to or otherwise modify the terms of the Declaration as it applies to such additional lands by such Supplemental Declaration.

C. The Declarant desires to annex the 29.214 acres of real property as shown on the Record Plat of Barcelona Addition, Phase II, recorded on May 2, 2017 as Document No. 20170502010002170, Cabinet 2017, Slide 351, in the Official Public Records of Collin County, Texas (the "Phase II Land") and the Declarant desires to annex the 8.877 acres of real property

as shown on the Record Plat of Stacy Road Townhomes Addition, recorded on May 8, 2017 as Document No. 20170508010002260 in the Official Public Records of Collin County, Texas, and being more particularly described on **Schedule 1** attached hereto (the “Stacey Road Townhomes Land”; the Phase II Land and the Stacey Road Townhomes Land being herein collectively referred to as the “Additional Land”), which Additional Land includes (without limitation) certain Common Properties described on **Exhibit C** attached hereto and incorporated herein by reference, certain Lots to be developed with detached single family homes (the “Detached Lots”), which Detached Lots are more specifically described and/or depicted on **Exhibit B** attached hereto and incorporated herein by reference, and Lots to be developed as zero lot line lots with townhome improvements (the “Townhome Lots”) as such Townhome Lots are more specifically described and/or depicted on **Exhibit A-1** attached hereto and incorporated herein by reference, and Declarant executes and records this Supplement as evidence of its approval of inclusion and annexation of the Additional Land into the Property subject to the Declaration and establish additional covenants, easements and/or modifications to certain terms of the Declaration with respect to the Townhome Lots within the Additional Land.

D. The Declarant intends that the Additional Land be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of the Declaration will apply to the Additional Land, except as otherwise modified herein with respect to the Townhome Lots, and Declarant desires to amend the Declaration to include such Additional Land within the Property and to subject the Townhome Lots to additional covenants, easements and modified terms of the Declaration, as more specifically set forth in the terms of this Supplement.

NOW, THEREFORE, Declarant does hereby adopt this Supplement as follows:

1. **Definitions.** Unless otherwise defined in this Supplement, 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. **Additional Land Subject to Declaration.** In accordance with the provisions of the Declaration, including, without limitation, Section 14.1 thereof, the Declarant does hereby amend the Declaration to include the Additional Land as part of the Property subject to the Declaration and the terms hereof, with such Additional Land developed or to be developed as Lots and/or Common Properties, in accordance with a Plat or Plats approved or to be approved and recorded in the Official Public Records of Collin Country, Texas. In this regard, the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Lots and Common Properties upon the Additional Land, as modified with respect to the Townhome Lots by this Supplement, and declares that Additional Land and all portions thereof are and shall be held, transferred, used, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Additional Land as set forth in this Supplement (and subject to modification to the applicable terms of the Declaration with respect to the Townhome Lots). Each Lot within the Additional Land shall be subject to the use restrictions and architectural controls as provided in the Declaration that apply to such Lots, as modified by this Supplement with respect to the

Townhome Lots, and any residence or other improvement or structure constructed thereon. *Exhibit A* attached to the Declaration is hereby modified and amended to add to the land originally described on such *Exhibit A*, the Additional Land as if same was originally included in the Declaration.

3. Amendments Applicable to Townhome Lots. Notwithstanding Paragraph 2 above, the following amendments shall be made to the Declaration with respect to the Townhome Lots within the Additional Land such that the Townhome Lots will be subject to the terms of the Declaration, as modified by the following:

a. *Additional Defined Terms.*

(i) Article I of the Declaration is hereby modified and amended to add a new subsection (s) to include “Townhome Lots” as an additional defined term, as follows:

“(s) “Townhome Lots” shall mean and refer to the Lots described on Exhibit A-1 attached hereto and incorporated herein by reference, being described in the Applicable Zoning as “Zero-Lot Line Houses” with minimum side yard setback of 0’ with 10’ minimum building separation requirement.”

(ii) Article I of the Declaration is hereby modified and amended to add a new subsection (t) to include “Applicable Zoning” as an additional defined term, as follows:

“(t) “Applicable Zoning” means and refers to Ordinance No. 2007-08-072 passed and approved by the City Council of the City of McKinney, Texas on August 6, 2007, and any modifications, amendments or supplements thereto, together with any other zoning ordinance of the City that are or may be applicable to the Property.”

b. *Residential Use.* The Declarant does hereby amend Section 2.1 of the Declaration to read in its entirety as follows:

“Section 2.1 Residential Use.

“The Property shall be used for single-family residential purposes and home office only. Without the express written approval and consent of the Architectural Control Committee as required herein, no building or other structure shall be erected, altered, placed or permitted to remain on any Townhome Lot other than single-family residences in accordance with Applicable Zoning which may not exceed three (3) stories in height, and a private garage serving the residence on such Lot as provided in Section 2.3 below. Any building or structure to be placed or constructed on a Lot is subject to approval in writing by the Architectural Control Committee under Article III.”

- c. *Townhome Lot Maintenance and Maintenance of Improvements within Townhome Lots.* The Declarant does hereby amend Sections 5.1 and 5.2 of the Declaration as follows:

“Section 5.1 Townhome Lot Maintenance. After the installation of the landscaping on a Townhome Lot by a builder, the Association shall thereafter maintain the yard areas that are part of the Areas of Common Responsibility (as defined below) within such Townhome Lot in a sanitary and attractive manner, including adequate watering and replacement of dead vegetation and trees, and shall edge the street curbs that run along the Townhome Lot boundary lines. The Owner of the Townhome Lot shall maintain any yard areas not included in the Area of Common Responsibility within such Townhome Lot in a sanitary and attractive manner, including adequate watering and immediate replacement of dead vegetation and trees. Any portion of yard, whether or not an Area of Common Responsibility, must be kept mowed and trimmed at regular intervals so as to maintain the Townhome Lot in a neat and attractive manner. No vegetables shall be grown in any portion of a Townhome Lot yard that faces a street or which is an Area of Common Responsibility. Grass shall not be permitted to grow to a height of greater than six inches (6") upon any Townhome Lot. The Association is hereby granted an easement over each Townhome Lot for the purposes of performing the maintenance obligations under this Section 5.2.

“Section 5.2 Maintenance of Improvements. The Association shall maintain, repair and replace all improvements within a Townhome Lot that are part of the Areas of Common Responsibility and keep such improvements in good condition and repair. Each Owner of a Townhome Lot shall maintain the exterior of all buildings, fences, walls and other improvements on his/her Townhome Lot that are not part of the Areas of Common Responsibility in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. All fences shall be kept neat, clean and in good repair. Any fence which is damaged, leaning, or otherwise not in good repair shall be immediately repaired by Owner or the Association, as applicable. The Association is hereby granted an easement over each Townhome Lot for the purposes of performing the maintenance obligations under this Section 5.3.”

- d. *Area of Common Responsibility and Easement for Maintenance.* Article V of the Declaration is hereby modified and amended to add a new Section 5.3 as follows:

“Section 5.3 Area of Common Responsibility. The following each constitute an “Area of Common Responsibility” (herein so called) within a Townhome Lot to be maintained by the Association:

“(a) Surface Water Drainage Systems. All aspects of surface water drainage on a Townhome Lot are to be maintained by the Association, including collection drains and drain systems notwithstanding, any surface water drainage, collection drains and drain systems that are privately owned or operated shall be excluded and shall be the sole responsibility of the Owner to maintain.

“(b) Front Lawns (if any). All trees, shrubs and lawns on a Townhome Lot outside of fenced areas are maintained by the Association, including irrigation system and replacement of dead plants and vegetation. The foregoing applies only to the area outside of fenced in areas between the dwelling on the Townhome Lot and the adjacent public street. No synthetic turf of any kind is allowed in the front, back or side portions of any lawn.

“(c) Areas Relating to Dwellings on Townhome Lots. The shingles, flashing, decking, felt/tarpaper and parapet portions of the roof of a dwelling and the outermost materials only, such as siding, stucco and brick, and any coatings or surface treatments on the material, such as paint or sealant of exterior walls of the dwelling constructed on a Townhome Lot shall be maintained by the Association. All other aspects of the roof and exterior walls of dwellings on a Townhome Lot shall be the responsibility of an Owner to maintain.

“(d) Additional Areas of Common Responsibility. The Association, acting through its Board, has the right but not the duty to designate, from time to time, portions of Townhome Lots or dwellings thereon as Areas of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association as a Townhome Common Expense (as hereinafter defined). A designation applies to every Townhome Lot having the designated feature. The cost of maintaining components of Townhome Lots or dwellings thereon as Areas of Common Responsibility is added to the annual budget and assessed uniformly against all Townhome Lots as part of the Townhome Lot Additional Assessment, unless the Board determines such maintenance benefits some but not all Townhome Lots and thereby decides to assess the costs as individual special assessments.

“Without limiting the foregoing, the Areas of Common Responsibility are more specifically set forth on Exhibit “D” attached hereto and incorporated herein by reference (the “Townhome Maintenance Responsibility Chart”).”

- e. *Party Walls*. Article V is hereby modified and amended to add a new Section 5.4 as follows:

“Section 5.4 Party Walls. (a) The wall of a dwelling on a Townhome Lot located on or near the dividing line between two Townhome Lots and intended to benefit both Townhome Lots constitutes a “Party Wall” (herein so called) and, to the extent not inconsistent with the provisions of this Section, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

“(b) If the Party Wall is on one Townhome Lot or another due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each dwelling on a Townhome Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Townhome Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

“(c) If the Party Wall is damaged or destroyed from any cause, the Owner of either Townhome Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Townhome Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall.

“(d) The Owners of the adjoining Townhome Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the county’s Real Property Records, and has the right to foreclose the lien as if it were a mechanic’s lien. The right of an Owner to contribution from another Owner under this Section is appurtenant to the land and passes to the Owner’s successors in title.

“(e) The Owner of a Townhome Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Townhome. Unless both Owners reach a mutual decision to the contrary, the Party Wall will always remain in the same location as where initially erected.”

- f. *Purpose of Assessments.* Section 10.2 of the Declaration is hereby modified and amended to add that the assessments levied by the Association shall additionally be used toward the repair, replacement and maintenance of improvements within the Areas of Common Responsibility for Townhome Lots (the “Townhome Common Expenses”).
- g. *Assessments.* (i) The Declarant does hereby amends Sections 10.3 of the Declaration to include as part of the annual assessment levied against each Townhome Lot an additional amount calculated based on the total annual Townhome Common Expenses of the Association reflected in the budget approved by the Board, divided by the total number of Townhome Lots within the

Property (the "Townhome Lot Additional Assessment"). The Board of Directors shall set the amount of the Townhome Lot Additional Assessment based on the Townhome Common Expenses in the budget adopted and approved annually by the Board. The initial Townhome Lot Additional Assessment, which shall be in addition to the annual assessment applicable to all Lots in the Property (including Townhome Lots) shall be NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per Townhome Lot per year. The Townhome Lot Additional Assessment shall be levied and assessed against each Townhome Lot only. Notwithstanding anything to the contrary contained in the Declaration, as amended hereby, the Townhome Lot Additional Assessment (i) may be increased annually by the Board by an amount up to twenty percent (20%) above the maximum Townhome Lot Additional Assessment for the previous year without a vote of the membership taken in accordance with Section 10.3.2 of the Declaration, and (ii) may be increased by an amount in excess of twenty percent (20%) above the maximum Townhome Lot Additional Assessment for the previous year by the affirmative vote of at least sixty percent (60%) of the votes of the Association Members who are Townhome Owners only, voting in person or by proxy, at a meeting duly called for such purpose, at which quorum is present, it being hereby understood that no Owners or Members of the Association that do not own Townhome Lots shall be given weight or authority to vote on an increase of the Townhome Lot Additional Assessment.

(ii) Notwithstanding anything to the contrary contained in the Declaration, as amended hereby, the Board may levy a special individual assessment against at least one or more, but less than all, Owner(s) of Townhome Lots for maintenance or repairs to any Townhome(s) or Areas of Common Responsibility, owned by such Owner(s) or which Owner(s) caused the necessity for such maintenance or repairs, as deemed necessary or appropriate by the Board of the Association.

(iii) An Owner of a Townhome Lot shall be liable and subject to special individual assessments, interests and/or fines imposed on such Owner by the Association pursuant to Section 10.6 in the same manner as any other Owner.

(iv) The Association may levy in any assessment year a special assessment against the Townhome Lots to pay all costs of (A) any insurance deductible following an event of casualty, (B) to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient, to pay cost of any damage or loss requiring maintenance, repairs or replacement of improvements within the Townhomes or Areas of Common Responsibility, and/or (C) to pay any additional insurance premiums charged to the Association to procure and/or maintain insurance coverages on the Townhomes and Townhome Lots by the Association as required by the Declaration.

"Section 10.7 Uniform Rate of Assessments.

“The Townhome Lot Additional Assessment shall be fixed at a uniform rate for all Townhome Lots. All annual assessments that do not constitute the Townhome Lot Additional Assessment, and all special assessments (excepting therefrom individual assessments) shall be fixed at a uniform rate for all Lots (including Townhome Lots).”

h. *Design Guidelines.* (i) The Declarant does hereby amend Section 1.1 of the Design Guidelines attached as Exhibit “C” to the Declaration as it pertains to Townhome Lots to continue the same minimum requirements set forth under Section 1.1.1 relating to Sod and Section 1.1.3 relating to Shrubbery and Planting Beds, but to remove the requirements set forth under Section 1.1.2 Trees.

(ii) The Elevation and Brick Usage requirements and restrictions set forth in Section 2.5 of the Design Guidelines attached as Exhibit “C” to the Declaration shall not apply to any dwellings constructed on the Townhome Lots; provided that all dwellings constructed on the Townhome lots shall comply with requirements and restrictions of the City of McKinney, Texas, including, without limitation, any requirements and restrictions under Applicable Zoning.

(iii)

i. *Exhibit A-1.* The Declaration is hereby modified and amended to add as an additional Exhibit A-1, the description of Townhome Lots attached hereto as Exhibit A-1 and incorporated herein by reference.

4. Amendments Applicable to all Lots. Notwithstanding Paragraph 2 and 3 above, the following amendments shall be made to the Declaration with respect to all Lots within the Land and the Additional Land such that all Lots will be subject to the terms of the Declaration, as modified by the following:

a. *Mailboxes and Address Blocks.* The Declarant does hereby amend Section 2.9 to read in its entirety as follows:

“Section 2.9 Mailboxes and Address Blocks.

“Individual mailboxes (if permitted) and cluster mailboxes shall be standardized throughout Barcelona in McKinney and shall be constructed in accordance with the Design Guidelines. An address block shall be installed on the front facade of each residence. If permitted by the United States Postal Service, residences may maintain individual brick mailboxes constructed in accordance with the Design Guidelines and any requirements of the United States Postal Service or governmental authority, which individual brick mailboxes shall serve a particular residence constructed on a Lot. Unless otherwise permitted by the United States Postal Service, mailboxes for Lots shall be cluster mailboxes of a standardized design approved in writing by the Architectural Control Committee prior to installation and shall conform to any applicable requirements of the City, the



United States Postal Service or other applicable governmental authority, and shall be constructed in accordance with applicable Design Guidelines.

“In the event that any cluster mailbox installed in the Subdivision requires maintenance, replacement or repairs, such maintenance, replacement and/or repairs shall be performed by the Association and the costs and expenses incurred by the Association in connection therewith shall be charged on a pro rata basis (based on the total number of mailbox units within such cluster mailbox) as a special individual assessment to the Owners with mailbox units within the cluster mailbox that has been maintained, repaired and/or replaced.”

- b. *Minimum Floor Area.* The Declarant does hereby amend Section 2.6 to add the following two (2) sentences to the end of Section 2.6:

“The total air-conditioned living area of the Dwellings constructed on each of the Lots (other than Townhome Lots) with a width being approximately forty feet (40’) (but not greater than 50 feet wide) measured at the front building setback line (the “40’ Lots”), which 40’ Lots include (without limitation) the Lots described as Lots 1-14, Block J and Lots 1-21, Block M in Phase II of the Subdivision, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be no less than the greater of (i) 1,500 square feet, or (ii) the minimum number of square feet permitted under Applicable Zoning. The total air-conditioned living area of the Dwellings constructed on each of the Townhome Lots, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be no less than the square footage permitted under Applicable Zoning.”

- c. *Design Guidelines.* Section 1.3 of the Design Guidelines is hereby modified and amended to read in its entirety as follows with respect to the Lots:

“SECTION 1.3 MAIL BOXES:

“1.3.1 Standard Mail Boxes: If permitted by the United States Postal Service, residences may maintain black metal mail boxes, doubles or singles, Brandon # DAC46AM949X details indicated in Exhibit Attachment 1.3.1.1 of the original Declaration. **Unless otherwise permitted by the United States Postal Service and the Declarant, mailboxes for all Lots shall be cluster mailboxes.**

“1.3.2 Mail Box Location: If permitted, any single or double mailboxes serving a single or two adjacent residence(s) on a Lot or adjacent Lots shall be located on the front corner of a Lot served by such mail box between the sidewalk and the street approximately 1 foot inside the property line and situated in such a manner that it may additionally serve the neighboring Lot. Cluster mailboxes utilized by the Lots shall be located as and where required by the United States Postal Service or as otherwise approved by the Architectural Control Committee.”

5. Membership and Voting Rights. Each Owner of a Lot within the Additional Land shall automatically be, and must remain, a Member of the Association so long as such person or entity is an Owner, as provided in the Declaration.

6. Assessments. Each Owner of a Lot within the Additional Land, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, assessments as provided in the Declaration, and modified and amended by this Supplement. An assessment lien is created and reserved in favor of the Association to secure collection of the assessments as provided in the Declaration, as modified and amended by this Supplement. Notwithstanding the special provision set forth in Paragraph 3 herein as it relates to Townhome Lots, until and unless otherwise determined by the Board of Directors of the Association, the annual assessment for Lots in the Additional Land shall be the same as that charged to all other Lots within the Property.

7. No Other Effect. Except as expressly amended by this Supplement solely with respect to the Additional Land, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby solely with respect to the Additional Land, is hereby supplemented and amended by the Declarant and the Additional Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

8. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed  
this 11 day of May, 2017.

**DECLARANT:**

**CTMGT BARCELONA, LLC,**  
a Texas limited liability company

By: **CADG HOLDINGS, LLC,**  
a Texas limited liability company

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

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

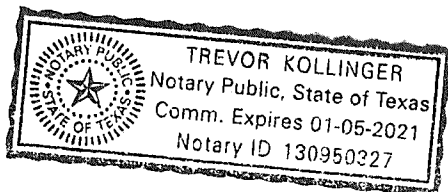
By:   
Mehrdad Moayed  
Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on this 11 day of May, 2017, by Mehrdad Moayed, the manager of 2M Ventures, LLC, a Delaware limited liability company, the manager of MMM Ventures, LLC, a Texas limited liability company, the manager of CADG Holdings, LLC, a Texas limited liability company, the sole member of **CTMGT BARCELONA, LLC**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability companies, and in the capacity therein stated.

Notary Public, State of Texas

[SEAL]

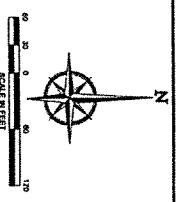


**SCHEDULE 1**

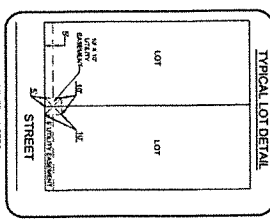
**UNRECORDED PLAT OF THE  
STACEY ROAD TOWNHOMES LAND**

[see attached]

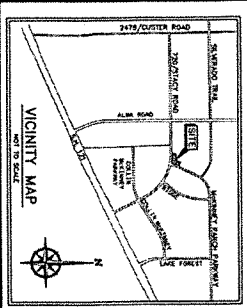
**SCHEDULE 1**



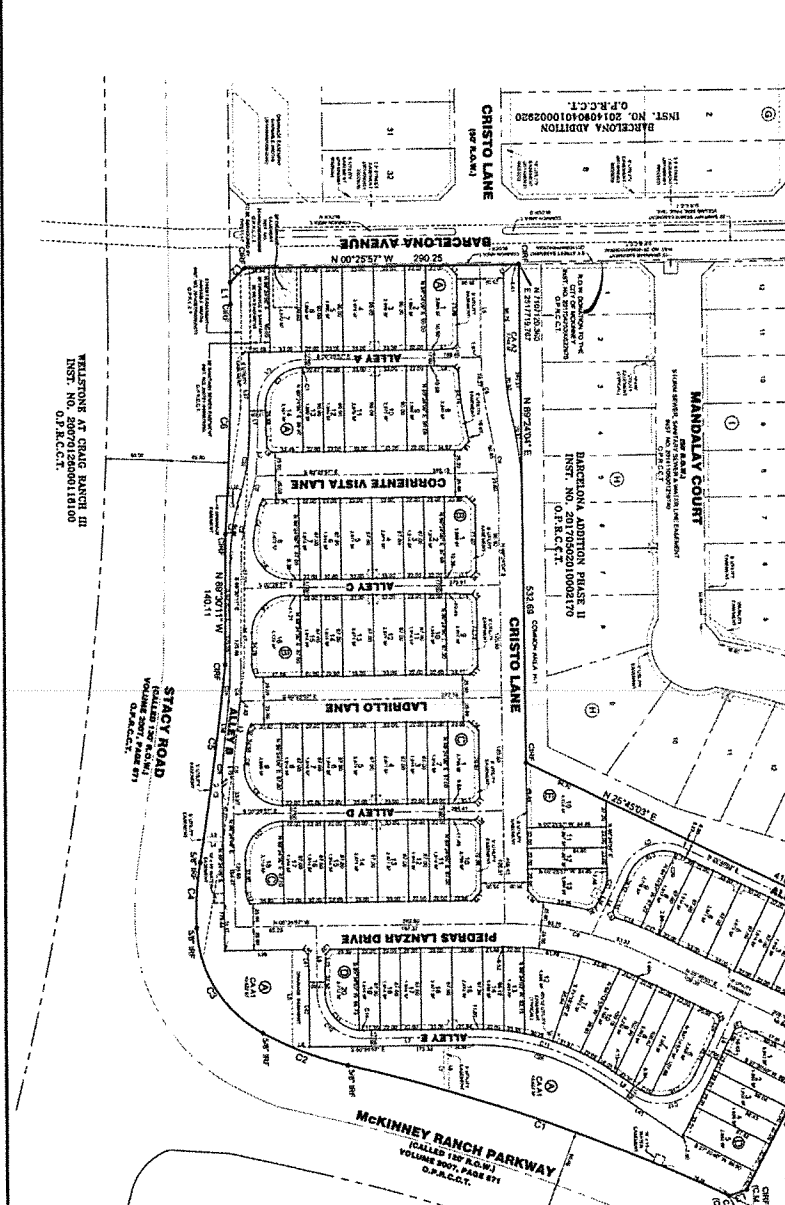
Legend of Symbols & Abbreviations  
 C & L 1 CONTROLLING DOCUMENT  
 S & A 1 SURVEY AND ADJUSTMENT  
 S 1 SURVEY  
 A 1 ADJUSTMENT  
 AC 1 ACRES  
 VOL 1 VOLUME  
 PG 1 PAGE  
 NO 1 NUMBER  
 R.S.W. 1 RECORD OF SURVEY  
 P.C.T. 1 PUBLIC RECORDS COUNTY TEXAS  
 O.P.R.C.C.T. 1 OFFICIAL PUBLIC RECORDS COUNTY TEXAS



1. THE MAP OF RECORDATION AND SURVEY IS THE FINAL AND AUTHENTIC DOCUMENT AND SHALL BE THE BASIS FOR THE DETERMINATION OF THE RIGHTS OF THE PARTIES TO THE SAME.
2. ALL CORNER MARKS SHALL BE PLACED IN ACCORDANCE WITH THE SURVEYING CODE OF THE STATE OF TEXAS.
3. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF SURVEYING AND MAPPING.
4. ALL PERMITTED LOT SPLITTING SHALL BE IN ACCORDANCE WITH THE CITY OF MCKINNEY ORDINANCES.
5. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF SURVEYING AND MAPPING.
6. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF SURVEYING AND MAPPING.
7. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF SURVEYING AND MAPPING.
8. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF SURVEYING AND MAPPING.
9. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF SURVEYING AND MAPPING.
10. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF SURVEYING AND MAPPING.



LOT NO.	ACRES	AREA	PERCENTAGE	ADJACENT LOTS
1	0.12	6,534	0.12%	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



**STACY ROAD TOWNHOMES ADDITION**  
 81 RESIDENTIAL LOTS AND 3 COMMON AREAS  
 8.870 ACRES

RECORD PLAT

STANDARD INSTRUMENT NO. 540  
 IN THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

DATE: 02-07-2017

MAP: 11-17-17A

SHEET 1 OF 2

Surveyor's signature and seal.

WESTERN RIVER TOWNHOMES  
 INST. NO. 2014-7 L.P.  
 O.P.R.C.C.T.

LINE	BEARING	DISTANCE	POINT OF BEGINNING	COMPOUND BEARING	COMPOUND DISTANCE
1	N 89° 59' 54" W	11.20			
2	S 89° 59' 54" W	11.20			
3	N 89° 59' 54" W	11.20			
4	S 89° 59' 54" W	11.20			
5	N 89° 59' 54" W	11.20			
6	S 89° 59' 54" W	11.20			
7	N 89° 59' 54" W	11.20			
8	S 89° 59' 54" W	11.20			
9	N 89° 59' 54" W	11.20			
10	S 89° 59' 54" W	11.20			
11	N 89° 59' 54" W	11.20			
12	S 89° 59' 54" W	11.20			
13	N 89° 59' 54" W	11.20			
14	S 89° 59' 54" W	11.20			
15	N 89° 59' 54" W	11.20			
16	S 89° 59' 54" W	11.20			
17	N 89° 59' 54" W	11.20			
18	S 89° 59' 54" W	11.20			
19	N 89° 59' 54" W	11.20			
20	S 89° 59' 54" W	11.20			
21	N 89° 59' 54" W	11.20			
22	S 89° 59' 54" W	11.20			
23	N 89° 59' 54" W	11.20			
24	S 89° 59' 54" W	11.20			
25	N 89° 59' 54" W	11.20			
26	S 89° 59' 54" W	11.20			
27	N 89° 59' 54" W	11.20			
28	S 89° 59' 54" W	11.20			
29	N 89° 59' 54" W	11.20			
30	S 89° 59' 54" W	11.20			
31	N 89° 59' 54" W	11.20			
32	S 89° 59' 54" W	11.20			
33	N 89° 59' 54" W	11.20			
34	S 89° 59' 54" W	11.20			
35	N 89° 59' 54" W	11.20			
36	S 89° 59' 54" W	11.20			
37	N 89° 59' 54" W	11.20			
38	S 89° 59' 54" W	11.20			
39	N 89° 59' 54" W	11.20			
40	S 89° 59' 54" W	11.20			
41	N 89° 59' 54" W	11.20			
42	S 89° 59' 54" W	11.20			
43	N 89° 59' 54" W	11.20			
44	S 89° 59' 54" W	11.20			
45	N 89° 59' 54" W	11.20			
46	S 89° 59' 54" W	11.20			
47	N 89° 59' 54" W	11.20			
48	S 89° 59' 54" W	11.20			
49	N 89° 59' 54" W	11.20			
50	S 89° 59' 54" W	11.20			
51	N 89° 59' 54" W	11.20			
52	S 89° 59' 54" W	11.20			
53	N 89° 59' 54" W	11.20			
54	S 89° 59' 54" W	11.20			
55	N 89° 59' 54" W	11.20			
56	S 89° 59' 54" W	11.20			
57	N 89° 59' 54" W	11.20			
58	S 89° 59' 54" W	11.20			
59	N 89° 59' 54" W	11.20			
60	S 89° 59' 54" W	11.20			
61	N 89° 59' 54" W	11.20			
62	S 89° 59' 54" W	11.20			
63	N 89° 59' 54" W	11.20			
64	S 89° 59' 54" W	11.20			
65	N 89° 59' 54" W	11.20			
66	S 89° 59' 54" W	11.20			
67	N 89° 59' 54" W	11.20			
68	S 89° 59' 54" W	11.20			
69	N 89° 59' 54" W	11.20			
70	S 89° 59' 54" W	11.20			
71	N 89° 59' 54" W	11.20			
72	S 89° 59' 54" W	11.20			
73	N 89° 59' 54" W	11.20			
74	S 89° 59' 54" W	11.20			
75	N 89° 59' 54" W	11.20			
76	S 89° 59' 54" W	11.20			
77	N 89° 59' 54" W	11.20			
78	S 89° 59' 54" W	11.20			
79	N 89° 59' 54" W	11.20			
80	S 89° 59' 54" W	11.20			
81	N 89° 59' 54" W	11.20			
82	S 89° 59' 54" W	11.20			
83	N 89° 59' 54" W	11.20			
84	S 89° 59' 54" W	11.20			
85	N 89° 59' 54" W	11.20			
86	S 89° 59' 54" W	11.20			
87	N 89° 59' 54" W	11.20			
88	S 89° 59' 54" W	11.20			
89	N 89° 59' 54" W	11.20			
90	S 89° 59' 54" W	11.20			
91	N 89° 59' 54" W	11.20			
92	S 89° 59' 54" W	11.20			
93	N 89° 59' 54" W	11.20			
94	S 89° 59' 54" W	11.20			
95	N 89° 59' 54" W	11.20			
96	S 89° 59' 54" W	11.20			
97	N 89° 59' 54" W	11.20			
98	S 89° 59' 54" W	11.20			
99	N 89° 59' 54" W	11.20			
100	S 89° 59' 54" W	11.20			

OWNER'S CERTIFICATE

STATE OF TEXAS }
COUNTY OF COLLIN }

THAT, THE CHOC MOOREY TH, LLC (the owner of a part of land situated in the County of Collin, Texas and known as the 'Subject Property')...

THENCE, containing along the western line of said Highway 2900 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF COLLIN }

THAT, THE CHOC MOOREY TH, LLC (the owner of a part of land situated in the County of Collin, Texas and known as the 'Subject Property')...

THENCE, containing along the western line of said Highway 2900 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF COLLIN }

THAT, THE CHOC MOOREY TH, LLC (the owner of a part of land situated in the County of Collin, Texas and known as the 'Subject Property')...

THENCE, containing along the western line of said Highway 2900 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF COLLIN }

THAT, THE CHOC MOOREY TH, LLC (the owner of a part of land situated in the County of Collin, Texas and known as the 'Subject Property')...

THENCE, containing along the western line of said Highway 2900 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the north line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the east line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the south line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

THENCE, containing along the west line of said Street 100 feet and with and contained corner containing to the right with a radius of 120.00 feet...

Approved and Accepted
City Manager
City of McKinney, Texas
Date 5/11/11

THAT, THE CHOC MOOREY TH, LLC (the owner of a part of land situated in the County of Collin, Texas and known as the 'Subject Property')...



RECORD PLAT
STACY ROAD TOWNHOMES ADDITION
81 RESIDENTIAL LOTS AND 3 COMMON AREAS
8.870 ACRES
SITUATED IN THE
GEORGE F. LUCKAS SUBDIVISION, TRACT NO. 800
IN THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS
Name:
MADDOX STEVENSON &
HARRINGTON INC.
1400 Village Lakes Blvd.
Ft. Worth, Texas 76114
Date: 05/11/2011
10171 5424294
05-02-2011 MSN Printed No. 11-1178 SHEET 2 OF 2

**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.

**Exhibit A-1**

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF ADDITIONAL LAND - DETACHED LOTS**

Lots 1 through 8, inclusive, Block A; Lots 1 and 2, Block B; Lots 23 through 37, inclusive, Block D; Lots 1 through 15, inclusive, Block H; Lots 1 through 12, inclusive, Block I; Lots 1 through 14, inclusive of Block J; Lots 15 through 20, inclusive, Block J; Lots 1 through 8, inclusive, Block K; Lots 1 through 27, Block L; Lots 1 through 21, inclusive, Block M; and Lots 1 through 10, inclusive, Block S; all in the subdivision known as Barcelona Addition, Phase II, an addition to the City of McKinney, Texas, as shown on the Record Plat of Barcelona Addition, Phase II, recorded on recorded on May 2, 2017 as Document No. 20170502010002170, Cabinet 2017, Slide 351, in the Official Public Records of Collin County, Texas; and

Exhibit B



## EXHIBIT C

### LEGAL DESCRIPTION OF ADDITIONAL LAND – COMMON PROPERTIES

Common Area A-1; Common Area B-1; Common Area H-1; Common Area K-1; Common Area T-1; Common Area U; and Common Area V, all in the subdivision known as Barcelona Addition, Phase II, an addition to the City of McKinney, Texas, as shown on the Record Plat of Barcelona Addition, Phase II, recorded on recorded on recorded on May 2, 2017 as Document No. 20170502010002170, Cabinet 2017, Slide 351, in the Official Public Records of Collin County, Texas; and

Common Area (43621 SF.) and Common Area A-2 (2744 SF.), each 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.

Exhibit C

**EXHIBIT "D"**

**BARCELONA IN MCKINNEY HOMEOWNER'S ASSOCIATION**

**Townhome Maintenance Responsibility Chart**

"all aspects" includes maintenance, repair and replacement, as needed"

<b>Component of Property</b>	<b>Area of Common Responsibility</b>	<b>Owner Responsibility</b>
Roofs	Shingles, flashing, decking, felt/tarpaper and parapet	all other aspects, including roof top deck finished surface
Roof-mounted attachments	None	All aspects
Exterior vertical walls of Townhome Buildings, other exterior features of Townhome Buildings not specifically listed in chart	Outermost materials only, such as siding, stucco and brick, and any coatings or surface treatments on the material, such as paint or sealant	All other aspects, including wall cavities and insulation
Townhome Building foundations, patio slabs and A/C slabs	None	All aspects, including tolerance for minor cracks that are inevitable results of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete and settling of the Townhome Building
Concrete driveways and sidewalks	All structural aspects	Routine cleaning and tolerance for minor cracks that are inevitable results of the natural expansion and contraction of soil, shrinkage during the curing of the concrete and settling of the Townhome Building
Retaining walls	All aspects	None
Displays of street numbers on exterior doors or Townhome Building surfaces	All aspects	None
Gutters and downspouts	All aspects	None
Grounds – outside the fenced yards (if any).	All aspects	None
Yard irrigation system (sprinkler)	All aspects	None
Exterior light fixtures on Townhome Buildings	None	All aspects

**Exhibit D**

Component of Property	Area of Common Responsibility	Owner Responsibility
Garages	None	All aspects. Includes routine interior cleaning, interior wall and ceiling materials, garage door, pedestrian door, automatic garage door opener, remote controls, interior light fixture, interior electrical outlets.
Insulation and weather-stripping	None	All aspects
Chimneys and fireplaces	None	All aspects
Fences and gates around private Townhome yards ( if any)	None	All aspects
Townhome interiors, including improvements, fixtures, partition walls and floors within Townhome	None	All aspects including but not limited to all electrical and plumbing components
Sheetrock in Townhomes (walls and ceilings) and treatments on walls	None	All aspects
Improvements and grounds in private patio/yards	None	All aspects
Exterior doors of Townhomes	None	All aspects of the garage door and doors that open, and all other aspects of any doors (whether or not they open), including paint, door frame, door, glass panes, hardware, locks, peep-holes, thresholds, weather stripping and doorbells
Windows	Periodic exterior caulking and cleaning of windows on the second story of the Townhomes or above ONLY	All other aspects of windows, including exterior caulking and cleaning of windows on the first story, and for all windows (whether first story or above), the window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing, interior caulking

**Exhibit D**

Component of Property	Area of Common Responsibility	Owner Responsibility
Water, sewer, electrical lines and systems	None for lines and systems serving the Lots	All aspects of lines and systems serving the Lot; All aspects of lines and systems extending from the interior of the Townhome , including, without limitation, water spigots or hose bibs coming from the interior wall of a Townhome out.
Heating and cooling systems and water heaters	None	All aspects
Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment	None	All aspects
Cable for television or Internet	Standards for location and appearance of cable and/or conduit	All other aspects
Television Antennas and satellite dishes	Standards for location and appearance of exterior-mounted devices	All other aspects

Note 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

Note 2: If the Owner is responsible for a component of the Townhome Building that is shared with one or more other Townhomes in the Townhome Building, such as roof trusses and the foundation, the responsibility is shared by the Owners of all the Townhomes in the Townhome Building. If the Owners of the Townhomes in the Townhome Building cannot agree on an equitable division of the costs based on the circumstances, the division will be equal among the Townhomes although one Townhome may be more affected than the others. If the Owners of the Townhomes cannot agree on any aspect of maintenance that requires their joint participation, the matter will be decided by a 3-person ad hoc committee appointed by the Board.

Note 3: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

Note 4: This Maintenance Responsibility Chart may be revised by the Association at any time and from time to time at the sole discretion of the Declarant or a majority vote of the Board. A revised Chart must be done by Resolution of the Board. **Revisions to the Maintenance Chart must be provided to the Owners by delivering a copy of the revised Chart to Owners by U.S. mail and if applicable, posted to the Association's website.**

**Exhibit D**



*Stacey Kemp*