

AGREEMENT TO SHARE COSTS

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT TO SHARE COSTS (this "Agreement") is made this 1st day of March, 2017 (the "Effective Date"), by and between **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("LENNAR") and **SOUTHWIND COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation ("Association").

BACKGROUND STATEMENT

As of the Effective Date, LENNAR is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Southwind Meadows Property"). LENNAR intends to develop the Southwind Meadows Property as a single-family residential community to be governed by a property owner's association to be formed during development of the Southwind Meadows Property (the "Southwind Meadows Association").

The Association is a mandatory membership property owner's association established pursuant to that certain Community Charter for Southwind recorded on September 2, 2005 under Instrument No. D205262150 of the Deed Records of Tarrant County, Texas (such Charter, as it may be amended from time to time, is referred to as the "Charter", and all property subject thereto, together with any property which may from time to time be added thereto by supplement, is herein referred to as the "Southwind Property"). The Association is empowered to maintain its Common Area, including the Maintenance Areas described in Section 2.1 below, within the Southwind development pursuant to its Bylaws and the Charter.

The Southwind Meadows Property and the Southwind Property are hereinafter collectively referred to as the "Properties".

Acknowledging that the present and future owners and occupants of all of the Properties are benefitted by the Association's maintenance of the Maintenance Areas, the Association and LENNAR desire to provide for the care and maintenance of the Maintenance Areas to at least the standards set forth herein and to provide for an equitable allocation of the costs of such maintenance between the Association and the owner(s) of the Properties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties covenant and agree as follows:

ARTICLE I
BINDING EFFECT

LENNAR hereby declares that the Southwind Meadows Property shall be held, sold, and conveyed subject to the covenants, conditions and easements contained herein, which are made for the express benefit of the Association and the present and future owners of the Properties and which shall run with the title to the Southwind Meadows Property and shall bind all parties having any right, title, or interest in the Southwind Meadows Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of the Association and each owner of any part of the Properties.

ARTICLE II
OBLIGATION TO MAINTAIN AND INSURE

Section 2.1. Maintenance Areas. The Maintenance Areas, as such term is used herein, shall refer to the areas and items described below and shown on the Maintenance Area Map attached hereto as Exhibit "B" which includes the following:

- a. the entrance pond located on the South side of Southwind Drive, including any dams, berms, gabion walls, bulkheads, levees, walls, spillways, wells, water features, structures, improvements and mechanical equipment which service the entrance pond, including lighting, fountains, walkways between the walking trails and the pond, pumps, aerators, control boxes, timers, pumping stations and lines located within or servicing the entrance pond (collectively, the "Association Pond");
- b. the entryway to the Properties, including any monuments, signs, irrigation systems, drainage systems, landscaping, fencing and lighting servicing the entryway (collectively, the "Entrance Features");
- c. Southwind Drive, including street medians, sidewalks, lamp posts, landscaping, fencing, screening walls, and retaining walls lying within the right-of-way of Southwind Drive, to the extent not maintained by the City of Arlington (collectively, the "Southwind Drive");
- d. the walking trails (collectively, the "Walking Trails"); and
- e. the playground and related improvements (collectively, the "Playground").

Section 2.2. Association's Obligation to Maintain. The Association covenants and agrees to maintain, repair, replace and insure the Maintenance Areas in a manner consistent with the level of maintenance generally prevailing throughout the Properties. Such maintenance shall include, without limitation, clearing of brush from the Association Pond spillway, and periodic treatment of the Association Pond to maintain water quality which would be adequate to avoid excessive breeding of insects. It shall also include maintenance, repair and replacement of any dam, well or other structure, and mechanical equipment such as pumps and wells serving the Association Pond as necessary to keep them in good working order and repair. Maintenance shall

also include the maintenance, repair and replacement of the Entrance Features and the Walking Trails. Maintenance shall also include the regular mowing, edging, pruning, fertilizing, and reseeding as appropriate, of all landscaping within the Maintenance Areas, and replacing dead landscaping plants within a reasonable period of time after they die.

In the event that all or any portion of the Association's responsibilities under this Section are assumed by any local, state or federal governmental entity, the Association shall be relieved of such responsibility to the extent so assumed; provided, the Association may provide additional maintenance or a higher level of maintenance to any portion of the Common Areas maintained by such governmental entity if the board of directors of the Association determines, in its sole discretion, that such additional maintenance is necessary or desirable to maintain the standard of maintenance generally prevailing in the Properties.

Section 2.3. Higher Level of Maintenance. LENNAR and/or the Southwind Meadows Association may request at any time that the Association provide additional maintenance or a higher level of maintenance as to all or a portion of the Maintenance Areas than that required under Section 2.2 of this Article and, upon payment of any additional costs associated therewith by the requesting party, and upon approval of the request by the board of directors of the Association, the Association shall provide such additional maintenance or higher level of maintenance.

Section 2.4. Southwind Meadows Association's Obligation to Maintain. LENNAR covenants and agrees to maintain, repair, replace and insure, at its sole cost, or to cause the Southwind Meadows Association to maintain, repair, replace and insure, at its sole cost and expense, the portions of the Southwind Meadows Property owned by LENNAR or the Southwind Meadows Association in a manner consistent with the level of maintenance generally prevailing throughout the Properties, unless such maintenance responsibility is otherwise assumed by a local, state or federal governmental entity. Such maintenance shall include, without limitation, maintaining the pond and fountain located on the Southwind Meadows Property on the North side of Southwind Drive as shown on the Map attached hereto as Exhibit "C" (the "Southwind Meadows' Pond"). In the event that all or any portion of the responsibilities under this Section are assumed by any local, state or federal governmental entity, LENNAR and the Southwind Meadows Association shall be relieved of such responsibility to the extent so assumed; provided, LENNAR and/or the Southwind Meadows Association, as applicable, may provide additional maintenance or a higher level of maintenance to any portion of the Southwind Meadows Property maintained by such governmental entity if LENNAR and/or the Southwind Meadows Association determines, in its sole discretion, that such additional maintenance is necessary or desirable to maintain the standard of maintenance generally prevailing in the Properties. In the event that all or a portion of the responsibilities under this Section are assumed in writing by the Southwind Meadows Association, LENNAR shall be relieved of such responsibility to the extent so assumed.

Section 2.5. Well Installation; Association Pond Repairs. LENNAR covenants and agrees to install and engineer, at its sole cost and expense, a down-stream well so as to maintain a full (no less than a waterline within 20 feet of the adjacent sidewalk) and constant water level in the Association Pond through the culvert running under Southwind Drive and to provide irrigation to the Entrance Features. LENNAR also covenants and agrees to engineer and perform repairs to the Association Pond to prevent seepage from the Association Pond and to correct the

improper drainage so that any overflow occurs on the south side of the Association Pond and away from the sidewalk leading from the Walking Trails. Prior to performing any repair work on the Association Pond, LENNAR shall obtain the proper permits from the City and shall obtain a licensed engineer's report as to the required repairs. All repairs shall be performed in accordance with the permit and the report, copies of which shall be provided to the Association prior to commencement of the work. The maintenance obligation with respect to the Southwind Meadows' Pond shall not commence until LENNAR has completed the work on the Southwind Meadows' Pond and added the down-stream well.

Section 2.6. Failure to Maintain. If any party fails to properly perform its responsibilities under this Article, another party may make a written demand on such party to perform, specifying in detail the action deemed necessary and allowing a reasonable time (but not less than 10 days) within which to take such action in response to such demand.

Should a party fail to fulfill its duties and responsibilities within such period, then the demanding party, through their respective authorized agent or agents, shall have the right and power to enter onto the other party's property and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person and may assess the actual, direct costs incurred in doing so against the nonperforming party. Notwithstanding the above, prior notice is not required in the event that the demanding party determines, in its sole discretion, that an emergency situation exists which requires immediate entry to perform emergency maintenance or repairs. In the event that emergency maintenance or repairs are performed, the party performing such maintenance shall notify the other party as soon as reasonably practical of such entry and the emergency maintenance and repairs performed on behalf of such party. All actual, direct costs associated with such emergency repairs may be assessed against the other party. Notwithstanding anything contained herein to the contrary, if within 10 days after receipt of any such demand for maintenance the recipient disputes the alleged failure to perform by written notice to the demanding party, then the demanding party shall not be entitled to assess its costs in undertaking any such action unless and until the matter is submitted to binding arbitration (if agreed to by both parties) or to a court of law and such proceedings result in an award in favor of the demanding party.

Section 2.7. Obligation to Insure. In addition to the maintenance responsibilities set forth above, each of (a) the Association and (b) LENNAR and/or the Southwind Meadows Association (as applicable) shall obtain and maintain in effect property and public liability insurance on the Maintenance Areas and the Southwind Meadows Property owned by it, respectively, satisfying the requirements for insurance set forth in Article 11 of the Charter. In the event that LENNAR and/or the Southwind Meadows Association also insures all or any portion of the Maintenance Areas, the Association's insurance shall be primary.

ARTICLE III **EASEMENTS**

Section 3.1. Easement for Maintenance. LENNAR hereby grants and conveys unto the Association, its agents, employees, designees, successors and assigns, a perpetual non-exclusive easement over, under and across the Southwind Meadows Property (but not any structures thereon) for access, ingress and egress, maintenance and repair to the extent reasonably necessary for the Association to perform its maintenance responsibilities and exercise its rights

under the Charter and hereunder. This grant shall include, without limitation, the perpetual right and easement, but not the obligation, to enter upon the Southwind Meadows Property (but not any structures thereon) to access the Association Pond located within the Maintenance Areas to (i) install, keep, maintain and replace pumps and related equipment; (ii) construct, maintain and repair any bulkhead, levee, wall, dam or other structure retaining water, and (iii) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Agreement. Notwithstanding the foregoing, after a plat has been recorded in the Real Property Records of Tarrant County, Texas for a portion of the Southwind Meadows Property, such easement area will not include any single-family residential lots shown on such plat.

LENNAR further grants and conveys unto the Association, its agents, employees, designees, successors and assigns, a perpetual, non-exclusive right and easement of access and encroachment over the Southwind Meadows Property (but not the structures thereon), adjacent to or within fifty (50) feet of the Association Pond, in order to (i) temporarily flood and back water upon and maintain water over such portions of the Properties, (ii) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the Association Pond, (iii) maintain and landscape the slopes and banks pertaining to such Association Pond and (iv) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Notwithstanding the foregoing, after a plat has been recorded in the Real Property Records of Tarrant County, Texas for a portion of the Southwind Meadows Property, such easement area will not include any single-family residential lots shown on such plat. Nothing herein shall be construed to make the Association, LENNAR, the Southwind Meadows Association, or any other person liable for damage from flooding due to heavy rainfall or other natural disasters. The Association Pond is designed as a water management area and not for aesthetic features. Because of fluctuations in water elevations within the immediate area, the water level of the Association Pond will rise and fall. The Association, LENNAR and the Southwind Meadows Association have little or no control over such elevations.

Section 3.2. Easement for Access and Use of Walking Trails. The Association hereby grants and conveys unto LENNAR and the Southwind Meadows Association, their agents, employees, designees, successors and assigns, and the owners and occupants of the Southwind Meadows Property, a non-exclusive easement for access, ingress and egress over all bridges, pathways and trails, lying within the Maintenance Areas (or easements appurtenant to the Maintenance Areas) which are part of the Walking Trails and which are described as the Walking Trails on Exhibit "B" attached hereto and incorporated herein by this reference.

Section 3.3. Easement for Irrigation. LENNAR further grants and conveys unto the Association, its agents, employees, designees, successors and assigns, a perpetual, exclusive right and easement over, under and across the Southwind Meadows Property (but not any structures thereon), to the extent reasonably necessary:

- a. to draw surface and sub-surface waters from the Association Pond for the purposes of irrigating the Maintenance Areas; and
- b. to operate, maintain, repair and replace irrigation systems and equipment serving such systems; and

- c. to gain access to the irrigation systems and equipment for such purposes.

Notwithstanding the foregoing, after a plat has been recorded in the Real Property Records of Tarrant County, Texas for a portion of the Southwind Meadows Property, such easement area will not include any single-family residential lots shown on such plat.

Section 3.4. Damages to Property. The easements shall not entitle any party to cause any unnecessary damage to or unreasonably disturb another party's property without prior notice to and consent of such other party, which consent shall not unreasonably be withheld or delayed. In the event that the exercise of such easements results in any unnecessary damage or unreasonable disturbance to another party's property, the party causing the damage shall, at its sole cost and expense, promptly repair such damage and return the damaged property to a condition as good or better than that which existed prior to such damage or disturbance.

ARTICLE IV **OBLIGATION TO SHARE COSTS**

Section 4.1. Assessment of Southwind Meadows Association. LENNAR covenants and agrees to pay (or cause the Southwind Meadows Association to pay) its prorata share of annual assessments (in an amount set forth below) to the Association to cover a portion of the costs incurred by the Association in maintaining, repairing, replacing, and insuring the Maintenance Areas. Such costs may include a reasonable management or administrative fee (not to exceed 4% of the total budgeted costs) to compensate the Association for performing its duties hereunder. All assessments, together with interest (at a rate not to exceed the highest rate allowed by Texas law) as computed from the date the delinquency first occurs, late charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the applicable portion of the Southwind Meadows Property owned by the delinquent party, and shall also be the personal obligation of such delinquent party at the time the assessment arose. In the event of a transfer of title to the Southwind Meadows Property, the grantee shall be jointly and severally liable with the grantor for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to the Southwind Meadows Property pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. The obligation to pay this assessment shall be a separate and independent covenant on the part of the owners of the Southwind Meadows Property, and no diminution or abatement of the assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association to adequately perform its maintenance responsibilities or for any other reason.

Section 4.2. Estoppel Certificate. The Association shall, upon ten (10) days' prior written notice, furnish to any person liable for any assessment (or such person's agent or representative) a certificate in writing signed by an officer of the Association setting forth whether an assessment levied hereunder has been paid. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Section 4.3. Computation of Assessments.

a. Budget. On an annual basis, the Association shall determine an estimated budget for performing each of its maintenance responsibilities for the Maintenance Areas under Article II, Section 2.1, during the upcoming year, including a reasonable and appropriate amount to be placed in a reserve fund for capital repairs and replacements. Such budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period.

b. Computation of Assessment. Fifty percent (50%) of the annual budget for the Maintenance Areas (other than the Playground), as adjusted pursuant to paragraph (a) of this Section, plus any unreimbursed costs incurred by the Association to collect amounts due hereunder for previous fiscal years from LENNAR and/or the Southwind Meadows Association (as applicable), shall be the total annual assessment obligation of LENNAR and/or the Southwind Meadows Association (as applicable) as to the Maintenance Areas (other than the Playground). For the Playground, the annual assessment obligation shall be equal to fifty percent (50%) of the annual budget applicable to the Playground, but not to exceed \$500.00 per year. If there is more than one owner of the Southwind Meadows Property, such amount shall be assessed pro-rata among such owners on the basis of the total number of lots within the Southwind Meadows Property. If the Southwind Meadows Property is governed by one or more mandatory property owner's association, then such amount shall be assessed equally among the property owners' associations having jurisdiction over the Southwind Meadows Property.

c. Notice of Assessment Amount. The Association shall send a notice of the annual assessment against the Southwind Meadows Property to LENNAR and the Southwind Meadows Association at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. In the event the Association fails to notify LENNAR and the Southwind Meadows Association of the annual assessment, then and until such time as LENNAR and the Southwind Meadows Association are so notified, the annual assessment most recently in effect shall continue in effect until a new annual assessment is determined and LENNAR and the Southwind Meadows Association are notified of the new annual assessment. At such time as LENNAR or its permitted assigns no longer owns any portion of the Southwind Meadows Property, the Association will no longer be required to send such notice to LENNAR or its permitted assigns.

Section 4.4. Payment of Assessments.

a. Within thirty (30) days after delivery of written notice of the annual assessment due pursuant to Section 3.3(c) above, each of LENNAR and/or the Southwind Meadows Association (as applicable) shall pay to the Association its prorata share of one-half (½) of the amount due. The balance shall be due and payable 180 days after the due date of the first installment. Any payment which is delinquent for a period of more than thirty (30) days shall incur a late charge in the amount of \$100.00. If a payment is not paid when due, the delinquent party shall be responsible for the late charge, interest (not to exceed the maximum lawful rate) on the prorata principal amount due from the date first due and payable, all costs of collection, reasonable attorney's fees, and any other amounts provided or permitted by law.

b. LENNAR does hereby establish, reserve, create and subject the Southwind Meadows Property to a perfected contractual lien for unpaid assessments owed under this Agreement, as

well as interest, late charges and collection costs (including reasonable attorney's fees). Such lien shall be prior and superior to all other liens except liens for (i) taxes, bonds, assessments and other levies which by law would be superior thereto, and (ii) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. The lien shall be self-operative, shall arise by virtue of the conveyance by LENNAR of any portion of the Southwind Meadows Property and shall continue thereafter in inchoate form without any deed of trust, mortgage or other document being executed or granted, without such lien being reserved in or referenced to in any deed or other conveyance document, and without any other action being taken by any party.

c. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Section 51.002 of the Texas Property Code, as it may be amended from time to time (the "Foreclosure Statute"), in like manner of any deed of trust on real property. In connection with the lien created herein, LENNAR grants the Association, whether expressed in the deed or other conveyance to the owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any Person, including but not limited to the Association shall have the right to bid for the Southwind Meadows Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 4.5. Date of Commencement of Assessments. The assessments provided for herein shall commence on the first day of the month following thirty (30) days from the Association's delivery of written notice of the annual assessment pursuant to this Article IV. The first annual assessment levied on the Southwind Meadows Property shall be prorated according to the number of days remaining in the fiscal year at the time the assessments commence hereunder.

ARTICLE V

GENERAL

Section 5.1. Notice. Any notice provided for in this Agreement shall be served personally or shall be mailed by registered or certified mail, if to the Association, then addressed to the president or secretary of the Association c/o Principal Management Group, 12700 Park Central Drive, Suite 600, Dallas, Texas 75251, or if to LENNAR, at 1707 Marketplace Blvd. Suite 100, Irving, Texas 75063. Each party may change its notice address by delivery written notice to the other parties in accordance with this Section 5.1. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery to the party or address specified above, (b) on the third (3rd) day after mailing, when mailed by registered or certified mail, postage prepaid, and properly addressed, (c) upon delivery to the party's electronic address.

Section 5.2. Recordkeeping. The Association shall maintain or cause to maintained complete and accurate books of account with respect to its management, maintenance and operation of the Maintenance Areas. Such books and records and financial statements related to

thereto shall be made available for inspection and copying by LENNAR and/or the Southwind Meadows Association within 10 days' of receipt of a written request, during normal business hours or under other reasonable circumstances. All inspection and copying charges, including a reasonable administrative fee, shall be paid in advance by the Southwind Meadows Association. If LENNAR and/or the Southwind Meadows Association desires to have the financial records audited, it may do so at the requesting party's expense, and the Association shall cooperate by making available to the party performing the audit the records, including all supporting material (e.g., check copies, invoices, etc.) for the year then audited. Any variances from the actual expenses of the Association from that determined by the audit shall be taken into account in the following year's budget as provided under Article IV hereof.

Section 5.3. Amendment; Assignment. This Agreement may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the directors of the Association, the consent of LENNAR (for so long as LENNAR owns any portion of the Southwind Meadows Property), and the consent of at least a majority of the directors of the Southwind Meadows Association, if any. LENNAR may assign this Agreement to (i) any entity that acquires all or a portion of the Southwind Meadows Property for the purposes of development and/or sale of the Southwind Meadows Property and/or (ii) the Southwind Meadows Association, and from and after such assignment, LENNAR will be released from its obligations under this Agreement as to those obligations assumed by such assignee. The Agreement may also be assigned by the Association and/or by the Southwind Meadows Association to a successor property owner's association that governs a portion of the Properties.

Section 5.4. Duration. The provisions of this Agreement shall run with and bind the land and shall be and remain in effect for a period of thirty (30) years after the date that this Agreement is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless such extension is disapproved by at least a majority of the directors of the Association, by LENNAR (for so long as LENNAR owns any portion of the Southwind Meadows Property), and by at least a majority of the directors of the Southwind Meadows Association, if any.

Section 5.5. Interpretation. This Agreement shall be governed by and construed under the laws of the State of Texas.

Section 5.6. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Agreement shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 5.7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 5.8. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the

provisions of this Agreement are declared to be severable.

Section 5.9. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 5.10. Capitalized Terms. All capitalized terms shall have the same meaning as set forth in the Charter unless otherwise defined herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

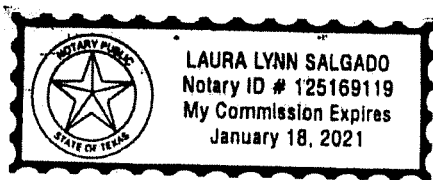
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: Lennar Texas Holding Company,
a Texas corporation,
its General Partner

By: [Signature]
Name: Alicia Schwarze
Title: Authorized Agent

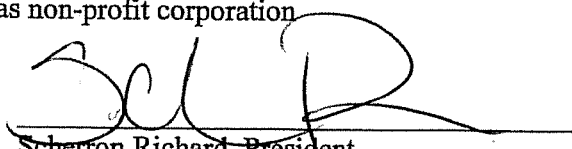
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this 1st day of March 2018, personally appeared Alicia Schwarze Authorized Agent of Lennar Texas Holding Company, a Texas corporation, General Partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that (s)he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



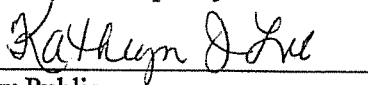
[Signature]
Notary Public
My Commission Expires: 1-18-2021

SOUTHWIND COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

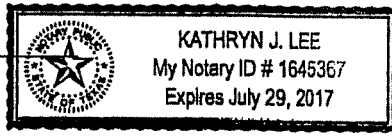
By: 
Scherron Richard, President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this 3rd day of March, 2016, personally appeared Scherron Richard, President of **SOUTHWIND COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.


Notary Public

My Commission Expires: _____



AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins St., Suite 1400
Dallas, Texas 75219

EXHIBIT "A"

SOUTHWIND MEADOWS PROPERTY DESCRIPTION

EXHIBIT "B"

MAINTENANCE AREA MAP

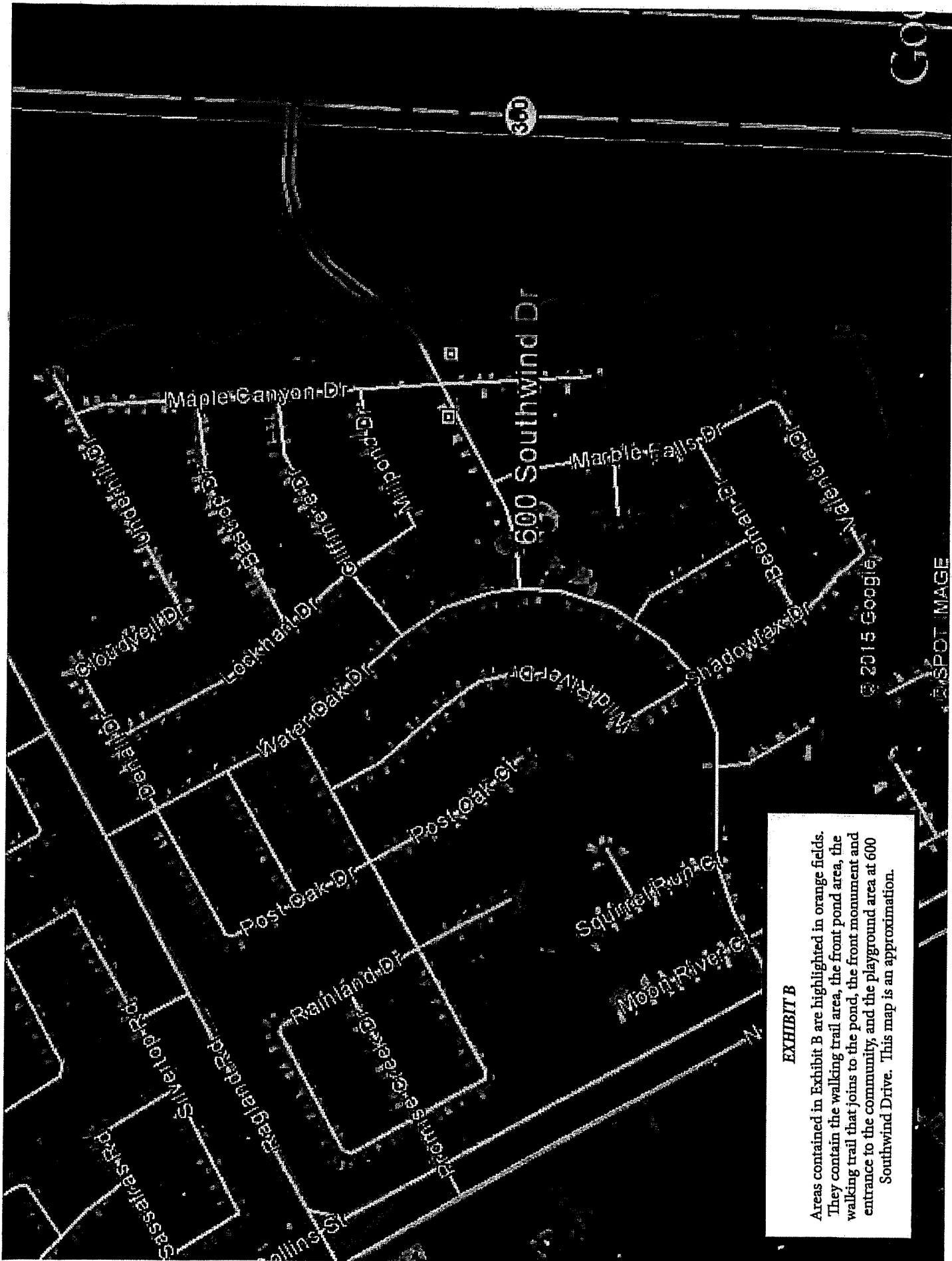


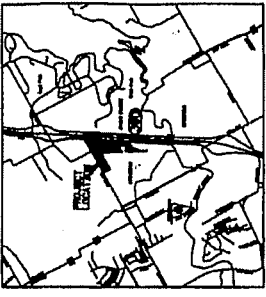
EXHIBIT B

Areas contained in Exhibit B are highlighted in orange fields. They contain the walking trail area, the front pond area, the walking trail that joins to the pond, the front monument and entrance to the community, and the playground area at 600 Southwind Drive. This map is an approximation.

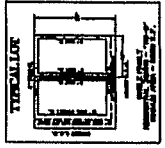
EXHIBIT "C"

SOUTHWIND MEADOWS AREA MAP

This plat is prepared in accordance with the provisions of the Texas Land Surveying Act, Chapter 190, Texas Revised Civil Statutes, as amended. The surveyor has surveyed the land shown on this plat, and the same is shown to conform with the requirements of the law. The surveyor is not responsible for the accuracy of the information shown on this plat, other than the information which he has surveyed and shown. The surveyor is not responsible for the accuracy of the information shown on this plat, other than the information which he has surveyed and shown.



VICINITY MAP
1/4" = 100'



LAND USE SUMMARY

DESCRIPTION	PERCENTAGE	AREA	PERCENTAGE	AREA
RESIDENTIAL	94	3.86	94	3.86
OPEN SPACE	6	0.24	6	0.24
TOTAL PROJECT AREA		4.10		4.10

MEASUREMENTS MADE BY THE SURVEYOR AT BEARING LINE # 10 WEST.

PRELIMINARY PLAT OF SOUTHWIND MEADOWS

144 RESIDENTIAL LOTS & 11 OPEN SPACE LOTS
 LOTS 1-58 60'-60" BLOCK A
 LOTS 1-16 74'-60" BLOCK B
 LOTS 1-41 60'-60" BLOCK C
 LOTS 1-10 60'-60" BLOCK D
 LOTS 1-3 60'-60" BLOCK E
 LOTS 1-10, 11-14-16, BLOCK F
 TRACT 1 - 41.854 ACRES
 TRACT 2 - 9.172 ACRES
 PREPARED BY THE
RALPH GRAYSON SURVEY, ABSTRACT No. 569
 CITY OF ARLINGTON
 TARRANT COUNTY, TEXAS
 RING 2018

This plat is prepared in accordance with the provisions of the Texas Land Surveying Act, Chapter 190, Texas Revised Civil Statutes, as amended. The surveyor has surveyed the land shown on this plat, and the same is shown to conform with the requirements of the law. The surveyor is not responsible for the accuracy of the information shown on this plat, other than the information which he has surveyed and shown. The surveyor is not responsible for the accuracy of the information shown on this plat, other than the information which he has surveyed and shown.

The purpose of this plat is to show the location of the lots and the dimensions of the lots as shown on the plat. The surveyor has surveyed the land shown on this plat, and the same is shown to conform with the requirements of the law. The surveyor is not responsible for the accuracy of the information shown on this plat, other than the information which he has surveyed and shown. The surveyor is not responsible for the accuracy of the information shown on this plat, other than the information which he has surveyed and shown.

THE SURVEYOR HAS SURVEYED THE LAND SHOWN ON THIS PLAT, AND THE SAME IS SHOWN TO CONFORM WITH THE REQUIREMENTS OF THE LAW. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAT, OTHER THAN THE INFORMATION WHICH HE HAS SURVEYED AND SHOWN.

CENTRELINE CURVE DATA

LINE NO.	START STATION	END STATION	CHORD BEARING	CHORD LENGTH	CURVE DATA
1	1+00.00	1+05.00	N 89° 57' 24" W	46.98	111.85'
2	1+05.00	1+10.00	N 89° 57' 24" W	46.98	111.85'
3	1+10.00	1+15.00	N 89° 57' 24" W	46.98	111.85'
4	1+15.00	1+20.00	N 89° 57' 24" W	46.98	111.85'
5	1+20.00	1+25.00	N 89° 57' 24" W	46.98	111.85'
6	1+25.00	1+30.00	N 89° 57' 24" W	46.98	111.85'
7	1+30.00	1+35.00	N 89° 57' 24" W	46.98	111.85'
8	1+35.00	1+40.00	N 89° 57' 24" W	46.98	111.85'
9	1+40.00	1+45.00	N 89° 57' 24" W	46.98	111.85'
10	1+45.00	1+50.00	N 89° 57' 24" W	46.98	111.85'
11	1+50.00	1+55.00	N 89° 57' 24" W	46.98	111.85'
12	1+55.00	1+60.00	N 89° 57' 24" W	46.98	111.85'
13	1+60.00	1+65.00	N 89° 57' 24" W	46.98	111.85'
14	1+65.00	1+70.00	N 89° 57' 24" W	46.98	111.85'
15	1+70.00	1+75.00	N 89° 57' 24" W	46.98	111.85'
16	1+75.00	1+80.00	N 89° 57' 24" W	46.98	111.85'
17	1+80.00	1+85.00	N 89° 57' 24" W	46.98	111.85'
18	1+85.00	1+90.00	N 89° 57' 24" W	46.98	111.85'
19	1+90.00	1+95.00	N 89° 57' 24" W	46.98	111.85'
20	1+95.00	2+00.00	N 89° 57' 24" W	46.98	111.85'
21	2+00.00	2+05.00	N 89° 57' 24" W	46.98	111.85'
22	2+05.00	2+10.00	N 89° 57' 24" W	46.98	111.85'
23	2+10.00	2+15.00	N 89° 57' 24" W	46.98	111.85'
24	2+15.00	2+20.00	N 89° 57' 24" W	46.98	111.85'
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28	2+35.00	2+40.00	N 89° 57' 24" W	46.98	111.85'
29	2+40.00	2+45.00	N 89° 57' 24" W	46.98	111.85'
30	2+45.00	2+50.00	N 89° 57' 24" W	46.98	111.85'

CENTRELINE LINE DATA

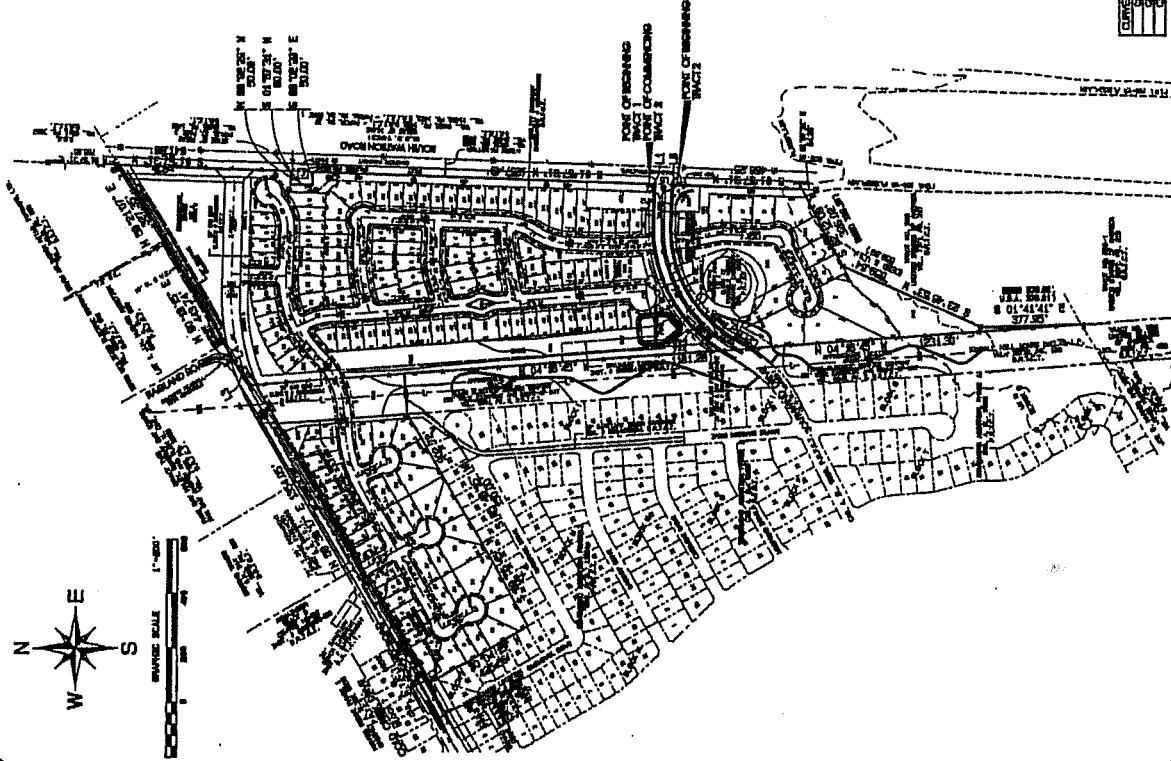
LINE NO.	START STATION	END STATION	BEARING	LENGTH
1	1+00.00	1+05.00	N 89° 57' 24" W	46.98
2	1+05.00	1+10.00	N 89° 57' 24" W	46.98
3	1+10.00	1+15.00	N 89° 57' 24" W	46.98
4	1+15.00	1+20.00	N 89° 57' 24" W	46.98
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7	1+30.00	1+35.00	N 89° 57' 24" W	46.98
8	1+35.00	1+40.00	N 89° 57' 24" W	46.98
9	1+40.00	1+45.00	N 89° 57' 24" W	46.98
10	1+45.00	1+50.00	N 89° 57' 24" W	46.98
11	1+50.00	1+55.00	N 89° 57' 24" W	46.98
12	1+55.00	1+60.00	N 89° 57' 24" W	46.98
13	1+60.00	1+65.00	N 89° 57' 24" W	46.98
14	1+65.00	1+70.00	N 89° 57' 24" W	46.98
15	1+70.00	1+75.00	N 89° 57' 24" W	46.98
16	1+75.00	1+80.00	N 89° 57' 24" W	46.98
17	1+80.00	1+85.00	N 89° 57' 24" W	46.98
18	1+85.00	1+90.00	N 89° 57' 24" W	46.98
19	1+90.00	1+95.00	N 89° 57' 24" W	46.98
20	1+95.00	2+00.00	N 89° 57' 24" W	46.98
21	2+00.00	2+05.00	N 89° 57' 24" W	46.98
22	2+05.00	2+10.00	N 89° 57' 24" W	46.98
23	2+10.00	2+15.00	N 89° 57' 24" W	46.98
24	2+15.00	2+20.00	N 89° 57' 24" W	46.98
25	2+20.00	2+25.00	N 89° 57' 24" W	46.98
26	2+25.00	2+30.00	N 89° 57' 24" W	46.98
27	2+30.00	2+35.00	N 89° 57' 24" W	46.98
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30	2+45.00	2+50.00	N 89° 57' 24" W	46.98

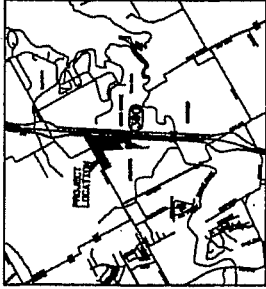
BOUNDARY LINE DATA

LINE NO.	START STATION	END STATION	BEARING	LENGTH
1	0+00.00	0+05.00	N 89° 57' 24" W	46.98
2	0+05.00	0+10.00	N 89° 57' 24" W	46.98
3	0+10.00	0+15.00	N 89° 57' 24" W	46.98
4	0+15.00	0+20.00	N 89° 57' 24" W	46.98
5	0+20.00	0+25.00	N 89° 57' 24" W	46.98
6	0+25.00	0+30.00	N 89° 57' 24" W	46.98
7	0+30.00	0+35.00	N 89° 57' 24" W	46.98
8	0+35.00	0+40.00	N 89° 57' 24" W	46.98
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10	0+45.00	0+50.00	N 89° 57' 24" W	46.98
11	0+50.00	0+55.00	N 89° 57' 24" W	46.98
12	0+55.00	0+60.00	N 89° 57' 24" W	46.98
13	0+60.00	0+65.00	N 89° 57' 24" W	46.98
14	0+65.00	0+70.00	N 89° 57' 24" W	46.98
15	0+70.00	0+75.00	N 89° 57' 24" W	46.98
16	0+75.00	0+80.00	N 89° 57' 24" W	46.98
17	0+80.00	0+85.00	N 89° 57' 24" W	46.98
18	0+85.00	0+90.00	N 89° 57' 24" W	46.98
19	0+90.00	0+95.00	N 89° 57' 24" W	46.98
20	0+95.00	1+00.00	N 89° 57' 24" W	46.98

BOUNDARY CURVE DATA

LINE NO.	START STATION	END STATION	CHORD BEARING	CHORD LENGTH	CURVE DATA
1	0+00.00	0+05.00	N 89° 57' 24" W	46.98	111.85'
2	0+05.00	0+10.00	N 89° 57' 24" W	46.98	111.85'
3	0+10.00	0+15.00	N 89° 57' 24" W	46.98	111.85'
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30	1+45.00	1+50.00	N 89° 57' 24" W	46.98	111.85'





VICINITY MAP
DOT TO SCALE

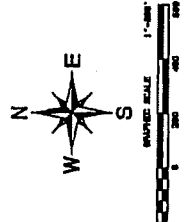
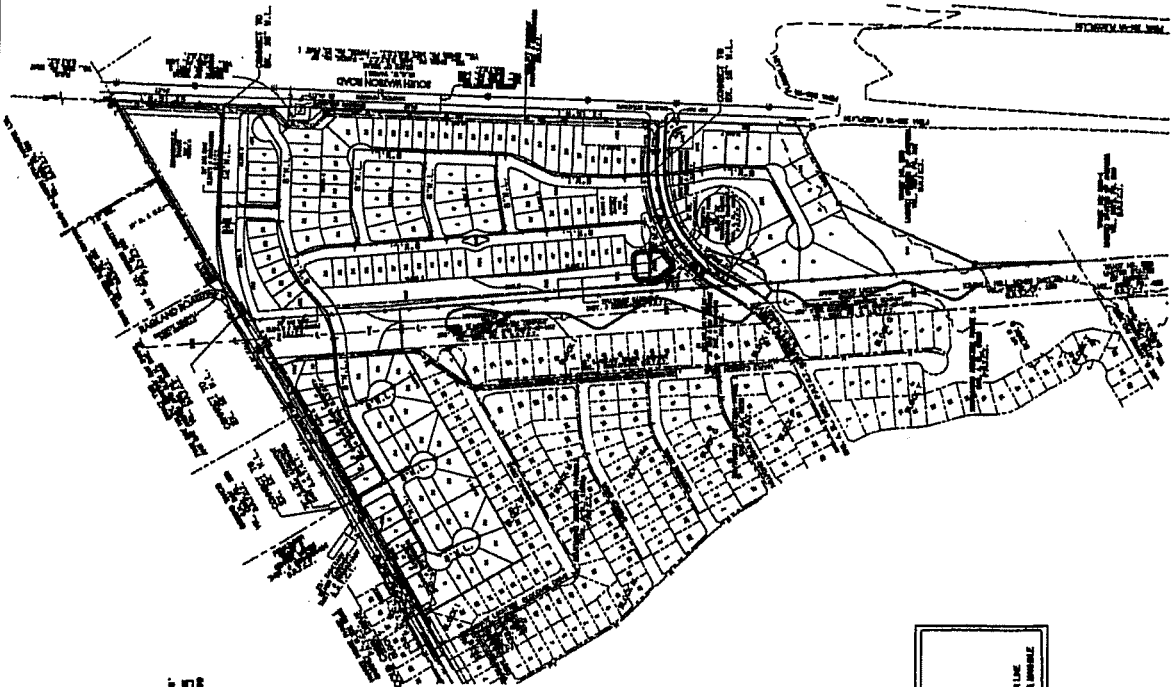
PRELIMINARY
WATER LAYOUT
OF
SOUTHWIND MEADOWS

144 RESIDENTIAL LOTS &
11 OPEN SPACE LOTS
LOTS 1-39, 61E-62E; BLOCK A
LOTS 1-16, 17E; BLOCK B
LOTS 1-41, 42E; BLOCK C
LOTS 1-10, BLOCK D
LOTS 1-4, BLOCK E
LOTS 1-10, 11E-14E; BLOCK F
TRACT 1 - 41.54 ACRES
TRACT 2 - 917.0 ACRES
RALPH GRAVES SURVEY, ABSTRACT No. 569
CITY OF ARLINGTON
TARRANT COUNTY, TEXAS
PAGE 2/66

DEVELOPER:
LENNAR
1700 W. UNIVERSITY AVENUE, SUITE 1000
FORT WORTH, TEXAS 76108
PHONE: 817.339.8800

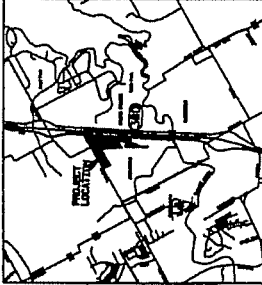
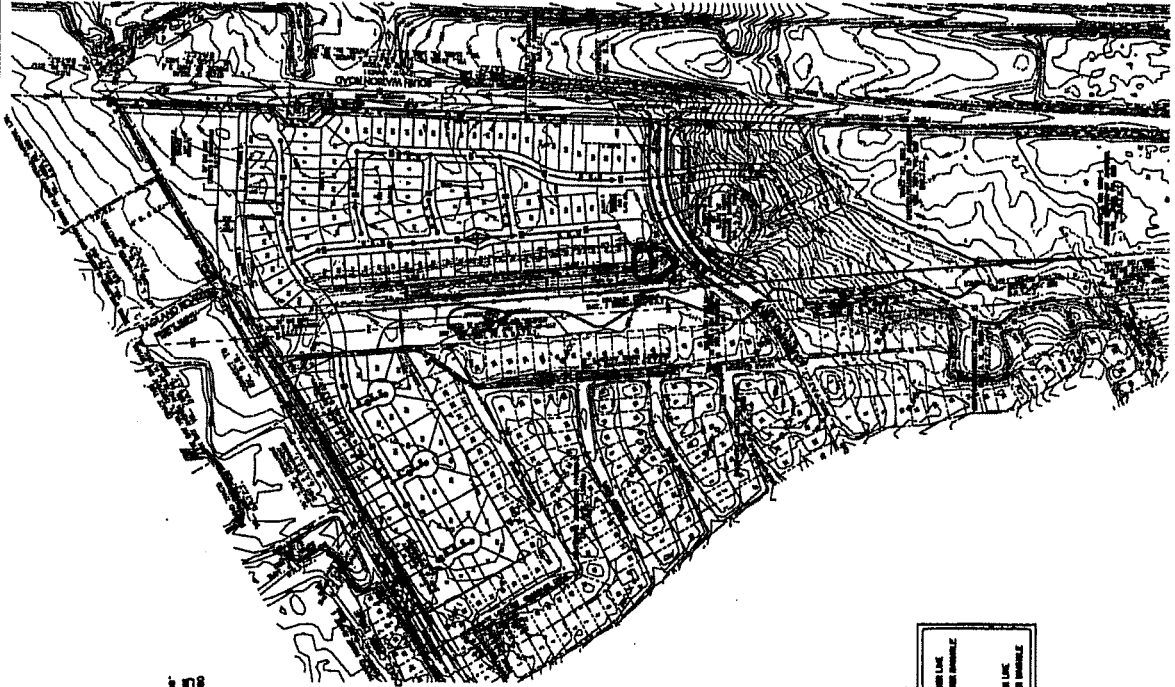
PREPARED BY:
**GOODWIN
MARSHALL &
MCCOY**
CIVIL ENGINEERS - PLANNERS - ARCHITECTS
1000 WEST WYOMING STREET, SUITE 1000
FORT WORTH, TEXAS 76102
PHONE: 817.339.8800

CITY OF:
**SOUTHWIND
DEVELOPMENT**
1000 WEST WYOMING STREET, SUITE 1000
FORT WORTH, TEXAS 76102

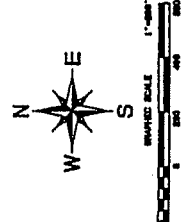


UTILITY LEGEND

	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED STORM SEWER LINE
	EXISTING GAS LINE
	EXISTING ELECTRIC LINE
	EXISTING TELEPHONE LINE
	EXISTING FIRE HYDRANT



VICINITY MAP
(SEE TITLE SHEET)



UTILITY LEGEND

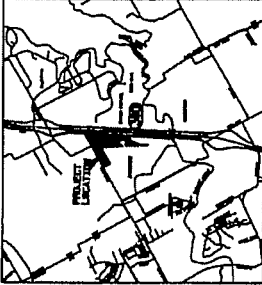
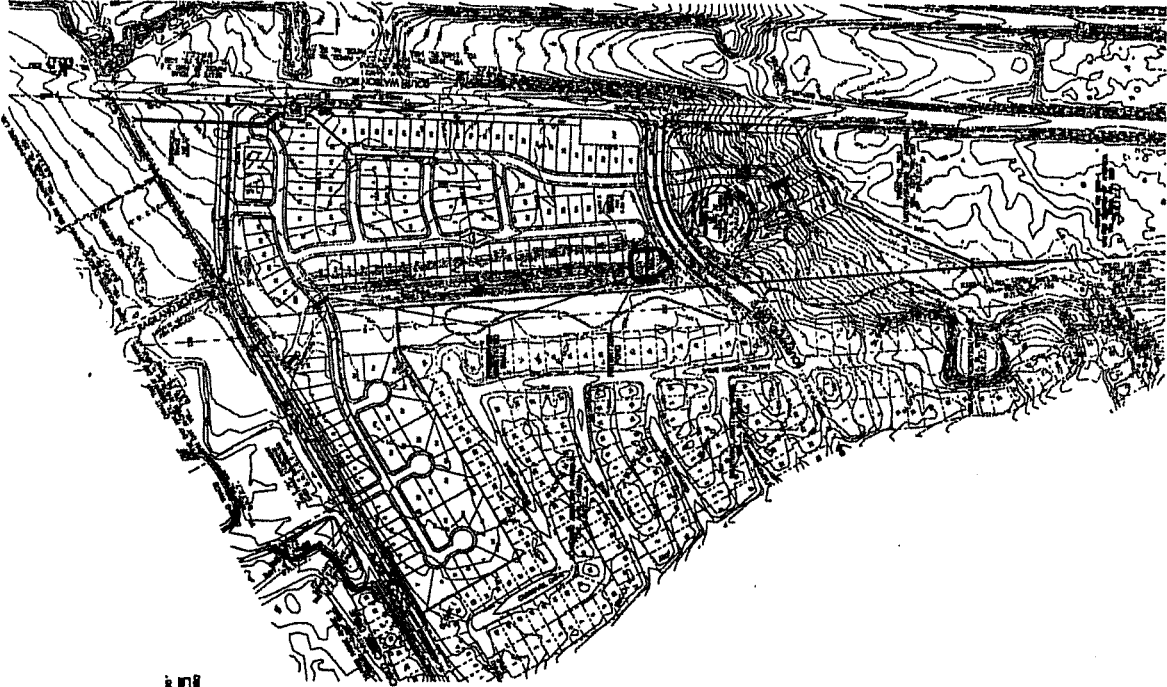
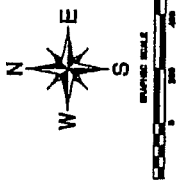
	ELECTRIC SERVICE LINE
	GAS SERVICE LINE
	SEWER SERVICE LINE
	WATER SERVICE LINE
	STORM SEWER SERVICE LINE
	TELEPHONE SERVICE LINE
	CABLE TV SERVICE LINE

OWNER:
SOUTHWIND DEVELOPMENT
1111 W. 10TH STREET
DALLAS, TEXAS 75208

DEVELOPER:
LENNAR
1700 W. MARSHALL AVENUE, SUITE 100
DALLAS, TEXAS 75208

PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS - PLANNERS - ARCHITECTS
1700 W. MARSHALL AVENUE, SUITE 100
DALLAS, TEXAS 75208

PRELIMINARY
SEWER LAYOUT
OF
SOUTHWIND MEADOWS
144 RESIDENTIAL LOTS &
11 OPEN SPACE LOTS
LOTS 1-39, 60E-60G; BLOCK A
LOTS 1-16, 17C; BLOCK B
LOTS 1-41, 42C; BLOCK C
LOTS 1-10; BLOCK D
LOTS 1-8; BLOCK E
LOTS 1-10, 11C-10E; BLOCK F
TRACT 1 - 41.84 ACRES
TRACT 2 - 9.17 ACRES
SUBTRACTED IN TIME
RALPH GRAVES SURVEY, ABSTRACT No. 569
CITY OF ARLINGTON
TARRANT COUNTY, TEXAS
JANUARY 1984



VICINITY MAP
(NOT TO SCALE)

SWMSP TABLE

TOTAL ACREAGE	48.20
DESTROYED AREA (ACREAGE)	48.20
NUMBER OF IMP' REQUIRED	3
IMP' PROVIDED	RESERVED VEGETATED SINGLE RESERVATION POND LANDSCAPED PLAZA
EXISTING RUNOFF COEFFICIENT 'C'	0.41
EXISTING 2-YR. 24 HR. DRAINAGE 'Q'	63.0
SOIL TYPE	"P"
POST-DEVELOPMENT IMPERVIOUS AREA (ACREAGE)	34.09
POST-DEVELOPMENT RUNOFF COEFFICIENT 'C'	0.50
POST DEVELOPMENT 2-YR. 24 HR DRAINAGE 'Q'	97.4

PRELIMINARY SWMSP
of
SOUTHWIND MEADOWS

144 RESIDENTIAL LOTS &
11 OPEN SPACES LOTS
LOTS 1-99, 60X-60X; BLOCK A
LOTS 1-16, 17X; BLOCK B
LOTS 1-41, 42X; BLOCK C
LOTS 1-10, BLOCK D
LOTS 1-4, BLOCK E
LOTS 1-10, 11X-10X; BLOCK F
TRACT 1 - 41.84 ACRES
TRACT 2 - 9.172 ACRES
RESERVED IN THE
RALPH GRAVES SURVEY, ABSTRACT No. 569
CITY OF ARLINGTON
TARRANT COUNTY, TEXAS
FURS 2/86

DEVELOPER:
LENNAR
1175 HUNTERS LANE, SUITE 200
PLANO, TEXAS 75075
PHONE (972) 423-3300

OWNER:
**SOUTHWIND
DEVELOPMENT**
1175 HUNTERS LANE, SUITE 200
PLANO, TEXAS 75075

PREPARED BY:
**GOODWIN
MARSHALL &
ASSOCIATES**
2000 W. HUNTERS LANE, SUITE 200
PLANO, TEXAS 75075
PHONE (972) 423-3300