

CAUSE NO. \_\_\_\_\_

STATE OF TEXAS,  
*Plaintiff,*

§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

v.

TRAVIS COUNTY, TEXAS

COVENANT CLEARINGHOUSE,  
LLC,  
*Defendant.*

345TH, DISTRICT COURT

\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

The State of Texas, by and through the Attorney General of Texas, files this Original Petition under section 5.207 of the Texas Property Code.

**I. INTRODUCTION**

1. In 2007, the Texas Legislature passed a law prohibiting the imposition of a certain type of restrictive covenant on real property, known as private transfer fees, unless such fees were payable to a homeowners’ association, a nonprofit, or a governmental entity. TEX. PROP. CODE § 5.017, repealed by Acts 2011, 82nd Leg., ch. 211 (H.B. 8), § 2, eff. June 17, 2011.

2. In 2011, the Texas Legislature repealed this provision and replaced it with language making most private transfer fees unenforceable after June 17, 2011, the effective date of the statute and imposing strict notice requirements for maintaining a private transfer fee in existence before June 17, 2011. The Attorney General is empowered to enforce these provisions through a suit for declaratory or injunctive relief and civil penalties. TEX. PROP. CODE § 5.207.

3. In violation of Texas law, Covenant Clearinghouse, LLC (“Covenant” or “Defendant”) has interfered with sales of private property by demanding the payment of unenforceable private transfer fees. Covenant is not a homeowners’ association or nonprofit and purports to have no obligation to spend the money collected for the betterment of any particular property or subdivision. Covenant has been the subject of multiple lawsuits from residential homeowners and developers, opposing Covenant’s attempts to disrupt property sales and force the payment of fees with no discernable benefit for a community or subdivision.

4. The Attorney General of Texas now brings this suit under Texas Property Code section 5.207 and seeks monetary damages and equitable relief.

## **II. PARTIES**

5. Plaintiff is the State of Texas, by and through the Attorney General of Texas.

6. Defendant Covenant Clearinghouse, LLC is a Nevada limited liability company doing business in Austin, Travis County, Texas. Defendant can be served through its registered agent at 701 Brazos Street, Suite 650, Austin, TX 78701.

## **III. JURISDICTION AND VENUE**

7. This Court has subject-matter jurisdiction over this action pursuant to TEX. PROP. CODE § 5.207, which provides statutory remedies to redress Defendant’s conduct.

8. Venue is proper in Travis County because the Defendant’s principal office in this State is located here. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(3).

#### **IV. STATEMENT OF RELIEF SOUGHT**

9. Plaintiff seeks monetary relief in an amount greater than \$250,000.00 but less than \$1,000,000.00. Tex. R. Civ. P. 47(c)(3). Plaintiff also seeks declaratory and injunctive relief.

#### **V. DISCOVERY CONTROL PLAN**

10. Plaintiff intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.

#### **VI. FACTUAL BACKGROUND**

##### **A. Legislative enactments – certain private transfer fees prohibited**

11. In 2007, the Texas Legislature passed a law prohibiting the imposition of a certain type of restrictive covenant on real property, known as a private transfer fee, unless such fees were payable to a homeowners association, a nonprofit, or a governmental entity. TEX. PROP. CODE § 5.017, repealed by Acts 2011, 82nd Leg., ch. 211 (H.B. 8), § 2, eff. June 17, 2011. Under this statute, a “deed restriction or other covenant running with the land that violates this section or a lien purporting to encumber the land to secure a right under a deed restriction or other covenant running with the land that violates this section is void and unenforceable.” *Id.* TEX. PROP. CODE § 5.017(b) (2008).

12. In 2011, the Legislature passed House Bill 8, which repealed § 5.017 and enacted a new statutory scheme governing private transfer fees. *See* Act of May 21, 2011, 82nd Leg., R.S., ch. 211, § 1, 2011 TEX. GEN. LAWS 780, 780–84 (codified at TEX. PROP. CODE §§ 5.201–5.207).

13. The entirety of House Bill 8 was codified as Subchapter G of Chapter 5 of the Texas Property Code, which includes Sections 5.201 through 5.207. See TEX. PROP. CODE §§ 5.201–.207. Section 5.202 contains the general prohibition on the creation of private transfer fee obligations and states as follows: “Except as provided by this subchapter, a private transfer fee obligation created on or after the effective date of this subchapter is not binding or enforceable against a subsequent owner or subsequent purchaser of an interest in real property and is void.” TEX. PROP. CODE § 5.202(a)

14. Section 5.203 establishes strict notice requirements for any existing private transfer fee obligation and provides that if a “person required to file a notice under this section fails to comply . . . payment of the private transfer fee may not be a requirement for the conveyance of an interest in the property to a purchaser; the property is not subject to further obligation under the private transfer fee obligation; and the private transfer fee obligation is void.” TEX. PROP. CODE § 5.203(f)(1)-(3).

15. The notice requirements of Section 5.203 state, in pertinent part to the facts here, that: (a) a person who receives a private transfer fee under a private transfer fee obligation created before [June 17, 2011] must, on or before January 31, 2012, file for record a “Notice of Private Transfer Fee Obligation” as provided by this section in the real property records of each county in which the property is located. . . . (c) A notice under Subsection (a) must: (1) be printed in at least 14-point boldface type; (2) state the amount of the private transfer fee and the method of determination, if applicable; (3) state the date or any circumstance under which the private transfer

fee obligation expires, if any; (4) state the purpose for which the money from the private transfer fee obligation will be used; (5) notwithstanding Subsection (b), state the name of each payee and each payee's contact information; (6) state the name and address of the payee of record to whom the payment of the fee must be sent; (7) include the acknowledged signature of each payee or authorized representative of each payee; and (8) state the legal description of the property subject to the private transfer fee obligation. TEX. PROP. CODE § 5.203(a), (c).

16. Section 5.203 requires a person who files a private transfer fee notice to “refile the notice . . . not earlier than the 30th day before the third anniversary of the original filing date . . . and within a similar 30-day period every third year thereafter[.]” *Id.* § 5.203(d)(1).

17. Additionally, Section 5.203 mandates that a person filing a private transfer fee notice “shall . . . amend the notice to reflect any change in the name or address of any payee included in the notice not later than the 30th day after the date the change occurs.” *Id.* § 5.203(d)(2).

18. The statute requires strict adherence to these notice provisions in order to maintain an existing private transfer fee obligation. Section 5.203(f) states: “If a person required to file a notice . . . fails to comply with this section [then] payment of the private transfer fee may not be a requirement for the conveyance of an interest in the property to a purchaser[,] the property is not subject to further obligation under the private transfer fee obligation[,] and the private transfer fee obligation is void.” *Id.* § 5.203(f). *See also* Exhibit 1 (Attorney General Opinion KP-0195) (opining that

the statutory notice requirements must be strictly complied with to keep private transfer fee obligations valid in Texas).

19. Under Section 5.207, the Attorney General “may institute an action for injunctive or declaratory relief to restrain a violation of [subchapter G].” TEX. PROP. CODE § 5.207(a). Additionally, “the attorney general may institute an action for civil penalties against a payee for a violation of [subchapter G].” *Id.* § 5.207(b).

**B. Restrictive Covenant – Private Transfer Fee Obligation**

20. On October 13, 2009, Stephen L. Goodman, purporting to act as the “Administrator” of Bronson Holding, LLC, a Texas limited liability company, on behalf of Prosper-Legacy Lakes, Ltd., a Texas limited partnership, filed a “Declaration of Covenant” in Collin County, Texas. *See* certified copy attached as Exhibit 2. The Declaration purports to impose a private transfer fee of 1% of the sales price on any conveyance of the real property described in Exhibit A to the Declaration, which is described as 269.506 acres out of the Collin County School Land Survey, Abstract No. 147 in the Town of Prosper, Collin County, Texas. The Declaration of Covenant states that the fee is payable to National Covenant Clearinghouse, Attn: Rjon Robins, Esq., at an address in Fort Lauderdale, Florida, as trustee for the following named “beneficiaries”:

- a. Prosper-Legacy Lakes, Ltd., a Texas limited partnership, with an address of 5700 West Plano Parkway, Ste. 3000, Plano, TX 75093 (50%);
- b. FCP Holdings II, LLC, a Nevada limited liability company, with an address of P.O. Box 6193, Round Rock, TX 78683 (33%);

- c. OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner, with an address of 5225 Village Creek Dr., Ste. 300, Plano, TX 75093 (10%);
- d. DTF Holdings Company, LLC, a Texas limited liability company, with an address of 600 Congress Ave., Suite 1300, Austin, TX 78701 (5%); and
- e. Jeffrey Tablak, with an address of 1990 Adele Place, San Jose, CA 95125 (2%).

21. The October 2009 Declaration of Covenant was in clear violation of existing law when it was made and is void. *See* TEX. PROP. CODE ANN. § 5.017 (2008); *The Heirs of William R. Hunt, Deceased v. The Heirs of William Robinson, Deceased*, 1 Tex. 748, 760-761 (Tex. 1847).

22. On January 12, 2012, a document titled “Notice” was filed in Collin County, Texas, purporting to be signed by Martin Levine, as an “Authorized Representative” of Covenant Clearinghouse, LLC, which states that it is an attempt to comply with Texas Property Code Section 5.203. *See* Exhibit 3 (certified copy). Among other defects, the Notice as filed does not “state the name of each payee and each payee’s contact information,” does not “state the name and address of the payee of record to whom the payment of the fee must be sent,” does not “include the acknowledged signature of each payee or authorized representative of each payee,” and does not “state the legal description of the property subject to the private transfer fee obligation.” TEX. PROP. CODE § 5.203(c)(5)-(8).

23. Instead of clear statements meeting these requirements, the January 2012 Notice attaches a 10-page exhibit listing 44 separate “instruments” with various document numbers that a property owner would then presumably be expected to research and read in order to determine what property is covered and contact information for all payees.

24. Even with respect to contact information for the one payee of record, listed as Covenant Clearinghouse, LLC, the notice lists a P.O. Box in New York, but then states that “alternate contact information is contained within each instrument” listed in the exhibit, and also, that “additional payment instructions and contact information” is provided at the website <https://covenantclearinghouse.com>, which the notice states is “incorporated by reference.” Information required by statute to be in the notice should be in the notice, not simply referenced in a 10-page exhibit with a list of documents that are allegedly located in some other record.

25. Failure to comply with any of its provisions automatically voids the Private Transfer Fee obligation. TEX. PROP. CODE §5.203(f)(1)-(3); *see also Covenant Clearinghouse, LLC. v. Kush & Krishna, LLC*, 607 S.W.3d 855, 857 (Tex. App.—Houston [14th Dist.] 2020 (pet. denied). All requirements must be met each time a notice is required. TEX. PROP. CODE §5.203(f)(1)-(3); *see also Kush*, 607 S.W.3d at 857.

26. Covenant further filed a “Notice of Transfer Fee Obligation” on January 23, 2012 in Collin County, TX, Texas Document No. 20120123000078640. See Exhibit 4 (certified copy). This document suffers from the same or substantially similar defects as the January 12, 2012 “Notice” insofar as it does not list all of the names

and contact information of each payee and does not include a description of the property that is subject to the private transfer fee. TEX. PROP. CODE § 5.203(c)(5)-(8). This document makes no reference to, nor does it provide notice of, the original “Notice” filed on January 12, 2023.

26. The following similar documents were filed in the Collin County Real Property Records:

- a) a “Notice of Private Transfer Fee Obligation” filed on January 22, 2015, Document No. 20150122000073240 (Exhibit 5, certified copy);
- b) a “Notice of Private Transfer Fee Obligation” filed on January 12, 2018, Document No. 20180112000051300, (Exhibit 6, certified copy); and
- c) a “Notice of Private Transfer Fee Obligation” filed on January 13, 2021, Document No. 20210113000083370 (Exhibit 7, certified copy).

Like the preceding “Notice of Transfer Fee Obligation,” each of these Notices is void because none comply with Texas Property Code Section 5.203.

27. Texas Property Code Section 5.203 also mandates that a party required to file Notice under Subchapter G must “amend the notice to reflect any change in the name or address of any payee included in the notice not later than the 30th day after the date the change occurs.” TEX. PROP. CODE § 5.203(d)(2).

28. The 2009 Declaration lists Prospect-Legacy Lakes, Ltd., Graydon Group, LLC, and DFT Holdings Company, LLC as payees.

29. Prosper-Legacy Lakes, Ltd. filed a Certificate of Termination of a Domestic Entity with the Secretary of State of Texas on June 13, 2016. No notice of change or name or address was filed.

30. Graydon Group is not listed as a payee in the 2009 Declaration but is listed as a payee in the 2012 Notice. That same 2012 Notice did not include the required address. No notice of change or name or address was filed.

31. DTF Holdings is listed as a payee on the 2009 Declaration, but documents filed with the Secretary of State indicate that it has merged with another entity. No notice of change or name or address was filed.

32. Defendant has failed to comply with the notice requirements of Subchapter G. TEX. PROP. CODE § 5.203. Any interest that Defendant had in a private transfer fee based on the October 2009 Declaration is null and void.

### **C. Covenant's other Private Transfer Fees**

33. On information and belief, the State asserts that Covenant has tried and failed to collect invalid private transfer fees across the state.

34. In August of 2020, the Fourteenth Court of Appeals affirmed a district court's declaratory judgment stating that Covenant could not collect a private transfer fee because it did not strictly comply with the notice requirements of Subchapter G. *Kush*, 607 S.W.3d at 857.

35. Another reported case involves a homeowner in Denton County, whose suit was described in her local paper, the Denton Record-Chronicle. See Exhibit 8. (“Predatory’ hidden covenants on more than 100 Denton homes were thrown out by a judge. Hundreds more remain unchallenged.” Pub. Oct. 15, 2021). According to the article, Ms. Foster realized that her home was subject to a private transfer fee after purchase, and she won a judgment in her local court invalidating the fee for her and her neighbors. After Covenant appealed the judgment, Ms. Foster appears to have proceeded without counsel and did not file a brief. The Court of Appeals reversed the verdict, finding that Ms. Foster had proceeded under the wrong statute and should have pled the claim differently. *Covenant Clearinghouse, LLC v. Foster*, No. 02-21-00334-CV, 2022 WL 1259051 at \*1 (Tex. App.—Fort Worth April 28, 2022, no pet.) (mem. op.) (reversing and remanding the district court’s decision on other grounds).

36. A search of Texas state court records reveals that Covenant has been sued in multiple counties in this State alleging attempts to enforce invalid private transfer fees, including Denton County and Harris County, as noted above, as well as Bexar County, Collin County, Ellis County, Hood County, Kerr County, Montgomery County, Tarrant County, Travis County, Webb County, Wilson County, and Williamson County.

37. Based on these publicly available documents, the State asserts that Defendant has a pattern and practice of attempting to collect private transfer fees that are barred by Subchapter G, and the State will prove at trial that it is entitled to the statutory damages authorized by Texas Property Code Section 5.207(c).

## VII. CAUSES OF ACTION

### A. Declaratory Judgment

38. Plaintiff re-alleges and incorporates all facts and allegations set forth above.

39. Pursuant to Texas Property Code Section 5.207(a), Plaintiff requests that the Court declare invalid, unenforceable, and void:

- i. The “Declaration of Covenant” Document No. 20091013001264880 filed on October 13, 2009, in the real property records of Collin County, Texas (See Exhibit 2)
- ii. The “Notice” Document No. 20120112000040210 filed on January 12, 2012, in the real property records of Collin County, Texas (See Exhibit 3);
- iii. The “Notice of Transfer Fee Obligation” Document No. 20120123000078640 filed on January 23, 2012, in the real property records of Collin County, Texas (See Exhibit 4);
- iv. The “Notice of Private Transfer Fee Obligation” Document No. 20150122000073240 filed on January 22, 2015, in the real property records of Collin County, Texas (See Exhibit 5);
- v. The “Notice of Private Transfer Fee Obligation” Document No. 20180112000051300 filed on January 12, 2018, in the real property records of Collin County, Texas (See Exhibit 6);

- vi. The “Notice of Private Transfer Fee Obligation” Document No. 20210113000083370 filed on January 13, 2021, in the real property records of Collin County, Texas (See Exhibit 7);
- vii. The “Notice of Assessment” Document No. 20210823001701030 filed on August 23, 2021, in the real property records of Collin County, Texas (See Exhibit 9, certified copy).

**B. Injunctive Relief**

40. Plaintiff re-alleges and incorporates all facts and allegations set forth above.

41. Under Texas Property Code Section 5.207(a), the Attorney General may file a suit requesting injunctive relief to restrain a violation of Subchapter G.

42. The State of Texas therefore requests temporary and permanent injunctive relief to prevent Covenant from attempting to enforce or collect private transfer fees under the October 2009 Declaration; and prevent Covenant from assigning or conveying its rights or interests in the 2009 Declaration to a third party.

**C. Civil Penalties**

43. Plaintiff re-alleges and incorporates all facts and allegations set forth above.

44. The Attorney General is authorized to seek civil penalties in response to a violation of Subchapter G. TEX. PROP. CODE § 5.207(b)-(c).

45. The Attorney General therefore requests that this Court assess a civil penalty against Defendant equal to two times the amount that Defendant has collected under the October 2009 Declaration. *Id.* § 5.207(b).

46. The Attorney General also requests that this Court levy a civil penalty of \$250,000.00 against Defendant for engaging in a pattern and practice of violating Subchapter G. *Id.* § 5.207(c).

#### **D. Attorneys' Fees**

47. The Attorney General respectfully request reasonable attorneys' fees as the Court deems necessary.

### **VIII. CONCLUSION AND PRAER**

48. Defendant has violated Subchapter G by failing to properly abide by the notice requirements laid out in Texas Property Code Section 5.203. Moreover, it has shown a pattern and practice of violating Subchapter G by attempting to enforce other invalid transfer fees. For the foregoing reasons, the State of Texas, acting through the Attorney General of Texas, respectfully requests that the Court:

- a) enter judgment declaring that the interest sought in the 2009 Declaration is void and unenforceable;
- b) enter a temporary injunction and permanent injunction prohibiting Defendant from collecting a private transfer fee or in connection with the 2009 Declaration;
- c) assess a civil penalty against Defendant in the amount of \$250,000.00 plus two times the amount that Defendant sought to collect based on the 2009 Declaration; and
- d) award reasonable attorneys' fees and court costs through trial and appeals.

Respectfully submitted,

KEN PAXTON  
Attorney General of Texas

BRENT WEBSTER  
First Assistant Attorney General

GRANT DORFMAN  
Deputy First Assistant Attorney General

SHAWN COWLES  
Deputy Attorney General for Civil Litigation

CHRISTOPHER D. HILTON  
Chief, General Litigation Division

/s/ Zachary L. Rhines  
ZACHARY L. RHINES  
Assistant Attorney General  
State Bar No. 24116957  
Tel: (512) 463-9911  
Email: Zachary.Rhines@oag.texas.gov

General Litigation Division  
P.O. Box 12548/Mail Stop 019-1  
Austin, Texas 78711-2548  
Telecopier: (512) 302-0667

*Counsel for Plaintiff, The State of Texas*

# EXHIBIT 1



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

April 23, 2018

The Honorable James White  
Chair, House Corrections Committee  
Texas House of Representatives  
Post Office Box 2910  
Austin, Texas 78768-2910

Opinion No. KP-0195

Re: Consequences of failing to comply with the requirements for continuation of existing private transfer fee obligations under section 5.203 of the Property Code (RQ-0205-KP)

Dear Representative White:

You ask multiple questions regarding compliance with the requirements for continuation of existing private transfer fee obligations pursuant to the Texas Property Code.<sup>1</sup> While private transfer fee obligations occur in different forms, one example is a subdivision deed restriction that a developer places on all property in the subdivision, requiring each subsequent buyer of the property to pay a transfer fee to the developer.<sup>2</sup>

In 2011, the Legislature enacted laws regulating, and in large part prohibiting, the use of private transfer fees associated with real property transactions. Act of May 21, 2011, 82d Leg., R.S., ch. 211, § 1, 2011 Tex. Gen. Laws 780, 780–84. It defined “private transfer fee” as “an amount of money, regardless of the method of determining the amount, that is payable on the transfer of an interest in real property or payable for a right to make or accept a transfer.” TEX. PROP. CODE § 5.201(4). It also defined “private transfer fee obligation” as:

an obligation to pay a private transfer fee created under:

- (A) a declaration or other covenant recorded in the real property records in the county in which the property subject to the private transfer fee obligation is located;
- (B) a contractual agreement or promise; or
- (C) an unrecorded contractual agreement or promise.

---

<sup>1</sup>Letter from Honorable James White, Chair, House Corrs. Comm., to Honorable Ken Paxton, Tex. Att’y Gen. at 1 (Jan. 8, 2018), <https://www.texasattorneygeneral.gov/opinion/requests-for-opinion-rqs> (“Request Letter”).

<sup>2</sup>See Senate Research Ctr., Bill Analysis, Tex. H.B. 8, 82d Leg., R.S. (2011), available at <http://www.capitol.state.tx.us/tlodocs/82R/analysis/pdf/HB00008E.pdf#navpanes=0> (explaining the real estate practice of private transfer fees).

*Id.* § 5.201(5). The Legislature generally made a private transfer fee obligation created on or after the effective date of these provisions void and unenforceable against a subsequent owner or subsequent purchaser of an interest in real property.<sup>3</sup> *Id.* § 5.202(a). In addition, for preexisting private transfer fee obligations, the Legislature enacted detailed notice provisions for the continuation of those private transfer fee obligations:

(a) A person who receives a private transfer fee under a private transfer fee obligation created before [June 17, 2011] must, on or before January 31, 2012, file for record a “Notice of Private Transfer Fee Obligation” as provided by this section in the real property records of each county in which the property is located.

....

(c) A notice under Subsection (a) must:

- (1) be printed in at least 14-point boldface type;
- (2) state the amount of the private transfer fee and the method of determination, if applicable;
- (3) state the date or any circumstance under which the private transfer fee obligation expires, if any;
- (4) state the purpose for which the money from the private transfer fee obligation will be used;
- (5) notwithstanding Subsection (b), state the name of each payee and each payee’s contact information;
- (6) state the name and address of the payee of record to whom the payment of the fee must be sent;
- (7) include the acknowledged signature of each payee or authorized representative of each payee; and
- (8) state the legal description of the property subject to the private transfer fee obligation.

*Id.* § 5.203(a), (c). The Legislature also required refiling of the notice at regular intervals and amended notices in certain circumstances. *Id.* § 5.203(d).

---

<sup>3</sup>Chapter 5, subchapter G of the Property Code, regulating private transfer fees, became effective on June 17, 2011. Act of May 21, 2011, 82d Leg., R.S., ch. 211, 2011 Tex. Gen. Laws 780, 784.

Relevant to these provisions, you first ask whether a private transfer fee obligation is void if the person who receives the private transfer fee does not comply with the notice requirements of section 5.203 of the Property Code and whether the private transfer fee obligation would be enforceable against a subsequent conveyance of the property. Request Letter at 1. Our primary objective in construing statutes is to give effect to the Legislature's intent. *Molinet v. Kimbrell*, 356 S.W.3d 407, 411 (Tex. 2011). "The plain meaning of the text is the best expression of legislative intent unless a different meaning is apparent from the context . . ." *Id.* Through section 5.203, the Legislature established detailed and extensive notice requirements with which a payee must comply to continue the existence of a private transfer fee obligation. TEX. PROP. CODE § 5.203(c). The Legislature could not have been more clear about the effect of failing to comply with those notice requirements: "If a person required to file notice under this section fails to comply with this section[,] . . . the private transfer fee obligation is void," and "the property is not subject to further obligation under the private transfer fee obligation." *Id.* § 5.203(f)(2)–(3).

You also ask whether "failure to meet just one requirement" of section 5.203 is sufficient to void the private transfer fee obligation. Request Letter at 1. Section 5.203 details numerous specific requirements for the notice to continue the private transfer fee obligation, including font size, the significant information that must be included in the notice, and when and where the notice must be filed. TEX. PROP. CODE § 5.203(a), (c), (d). The notice requirements are clear, and "[w]here text is clear, text is determinative." *Entergy Gulf States v. Summers*, 282 S.W.3d 433, 437 (Tex. 2009). In other notice contexts, the Legislature has allowed for substantial, rather than strict, compliance with notice provisions. See *BankDirect Capital Fin., LLC v. Plasma Fab, LLC*, 519 S.W.3d 76, 81 (Tex. 2017) (noting that lawmakers have codified substantial compliance throughout numerous categories of legislation). "When the Legislature desires a not-so-bright line forgiving noncompliance, it knows what to say and how to say it." *Id.* The Legislature did not do so here, and a court would therefore likely conclude that a payee must strictly comply with the requirements of section 5.203. See *id.* Failure to meet even one requirement of section 5.203 would likely void the private transfer fee obligation.<sup>4</sup>

You next ask whether a change in the use of the land affects the validity or enforceability of the private transfer fee obligation. Request Letter at 1. Nothing in the statutory provisions related to private transfer fees addresses a change in the use of the land and its effect on the underlying obligation. It is possible that the contractual obligations related to the private transfer fee could address this issue and limit the applicability of the obligation if the use of the land changes. See Tex. Att'y Gen. Op. No. GA-1081 (2014) at 3 n.3 (stating that attorney general opinions do not construe contracts). However, subchapter G, chapter 5 of the Property Code does not impact the enforceability of a private transfer fee obligation simply because the use of the land changed.

In your final question, you ask how a seller must disclose an existing private transfer fee obligation to a potential purchaser of real property and when that disclosure must be made. Request Letter at 1. Section 5.205 of the Property Code provides that a "seller of real property

---

<sup>4</sup>The Legislature authorized the attorney general to "institute an action for injunctive or declaratory relief to restrain a violation" of the laws regulating private transfer fee obligations. TEX. PROP. CODE § 5.207(a). Furthermore, the attorney general may institute an action for civil penalties against a payee for a violation. *Id.* § 5.207(b).

that may be subject to a private transfer fee obligation shall provide written notice to a potential purchaser stating that the obligation may be governed by this subchapter.” TEX. PROP. CODE § 5.205. Unlike the notice requirements placed on the payee in section 5.203, the Legislature did not provide detailed requirements for the seller of property encumbered with a private transfer fee obligation in providing notice to a potential purchaser. *Cf. id.* § 5.203. It did not specify a form for this disclosure or explain where or when the disclosure must be made, and the seller will therefore not be held to the strict requirements found in section 5.203. In other instances when a statute requires a seller to give notice to a potential buyer about the condition of the property or an encumbrance on the property, the statute provides specific details about how to give such notice. *See, e.g., id.* §§ 5.008 (establishing substance and timing requirements for seller’s disclosure of property condition to purchaser), 5.011 (“Seller’s Disclosure Regarding Potential Annexation”), 5.012 (“Notice of Obligations Related to Membership in Property Owner’s Association”). The Legislature has not established similar specific requirements here about how a seller must give notice to a potential purchaser under section 5.205. In construing statutes, courts take statutes as they find them and will not amend a statute by adding words that are not contained in the language of the statute. *Lippincott v. Whisenhunt*, 462 S.W.3d 507, 508 (Tex. 2015). Thus, while a seller must provide notice under section 5.205 in writing, no additional statutory requirements exist concerning the form such notice must take. You also ask when the seller must make the disclosure to a potential purchaser. By requiring the seller give notice to a “potential purchaser,” the language suggests that the seller must give notice before the purchase transaction. *See* TEX. PROP. CODE § 5.205. However, beyond this timing requirement, the Legislature did not specify when the notice must be made.

You also ask whether the private transfer fee obligation is void if this disclosure is not properly made. Request Letter at 1. The Legislature provided that the obligation is void if the payee does not provide the notice required by section 5.203. TEX. PROP. CODE § 5.203(f)(3). It did not do the same for notice required by the seller to a potential purchaser. *See id.* § 5.205. After the first sale of the property, the payee of the private transfer fee obligation, who must give notice under section 5.203, generally will not be the seller required to give notice under section 5.205. While a purchaser may attempt to void a sale if the seller does not provide the notice required under section 5.205, a seller’s failure to provide notice will not void the payee’s interest in the underlying private transfer fee obligation.

S U M M A R Y

If the payee of a private transfer fee obligation fails to comply with the notice requirements under section 5.203 of the Property Code, the private transfer fee obligation is void, and the property is not subject to further obligation under the private transfer fee obligation. The Legislature did not authorize substantial compliance with the notice requirements of section 5.203. A court would therefore likely conclude that a payee must strictly comply with those requirements, and failure to meet even one payee requirement would void the private transfer fee obligation.

Chapter 5, subchapter G of the Property Code does not address the validity or enforceability of a private transfer fee obligation when a change in the use of the underlying land occurs.

Section 5.205 of the Property Code requires that a "seller of real property that may be subject to a private transfer fee obligation shall provide written notice to a potential purchaser stating that the obligation may be governed by this subchapter." The Legislature did not provide specific requirements regarding this notice, and a court is unlikely to read requirements into the statute that the Legislature did not enact. A seller's failure to provide notice under section 5.205 will not void the private transfer fee obligation.

Very truly yours,



KEN PAXTON  
Attorney General of Texas

JEFFREY C. MATEER  
First Assistant Attorney General

BRANTLEY STARR  
Deputy First Assistant Attorney General

VIRGINIA K. HOELSCHER  
Chair, Opinion Committee  
Assistant Attorney General, Opinion Committee

# EXHIBIT 2



03:30:16 PM FD 1/12

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

**DECLARATION OF COVENANT**

This Declaration of Covenant was designed to comply with Tex. Prop. Code §5.017.

**NOTICE TO CLOSING AGENT, GRANTOR AND GRANTEE**

THIS DECLARATION OF COVENANT MAY REQUIRE COLLECTION OF A FEE, CHARGE OR ASSESSMENT IN CONNECTION WITH CONVEYANCE OF TITLE.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES.

**Instructions to Closing Agent:** Check the official public records for subsequent amendments to this Declaration. See ¶6 of this Declaration for exempt sales. For non-exempt sales made before termination of this Declaration (see ¶2), collect from Grantor one percent (1%) of the Consideration paid by the Grantee (see ¶5), retain Closing Agent fee (see ¶13d) and remit balance to Trustee (see ¶9, ¶14). Contact Trustee with inquiries related to this Declaration and for assistance with closing. See also ¶13.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COLLIN

This Declaration of Covenant (this "Declaration") is made by **PROSPER-LEGACY LAKES, LTD., A TEXAS LIMITED PARTNERSHIP**, whose mailing address is 5700 West Plano Parkway, Ste. 3000, Plano, TX 75093 (hereinafter "Declarant") for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property ("Property") located in Collin County, State of Texas, described as follows:

**The real property described in Exhibit "A" attached hereto and incorporated herein for all purposes.**

NOW THEREFORE, Declarant hereby declares that the Property shall be transferred, held, sold and conveyed subject to this Declaration and all matters set forth in this Declaration, which shall be deemed covenants running with the land and the title to the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof:

1. DEFINITIONS. In addition to words and phrases defined elsewhere in this Declaration, the following words when used in this Declaration shall have the following meanings:

a. "Beneficiary" and "Beneficiaries" shall refer to each party listed in Paragraph 17 of this Declaration, including all successors and assigns thereof.

b. "Closing Agent" or "Settlement Agent" shall have its customary meaning within the real estate industry and generally shall refer to the party responsible for conducting and/or facilitating a closing of a conveyance of all or any portion of the Property; usually either a title company, attorney or escrow agent who prepares paperwork and conducts a closing related to the Conveyance.



c. "Consideration" means the price actually paid or required to be paid for the real property or interest therein, including payment for an option or contract to purchase real property, whether or not expressed in the Conveyance Instrument and whether paid or required to be paid by money, property, or any other thing of value. It shall include the cancellation or discharge of an indebtedness or obligation. It shall also include the amount of any mortgage, purchase money mortgage, lien or other encumbrance, whether or not the underlying indebtedness is assumed or taken subject to.

(i) In the case of a creation of a leasehold interest or the granting of an option with use and occupancy of real property, Consideration shall include (without limitation) the value of the rental and other payments attributable to the use and occupancy of the real property or interest therein, the value of any amount paid for an option to purchase or renew and the value of rental or other payments attributable to the exercise of any option to renew.

(ii) In the case of a creation of a subleasehold interest, Consideration shall include (without limitation) the value of the sublease rental payments attributable to the use and occupancy of the real property, the value of any amount paid for an option to renew and the value of rental or other payments attributable to the exercise of any option to renew less the value of the remaining prime lease rental payments required to be made.

(iii) In the case of a Controlling Interest in any entity that owns real property, Consideration shall mean the fair market value of the real property or interest therein, apportioned based on the percentage of the ownership interest transferred or acquired in the entity.

(iv) In the case of an assignment or surrender of a leasehold interest or the assignment or surrender of an option or contract to purchase real property, Consideration shall not include the value of the remaining rental payments required to be made pursuant to the terms of such lease or the amount to be paid for the real property pursuant to the terms of the option or contract being assigned or surrendered.

(v) In the case of (i) the original conveyance of shares of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold by the cooperative corporation or cooperative plan sponsor and (ii) the subsequent conveyance by the owner thereof of such stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold for a cooperative unit other than an individual residential unit, Consideration shall include a proportionate share of the unpaid principal of any mortgage on the real property of the cooperative housing corporation comprising the cooperative dwelling or dwellings. Such share shall be determined by multiplying the total unpaid principal of the mortgage by a fraction, the numerator of which shall be the number of shares of stock being conveyed in the cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold and the denominator of which shall be the total number of shares of stock in the cooperative housing corporation.

d. "Controlling Interest" means (i) in the case of a corporation, either fifty percent or more of the total combined voting power of all classes of stock of such corporation, or fifty percent or more of the capital, profits or beneficial interest in such voting stock of such corporation, and (ii) in the case of a partnership, association, trust or other entity, fifty percent or more of the capital, profits or beneficial interest in such partnership, association, trust or other entity.

e. "Conveyance" means the transfer or transfers of any Real Property Interest by any method, including but not limited to sale, exchange, assignment, surrender, mortgage foreclosure, transfer in lieu of foreclosure, option, trust indenture, taking by eminent domain, conveyance upon liquidation or by a receiver, or transfer or acquisition of a Controlling Interest in any entity with a Real Property Interest. Transfer of a Real Property Interest shall include the creation of a leasehold or sublease only where (i) the sum of the term of the lease or sublease and any options for renewal exceeds forty-nine years, (ii) substantial capital improvements are or may be made by or for the benefit of the lessee or sublessee, and (iii) the lease or sublease is for substantially all of the premises constituting the portion of the Property that is the subject of the conveyance. Notwithstanding the foregoing, Conveyance shall not include a conveyance pursuant to devise, bequest or inheritance; the creation, modification, extension, spreading, severance, consolidation, assignment, transfer, release or satisfaction of a mortgage; a mortgage subordination agreement, a mortgage severance agreement, an instrument given to perfect or correct a recorded mortgage; or a release of lien of tax.

f. "Conveyance Instrument" shall mean the instrument of Conveyance, which shall include (without limitation): warranty deed; trustee deed; quit claim deed; executor's deed; administrator's deed; court order; lease; assignment; or other instrument of Conveyance.

g. "Estoppel Certificate" shall mean a document, in recordable form, signed by the Trustee, that sets forth whether or not there exists, at the time of issuance of the Estoppel Certificate, any amount due under, or defaults in connection with, this Declaration, as the same relates to the Property that is the subject of the Estoppel Certificate.



- h. "Grantor" means the Person making the Conveyance. Where the Conveyance consists of a transfer or an acquisition of a Controlling Interest in an entity with a Real Property Interest, "Grantor" means the entity with a Real Property Interest or a shareholder or partner transferring stock or partnership interest, respectively.
- i. "Grantee" means the Person who obtains the Real Property Interest as a result of a Conveyance.
- j. "Of Record" shall mean filed in the OPR.
- k. "OPR" shall mean the Office of Public Records (also known as, and also referred to herein as, "official public records", "real property records", "deed records", "county recorder's office", "county clerk's office" and "public records") of the county, municipality, parish, township, town or similar political subdivision in which the Property is located; the recorder's office for recording of deeds, liens and similar real property records. All documents required under this Declaration to be filed in the OPR shall be filed in recordable form, with all filing fees paid, and with a copy to the Trustee by certified mail.
- l. "Owner" shall mean the record owner(s) holding fee simple title to all or any part of the Property that is subject to this Declaration.
- m. "Parties to this Declaration" shall mean persons, firms and entities then holding rights or having obligations under this Declaration and their successors and assigns.
- n. "Person" means an individual, partnership, limited liability company, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, any combination of individuals, and any other form of unincorporated enterprise owned or conducted by two or more persons.
- p. "Property" shall mean the real property described on page one of this Declaration, together with (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the real property (collectively the "Improvements"); and (ii) all right, title and interest of Owner, now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, existing or proposed, abutting, adjacent, used in connection with or pertaining to the real property or the Improvements; and (2) all water and water rights, timber, and mineral interests on or pertaining to the real property. and SAVE AND EXCEPT any portion of the Property that is owned by a governmental entity (whether state, local, federal, or otherwise, hereinafter "Public Property"). This Covenant shall not apply to Public Property. Where the context requires it, the term Property shall refer to that portion of the Property that is sold or acquired in connection with a Conveyance.
- q. "Real Property Interest" includes title in fee, a leasehold interest, a beneficial interest, an encumbrance, development rights, air space and air rights, or any other interest with the right to use or occupancy of all or any portion of the Property or the right to receive rents, profits or other income derived from all or any portion of the Property. It shall also include an option or contract to purchase all or any portion of the Property, to the extent that such option or contract gives the Grantee use and occupancy rights of the real property. It shall not include a right of first refusal to purchase all or any portion of the Property.
- r. "Reconveyance Fee" shall mean the fee described in paragraph 5 of this Declaration, together with interest, costs and fees associated with an Unpaid Reconveyance Fee as otherwise described in this Declaration.
2. **TERM.** Except as otherwise provided herein, this Declaration and the covenants contained herein shall become binding upon the Property and the Parties to this Declaration upon filing of this Declaration in the OPR and shall expire at midnight ninety nine (99) years following the date referenced in paragraph 6(j) of this Declaration.
3. **CONSENT.** By acceptance of the Conveyance Instrument or Conveyance, each Owner of such Real Property Interest covenants, acknowledges, consents and agrees to the terms, conditions, promises, stipulations, grant of rights and authority, covenants, charges, liens, obligations, duties and restrictions contained in this Declaration, intending to be legally bound by same to the maximum extent allowed by law, and to the same extent as if expressed in the Conveyance Instrument, and takes and conveys such Real Property Interest subject to the provisions of this Declaration. Each Owner acquiring the Real Property Interest, whether expressed in the Conveyance Instrument or not, covenants and agrees to payment of the Reconveyance Fee upon a Conveyance by such Owner of such Real Property Interest, in whole or in part.
4. **CONSIDERATION FOR BENEFITS AND BURDENS.** By acceptance of a Conveyance Instrument or Conveyance, whether expressed therein or not, each Owner consents and agrees (a) that Declarant has caused one or more tangible and intangible improvements to, impressed benefits upon, or created common areas and easements appurtenant to, the Property; and/or (b) this Declaration is an essential component to the future stability of the community and the Property and will allow the Property to be used for other purposes by initial and subsequent owners;



(c) the Consideration paid by Owner was based in whole or in part upon the existence of this Declaration; (d) that this Declaration benefits the land within the community in which the Property is located, and, by extension, the Property itself and (e) that the foregoing and this Declaration benefit the Property and the Owner, (said benefits and consideration in "a-e" jointly and singularly "Property Benefits"). In addition, each Owner expressly covenants, acknowledges and agrees (i) that the Property Benefits all and singularly, jointly and severally, are appurtenant to the Property; (ii) the Reconveyance Fee is, in whole or in part, compensation for the Property Benefits, the Consideration paid for the Property, and for the rights granted herein and the benefits flowing therefrom, and (iii) that in consideration therefore, and for other good, valuable, independent and adequate consideration, the receipt and sufficiency of which is intended, acknowledged, stipulated and accepted by Owner's acceptance of a Conveyance Instrument, and as a covenant running with the Property and any portion thereof, the Owner shall be bound by the terms and conditions of this Declaration.

5. **AMOUNT DUE.** Except as otherwise provided herein, contemporaneous with, and as an encumbrance in connection with a Conveyance, the Grantor shall pay to Trustee, as trustee for Beneficiaries, a fee (the "Reconveyance Fee") equal to one percent (1%) of the Consideration (as defined in section 1(c)) paid by or on behalf of the Grantee in connection with the Conveyance.

6. **EXEMPTIONS.** The Reconveyance Fee shall not be assessed or payable in connection with a Conveyance (a) by the Declarant; (b) made by the Owner in connection with a mortgage where the conveyance is for the sole purpose of securing the mortgage or similar indebtedness of the Owner; (c) resulting from death or legal disability of an Owner, including transfers by will or probate; (d) by or to an Institutional Lender or trustee under a deed of trust made in connection with a judicial or non-judicial foreclosure of a mortgage; (e) by or to a governmental entity or agency (whether local, state, federal or otherwise) or a 501(c)(3) entity; (f) made by a Grantor with a Controlling Interest in the Grantee, or where the Grantor owns a Controlling Interest in the Grantor (an "Affiliate Transaction"); (g) made by order of a court (whether in connection with bankruptcy, divorce or otherwise); (h) where the Trustee cannot be identified by reference to the OPR; (i) where imposition of the Reconveyance Fee is prohibited by applicable law or (j) occurring prior to 01/01/2014. "Institutional Lender" shall mean any bank, government sponsored entity, savings and loan association or other lender that is licensed by state or federal government to engage in the business of owning, servicing or providing mortgage financing on real property.

7. **RESERVATION:** This Declaration and the premises and promises contained herein are intended to be a covenant running with the land and title to the real property and as a deed restriction (whether stated in the deed or not) and be binding upon each Owner and its successors and assigns. Whether expressed therein or not, a Conveyance Instrument conveying a Real Property Interest shall be deemed to contain therein a reservation providing that the Conveyance is expressly subject to this Declaration. Parties acquiring any portion of the Real Property Interest take title subject to this Declaration and the reservation heretofore provided. In the event of any conflict between the provisions of this Declaration and any Conveyance Instrument, this Declaration shall control.

8. **LIEN AND PRIORITY; LIABILITY; COLLECTION.** To the extent permitted by law, a Reconveyance Fee that is not paid when due ("Unpaid Reconveyance Fee") shall thereupon become a continuing lien and charge ("Lien") upon the portion of the Property that was the subject of the Conveyance giving rise to the Unpaid Reconveyance Fee ("Lien Property"), which Lien shall thereafter be binding upon such Lien Property and a personal obligation of such Lien Property's Owner, and:

a. The Lien is effective from and shall relate back to the most recent of the date of recording in the OPR of (1) this Declaration, (2) an Estoppel Certificate or (3) a Substitute Estoppel Certificate.

b. The Lien shall secure the Unpaid Reconveyance Fee as well as interest and all reasonable costs and attorney's fees incurred incident to the collection process.

c. The liability of an Institutional Lender mortgage (including its successor or assignees) for any Unpaid Reconveyance Fee is limited to one percent (1%) of the original first lien mortgage debt.

d. With the prior written consent of the Beneficiaries then holding a majority interest in this Declaration (which consent shall include instructions pertaining to payment of enforcement costs and disposition of Property ultimately acquired at any foreclosure) the Trustee may bring an action, in its name or on behalf of one or more Beneficiaries, to foreclose the Lien for Unpaid Reconveyance Fees, together with such other sums incident thereto, in the manner a mortgage of real property is foreclosed in the jurisdiction where the property is located (including a power of sale and non-judicial foreclosure if applicable) and may also bring an action to recover a money judgment for such Unpaid amounts. The Trustee is entitled to recover from the Owner of the Lien Property (including from the proceeds of the sale, if any) reasonable attorney's fees incurred in either a foreclosure action or an action to recover a money



judgment for Unpaid Reconveyance Fees.

- e. For the benefit of the Beneficiaries, the Trustee has the power to purchase the Lien Property at the foreclosure sale and to then hold, lease, mortgage, or convey it.
  - f. Except as otherwise set forth herein, the Lien Property shall remain subject to Unpaid Reconveyance Fees and any party acquiring title to Lien Property is liable for, and shall promptly pay to the Trustee, all Unpaid Reconveyance Fees accrued prior to the acquisition of the Lien Property by such party. This liability is without prejudice to any right that such party may have to seek contribution or indemnity from prior Grantor(s) or owner(s) of the Lien Property.
  - g. An Institutional Lender (or its successor or assignees) who acquires title to Lien Property by foreclosure (including by an instrument of conveyance in lieu of foreclosure) shall have no liability for Unpaid Reconveyance Fees that became due prior to the mortgagee's acquisition of title to such Lien Property.
  - h. For purposes of this subsection, the term "successor or assignee" as used with respect to an Institutional Lender includes only a subsequent holder of the first mortgage.
  - i. The Trustee shall be a proper party to intervene in any foreclosure proceeding related to Lien Property.
  - j. A foreclosure by the Trustee shall not extinguish this Declaration with respect to the Lien Property.
  - k. Any proceeding under one remedy shall not constitute an election of remedies. Failure to proceed under any remedy shall not be deemed a waiver of that remedy.
  - l. Unpaid sums due under this Declaration shall bear interest at the lesser of the maximum non-usurious lawful rate allowed by law or 18 percent per year. Interest shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. This provision overrides other provisions, demands or actions to the contrary.
  - m. Payment received by the Trustee in connection with exercising its rights against the Lien Property shall be applied first to any permissible accrued interest, then to any costs and reasonable attorney's fees incurred in collection, and then to the Unpaid Reconveyance Fee. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.
  - n. Within 10 business days after Trustee's receipt of a written request ("Estoppel Request") from an Owner or their designated representative, including any mortgagee or closing agent (the "Requesting Party"), the Trustee shall furnish to such Requesting Party an Estoppel Certificate. All Estoppel Requests shall include a copy of this Declaration and shall describe with reasonable particularity (i) the Owner; (ii) the approximate date of and Consideration for the Conveyance; and (iii) the Requesting Party's name, address and contact information. An Estoppel Certificate delivered by the Trustee shall be conclusive and binding upon the Trustee and Beneficiaries, and the Property described in the Estoppel Certificate shall not be subject to liens or claims arising out of this Declaration for any amounts or defaults (including, without limitation, Unpaid Reconveyance Fees) that may have accrued prior to the date of the Estoppel Certificate and which are not otherwise described within the Estoppel Certificate. If the Trustee fails to timely respond to a written request made pursuant to this provision, then after an additional five (5) days notice of intent to file a Substitute Estoppel Certificate ("Substitute Estoppel Notice") with a copy of said Substitute Estoppel Certificate contained therein, delivered to Trustee by certified mail, return receipt requested, it shall be conclusively deemed that there are no unpaid amounts or defaults as of the date of the request, and the Requesting Party shall have the right to record an affidavit (attaching all prior requests for an Estoppel Certificate) to such effect (a "Substitute Estoppel Certificate") in the OPR, provided that same is recorded within fourteen (14) days from date of mailing of the Substitute Estoppel Notice.
  - p. Within ten (10) business days from date of receipt of a written request from Trustee, an Owner or Closing Agent shall promptly provide information reasonably requested by the Trustee related to a Conveyance to or from an Owner, including date of Conveyance, the Grantor and Grantee, the Consideration, and a copy of any closing statement prepared in connection therewith (redacted as to each social security number, tax identification number, date of birth and financial account information appearing therein). By acceptance of a Conveyance Instrument, each Owner does thereby irrevocably authorize and instruct each Closing Agent involved in closing a Conveyance to comply with the foregoing, and does release said Closing Agent(s) from liability of whatever kind and of whatever nature arising out of or related to a Closing Agent's compliance with this provision.
  - q. The Trustee shall be entitled to charge a reasonable fee for Estoppel Certificates.
  - r. To the extent the foregoing conflicts with any applicable statute, the statute shall apply.
9. TRUSTEE AND SUCCESSORS. The following shall serve as Trustee:



National Covenant Clearinghouse., Attn: Rjon Robins, Esq., 6300 NW 5th Way, Ft. Lauderdale, FL 33309 (including any successor trustee, the "Trustee"). The Trustee shall serve as a neutral third party acting as a fiduciary to the Beneficiaries. Licensor and Trustee, and their successors and assigns, jointly or severally, shall be entitled to appoint a successor Trustee, succeeding to all rights and responsibilities of Trustee. In the event neither Licensor nor Trustee should be in existence, Beneficiaries holding a majority interest in this Declaration, acting jointly, or upon application of any Beneficiary a court of competent jurisdiction in Collin County, Texas, shall appoint a Trustee. Upon Trustee's request, parties to this Declaration shall promptly join in execution of any appointment made pursuant to this provision together with any documents necessary to effectuate same. However, failure of one or more party to provide written consent shall not invalidate an appointment. Appointment of a substitute Trustee shall be in writing and filed Of Record. To the extent permitted by law, all Parties to this Declaration jointly and severally waive any and all claims against Licensor and Trustee which arise out of or which are related to acts undertaken pursuant to this section.

10. **NON-JUDICIAL FORECLOSURE.** To the extent permitted by law, each Owner, by acceptance of the Conveyance Instrument, whether expressed therein or not, hereby expressly vests in the Trustee the power to bring all actions against such Owner personally for the collection of unpaid amounts due hereunder and the power to enforce any Liens by all methods available for enforcement of such Liens, including judicial and non-judicial foreclosure of Lien Property by an action or proceeding brought in the name of the Trustee or Beneficiaries in the manner provided for in the laws of the jurisdiction where the Lien Property is located for mortgage or deed of trust liens on real property, and Owner expressly grants the Trustee a power of sale of the Lien Property. In connection with a non-judicial foreclosure, and subject to any requirements imposed by applicable law, the Trustee shall:

- a. give notice of default, and notice of the foreclosure sale, to the Owner of the Lien Property;
- b. sell and convey the Lien Property to the highest bidder for cash, with conveyance subject to valid prior liens, and other valid and prior exceptions to conveyance and warranty, and to this Declaration; and
- c. from the proceeds of the sale, pay, in this order:
  - i. expenses of foreclosure, including a commission to the Trustee of 3% of the bid;
  - ii. five percent of the sums remaining after deducting 10(c)(i-iii) to a non-profit made pursuant to 12(b)
  - iii. to Beneficiaries, all sums due and unpaid, in accordance with their respective interest;
  - iii. any amounts required by law to be paid before payment to Owner; and
  - iv. to the Owner of the Lien Property prior to foreclosure, any balance.

Recitals in any Trustee's deed conveying the Lien Property will be presumed true. Foreclosure of sums due and secured by the Lien shall not discharge this Declaration. Trustee is authorized to undertake any lawful action necessary to effectuate this provision.

11. **TRUSTEE RIGHTS.** To the maximum extent permitted by law, Beneficiaries jointly and severally grant unto Trustee the right to undertake on behalf of Beneficiaries, as agent thereof, any action Trustee deems reasonably necessary or appropriate to prosecute, defend and exercise rights and obligations arising out of or related to this Declaration, including, but not limited to, the right to:

- a. collect and disburse sums in connection with this Declaration;
- b. undertake or defend, including retaining others to undertake and defend, legal, arbitration and administrative proceedings;
- c. execute Estoppel Certificates and similar documents;
- d. re-file this Declaration (or a document containing the terms and conditions thereof, including any abstract or similar document) if necessary to comply with any statutes (including recording statutes) that limit the duration or validity of, or liability for, this Declaration, provided, however, that the re-filed Declaration shall not extend the original Term. Any Lien arising under the re-filed instrument shall relate back to the most recent of date of recordation in the OPR of (i) this Declaration, (ii) an Estoppel Certificate or (iii) a Substitute Estoppel Certificate.
- e. with respect to each Conveyance retain, as its fee, three percent (3%) of any and all gross Reconveyance Fees and other sums collected and disbursed by the Trustee pursuant to the terms of this Declaration;
- f. retain from any sums due Beneficiaries, on a prorata basis in accordance with each Beneficiaries respective ownership interest in this Declaration, such amounts necessary to reimburse Trustee for reasonable and necessary expenses incurred in initiating or defending legal proceedings in connection with this Declaration;
- g. decline to undertake action under subsection b of this paragraph 11 until such time as the Beneficiaries have made suitable financial arrangements with Trustee for costs and expenses related to same.

12. **TRUSTEE DUTIES.** The Trustee shall, to the maximum extent allowed by law, and as agent for Beneficiaries:

- a. hold in trust for, and not more than ninety days from date of receipt pay to, the Beneficiaries, in proportion to



their respective ownership interest, all Reconveyance Fees (after permitted deductions and distributions otherwise described herein), arising out of or related to this Declaration;

b. retain in a separate escrow account five percent (5%) from all Reconveyance Fees received and within ninety days from date of receipt of same pay said funds to one or more non-profit or not-for-profit entities ('non-profit' or 'charity') engaged in non-political, non-religious activities for the direct or indirect benefit of the community within which the Property is located, it being the intention of this Declaration, the Beneficiaries and each owner that a portion of the Reconveyance Fee arising from the Property be reinvested in the community for the direct or indirect betterment of the Property and land within the community. The Parties to this Declaration, including each Owner (by acceptance of a Conveyance Instrument) acknowledge, agree and stipulate that (i) charities build better communities and enhance property values; (ii) the foregoing charitable allocation is good, independent and sufficient consideration for this Declaration and the Reconveyance Fee due hereunder and (iii) the foregoing touches and concerns the land. In no event shall a non-profit, as a condition of acceptance of funds, be required to segregate or trace the funds to the Property or the community. The Trustee's discretion and determination as to the interpretation and application of this subparagraph "b" shall be conclusive and no Beneficiary shall have a right or claim to the aforementioned funds or authority as to the disbursement of same, provided however that Licensor shall have the superior right (but not the obligation) to designate the non-profit(s) for receipt of funds pursuant to, and for the purposes stated in this subparagraph "b";

c. exercise the rights and duties assigned hereunder;

d. maintain records of Trustee's receipts and disbursements related to this Declaration;

e. execute Estoppel Certificates and similar documents reasonably requested by Requesting Parties;

f. exercise the Trustee Rights when reasonable or necessary to do so;

g. comply with any other written agreements between Trustee and Beneficiaries;

h. accept as agent for each Beneficiary service of process and other notices related to this Declaration; and

i. have (and is hereby granted) authority to undertake the foregoing as agent for the Beneficiaries.

Notwithstanding the foregoing, Trustee shall have no obligation to (i) issue payment to a non-profit or Beneficiary until the gross sum due and unpaid thereto exceeds One Hundred Dollars \$100.00 or (ii) pay or distribute interest accrued or collected on funds held by Trustee in accordance with this Declaration.

13. CLOSING AGENT ADMINISTRATION. In connection with any Conveyance:

a. a Closing Agent shall have no obligation to investigate or ascertain the location of a Trustee or any other information related to this Declaration by means other than by reference to the OPR.

b. if for any reason the Trustee cannot be located by reference to the OPR, a Closing Agent shall (1) remit to each Beneficiary that can be located through reference to the OPR each Beneficiary's prorata portion of the Reconveyance Fee, as determined by reference to the OPR, and (2) administer the balance of the Reconveyance Fee applying applicable state escheatment rules.

c. upon tender of payment to Trustee of sums due under this Declaration, or upon Closing Agent's written agreement to hold the Estoppel Certificate in trust and unrecorded until tender of payment of such sums to the Trustee, a Closing Agent shall be entitled to and Trustee shall issue an Estoppel Certificate;

d. where permitted by law a Closing Agent shall be and hereby is entitled to withhold from each Reconveyance Fee paid in connection with a Conveyance, and retain as a fee, the greater of \$100.00 or two percent (2%) of the Reconveyance Fee collected;

e. when in doubt as to duties or liabilities related to disbursement of funds, a Closing Agent shall (i) deposit said funds with the clerk of any court of competent jurisdiction in Collin County, and (ii) provide written notice of same to Trustee, and shall thereafter have no liability with respect to the deposited sums;

f. a Closing Agent shall be entitled to rely solely upon information contained in the OPR and is hereby released as to claims resulting from information not contained in the OPR; and

g. it is understood that Closing Agent shall be under no obligation to invest any funds deposited with it, nor shall it be accountable for any incidental benefit attributable to the funds which may be received by Closing Agent while it holds such funds.

14. PAYMENT AND NOTICE. Payment shall be deemed made when tendered to the Trustee in good and collected funds. In order to insure proper credit, payment transmittal must reference the recording information of this Declaration. Except as otherwise provided herein, notices, requests and communications of any kind required under or made in connection with this Declaration shall be deemed made when (1) sent by certified mail, return receipt requested to the Trustee or (2) acknowledged in writing by the Trustee. An Estoppel Certificate or similar written



acknowledgment of payment shall not be required in order to satisfy the then-existing indebtedness but Trustee shall be authorized to provide same, and in accordance with this Declaration shall do so upon request of a Closing Agent.

15. **ADDITIONAL RECONVEYANCE FEES PROHIBITED.** During the term of this Declaration no additional Reconveyance Fee or similar fee payable in connection with a Conveyance shall be imposed upon the Property as a covenant running with the land; provided, however, that the foregoing shall not prohibit fees, charges or assessments of whatever kind or of whatever nature payable to and for the benefit of a homeowner's association, governmental entity or non-profit organization.

16. **MODIFICATIONS.** Trustee shall be entitled to (and upon request of Licensor shall) make technical modifications to this Declaration for the purpose of securing or clarifying rights and obligations intended or contemplated in this Declaration, to correct clerical errors, to clarify ambiguity, to remove any contradiction in the terms hereof, or to make such other changes deemed necessary to comply with applicable law; provided, however, that no such modification shall (i) result in an increase in the total consideration contemplated in paragraph 5 of this Declaration, (ii) affect Owner's rights or obligations under this Declaration, (iii) extend the term of this Declaration nor (iv) make any modifications to substantive terms that change the general intent of this Declaration. Any modification shall be made by recorded instrument. Upon Trustee's request, all parties to this Declaration shall promptly join in execution of any document necessary to effectuate this provision, but failure to do so shall not impair any action taken pursuant to this provision. All parties to this Declaration jointly and severally waive any and all claims against Licensor and Trustee which arise out of or which are related to any modification undertaken in good faith by Trustee or Licensor pursuant to this section. In the event neither Licensor nor any heir, successor or assign thereof should be in existence then the foregoing rights shall automatically vest in the Beneficiaries, acting jointly by the holders of a majority interest in this Declaration. In the event the Declarant listed on page one is a beneficial owner at the time of any modification made pursuant to this paragraph 16, said Declarant's consent thereto shall be required.

17. **BENEFICIARIES.** All rights, interest, ownership and privileges in and to this Declaration, **SAVE AND EXCEPT** "Declarant's Right to Terminate" under paragraph 25, belong to and are hereby vested in the following Beneficiaries, who/which are each hereby declared the owner(s) of an undivided interest in this Declaration in the percentages shown below:

- a. Prosper-Legacy Lakes, Ltd., a Texas limited partnership, 5700 West Plano Parkway, Ste. 3000, Plano, TX 75093 (50%)
- b. FCP Holdings II, LLC., a Nevada limited liability company, P.O. Box 6193, Round Rock, TX 78683 (33%)
- c. OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner, 5225 Village Creek Dr., ste. 300, Plano, TX 75093 (10%)
- d. DTF Holdings Company, LLC., a Texas limited liability company, 600 Congress Avenue, Suite 1300, Austin, TX 78701 (5%)
- e. Jeffrey Tablak, 1990 Adele Place, San Jose, CA 95125 (2%)

18. **BENEFICIARY SALE/ASSIGNMENT.** Each Beneficiary is entitled to sell, convey, assign, pledge, subordinate and hypothecate, in whole or in part, their beneficial interest in this Declaration, provided however, that any offer to acquire the beneficial interest described in 17(a), made within five years from the date this Declaration was recorded in the OPR, shall include an equal offer per one percent interest for the remaining beneficial interests described under paragraph 17.

19. **BENEFICIARY DUTIES.** Each Beneficiary shall:

- a. provide notice of a purchase, sale, pledge, assignment or similar conveyance of all or part of Beneficiary's interest in this Declaration by filing notice of same in the OPR, with a copy to Trustee. The foregoing notice shall generally meet the content requirements of a Conveyance Instrument, containing therein a complete description of the parties, the interest conveyed and reference to the recording information of the document by which the grantor/assignor obtained title. Any person, firm or entity who acquires (by sale, assignment or otherwise), in whole or in part, rights in and to this Declaration shall, by taking such assignment, have consented and agreed to the terms of this Declaration.
- b. notify Trustee, in a method and manner reasonably required by Trustee, of any change in Beneficiary's mailing address or other material information and, failing to do, shall be subject to forfeiture to the state of Texas, applying state escheatment rules, all unpaid sums.

20. **LICENSE.** This Declaration was prepared under license from Freehold Capital Partners, Ltd., a Texas limited partnership, a Nevada corporation, (jointly and severally together with it's heirs, successors and assigns "Freehold" and "Licensor").



21. **LICENSOR'S AUTHORITY.** If Licensor should at any time hold less than a 5% beneficial interest in this Declaration, authority vested in Licensor by this Declaration shall then vest in Beneficiaries (whether one or more) holding a majority beneficial interest in this Declaration.

22. **IMPAIRMENT OF CONSIDERATION.** To the extent that Improvements or Property Benefits form, in whole or in part, the basis for consideration for the benefits and burdens imposed by this Declaration, the parties, by acceptance of a Conveyance Instrument, stipulate and agree to the adequacy of said Improvements and Property Benefits, and further stipulate and agree, by acceptance of a Conveyance Instrument, whether expressed therein or not, that neither destruction nor obsolescence of, nor defect in, said Improvements or Property Benefits shall directly or indirectly diminish, impair or invalidate this Declaration in any way. No party holding rights in and to this Declaration, as a beneficiary thereof, shall have an obligation to construct, maintain, warranty, modify, add to, or transfer additional improvements to the Property beyond the date of recordation of this Declaration, in order for this Declaration to be in full force and effect.

23. **BENEFIT AND BURDEN.** It is the intent of the Parties to this Declaration that this Declaration and the benefits, burdens, premises and promises contained herein run with the land and shall be binding upon and shall inure to the burden and benefit of each Owner and the Beneficiaries, together with their respective successors, heirs and assigns. All burdens and benefits are stipulated to be appurtenant to the land.

24. **SAVINGS CLAUSE.** In the event any provision in this Declaration, including any modification thereto, is adjudicated impermissible or unenforceable, then the offending provision shall be deemed modified to the extent possible and necessary to comply with applicable law and to preserve each Beneficiary's right to compensation equal to compensation originally contemplated under this Declaration.

25. **DECLARANT'S RIGHT TO TERMINATE.** Notwithstanding any provision or term to the contrary herein, this Declaration shall terminate and be rendered null, void and of no force and effect in its entirety with respect to any portion of the Property that is the subject of a Termination (hereinafter defined). As used herein, a "Termination" shall refer to a written document that (i) describes the portion of the Property to be released and exonerated from this Declaration ("Released Property"); (ii) is recorded in the OPR and (iii) is executed SOLELY by Declarant in Declarant's sole and absolute discretion without necessity of joinder of the Beneficiary(ies), the Trustee, an Owner, any non-profit designated in this Declaration or any other party affected by this Declaration (jointly and severally the "Affected Parties"). Declarant shall be free to record a Termination notwithstanding any duty or obligation to the Affected Parties and regardless of any financial or legal effect such Termination may or will have on Affected Parties. Notwithstanding the foregoing, Declarant shall have no right to record a Termination and no Termination shall be valid or effective after the earlier of the sale, conveyance, transfer or assignment of (x) Declarant's interest in the Released Property or (y) Declarant's beneficial interest in this declaration, whether in whole or in part. Within ten (10) days from date of filing a Termination, Declarant shall provide a copy to Trustee, by certified mail. If a Termination is recorded as provided above, the legal description of the Property, for purposes of this Declaration, shall be deemed amended to exclude the Released Property. Upon Declarant's written request, the Trustee and Affected Parties shall execute any document(s) necessary to effectuate this provision. This right to terminate is personal to the Declarant and cannot be conveyed or assigned.

26. **NO GENERAL ASSIGNMENT.** Any purported assignment of rights under this Declaration shall be invalid and of no force and effect unless said assignment specifically references this Declaration and is filed Of Record. In particular, but not by way of limitation, a general assignment by Declarant (whether by Conveyance Instrument, contract for sale, or otherwise), executed in connection with a sale of the Property or otherwise, shall not constitute a valid sale or assignment of Declarant's rights under this Declaration, or invalidate or modify this Declaration in any way.

27. **LOAN REQUIREMENT.** To the extent that any of the provisions of this Declaration shall be found to be contrary to the promulgated rules and regulations of the Federal Housing Administration, the Veterans Administration or any other recognized governmental or quasi-governmental lending institution or agency (public or private) primarily engaged in granting or insuring loans, to such an extent that same unreasonably interferes with a Grantee's or Owner's ability to obtain financing for the Property, Trustee shall have the right and authority to waive or subordinate such provision for purposes of a given loan and, upon request of the Beneficiaries holding a majority interest, shall do so.

28. **CONSTRUCTION.** This Declaration shall be liberally construed in and for the interest, benefit and protection of Beneficiaries.

29. **LIMITATION ON DAMAGES.** Except as otherwise provided herein no party to this Declaration shall be entitled to recover from another party to the Declaration, costs, including attorney fees, incurred in connection with



legal proceedings arising out of or related to this Declaration. Each party to this Declaration, including Owner, Trustee and Beneficiaries, hereby jointly and severally waive all claims against each other for exemplary, punitive, consequential, and emotional damages arising out of or related to this Declaration.

30. APPLICABLE LAW. This Declaration shall be construed according to the laws of the State of Texas as they exist at the time of filing of this Declaration. If any provision of this Declaration is found to be in violation or conflict with applicable law then said provision shall be amended only to the extent necessary to comply with the applicable law, but shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, this Declaration is executed on the date indicated below.

DECLARANT

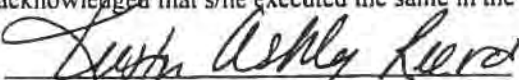
Prosper-Legacy Lakes, Ltd., a Texas limited partnership  
By: Bronson Holding, LLC., a Texas limited liability company

  
\_\_\_\_\_, Administrator  
Stephen L Goodman

STATE OF Texas §  
COUNTY OF COLLIN §

ACKNOWLEDGMENT

Before me, the Undersigned Notary, on the 13<sup>th</sup> day of October, 2009, personally appeared Stephen L. Goodman, Administrator of Bronson Holding, LLC General Partner, signer of the foregoing instrument, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that s/he executed the same in the aforementioned capacity for the purposes therein contained.

  
Notary Public, State of Texas

When Recorded  
Return To:  
Freehold Capital Partners  
P.O. Box 6193  
Round Rock, TX 78683  
Prepared By:  
Robert Wilson, Esq.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**269.506 ACRES**

**BEING** a tract of land located in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, Town of Prosper, Collin County, Texas and being all of those tracts of land described as Tract 1, Tract 2 and Tract 3 in Deed to White Cake, L.P., recorded in Document No. 20060221000227780, Deed Records, Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a point in County Road No. 4 at the Northwest corner of said Tract 1;

**THENCE** North 89 degrees 27 minutes 32 seconds East, along said County Road No. 4, a distance of 1,454.92 feet to a point at the Northeast corner of said Tract 1;

**THENCE** South 00 degrees 29 minutes 42 seconds East, leaving said County Road No. 4, a distance of 2,597.68 feet to a point in the North line of said Tract 2 at the Southeast corner of said Tract 1;

**THENCE** North 89 degrees 37 minutes 10 seconds East, along the North line of said Tract 2, a distance of 819.28 feet to a point at the Northeast corner of said Tract 2;

**THENCE** South 00 degrees 22 minutes 54 seconds West, along the East line of said Tract 2, a distance of 2,645.09 feet to a point at the Southeast corner of said Tract 2;

**THENCE** South 89 degrees 26 minutes 28 seconds West, along the South line of said Tract 2, a distance of 1,285.03 feet to a point at the most Southerly Southwest corner of said Tract 2;

**THENCE** North 00 degrees 14 minutes 09 seconds West, a distance of 933.72 feet to a point for corner;

**THENCE** South 89 degrees 39 minutes 34 seconds West, a distance of 497.95 feet to a point in the East line of said Tract 3 at the most Westerly Southwest corner of said Tract 2;

**THENCE** South 00 degrees 20 minutes 05 seconds East, along the East line of said Tract 3, a distance of 938.33 feet to a point at the Southeast corner of said Tract 3;

**THENCE** North 89 degrees 11 minutes 49 seconds West, along the South line of said Tract 3, a distance of 1,393.41 feet to a point at the Southwest corner of said Tract 3;

**THENCE** North 00 degrees 12 minutes 55 seconds East, along the West line of said Tract 3, a distance of 2,634.70 feet to a point at the Northwest corner of said Tract 3;

**THENCE** South 89 degrees 48 minutes 07 seconds East, along the North line of said



THE STATE OF TEXAS  
COUNTY OF COLLIN

Tract 3, a distance of 892.96 feet to a point at the Southwest corner of said Tract 1;

THENCE North 00 degrees 09 minutes 37 seconds West, leaving the North line of said Tract 3 and along the West line of said Tract 1, a distance of 2,592.41 feet to the POINT OF BEGINNING and containing 269.506 acres of land, more or less.

Stacey Kemp, County Clerk  
Collin County, Texas

By \_\_\_\_\_ Deputy

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
10/13/2009 03:30:16 PM  
\$60.00 BNOPP  
20091013001264880



THE STATE OF TEXAS  
COUNTY OF COLLIN

I, Stacey Kemp County Clerk,  
Court Collin County, Texas

Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office the 13 day of October, 20 09  
No 200910130D1264880.

Witness my hand and official seal at my office in McKinney,  
Texas, this 10 day of March, 2023.

Stacey Kemp Collin County Clerk  
Collin County, Texas

By: Ann Doolin, Deputy



# EXHIBIT 3



20120112000040210 01/12/2012 02:19:28 PM NO 1/14

Return to:  
Covenant Clearinghouse, LLC  
P O Box 7298  
New York, NY 10150

Prepared By:  
Law Offices of Robert Wilson  
26545 IH-10 West, Suite 150  
Boerne, Texas 78006

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### NOTICE

**NOTICE IS HEREBY GIVEN, pursuant to Texas Property Code §5.203, of the existence of a private transfer fee obligation ("Obligation") arising out of each document ("Instrument") identified in Exhibit A hereto, and encumbering the real property (the "Property") identified as follows:**

**The real property located in the State of Texas, County of Collin, being further described in each Instrument, said descriptions incorporated herein by reference as if fully set forth herein.**

**The Obligation is 1% of the gross sales price, due in connection with each non-exempt conveyance of the Property as provided in each Instrument, and subject to the terms and conditions of each Instrument. The Obligations expire as indicated in Exhibit A.**

**Funds arising from each Instrument will be used for the purposes described within each Instrument (said purposes as described therein being incorporated herein by reference as if fully set forth). Said purposes also being generally described as to provide reimbursement or repayment for improvements provided to the property; to provide funds for the betterment of the community, and/or for such other purposes as may be described within each Instrument or allowed by law.**

**The payees of the fee are the beneficiaries identified in the Instruments which are listed on Exhibit A and incorporated herein by reference.**



Covenant Clearinghouse, LLC, a Nevada limited liability company, FDR Station, P.O. Box 7298, New York, NY 10150, whose alternate contact information is contained within each Instrument and incorporated herein by reference, is the duly appointed designated payee of record authorized to accept payment for, and to act on behalf of, all payees under each Instrument. See [www.covenantclearinghouse.com](http://www.covenantclearinghouse.com) for additional payment instructions and contact information, which is incorporated herein by reference.



Authorized Representative, Covenant Clearinghouse, LLC  
Martin Levine

ACKNOWLEDGEMENT

STATE OF New York )

COUNTY OF New York )

On the 6 day of Jan 2014, the foregoing document was acknowledged before me by Martin Levine, on behalf of Covenant Clearinghouse, LLC, who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same in the aforementioned capacity for the purposes therein contained.



NOTARY PUBLIC

BRETT LEVINE

My commission expires: \_\_\_\_\_ Notary Public - State of New York  
No. 01LE8225009  
Qualified in New York County  
My Commission Expires August 2, 2014

By signature below, Licensor (as defined in the Instrument) ratifies and affirms the appointment of Covenant Clearinghouse, LLC. as Trustee under each Instrument.



Authorized Representative



**EXHIBIT "A"**

**Instrument recorded on 10/01/2009 as Document number 20091001001220270 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 2/28/2114, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Turnbridge Manor, Ltd; FCP Realty Interests II, LLC; DTF Holdings Company, LLC; Robert P. Wilson; PID Holdings, Ltd; Graydon Group, LLC;**

**Instrument recorded on 10/01/2009 as Document number 20091001001220280 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 2/28/2114, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are PDC 380 Prosper, Ltd; FCP Realty Interests II, LLC; DTF Holdings Company, LLC; Robert P. Wilson; PID Holdings, Ltd; Graydon Group, LLC;**

**Instrument recorded on 4/22/2009 as Document number 20090422000468010 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 4/21/2108, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove;**

**Instrument recorded on 4/22/2009 as Document number 20090422000467950 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 4/21/2108, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove;**



**EXHIBIT "A"**

**Instrument recorded on 4/22/2009 as Document number 20090422000467950 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 4/21/2108, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove;**

**Instrument recorded on 4/22/2009 as Document number 20090422000468020 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 4/21/2108, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove;**

**Instrument recorded on 10/01/2009 as Document number 20091001001220250 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 3/8/2114, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Princeton 380, LTD; FCP Realty Interests III, LLC; DTF Holdings Company, LLC; Robert P. Wilson; PID Holdings, Ltd; Graydon Group, LLC;**

**Instrument recorded on 10/13/2009 as Document number 20091013001264880 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Prosper-Legacy Lakes, Ltd; FCP Holdings II, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Jeffrey Tablak; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 8/12/2009 as Document number 20090812001015310 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Intervest Legacy, Ltd; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Jeffrey Tablak; Graydon Group, LLC;**

**Instrument recorded on 9/22/2009 as Document number 20090922001177620 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Anna 455 Commercial, LP; FCP Realty Interests III, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson; Graydon Group, LLC;**

**Instrument recorded on 9/22/2009 as Document number 20090922001177630 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Anna 455 Residential, LP; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson; Graydon Group, LLC;**

**Instrument recorded on 9/22/2009 as Document number 20090922001177650 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are McKinney 114 Land & Cattle, Ltd; FCP Realty Interests III, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 9/22/2009 as Document number 20090922001177610 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Prosper Partners, LP; C4D-I, Ltd; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson;**

**Instrument recorded on 9/22/2009 as Document number 2009-113224 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are GKL, LTD; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert Tablak; Graydon Group, LLC;**

**Instrument recorded on 8/20/2009 as Document number 20090820001046730 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are HFG VOM, LP; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Graydon Group, LLC;**

**Instrument recorded on 8/20/2009 as Document number 20090820001046740 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Holigan Financial Group, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 8/20/2009 as Document number 20090820001046710 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Holigan Land Development, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Graydon Group, LLC;**

**Instrument recorded on 8/20/2009 as Document number 20090820001046720 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Holigan Land Development, LTD; FCP Realty Interests III, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Graydon Group, LLC;**

**Instrument recorded on 8/14/2009 as Document number 20090814001022730 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are MA BB Owen, LP; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert Tablak; Graydon Group, LLC;**

**Instrument recorded on 8/20/2009 as Document number 20090820001046670 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are The Stoddard Group, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 8/20/2009 as Document number 20090820001046680 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are The Stoddard Group, LTD; FCP Realty Interests III, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Graydon Group, LLC;**

**Instrument recorded on 8/20/2009 as Document number 20090820001046690 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2112, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are The Stoddard Group, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Graydon Group, LLC;**

**Instrument recorded on 10/01/2009 as Document number 20091001001220290 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 2/28/2114, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Village Creek Partners, LTD; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert Tablak; Graydon Group, LLC;**

**Instrument recorded on 10/27/2009 as Document number 20091027001310760 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Seaport Properties, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 10/12/2009 as Document number 20091012001256050 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Campbell-Wylie Partners; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 9/29/2009 as Document number 20090929001205110 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Celina 682 Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 10/23/2009 as Document number 20091023001301720 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are County Corners Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 10/12/2009 as Document number 20091012001256060 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Custer West Partners IV, L.P; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 9/29/2009 as Document number 20090929001205120 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Estates at Creekside, Phase IV, Development, Inc; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 9/29/2009 as Document number 20090929001205140 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Forest-380 Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 9/29/2009 as Document number 20090929001205150 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Prosper Retail Partners, L.P; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 10/23/2009 as Document number 20091023001301730 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Swisher Partners, L.P; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 9/29/2009 as Document number 20090929001205130 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Expressway Plano Park Associates, Ltd; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 3/26/2010 as Document number 20100326000287980 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Crosstimbers Mapleshade Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 3/26/2010 as Document number 20100326000288000 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Headquarters Business Centre, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**

**Instrument recorded on 3/26/2010 as Document number 20100326000287990 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are 2021 Lofts, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 3/1/2010 as Document number 20100301000193460 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Swisher Partners, L.P; FCP Realty Interests III, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Martin Place Holdings, LLC; Graydon Group, LLC;**

**Instrument recorded on 1/27/2010 as Document number 20100127000088450 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 9/30/2113, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Savannah Homes, LP; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; FCP Sponsors, LLC; Martin Place Holdings, LLC; Graydon Group, LLC;**

**Instrument recorded on 4/22/2009 as Document number 20090422000468020 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are PMR Land/ Princeton Ltd.; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randal Dove;**

**Instrument recorded on 03/30/2010 as Document number 20100330000287560 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Passco Creekwalk H, LP; FCP Realty Interests III, LLC; Peter M. Thomas; McIntosh Enterprises, Inc; Harry G. "Skip" Smith; Graydon Group, LLC;**



**EXHIBIT "A"**

**Instrument recorded on 05/06/2010 as Document number 20100506000452150 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Passco Waters Edge H LP; FCP Realty Interests III, LLC; Peter M. Thomas; McIntosh Enterprises, Inc; Harry G. "Skip" Smith; Graydon Group, LLC;**

**Instrument recorded on 04/16/2010 as Document number 20100416000369150 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are II Creeks Corner Partners, LLC; FCP Realty Interests III, LLC;**

**Instrument recorded on as in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P. O. Box 7298, New York, NY 10150. The payees under the Instrument are II Creeks Development Group, Ltd; FCP Realty Interests III, LLC;**

**Instrument recorded on 4/16/2010 as Document number 20100416000369110 in the real property records of the County of Collin, State of Texas. The transfer fee obligation expires on 12/31/2110, as provided in the Instrument. The legal description of the property covered by this instrument is contained within the instrument which is referenced herein and incorporated by reference. The contact information for all payees is c/o Covenant Clearinghouse, P.O. Box 7298, New York, NY 10150. The payees under the Instrument are Richardson Lookout Development Group, LP; FCP Realty Interests III, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; FCP Sponsors, LLC; Buckingham Trading, LLC;**



THE STATE OF TEXAS  
COUNTY OF COLLIN  
Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
No \_\_\_\_\_  
Witness my hand and official seal at my office in McKinney,  
Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
Stacey Kemp, County Clerk  
Collin County, Texas  
By \_\_\_\_\_, Deputy

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/12/2012 02:19:28 PM  
\$79.00 CJAMAL  
20120112000040210



*Stacey Kemp*

THE STATE OF TEXAS  
COUNTY OF COLLIN

I, Stacey Kemp County Clerk,  
Court Collin County, Texas

Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office the 12 day of January, 20 12  
No 2012 0112002040210

Witness my hand and official seal at my office in McKinney,  
Texas, this 9 day of March, 20 23

Stacey Kemp Collin County Clerk  
Collin County, Texas

By: Kim Dadin, Deputy



# EXHIBIT 4

**Prepared by, Return to:**  
Law Offices of Robert Wilson  
26545 IH-10 West, Suite 150  
Boerne, Texas 78006

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**NOTICE OF TRANSFER FEE OBLIGATION**  
**(Texas Property Code §5.203)**

**THIS NOTICE OF PRIVATE TRANSFER FEE OBLIGATION CONCERNS CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF COLLIN, STATE OF TEXAS, AS MORE PARTICULARLY DESCRIBED IN THE INSTRUMENTS (EACH, AN "INSTRUMENT") IDENTIFIED IN THE ATTACHED EXHIBIT "A".**

**THIS IS A "NOTICE OF PRIVATE TRANSFER FEE OBLIGATION" IN COMPLIANCE WITH SECTION 5.203 OF THE TEXAS PROPERTY CODE.**

- 1. The private transfer fee is equal to one percent (1%) of the sales price, payable in connection with each transfer of title to all or any part of the real property identified in each instrument ("Property"), subject to the terms and conditions of each instrument. For example, if the Property is sold for \$200,000 the transfer fee would equal \$2,000.**
- 2. Covenant Clearinghouse, LLC, a Nevada limited liability company ("Covenant Clearinghouse"), is the designated payee of record. Unless otherwise specified on [www.covenantclearinghouse.com](http://www.covenantclearinghouse.com), payments will be deemed tendered to Covenant Clearinghouse upon actual receipt by Covenant Clearinghouse of good and collected funds sent by certified mail, return receipt requested (with a copy by regular mail), to:**  

<b>Covenant Clearinghouse, LLC</b>	<b><u>With An Electronic Copy To:</u></b>
<b>FDR Station P.O. Box 7298</b>	<b><a href="mailto:payment@covenantclearinghouse.com">payment@covenantclearinghouse.com</a></b>
<b>New York, NY 10150</b>	
- 3. Unless otherwise terminated by the terms of the instrument or by applicable law, the private transfer fee obligation expires on the date identified in Exhibit A.**



4. Funds from each private transfer fee obligation will be used for one or more lawful purposes, including, without limitation, reimbursing Grantor (as defined in the Instrument, including successors and assigns) for prior improvements made to the Property, reimbursing Grantor for betterments to or investments in the community of which the Property is a part, funding non-profit organizations, for purposes described in the Instrument, and/or for any other lawful purpose.
5. In addition to Covenant Clearinghouse, the name of each payee is identified in Exhibit A. Each Payee has authorized Covenant Clearinghouse to act as the payee's designated contact person in regard to this notice and the Instrument and, as such, each payee's contact information is: Covenant Clearinghouse, FDR Station, P.O. Box 7298, New York, NY 10150 (or such other contact information as may then be indicated on [www.covenantclearinghouse.com](http://www.covenantclearinghouse.com)).
6. The legal description of the Property is set forth in Exhibit A and incorporated herein.
7. Exhibit A is incorporated into this notice by reference for all purposes as if fully set forth.
8. This notice is made by Covenant Clearinghouse, LLC and all payees to each Instrument.

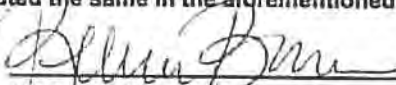
Covenant Clearinghouse, LLC

By:   
 Brett Levine, Manager

ACKNOWLEDGEMENT

STATE OF NEW YORK )  
 COUNTY OF NEW YORK )

On the 23 day of January, 2012, the foregoing document was acknowledged before me by Brett Levine, Manager, on behalf of Covenant Clearinghouse, LLC, who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same in the aforementioned capacity for the purposes therein contained.

  
 NOTARY PUBLIC

My commission expires: \_\_\_\_\_

REBECCA BALSAM  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 01BA6220369  
 Qualified in New York County  
 My Commission Expires April 12, 2014



**EXHIBIT "A"**

**Instrument recorded 10/01/2009 as Document number 20091001001220270 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Turnbridge Manor, Ltd; FCP Realty Interests II, LLC; DTF Holdings Company, LLC; Robert P. Wilson; PID Holdings, Ltd; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 2/28/2114.**

**Instrument recorded 10/01/2009 as Document number 20091001001220280 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are PDC 380 Prosper, Ltd; FCP Realty Interests II, LLC; DTF Holdings Company, LLC; Robert P. Wilson; PID Holdings, Ltd; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 2/28/2114.**

**Instrument recorded 4/22/2009 as Document number 20090422000468010 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 4/21/2108.**

**Instrument recorded 4/22/2009 as Document number 20090422000467950 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 4/21/2108.**



**EXHIBIT "A"**

**Instrument recorded 4/22/2009 as Document number 20090422000467950 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 4/21/2108.**

**Instrument recorded 4/22/2009 as Document number 20090422000468020 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are PMR II, Ltd; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randall Dove, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 4/21/2108.**

**Instrument recorded 10/01/2009 as Document number 20091001001220250 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Princeton 380, LTD; FCP Realty Interests III, LLC; DTF Holdings Company, LLC; Robert P. Wilson; PID Holdings, Ltd; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 3/8/2114.**

**Instrument recorded 10/13/2009 as Document number 20091013001264880 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Prosper-Legacy Lakes, Ltd; FCP Holdings II, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Jeffrey Tablak; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**



**EXHIBIT "A"**

**Instrument recorded 9/22/2009 as Document number 20090922001177620 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Anna 455 Commercial, LP; FCP Realty Interests III, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 9/22/2009 as Document number 20090922001177630 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Anna 455 Residential, LP; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 9/22/2009 as Document number 20090922001177650 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are McKinney 114 Land & Cattle, Ltd; FCP Realty Interests III, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 9/22/2009 as Document number 20090922001177610 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Prosper Partners, LP; C4D-I, Ltd; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert P. Wilson, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**



**EXHIBIT "A"**

**Instrument recorded 8/20/2009 as Document number 20090820001046730 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are HFG VOM, LP; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 8/20/2009 as Document number 20090820001046740 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Holigan Financial Group, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 8/20/2009 as Document number 20090820001046710 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Holigan Land Development, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 8/20/2009 as Document number 20090820001046720 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Holigan Land Development, LTD; FCP Realty Interests III, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**



**EXHIBIT "A"**

**Instrument recorded 8/14/2009 as Document number 20090814001022730 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are MA BB Owen, LP; XFER Holdings, LP; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert Tablak; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 8/20/2009 as Document number 20090820001046670 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are The Stoddard Group, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 8/20/2009 as Document number 20090820001046680 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are The Stoddard Group, LTD; FCP Realty Interests III, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**

**Instrument recorded 8/20/2009 as Document number 20090820001046690 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are The Stoddard Group, LTD; FCP Holdings I, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2112.**



**EXHIBIT "A"**

**Instrument recorded 10/01/2009 as Document number 20091001001220290 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Village Creek Partners, LTD; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Robert Tablak; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 2/28/2114.**

**Instrument recorded 10/27/2009 as Document number 20091027001310760 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Seaport Properties, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2110.**

**Instrument recorded 10/12/2009 as Document number 20091012001256050 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Campbell-Wylie Partners; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 9/29/2009 as Document number 20090929001205110 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Celina 682 Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**



**EXHIBIT "A"**

**Instrument recorded 10/23/2009 as Document number 20091023001301720 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are County Corners Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 9/29/2009 as Document number 20090929001205140 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Forest -380 Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 9/29/2009 as Document number 20090929001205150 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Prosper Retail Partners, L.P; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 10/23/2009 as Document number 20091023001301730 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Swisher Partners, L.P; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**



**EXHIBIT "A"**

**Instrument recorded 9/29/2009 as Document number 20090929001205130 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Expressway Plano Park Associates, Ltd; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 3/26/2010 as Document number 20100326000287980 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Crosstimbers Mapleshade Partners, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2110.**

**Instrument recorded 3/26/2010 as Document number 20100326000288000 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Headquarters Business Centre, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2110.**

**Instrument recorded 3/26/2010 as Document number 20100326000287990 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are 2021 Lofts, LP; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2110.**



**EXHIBIT "A"**

**Instrument recorded 3/1/2010 as Document number 20100301000193460 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Swisher Partners, L.P; FCP Realty Interests III, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Martin Place Holdings, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 1/27/2010 as Document number 20100127000088450 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Savannah Homes, LP; FCP Realty Interests I, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; FCP Sponsors, LLC; Martin Place Holdings, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 4/22/2009 as Document number 20090422000468020 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are PMR Land/ Princeton Ltd.; Freehold Licensing, Inc; Robert P. Wilson; Tom Laurin; Randal Dove, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2110.**

**Instrument recorded 03/30/2010 as Document number 20100330000297560 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Passco Creekwalk H, LP; FCP Realty Interests III, LLC; Peter M. Thomas; McIntosh Enterprises, Inc; Harry G. "Skip" Smith; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2110.**



THE STATE OF TEXAS  
COUNTY OF COLLIN  
Do hereby certify that the foregoing instrument is a true and correct copy of the instrument as filed in my office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**EXHIBIT "A"**

**Instrument recorded 10/12/2009 as Document number 20091012001256060 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth, SAVE AND EXCEPT for that portion of the Property that was released from the private transfer fee obligation by virtue of the document filed on 10/24/2011 as document number 20111024001138140, in the real property records of the County of Collin, State of Texas, said released property being described therein and incorporated herein by reference as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Custer West Partners IV, L.P; FCP Realty Interests II, LLC; CBGS, LLC; OLT Properties, Ltd; DTF Holdings Company, LLC; Buckingham Trading, LLC; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 9/30/2113.**

**Instrument recorded 05/06/2010 as Document number 20100506000452150 in the real property records of the County of Collin, State of Texas, affecting the real property described within the Instrument, said description therein being incorporated herein by reference for all purposes as if fully set forth. In addition to Covenant Clearinghouse, Payees under this Instrument are Passco Waters Edge H LP; FCP Realty Interests III, LLC; Peter M. Thomas; McIntosh Enterprises, Inc; Harry G. "Skip" Smith; Cinco West Development, LLC, together with their respective heirs, successors, and assigns. Except as otherwise provided in the Instrument or by law, the private transfer fee obligation expires 12/31/2110.**



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/23/2012 02:22:19 PM  
\$60.00 DFOSTER  
20120123000078640

*Stacey Kemp*

THE STATE OF TEXAS  
COUNTY OF COLLIN

I, Stacey Kemp County Clerk,  
Court Collin County, Texas

Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office the 23 day of January, 2012  
No 2012.0123 000078640

Witness my hand and official seal at my office in McKinney,  
Texas, this 9 day of March, 2023.

Stacey Kemp Collin County Clerk  
Collin County, Texas

By: [Signature], Deputy



# EXHIBIT 5

**NOTICE OF PRIVATE TRANSFER FEE OBLIGATION**

*(Per Texas Property Code §5.203(d)(1))*

THIS NOTICE OF PRIVATE TRANSFER FEE OBLIGATION IS PROVIDED TO AND FOR THE BENEFIT OF THE PUBLIC IN COMPLIANCE WITH SECTION 5.203 OF THE TEXAS PROPERTY CODE ("TPC"), AND CONCERNS REAL PROPERTY SITUATED IN COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT(S) IDENTIFIED IN EXHIBIT "A" HERETO. THE PROPERTY DESCRIPTION IN EACH INSTRUMENT IS INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. See TPC §5.203(a), §5.203(d)(1).

1. The private transfer fee is equal to ONE PERCENT (1%) of the SALES PRICE paid in connection with each transfer of title to all or any part of the real property (the Property") identified in each private transfer fee covenant in Exhibit A (each an "Instrument"), subject to and governed by the terms and conditions of each Instrument. For example, if the Property is sold for a Sales Price of \$200,000.00 the transfer fee will be \$2,000.00 See TPC §5.203(c)(2).

2. Covenant Clearinghouse, LLC, a Nevada limited liability company ("Covenant Clearinghouse"), is the designated payee of record. Payments, notices, and communications (together "Tender") related to an Instrument will be deemed received by Covenant Clearinghouse on behalf of each Payee only upon actual receipt by Covenant Clearinghouse. Unless otherwise directed by instructions at "<http://www.covenantclearinghouse.com>" Tender shall be sent (and shall not be deemed received or rejected by Covenant Clearinghouse or any Payee unless sent) via certified mail, return receipt requested, postage paid, to:

Covenant Clearinghouse, LLC  
P.O. Box 6193  
Round Rock, TX 78683-6193

*WITH A COPY VIA REGULAR MAIL &  
WITH AN ELECTRONIC COPY TO  
[trustee@covenantclearinghouse.com](mailto:trustee@covenantclearinghouse.com)*

*See TPC§5.203(b);§5.203(c)(6) & §5.204*

3. Unless otherwise terminated by the terms of an Instrument, any subsequent document of record, or by applicable law, the private transfer fee obligation arising from an Instrument will expire on the relevant date indicated in Exhibit A. See TPC §5.203(c)(3).

4. Funds from each private transfer fee obligation will be used for any lawful purposes, including, without limitation, reimbursing Declarant (as defined in the Instrument, including successors and assigns) for prior improvements made to the Property, reimbursing Declarant for betterments to or investments in the community in which the Property is located, funding non-profit organizations, and/or for such purposes as may be described in an Instrument or allowed by law. See TPC §5.203(c)(4).



5. Each Payee is identified in Exhibit A. Covenant Clearinghouse is authorized to act as the Payee's designated contact person for all purposes relating to the Instrument. Each Payee's contact information is c/o Covenant Clearinghouse, via the contact information shown in sec. 2 of this Notice. See TPC §5.203(c)(5).

6. The legal description of the Property encumbered by an Instrument is set forth in Exhibit A hereto, by incorporation herein of the legal description contained in each Instrument (said Instruments, and the legal descriptions described therein, are herein jointly and severally incorporated by reference as if fully set forth herein). See TPC §5.203 (8).

7. Each Exhibit and attachment hereto, and each Instrument listed in Exhibit A hereto (together with each Exhibit and attachment thereto) are incorporated into this Notice by reference for all purposes as if fully set forth.

8. This notice is made as to each Payee of each Instrument listed in Exhibit A.

9. No rights are claimed herein in contravention or excess of those arising from an Instrument (including as amended, modified or terminated by subsequent recorded instrument) or permitted by law. You must consult with and rely solely on independent legal counsel regarding rights and obligations arising from an Instrument or this Notice.

x Kelly Moore, its duly authorized agent  
Covenant Clearinghouse, LLC.

ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF TRAVIS )

On the 20<sup>th</sup> day of January, 2015, the foregoing instrument was acknowledged before me by Kelly M. Moore, duly authorized agent of Covenant Clearinghouse, LLC.

Prepared By  
Law Office of Robert Wilson  
State Bar # 21718575

[Signature]  
NOTARY PUBLIC  
My commission expires: 4/24/2017

RETURN TO  
First Close Title  
6618 Sitio Del Rio Blvd., Bldg E-101  
Austin Texas 78730 (Tel) 512 354 1450  
www.firstclose.com

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
John Littell, Notary Public  
Baldwin Boro, Allegheny County  
My Commission Expires April 24, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



**Exhibit A**

(CLOSING AGENT: USE THE REF #### BELOW FOR INQUIRIES VIA WWW.COVENANTCLEARINGHOUSE.COM)

**This Notice applies to each of the following Private  
Transfer Fee Obligations (each an "Instrument")**

Instrument recorded by Passco Waters Edge H LP, a Delaware limited partnership, Waters Edge TIC 1, LP, a Delaware limited partnership, Waters Edge TIC 2, LP, a Delaware limited partnership, Waters Edge TIC 3, LP, a Delaware limited partnership, Waters Edge TIC 4, LP, a Delaware limited partnership, Waters Edge TIC 5, LP, a Delaware limited partnership, Waters Edge TIC 6, LP, a Delaware limited partnership, Waters Edge TIC 7, LP, a Delaware limited partnership, Waters Edge TIC 8, LP, a Delaware limited partnership, Waters Edge TIC 9, LP, a Delaware limited partnership, Waters Edge TIC 10, LP, a Delaware limited partnership, Waters Edge TIC 11, LP, a Delaware limited partnership, Waters Edge TIC 12, LP, a Delaware limited partnership, Waters Edge TIC 13, LP, a Delaware limited partnership, Waters Edge TIC 15, LP, a Delaware limited partnership, Waters Edge TIC 16, LP, a Delaware limited partnership, Waters Edge TIC 17, LP, a Delaware limited partnership, Waters Edge TIC 18, LP, a Delaware limited partnership, Waters Edge TIC 19, LP, a Delaware limited partnership, Waters Edge TIC 20, LP, a Delaware limited partnership, Waters Edge TIC 21, LP, a Delaware limited partnership, Waters Edge TIC 22, LP, a Delaware limited partnership, Waters Edge TIC 23, LP, a Delaware limited partnership, Waters Edge TIC 24, LP, a Delaware limited partnership, Waters Edge TIC 25, LP, a Delaware limited partnership, Waters Edge TIC 26, LP, a Delaware limited partnership, Waters Edge TIC 27, LP, a Delaware limited partnership, Waters Edge TIC 28, LP, a Delaware limited partnership, Waters Edge TIC 29, LP, a Delaware limited partnership, Waters Edge TIC 31, LP, a Delaware limited partnership, Waters Edge TIC 32, LP, a Delaware limited partnership, Waters Edge TIC 33, LP, a Delaware limited partnership, Waters Edge TIC 34, LP, a Delaware limited partnership, Waters Edge TIC 35, LP, a Delaware limited partnership, Waters Edge TIC 36, LP, a Delaware limited partnership (as Declarant therein) on or about 5/6/2010 as Document 20100506000452150 in the Official Deed Records of Collin County, Texas, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to Covenant Clearinghouse, LLC., Payees under this Instrument are: Passco Waters Edge H LP, a Delaware limited partnership, Waters Edge TIC 1, LP, a Delaware limited partnership, Waters Edge TIC 2, LP, a Delaware limited partnership, Waters Edge TIC 3, LP, a Delaware limited partnership, Waters Edge TIC 4, LP, a Delaware limited partnership, Waters Edge TIC 5, LP, a Delaware limited partnership, Waters Edge TIC 6, LP, a Delaware limited partnership, Waters Edge TIC 7, LP, a Delaware limited partnership, Waters Edge TIC 8, LP, a Delaware limited partnership, Waters Edge TIC 9, LP, a Delaware limited partnership, Waters Edge TIC 10, LP, a Delaware limited partnership, Waters Edge TIC 11, LP, a Delaware limited partnership, Waters Edge TIC 12, LP, a Delaware limited partnership, Waters Edge TIC 13, LP, a Delaware limited partnership, Waters Edge TIC 15, LP, a Delaware limited partnership, Waters Edge TIC 16, LP, a Delaware limited partnership, Waters Edge TIC 17, LP, a Delaware limited partnership, Waters Edge TIC 18, LP, a Delaware limited partnership, Waters Edge TIC 19, LP, a Delaware limited partnership, Waters Edge TIC 20, LP, a Delaware limited partnership, Waters Edge TIC 21, LP, a Delaware limited partnership,



Delaware limited partnership, Waters Edge TIC 22, LP, a Delaware limited partnership, Waters Edge TIC 23, LP, a Delaware limited partnership, Waters Edge TIC 24, LP, a Delaware limited partnership, Waters Edge TIC 25, LP, a Delaware limited partnership, Waters Edge TIC 26, LP, a Delaware limited partnership, Waters Edge TIC 27, LP, a Delaware limited partnership, Waters Edge TIC 28, LP, a Delaware limited partnership, Waters Edge TIC 29, LP, a Delaware limited partnership, Waters Edge TIC 31, LP, a Delaware limited partnership, Waters Edge TIC 32, LP, a Delaware limited partnership, Waters Edge TIC 33, LP, a Delaware limited partnership, Waters Edge TIC 34, LP, a Delaware limited partnership, Waters Edge TIC 35, LP, a Delaware limited partnership, Waters Edge TIC 36, LP, a Delaware limited partnership; FCP Realty Interests III, LLC., a Nevada LLC; Peter M. Thomas; McIntosh Enterprises, Inc; Harry G. "Skip" Smith; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 1/1/2112. (Ref: 7389)

Instrument recorded by **Headquarters Business Centre, LP., a Texas limited partnership** (as Declarant therein) on or about 3/26/2010 as Document 20100326000288000 in the Official Deed Records of Collin County, Texas, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.,** Payees under this Instrument are: Headquarters Business Centre, LP., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 1/1/2112. (Ref: 5255)

Instrument recorded by **Savannah Homes, LP., a Texas limited partnership** (as Declarant therein) on or about 1/27/2010 as Document 20100127000088450 in the Official Deed Records of Collin County, Texas, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.,** Payees under this Instrument are: Savannah Homes, LP., a Texas limited partnership; FCP Realty Interests I, LLC., a Nevada LLC; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; FCP Sponsors, LLC., a Nevada LLC; Martin Place Holdings, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 10/1/2114. (Ref: 6825)

Instrument recorded by **MA BB Owen, LP., a Texas limited partnership & MA BBO Five, LP., a Texas limited partnership** (as Declarant therein) on or about 8/14/2009 as Document 20090814001022730 in the Official Deed Records of Collin County, Texas, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC,**



Payees under this Instrument are: MA BB Owen, LP., a Texas limited partnership & MA BBO Five, LP., a Texas limited partnership; XFER Holdings, LP., a Texas limited partnership; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Robert Tablak; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 1/1/2114. (Ref: 3335)

Instrument recorded by Passco Creekwalk H, LP, a Delaware limited partnership, Creekwalk TIC 1 GP, LLC, a Delaware limited liability company, Creekwalk TIC 2 GP, LLC, a Delaware limited liability company, Creekwalk TIC 3 GP, LLC, a Delaware limited liability company, Creekwalk TIC 4 GP, LLC, a Delaware limited liability company, Creekwalk TIC 5 GP, LLC, a Delaware limited liability company, Creekwalk TIC 6 GP, LLC, a Delaware limited liability company, Creekwalk TIC 7 GP, LLC, a Delaware limited liability company, Creekwalk TIC 8 GP, LLC, a Delaware limited liability company, Creekwalk TIC 9 GP, LLC, a Delaware limited liability company, Creekwalk TIC 10 GP, LLC, a Delaware limited liability company, Creekwalk TIC 11 GP, LLC, a Delaware limited liability company, Creekwalk TIC 12 GP, LLC, a Delaware limited liability company, Creekwalk TIC 13 GP, LLC, a Delaware limited liability company, Creekwalk TIC 14 GP, LLC, a Delaware limited liability company, Creekwalk TIC 15 GP, LLC, a Delaware limited liability company, Creekwalk TIC 16 GP, LLC, a Delaware limited liability company, Creekwalk TIC 17 GP, LLC, a Delaware limited liability company, Creekwalk TIC 18 GP, LLC, a Delaware limited liability company, Creekwalk TIC 19 GP, LLC, a Delaware limited liability company, Creekwalk TIC 20 GP, LLC, a Delaware limited liability company, Creekwalk TIC 21 GP, LLC, a Delaware limited liability company, Creekwalk TIC 22 GP, LLC, a Delaware limited liability company, Creekwalk TIC 23 GP, LLC, a Delaware limited liability company, Creekwalk TIC 24 GP, LLC, a Delaware limited liability company, Creekwalk TIC 25 GP, LLC, a Delaware limited liability company, Creekwalk TIC 26 GP, LLC, a Delaware limited liability company, Creekwalk TIC 27 GP, LLC, a Delaware limited liability company, Creekwalk TIC 28 GP, LLC, a Delaware limited liability company

(as Declarant therein) on or about 3/30/2010 as Document 20100330000297560 in the Official Deed Records of Collin County, Texas, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Passco Creekwalk H, LP, a Delaware limited partnership, Creekwalk TIC 1 GP, LLC, a Delaware limited liability company, Creekwalk TIC 2 GP, LLC, a Delaware limited liability company, Creekwalk TIC 3 GP, LLC, a Delaware limited liability company, Creekwalk TIC 4 GP, LLC, a Delaware limited liability company, Creekwalk TIC 5 GP, LLC, a Delaware limited liability company, Creekwalk TIC 6 GP, LLC, a Delaware limited liability company, Creekwalk TIC 7 GP, LLC, a Delaware limited liability company, Creekwalk TIC 8 GP, LLC, a Delaware limited liability company, Creekwalk TIC 9 GP, LLC, a Delaware limited liability company, Creekwalk TIC 10 GP, LLC, a Delaware limited liability company, Creekwalk TIC 11 GP, LLC, a Delaware limited liability company, Creekwalk TIC 12 GP, LLC, a Delaware limited liability company, Creekwalk TIC 13 GP, LLC, a Delaware limited liability company, Creekwalk TIC 14 GP, LLC, a Delaware limited liability company, Creekwalk TIC 15 GP, LLC, a Delaware limited liability company, Creekwalk TIC 16 GP, LLC, a Delaware limited liability company, Creekwalk TIC 17 GP, LLC, a Delaware limited liability company, Creekwalk TIC 18 GP, LLC, a Delaware limited liability company, Creekwalk TIC 19 GP, LLC, a Delaware limited liability company,



company, Creekwalk TIC 20 GP, LLC, a Delaware limited liability company, Creekwalk TIC 21 GP, LLC, a Delaware limited liability company, Creekwalk TIC 22 GP, LLC, a Delaware limited liability company, Creekwalk TIC 23 GP, LLC, a Delaware limited liability company, Creekwalk TIC 24 GP, LLC, a Delaware limited liability company, Creekwalk TIC 25 GP, LLC, a Delaware limited liability company, Creekwalk TIC 26 GP, LLC, a Delaware limited liability company, Creekwalk TIC 27 GP, LLC, a Delaware limited liability company, Creekwalk TIC 28 GP, LLC, a Delaware limited liability company ; FCP Realty Interests III, LLC., a Nevada LLC; Peter M. Thomas; McIntosh Enterprises, Inc; Harry G. "Skip" Smith; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 1/1/2112. (Ref: 7373)

Instrument recorded by **Prosper Retail Partners, L.P., a Texas limited partnership** (as Declarant therein) on or about **9/29/2009** as Document **20090929001205150** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Prosper Retail Partners, L.P., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 4992)

Instrument recorded by **Crosstimbers Mapleshade Partners, LP., a Texas limited partnership** (as Declarant therein) on or about **3/26/2010** as Document **20100326000287980** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Crosstimbers Mapleshade Partners, LP., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **1/1/2112**. (Ref: 5253)

Instrument recorded by **2021 Lofts, LP., a Texas limited partnership** (as Declarant therein) on or about **3/26/2010** as Document **20100326000287990** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: 2021 Lofts, LP., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC



Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 1/1/2112. (Ref: 5257)

Instrument recorded by **Seaport Properties, LP., a Texas limited partnership** (as Declarant therein) on or about **10/27/2009** as Document **20091027001310760** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.,** Payees under this Instrument are: Seaport Properties, LP., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 1/1/2112. (Ref: 4955)

Instrument recorded by **PMR Creekfield, Ltd, a Texas limited liability partnership** (as Declarant therein) on or about **4/22/2009** as Document **20090422000468010** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.,** Payees under this Instrument are: PMR II, Ltd., a Texas Limited Partnership; Freehold Licensing, Inc., a Nevada Corporation; Robert P. Wilson; Tom Laurin; Randal Dove; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **4/22/2109.** (Ref: 2745)

Instrument recorded by **Turnbridge Manor, LTD.** (as Declarant therein) on or about **10/1/2009** as Document **20091001001220270** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.,** Payees under this Instrument are: Turnbridge Manor, LTD.; FCP Realty Interests II, LLC., a Nevada LLC; DTF Holdings Company, LLC., a Texas limited liability company; Robert P. Wilson; PID Holdings, Ltd., a Texas limited partnership; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **3/1/2115.** (Ref: 2565)

Instrument recorded by **PMR Land-Princeton, Ltd., a Texas limited partnership** (as Declarant therein) on or about **4/22/2009** as Document **20090422000467950** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.,** Payees under this Instrument



are: PMR Land-Princeton, Ltd., a Texas limited partnership; Freehold Licensing, Inc., a Nevada Corporation; Robert P. Wilson; Tom Laurin; Randal Dove; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 4/22/2109. (Ref: 2746)

Instrument recorded by **PMR Land-Princeton, Ltd., a Texas limited partnership** (as Declarant therein) on or about 4/22/2009 as Document **20090422000467950** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: PMR Land-Princeton, Ltd., a Texas limited partnership; Freehold Licensing, Inc., a Nevada Corporation; Robert P. Wilson; Tom Laurin; Randal Dove; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 4/22/2109. (Ref: 2747)

Instrument recorded by **PMR Land-Princeton, Ltd., a Texas limited partnership** (as Declarant therein) on or about 4/22/2009 as Document **20090422000468020** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: PMR Land-Princeton, Ltd., a Texas limited partnership; Freehold Licensing, Inc., a Nevada Corporation; Robert P. Wilson; Tom Laurin; Randal Dove; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 4/22/2109. (Ref: 2748)

Instrument recorded by **Princeton 380, LTD., a Texas limited partnership** (as Declarant therein) on or about 10/1/2009 as Document **20091001001220250** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument, including the following document(s) recorded in the aforementioned Official Deed Records and incorporated herein by reference: Document filed on or about 5/8/2013 as Document Number 20130508000632460. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Princeton 380, LTD., a Texas limited partnership; FCP Realty Interests III, LLC., a Nevada LLC; DTF Holdings Company, LLC., a Texas limited liability company; Robert P. Wilson; PID Holdings, Ltd., a Texas limited partnership; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 3/9/2115. (Ref: 2758)

Instrument recorded by **PMR Land-Princeton, Ltd., a Texas limited partnership** (as Declarant therein) on or about 4/22/2009 as Document **20090422000468020** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument



are: PMR Land-Princeton, Ltd., a Texas limited partnership; Freehold Licensing, Inc., a Nevada Corporation; Robert P. Wilson; Tom Laurin; Randal Dove; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on 1/1/2112. (Ref: 7223)

Instrument recorded by **Prosper-Legacy Lakes, Ltd., a Texas limited partnership** (as Declarant therein) on or about **10/13/2009** as Document **20091013001264880** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Prosper-Legacy Lakes, Ltd., a Texas limited partnership; FCP Holdings II, LLC., a Nevada LLC; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Jeffrey Tablak; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **1/1/2114**. (Ref: 3028)

Instrument recorded by **HFG VOM, LP., a Texas limited partnership** (as Declarant therein) on or about **8/20/2009** as Document **20090820001046730** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: HFG VOM, LP., a Texas limited partnership; FCP Holdings I, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **1/1/2114**. (Ref: 3295)

Instrument recorded by **Holigan Financial Group, LTD., a Texas limited partnership** (as Declarant therein) on or about **8/20/2009** as Document **20090820001046740** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Holigan Financial Group, LTD., a Texas limited partnership; FCP Holdings I, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **1/1/2114**. (Ref: 3309)

Instrument recorded by **Holigan Land Development, LTD., a Texas limited partnership** (as Declarant therein) on or about **8/20/2009** as Document **20090820001046710** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within



the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Holigan Land Development, LTD., a Texas limited partnership; FCP Holdings I, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **1/1/2114**. (Ref: 3311)

Instrument recorded by **Holigan Land Development, LTD., a Texas limited partnership** (as Declarant therein) on or about **8/20/2009** as Document **20090820001046720** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Holigan Land Development, LTD., a Texas limited partnership; FCP Realty Interests III, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **1/1/2114**. (Ref: 3312)

Instrument recorded by **The Stoddard Group, LTD., a Texas limited partnership** (as Declarant therein) on or about **8/20/2009** as Document **20090820001046670** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: The Stoddard Group, LTD., a Texas limited partnership; FCP Holdings I, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **1/1/2114**. (Ref: 3433)

Instrument recorded by **The Stoddard Group, LTD., a Texas limited partnership** (as Declarant therein) on or about **8/20/2009** as Document **20090820001046680** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: The Stoddard Group, LTD., a Texas limited partnership; FCP Realty Interests III, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the



private transfer fee obligation expires on 1/1/2114. (Ref: 3434)

Instrument recorded by **County Corners Partners, L.P.** (as Declarant therein) on or about **10/23/2009** as Document **20091023001301720** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: **County Corners Partners, L.P.**; **FCP Realty Interests II, LLC.**, a Nevada LLC; **CBGS, LLC.**, a Texas limited liability company; **OLT Properties, Ltd.**, a Texas limited partnership, by **PDC Properties, Inc.**, a Texas corporation, its sole general partner; **DTF Holdings Company, LLC.**, a Texas limited liability company; **Buckingham Trading, LLC.**, a California limited liability company; **Cinco West Development, LLC.**, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 4979)

Instrument recorded by **Custer West Partners IV, L.P.**, a Texas limited partnership (as Declarant therein) on or about **10/12/2009** as Document **20091012001256060** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument, including the following document(s) recorded in the aforementioned Official Deed Records and incorporated herein by reference: Document filed on or about 10/24/2011 as Document Number 2011102400138140 and Document filed on or about 12/18/2013 as Document Number 20131218001659290. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: **Custer West Partners IV, L.P.**, a Texas limited partnership; **FCP Realty Interests II, LLC.**, a Nevada LLC; **CBGS, LLC.**, a Texas limited liability company; **OLT Properties, Ltd.**, a Texas limited partnership, by **PDC Properties, Inc.**, a Texas corporation, its sole general partner; **DTF Holdings Company, LLC.**, a Texas limited liability company; **Buckingham Trading, LLC.**, a California limited liability company; **Cinco West Development, LLC.**, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 4981)

Instrument recorded by **Estates at Creekside, Phase IV, Development, Inc.**, a Texas corporation (as Declarant therein) on or about **9/29/2009** as Document **20090929001205120** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument, including the following document(s) recorded in the aforementioned Official Deed Records and incorporated herein by reference: Document filed on or about 12/14/2009 as Document Number 2009121400492190; Document filed on or about 1/31/2011 as Document Number 20110131000116020; Document filed on or about 9/27/2010 as Document Number 20110131000116020; Document filed on or about 10/14/2010 as Document Number 20101014001115950; Document filed on or about 12/17/2010 as Document Number 20101217001387740; Document filed on or about 1/24/2011 as Document Number 20110124000090730; Document filed on or about 3/9/2011 as Document Number 20110309000257810; Document filed on or about 5/26/2011 as Document Number 20110526000544660; Document filed on or about 6/8/2011 as Document Number 20110608000589420; Document filed on or about 6/8/2011 as Document Number 20110608000589490; Document filed on or about 7/8/2011 as Document Number



20110708000707910; Document filed on or about 8/3/2011 as Document Number 20110803000815930; Document filed on or about 9/26/2011 as Document Number 20110926001021240; Document filed on or about 11/29/2011 as Document Number 20111129001286000; Document filed on or about 12/1/2011 as Document Number 20111201001296220; Document filed on or about 7/23/2011 as Document Number 20120723000889220. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Estates at Creekside, Phase IV, Development, Inc., a Texas corporation; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 4985)

Instrument recorded by **Forest 380 Partners, L.P.**, a Texas limited partnership (as Declarant therein) on or about **9/29/2009** as Document **20090929001205140** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Forest 380 Partners, L.P., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 4986)

Instrument recorded by **Swisher Partners, L.P.**, a Texas limited partnership (as Declarant therein) on or about **10/23/2009** as Document **20091023001301730** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**, Payees under this Instrument are: Swisher Partners, L.P., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 4998)

Instrument recorded by **Expressway Plano Park Associates, Ltd.**, a Texas limited partnership (as Declarant therein) on or about **9/29/2009** as Document **20090929001205130** in the Official Deed Records of **Collin County, Texas**, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to **Covenant Clearinghouse, LLC.**



THE STATE OF TEXAS  
COUNTY OF COLLIN  
I, Stacey Kemp, County Clerk  
do hereby certify that the foregoing instrument is a true and correct copy of the instrument as filed for

Payees under this Instrument are: Expressway Plano Park Associates, Ltd., a Texas limited partnership; FCP Realty Interests II, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Buckingham Trading, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 5007)

Instrument recorded by Swisher Partners, L.P., a Texas limited partnership (as Declarant therein) on or about **3/1/2010** as Document **20100301000193460** in the Official Deed Records of Collin County, Texas, affecting the real property described within the aforesaid Instrument (said description incorporated herein by reference), together with all modifications, renewals, and extensions of, and liens and encumbrances superior to, the Instrument. In addition to Covenant Clearinghouse, LLC., Payees under this Instrument are: Swisher Partners, L.P., a Texas limited partnership; FCP Realty Interests III, LLC., a Nevada LLC; CBGS, LLC., a Texas limited liability company; OLT Properties, Ltd., a Texas limited partnership, by PDC Properties, Inc., a Texas corporation, its sole general partner; DTF Holdings Company, LLC., a Texas limited liability company; Martin Place Holdings, LLC., a California limited liability company; Cinco West Development, LLC, a Texas limited liability company; together with their respective heirs, successors and assigns. Except as otherwise provided in the Instrument or required by operation of law, the private transfer fee obligation expires on **10/1/2114**. (Ref: 6687)

When Recorded Mail To:  
Financial Dimensions, Inc.  
7025 Clairton Road  
West Mifflin, PA 15122

1072296



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/22/2015 11:25:10 AM  
\$92.00 DFOSTER  
20150122000073240

*Stacey Kemp*

THE STATE OF TEXAS  
COUNTY OF COLLIN

I, Stacey Kemp County Clerk,  
Court Collin County, Texas

Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office the 22 day of January, 2015  
No 20150122000073240

Witness my hand and official seal at my office in McKinney,  
Texas, this 9 day of March, 2023

Stacey Kemp Collin County Clerk  
Collin County, Texas

By: Kim Jodin, Deputy



# EXHIBIT 6

## Notice of Private Transfer Fee Obligation

TITLE COMPANIES: AVOID CLAIMS - SEE IMPORTANT NOTICE ON SIGNATURE PAGE.

**Certain real property (the "Property", being further defined below) situated in COLLIN COUNTY, TEXAS may be subject to a transfer fee (an "Assessment").**

**ASSESSMENT DOCUMENT(S):** Each Declaration of Covenant (each an "Assessment Document" or "CCR") referenced in Exhibit "1" attached hereto. Exhibit "1", and each Instrument of record referenced therein (together with all Exhibits thereto), are incorporated herein by reference.

**PROPERTY:** Identified in Exhibit 1 and incorporated herein by reference.

**ASSESSMENT AMOUNT:** **One Percent (1%) of the Sales Price**, payable by the Seller in connection with each assessable transfer of title to the Property, as provided in the Assessment Document.

**EXAMPLES:** If the Sales Price is \$100,000 the Assessment Obligation is \$1,000; if the Sales Price is \$250,000 the Assessment Obligation is \$2,500; if the Sales Price is \$500,000 the Assessment Obligation is \$5,000; if the Sales Price is \$750,000 the Assessment Obligation is \$7,500.

**INQUIRIES:** Direct all inquiries to [www.covenantclearinghouse.com](http://www.covenantclearinghouse.com)

**PAYEE:** Covenant Clearinghouse, LLC, (the "**Servicing Agent**") is the duly appointed trustee (or successor trustee) pursuant to the Assessment Document, and is the designated agent and payee for all persons holding an interest in the Assessment Document, said payees identified in Exhibit 1 hereto, (each a "**Payee**"). Absent any public filing to the contrary, the Servicing Agent can, inter alia, on behalf of itself and each Payee, undertake action reasonable and necessary for administration of the Assessment (e.g. accept payment; issue written statements and estoppel certificates; file or release notices, claims and liens; execute releases; and similar action), as authorized by the Assessment Document and applicable law. The contact information for each Payee is in care of the Servicing Agent.

**PAYMENTS AND COMMUNICATIONS:** Payments and communications related to an Assessment will be deemed received by each Payee when received by the Servicing Agent in accordance with instructions maintained at [www.covenantclearinghouse.com](http://www.covenantclearinghouse.com) or, should any payment or communication attempted in accordance with the foregoing be undeliverable, then when delivered to the Servicing Agent by certified mail, return receipt requested, postage paid, to:

Covenant Clearinghouse  
P.O. Box 6193  
Round Rock, TX. 78683

*With a Copy Via Regular Mail, &  
With an Electronic Copy to:*  
[trustee@covenantclearinghouse.com](mailto:trustee@covenantclearinghouse.com)

plus an ADDITIONAL COPY sent certified mail to the Registered Agent for Covenant Clearinghouse at the address for said Registered Agent as then maintained in the records of the Nevada Secretary of State.

**USE:** Assessments will be used for any lawful purposes, which may include, but which may not be limited to, payments or reimbursements to Declarant, including for tangible or intangible benefits conferred upon the Property or the public; funding non-profit organizations; in connection with architectural works, and/or improvements previously provided and related to the Property; for sums due, paid, or payable to third parties; for IP rights associated with the Assessment Obligation, and/or as provided for within the Assessment Document or otherwise permitted by law.

**EXPIRATION:** As indicated in Exhibit "1".



**NO EXCESS CLAIMS:** No claims or assertions in contravention or excess of those lawfully arising from the Assessment Document or applicable law are made, and are specifically disclaimed. Nothing herein shall be legal advice or conclusions of law. Each party must rely solely upon legal counsel of their own choosing regarding the information provided herein and their rights and obligations under the law.

**TITLE COMPANY NOTICE:** To avoid claims, consult with legal counsel and communicate with the Servicing Agent prior to determining an Assessment Document to be terminated, invalid or not applicable to the transaction. Claims can arise from, inter alia, invalid releases that do not comply with the Assessment Document, improper retroactive application of a statute, invalid statutory provisions, etc. Failure to remit a valid Assessment may give rise to a superior lien, violate closing instructions, or have other important legal consequences. **CONTACT SERVICING AGENT BEFORE CLOSING.**

Covenant Clearinghouse, LLC



By: \_\_\_\_\_  
Emily Manley, Authorized Agent

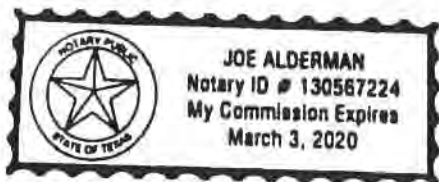
THE STATE OF TEXAS

§  
§  
§

ACKNOWLEDGEMENT

COUNTY OF WILLIAMSON

Before me, the Undersigned Notary, on the 11th day of January, 2018, personally appeared Emily Manley, Authorized Agent of Covenant Clearinghouse, LLC, signer of the foregoing instrument, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that s/he executed the same in the aforementioned capacity for the purposes therein contained.



\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

Return To:  
Covenant Clearinghouse, LLC  
P.O. Box 6193  
Round Rock, TX 78683

Prepared By:  
Hunter Thomas, Esq.  
SBN: 24099403



## Exhibit 1

This Notice applies to each of the following Private Transfer Fee Obligations (each a "CCR")

(CLOSING AGENT: USE THE REF #### BELOW FOR INQUIRIES VIA  
WWW.COVENANTCLEARINGHOUSE.COM)

All recordation references refer to the official public records ("opr") of Collin County, Texas

---

The **Declaration of Covenant** (herein "CCR") executed by **Passco Waters Edge H LP** (as "Declarant" therein) and recorded in the opr on or about **5/6/2010** as Doc. No. **20100506000452150** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: McIntosh Enterprises, Inc, Harry G. "Skip" Smith, Peter M. Thomas, FCP Realty Interests III, LLC., Passco Waters Edge H LP, Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CCR. (Ref: **7389**)

The **Declaration of Covenant** (herein "CCR") executed by **Headquarters Business Centre, LP.** (as "Declarant" therein) and recorded in the opr on or about **3/26/2010** as Doc. No. **20100326000288000** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Headquarters Business Centre, LP., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CCR. (Ref: **5255**)

The **Declaration of Covenant** (herein "CCR") executed by **Savannah Homes, LP.** (as "Declarant" therein) and recorded in the opr on or about **1/27/2010** as Doc. No. **20100127000088450** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., FCP Sponsors, LLC., FCP Realty Interests I, LLC., Martin Place Holdings, LLC, Savannah Homes, LP., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CCR. (Ref: **6825**)



The **Declaration of Covenant** (herein "CCR") executed by **Passco Creekwalk H, LP** (as "Declarant" therein) and recorded in the opr on or about **3/30/2010** as Doc. No. **20100330000297560** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: McIntosh Enterprises, Inc, Harry G. "Skip" Smith, Peter M. Thomas, FCP Realty Interests III, LLC., Passco Creekwalk H, LP, Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CCR. (Ref: **7373**)

The **Declaration of Covenant** (herein "CCR") executed by **Prosper Retail Partners, L.P.** (as "Declarant" therein) and recorded in the opr on or about **9/29/2009** as Doc. No. **20090929001205150** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Prosper Retail Partners, L.P., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CCR. (Ref: **4992**)

The **Declaration of Covenant** (herein "CCR") executed by **Crosstimbers Mapleshade Partners, LP.** (as "Declarant" therein) and recorded in the opr on or about **3/26/2010** as Doc. No. **20100326000287980** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Crosstimbers Mapleshade Partners, LP., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CCR. (Ref: **5253**)

The **Declaration of Covenant** (herein "CCR") executed by **2021 Lofts, LP.** (as "Declarant" therein) and recorded in the opr on or about **3/26/2010** as Doc. No. **20100326000287990** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, 2021 Lofts, LP., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CCR. (Ref: **5257**)



The **Declaration of Covenant** (herein "CCR") executed by **Seaport Properties, LP.** (as "Declarant" therein) and recorded in the opr on or about **10/27/2009** as Doc. No. **20091027001310760** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Seaport Properties, LP., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CCR. (Ref: **4955**)

The **Declaration of Covenant** (herein "CCR") executed by **PMR Creekfield, Ltd.** (as "Declarant" therein) and recorded in the opr on or about **4/22/2009** as Doc. No. **20090422000468010** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: Randal Dove, Robert P. Wilson, Freehold Licensing, Inc., FCP Holdings II, LLC., Tom Laurin, PMR II, Ltd. together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 4/22/2108 or as otherwise provided in the CCR. (Ref: **2745**)

The **Declaration of Covenant** (herein "CCR") executed by **Turnbridge Manor, LTD.** (as "Declarant" therein) and recorded in the opr on or about **10/1/2009** as Doc. No. **20091001001220270** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: Robert P. Wilson, DTF Holding Company, LLC, PID Holdings, Ltd., FCP Realty Interests II, LLC., Turnbridge Manor, LTD., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20120112000040210 on or about 1/12/2012. The assessment obligation ends on 3/1/2114 or as otherwise provided in the CCR. (Ref: **2565**)

The **Declaration of Covenant** (herein "CCR") executed by **PMR Land-Princeton, Ltd.** (as "Declarant" therein) and recorded in the opr on or about **4/22/2009** as Doc. No. **20090422000467950** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: Randal Dove, Robert P. Wilson, Freehold Licensing, Inc., FCP Holdings II, LLC., Tom Laurin, PMR Land-Princeton, Ltd. together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 4/22/2108 or as otherwise provided in the CCR. (Ref: **2746**)



The **Declaration of Covenant** (herein "CCR") executed by **PMR Land-Princeton, Ltd.** (as "Declarant" therein) and recorded in the opr on or about **4/22/2009** as Doc. No. **20090422000468020** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: Randal Dove, Robert P. Wilson, Freehold Licensing, Inc., FCP Holdings II, LLC., Tom Laurin, PMR Land-Princeton, Ltd. together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 4/22/2108 or as otherwise provided in the CCR. (Ref: **2748**)

The **Declaration of Covenant** (herein "CCR") executed by **PMR Land-Princeton, Ltd.** (as "Declarant" therein) and recorded in the opr on or about **4/22/2009** as Doc. No. **20090422000468020** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: Randal Dove, Robert P. Wilson, Freehold Licensing, Inc., FCP Holdings II, LLC., Tom Laurin, PMR Land-Princeton, Ltd. together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CCR. (Ref: **7223**)

The **Declaration of Covenant** (herein "CCR") executed by **Prosper-Legacy Lakes, Ltd.** (as "Declarant" therein) and recorded in the opr on or about **10/13/2009** as Doc. No. **20091013001264880** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: Jeffrey Tablak, DTF Holding Company, LLC, OLT Properties, Ltd., FCP Holdings II, LLC., Prosper-Legacy Lakes, Ltd., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CCR. (Ref: **3028**)

The **Declaration of Covenant** (herein "CCR") executed by **HFG VOM, LP.** (as "Declarant" therein) and recorded in the opr on or about **8/20/2009** as Doc. No. **20090820001046730** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Holdings I, LLC., HFG VOM, LP., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CCR. (Ref: **3295**)



The **Declaration of Covenant** (herein "CCR") executed by **Holigan Financial Group, LTD.** (as "Declarant" therein) and recorded in the opr on or about **8/20/2009** as Doc. No. **20090820001046740** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Holdings I, LLC., Holigan Financial Group, LTD., Cinco West Development, LLC together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CCR. (Ref: **3309**)

The **Declaration of Covenant** (herein "CCR") executed by **Holigan Land Development, LTD.** (as "Declarant" therein) and recorded in the opr on or about **8/20/2009** as Doc. No. **20090820001046710** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Holdings I, LLC., Holigan Land Development, LTD., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CCR. (Ref: **3311**)

The **Declaration of Covenant** (herein "CCR") executed by **Holigan Land Development, LTD.** (as "Declarant" therein) and recorded in the opr on or about **8/20/2009** as Doc. No. **20090820001046720** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests III, LLC., Holigan Land Development, LTD., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CCR. (Ref: **3312**)

The **Declaration of Covenant** (herein "CCR") executed by **The Stoddard Group, LTD.** (as "Declarant" therein) and recorded in the opr on or about **8/20/2009** as Doc. No. **20090820001046670** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Holdings I, LLC., The Stoddard Group, LTD., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CCR. (Ref: **3433**)



The **Declaration of Covenant** (herein "CCR") executed by **The Stoddard Group, LTD.** (as "Declarant" therein) and recorded in the opr on or about **8/20/2009** as Doc. No. **20090820001046680** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests III, LLC., The Stoddard Group, LTD., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CCR. (Ref: **3434**)

The **Declaration of Covenant** (herein "CCR") executed by **County Corners Partners, L.P.** (as "Declarant" therein) and recorded in the opr on or about **10/23/2009** as Doc. No. **20091023001301720** affecting the following real property (the "Property"): the real property identified in the CCR, SAVE AND EXCEPT for the real property identified in the following instrument(s): Doc. No. 20150203000121200 filed on or about 02/03/2015, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, County Corners Partners, L.P., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CCR. (Ref: **4979**)

The **Declaration of Covenant** (herein "CCR") executed by **Custer West Partners IV, L.P.** (as "Declarant" therein) and recorded in the opr on or about **10/12/2009** as Doc. No. **20091012001256060** affecting the following real property (the "Property"): the real property identified in the CCR, SAVE AND EXCEPT for the real property identified in the following instrument(s): Doc. No. 20111024001138140 filed on or about 10/24/2011, Doc. No. 20150116000055190 filed on or about 01/06/2015, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Custer West Partners IV, L.P., Cinco West Development, LLC together with their respective heirs, successors and assigns. The assessment obligation ends on 10/12/2113 or as otherwise provided in the CCR. (Ref: **4981**)



The **Declaration of Covenant** (herein "CCR") executed by **Estates at Creekside, Phase IV, Development, Inc.** (as "Declarant" therein) and recorded in the opr on or about **9/29/2009** as Doc. No. **20090929001205120** affecting the following real property (the "Property"): the real property identified in the CCR, **SAVE AND EXCEPT** for the real property identified in the following instrument(s): Doc. No. 2009121400492190 filed on or about 12/14/2009, Doc. No. 20110131000116020 filed on or about 01/31/2011, Doc. No. 20110131000116020 filed on or about 09/27/2010, Doc. No. 20101014001115950 filed on or about 10/14/2010, Doc. No. 20101217001387740 filed on or about 12/17/2010, Doc. No. 20110124000090730 filed on or about 01/24/2011, Doc. No. 20110309000257810 filed on or about 03/09/2011, Doc. No. 20110526000544660 filed on or about 05/26/2011, Doc. No. 20110608000589420 filed on or about 06/08/2011, Doc. No. 20110608000589490 filed on or about 06/08/2011, Doc. No. 20110708000707910 filed on or about 07/08/2011, Doc. No. 20110803000815930 filed on or about 08/03/2011, Doc. No. 20110926001021240 filed on or about 09/26/2011, Doc. No. 20111129001286000 filed on or about 11/29/2011, Doc. No. 20111201001296220 filed on or about 12/01/2011, Doc. No. 20120723000889220 filed on or about 07/23/2011, Doc. No. 20100927001030020 filed on or about 9/27/2010, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Estates at Creekside, Phase IV, Development, Inc., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CCR. (Ref: **4985**)

The **Declaration of Covenant** (herein "CCR") executed by **Swisher Partners, L.P.** (as "Declarant" therein) and recorded in the opr on or about **10/23/2009** as Doc. No. **20091023001301730** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Swisher Partners, L.P., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CCR. (Ref: **4998**)

The **Declaration of Covenant** (herein "CCR") executed by **Expressway Plano Park Associates, Ltd.** (as "Declarant" therein) and recorded in the opr on or about **9/29/2009** as Doc. No. **20090929001205130** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition to Covenant Clearinghouse, LLC, Payees under this CCR are: DTF Holding Company, LLC, OLT Properties, Ltd., CBGS, LLC, FCP Realty Interests II, LLC., Buckingham Trading, LLC, Expressway Plano Park Associates, Ltd., Cinco West Development, LLC together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CCR. (Ref: **5007**)



THE STATE OF TEXAS  
COUNTY OF COLLIN

The **Declaration of Covenant** (herein "CCR") executed by **Swisher Partners, L.P.** (as "Declarant" therein) and recorded in the opr on or about **3/1/2010** as Doc. No. **20100301000193460** affecting the following real property (the "Property"): the real property identified in the CCR, subject to such other applicable instruments as may be filed in the opr (including the official plat records). In addition, to **Covenant Clearinghouse, LLC**, Payees under this CCR are: **DTF Holding Company, LLC**, **OLT Properties, Ltd.**, **CBGS, LLC**, **FCP Realty Interests III, LLC.**, **Martin Place Holdings, LLC**, **Swisher Partners, L.P.**, **Cinco West Development, LLC** together with their respective heirs, successors and assigns. Prior Notice(s) recorded: Doc. No. 20150122000073240 on or about 1/22/2015. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CCR. (Ref: **6687**)



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/12/2018 10:27:52 AM  
\$62.00 C.JAMAL  
20180112000051300

*Stacey Kemp*

THE STATE OF TEXAS  
COUNTY OF COLLIN

I, Stacey Kemp County Clerk,  
Court Collin County, Texas

Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office the 12 day of January, 20 18  
No. 20180112000051300

Witness my hand and official seal at my office in McKinney,  
Texas, this 9 day of March, 2023

Stacey Kemp Collin County Clerk  
Collin County, Texas

By: Aim Dodin, Deputy



# EXHIBIT 7



limited to: (a) accepting and issuing payments, (b) executing, filing, amending, correcting and releasing notices, claims, liens, settlements, releases and estoppels, and (c) initiating, defending, managing and resolving legal proceedings, including retaining counsel.

**Fee Examples:** If the Sales Price is \$100,000 the Assessment is \$1,000; if the Sales Price is \$250,000 the Assessment is \$2,500; if the Sales Price is \$500,000 the Assessment is \$5,000; if the Sales Price is \$750,000 the Assessment is \$7,500.

**Notices:** The contact information for each Payee is in care of the Servicing Agent. Communications and payments related to the CC&R will be deemed received by each Payee when received by the Servicing Agent at the above address (as may be modified from time to time in accordance with instructions maintained at <http://www.covenantclearinghouse.com>) or, if undeliverable in accordance with the foregoing, when delivered to the registered agent for Servicing Agent, at the address for the aforesaid registered agent as then maintained in the official records of the Nevada Secretary of State.

**Purpose:** The purpose(s) for which Assessment funds will be used include reimbursement of or consideration for tangible or intangible benefits of whatever kind and of whatever nature, whether direct or collateral, conferred upon the burdened Property; funding non-profit organizations for the benefit of the community of the Property situs; in connection with architectural works and/or improvements previously provided and related to the Property; for sums due, paid, or payable to third parties, or for such other lawful purpose(s) as may be authorized or permitted by the CC&R.

**Expiration:** The date under which the Assessment obligation expires is set forth in the attached Exhibit A.

**General:** No claims or assertions in contravention or excess of those lawfully arising from the CC&R or applicable law are made, and are specifically disclaimed. In the event of any conflict between the CC&R and any general provision herein, the CC&R shall control. The singular shall mean the plural and the plural shall mean the singular as the context requires. Nothing herein is intended to be, nor shall be constructed as, legal advice. Each person must rely solely upon legal counsel of their own choosing regarding the information provided herein and their rights and obligations under the law.

**Closing Agent Notice:** Title insurance claims in connection with the Assessment may occur as a result of, inter alia, undue reliance on (a) non-compliant releases, (b) bankruptcy and foreclosure proceedings which under



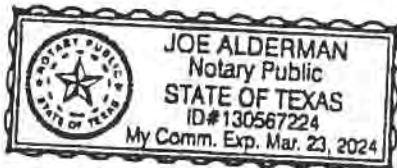
the particular circumstances did not operate to discharge a CC&R, and (c) failure to properly index plat maps arising out of acreage tracts described in a CC&R. Failure to remit a valid Assessment may give rise to a superior lien, violate closing instructions, and have other important legal consequences. CLOSING AGENTS ARE ENCOURAGED TO CONTACT THE SERVICING AGENT PRIOR TO CLOSING.

Covenant Clearinghouse, LLC

By: *Natalie Jones*  
Natalie Jones, Authorized Agent

THE STATE OF TEXAS                    §                    ACKNOWLEDGEMENT  
COUNTY OF WILLIAMSON            §

Before me, the Undersigned Notary, on the 13th day of January, 2021, personally appeared Natalie Jones, Authorized Agent of Covenant Clearinghouse, LLC, signer of the foregoing instrument, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that s/he executed the same in the aforementioned capacity for the purposes therein contained.



*[Signature]*  
Notary Public, State of Texas

Return To  
Covenant Clearinghouse, LLC  
P.O. Box 6193  
Round Rock, TX 78683



## Exhibit A

That certain real property, together with all improvements lying and being situated thereon, described in each instrument (herein called a "CC&R") identified below and recorded in the official deed records of Collin County, Texas, said real property descriptions contained in each and every all and singular CC&R incorporated herein by reference for all purposes.

---

The CC&R executed by Passco Waters Edge H LP and recorded in the official deed records on or about 5/6/2010 as Doc. No. 20100506000452150. The Payees are: McIntosh Enterprises, Inc; Harry G. Smith; Peter M. Thomas; FCP Realty Interests III, LLC.; Passco Waters Edge H LP; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CC&R or applicable law. (Ref: 7389).

The CC&R executed by Headquarters Business Centre, LP. and recorded in the official deed records on or about 3/26/2010 as Doc. No. 20100326000288000. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Headquarters Business Centre, LP.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CC&R or applicable law. (Ref: 5255).

The CC&R executed by Savannah Homes, LP. and recorded in the official deed records on or about 1/27/2010 as Doc. No. 20100127000088450. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; FCP Sponsors, LLC.; FCP Realty Interests I, LLC.; Martin Place Holdings, LLC; Savannah Homes, LP.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 6825).

The CC&R executed by MA BB Owen, LP. & MA BBO Five, LP. and recorded in the official deed records on or about 8/14/2009 as Doc. No. 20090814001022730. The Payees are: Robert Tablak; Freehold Capital Partners, LLC.; DTF Holding Company, LLC; XFER Holdings, LLC; OLT Properties, Ltd.; MA BB Owen, LP. & MA BBO Five, LP.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 8/1/2111 or as otherwise provided in the CC&R or applicable law. (Ref: 3335).



The CC&R executed by Passco Creekwalk H, LP and recorded in the official deed records on or about 3/30/2010 as Doc. No. 20100330000297560. The Payees are: McIntosh Enterprises, Inc; Harry G. Smith; Peter M. Thomas; FCP Realty Interests III, LLC.; Passco Creekwalk II, LP; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CC&R or applicable law. (Ref: 7373).

The CC&R executed by Prosper Retail Partners, L.P. and recorded in the official deed records on or about 9/29/2009 as Doc. No. 20090929001205150. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Prosper Retail Partners, L.P.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 4992).

The CC&R executed by Crosstimbers Mapleshade Partners, LP. and recorded in the official deed records on or about 3/26/2010 as Doc. No. 20100326000287980. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Crosstimbers Mapleshade Partners, LP.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CC&R or applicable law. (Ref: 5253).

The CC&R executed by Seaport Properties, LP. and recorded in the official deed records on or about 10/27/2009 as Doc. No. 20091027001310760. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Seaport Properties, LP.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2111 or as otherwise provided in the CC&R or applicable law. (Ref: 4955).

The CC&R executed by PMR Creekfield, Ltd. and recorded in the official deed records on or about 4/22/2009 as Doc. No. 20090422000468010. The Payees are: Randall Dove; Robert P. Wilson; FCP Holdings II, LLC.; Tom Laurin; PMR II, Ltd., together with their respective heirs, successors and assigns. The assessment obligation ends on 4/22/2108 or as otherwise provided in the CC&R or applicable law. (Ref: 2745).

The CC&R executed by Turnbridge Manor, LTD. and recorded in the official deed records on or about 10/1/2009 as Doc. No. 20091001001220270. The Payees are: Robert P. Wilson; DTF Holding Company, LLC; PID Holdings, Ltd.; FCP Realty



Interests II, LLC.; Turnbridge Manor, LTD.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 3/1/2114 or as otherwise provided in the CC&R or applicable law. (Ref: 2565).

The CC&R executed by PMR Land-Princeton, Ltd. and recorded in the official deed records on or about 4/22/2009 as Doc. No. 20090422000467950. The Payees are: Randall Dove; Robert P. Wilson; FCP Holdings II, LLC.; Tom Laurin; PMR Land-Princeton, Ltd., together with their respective heirs, successors and assigns. The assessment obligation ends on 4/22/2108 or as otherwise provided in the CC&R or applicable law. (Ref: 2746).

The CC&R executed by PMR Land-Princeton, Ltd. and recorded in the official deed records on or about 4/22/2009 as Doc. No. 20090422000468020. The Payees are: Randall Dove; Robert P. Wilson; FCP Holdings II, LLC.; Tom Laurin; PMR Land-Princeton, Ltd., together with their respective heirs, successors and assigns. The assessment obligation ends on 4/22/2108 or as otherwise provided in the CC&R or applicable law. (Ref: 2748).

The CC&R executed by Prosper-Legacy Lakes, Ltd. and recorded in the official deed records on or about 10/13/2009 as Doc. No. 20091013001264880. The Payees are: Jeffrey Tablak; DTF Holding Company, LLC; OLT Properties, Ltd.; FCP Holdings II, LLC.; Prosper-Legacy Lakes, Ltd.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 3028).

The CC&R executed by HFG VOM, LP. and recorded in the official deed records on or about 8/20/2009 as Doc. No. 20090820001046730. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Holdings I, LLC.; HFG VOM, LP.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 3295).

The CC&R executed by Holigan Financial Group, LTD. and recorded in the official deed records on or about 8/20/2009 as Doc. No. 20090820001046740. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Holdings I, LLC.; Holigan Financial Group, LTD.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 3309).



The CC&R executed by Holigan Land Development, LTD. and recorded in the official deed records on or about 8/20/2009 as Doc. No. 20090820001046710. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Holdings I, LLC.; Holigan Land Development, LTD.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 3311).

The CC&R executed by Holigan Land Development, LTD. and recorded in the official deed records on or about 8/20/2009 as Doc. No. 20090820001046720. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests III, LLC.; Holigan Land Development, LTD.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 3312).

The CC&R executed by The Stoddard Group, LTD. and recorded in the official deed records on or about 8/20/2009 as Doc. No. 20090820001046670. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Holdings I, LLC.; The Stoddard Group, LTD.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 1/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 3433).

The CC&R executed by Campbell Wylie Partners and recorded in the official deed records on or about 10/12/2009 as Doc. No. 20091012001256050. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Campbell Wylie Partners; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 4976).

The CC&R executed by County Corners Partners, L.P. and recorded in the official deed records on or about 10/23/2009 as Doc. No. 2009-1023001301720. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; County Corners Partners, L.P.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 4979).

The CC&R executed by Custer West Partners IV, L.P. and recorded in the official deed records on or about 10/12/2009 as Doc. No. 20091012001256060. The Payees



are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Custer West Partners IV, L.P.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/12/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 4981).

The CC&R executed by Estates at Creekside, Phase IV, Development, Inc. and recorded in the official deed records on or about 9/29/2009 as Doc. No. 20090929001205120. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Estates at Creekside, Phase IV, Development, Inc.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 4985).

The CC&R executed by Forest 380 Partners, L.P. and recorded in the official deed records on or about 9/29/2009 as Doc. No. 20090929001205140. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Forest 380 Partners, L.P.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 4986).

The CC&R executed by Swisher Partners, L.P. and recorded in the official deed records on or about 10/23/2009 as Doc. No. 20091023001301730. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Swisher Partners, L.P.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 4998).

The CC&R executed by Expressway Plano Park Associates, Ltd. and recorded in the official deed records on or about 9/29/2009 as Doc. No. 20090929001205130. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests II, LLC.; Buckingham Trading, LLC; Expressway Plano Park Associates, Ltd.; Cinco West Development, LLC, together with their respective heirs, successors and assigns. The assessment obligation ends on 10/1/2113 or as otherwise provided in the CC&R or applicable law. (Ref: 5007).

The CC&R executed by Swisher Partners, L.P. and recorded in the official deed records on or about 3/1/2010 as Doc. No. 20100301000193460. The Payees are: DTF Holding Company, LLC; OLT Properties, Ltd.; CBGS, LLC; FCP Realty Interests



THE STATE OF TEXAS  
COUNTY OF COLLIN  
DO hereby certify that the foregoing instrument of writing is  
a full and correct copy of the instrument as filed for  
record on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

III, LLC.; Martin Place Holdings, LLC; Swisher Partners, L.P.; Cinco West  
Development, LLC, together with their respective heirs, successors and assigns.  
The assessment obligation ends on 10/1/2113 or as otherwise provided in the  
CC&R or applicable law. (Ref: 6687).

The CC&R executed by Princeton 380, LTD. and recorded in the official deed  
records on or about 10/1/2009 as Doc. No. 20091001001220260. The Payees are:  
Robert P. Wilson; DTF Holding Company, LLC; PID Holdings, Ltd.; FCP Realty  
Interests III, LLC.; Princeton 380, LTD., together with their respective heirs,  
successors and assigns. The assessment obligation ends on 3/9/2114 or as otherwise  
provided in the CC&R or applicable law. (Ref: 2759).



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/13/2021 04:15:15 PM  
\$58.00 DKITZMILLER  
20210113000083370

*Stacey Kemp*

THE STATE OF TEXAS  
COUNTY OF COLLIN

I, Stacey Kemp County Clerk,  
Court Collin County, Texas

Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office the 13 day of January, 20 21  
No 20210113 000083370

Witness my hand and official seal at my office in McKinney,  
Texas, this 9 day of March, 20 23

Stacey Kemp Collin County Clerk  
Collin County, Texas

By: Kim Doolin, Deputy



# EXHIBIT 8

[https://dentonrc.com/business/predatory-hidden-covenants-on-more-than-100-denton-homes-were-thrown-out-by-a-judge/article\\_88a556dd-bbff-50ca-896f-bfcf8a2983a4.html](https://dentonrc.com/business/predatory-hidden-covenants-on-more-than-100-denton-homes-were-thrown-out-by-a-judge/article_88a556dd-bbff-50ca-896f-bfcf8a2983a4.html)

FEATURED

# 'Predatory' hidden covenants on more than 100 Denton homes were thrown out by a judge. Hundreds more remain unchallenged.

By Amber Gaudet Staff Writer [agaudet@dentonrc.com](mailto:agaudet@dentonrc.com)  
Oct 15, 2021

**Amber Gaudet**

Business reporter

**Tags**

- Covenant
- Company
- Law
- Economics
- Commerce
- Commercial Law
- Civil Law
- Legislation
- Developer
- Christa Foster
- Randy Smith
- Fee
- Freehold Capital Partners
- Harold Holigan



Sundown Ranch homeowners met at the development's clubhouse last week to discuss covenants placed on their homes, which were recently ruled invalid. The covenant company claimed entitlement to 1% of the sales price for 99 years.

Maria Crane/

For the DRC

Private transfer fees affecting more than 100 Denton homes were ruled invalid by a Denton County judge last month. But the practice has brought in billions of dollars from homeowners across the United States, according to its top originator, and in Denton County, hundreds more of the covenants remain unchallenged — and likely undetected — by homeowners.

The controversial practice of collecting private transfer fees — also known as reconveyance or capital recovery fees — involves the original developer or builder writing a fee into neighborhood restrictions that would entitle them to 1% of the sales price every time a home is sold, usually for a period of 99 years. The fees are a guaranteed revenue stream for developers and other investors named as beneficiaries in the contracts, and proponents say they mean lower initial sales prices for buyers.

Texas-founded Freehold Capital Partners, the largest originator of these fees, often provides licensed documents and advice on creating private transfer fee covenants to developers and, in exchange, is named as a beneficiary in the covenants. The fees were marketed as a boon for developers after the 2008 housing crisis, allowing them guaranteed gains.

“Working with Freehold Capital Partners represents the best a joint venture has to offer by combining your property with Freehold’s expertise in reconveyance fees, creating flexibility for sellers and buyers, all while generating either a long-term income stream or the possibility of significant capital today. It is a true win-win scenario,” a Freehold brochure reads.

 Download PDF



# FREEHOLD CAPITAL PARTNERS

Learn How Reconveyance Fee Instruments Can Help You

[WWW.FREEHOLDCAPITALPARTNERS.COM](http://WWW.FREEHOLDCAPITALPARTNERS.COM)


 Download PDF

Exhibit "2"

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



Instrument Number: 2009-96161

As

Recorded On: August 07, 2009

Declaration

Parties: SHELTON ROBERT

Billable Pages: 13

To

Number of Pages: 13

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Declaration	59.00
<b>Total Recording:</b>	<b>59.00</b>

\*\*\*\*\* DO NOT REMOVE. 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.

**File Information:**

Document Number: 2009-96161  
Receipt Number: 610751  
Recorded Date/Time: August 07, 2009 01:32:39P

**Record and Return To:**

FREEHOLD CAPITAL PARTNERS  
PO BOX 6193  
ROUND ROCK TX 78683

User / Station: A Mcelroy - Cash Station 1



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 hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*C. Mitchell*

County Clerk  
Denton County, Texas

North Texas developer Randy Smith said several of his developments in Denton currently have or have had similar covenants, initiated about a decade ago. Freehold proposed pooling the capital generated from private transfer fees and selling securities to investors, generating money to give Smith a percentage of the development's total value upfront.

"They [Freehold] were anticipating either 1% or 10% of the ultimate developed value upfront, so say if you're producing a 100-lot subdivision and they were going to be \$300,000 houses, that would be \$30 million, so they would pay — I think it was 10% — \$3 million," Smith said. "All they wanted was the right to claim 1% on every sale thereafter. So from the developer's standpoint, he's getting upfront cash plus half of the reconveyance fees for 99 years."

But critics say that while private transfer fee covenants paid to homeowners associations or condo associations benefit homeowners and the community, the practice popularized by Freehold does not. Often done without the buyer's knowledge or consent, these fees do not offer any benefit outside of making the developers and other beneficiaries money. There is no guarantee of a lower sales price, and they create equity losses for homeowners as well as problems for lenders, [according to the American Land Title Association](#).

"These fees are predatory," ALTA general counsel Steve Gottheim said. "It's a developer putting some sort of covenant lien on the property to basically strip the level of home equity every time the home is sold, whether it's something they've attributed to the value of the home or not."

ALTA helped spearhead state and federal efforts in the early 2010s to outlaw the type of covenants that are marketed to developers by Freehold. Though they were successful in most states, getting laws passed before any covenants had been filed in many instances — and the Federal Housing Administration confirmed they would not insure mortgages with such covenants attached — an unknown number of covenants already existed in Texas. Legislation from 2011 banned the type of private transfer liens Freehold popularized but grandfathered in existing covenants.

Trustees were required to file a notice of fee obligation with the county the real property was in before Jan. 31, 2012, and refile at regular intervals for the obligation to remain valid.

 Download PDF

CAUSE NO. 21-8317-211

IN RE: A PURPORTED § IN THE DISTRICT COURT  
 LIEN OR CLAIM AGAINST § 211<sup>TH</sup> JUDICIAL DISTRICT  
 CHRISTIINA J. FOSTER § DENTON COUNTY, TEXAS

**Judicial Finding of Fact and Conclusion of Law Regarding a Documentation or Instrument Purporting to Create a Lien or Claim**

On 9-24-21, in the above entitled and numbered cause, this court reviewed a motion, verified by affidavit, of Christina J. Foster and the documentation or instrument attached thereto. No testimony was taken from any party, nor was there any notice of the court's review, the court having made the determination that a decision could be made solely on review of the documentation or instrument under the authority vested in the court under Subchapter J, Chapter 51, Government Code.

The court finds as follows:

The documentation or instrument attached to the motion herein:

- (1) IS NOT provided for by specific state or federal statutes or constitutional provisions;
- (2) IS NOT created by implied or express consent or agreement of the obligor, debtor, or the owner of the real or personal property or an interest in the real or personal property, if required under the law of this state or by implied or express consent or agreement of an agent, fiduciary, or other representative of that person;
- (3) IS NOT an equitable, constructive, or other lien imposed by a court of competent jurisdiction created by or established under the constitution or laws of this state or the United States; or
- (4) IS NOT asserted against real or personal property or an interest in real or personal property. There is no valid lien or claim created by this documentation or instrument.

This court makes no finding as to any underlying claims of the parties involved, and expressly limits its finding of fact and conclusion of law to the review of a ministerial act. The county clerk shall file this finding of fact and conclusion of law in the same class of records as the subject documentation or instrument was originally filed, and the court directs the county clerk to index it using the same names that were used in indexing the subject documentation or instrument.

SIGNED ON September 29, 2021.

  
 Brody Shanklin, Presiding Judge

## 'This is a scam'

When Denton resident Barbara Pritchard and her husband signed up for property alerts through the Denton County Clerk's Office website, they did not think much of it. But in June, they received an alert through the system that a notice of payment obligation was filed against their home — as well as more than 100 of their neighbors'.

"We weren't quite sure what to think," Pritchard said.

Documents filed by Covenant Clearinghouse with the Denton County Clerk's Office in June claimed entitlement to 1% of the sales price of all 54 homes in Phase 5 of the Sundown Ranch neighborhood in south Denton and 52 in Phase 3 of Unicorn Lake for 99 years.

Download PDF

Denton County  
Juli Luke  
County Clerk

Exhibit "1"

**Instrument Number:** 101486

ERecordings-RP

NOTICE

Recorded On: June 04, 2021 10:35 AM

Number of Pages: 9

**" Examined and Charged as Follows: "**

Total Recording: \$58.00

**\*\*\*\*\* 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.

**File Information:**

Document Number: 101486  
Receipt Number: 20210604000335  
Recorded Date/Time: June 04, 2021 10:35 AM  
User: Terri B  
Station: Station 20

**Record and Return To:**

Simplifile



STATE OF TEXAS  
COUNTY OF DENTON

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

Juli Luke  
County Clerk  
Denton County, TX

Download PDF

NO. \_\_\_\_\_

**IN RE: A PURPORTED  
LIEN OR CLAIM AGAINST  
CHRISTA J. FOSTER**

§  
§  
§  
§  
§

**IN THE DISTRICT COURT  
\_\_\_\_\_ JUDICIAL DISTRICT  
DENTON COUNTY, TEXAS**

---

**MOTION FOR JUDICIAL REVIEW OF DOCUMENTATION OR INSTRUMENT  
PURPORTING TO CREATE A LIEN OR CLAIM**

---

NOW COMES CHRISTA J. FOSTER and files this motion requesting a judicial determination of the status of documentation or an instrument purporting to create an interest in real or personal property or a lien or claim on real or personal property filed in the office of the Clerk of Denton County, Texas, and in support of the motion would show the court as follows:

1. CHRISTA J. FOSTER, movant herein, is the purported obligor or debtor or person, who own the real or personal properties (2801 Pioneer Dr., Denton, TX), against whom the purported lien was rendered. Said claim is described in the attached Exhibit "1" documentation or instrument.

**FACTS**

2. On August 7, 2009, in the exercise of the county clerk's official duties as County Clerk of Denton County, Texas, the county clerk received, filed, and recorded the documentation or instrument attached hereto titled DECLARATION OF COVENANT and containing 13 pages, and signed by Robert B. Shelton and JoAnn Shelton ("Declarant") on August 7, 2009 (Instrument No. 2009-96161) (Exhibit "2"). Said document purports to have created a restrictive covenant enabling private transfer fee obligations on real or personal property against Movants' properties.

The Pritchards, who live in the Sundown Ranch neighborhood, reached out to their HOA management company, but they had never heard of Covenant and did not know what the fees were for. The couple had purchased their home in 2014 from homebuilder D.R. Horton and found no covenant documents in with their title papers.

D.R. Horton told the Pritchards they had no record of the obligation, and that any prior liens had been released in 2011, before the couple purchased the home.

Pritchard contacted her neighbor Christa Foster, and the two started trying to find out more about Covenant.

Covenant, it turned out, is a servicer for Freehold Capital Partners. Documents filed with Denton County claim Covenant is a trustee collecting payments as part of a Declaration of Covenant filed by land developers Robert B. Shelton and JoAnn Shelton in August 2009.

Like most covenants Freehold is a party to, it enabled private transfer fee obligations against homes in the neighborhoods outlined. The Sheltons would receive 50% of the collected fee, Freehold Capital would receive 33%, OLT Properties would receive 10% and DTF Holdings Co. would receive 5%. Covenant would receive \$100 or 2%, whichever was greater.

Download PDF

9/13/21, 5:31 PM

Gmail - Re: Homeowner having trouble

Exhibit "4"



Christa Foster <[redacted]@gmail.com>

**Re: Homeowner having trouble**

1 message

**Bob Shelton** <[redacted]@yahoo.com>  
To: Christa Foster <[redacted]@gmail.com>

Wed, Aug 25, 2021 at 11:36 AM

Have any of you received any correspondence from these people?  
Do you have a phone number for them?  
This is a scam.  
JoAnn

*JoAnn Shelton*  
*Bob Shelton Enterprises, Ltd.*

[redacted]  
Denton, TX 76210

[redacted]  
[redacted] (Fax)

[redacted]

On Wednesday, August 25, 2021, 10:29:02 AM CDT, Christa Foster <[redacted]@gmail.com> wrote:

This is a different person. I will see if I can touch base and find out the title company. This is just a crazy mess! I am so sorry that you or any of us are involved.

I will let you know as soon as I hear anything back!

Christa

On Wed, Aug 25, 2021 at 9:14 AM Bob Shelton <[redacted]@yahoo.com> wrote:

Christa:  
What Title company are they using? Is it the same as the other person you were talking about?  
JoAnn

Sent from Yahoo Mail for iPhone

On Tuesday, August 24, 2021, 10:55 PM, Christa Foster <[redacted]@gmail.com> wrote:

I thought this may be of interest. It is lien relative.

Download PDF

9/13/21, 5:33 PM

Gmail - Re: Homeowner having trouble

Exhibit "5"



Christa Foster <[redacted]@gmail.com>

**Re: Homeowner having trouble**

1 message

**Bob Shelton** <[redacted]@yahoo.com>  
To: Christa Foster <[redacted]@gmail.com>

Thu, Aug 26, 2021 at 7:45 AM

Christa:

I talked to my attorney last night and he's sending a letter to these people demanding that this has got to stop and return the money that has been taken. I don't know how far this will go. We haven't even heard anything in all these years about it.

The termination that was signed on January 21, 2011 should still be binding. There's something wrong with the title company not agreeing to this. We've never signed anything giving these people permission to do what their doing. We don't even know who they are. And, I think in the State of Texas it's against the law. Not sure.


When you closed with DR Horton was it on the HUD statement (Closing statement)? I doubt DRH paid it!

JoAnn

Sent from Yahoo Mail for iPhone

On Wednesday, August 25, 2021, 9:16 PM, Christa Foster <[redacted]@gmail.com> wrote:

His name is Jordan Ray. I am sending him all the documents I sent you in hopes that they can see it shouldn't be valid.

 Hey, sorry I just saw this. I'm working with orange coast title company, that's who Wells Fargo picked.. I originally closed with DHI title 6 years ago.. I appreciate any help I can get! I'm very lost with all of this stuff! My email is [redacted]@yahoo.com Ph [redacted] Thanks for reaching out neighbor!

On Wed, Aug 25, 2021 at 9:14 AM Bob Shelton <[redacted]@yahoo.com> wrote:  
Christa:  
What Title company are they using? Is it the same as the other person you were talking about?  
JoAnn

Sent from Yahoo Mail for iPhone

On Tuesday, August 24, 2021, 10:55 PM, Christa Foster <[redacted]@gmail.com> wrote:

I thought this may be of interest. It is lien relative.

But that covenant had been terminated by the Sheltons more than a decade ago, in January 2011. Clause 25 of the agreements gives declarants the sole right to terminate the covenants, without the beneficiaries' participation.

"This is a scam," JoAnn Shelton told Foster during a series of email exchanges in August that are now part of the public record. "I talked to my attorney last night and he's sending a letter to these people demanding that this has got to stop and return the money that has been taken. I don't know how far this will go."

Concern about the covenants began to spread in the neighborhood, with some residents reaching out to state and local representatives to try to find out what to do next.

"The biggest struggle for us was not knowing who to go to," Sundown Ranch resident Jordan Ray said. "The whole thing was so damn confusing."

Like Pritchard, neither Ray nor Foster found any information about a covenant in their title documents. That's because in Texas, there is no requirement to disclose private transfer fees in a standalone document since the restrictions are built into the neighborhood. Homeowners agree to accept restrictions common to a subdivision under most standard Texas real estate contracts, and unless homeowners regularly check for documents filed against their property with the county, they may not be alerted of public notices of obligation that trustees are required to file.

"Most homeowners don't become aware of these liens until they're asked to pay up," Gottheim said. "It's a shock to them and becomes something that ruins their financial plans."

That was the case for Sundown Ranch residents Scot and Delta Morris, who paid around \$2,800 in private transfer fees when they refinanced their home in early July.

"We get within two weeks of being ready to close, and we're told, 'There's a lien against your property, and you have to pay the lien to be able to close,'" Scot Morris said. "The only other option would be to contest it and go through all those proceedings, and then if it's lifted, we can close then."

Like others in the neighborhood, they had no knowledge of the covenant when they bought their home more than seven-and-a-half years ago. The price they paid in July was 1% of the home's original selling price.

"My wife and I just had to make the decision to go on and close, and hopefully there would be an avenue for us to try and get our money back," Scot Morris said.

 Download PDF

Exhibit "3"

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2011 00011582

Instrument Number: 2011-11582

As

Declaration

Recorded On: February 07, 2011

Parties: SHELTON ROBERT B

To

Billable Pages: 5

Number of Pages: 5

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Declaration	27.00
<b>Total Recording:</b>	<b>27.00</b>

\*\*\*\*\* DO NOT REMOVE. 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.

**File Information:**

Document Number: 2011-11582  
Receipt Number: 762435  
Recorded Date/Time: February 07, 2011 03:54:28P

**Record and Return To:**

TITLE RESOURCES  
WILL CALL  
DENTON TX 76202

User / Station: D Kitzmiller - Cash Station 2



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 hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*Chancellor*

County Clerk  
Denton County, Texas

## 'We've never received any money'

Covenant Clearinghouse also had filed a notice of obligation on homes in phases 1B, 2 and 4 in the Villages of Carmel neighborhood — and, like in Sundown Ranch, referenced a covenant that had been terminated years prior. The filing claimed rights to an assessment of 1% of the sales price of 225 homes in the Villages of Carmel neighborhood based on a covenant filed in 2009 and later dissolved by the developer, Holigan Land Development Ltd., in January 2013.

"When I went and looked it up, it was an LLC that had been dissolved involuntarily by the state of Texas, and that was the point that I was like, 'Wait a minute — did they just file a lien on every property in Villages of Carmel, on behalf of a company that no longer exists?'" Foster said.

Records from the Texas Secretary of State's Office show Holigan Land Development was involuntarily dissolved in 2012, but calls to the number on file connected the *Record-Chronicle* with Holigan Communities, a Dallas development firm with the same founder as HLD, Harold Holigan.

Holigan Land Development is no longer a viable entity, Holigan Communities CFO Max Hampton said. Hampton joined the company in September 2020, well after the dissolution of HLD, but confirmed Holigan and Holigan Communities have received no payments or communication from Covenant Clearinghouse or Freehold Capital Partners, and neither are acting as trustees on Holigan's behalf.

"Part of what we used to do was stick-built homes, and a former company at some point that the Holigans were involved in — Holigan Land Development — had actually engaged these guys to do this lien work, but the company was dissolved, and then they [the Holigans] never thought about it again," Hampton said. "We've never received any funds from them."

 Download PDF

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



Instrument Number: 2009-101116

Recorded On: August 20, 2009

As  
Declaration

Parties: HOLIGAN LAND DEVELOPMENT LTD

Billable Pages: 18

To

Number of Pages: 18

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Declaration	79.00
<b>Total Recording:</b>	<b>79.00</b>

\*\*\*\*\* DO NOT REMOVE. 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.

**File Information:**

Document Number: 2009-101116  
Receipt Number: 614522  
Recorded Date/Time: August 20, 2009 12:08:41P

**Record and Return To:**

FREEHOLD CAPITAL PARTNERS  
PO BOX 6193  
ROUND ROCK TX 78683

User / Station: J Morris - Cash Station 1



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 hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

## 'Those were filed fraudulently'

After finding the dissolved covenants and confirming that the Sheltons were not a party to the claims, Foster decided to take her case to the courts.

"After spending the last four months researching it and learning what we can, talking to people and talking to our title companies, it looked very much like at least those properties [referenced in the dissolved covenants] were filed fraudulently," Foster said.

Foster consulted an attorney and filed a motion with the Denton County District Court for judicial review of the claim on Sept. 24. The following week, she received notice that the court had ruled the covenant invalid, and as a result, the covenants on all of her neighbors' homes — along with those in Unicorn Lake, which were part of the same filing — were also invalidated.

Now, Foster said she's using her original motion as a template to help residents in Villages of Carmel also get the covenants removed, reaching out through a contact in the neighborhood's HOA.

"I went ahead and updated the motion and highlighted the things that would have to be changed, put together the evidence pack and emailed it to a contact at Villages of Carmel with detailed instructions on the step-by-step, so they can do the same thing hopefully with the same result," Foster said.

## Covenant's response

But Covenant says it has not received any notice of a ruling against the company — and that its claims for right to payment are valid.

In an email Friday to the *Record-Chronicle*, Joe Alderman, managing partner of Covenant Clearinghouse and founder of Freehold Capital, said the terminations were invalid because they were filed after the initial sale of the homes by the declarants.

"Here, the Declarant's right to terminate is governed by the Covenant and the Declarant's agreement," Alderman wrote. "In order to terminate a covenant the Declarant must comply with the terms of the deed restriction, just as a homeowner must comply with HOA restrictions. By way of example, the plain language of the Covenant provides that a termination must be filed prior to a sale by the Declarant. [...] In consequence, in the event a Declarant files a termination after the Declarant has sold the property, the purported termination would be invalid under the express terms of the Covenant and as a matter of law.

"An invalid notice of termination does not terminate a covenant any more than an invalid deed conveys property."

But the ruling in Foster's case suggests otherwise, invalidating Covenant's claim based on the documents Foster submitted to the court, which include the terminated covenant.

Alderman also highlighted what he said were positives of such agreements, with a portion of the funds collected going to nonprofits in North Texas and across the U.S. But detractors have pointed out the donations are a way to circumvent laws restricting collection of private transfer fees to certain groups including nonprofits, with 5% of the collected fees going to charity and Freehold and other beneficiaries collecting the rest.

'Predatory' hidden covenants on more than 100 Denton homes were thrown out by a judge. Hundreds more remain unchallenged. ...

"This industry felt like they could create a nonprofit and get around it," Trent Thomas, then-chief of staff for state Rep. Drew Darby, R-San Angelo, told the *San Antonio Express-News* in 2010. Darby owns a title company and previously sponsored legislation to try to further restrict private transfer fees, according to the *Express-News*.

The *Record-Chronicle* requested an interview with Freehold via its media line Monday, but a representative was not made available by late Friday.

For Smith, the Denton land developer, the covenants represent empty promises. Smith said he never received any money as part of the agreements, although Freehold marketing materials said a timeline of 12 to 24 months was typical, and Alderman told him several times that payment was just around the corner.

 Download PDF

Doc-6737

\*\*\*\* Electronically Filed Document \*\*\*\*

Denton County  
Cynthia Mitchell  
County Clerk

Document Number: 2013-6737  
Recorded As : ERX-RELEASE

Recorded On: January 18, 2013  
Recorded At: 09:04:37 am  
Number of Pages: 10

Recording Fee: \$52.00

Parties:

Direct- HOLIGAN LAND DEVELOPMENT LTD  
Indirect-

Receipt Number: 992662  
Processed By: Patsy Sallee

\*\*\*\*\* 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 hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*C Mitchell*

County Clerk  
Denton County, Texas

'Predatory' hidden covenants on more than 100 Denton homes were thrown out by a judge. Hundreds more remain unchallenged. ....

"He kept communicating with us, and every few months he'd say, 'We have another meeting, funding should happen within 30 days'; then it was funding should happen within 60 days, and they just kept updating it for years because originally it was going to be within a few months," Smith said. "They [Freehold] could never figure out how to monetize them to pay developers."

In Smith's developments, the covenants were presented as a part of title documents to buyers, prompting many to refuse to purchase a home unless they were removed. He has terminated many of the covenants since their creation about 10 years ago and said he plans to dissolve those that are still active.

As for how many remain on Denton County homes and whether those terminations will make a difference for homeowners, it's hard to say. In just one notice of fee obligation filed with the county in January, Covenant laid claim to fees for more than 30 covenants.

Despite private transfer fees being largely outlawed, Freehold's website claims the company has over 400,000 active projects and has assessed over \$150 billion in fees.

In Denton County alone, public documents show that in 2021, Covenant has filed four recession notices, claiming termination documents dating back to the early 2010s that were filed by developers are invalid — and opening the door for a trustee such as Covenant to make claims without the developers' knowledge.

To set up alerts on a Denton County home, visit the [county clerk's website](#).

AMBER GAUDET can be reached at 940-566-6889 and via Twitter at @amb\_balam.



WEB ONLY

### Brochure - Freehold.pdf

Oct 15, 2021

"All they wanted was the right to claim 1% on every sale thereafter. So from the developer's standpoint, he's getting upfront cash plus half of the reconveyance fees for 99 years."

— developer Randy Smith, on Freehold Capital Partners

"Most homeowners don't become aware of these liens until they're asked to pay up. It's a shock to them and becomes something that ruins their financial plans."

— Steve Gottheim, general counsel for American Land Title Association

"Working with Freehold Capital Partners represents the best a joint venture has to offer by combining your property with Freehold's expertise in reconveyance fees, creating flexibility for sellers and buyers, all while generating either a long-term income stream or the possibility of significant capital today. It is a true win-win scenario."

— Brochure for Freehold Capital Partners

# EXHIBIT 9

Prepared By/For/Return To:  
Covenant Clearinghouse  
Attn: J. Alderman  
P.O. Box 6193  
Round Rock, TX 78683

ABOVE SPACE RESERVED FOR RECORDERS USE

## NOTICE OF ASSESSMENT

(RELATED TO REAL ESTATE ASSESSMENTS)

**KNOW ALL MEN BY THESE PRESENTS**, that pursuant to covenants, conditions and/or restrictions arising out of that one certain Declaration of Covenant (herein called the "Declaration" and incorporated herein by reference) executed by Prosper-Legacy Lakes, Ltd. and filed of record on or about 10/13/2009, Doc. No 20091013001264880, official property records of Collin County, Texas, certain real property (the "**Property**") identified in the Declaration and in "**Exhibit A**" (attached hereto and incorporated herein), may be subject to an assessment of one percent (1%) of the sales price (the "**Assessment**") payable in connection with transfers of title to the Property.

**FAILURE TO SATISFY ASSESSMENTS MAY RESULT IN A SENIOR CLAIM AGAINST THE PROPERTY AND VIOLATE LENDER CLOSING INSTRUCTIONS. CONTACT THE TRUSTEE (BELOW) PRIOR TO CLOSING.**

**PAYOFF/INQUIRIES.** Amount due, payment information, and closing assistance can be obtained from the following trustee, duly appointed in accordance with the Declaration, and whose appointment is hereby ratified and affirmed.

Covenant Clearinghouse, LLC  
[www.CovenantClearinghouse.com](http://www.CovenantClearinghouse.com)  
(Refer to Trustee File No. 3028)





**Exhibit A**

TITLE PLANT: TO AVOID CLAIMS, CAREFULLY INDEX THIS NOTICE TO ALL REAL PROPERTY IDENTIFIED BELOW, AND THE REAL PROPERTY IDENTIFIED IN THE DECLARATION DESCRIBED IN PAGE ONE OF (AND INCORPORATED INTO) THIS NOTICE.

**TRACT 1. THE FOLLOWING PARCELS SITUATED IN STAR TRAIL PHASE FIVE, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 2020, PAGE 172, PLAT RECORDS, COLLIN COUNTY, TEXAS:**

<u>Address</u>	<u>Lot</u>	<u>Block</u>	<u>Tax Assessor Ref.</u>
2201 BRYN MAWR DR	1	DD	R-12076-0DD-0010-1
2181 BRYN MAWR DR	2	DD	R-12076-0DD-0020-1
2171 BRYN MAWR DR	3	DD	R-12076-0DD-0030-1
2161 BRYN MAWR DR	4	DD	R-12076-0DD-0040-1
2141 BRYN MAWR DR	5	DD	R-12076-0DD-0050-1
2131 BRYN MAWR DR	6	DD	R-12076-0DD-0060-1
2121 BRYN MAWR DR	7	DD	R-12076-0DD-0070-1
2111 BRYN MAWR DR	8	DD	R-12076-0DD-0080-1
2091 BRYN MAWR DR	9	DD	R-12076-0DD-0090-1
2071 BRYN MAWR DR	10	DD	R-12076-0DD-0100-1
2070 IVYWOOD LN	11	DD	R-12076-0DD-0110-1
2090 IVYWOOD LN	12	DD	R-12076-0DD-0120-1
2110 IVYWOOD LN	13	DD	R-12076-0DD-0130-1
2120 IVYWOOD LN	14	DD	R-12076-0DD-0140-1
2130 IVYWOOD LN	15	DD	R-12076-0DD-0150-1
2150 IVYWOOD LN	16	DD	R-12076-0DD-0160-1
2170 IVYWOOD LN	17	DD	R-12076-0DD-0170-1
2180 IVYWOOD LN	18	DD	R-12076-0DD-0180-1
2190 IVYWOOD LN	19	DD	R-12076-0DD-0190-1
2200 IVYWOOD LN	20	DD	R-12076-0DD-0200-1
2181 IVYWOOD LN	1	EE	R-12076-0EE-0010-1
2171 IVYWOOD LN	2	EE	R-12076-0EE-0020-1
2151 IVYWOOD LN	3	EE	R-12076-0EE-0030-1
2131 IVYWOOD LN	4	EE	R-12076-0EE-0040-1
2121 IVYWOOD LN	5	EE	R-12076-0EE-0050-1
2111 IVYWOOD LN	6	EE	R-12076-0EE-0060-1
2091 IVYWOOD LN	7	EE	R-12076-0EE-0070-1
2071 IVYWOOD LN	8	EE	R-12076-0EE-0080-1
2070 LEE AVE	9	EE	R-12076-0EE-0090-1



2090 LEE AVE	10	EE	R-12076-0EE-0100-1
2110 LEE AVE	11	EE	R-12076-0EE-0110-1
2120 LEE AVE	12	EE	R-12076-0EE-0120-1
2130 LEE AVE	13	EE	R-12076-0EE-0130-1
2150 LEE AVE	14	EE	R-12076-0EE-0140-1
2170 LEE AVE	15	EE	R-12076-0EE-0150-1
2190 LEE AVE	16	EE	R-12076-0EE-0160-1
2201 LEE AVE	1	FF	R-12076-0FF-0010-1
2191 LEE AVE	2	FF	R-12076-0FF-0020-1
2171 LEE AVE	3	FF	R-12076-0FF-0030-1
2151 LEE AVE	4	FF	R-12076-0FF-0040-1
2131 LEE AVE	5	FF	R-12076-0FF-0050-1
2121 LEE AVE	6	FF	R-12076-0FF-0060-1
2111 LEE AVE	7	FF	R-12076-0FF-0070-1
2101 LEE AVE	8	FF	R-12076-0FF-0080-1
2091 LEE AVE	9	FF	R-12076-0FF-0090-1
2090 WINDOMERE DR	10	FF	R-12076-0FF-0100-1
2100 WINDOMERE DR	11	FF	R-12076-0FF-0110-1
2110 WINDOMERE DR	12	FF	R-12076-0FF-0120-1
2120 WINDOMERE DR	13	FF	R-12076-0FF-0130-1
2130 WINDOMERE DR	14	FF	R-12076-0FF-0140-1
2150 WINDOMERE DR	15	FF	R-12076-0FF-0150-1
2170 WINDOMERE DR	16	FF	R-12076-0FF-0160-1
2190 WINDOMERE DR	17	FF	R-12076-0FF-0170-1
2200 WINDOMERE DR	18	FF	R-12076-0FF-0180-1
2201 WINDOMERE DR	1	GG	R-12076-0GG-0010-1
2171 WINDOMERE DR	2	GG	R-12076-0GG-0020-1
2151 WINDOMERE DR	3	GG	R-12076-0GG-0030-1
2141 WINDOMERE DR	4	GG	R-12076-0GG-0040-1
2131 WINDOMERE DR	5	GG	R-12076-0GG-0050-1
2111 WINDOMERE DR	6	GG	R-12076-0GG-0060-1
2101 WINDOMERE DR	7	GG	R-12076-0GG-0070-1
2091 WINDOMERE DR	8	GG	R-12076-0GG-0080-1
2110 SHANNON CT	9	GG	R-12076-0GG-0090-1
2120 SHANNON CT	10	GG	R-12076-0GG-0100-1
2130 SHANNON CT	11	GG	R-12076-0GG-0110-1
2150 SHANNON CT	12	GG	R-12076-0GG-0120-1
2170 SHANNON CT	13	GG	R-12076-0GG-0130-1
2190 SHANNON CT	14	GG	R-12076-0GG-0140-1
2081 STAR TRACE PKWY	1	HH	R-12076-0HH-0010-1



2061 STAR TRACE PKWY	2	HH	R-12076-0HH-0020-1
2041 STAR TRACE PKWY	3	HH	R-12076-0HH-0030-1
2021 STAR TRACE PKWY	4	HH	R-12076-0HH-0040-1
2001 STAR TRACE PKWY	5	HH	R-12076-0HH-0050-1
1981 STAR TRACE PKWY	6	HH	R-12076-0HH-0060-1
1961 STAR TRACE PKWY	7	HH	R-12076-0HH-0070-1
1941 STAR TRACE PKWY	8	HH	R-12076-0HH-0080-1
1931 STAR TRACE PKWY	9	HH	R-12076-0HH-0090-1
1911 STAR TRACE PKWY	10	HH	R-12076-0HH-0100-1
1910 CORNELL DR	11	HH	R-12076-0HH-0110-1
1930 CORNELL DR	12	HH	R-12076-0HH-0120-1
1940 CORNELL DR	13	HH	R-12076-0HH-0130-1
1960 CORNELL DR	14	HH	R-12076-0HH-0140-1
1980 CORNELL DR	15	HH	R-12076-0HH-0150-1
1990 CORNELL DR	16	HH	R-12076-0HH-0160-1
2010 CORNELL DR	17	HH	R-12076-0HH-0170-1
2030 CORNELL DR	18	HH	R-12076-0HH-0180-1
2050 CORNELL DR	19	HH	R-12076-0HH-0190-1
2070 CORNELL DR	20	HH	R-12076-0HH-0200-1
2090 CORNELL DR	21	HH	R-12076-0HH-0210-1
2091 CORNELL DR	1	II	R-12076-0II-0010-1
2071 CORNELL DR	2	II	R-12076-0II-0020-1
2060 SHANNON CT	3	II	R-12076-0II-0030-1
2080 SHANNON CT	4	II	R-12076-0II-0040-1
2100 SHANNON CT	5	II	R-12076-0II-0050-1
250 ST JAMES WAY	1	JJ	R-12076-0JJ-0010-1
270 ST JAMES WAY	2	JJ	R-12076-0JJ-0020-1
310 ST JAMES WAY	3	JJ	R-12076-0JJ-0030-1
330 ST JAMES WAY	4	JJ	R-12076-0JJ-0040-1
331 ALEXIS LN	5	JJ	R-12076-0JJ-0050-1
311 ALEXIS LN	6	JJ	R-12076-0JJ-0060-1
271 ALEXIS LN	7	JJ	R-12076-0JJ-0070-1
251 ALEXIS LN	8	JJ	R-12076-0JJ-0080-1
2090 BRYN MAWR DR	27	M	R-12076-00M-0270-1
2110 BRYN MAWR DR	28	M	R-12076-00M-0280-1
2120 BRYN MAWR DR	29	M	R-12076-00M-0290-1
2130 BRYN MAWR DR	30	M	R-12076-00M-0300-1
2150 BRYN MAWR DR	31	M	R-12076-00M-0310-1
2170 BRYN MAWR DR	32	M	R-12076-00M-0320-1
2180 BRYN MAWR DR	33	M	R-12076-00M-0330-1



2190 BRYN MAWR DR	34	M	R-12076-00M-0340-1
2200 BRYN MAWR DR	35	M	R-12076-00M-0350-1
1850 STAR TRACE PKWY	12	R	R-12076-00R-0120-1
1870 STAR TRACE PKWY	13	R	R-12076-00R-0130-1
1890 STAR TRACE PKWY	14	R	R-12076-00R-0140-1
1900 STAR TRACE PKWY	15	R	R-12076-00R-0150-1
1920 STAR TRACE PKWY	16	R	R-12076-00R-0160-1
1940 STAR TRACE PKWY	17	R	R-12076-00R-0170-1
1960 STAR TRACE PKWY	18	R	R-12076-00R-0180-1
1980 STAR TRACE PKWY	19	R	R-12076-00R-0190-1
2000 STAR TRACE PKWY	20	R	R-12076-00R-0200-1
2020 STAR TRACE PKWY	21	R	R-12076-00R-0210-1
2040 STAR TRACE PKWY	22	R	R-12076-00R-0220-1
2060 STAR TRACE PKWY	23	R	R-12076-00R-0230-1
441 CENTENARY DR	1	X	R-12076-00X-0010-1
1830 AUTUMNWOOD CT	6	X	R-12076-00X-0060-1
1850 AUTUMNWOOD CT	7	X	R-12076-00X-0070-1
1870 AUTUMNWOOD CT	8	X	R-12076-00X-0080-1
1890 AUTUMNWOOD CT	9	X	R-12076-00X-0090-1
1910 AUTUMNWOOD CT	10	X	R-12076-00X-0100-1
1930 AUTUMNWOOD CT	11	X	R-12076-00X-0110-1
1950 AUTUMNWOOD CT	12	X	R-12076-00X-0120-1
1970 AUTUMNWOOD CT	13	X	R-12076-00X-0130-1
1981 CORNELL DR	14	X	R-12076-00X-0140-1
1971 CORNELL DR	15	X	R-12076-00X-0150-1
1951 CORNELL DR	16	X	R-12076-00X-0160-1
1931 CORNELL DR	17	X	R-12076-00X-0170-1
1911 CORNELL DR	18	X	R-12076-00X-0180-1
1891 CORNELL DR	19	X	R-12076-00X-0190-1
410 ST JOHN LN	20	X	R-12076-00X-0200-1
420 ST JOHN LN	21	X	R-12076-00X-0210-1
430 ST JOHN LN	22	X	R-12076-00X-0220-1
440 ST JOHN LN	23	X	R-12076-00X-0230-1

**TRACT 2. THE FOLLOWING PARCELS SITUATED IN STAR TRAIL PHASE ONE B, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 2017, PAGE 802, PLAT RECORDS, COLLIN COUNTY, TEXAS:**

<u>Address</u>	<u>Lot</u>	<u>Block</u>	<u>Tax Assessor Ref.</u>
911 BROOKFIELD DR	1	A	R-11391-00A-0010-1
921 BROOKFIELD DR	2	A	R-11391-00A-0020-1



931 BROOKFIELD DR	3	A	R-11391-00A-0030-1
941 BROOKFIELD DR	4	A	R-11391-00A-0040-1
951 BROOKFIELD DR	5	A	R-11391-00A-0050-1
961 BROOKFIELD DR	6	A	R-11391-00A-0060-1
1001 BROOKFIELD DR	7	A	R-11391-00A-0070-1
1011 BROOKFIELD DR	8	A	R-11391-00A-0080-1
1021 BROOKFIELD DR	9	A	R-11391-00A-0090-1
1031 BROOKFIELD DR	10	A	R-11391-00A-0100-1
1041 BROOKFIELD DR	11	A	R-11391-00A-0110-1
1051 BROOKFIELD DR	12	A	R-11391-00A-0120-1
1061 BROOKFIELD DR	13	A	R-11391-00A-0130-1
810 IVY GLEN CT	7	L	R-11391-00L-0070-1
820 IVY GLEN CT	8	L	R-11391-00L-0080-1
830 IVY GLEN CT	9	L	R-11391-00L-0090-1
840 IVY GLEN CT	10	L	R-11391-00L-0100-1
850 IVY GLEN CT	11	L	R-11391-00L-0110-1
861 IVY GLEN CT	12	L	R-11391-00L-0120-1
851 IVY GLEN CT	13	L	R-11391-00L-0130-1
841 IVY GLEN CT	14	L	R-11391-00L-0140-1
831 IVY GLEN CT	15	L	R-11391-00L-0150-1
821 IVY GLEN CT	16	L	R-11391-00L-0160-1
811 IVY GLEN CT	17	L	R-11391-00L-0170-1
801 IVY GLEN CT	18	L	R-11391-00L-0180-1
780 STAR MEADOW DR	19	L	R-11391-00L-0190-1
800 STAR MEADOW DR	20	L	R-11391-00L-0200-1
810 STAR MEADOW DR	21	L	R-11391-00L-0210-1
820 STAR MEADOW DR	22	L	R-11391-00L-0220-1
830 STAR MEADOW DR	23	L	R-11391-00L-0230-1
840 STAR MEADOW DR	24	L	R-11391-00L-0240-1
850 STAR MEADOW DR	25	L	R-11391-00L-0250-1
851 STAR MEADOW DR	1	M	R-11391-00M-0010-1
841 STAR MEADOW DR	2	M	R-11391-00M-0020-1
831 STAR MEADOW DR	3	M	R-11391-00M-0030-1
811 STAR MEADOW DR	4	M	R-11391-00M-0040-1
801 STAR MEADOW DR	5	M	R-11391-00M-0050-1
791 STAR MEADOW DR	6	M	R-11391-00M-0060-1
781 STAR MEADOW DR	7	M	R-11391-00M-0070-1
720 HALLMARK CT	8	M	R-11391-00M-0080-1
730 HALLMARK CT	9	M	R-11391-00M-0090-1
740 HALLMARK CT	10	M	R-11391-00M-0100-1



750 HALLMARK CT	11	M	R-11391-00M-0110-1
800 HALLMARK CT	12	M	R-11391-00M-0120-1
810 HALLMARK CT	13	M	R-11391-00M-0130-1
820 HALLMARK CT	14	M	R-11391-00M-0140-1
821 HALLMARK CT	15	M	R-11391-00M-0150-1
2100 NORMANDY CIR	16	M	R-11391-00M-0160-1
2120 NORMANDY CIR	17	M	R-11391-00M-0170-1
2140 NORMANDY CIR	18	M	R-11391-00M-0180-1
2160 NORMANDY CIR	19	M	R-11391-00M-0190-1
2161 NORMANDY CIR	20	M	R-11391-00M-0200-1
2151 NORMANDY CIR	21	M	R-11391-00M-0210-1
2141 NORMANDY CIR	22	M	R-11391-00M-0220-1
2131 NORMANDY CIR	23	M	R-11391-00M-0230-1
2121 NORMANDY CIR	24	M	R-11391-00M-0240-1
2111 NORMANDY CIR	25	M	R-11391-00M-0250-1
2101 NORMANDY CIR	26	M	R-11391-00M-0260-1
761 IVY GLEN CT	17	N	R-11391-00N-0170-1
750 STAR MEADOW DR	18	N	R-11391-00N-0180-1
740 STAR MEADOW DR	19	N	R-11391-00N-0190-1
730 STAR MEADOW DR	20	N	R-11391-00N-0200-1
701 STAR MEADOW DR	24	N	R-11391-00N-0240-1
721 STAR MEADOW DR	25	N	R-11391-00N-0250-1
731 STAR MEADOW DR	26	N	R-11391-00N-0260-1
741 STAR MEADOW DR	27	N	R-11391-00N-0270-1
751 STAR MEADOW DR	28	N	R-11391-00N-0280-1
710 HALLMARK CT	29	N	R-11391-00N-0290-1
700 HALLMARK CT	30	N	R-11391-00N-0300-1
690 HALLMARK CT	31	N	R-11391-00N-0310-1
680 HALLMARK CT	32	N	R-11391-00N-0320-1
2021 VANDERBILT DR	1	Q	R-11391-00Q-0010-1
2011 VANDERBILT DR	2	Q	R-11391-00Q-0020-1
2001 VANDERBILT DR	3	Q	R-11391-00Q-0030-1
1951 VANDERBILT DR	4	Q	R-11391-00Q-0040-1
1940 HARVARD AVE	14	Q	R-11391-00Q-0140-1
1950 HARVARD AVE	15	Q	R-11391-00Q-0150-1
1960 HARVARD AVE	16	Q	R-11391-00Q-0160-1
2000 HARVARD AVE	17	Q	R-11391-00Q-0170-1
2010 HARVARD AVE	18	Q	R-11391-00Q-0180-1
2020 HARVARD AVE	19	Q	R-11391-00Q-0190-1
2021 HARVARD AVE	1	R	R-11391-00R-0010-1



2011 HARVARD AVE	2	R	R-11391-00R-0020-1
2001 HARVARD AVE	3	R	R-11391-00R-0030-1
1971 HARVARD AVE	4	R	R-11391-00R-0040-1
1961 HARVARD AVE	5	R	R-11391-00R-0050-1
1951 HARVARD AVE	6	R	R-11391-00R-0060-1
1941 HARVARD AVE	7	R	R-11391-00R-0070-1
1931 HARVARD AVE	8	R	R-11391-00R-0080-1
1921 HARVARD AVE	9	R	R-11391-00R-0090-1
1911 HARVARD AVE	10	R	R-11391-00R-0100-1
1901 HARVARD AVE	11	R	R-11391-00R-0110-1
1801 STAR TRACE PKWY	7	S	R-11391-00S-0070-1
1811 STAR TRACE PKWY	8	S	R-11391-00S-0080-1

**TRACT 3. THE FOLLOWING PARCELS SITUATED IN STAR TRAIL PHASE TWO, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 2019, PAGE 339, PLAT RECORDS, COLLIN COUNTY, TEXAS:**

<u>Address</u>	<u>Lot</u>	<u>Block</u>	<u>Tax Assessor Ref.</u>
1810 MILTON DR	9	S	R-11840-00S-0090-1
1811 MILTON DR	23	S	R-11840-00S-0230-1
1810 AUTUMNWOOD CT	24	S	R-11840-00S-0240-1
431 CENTENARY DR	2	X	R-11840-00X-0020-1
421 CENTENARY DR	3	X	R-11840-00X-0030-1
411 CENTENARY DR	4	X	R-11840-00X-0040-1
401 CENTENARY DR	5	X	R-11840-00X-0050-1

**TRACT 4. THE FOLLOWING PARCELS SITUATED IN COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY, ABSTRACT NO. 147:**

<u>Address</u>	<u>Lot</u>	<u>Block</u>	<u>Tax Assessor Ref.</u>
1934 WEST FIRST ST	174	3	R-6147-003-1740-1
	1	4	R-6147-004-0010-1

**TRACT 5. THE FOLLOWING PARCELS SITUATED IN STAR TRAIL PHASE THREE, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 2019, PAGE 311, PLAT RECORDS, COLLIN COUNTY, TEXAS:**

<u>Address</u>	<u>Lot</u>	<u>Block</u>	<u>Tax Assessor Ref.</u>
920 LONE GROVE LN	14	A	R-11830-00A-0140-1
930 LONE GROVE LN	15	A	R-11830-00A-0150-1
940 LONE GROVE LN	16	A	R-11830-00A-0160-1
950 LONE GROVE LN	17	A	R-11830-00A-0170-1
960 LONE GROVE LN	18	A	R-11830-00A-0180-1
970 LONE GROVE LN	19	A	R-11830-00A-0190-1



980 LONE GROVE LN	20	A	R-11830-00A-0200-1
1000 LONE GROVE LN	21	A	R-11830-00A-0210-1
1010 LONE GROVE LN	22	A	R-11830-00A-0220-1
1020 LONE GROVE LN	23	A	R-11830-00A-0230-1
1030 LONE GROVE LN	24	A	R-11830-00A-0240-1
1040 LONE GROVE LN	25	A	R-11830-00A-0250-1
1050 LONE GROVE LN	26	A	R-11830-00A-0260-1
1060 LONE GROVE LN	27	A	R-11830-00A-0270-1
1070 LONE GROVE LN	28	A	R-11830-00A-0280-1
1080 LONE GROVE LN	29	A	R-11830-00A-0290-1
1081 EARTHWIND DR	30	A	R-11830-00A-0300-1
1071 EARTHWIND DR	31	A	R-11830-00A-0310-1
1061 EARTHWIND DR	32	A	R-11830-00A-0320-1
1051 EARTHWIND DR	33	A	R-11830-00A-0330-1
1041 EARTHWIND DR	34	A	R-11830-00A-0340-1
2140 SUMMERSIDE LN	35	A	R-11830-00A-0350-1
2150 SUMMERSIDE LN	36	A	R-11830-00A-0360-1
2160 SUMMERSIDE LN	37	A	R-11830-00A-0370-1
2170 WOODLAWN DR	38	A	R-11830-00A-0380-1
2180 WOODLAWN DR	39	A	R-11830-00A-0390-1
2190 WOODLAWN DR	40	A	R-11830-00A-0400-1
970 SOUTHGATE LN	1	T	R-11830-00T-0010-1
960 SOUTHGATE LN	2	T	R-11830-00T-0020-1
950 SOUTHGATE LN	3	T	R-11830-00T-0030-1
940 SOUTHGATE LN	4	T	R-11830-00T-0040-1
930 SOUTHGATE LN	5	T	R-11830-00T-0050-1
920 SOUTHGATE LN	6	T	R-11830-00T-0060-1
911 GLADEWATER DR	7	T	R-11830-00T-0070-1
921 GLADEWATER DR	8	T	R-11830-00T-0080-1
931 GLADEWATER DR	9	T	R-11830-00T-0090-1
941 GLADEWATER DR	10	T	R-11830-00T-0100-1
951 GLADEWATER DR	11	T	R-11830-00T-0110-1
961 GLADEWATER DR	12	T	R-11830-00T-0120-1
971 GLADEWATER DR	13	T	R-11830-00T-0130-1
970 GLADEWATER DR	14	T	R-11830-00T-0140-1
960 GLADEWATER DR	15	T	R-11830-00T-0150-1
950 GLADEWATER DR	16	T	R-11830-00T-0160-1
940 GLADEWATER DR	17	T	R-11830-00T-0170-1
930 GLADEWATER DR	18	T	R-11830-00T-0180-1
920 GLADEWATER DR	19	T	R-11830-00T-0190-1



921 LONE GROVE LN	20	T	R-11830-00T-0200-1
931 LONE GROVE LN	21	T	R-11830-00T-0210-1
941 LONE GROVE LN	22	T	R-11830-00T-0220-1
951 LONE GROVE LN	23	T	R-11830-00T-0230-1
961 LONE GROVE LN	24	T	R-11830-00T-0240-1
971 LONE GROVE LN	25	T	R-11830-00T-0250-1
1040 GENTLE KNOLL LN	1	U	R-11830-00U-0010-1
1030 GENTLE KNOLL LN	2	U	R-11830-00U-0020-1
1020 GENTLE KNOLL LN	3	U	R-11830-00U-0030-1
1010 GENTLE KNOLL LN	4	U	R-11830-00U-0040-1
1000 GENTLE KNOLL LN	5	U	R-11830-00U-0050-1
990 GENTLE KNOLL LN	6	U	R-11830-00U-0060-1
980 GENTLE KNOLL LN	7	U	R-11830-00U-0070-1
970 GENTLE KNOLL LN	8	U	R-11830-00U-0080-1
960 GENTLE KNOLL LN	9	U	R-11830-00U-0090-1
950 GENTLE KNOLL LN	10	U	R-11830-00U-0100-1
940 GENTLE KNOLL LN	11	U	R-11830-00U-0110-1
930 GENTLE KNOLL LN	12	U	R-11830-00U-0120-1
920 GENTLE KNOLL LN	13	U	R-11830-00U-0130-1
921 SOUTHGATE LN	14	U	R-11830-00U-0140-1
931 SOUTHGATE LN	15	U	R-11830-00U-0150-1
941 SOUTHGATE LN	16	U	R-11830-00U-0160-1
951 SOUTHGATE LN	17	U	R-11830-00U-0170-1
961 SOUTHGATE LN	18	U	R-11830-00U-0180-1
981 SOUTHGATE LN	19	U	R-11830-00U-0190-1
2150 SUN MEADOW DR	20	U	R-11830-00U-0200-1
2140 SUN MEADOW DR	21	U	R-11830-00U-0210-1
2130 SUN MEADOW DR	22	U	R-11830-00U-0220-1
2120 SUN MEADOW DR	23	U	R-11830-00U-0230-1
2110 SUN MEADOW DR	24	U	R-11830-00U-0240-1
2100 SUN MEADOW DR	25	U	R-11830-00U-0250-1
2090 SUN MEADOW DR	26	U	R-11830-00U-0260-1
2080 SUN MEADOW DR	27	U	R-11830-00U-0270-1
2070 SUN MEADOW DR	28	U	R-11830-00U-0280-1
2060 SUN MEADOW DR	29	U	R-11830-00U-0290-1
2050 SUN MEADOW DR	30	U	R-11830-00U-0300-1
2051 SUMMERSIDE LN	31	U	R-11830-00U-0310-1
2061 SUMMERSIDE LN	32	U	R-11830-00U-0320-1
2071 SUMMERSIDE LN	33	U	R-11830-00U-0330-1
2081 SUMMERSIDE LN	34	U	R-11830-00U-0340-1



2091 SUMMERSIDE LN	35	U	R-11830-00U-0350-1
2101 SUMMERSIDE LN	36	U	R-11830-00U-0360-1
2111 SUMMERSIDE LN	37	U	R-11830-00U-0370-1
2121 SUMMERSIDE LN	38	U	R-11830-00U-0380-1
2131 SUMMERSIDE LN	39	U	R-11830-00U-0390-1
2141 SUMMERSIDE LN	40	U	R-11830-00U-0400-1
2151 SUMMERSIDE LN	41	U	R-11830-00U-0410-1
2161 SUMMERSIDE LN	42	U	R-11830-00U-0420-1
2171 SUMMERSIDE LN	43	U	R-11830-00U-0430-1
2181 SUMMERSIDE LN	44	U	R-11830-00U-0440-1
2210 WOODLAWN DR	1	V	R-11830-00V-0010-1
2220 WOODLAWN DR	2	V	R-11830-00V-0020-1
2230 WOODLAWN DR	3	V	R-11830-00V-0030-1
1051 GENTLE KNOLL LN	4	V	R-11830-00V-0040-1
1041 GENTLE KNOLL LN	5	V	R-11830-00V-0050-1
1031 GENTLE KNOLL LN	6	V	R-11830-00V-0060-1
1021 GENTLE KNOLL LN	7	V	R-11830-00V-0070-1
1011 GENTLE KNOLL LN	8	V	R-11830-00V-0080-1
1001 GENTLE KNOLL LN	9	V	R-11830-00V-0090-1
991 GENTLE KNOLL LN	10	V	R-11830-00V-0100-1
981 GENTLE KNOLL LN	11	V	R-11830-00V-0110-1
971 GENTLE KNOLL LN	12	V	R-11830-00V-0120-1
961 GENTLE KNOLL LN	13	V	R-11830-00V-0130-1
951 GENTLE KNOLL LN	14	V	R-11830-00V-0140-1
941 GENTLE KNOLL LN	15	V	R-11830-00V-0150-1
931 GENTLE KNOLL LN	16	V	R-11830-00V-0160-1
921 GENTLE KNOLL LN	17	V	R-11830-00V-0170-1
1070 EARTHWIND DR	1	W	R-11830-00W-0010-1
1060 EARTHWIND DR	2	W	R-11830-00W-0020-1
1050 EARTHWIND DR	3	W	R-11830-00W-0030-1
1040 EARTHWIND DR	4	W	R-11830-00W-0040-1
1041 LONE GROVE LN	5	W	R-11830-00W-0050-1
1051 LONE GROVE LN	6	W	R-11830-00W-0060-1
1061 LONE GROVE LN	7	W	R-11830-00W-0070-1
1071 LONE GROVE LN	8	W	R-11830-00W-0080-1



Filed and Recorded  
 Official Public Records  
 Stacey Kemp, County Clerk  
 Collin County, TEXAS  
 08/23/2021 01:21:01 PM  
 \$70.00 SCAPELA  
 20210823001701030



*Stacey Kemp*

THE STATE OF TEXAS  
COUNTY OF COLLIN

I, Stacey Kemp County Clerk,  
Court Collin County, Texas

Do hereby certify that the foregoing instrument of writing is  
a full, true and correct copy of the instrument as filed for  
record in my office the 23 day of August, 20 21  
No 20210823001701030

Witness my hand and official seal at my office in McKinney,  
Texas, this 9 day of March, 20 23

Stacey Kemp Collin County Clerk  
Collin County, Texas

By: Kim Doolin, Deputy



### **Automated Certificate of eService**

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Karen Walters on behalf of Zachary Rhines  
Bar No. 24116957  
karen.walters@oag.texas.gov  
Envelope ID: 73782973  
Filing Code Description: Petition  
Filing Description: PLAINTIFF'S ORIGINAL PETITION  
Status as of 3/21/2023 3:29 PM CST

Associated Case Party: STATE OF TEXAS

<b>Name</b>	<b>BarNumber</b>	<b>Email</b>	<b>TimestampSubmitted</b>	<b>Status</b>
Zachary L.Rhines		zachary.rhines@oag.texas.gov	3/17/2023 4:40:58 PM	SENT