

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE LOTS IN THE
KELLY RANCH SUBDIVISION**

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN

THAT, the undersigned owner, (the “Declarant”), is the owner of all the lots shown on the Final Plat of Kelly Ranch, (the “Property”), an Addition in Hunt County (the “County”), Texas, according to the plat thereof (the “Plat”) recorded in the Map Records of Hunt County, Texas.

Declarant has subdivided the Property into single-family lots as shown on the Plat. As used herein, “lot” and “lots” shall refer only to the numbered plots shown on the Plat and shall not refer to the public areas, parks, esplanades, tracts owed or subsequently acquired by any public body, or any plot or tract shown as a reserve whether designated as unrestricted or not.

Declarant hereby declares that all of the Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall insure to the benefit of each owner thereof.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed either two (2) stories in height or the maximum height as allowed by the City of Caddo Mills.

Section 1.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three (3) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garages/Detached Accessory Buildings/Propane Storage Tanks. Each residence shall have a garage suitable for parking not less than two (2) nor more than four (4) standard size automobiles, which garage conforms in design and materials with the main structure. All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons. Any detached accessory building of any kind must be approved by the architectural control committee prior to construction and/or placement on the lot. Any detached accessory building shall not exceed side walls of fourteen (14) feet in height and 2000 square feet of total in-closed area. A propane storage tank shall be for residential use only and must be buried below ground. No tanks of any kind are permitted above the ground. No living quarters shall be allowed in any accessory building.

Section 1.4 Restrictions on Re-subdivision. Except for re-plats undertaken by Declarant, none of the lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or a similar substance approved by the Committee (hereinafter defined).

Section 1.6 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of the exterior walls but exclusive of open porches, garages, patios, and detached accessory buildings, shall be not less than eighteen Hundred (1800) square feet for a one (1) story residence and not less than two thousand four hundred (2400) square feet for a two (2) story residence and the first floor shall have a minimum of sixteen hundred (1600) habitable floor area, or the minimum habitable floor area as specified by the City of Caddo Mills at the time of construction, whichever is greater.

Section 1.7 Building Materials – Exterior Items and Surfaces. The total exterior wall area of the main residential structure on a lot shall be not less than seventy-five percent (75%) brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee. Roofing shall be 30-year architectural shingles constructed of composition materials unless specifically approved otherwise by the Committee in writing before installation. Main roof pitch shall be a minimum of 8/12, unless approved otherwise by the Committee. Installation of all types of exterior items and surfaces such as address numbers, external paint or stain color, shingle color shall be subject to the prior approval of the Committee as to design, materials and location. Chimney Flues shall be fully enclosed.

Section 1.8 Side Line and Front Line Setback Restrictions. No dwelling or detached accessory building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City of Caddo Mills. For the purposes of these covenants, eaves and steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to, encroach upon another lot. Any detached accessory building must be placed at the back of the home. Any detached accessory building cannot be any closer to the front property line than the rear corner of the main residential structure.

Section 1.9 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material approved by the Committee. The approved fence will be a six (6) foot cedar or spruce, 6 – inch picket fence with metal posts or four (4) to six (6) foot vinyl coated chain link (black only), Wrought Iron and Pipe Fence (Painted) . The perimeter fence shall be cedar/spruce, board on board 6’ fence, and all interior fencing shall be cedar/spruce, 6’ flat fencing. All fencing shall be installed upon completion of each residence. Subdivision entry fences constructed by the Declarant are excluded from this restriction. No fence or wall shall be permitted to extend nearer to any street than the front building line of the residence upon the lot upon which such fence or wall is situated, except for retaining walls installed by Declarant or retaining walls or decorative fences approved by the Committee. Fences or walls erected by the Declarant shall become the property of the owner of the lot on which the same are erected and , as such, shall be maintained and repaired by such owner. In the event a swimming pool is constructed on the lot, the maximum fence height restriction shall be modified to meet the minimum regulatory height standards.

Section 1.10 Sidewalks. Not Applicable

Section 1.11 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless cluster boxes are required by the U.S. Postal Service).

Section 1.12 Retaining Walls. Any retaining wall visible from any street shall be stone or other material approved by the Committee.

Section 1.13 Chimney Flues. Chimney Flues shall be fully enclosed with materials that are acceptable to the Committee.

Section 1.14 Landscape & Sod. Upon Completion and final grade all houses shall be landscaped within six (6) months. This shall include but not limited to yard sodded from back corners of house including side yards to front street. In the front yard shall include 1 – 2” diameter trees along with an assortment of small shrubs at the front of the house. A sprinkler system shall be installed to cover the area sodded as stated above.

Section 1.15 Prohibited Uses.

- (a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that a builder or contractor, with the prior written approval of the Committee, may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of a residence on the Property. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction improvements.
- (b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage for more than one (1) week in the driveway or the front or side yard of any dwelling or parked on any public street on the Property, all long term parking of utility trailers, boats, recreational vehicles and campers must be parked behind a fence on an improved concrete pad approved by the Committee. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.
- (c) Trucks with tonnage in excess of one ton shall not be permitted to park overnight within the Property except those used by a builder or contractor during the construction or repair of improvements.
- (d) No vehicle of any size, which transports inflammatory or explosive cargo may be kept on the Property at any time. No wrecking yard or junk cars will be permitted on the Property.
- (e) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers, that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.
- (f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any lot at any time as a dwelling house; provided, however, any builder, with the prior written approval of the Committee, may maintain and occupy model houses, sales offices and construction trailers during the construction period.
- (g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained, or permitted within the Property.
- (h) Dogs, cats, or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the lot so that no person shall quarter on the premises bees, hogs, goats, sheep, guinea fowls, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health or safety of the community. There shall be no kennels or boarding facilities for breeding purposes kept on any lot. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the Homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification. No Pit Bulls or dogs with known aggressive behavior shall be housed or boarded on the Property.
- (i) No lot area shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, dissembled or inoperative cars and discarded appliances and furniture. Trash, garbage, or other waste shall not be kept except in sanitary containers in appropriate locations, which may be specified by the Committee. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.
- (j) No individual water supply system shall be permitted on the Property.
- (k) Individual sewage disposal systems shall be designed, installed, approved and maintained by the owner of each individual dwelling according to Hunt County Health Department standards. On all 1 Acre lots there will be at

least 21,780~~±~~ (Square Feet equivalent to One Half (1/2) Acre) dedicated to sewage disposal. No structures will be allowed on the Back One Half (1/2) of said lot.

(l) No garage, garage house, or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the Committee in writing) shall be occupied by any owner, tenant or other persons.

(m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) No radio, television towers, aerial wires or other similar apparatus shall be maintained on The Property unless said property contains a main structure. A commercial tower will be allowed for Internet Service provided by SHOUTbroadband. Satellite dishes greater than two (2) feet in diameter shall be screened within an opaque fence or landscaped area so as not be visible from outside The Property. Approval from the Architectural Committee will be required prior to installation.

(o) Commercial use of the Lots shall be prohibited, except that a home-based business may operate no more than one (1) room of the main dwelling. The home-based business operated from any lot shall not generate more than six (6) vehicle trips to the dwelling. No items for sale may be displayed outside the main building. Yard sales, garage sales or similar signs are not permitted any more than three (3) days in any six (6) month period. Prohibited home based businesses include, without limitation, the following:

1. Automotive, motorcycle, tractor or other vehicle or equipment repair;
2. Commercial animal breeding, feeding or care;
3. Any business which create noise audible at the Lot property line or which is conducted outside the main residence located on the Lot; and
4. Any business which creates an odor at the Lot Property Line.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within fifteen (15) feet from the intersection of the street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Sub-division entry fences constructed by the Declarant are excluded from this restriction.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon.

(r) No changes shall be made to any portion of a lot (including without limitation any easement area, set-back area, drainage channel, swell or other area) which may damage or interfere with the installation and maintenance of utilities or which may change the overall drainage pattern of a lot, (including without limitation the alteration of existing topography or the installation of structures, plantings or other materials), without the prior written approval of the Committee and other appropriate agencies having authority to grant such approval.

(s) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than six (6) square feet advertising the Property for rent or sale. Declarant shall not be bound by any sign or billboard restrictions. The Committee shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such approval. All signs are subject to the approval of the Committee and may be required by the Committee to be removed if, in the sole judgement of the Committee, same are found to be consistent with the high standards of the Property. To protect the safety and harmony of the neighborhood, no person shall engage in picketing on any lot, easement, right-of-way or common area within or adjacent to the Property, nor shall any vehicle parked, stored, or driven in or adjacent to the Property bear or display

any signs, slogans, symbols, word or decoration intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy, or permitted business activities of any builder, owner, or Declarant.

- (t) The dying of clothes in public view is prohibited.
- (u) Except within fireplaces in the main residential dwelling and except for outdoor cooking, and approved fire pits, no burning of anything shall be permitted anywhere within the Property.
- (v) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 2.1 Establishment. "Committee" shall mean the "Architectural Control Committee", which shall be the governing body charged with using its best efforts to promote and ensure a high level of taste, design, harmony and conformity throughout the Property consistent with this Declaration of Covenants, Conditions and Restrictions for the Lots in Caddo Fork Estate (the "Declaration"). Until termination of Declarant control (referred to in Section 2.5 below), Declarant shall constitute the Committee, and may approve plans or take other actions on behalf of the Committee in Declarant's own name or in the name of the Committee. After the termination of Declarant Control, the Committee shall be composed of at least three (3) individuals who own a lot within the Property, and shall act by simple majority vote. In the event of death, resignation or other removal of any homeowner elected member of the Committee, the remaining members shall appoint a successor member. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration.

Section 2.2 Authority. No landscaping, building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications therefore have been submitted to and approved in writing by the Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of site dimensions, adequacy of structural design, proper facing of elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Property; and
- (c) the other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Property and, pursuant thereto, the Committee may require the submission of plans and specifications and/or site or plot plans prior to the commencement, or during the process, of such construction or landscaping.

In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

The restrictions and requirements of this Declaration shall not be applicable to the development, improvement, maintenance, repair or replacement of any lot or improvement upon a lot by Declarant, and the Committee shall have no power or authority to review, approve or require modifications to plans and specifications for such work of Declarant.

Section 2.3 Procedure for Approval. Final Plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirements set fourth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed on behalf of the Committee and returned by the lot owner of his designated representative.

If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval which statement shall be signed on behalf of the Committee. Any statement shall be signed on behalf of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval or disapproval, of any plans and specifications. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.4 Standards. The Committee shall have sole discretion with respect to taste, design and al standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Property.

Section 2.5 Termination of Declarant Control. Declarant shall cease to control and constitute the Committee on the earlier of: (a) the date on which Declarant records in the County land records a document declaring the termination of the Committee, or (b) at such time as Declarant or its Assignee in paragraph 4.12 no longer owns a lot within the Property. Notwithstanding the above provision, at any time after the termination of the Committee, the record owners of a majority of the lots in the Property shall have the authority to record an instrument which provides for a Committee elected by the homeowners to continue the functions of the Committee, which instrument shall establish election or appointment procedures whereby the homeowners' committee members shall be chosen and a notice procedure whereby all homeowners in the Property will receive notice of such procedures. Thereafter, such homeowners committee shall constitute the Committee; and shall be empowered with all of the rights, obligations; and immunities (specifically including those of Section 2.6 below), set forth or reversed in this Declaration for the Committee.

Section 2.6 Liability of Committee. The Committee (and all members thereof) shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and without malice. Any "errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City of Caddo Mills codes, state statues or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE III

DECLARANT'S RIGHTS

Notwithstanding anything to the contrary contained in this Declaration, Declarant, its agents, employees and contractors shall not be restricted or prevented by this Declaration from doing, and Declarant, its agents, employees and contractors shall have the right to do so, such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Property as a residential community for the sale, rental or other disposition of lots in the Property. The rights of Declarant, its agents, employees and contractors shall include, without limitation:

- (a) The right and easement of ingress in, over and upon the Property for the purpose of performing on any part or parts of the Property acts deemed necessary, advisable or convenient for the completion and improvement of the Property as a residential community and for the sale, rental or other disposition of lots.
- (b) The rights to erect, construct, maintain, demolish or remove structures and other improvements on the Property, as it deems necessary, advisable or convenient for the completion and improvement of the Property as a residential community and for the sale, rental or other disposition of lots.
- (c) The right to use lots and improvements owned by Declarant as models, sales offices and contractor's offices to construct and display promotional, informational and directional signs and other sales aides on or about any portion of the Property.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Lot Maintenance. Each owner shall maintain its yard in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard past the front corners of the house. No vegetables shall be grown in any yard unless they are completely screened from public view. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. If, after ten (10) days' prior written notice from the Committee or Governing Government Authority, an owner of a lot shall fail to: (a) control weeds, grass and/or other unsightly growth, (b) remove trash, rubble, building and construction debris, (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition, or (d) otherwise satisfy the aforesaid maintenance requirements, then Declarant or the Committee or Governing Government Authority shall have the authority and right to assess and collect from the owner of said lot the amount so expended by Declarant or the Committee or Governing Government Authority in connection with mowing, cleaning or otherwise maintaining said lot on each respective occasion of such mowing, cleaning or maintenance. In the event an owner of a lot does not pay such an assessment within fifteen (15) days after the date of the invoice for such assessment, such owner shall also be obligated to pay Declarant or the Committee or Governing Government Authority interest thereon from the due date until paid at the lesser maximum rate permitted by applicable law or eighteen percent (18%) per annum plus all reasonable costs of collection thereof including attorney's fees and costs of court and appeal.

Section 4.2 Temporary Completion Easement. All lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the lot as may be expedient or reasonable for the construction, servicing and completion of improvements and landscaping upon lots adjacent to the subject lot.

Section 4.3 Maintenance of Improvements. Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 4.4 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 4.5 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein or as allowed by applicable law.

Section 4.6 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgement or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 4.7 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such benefits of the owner of any land except land in the Property and the same shall inure to the benefit of the owners of land in the Property and Declarant, its successors and assigns. This Declaration, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 4.8 Enforcement. The owner of any lot in the Property shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Property, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Property, whether owned by the Declarant, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.9 Definition "owner" and "Declarant". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to a lot. "Declarant" means PRR Development, L.P., and any successor or assign to whom same assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County.

Section 4.10 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 4.11 Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 4.12 Assignment Prior to termination of Declarant control, Declarant may assign its interest as Declarant to any person or entity that owns three or more lots on the Property and that person or entity shall constitute the Committee.

Section 4.13 Amendment. This Declaration and the covenants, conditions and restrictions set forth herein may be abolished or amended in whole or in part with the consent of seventy-five percent (75%) of the then owners (including Declarant) of the lots (with one vote to be cast for each lot so owned) evidenced by a document in writing bearing the signatures of such majority owners. For the period that a Declarant appointed Committee is in existence,

no amendments of the covenants, conditions and restrictions set forth herein shall be valid or effective without the jointer of Declarant.

EXECUTED this _____ day of _____ 20 ____

Address: PRR Development, L.P.
544 Hubbard Circle
Nevada, Texas 75173

By: _____

THE STATE OF TEXAS
COUNTY OF HUNT

This instrument was acknowledged before me this _____ day of _____
20 _____, by _____ on behalf of said
_____.

Notary Public in and for the State of Texas
My Commission Expires _____
Printed Name: _____