SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE AT FRISCO LAKES

STATE OF TEXAS

§

COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes was executed by Pulte Homes of Texas, L.P., as Declarant, and filed of record on March 27, 2006, as Instrument No. 2006-34621 in the Official Public Records of Denton County, Texas (the "Village at Frisco Lakes Declaration"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on January 22, 2008, and recorded as Instrument No. 2008-6641 of the Official Public Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on October 8, 2008, and recorded as Instrument No. 2008-109874 of the Official Public Records of Denton County, Texas (the "Second Amendment"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on November 1, 2010, and recorded as Instrument No. 2010-9315 of

the Official Public Records of Denton County, Texas (the "Third Amendment"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on February 28, 2011, and recorded as Instrument No. 2011-18186 of the Official Public Records of Denton County, Texas (the "Fourth Amendment"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on January 20, 2012, and recorded as Instrument No. 2012-6192 of the Official Public Records of Denton County, Texas (the "Fifth Amendment"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on April 25, 2012, and recorded as Instrument No. 2012-43146 of the Official Public Records of Denton County, Texas (the "Sixth Amendment"); and

WHEREAS, the Village at Frisco Lakes Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment affect certain tracts or parcels of real property located in Denton County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Properties"); and

WHEREAS, pursuant to and in accordance with the provisions of Article XXI, Section 21.1 of the Village at Frisco Lakes Declaration, Declarant has the right to amend the Village at Frisco Lakes Declaration, without joinder of any person, for any purpose: and

WHEREAS, Pulte Homes of Texas, L.P., ("Declarant") desires to amend certain

provisions of the Village at Frisco Lakes Declaration as evidenced by its duly authorized representative's signature below.

NOW, THEREFORE, the Village at Frisco Lakes Declaration is hereby amended as follows:

- (a) Subsection (b) of Section 8.3 of Article VIII of the Village at Frisco Lakes Declaration is amended to read, in its entirety, as follows:
 - (b) all walls and fences constructed by Declarant on any Lots which serve as perimeter walls for the Properties, or which separate any Lots from Common Area or the Golf Course, or which are exposed to streets classified as "arterials" or "Neighborhood Collectors" under the Planned Development District. Any type of landscaping or other plantings within a Lot and adjacent to said walls or fences is not permitted to exceed three feet (3') in height as may be provided in the Design Guidelines. Provided, however, with respect to all future construction of a Dwelling Unit and the landscaping of a Lot, the Owner or occupant of said Lot must provide a clear space of at least eighteen inches (18") between any fence or wall described herein and any landscaping on the Lot to allow the Association to perform any maintenance or repair duties provided herein. and fences between Lots and Common Area, and Lots and the Golf Course, are considered Party Structures under Section 13.5 The allocation of responsibility for the maintenance and repair of Party Structures for which the Association has any responsibility is set forth in Section 13.5;
- (b) Subsection (b) of Section 9.7 of the Village at Frisco Lakes Declaration is amended [without affecting Subsection (a) or the paragraph following Subsection (b)] to read, in its entirety, as follows:
 - (b) to cover costs incurred in bring the Lot into compliance with the terms of this Declaration, any applicable Supplemental

Declaration, the By-Laws, the Design Guidelines, or rules of the Association, costs incurred to undertake any maintenance or repairs pursuant to Section 13.5 in the event such costs are incurred as a consequence of any act of the Owner or the Owner's negligence, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, their licensees, invitees, or guests; provided, the Association shall give the Lot Owner thirty (30) days prior written notice via certified mail and an opportunity within said thirty (30) day period to request a hearing before levying a Benefited Assessment under this subsection (b).

- (c) Section 12.9 of Article XII of the Village at Frisco Lakes Declaration is amended to read, in its entirety, as follows:
- agents of the Association, including the Covenants Committee if established, shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Lot or Dwelling Unit to (a) perform its maintenance and repair obligations, if any, under Article IV and Section 13.5, and (b) make inspections to ensure compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules. Except in emergencies, entry into a Dwelling Unit shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum interference to the quiet enjoyment to the Owner's property, and any damage caused by the Association shall be repaired by the Association at its expense. The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Declaration, any Supplemental Declaration, the By-Laws, the Design Guidelines, or the rules.
- (d) Section 13.5 of Article XIII of the Village at Frisco Lakes Declaration is amended to read, in its entirety, as follows:

13.5. Party Walls and Party Fences.

Party Structures, as used herein, shall mean and refer to each wall and fence built as a part of the original construction on the Lots:

- (a) any part of which is built upon or straddling the boundary line between two adjoining Lots or between a Lot and the Common Area, or between a Lot and the Golf Course; or
- (b) which is constructed within four feet of the boundary line between adjoining Lots or between a Lot and the Common Area, has no windows or doors, and is intended to serve as a privacy wall for the benefit of adjoining Lots; or
- (c) which, in the reasonable determination of the Board, otherwise serves and/or separates two adjoining Lots or between a Lot and the Common Area, regardless of whether constructed wholly within the boundaries of one Lot.

The owners of the property served by a Party Structure (the "Adjoining Owners") shall own that portion of the Party Structure lying within the boundaries of their respective properties and shall have an easement for use and enjoyment and, if needed, for support, in that portion, if any, of the Party Structure lying within the boundaries of the adjoining property. Each Adjoining Owner shall be responsible for maintaining a property insurance policy on that portion of any Party Structure lying within the boundaries of such Owner's Lot, and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss.

(i) Obligations Where Association Is Not An Adjoining Owner. The responsibility for the repair and maintenance of Party Structures and the reasonable cost thereof shall be shared equally by the Adjoining Owners; provided, however, any Adjoining Owner that is solely responsible for damage to a Party Structure shall be solely responsible for its repair. To the extent damage to a Party Structure from fire, water, soil settlement, or other casualty is not repaired out of the proceeds of insurance, any Adjoining Owner may restore it. If other Adjoining Owners thereafter benefit from the Party Structure, they shall contribute to the restoration cost in equal shares without prejudice to any Adjoining Owners' right to larger contributions from other users under any rule of law. Any

Adjoining Owner's right to contribution from another Adjoining Owner under this Section shall be appurtenant to the land and shall pass to such Adjoining Owner's successors-in-title.

(ii) Obligations Where Association Is An Adjoining Owner or Where The Party Structure is Adjacent to the Golf Course. With respect to Party Structures between Lots and Common Area, or Lots and the Golf Course, the Association shall be responsible for all maintenance and repair thereof, subject to the provisions of Section 9.7 (b) and Section 12.9. The costs incurred by the Association in maintaining and repairing party structures, including wrought iron fencing, pursuant to this Section shall be a Common Expense allocated among all Lots as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the Owner under Section 9.7 (b) in the event the expense is required due to the Owner's negligence or any act of the Owner.

The terms and provisions of the Village at Frisco Lakes Declaration, as amended, are declared to be in full force and effect with respect to the Properties. The purpose of this Seventh Amendment is to modify the terms of the Sixth Amendment such that provisions of the Village at Frisco Lake Declaration, as specifically modified by this Seventh Amendment shall take the place of and control over the provisions of the Village at Frisco Lakes Declaration, as specifically modified by the Sixth Amendment. The provisions of the Village at Frisco Lake Declaration modified by the Sixth Amendment, which were not modified in the Seventh Amendment shall remain in full force and effect. In the event of any conflict between the terms of the Village of Frisco Lakes Declaration, as amended by the Sixth Amendment and the Seventh Amendment, the terms of the Seventh Amendment shall control. The Properties shall continue to be held.

occupied, sold and conveyed subject to the terms and conditions of the Village at Frisco Lakes Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and now this Seventh Amendment, which shall run with title to the Properties, and are binding on all parties having any right, title or interest in and to the Properties or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes to be filed of record with the office of the Denton County Clerk.

DECLARANT:

PULTE HOMES OF TEXAS, L.P.,

a Texas limited partnership

By:

PN I, Inc.,

its General Partner

rax.

Its: // / Finex

STATE OF TEXAS

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April 18, 2014

COUNTY OF DALLAS

me on the

This instrument was acknowledged before me on the

__day of UMNOW_

2013, by <u>SCOH LAYSON</u>, <u>VF OF HAVAYOS</u> of PN I, Inc., as general partner of Pulte Homes Texas, L.P., on behalf of said limited partnership.

JESSICA HERNANDEZ
Notary Public, State of Taxes
My Commission Expires

Notary Public, State of Kexas

EXHIBIT "A"

Land Initially Submitted

THE STATE OF SCANSING

EXHIBIT A: FOR Z#	5	~	TRA	CT	ĭ
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BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE D.
BLANTON SURVEY, ABSTRACT NUMBER 1456, A. SPARKS SURVEY,
ABSTRACT NUMBER 1491, M.E.P. & P. R.R. SURVEY, ABSTRACT NUMBER 919,
DAVID E. LAWHORN SURVEY, ABSTRACT NUMBER 727, B.B.B. & C. R.R.
COMPANY SURVEY, ABSTRACT NUMBER 171 & 179, AND THE A. SMITH
SURVEY, ABSTRACT NUMBER 1194, AND BEING A PORTION OF THOSE
TRACTS OF LAND CONVEYED TO PULTIE HOMES OF TEXAS, L.P.,
ACCORDING TO THE DEED FILED OF RECORD IN DENTON COUNTY CLERK
FILE NUMBER 2004-118342, DEED RECORDS OF DENTON COUNTY, TEXAS,
AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS
FOLLOWS:

BEGINNING AT A POINT FOR THE BEGINNING OF A NON-TANGENT

CURVE TO THE LEFT AT THE "T" INTERSECTION OF

HACKBERRY AND ROSE ROADS;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A DELTA

ANGLE OF 45°07'44", A RADIUS OF 1500.00 FEET, AN ARC LENGTH OF 1181.47 FEET, A CHORD BEARING OF NORTH 67°08'38" EAST, AND A CHORD LENGTH OF 1151.17 FEET

TO A POINT FOR A CORNER:

THENCE, NORTH 44°34'46" EAST, A DISTANCE OF 843.57 FEET TO A

POINT FOR CORNER AT THE BEGINNING OF A CURVE TO

THE RIGHT:

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A DELTA

ANGLE OF 61°38'51", A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 3227.86 FEET, A CHORD BEARING OF NORTH 75°24'12" EAST, AND A CHORD LENGTH OF 3074.40 FEET

TO A POINT FOR A CORNER:

THENCE, SOUTH 73°46'22" EAST, A DISTANCE OF 1070.19 FEET TO A

POINT FOR CORNER AT THE BEGINNING OF A CURVE TO

THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A DELTA

ANGLE OF 16°36'29", A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 869.59 FEET, A CHORD BEARING OF SOUTH 82°04'37" EAST, AND A CHORD LENGTH OF 866.55 FEET

TO A POINT FOR A CORNER:

THENCE,

NORTH 89°37'09" EAST, A DISTANCE OF 501.66 FEET TO A POINT FOR CORNER IN THE CURVING WEST LINE OF F.M HIGHWAY 423;

THENCE

ALONG THE WEST LINE OF SAID F.M. HIGHWAY AND SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 4°03'21", A RADIUS OF 5774.57 FEET, AN ARC LENGTH OF 408.76 FEET, A CHORD BEARING OF SOUTH 03°34"32" EAST, AND A CHORD LENGTH OF 408.67 FEET TO A POINT FOR A CORNER;

THENCE.

SOUTH 05°36'12" EAST, A DISTANCE OF 1148.90 FEET TO A POINT FOR CORNER A THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE

ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2°48'07", A RADIUS OF 5684.58 FEET, AN ARC LENGTH OF 278.00 FEET, A CHORD BEARING OF SOUTH 04°12'09" EAST, AND A CHORD LENGTH OF 277.97 FEET TO A POINT FOR A CORNER;

THENCE,

SOUTH 42°03'26" WEST, A DISTANCE OF 119.00 FEET TO A POINT FOR CORNER;

THENCE.

SOUTH 00°59'27" BAST, A DISTANCE OF 62.00 FEET TO A POINT FOR CORNER;

THENCE,

NORTH $89^{\circ}34'48''$ EAST, A DISTANCE OF 83.99 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE

ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2°36′16″, A RADIUS OF 5684.61 FEET, AN ARC LENGTH OF 258.41 FEET, A CHORD BEARING OF SOUTH 00°00′39″ WEST, AND A CHORD LENGTH OF 258.38 FEET TO A POINT FOR A CORNER,

THENCE.

SOUTH 01°18'48" WEST, A DISTANCE OF 737.20 FEET TO A POINT FOR CORNER;

THENCE.

SOUTH 07*01'26" WEST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;

THENCE,

SOUTH 01°18'48" WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER;

THENCE,	SOUTH 04°23'51" EAST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 01°18'48" WEST, A DISTANCE OF 908.80 FEET TO A POINT FOR CORNER;
THENCE,	WEST, LEAVING THE WEST LINE OF SAID F.M. HIGHWAY, A DISTANCE OF 976.74 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 39°58'45" WEST, A DISTANCE OF 126.03 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 79°52'24" WEST, A DISTANCE OF 100.33 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 36°26'32" WEST, A DISTANCE OF 245.67 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 28°54'57" WEST, A DISTANCE OF 204.99 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 16°56'39" WEST, A DISTANCE OF 135.65 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 08°44'03" EAST, A DISTANCE OF 151.41 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 85°57'48" WEST, A DISTANCE OF 367.25 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 41°31'39" WEST, A DISTANCE OF 113.53 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 73°01'04" WEST, A DISTANCE OF 497.61 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 43°15'58" WEST, A DISTANCE OF 252.15 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 86°41'56" WEST, A DISTANCE OF 224.54 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 25°29'00" WEST, A DISTANCE OF 196.54 FEET TO A POINT FOR CORNER;

THENCE,	SOUTH 36°27'50" WEST, A DISTANCE OF 212.21 FEBT TO A POINT FOR CORNER;
THENCE,	* SOUTH 04°38'07" WEST, A DISTANCE OF 102.70 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 65°26'31" WEST, A DISTANCE OF 184.58 PEET TO A POINT FOR CORNER;
THENCE,	SOUTH 53°52'11" WEST, A DISTANCE OF 205.67 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 67°28'29" WEST, A DISTANCE OF 314.41 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 77°20'45" WEST, A DISTANCE OF 211.45 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 82°20'51" WEST, A DISTANCE OF 423.37 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 68°33'53" WEST, A DISTANCE OF 112,29 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 01°38'47" WEST, A DISTANCE OF 24.43 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 79°31'27" WEST, A DISTANCE OF 1169.59 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 46°44'44" EAST, A DISTANCE OF 1170.60 FEBT TO A POINT FOR CORNER;
THENCE,	SOUTH 84°36'17" WEST, A DISTANCE OF 1099.63 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 58°37'10" WEST, A DISTANCE OF 361.11 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 08°32'24" WEST, A DISTANCE OF 2051.07 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 01°52'51" WEST, A DISTANCE OF 199.24 FEET TO A POINT FOR CORNER;

THENCE,	XXXXXXXX AAAAAAAAAAAAAAA
a arbitali,	NORTH 00°58'32" WEST, A DISTANCE OF 936.34 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 89°53'13" WEST, A DISTANCE OF 501.00 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 02°49'00" EAST, A DISTANCE OF 939.00 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 03°26'06" EAST, A DISTANCE OF 233.00 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 10°23'05" EAST, A DISTANCE OF 1398.27 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 16°55'46" WEST, A DISTANCE OF 130.07 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 67°32'45" WEST, A DISTANCE OF 1301.42 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 26°35'44" WEST, A DISTANCE OF 800.64 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 28°16'16" WEST, A DISTANCE OF 1000.68 FEET TO A POINT FOR CORNER;
THENCE,	NORTH 71°25'42" WEST, A DISTANCE OF 299.96 FEET TO A POINT FOR CORNER;
THENCE,	SOUTH 25°38'10" WEST, A DISTANCE OF 470.96 FEET TO A POINT FOR CORNER IN THE EAST LINE OF SARATOGA ADDITION, AN ADDITION TO DENTON COUNTY, TEXAS, RECORDED IN CABINET C, PAGE 36, PLAT RECORDS OF DENTON COUNTY, TEXAS;
THENCE,	NORTH 60°41'09" WEST, ALONG THE EAST LINE OF SAID ADDITION, A DISTANCE OF 1571.87 FEET TO A POINT FOR CORNER AT THE NORTHEAST CORNER OF THE REPLAT OF SARATOGA ADDITION, SECTION TWO, AN ADDITION TO DENTON COUNTY, TEXAS, AS RECORDED IN CABINET M, PAGE 335, PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE.

SOUTH 89°30'54" WEST, ALONG THE NORTH LINE OF SAID ADDITION, A DISTANCE OF 619.20 FEET TO A POINT FOR CORNER IN THE EAST LINE OF LARIAT;

THENCE,

NORTH 01°15'26" WEST, ALONG A PORTION OF LARIAT TO THE INTERSECTION OF HACKBERRY ROAD, AND CONTINUEING GENERALLY ALONG THE CENTER OF HACKBERRY ROAD, A DISTANCE OF 2634.65 FEET TO A POINT FOR THE INTERSECTION OF THE CENTER OF SAID ROAD, AND FOR A CORNER OF THIS TRACT:

THENCE,

NORTH 89°42'30" EAST, GENERALLY ALONG THE CENTER OF SAID ROAD, A DISTANCE OF 2646.30 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 973.64 ACRES OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 863,21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT "B"

Land Subject to Annexation

ALL THOSE TRACTS OR PARCELS OF LAND located within 2 miles of the property described on Exhibit "A".

CINO SESSORIUM SAINKYSS NOS SI AWYES SHIL

Electronically Filed Document

Denton County Cynthia Mitchell **County Clerk**

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Indirect-

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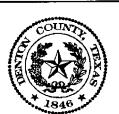
1096008

Processed By:

Jane Kline

******* THIS PAGE IS PART OF THE INSTRUMENT *********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS) COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

