  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**SUPPLEMENT TO THE COMMUNITY CHARTER  
FOR  
KARIS**

(PHASE 1A TOWNHOMES)

STATE OF TEXAS

COUNTY OF TARRANT

**NOTE TO CLERK:**

**Document Type: Restrictions**

Please cross-reference to Community Charter  
at Instrument No. D223006921

This Supplement to the Community Charter for Karis ("**Supplement**") is made by CH TNC KARIS OWNER, LLC, a Delaware limited liability company (the "**Founder**"), with the joinder and consent of FIRST UNITED BANK AND TRUST COMPANY, an Oklahoma banking corporation ("**Lender**").

**Background Statement**

The Founder, as the owner and developer of the planned community located in the City of Arlington, Tarrant County, Texas, known as Karis, executed and filed in the County Clerk Official Records of Tarrant County, Texas, that certain Community Charter for Karis recorded on January 11, 2023 as Instrument No. D223006921 (as amended and supplemented, the "**Charter**").

WHEREAS, pursuant to the terms of Sections 16.1 and 16.3 of the Charter, the Founder may execute and record a Supplement to the Charter (i) submitting to the terms of the Charter and the jurisdiction of Karis Community Association, Inc. (the "**Association**") all or any portion of the additional property described in Exhibit "B" to the Charter (the "**Expansion Property**"); and/or (ii) imposing additional covenants, restrictions and easements on any property submitted thereby or previously submitted to the Charter, which Supplement may create exceptions to or otherwise modify the terms of the Charter as it applies to property described in the Supplement in order to reflect the different character and intended use of such property; and

WHEREAS, pursuant to Sections 3.5 and 3.6 of the Charter, any Supplement may assign the real property described therein to one or more "Voting Districts" (as defined in the Charter) for purposes of representative voting under the Charter, and to one or more "Service Areas" (as defined in the Charter) for purposes of receiving benefits or services from the Association that are not provided to all Units; and

WHEREAS, any Supplement shall be executed by the Founder and the Owner of the property described therein, if not the Founder;

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WHEREAS, any Supplement shall be executed by the Founder and the Owner of the property described therein, if not the Founder;

WHEREAS, the property described on Exhibit "A" to this Supplement (the "**Additional Property**") is a portion of the Expansion Property described on Exhibit "B" to the Charter. The Founder, as the owner of the Additional Property, desires to submit the Additional Property to the Charter, to the provisions of this Supplement, and to the jurisdiction of the Association;

NOW, THEREFORE, the Founder, with the joinder and consent of the Lender, hereby submits the Additional Property to the provisions of the Charter and this Supplement and declares that the Additional Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter and this Supplement, which shall hereafter encumber the title to the Additional Property and shall be binding upon all persons having any right, title, or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon the Association in accordance with the terms of the Charter.

#### **ARTICLE I** **Definitions**

The definitions set forth in the Charter are incorporated by reference in this Supplement.

#### **ARTICLE II** **Designation of Neighborhoods and Service Areas**

Pursuant to Article 3 of the Charter, the Units within the Additional Property are assigned to Voting District(s) and Service Area(s), if any, as designated on Exhibit "A" to this Supplement.

#### **ARTICLE III** **Additional Covenants, Restrictions, Easements and Exceptions**

The covenants, restrictions, easements, and exceptions, if any, set forth in Exhibit "B" of this Supplement shall apply to those portions of the Additional Property specified in Exhibit "B" and shall be binding upon the owners and occupants of Units within the specified portions of the Additional Property, their guests and invitees, in addition to the terms of the Charter.

#### **ARTICLE IV** **Amendment**

##### **4.1 By the Founder.**

Until termination of the Founder Control Period, the Founder may unilaterally amend this Supplement for any purpose. Thereafter, until termination of the Development and Sale Period, the Founder may unilaterally amend this Supplement: (a) to bring any provision into compliance with any applicable governmental statute, ordinance, rule, regulation, or any judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage

loans on the Units; (d) to satisfy the requirements of any local or state governmental body; (e) to reference any plat subdividing any portion of the Additional Property, or any revisions or amendments to any plats referenced on Exhibit "A" hereof; (f) to submit additional property to the terms of this Supplement, assign the Units within such additional property to Voting Districts and Service Areas, and set forth covenants, restrictions, easements and exceptions applicable thereto; (g) to assign or modify the assignment of Units to Voting Districts on Exhibit "A"; and (h) provided the amendment has no material adverse effect upon the rights of any Owner without such Owner's consent in writing, for any other purpose.

#### 4.2. By Owners.

Except as otherwise specifically provided above, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Additional Property and the written consent of the Association, acting through its board of directors, except that any amendment to a provision of Exhibit "B" applicable to less than all Units within the Additional Property shall only require the affirmative vote or written consent, or any combination thereof, of Owners of 67% of the Units to which such provision applies and the consent of the Association, acting through its Board of Directors. In addition, during the Development and Sale Period (as defined in the Charter), the written consent of the Founder shall be required to adopt any amendment hereunder. Amendments pursuant to this Section shall be executed by the President or the Vice President of the Association and shall contain a recitation and certification that the requisite number of votes or approvals were obtained.

#### 4.3. Validity and Effective Date.

Notwithstanding the above:

(a) Any amendment which would modify the percentage vote or necessary approvals required to take action under any provision of this Charter shall be subject to approval by the percentage votes and other approvals, if any, necessary to take action under that clause; and

(b) No amendment may remove, revoke, or modify any right or privilege of the Founder or the Founder Member without the written consent of the Founder or the Founder Member (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

IN WITNESS OF the foregoing, the Founder has executed this Supplement by and through its authorized representative on the 10th day of January, 2023.

**FOUNDER:** CH TNC KARIS OWNER, LLC, a Delaware limited liability company

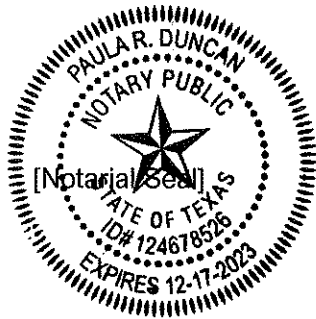
By: [Signature]  
Name: Howard Foster  
Its: Authorized Signer

STATE OF Texas

COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 10th day of January, 2023, by Howard Foster, as Authorized Signer of CH TNC KARIS OWNER, LLC, a Delaware limited liability company, on behalf of said company.

Witness my hand and official seal.



[Signature]  
Print Name: Paula R. Duncan  
Notary Public, State of Texas  
My commission expires: December 17, 2023

My commission expires: December 17, 2023

[continued on next page]



## **EXHIBIT "A"**

### **Additional Property**

Being a portion of a 38.553-acre tract of land situated in the S.T. Wells Survey, Abstract Number 1684, and the T.H. Toler Survey, Abstract Number 1536, City of Crowley, Tarrant County, Texas and being more particularly described as Lots 1 through 24 of Block 1, Lots 1 through 32 of Block 6, and Lots 14 and 15 of Block 13 on that Final Plat of KARIS ADDITION, PHASE 1A, recorded in the Official Public Records of Tarrant County, Texas on March 7, 2022 as Instrument No. D222059501, Plat Records, as such plat may be revised and amended and as such property may be replatted from time to time.

### **Service Area Designations:**

All Units within the Additional Property are hereby assigned to **Townhome Service Area No. 1** for the purposes described in Exhibit "B."

## EXHIBIT "B"

### Additional Covenants, Restrictions, and Easements

#### **1. Townhome Service Area Maintenance.**

(a) Pursuant to Section 10.2(a) of the Charter, and subject to subsection (d) of this Section, the Association shall be responsible for performing or causing to be performed, on behalf of the Owners of Units in each Townhome Service Area identified on Exhibit "A" to this Supplement (hereafter "**Townhome Units**"), the following maintenance of improvements erected or installed by a Builder as part of the original construction on the Units and replacements thereof:

(i) maintenance, repair and/or replacement, as necessary, of the roofs (including shingles and roof decking) and roof stacks on dwellings, including the roofs of any portion of the garage which has a separate roof and the roof of any porch built as part of the original construction of the dwelling or replacements thereof, and routine repair or replacement, at the time of re-roofing, of the caulking, flashing, or other materials sealing the joint between the roof and that portion of any parapet wall which extends above the roof line;

(ii) periodic, routine painting of all exterior painted portions of the dwelling and garage, including any parapet wall which extends above the roof and/or beyond the plane of the front or rear façades of the dwelling and garage, exterior doors and door trim, windows and window trim, shutters, facia, gutters, and downspouts. Such maintenance shall include routine repair or replacement of caulking and glazing on the exterior portions of windows and doors as the Board deems necessary;

(iii) periodic cleaning, repair, and, if necessary, replacement of gutters and downspouts;

(iv) termite treatment of all exterior walls and foundations of Townhome Units; provided, however, the Association shall not be liable if such treatment proves to be ineffective.

(v) maintenance, repair, and/or replacement, as necessary, of any fence erected on the Unit as part of the original construction by the Builder of the dwellings on the Unit, or replacements thereof.

(vi) pressure cleaning of front sidewalks, exterior front steps, and the exterior walls of all dwellings and garages;

(vii) mowing and fertilizing of lawns; pruning and fertilizing of shrubbery; mulching of shrub beds; edging of driveways, sidewalks and shrub beds; treating shrubbery for disease and insects as needed and removing and replacing dead or diseased shrubs, such maintenance to be performed on the Townhome Units and, to the extent that the Owners would otherwise be responsible for such maintenance pursuant to Section 6.1 of the Charter, on property adjacent to the Townhome Units;



**EXHIBIT "B"**

**Additional Covenants, Restrictions, and Easements**

(continued)

(viii) leaf removal from lawns and shrub beds and snow removal on driveways and sidewalks, in each case on such schedule as the Board deems appropriate (there being no obligation to keep Units free of leaves and snow or ice at all times); and

(ix) operation, maintenance, repair and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Townhome Units and within any property adjacent to the Townhome Units for which the Owners of the Townhome Units would otherwise be responsible under Section 6.1 of the Charter, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Townhome Unit.

(b) Except as provided above, all maintenance of the Unit, including repairing and replacing of cracked or broken sidewalks and driveways, maintenance of courtyards and patios, and maintenance and replacement as needed of any landscaping or other improvements installed by the Owners or occupants of any Townhome Unit after first occupancy of the Townhome Unit, shall be the responsibility of the respective Owners, as provided in Section 6.1 of the Charter. Without limiting the generality of the foregoing sentence, the Association shall not be responsible for any maintenance or repairs to any portion of a chimney or flue below the roof line, any fireplace, any interior or structural portions of the Unit, anything contained within any dwelling or garage, or any landscaping, improvements or modifications added or made to any Unit after the conveyance of the Unit to the first Owner following completion of the initial improvements thereon.

(c) All maintenance on Townhome Units shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

(d) The Association's responsibilities under this Section 1 shall commence as to each Townhome Unit at such time as:

(i) all construction and landscaping on the Townhome Unit has been completed in accordance with the approved plans; and

(ii) the Builder has either (A) delivered written notice to the Association that the final inspection of the dwelling on the Townhome Unit has been performed as required by Tarrant County, Texas; or (B) has conveyed the Townhome Unit for residential occupancy;

at which time it shall be considered an "**Improved Unit**" hereunder. Until the Association's maintenance responsibilities commence hereunder, the Owner/Builder shall be responsible for all maintenance on the Unit.

(e) Nothing in this Supplement shall make the Association responsible for repairing any defects in materials or workmanship relating to initial construction of the dwelling on any Townhome Unit. Should any such defects be identified, the Owner of the affected Townhome Unit shall be responsible for filing and pursuing in a timely manner any and all claims it may have

## EXHIBIT "B"

### Additional Covenants, Restrictions, and Easements

(continued)

against the Builder arising out of such defect, and upon the Owner's failure to do so, the Association may assess the Owner and the Townhome Unit for any additional costs which the Association incurs in performing its responsibilities hereunder as a result of such defect.

#### **2. Insurance on Improved Units in Townhome Service Areas.**

(a) Property Coverage. Except as otherwise provided herein, the Association shall obtain and thereafter maintain as a Service Area Expense of each Townhome Service Area identified in Exhibit "A" a master insurance policy providing property insurance coverage for all structures on Improved Units in such Townhome Service Area (exclusive of improvements made by Owners after issuance of a certificate of occupancy). During any period that the Association is responsible for providing such insurance hereunder, the Owners of Improved Units shall be relieved of their insurance responsibility under the Charter to the extent such insurance is carried by the Association. Each Owner shall be responsible for insuring any improvements to the Unit made after issuance of a certificate of occupancy and the contents of such Owner's Unit.

The Board may discontinue providing insurance on Improved Units within any Townhome Service Area identified in Exhibit "A" upon at least 30 days' prior written notice to each Person who is the Owner of a Unit in such Townhome Service Area at the time of such notice; provided, so long as the Association is able to insure the Improved Units at reasonable cost, any decision not to provide property insurance on Improved Units shall first be approved by Owners of a majority of the Townhome Units within such Townhome Service Area. Any notice of termination of insurance coverage being provided by the Association hereunder shall state the effective date of such termination. Upon any such termination, the Association shall credit the Owners of the Townhome Units in such Townhome Service Area for their respective shares of any insurance premiums which such Owners paid in advance for coverage under the policy being terminated. Each Owner of an Improved Unit shall, prior to the effective date of any such termination, obtain and thereafter maintain in his or her own name and at his or her own expense the insurance coverage for such Owner's Townhome Unit required pursuant to the Charter.

(b) Liability Coverage. Every Owner of a Townhome Unit within a Townhome Service Area identified in Exhibit "A" shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Townhome Unit within such Townhome Service Area due to occurrences originating on or within the Owner's Unit caused by the negligence of the Owner, the failure of the Owner to maintain the Townhome Unit, and any other casualty within the Townhome Unit which causes damage to other Townhome Units or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent that such Owner may be liable for reimbursement of deductibles allocated to and paid by Owners of other damaged Townhome Units pursuant to subsection (d). Such insurance policy or policies shall name the Association as an additional insured.

(c) Evidence of Required Coverage; Failure to Maintain. The Association may, but shall have no duty to, monitor compliance with the Owners' insurance obligations under Sections 2(a) and (b) above. However, within 10 days of the date of any written request from the Association

## EXHIBIT "B"

### Additional Covenants, Restrictions, and Easements

(continued)

to provide evidence of such coverage, each Owner shall submit to the Association a certificate or certificates evidencing that all insurance coverage which the Owner is obligated to provide under the Charter and this Supplement is in effect. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Townhome Unit. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Townhome Unit is cancelled.

In the event that an Owner fails to obtain or maintain any insurance that the Owner is required to obtain under the Charter or this Section 2, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Townhome Unit as a Specific Assessment.

(d) Casualty Losses. Regardless of whether the insurance on the Townhome Units is obtained by the Association or the Owners, in the event of a casualty loss the Owner of any Improved Unit incurring damage shall notify the Association and the Association shall be entitled to (i) file a claim against such insurance for the cost of any repair or reconstruction to the Unit and improvements thereon for which the Association has maintenance responsibility hereunder; and (ii) coordinate with the insurance company with respect to such claim and repair or reconstruction. The Association shall seek to obtain a repair proposal that shows the total cost of repair as well as a breakdown of such cost for each damaged Townhome Unit. Any applicable deductible and any deficiency in the insurance proceeds shall be allocated as a Specific Assessment among all Units incurring damage in the same proportion as the relative loss to their Units bears to the total loss to all Units from such casualty, without prejudice to the right of any Owner to file a claim against or seek reimbursement of its share from any other person whose negligence or willful misconduct is determined to be the cause of such loss. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Improved Unit and improvements thereon which are their respective responsibilities.

If an Owner is required to maintain property insurance on his or her Improved Unit and a casualty loss occurs and such insurance is insufficient, the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of such Owner's Unit for which it is otherwise responsible hereunder, to the extent of such insufficiency. Alternatively, the Association may perform required repairs and assess all costs to the Owner and the Owner's Improved Unit as a Specific Assessment pursuant to Section 12.4 of the Charter.

### **3. Townhome Service Area Assessments.**

(a) The Service Area Budget established pursuant to Section 12.2 of the Charter for each Townhome Service Area described in Exhibit "A" shall include the costs which the Association expects to incur in performing its maintenance and insurance responsibilities under this Supplement on behalf of such Townhome Service Area, as well as a reasonable contribution to a

## EXHIBIT "B"

### Additional Covenants, Restrictions, and Easements

(continued)

reserve fund for repair and replacements and any additional management fees and other administrative expenses related to performance of its responsibilities hereunder.

(b) Pursuant to Section 12.2(c) of the Charter, which authorizes a Supplement to provide for assessments for exterior maintenance, insurance, or replacement reserves for structures on Units to be levied in proportion to the benefit received, as determined by the Board, the Board shall establish Service Area Assessments for each Townhome Service Area identified on Exhibit "A" at an equal rate per Unit within such Townhome Service Area, except that a Unit shall be assessed at 25% of such rate until the earlier of: (i) the date it becomes an "Improved Unit" hereunder; or (ii) such date as the Board may reasonably determine that the roof, exterior sheathing or façade, windows, and exterior doors (but not necessarily the garage door) of the dwelling on the Unit have been installed so that the dwelling structure is "dried in," and no significant construction activity has occurred on the Unit for a period of at least thirty (30) days; or (iii) conveyance of the first Unit in a block of attached Units for residential occupancy.

Notwithstanding the above, the Association shall have the right to recover from the Owner of an Improved Unit, as a Specific Assessment, any excess costs which the Association incurs in repairing or replacing any damaged portion of such Owner's Unit when such damage has been caused by the negligence or other actions of the Owner or any occupant of the Unit, or their guests or invitees, and any other costs which the Charter authorizes to be levied as a Specific Assessment.

#### **4. Easements for Maintenance, Drainage, and Utilities.**

(a) Maintenance Easement. The Association shall have a perpetual, non-exclusive easement over the Additional Property for the purpose of performing its maintenance responsibilities hereunder and under the Charter, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.

(b) Cross-Drainage Easement. Each Unit and other portion of the Additional Property shall be burdened with a perpetual, non-exclusive easement over, on, under and through that portion of the Unit which is not improved with structures, for the purpose of constructing, installing and maintaining stormwater drainage structures and for stormwater runoff from any portion of the Community. In addition, each Townhome Unit shall be burdened with a perpetual, non-exclusive easement under and through every portion of the Unit, whether or not improved with structures, for the purpose of construction, installation, and maintenance of underground stormwater drainage pipes and lines to transfer stormwater runoff to locations outside the boundaries of the Townhome Units. No Person shall alter the natural drainage of stormwater from any Unit once construction of initial improvements has been completed so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Community without the consent of Owner(s) of affected property, the Board, and the Founder as long as it owns any property subject to the Charter.

## EXHIBIT "B"

### Additional Covenants, Restrictions, and Easements

(continued)

(c) Easement for Irrigation Equipment. The Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Unit within a Service Area designated on Exhibit "A," except any portion upon which buildings have been erected, for the purpose of installing, maintaining, repairing, replacing and operating any irrigation equipment, systems and lines serving all or any portion of such Units and/or property adjacent to such Units for which the Owners would otherwise be responsible under Section 6.1 of the Charter.

(d) Easement for Townhome Utilities; Responsibility for Maintenance and Repair. Each Townhome Unit shall be burdened with a perpetual, non-exclusive easement for the benefit of each other Unit within the same Townhome Service Area for installation, maintenance, repair, and replacement of utility lines and meters to serve such other Units, and for inspection of the same, which easement may be exercised by the Association, its agents, and the local utility providers responsible for the respective utilities, and for the Owners of the benefited Units and their contractors. Notwithstanding the location of the utility lines serving a particular Unit, the Owner shall be responsible for maintenance of that portion of any utility line serving only such Owner's Unit, to the extent not maintained by the utility provider.