

Fidelity National GF# 441221 ACCOMM

**SUPPLEMENT TO THE COMMUNITY CHARTER
FOR
VIRIDIAN RESIDENTIAL PROPERTIES
(VILLAGE 3A)**

STATE OF TEXAS

NOTE TO CLERK: Please cross-reference to

Community Charter at Instrument No. D212104762

COUNTY OF TARRANT

This Supplement to the Community Charter for Viridian Residential Properties ("**Supplement**") is made by VIRIDIAN HOLDINGS, LP, a Delaware limited partnership ("**Viridian Holdings**") and the "**Founder**").

Background Statement

HC LOBF Arlington, LLC, a Texas limited liability company ("**HC LOBF**"), as the initial developer of the planned community located in the City of Arlington, Tarrant County, Texas, known as Viridian, executed and filed in the County Clerk Official Records of Tarrant County, Texas, that Community Charter for Viridian Residential Properties recorded on May 2, 2012 as Instrument No. D212104762, which has been amended and supplemented by various instruments including, without limitation, that First Amendment to the Community Charter for Viridian Residential Properties recorded on January 14, 2014 as Instrument No. D214008250, that Second Amendment to the Community Charter for Viridian Residential Properties recorded on July 11, 2014 as Instrument No. D214146839, and that Third Amendment to the Community Charter for Viridian Residential Properties recorded on February 24, 2016 as Instrument No. D216036992, and that Fourth Amendment to the Community Charter for Viridian Residential Properties recorded on March 21, 2016 as Instrument No. D216056836 (as amended and supplemented, the "**Charter**").

The Charter identified HC LOBF as the "**Founder**" and reserved various rights to the Founder. HC LOBF assigned its rights and status as the Founder to Viridian Holdings by that Assignment of Declarant's Rights filed in the County Clerk Official Records of Tarrant County, Texas and recorded on July 17, 2015 as Instrument No. D215157451.

Pursuant to Sections 17.1 and 17.3 of the Charter, the Founder reserved the right to expand the Viridian residential community by recording one or more Supplements submitting to the terms of the Charter all or any portion of the Expansion Property described on Exhibit "B" of the Charter and/or to

Upon recording, please return to:

Howard E. Porteus, Jr.
Viridian Holdings, LP
835 E. Lamar Boulevard, #235
Arlington, TX 76011

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EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

(continued)

impose on such property additional covenants and easements, with the consent of the owner of such property (if not the Founder).

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. As the owner of the Additional Property, the Founder desires to submit such Additional Property to the additional covenants and easements set forth in this Supplement as well as to the terms of the Charter.

NOW, THEREFORE, the Founder hereby submits the real property described on Exhibit "A" of this Supplement to the provisions of the Charter and this Supplement, which shall hereafter encumber the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon Viridian Residential Association, Inc., a Texas nonprofit corporation (the "**Association**") in accordance with the terms of the Charter.

ARTICLE I

Definitions

The definitions set forth in Article 1 of the Charter are incorporated by reference in this Supplement.

ARTICLE II

Designation of Neighborhoods and Service Areas

Pursuant to Chapter 3 of the Charter, the Additional Property has been assigned to Neighborhood(s) and Service Area(s), if any, as designated on Exhibit "A" to this Supplement.

ARTICLE III

Additional Covenants, Restrictions and Easements

The additional covenants, restrictions and easements, if any, set forth in Exhibit "B" of this Supplement shall apply to the Additional Property and shall be binding upon the owners and occupants of Units within 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 to reflect any revisions or amendments to any plats

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

(continued)

referenced on Exhibit "A," and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplement so long as no property is added or excluded from the plat by the revision or amendment thereto. The Founder reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Charter by this Supplement, such revised, amended or additional plats shall not necessitate an amendment to this Supplement.

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 Exhibit B relating only to Units in a Service Area designated on Exhibit A shall only require the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the affected Service Area and the consent of the Association, acting through its Board of Directors. In addition, so long as the Founder owns any Unit within the Additional Property, the consent of the Founder shall be required to adopt any amendment hereunder.

4.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Founder or without the written consent of the Founder (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.

[continued on next page]

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

(continued)

IN WITNESS OF the foregoing, the Founder has executed this Supplement on the 7th day of September, 2018.

FOUNDER: VIRIDIAN HOLDINGS LP, a Delaware limited partnership

BY: Johnson Viridian GP LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: Robert Kembel
Its: Vice President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 7th day of September, 2018, by Robert Kembel, Vice President of Johnson Viridian GP LLC, a Texas limited liability company, in its capacity as general partner of VIRIDIAN HOLDINGS LP, a Delaware limited partnership, on behalf of said company, for the purposes therein expressed.

[Signature]
Notary Public, State of Texas

My commission expires: 11/9/2021

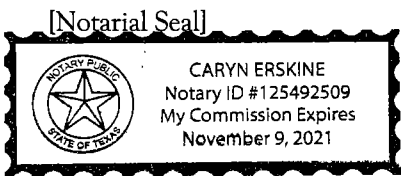


EXHIBIT "A"

Additional Property

Being a 51.393-acre tract of land out of the John Childress Survey, Abstract No. 249, and the John Condra Survey, Abstract No. 347, City of Arlington, Tarrant County, Texas, and being more particularly described on that certain Final Plat of Viridian, Village 3A, filed of record in the Office of the County Clerk of Tarrant County, Texas, on June 29, 2018, as Instrument No. D218143303, Plat Records, as such plat may be revised and amended (the "**Village 3A Plat**").

Neighborhood Designation:

The Units within the above-described Additional Property are hereby assigned to "Neighborhoods" for purposes of representative voting pursuant to Section 4.2 of the Charter as follows:

Block / Lots	Neighborhood
Blocks 1, 4, 7, 11, 15, 27 (All lots)	18
Blocks 17, 18, 19, 20 (All lots)	19

Service Area Designation:

All Units within the Additional Property are hereby assigned to Single Family Service Area No. 2 for the purposes set forth in Exhibit B to this Supplement.

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

1. Additional Association; Single Family Service Area No. 2.

(a) All Units within the Additional Property shall be subject to that Declaration of Covenants, Restrictions and Easements for Elements at Viridian, recorded or to be recorded by the Founder in the Office of the County Clerk of Tarrant County, Texas (the "**Elements Declaration**"), in addition to being subject to the Charter and this Supplement. Pursuant to the Elements Declaration, all Owners of Units within the Additional Property shall automatically be members of Elements at Viridian Homeowners Association, Inc., a Texas nonprofit corporation, or any successor association (the "**Elements HOA**"), in addition to being members of Viridian Residential Association, Inc. (the "**Master Association**") pursuant to the Charter.

(b) The Elements HOA shall be an "Additional Association" as defined in the Charter and shall be responsible for maintaining, insuring, and operating the following, unless and until they are dedicated or conveyed to and accepted by the VMMD or the Master Association or the VMMD or Master Association otherwise assumes such responsibility:

(i) all portions of the Additional Property which it owns, leases or holds easements or use rights in;

(ii) any streets, alleys, driveways serving two or more Units, parks, open space, recreational facilities within the Additional Property;

(iii) such portions of Units as described in the Elements Declaration; and

(iv) other portions of the "Area of Common Responsibility" as defined in the Elements Declaration;

all such maintenance to be performed in accordance with the requirements of applicable law and the Community-Wide Standard established pursuant to the Charter.

(c) If the Elements HOA is dissolved or fails to perform its responsibilities under the Elements Declaration, the Master Association shall have the right, without obligation, to undertake (itself or through its designees) any or all the Elements HOA's responsibilities under the Charter, this Supplement, and the Elements Declaration and allocate all costs incurred equally among the Units within the Additional Property and assess each such Unit for its share of such costs as a Service Area Assessment in accordance with the Charter; provided, if the Elements HOA is then in existence, the Master Association shall give it at least 14 days prior written notice of any deficiency in maintenance which is the Elements HOA's responsibility and shall give the Elements HOA a reasonable opportunity (not less than 14 days) to cure such deficiency prior to the Master Association undertaking such maintenance itself.

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

(continued)

(d) The Master Association shall have the right to enforce the provisions of this Exhibit "B" and the Elements Declaration and allocate and assess all costs incurred equally among the Units within the Additional Property as Service Area Assessment.

(e) Notwithstanding the designation of the Units within the Additional Property as a Service Area, the provisions of the Charter relating to budgets and assessments for Service Areas shall not apply to Single Family Service Area No. 2 unless and until the Master Association exercises its rights hereunder.

2. Benefit Use Easements.

(a) Certain lots within the Additional Property, including various lots in Blocks 1, 11, 15, 19, 20, and 27 as shown on the plat referenced in Exhibit "A" (the "**Plat**"), are served by "T-shaped" alleys, each of which provides vehicular access from a public right-of-way to a cluster of four lots, with a portion of each such lot being subject to a "10' Benefit Use Easement" as shown on the Plat. With respect to each cluster of four lots, the two lots with frontage on the public right-of-way from which the alley is entered are each referred herein as a "**Front Lot**" and the two lots that do not have frontage on such public right-of-way are each referred to herein as a "**Rear Lot**".

(b) The Founder hereby establishes and grants a perpetual easement for the benefit of and appurtenant to each Front Lot over that portion of the adjacent Rear Lot lying within the 10' Benefit Use Easement encumbering such lots as shown on the Plat (the "**Easement Area**"), for purposes of pedestrian ingress and egress and for use and enjoyment for residential yard purposes consistent with the terms of this Section 2, which easement shall entitle the Owner and occupants of the Front Lot and their respective guests and invitees to the exclusive use of such area, except as otherwise provided in subsection (c). Subject to such approval as required under the Charter, the Owner of a Front Lot may place landscaping, patio furniture, sports equipment and similar items within the Easement Area and may enclose the Easement Area with a fence, provided that it includes a gate to permit access by the Owner and occupants of the Rear Lot for the purposes set forth in subsection (c). The Owner of the Front Lot shall be responsible for maintaining, repairing, and replacing any personal property, landscaping, and other improvements placed within the Easement Area, including any fence and gate, in a manner consistent with the Community-Wide Standard, except to the extent that such responsibility is assigned to or assumed by the Elements HOA pursuant to the Elements Declaration.

The Owner and occupants of the Front Lot, their contractors, agents, and invitees:

(i) shall not alter the grading of or drainage over the Easement Area or impede the proper functioning of any drainage facilities within the Easement Area without prior approval of the Reviewer pursuant to the Charter;

(ii) shall not decorate, alter, attach any item to, or permit any landscaping to attach itself to, the improvements on the Rear Lot or any fence enclosing the Easement Area;

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

(continued)

(iii) shall not install any impervious surface within that portion of the Easement Area on the Rear Lot;

(iv) shall not engage in any activities within the Easement Area which could damage the improvements on the Rear Lot; and

(v) shall comply with all Rules which the Association or the Elements HOA may establish from time to time regulating use of Easement Areas.

(c) The right to enter upon and use the Easement Area shall be exclusive to the Owner and occupants of the Front Lot and their guests and invitees, except that the Elements HOA shall have the right to enter the Easement Area to perform its responsibilities and exercise its authority under the Elements Declaration, and the Owner and occupants of the Rear Lot shall have the right, for themselves, their contractors, agents, and invitees, and utility providers to access and use the Easement Area for the purposes of:

(i) construction, installation, inspection, maintenance, repair, replacement, and reconstruction of the dwelling and related improvements on the Rear Lot;

(ii) installation, maintenance, and repair of utilities to serve the Rear Lot and access to read any utility meter; and

(iii) flow of stormwater from the roof of the dwelling on the Rear Lot and from other improvements on the Rear Lot and surface drainage over, across and through the Easement Area in accordance with the stormwater and drainage plans established by the Founder or the Builder, as applicable;

provided, except in an emergency situation, any entry into the Easement Area pursuant to this subsection (c)(i) shall be at reasonable times and only after reasonable notice to the Owner or occupant of the Front Lot.

(d) The Owner of the Rear Lot shall be responsible for paying all real estate taxes and assessments levied against the Rear Lot, including the Easement Area.

(e) The Owner and occupants of the Front Lot, on behalf of themselves, their contractors, agents, guests, and invitees, by entering upon that portion of the Easement Area lying on the Rear Lot or otherwise exercising the easement granted herein, shall be deemed to knowingly assume any and all risks associated with their entry upon and use of the Easement Area and waive and release any and all claims, rights, and causes of action against the Owners and occupants of the Rear Lot arising out of or which may arise out of such entry and/or use, except to the extent proximately caused by the gross negligence or willful misconduct of the Owner or occupants of the Rear Lot, their guests or invitees. The Owner of the Front Lot shall indemnify and defend the Founder, the Association, the Elements HOA, and the Owner of the Rear Lot (each an "**Indemnitee**") from any and all claims, damages, liabilities, costs and expenses arising out of or related to the exercise of this easement by the Owner or occupants of the Front Lot or their guests

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

(continued)

and invitees, except to the extent proximately caused by the gross negligence or willful misconduct of the Indemnitee or occupants of the Rear Lot, their guests or invitees.

(f) The Owner of each Front Lot shall be responsible for maintaining such liability and property insurance as such Owner deems advisable with respect to the Easement Area for the benefit of such Owner and the occupants of the Front Lot, their respective guests and invitees, and their personal property, and shall maintain contractual liability insurance to insure its obligation to indemnify and defend under subsection (e). The existence of the easement granted herein shall not entitle the Owner or occupants of the Front Lot or any other person exercising such easement to any proceeds from insurance maintained by the Owner of the Rear Lot.

(g) The Owner of each Front Lot shall be responsible for any damage to the adjacent Rear Lot or improvements thereon resulting from the exercise of this easement and, in the event of any such damage, shall promptly repair the damage and restore the Rear Lot to its condition prior to such damage, using materials of equal or better quality than the original and matching original colors or, if the Owner of the Rear Lot prefers, reimburse the Owner of the Rear Lot for reasonable costs incurred by the Owner of the Rear Lot in repairing such damage. The Owner of the Front Lot shall give the Owner of the Rear Lot reasonable notice prior to making any repairs to structures on the Rear Lot. If any such damage has not been repaired and the property restored to its prior condition within 14 days after written notice to the Owner of the Front Lot, or in the case of damage requiring immediate repair to avoid further damage, immediately commenced and diligently pursued to completion, or if the Owner of the Rear Lot otherwise elects to repair the damage, the Owner of the Rear Lot may undertake such repairs, in which event the Owner of the Front Lot shall reimburse the Owner of the Rear Lot for the reasonable cost incurred in making such repairs within ten (10) days after completion of such repairs and delivery of an invoice for the same to the Owner of the Front Lot.

(h) Failure of the Owner of the Front Lot to fulfill its obligations hereunder shall entitle the Owner of the Rear Lot to pursue any and all remedies available at law or in equity. Failure of any Owner to enforce any of the provisions of this Section 2 shall not be deemed a waiver of the right to do so thereafter for the same or subsequent violations or a waiver of the right to enforce any other provisions hereof.

(i) No construction, installation or modification of improvements on a Rear Lot after initial construction by the Builder shall interfere with or modify the terms of the easement granted in this Section.