

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF
RECORDING OF DEDICATORY INSTRUMENTS
FOR
FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
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COUNTY OF TARRANT §

The undersigned, as attorney for Fort Worth Stone Creek Ranch Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

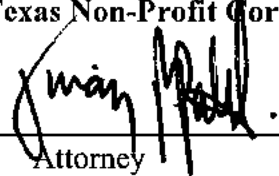
1. ***Policy Establishing the Composition of the Architectural Review Authority (Exhibit A-1);***
2. ***Policy Resolution of the Board of Directors of Fort Worth Stone Creek Ranch Homeowners' Association, Inc. Establishing Criteria for Obtaining Bids or Proposals for Certain Contracts (Exhibit A-2);***
3. ***Guidelines for the Display of Certain Religious Items (Exhibit A-3);***
4. ***Covenant Enforcement Resolution: Hearing Before the Board (Exhibit A-4);***
5. ***Guidelines for Security Measures (Exhibit A-5);***

- 6. *Guidelines for the Installation of Swimming Pool Enclosures (Exhibit A-6); and*
- 7. *Procedures for Informing Owners of Architectural Decisions and Exercising the Right to Appeal Architectural Decisions to the Board of Directors (Exhibit A-7).*

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Fort Worth Stone Creek Ranch Homeowners' Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Tarrant County Clerk, and serves to supplement that Certificate and Memorandum of Recording of Dedicatory Instruments for Fort Worth Stone Creek Ranch Homeowners' Association, Inc. filed on September 18, 2019, as Instrument No. D219213203 in the Official Public Records of Tarrant County, Texas.

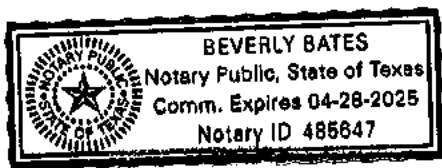
**FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.,
A Texas Non-Profit Corporation**

By:  _____
Its: Attorney

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Fort Worth Stone Creek Ranch Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 2nd day of September, 2021.



Beverly Bates

Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

FORT WORTH STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.

POLICY ESTABLISHING THE COMPOSITION OF THE ARCHITECTURAL REVIEW AUTHORITY

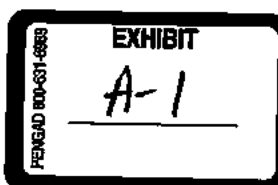
- (1) This Policy controls and prevails over the terms in the Declaration in order to comply with an overriding statutory mandate pursuant to Section 209.00505 of the Texas Property Code.
- (2) Notwithstanding any provision contained in the Declaration to the contrary, this instrument outlines and describes how the architectural review authority or body (the "*Architectural Review Authority*") of Fort Worth Stone Creek Ranch Homeowners' Association, Inc. ("*Association*") may be constituted.
- (3) A person may not be appointed or elected to serve on the Architectural Review Authority if the person is –
 - a. a current board member;
 - b. a current board member's spouse; or
 - c. a person residing in a current board member's household.
- (4) Any member of the Board of Directors is authorized to attend a meeting of the Architectural Review Authority as a Board liaison with no voting rights.

IT IS RESOLVED this Policy was duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. This Policy shall be filed of record in the Official Public Records of Tarrant County, Texas.

Date: 8/30/2021, 20 .

FORT WORTH STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation

DocuSigned by:
Chris Whitworth
By: Chris Whitworth
Its: Mr



STATE OF TEXAS §
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COUNTY OF TARRANT §

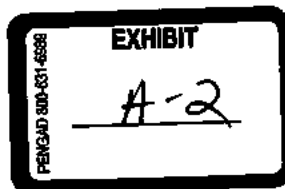
**POLICY RESOLUTION OF THE
BOARD OF DIRECTORS OF FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.
ESTABLISHING CRITERIA
FOR
OBTAINING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS**

WHEREAS, the Board of Directors of Fort Worth Stone Creek Ranch Homeowners' Association, Inc. (the "Board") is the entity responsible for the operation of Fort Worth Stone Creek Ranch Homeowners' Association, Inc. (the "Association") in accordance with and pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch Subdivision filed as Instrument No. D205138309 in the Official Public Records of Tarrant County, Texas, including any amendments or supplements thereto (collectively, the "Declaration") and the Bylaws of the Association (the "Bylaws"); and

WHEREAS, pursuant to the Declaration and Bylaws the Board is authorized to enter into contracts for goods or services on behalf of the Association; and

WHEREAS, the Board has determined the need to promulgate criteria for obtaining proposals or bids for certain contracts on behalf of the Association; and

WHEREAS, the Criteria for Obtaining Bids or Proposals for Certain Contracts, attached hereto as Exhibit "1", as authorized by the Declaration and the Bylaws, were approved by the Board duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board.



NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the Board has resolved to adopt, and does hereby adopt, the Criteria for Obtaining Bids or Proposals for Certain Contracts attached hereto as Exhibit "1".

IT IS FURTHER RESOLVED, that such Criteria for Obtaining Bids or Proposals for Certain Contracts shall be filed of record with the Office of the Tarrant County Clerk and shall be posted on the Association's website.

Date: 8/30/2021, 20__.

FORT WORTH STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation

DocuSigned by:
Chris Whitworth
13806ABC8C884EA
By: CHRIS Whitworth
Its: Mr

EXHIBIT "1"

CRITERIA FOR SOLICITING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

The following shall apply to service contracts in excess of \$50,000 ("*Qualifying Contracts*"). Contracts entered into by the Association which are not Qualifying Contracts are exempt from the criteria set forth below except as otherwise provided by law. The scope of any request for proposal shall be determined by the Board. The following shall constitute the criteria ("*Criteria*") for soliciting bids or proposals for Qualifying Contracts:

- The Association may enter into an enforceable Qualifying Contract with a current Board member, a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits (collectively, an "*Interested Director*") only if the following conditions are satisfied:
 - (1) the Interested Director bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
 - (2) the Interested Director:
 - (a) is not given access to the other bids;
 - (b) does not participate in any Board discussion regarding the contract; and
 - (c) does not vote on the award of the contract;
 - (3) the material facts regarding the relationship or interest of the Interested Director with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members other than the Interested Director; and
 - (4) the Board certifies that the other requirements contained herein have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Qualifying Contract.
- Qualifying Contracts, regardless of whether an Interested Director is involved, shall be solicited, if required herein, as follows:
 - (1) The Board may determine, in its reasonable discretion, to seek two or more bids

or proposals for Qualifying Contracts to the extent bids or proposals are reasonably available in the community.

- (2) The Board, when seeking bids or proposals for Qualifying Contracts, shall determine the extent and scope of any corresponding request for proposal and may engage a third-party to assist in preparing the request for proposal.
- (3) Qualifying Contracts in effect for six years or less from the date this Criteria is approved by the Board may be renewed automatically as determined by the Board, in its reasonable discretion, without seeking bids or proposals.
- (4) Any Qualifying Contract which has been in effect for a period of at least six years following the date this Criteria is approved by the Board must be put out for bid as provided herein.
- (5) Notwithstanding the foregoing, the Board reserves the right to seek and obtain bids for Qualifying Contracts at any time it deems is in the best interest of the Association.

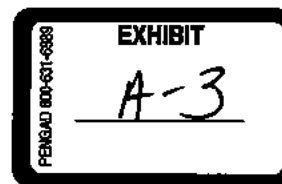
STATE OF TEXAS §
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**FORT WORTH STONE CREEK RANCH HOMEOWNERS'
 ASSOCIATION, INC.**

**GUIDELINES FOR THE
 DISPLAY OF CERTAIN RELIGIOUS ITEMS**

- (1) These Guidelines are promulgated pursuant to Section 202.018 of the Texas Property Code and outline the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy.
- (2) An owner may display or affix on owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.¹
- (3) If displaying or affixing of a religious item on the owner's or resident's property or dwelling violates any of the following covenants, then Fort Worth Stone Creek Ranch Homeowners' Association, Inc. ("*Association*") may remove or require the removal of the item(s) displayed that –
- (a) threaten the public health or safety;
 - (b) violate a law other than a law prohibiting the display of religious speech;
 - (c) contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
 - (d) is in a location other than the owner's or resident's property or dwelling, *i.e.*, installed on property owned or maintained by the Association, or owned in common by two or more members of the Association;
 - (e) is located in violation of any applicable building line, right-of-way, setback, or easement; or
 - (f) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- (4) Display Parameters:
- a. All religious displays must be located within 5' of the dwelling's frontmost building line (*i.e.*, within 5' of the front facade of the dwelling.)
 - b. Displays may not be located within building setbacks.

¹ For purposes of these Guidelines, a sincere religious belief relates to the faithful devotion to a god or gods, the supernatural or belief that addresses fundamental and ultimate questions having to do with deep and imponderable matters. A religion is comprehensive in nature; it consists of a belief-system as opposed to an isolated teaching. Religious displays are different than signs or other figures related to a cause.



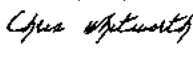
- c. No portion of the display may extend above the lowest point of the dwelling's front roof line.
- d. All displays must be kept in good repair.
- e. Displays may not exceed 5' in height x 3' in width x 3' in depth.
- f. The number of displays is limited to three (3).
- g. This paragraph 4 shall not apply to seasonal religious holiday decorations as described in paragraph 5.
- h. All religious item displays other than seasonal religious displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the dwelling's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), then the approval must be received from the Board of Directors.

(5) Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board of Directors has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Unless otherwise provided by the Declaration, seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

IT IS RESOLVED these Guidelines were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Tarrant County, Texas.

Date: 8/30/2021, 20 .

**FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation**

DocuSigned by:

 13220A8C6C8B4EA
 By: CHRIS WHITWORTH
 Its: Mr

- g. Following the presentation by the Board, the owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.
- h. The owner or the Board may make an audio recording of the hearing.
- i. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any owner.

IT IS FURTHER RESOLVED this Resolution was duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board. This Resolution shall be filed of record in the Official Public Records of Tarrant County, Texas.

Date: 8/30/2021, 20 .

**FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation**

DocuSigned by:

Chris Whitworth

By: Chris Whitworth

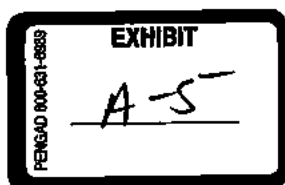
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**FORT WORTH STONE CREEK RANCH HOMEOWNERS'
ASSOCIATION, INC.**

GUIDELINES FOR SECURITY MEASURES

- (1) These Guidelines are promulgated pursuant to Section 202.023 of the Texas Property Code and outline the restrictions applicable to the construction or installation of security measures, including but not limited to a security camera, motion detector, or perimeter fence, by owners.
- (2) Owners may install or build security measures on their lot for the purpose of deterring criminal acts or to increase personal security while adhering to and promoting the design, harmony, and aesthetics of the subdivision. Fort Worth Stone Creek Ranch Homeowners' Association, Inc. ("*Association*") shall have the sole and absolute discretion in determining whether an item or improvement is a reasonable security measure subject to the allowances provided by these Guidelines.
- (3) Cameras/Motion Detectors. Owners may place cameras and motion detectors on their lot for security measures, not on the lot of any other owner, and not on any Association property. Cameras shall be used for the primary purpose of capturing images of the lot on which the camera is installed and shall not unreasonably interfere with the use and enjoyment of any neighbor's lot or Association property. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law.
- (4) Perimeter Fencing. Plans and specifications, including an application for the installation of a perimeter fence, will not be reviewed or approved by the architectural review body *unless* accompanied by: (i) the drawing showing materials, dimensions and location submitted in order to obtain a permit; and (ii) a permit issued by the City or other applicable municipal authority allowing the installation. Perimeter fencing is permitted by the Association as a security measure and must be ground-mounted on the boundary line of the owner's lot and installed in a contiguous manner around the entirety of the lot boundaries. No gaps in perimeter fencing are permitted, *i.e.*, the perimeter fencing must fully enclose the lot. Perimeter fencing shall not exceed six feet (6') in height or be lower than four feet (4') in height. A gate in a perimeter fence is for all purposes considered part of the fence. Any gate shall open towards the interior of the lot. The Association may prohibit fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the Association's architectural review body. Perimeter fencing shall not consist of any barbed wire, razor wire, wire mesh, chain link, or vinyl. Electrically charged fencing is prohibited.
- (5) Plans and Specifications. Prior to installation of any security measure, the owner must submit plans and specifications including dimensions, colors, materials, and proposed



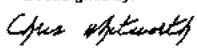
location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the Association's architectural review body, and the owner must receive prior written approval prior to installation of any security measures. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require the use of, or prohibit, specific materials, colors, and designs and may require a specific location(s) for the security measure. An owner who builds or installs a security measure must ensure that compliance with all laws, ordinances and codes. An approval of an application for a security measure by the Association's architectural review body is not a guaranty or representation of compliance with any laws, ordinances, codes or drainage requirements, and the owner assumes all risks, expenses and liabilities associated with safety measures built or installed, including, but not limited to, the city or county requiring the removal of perimeter fencing for any reason.

- (6) AN APPROVAL OF AN APPLICATION FOR A SECURITY MEASURE BY THE ASSOCIATION'S ARCHITECTURAL REVIEW BODY SHALL IN NO WAY BE CONSIDERED OR CONSTRUED THAT THE ASSOCIATION OR ITS ARCHITECTURAL REVIEW BODY ARE INSURERS OR GUARANTORS OF SECURITY OR SAFETY OF PERSONS, PROPERTY OR POTENTIAL CRIMINAL ACTIVITY. FURTHER, NEITHER THE ASSOCIATION NOR ITS ARCHITECTURAL REVIEW BODY SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OR INEFFECTIVENESS OF THE OWNER'S SECURITY MEASURE(S).
- (7) Any security measure built or installed must be properly maintained, kept in good repair, and not permitted to go into a state of disrepair or become an eyesore, as determined in the sole and absolute discretion of the Board of Directors.

IT IS RESOLVED these Guidelines were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Tarrant County, Texas.

Date: 8/30/2021, 20 .

**FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation**

DocuSigned by:

 10856A888C804EA
 By: Chris Whitworth
 Its: Mr

Date: 8/30/2021, 20 .

**FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation**

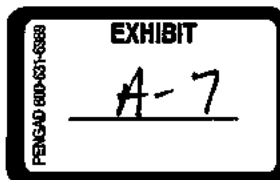
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Chris Whitworth
By: CHRIS WHITWORTH
Its: Mr

STATE OF TEXAS §
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**FORT WORTH STONE CREEK RANCH HOMEOWNERS'
ASSOCIATION, INC.**

**PROCEDURES FOR INFORMING OWNERS OF
ARCHITECTURAL DECISIONS
AND
EXERCISING THE RIGHT TO APPEAL
ARCHITECTURAL DECISIONS TO THE BOARD OF DIRECTORS**

- (1) These Procedures outline and set forth the owner’s opportunity to request a hearing after receipt of the architectural review authority’s decision to deny an architectural application to the Board of Directors of Fort Worth Stone Creek Ranch Homeowners' Association, Inc. (“*Association*”).
- (2) A decision by architectural review authority denying or disapproving an architectural application must –
 - a. be provided to the owner in writing by certified mail, hand delivery, or electronic delivery;
 - b. describe the basis for the denial or disapproval in reasonable detail and changes, if any, to the application or proposed improvements required as a condition to approval;
 - c. inform the owner of the right to either:
 - i. submit a modified application to the architectural review authority with the changes proposed by the architectural review authority on or before the thirtieth (30th) after the date the decision notice is mailed, delivered or sent by electronic delivery to the owner; and
 - ii. inform the owner of the right to request a hearing before the Board of Directors (the “*Board*”) on or before the thirtieth (30th) after the date of decision notice is mailed, delivered or sent by electronic delivery to the owner.
- (3) If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the notice, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The hearing notice may be provided to the owner in writing by certified mail, hand delivery, or electronic delivery. Only one (1) hearing is required after the architectural review authority denies or disapproves the initial application.



- (4) The Board or the owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The owner's presence is not required to hold a hearing under this paragraph. The Association or owner may make an audio recording of the hearing.
- (5) During the hearing, the Board (or designated representative) and the owner (or designated representative) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's architectural application, and the changes, if any, requested by the architectural review authority in the notice.
- (6) The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Declaration.

IT IS RESOLVED these Procedures were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board. These Procedures shall be filed of record in the Official Public Records of Tarrant County, Texas.

Date: 8/30/2021, 20 .

**FORT WORTH STONE CREEK RANCH
HOMEOWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation**


DocuSigned by:

 By: Chris A. Newirth
 Its: Mr

EXHIBIT B

Those tracts and parcels of real property located in the City of Fort Worth, Tarrant County, Texas and more particularly described as follows:

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for Stone Creek Ranch Subdivision, recorded on May 16, 2005, under Instrument No. D205138309 in the Official Public Records of Tarrant County, Texas, including amendments and supplements thereto; and**
- All property subject to the **Final Plat of Stone Creek Ranch Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Map thereof recorded under Instrument No. 0205035336, Cabinet A, Slide 9909, Map Records, Tarrant County, Texas**
- All property described in **Exhibit B-1 (attached hereto).**

Exhibit B-1

PROPERTY DESCRIPTION

BEING a tract of land situated in the J. Conwell Survey, Abstract Number 343, and the W. Dean Survey, Abstract Number 436, City of Fort Worth, Tarrant County, Texas and being a portion of that tract of land described by Deed to Gehan Homes, Ltd., as recorded in County Clerk's Filing Number D204153711, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Northeast corner of the above mentioned Gehan Homes tract, said iron rod being in the existing west right-of-way line of Bowman Roberts Road;

THENCE S 01° 16' 34" W, 884.70 feet with said West right-of-way line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 88° 43' 26" W, 120.00 feet departing said West right-of-way line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, being the Northwest corner of Lot 2, Block 12 Stone Creek Ranch, Phase I, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 9909, Plat Records, Tarrant County, Texas;

THENCE with the North line of said Stone Creek Ranch, Phase I the following bearings and distance:

N 01° 16' 34" E, 21.21 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 88° 43' 27" W, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 01° 16' 34" W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 88° 43' 26" W, 275.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 71° 01' 20" W, 100.37 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 66° 07' 08" W, 350.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, being the Northwest corner of Lot 3, Block 13 Stone Creek Ranch, Phase I;

THENCE N 23° 52' 52" W, 110.00 feet departing said North line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 66° 07' 08" E, 12.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 23° 52' 52" W, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 66° 07' 08" W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 23° 52' 52" W, 220.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 66° 07' 08" E, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 25° 01' 37" W, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 66° 07' 08" W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 23° 52' 52" W, 110.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, the Northeast corner of Lot 9, Block 14 of said Stone Creek Ranch, Phase I, also being in the South line of Stone Creek Ranch, Phase II, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 10424, Plat Records, Tarrant County, Texas,

THENCE N 66° 07' 08" E, 100.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 39° 40' 04" E, 130.34 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 15° 25' 29" E, 151.46 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 78° 07' 09" W, 1132.42 feet departing said South line and with the North line of the above mentioned Stone Creek Ranch, Phase II to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 01° 15' 29" E, 67.27 feet departing said North line to a 1/2 inch iron rod found, the Northwest corner the aforementioned Gehan Homes tract;

THENCE S 88° 44' 30" E, 1989.23 feet with the North line of said Gehan Homes tract to the point of beginning and containing 24.315 acres of land, more or less.

PROPERTY DESCRIPTION

Being a tract of land situated in the J. Bowman Survey, Abstract Number 79, the William Dean Survey, Abstract Number 436, the G.W. Miller Survey, Abstract Number 1826, and the J.H. Conwell Survey, Abstract Number 343, Tarrant County, Texas, and being a part of that tract of land described by deed to ATB Boat Club Properties as recorded in Volume 11437, Page 1776, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the southwest corner of Lot 12X, Block 23, Stone Creek Ranch Phase I, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 9909, Plat Records, Tarrant County, Texas, said point also being the in the east line of that tract of land described by deed to Texas Electric Service Company as recorded in Volume 2683, Page 181, Deed Records, Tarrant County, Texas;

THENCE with the south line of said Stone Creek Ranch Phase I, the following bearings and distances:

S 88°43'30"E, 734.83 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right, an arc distance of 276.91 feet, through a central angle of 63°27'50", having a radius of 250.00 feet, the long chord of which bears N 20°20'52"W, 262.97 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 11 °23'03"E, 158.65 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 78°36'57"W, 120.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 11 °23'03"E, 245.66 feet to a 5/8 inch iron rod with cap stamped "Carter &, Burgess" found at the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 51.79 feet, through a central angle of 06°14'49", having a radius of 475.00 feet, the long chord of which bears N 86°02'54"W, 51.76 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 89°10'19"W, 27.32 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right, an arc distance of 90.94 feet, through a central angle of 104°12'53", having a radius of 50.00 feet, the long chord of which bears N 81 °24'51"W, 78.92 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 53°30'42"W, 135.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 04°29'41 "W, 264.76 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 01°16'30"E, 301.81 feet to a 5/8 inch iron rod with cap-stamped "Carter & Burgess" found;

S 88°43'30"E, 110.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 01°16'30"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 89°10'19"E, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 01°16'30"E, 6.71 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 89°10'19"E, 159.54 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 79°38'10"E, 48.32 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 78°36'57"E, 269.36 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 89°03'27"E, 42.25 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 68°20'27"E, 46.28 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 66°07'08"E, 280.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 23°52'52"E, 110.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 66°07'08"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 23°52'52"E, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 66°07'08"E, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 23°52'52"E, 220.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 66°07'08"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 23°52'52"E, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 66°07'08"E, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 23°52'52"E, 120.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 66°07'08"E, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 23°52'52"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 66°07'08"E, 431.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
N 75°23'08"E, 47.93 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 88°43'26"E, 230.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;
S 01°16'34"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 88°43'26"E, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 01°16'34"E, 15.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 88°43'26"E, 120.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the southeast corner of said Stone Creek Ranch Phase I, in the east line of said ATB Boat Club Properties tract, and in the west right-of-way of Bowman Roberts Road, a variable-width right-of-way;

THENCE S 01°16'34"W, 520.00 feet with said east line and said west right-of-way to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 88°43'26"W, 120.00 feet, departing said east line and said west right-of-way to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 01°16'34"W, 25.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 88°43'26"W, 165.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 71°41'23"W, 43.54 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 66°08'02"W, 800.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 56°15'07"W, 209.60 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 23°50'17"W, 136.87 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 66°07'08"W, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 23°52'52"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 66°07'08"W, 31.94 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the beginning of a curve to the left to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE with said curve to the left, an arc distance of 216.00 feet, through a central angle of 41°15'13", having a radius of 300.00 feet, the long chord of which bears S 45°29'31"W, 211.37 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 24°51'55"W, 141.90 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 65°08'05"E, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 24°51'55"W, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 65°08'05"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE S 24°51'55"W, 10.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 65°08'05"W, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 24°51'55"E, 52.71 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 65°08'05"W, 197.41 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

THENCE N 88°43'30"W, 589.52 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found in the west line of said ATB Boat Club Properties tract and the east line of said Texas Electric Service Company found;

THENCE N 01°16'30"E, 138.00 feet with said common line to the POINT OF BEGINNING and containing 40.037 acres of land, more or less.

PROPERTY DESCRIPTION

Being a 49.85 acre tract of land situated in the J. Bowman survey, Abstract No. 79, the W. Dean Survey, Abstract No. 436, J.B. McGee Survey, Abstract No. 1149 and the G.W. Miller Survey, Abstract No. 1826, City of Fort Worth, Tarrant County, Texas, and being part of a called 189.2161 acre tract of land described in the Special Warranty Deed to ATB Boat Club Properties, recorded in Instrument Number D194029960, Official Public Records, Tarrant County, Texas (OPRTCT), said 49.85 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the southwest corner of a called 31.316 acre tract of land described in the Special Warranty Deed to Kevin W. Vann, J.C.D., D.D., Bishop of the Catholic Diocese of Fort Worth and his successors in office, by deed recorded in Instrument Number D210130370, OPRTCT, said point being on the South line of said 189.2161 acre tract, and the North line of a called 1.15 acre tract of land described as Second Tract in the Warranty Deed to Texas Electric Service Co., by deed recorded in Volume 2683, Page 181, OPRTCT;

THENCE, South 89 degrees 34 minutes 45 second West, along the South line of said 189.2161 acre tract, and the common north line of said 1.15 acre tract, a distance of 714.45 feet to a broken concrete monument stamped "TESCO" found for the southwest corner of said 189.2161 acre tract, and southeast corner of the called 19.77 acre tract of land described as First Tract in the Warranty Deed to Texas Electric Service Co., by deed recorded in Volume 2683, Page 181, OPRTCT;

THENCE, along the West line of said 189.2161 acre tract, and the east line of said 19.77 acre tract, the following courses and distances:

North 14 degrees 00 minutes 57 seconds West, a distance of 1,255.18 feet to a broken concrete monument stamped "TESCO" found for corner;

North 00 degree 16 minutes 16 seconds East, a distance of 141.07 feet to a found 5/8" iron rod with cap stamped "JACOBS" at the southwest corner of lot 1X, Block 22 of Stone Creek Ranch, Phase IV, Tract 1, an addition to the City of Fort Worth, as recorded in Instrument Number D214171052, OPRTCT, said point also being the southwest corner of a called 40.037 acre tract of land described as Tract III in the Special Warranty Deed to LGI Homes Texas, LLC, by deed recorded in Instrument Number D213284318, OPRTCT;

THENCE, along the South line of said Stone Creek Ranch, Phase IV, tract 1, and the south line of said 40.037 acre tract, the following courses and distances:

South 89 degrees 43 minutes 44 seconds East, a distance of 589.52 feet to a found 5/8" iron rod with cap stamped "JACOBS";

South 66 degrees 08 minutes 19 seconds East, a distance of 197.41 feet to a found 5/8" iron rod with cap stamped "JACOBS" for the southeast corner of said Lot 1X, Block 22, said point being on

the northwest right-of-way line of Obsidian Creek Drive, a 50 foot right-of-way, as recorded in County Clerk's File No. D214171052, OPRTCT;

South 23 degrees 51 minutes 41 seconds West, along said northwest right-of-way line of Obsidian Creek Drive, a distance of 52.71 feet to a set 1/2" iron rod with cap stamped "ypassociates.com" at the southwest corner of said Obsidian Creek Drive;

South 66 degrees 08 minutes 19 seconds East, along the southwest line of said Obsidian Creek Drive, a distance of 50.00 feet to a set 1/2" iron rod with cap stamped "ypassociates.com" at the south corner of said Obsidian Creek Drive;

North 23 degrees 51 minutes 42 seconds East, along the southeast right-of-way line of said Obsidian Creek Drive, a distance of 10.00 feet to a set "X" cut in concrete at the intersection of said southeast right-of-way line of Obsidian Creek Drive, and the southwest right-of-way line of Royal Gorge Drive, a 50 foot right-of-way, as recorded in Instrument Number D214171052, OPRTCT;

South 66 degrees 08 minutes 18 seconds East, along said southwest right-of-way line of Royal Gorge Drive, a distance of 10.00 feet to set 1/2" iron rod with cap stamped "ypassociates.com" at the South corner of said Royal Gorge Drive;

North 23 degrees 51 minutes 41 seconds East, along the southeast line of said Royal Gorge Drive, a distance of 50.00 feet to a set 1/2" iron rod with cap stamped "ypassociates.com" at the northeast corner of said Royal Gorge Drive;

North 66 degrees 08 minutes 18 seconds West, along the northeast right-of-way line of said Royal Gorge Drive, a distance of 10.00 feet to a set "X" cut in concrete at the intersection of said northeast right-of-way line of Royal Gorge Drive, and aforesaid southeast right-of-way line of Obsidian Creek Drive;

North 23 degrees 51 minutes 41 seconds East, along said southeast right-of-way line of Obsidian Creek Drive, a distance of 141.90 feet to a set 1/2" iron rod with cap stamped "ypassociates.com", and the beginning of a tangent curve to the right having a central angle of 41 degrees 15 minutes 13 seconds, a radius of 300.00 feet, and a long chord that bears North 44 degrees 29 minutes 17 seconds East a distance of 211.37 feet;

Continuing along said southeast right-of-way line of said Obsidian Creek Drive, and along said tangent curve to the right, passing at an arc distance 149.70 feet an exterior ell corner of said Stone Creek Ranch, Phase IV, and continuing along the South line of said 40.037 acre tract for a total arc distance of 216.00 feet to a found 5/8" iron rod;

North 65 degrees 06 minutes 54 seconds East, a distance of 31.94 feet to a point for corner;

South 24 degrees 53 minutes 06 seconds East, a distance of 10.00 feet to a 5/8" iron rod found with illegible cap;

North 65 degrees 06 minutes 54 seconds East, a distance of 50.00 feet to a point for corner;

South 24 degrees 52 minutes 12 seconds East, a distance of 136.85 feet to a 5/8" iron rod found for corner;

North 55 degrees 14 minutes 53 seconds East, a distance of 209.53 feet to a 5/8" iron rod found for corner;

North 65 degrees 07 minutes 48 seconds East, a distance of 800.00 feet to a 5/8" iron rod found for corner;

North 70 degrees 41 minutes 09 seconds East, a distance of 43.54 feet to a point for corner;

South 89 degrees 43 minutes 40 seconds East, a distance of 165.00 feet to a point for corner;

North 00 degree 16 minutes 20 seconds East, a distance of 25.00 feet to a point for corner;

South 89 degrees 43 minutes 40 seconds East, a distance of 120.00 feet to a 5/8" iron rod found for the southeast corner of said 40.037 acre tract, said point being on the east line of said 189.2161 acre tract, and the West right-of-way line of Bowman Roberts Road, a variable width right-of-way;

THENCE South 00 degree 16 minutes 20 seconds West, along the east line of said 189.2161 acre tract, and the west right-of-way line of said Bowman Roberts Road, a distance of 923.14 feet to a point for corner at the northeast corner of aforesaid 31.316 acre tract;

THENCE South 89 degrees 34 minutes 45 second West, along the north line of said 31.316 acre tract, a distance of 1370.84 feet to a found 5/8" iron rod with a yellow plastic cap stamped "JACOBS" at the northwest corner of said 31.316 acre tract;

THENCE South 00 degrees 28 minutes 59 seconds East, along the west line of said 31.316 acre tract, a distance of 1,000.01 feet to the POINT OF BEGINNING and containing a calculated area of 49.85 acres or 2,171,612 square feet of land.