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**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR CROCKETT TRACE**

THIS DECLARATION, made as of April <sup>6<sup>th</sup></sup> 2001, by PARTNERS CAPITAL, LTD., a Texas limited partnership, hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of a certain tract of land containing 319.1274 acres in the William B. Bridges Survey, Abstract No. 73, in the J. E. Lewis Survey, Abstract No. 665, and in the Bennett Blake Survey, Abstract No. 4, recorded under County Clerk's File Number 2000-058478 and referred to as the "Property"), a portion of which has been heretofore platted and subdivided into that certain subdivision known and designated as CROCKETT TRACE, Section One (1), in Montgomery County, Texas, according to the Map Records of Montgomery County, Texas, at File No. Cabinet O, Sheets 157; and

WHEREAS, Declarant desires to develop the Property for residential purposes and to provide and adopt a uniform plan of covenants, easements, restrictions, conditions, reservations, charges and liens designated to govern, control and preserve the values and amenities of the Property for the better development, improvement, sale, use and enjoyment of the Property; and

WHEREAS, Declarant desires to provide for the maintenance of certain retaining areas, roadways, fencing and entry gates, and to this end desires to subject the Property to the covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities of said Property, to create a nonprofit corporation to which shall be delegated and assigned the powers or maintaining, administering and enforcing these covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, or will incorporate, Crockett Trace Homeowners Association, Inc., a nonprofit organization created under the laws of the State of Texas, and has established, or will establish the bylaws by which said corporation shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said Property and which shall run with the Property and be binding on all parties,

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now and at any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the matter in which any such right, title or interest is or may be acquired, and all of which shall inure to the benefit of each owner of any part of the Property.

### **ARTICLE I - DEFINITIONS**

The following words, when used in the Declaration, shall have the following meanings:

**SECTION 1.** "Association" shall mean and refer to Crockett Trace Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

**SECTION 2.** "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a lot.

**SECTION 3.** "Common Area" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of Members of the Association.

**SECTION 4.** "Corner Lot" shall mean and refer to a lot which abuts on more than one street.

**SECTION 5.** "Declarant" shall mean and refer to PARTNERS CAPITAL, LTD., its successors or assigns, including without limitation any person or entity, who by foreclosure or deed in lieu of foreclosure with respect to the secured indebtedness of Partners Capital, Ltd. becomes the owner of all or a substantial portion of the lots held by Partners Capital, Ltd. prior to such foreclosure or deed in lieu of foreclosure.

**SECTION 6.** "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction or placement of a residence.

**SECTION 7.** "Member" shall refer to every person or entity that holds a membership in the Association.

**SECTION 8.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

**SECTION 9.** "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property included in the plat of the Subdivision and additional lands added to the jurisdiction of the Association as provided herein.

**SECTION 10.** "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue or thoroughfare as shown on the Subdivision Plat.

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**SECTION 11.** "Subdivision" shall mean and refer to Crockett Trace, as set forth in the maps or plats thereof recorded at Cabinet O, Sheet 157 of the Map Records of Montgomery County, Texas, and together with any other real property made a part of the Subdivision, pursuant to Article X, Section 12 hereof.

**SECTION 12.** "Subdivision Plat" shall mean and refer to the recorded maps or plats of the Subdivision and the plat of any other property that becomes subject to this Declaration and any replat, partial replat, or amendment of the above-described plats.

**SECTION 13.** "Original Homeowner" shall mean and refer to any purchaser of a Lot from Declarant or a Builder on which a residence has been placed or constructed.

## **ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE**

**SECTION 1. CREATION, PURPOSE AND DUTIES.** There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Mike Stine, Richard D. Morgan and Emery C. Johnson, appointed as hereinafter provided. The Committee shall be responsible for enforcing and maintaining the architectural integrity of the improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein. An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee, its successors and the designated representatives as provided for herein below, shall cease on the earlier of December 31, 2030 or the date upon which the Class B membership in the Association ceases, at which time the duties of the Committee shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Committee, or in the event Declarant should elect to replace any or all of the persons serving on the Committee, the Declarant by recorded written instrument shall designate a successor or successors who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

The Committee shall meet from time to time as is necessary to perform its duties hereunder. The Committee shall report in writing to the Board of Directors all final actions of the Committee and the Board of Directors shall keep a permanent record of such reported action.

No person serving on the Committee shall be entitled to compensation for services performed; provided, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee; provided further, however, the members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board of Directors may from time to time authorize or approve.

**SECTION 2. POWERS OF THE COMMITTEE.** No building, structure or other improvements shall be commenced, erected, maintained or constructed on any Lot, and no exterior alteration, including the removal of any trees therein shall be made until the site plan (including a description of the trees to be cleared on the Lot) and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvements or clearing within forty-five (45) days after submission of all such materials to the Committee, approval thereof shall be deemed to have been given provided; however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, the number of trees to remain on the Lot, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and acceptable exterior materials, colors and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

Where specifically granted the power by the provisions hereof, the Committee shall have the right, exercisable at its sole discretion, to grant variances to certain restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem inappropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request or variance. The Committee shall have no authority to grant any variance except in the instances expressly provided herein.

**SECTION 3. NON-LIABILITY FOR COMMITTEE ACTION.** No member of the Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed an approval of, from any building or improvement from the standpoint of safety, whether structural or otherwise, or conformance with

existing building codes, governmental laws or regulations. Furthermore, no member of the Committee, any member of the Board of Directors or the Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such individuals were acting on behalf of the Association, the Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board of Directors, or the Committee, or its officers, agents, members or employees, shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same.

**ARTICLE III - CROCKETT TRACE  
HOMEOWNERS ASSOCIATION, INC.**

**SECTION 1. ORGANIZATION.** Declarant has caused or will cause the Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion or the health, safety and welfare of the residents within the Properties.

**SECTION 2. BOARD OF DIRECTORS.** The Association shall act through a Board of three (3) Directors, which all manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by an amendment of the By-Laws of the Association.

**SECTION 3. MEMBERSHIP.** Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property that is subject to assessment by the Association.

**SECTION 4. VOTING.** The Association shall initially have two classes of voting membership:

(a) **CLASS A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **CLASS B.** Class B members shall be the Declarant and shall be entitled to five (5) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when the total votes in the Class A membership equals the total votes in the Class B membership; (ii) on December 31, 2030; or (iii) such earlier date

as Declarant so determines and records an instrument to such effect in the Real Property Records of Montgomery County, Texas.

#### **ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS**

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** The Declarant for each Lot within the Subdivision hereby covenants and each Owner of any Lot, by acceptance of a Deed therefrom, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

**SECTION-2. PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, if any. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisitions expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: street lighting, improving and maintaining streets, alleyways, paths, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection, with the enforcement of this Declaration, providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; in the opinion of the Board of Directors and doing any other thing necessary or desirable in the opinion of the Association to keep and maintain the lands within the Properties in a neat and good order or which they consider of general benefit to the Owners or Occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

**SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS.** The maximum annual assessment per lot is hereby set at Two Hundred Forty Dollars (\$240.00) per year for the calendar year 2001. Thereafter, the Board of Directors of the Association, at its sole discretion, may increase the maximum annual assessment, by an amount equal to a ten percent (10%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. Each year after 2001, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected in advance on a monthly basis at the Board's election.

**SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any constructions, reconstructions, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

**SECTION 5. NOTICE AND QUORUM.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 6. RATES OF ASSESSMENT.** Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates; provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-quarter (1/4) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

**SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT.** The annual assessment provided for herein shall commence as to any Lots on the earlier to occur of the conveyance of a Lot by a Builder or Declarant to an Original homeowner. If the Board fixes an assessment for 2001, such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual

assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Except for the 2001 assessment, each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

**SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION.** Any assessments or charges, which are not paid when due, shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the original due date until paid at the lesser of eighteen percent (18%) per annum or the highest non-usurious rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien herein retained against the respective Lot or Lots. Interest is above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment as a charge. Each such Owner, by his acceptance of a Deed hereby expressly vests in the association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and nonjudicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES.** As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereon. In addition to the automatic subordination provided for herein above, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

**SECTION 10. EXEMPT PROPERTY.** All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot that is used as a residence shall be exempt from said assessments and charges.



**ARTICLE V - PROPERTY RIGHTS**

**SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.** Subject to the provisions herein stated, every Member shall have an easement of access and a right in the easement of enjoyment in the Common Area, if any, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

(a) The Association shall have the right to borrow money and with the assent of two-thirds (2/3rds) of each class of Members to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.

(c) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, if any, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(d) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area, if any, to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members; provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area, if any, to public or private utility companies.

**SECTION 2. DELEGATION OF USE.** Each member shall have the right to extend his rights and easements of enjoyment to the Common Area, if any, to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

**SECTION 3. LIABILITY OF OWNERS FOR DAMAGE BY MEMBER.** Each Member shall be liable to the Association for any damage to the Common Area or for any expense or liability incurred by the Association, to the extent not covered by insurance that may be sustained by reason of the negligence or willful misconduct of such Member or for any violation by such member of this Declaration for any of the rules or regulations adopted by the Board of Directors. The Association shall have the power to levy and collect in assessment against a Member, after notice and hearing, to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration or of its rules and regulations, or for any increase in insurance premiums directly attributable to any such damage or any such violation.

**SECTION 4. ASSOCIATION POWERS IN THE EVENT OF CONDEMNATION.** If any Common Area or interest therein is taken under exercise of the power of eminent domain or by private purchase in lieu of condemnation, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any mortgage of any such property, or to any

Lot Owner, to the extent such Common Area consists of an easement over the Lot of the Owner in question. The Association shall have the exclusive right to participate in such condemnation proceeding and to represent the interest of all Owners therein. Any award or funds received by the Association shall be held by the Association as determined by the Board of Directors, as reserve for future maintenance, repair, reconstruction, or replacement of the Common Area or may be used for improvements or additions to or operations of the Common Area.

## ARTICLE VI - USE RESTRICTIONS

**SECTION 1. RESIDENTIAL USE.** Each and every Lot is hereby restricted to residential dwellings for single-family residential use only. No business, professional, commercial or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence; provided, however, an Owner of a Lot in the Subdivision may use his residence for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or professional telephone calls or correspondence so long as there are not external evidences thereof (such as signs, advertising a business or consultations in person with clients or customers at the Lot), and no unreasonable inconvenience to such Owner's neighbors. No structure other than one single family private residence (either single family site built homes, modular homes or other manufactured housing) and its garage and carport appurtenant thereto and no more than two related outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments rental purposes, or apartment houses.

**SECTION 2. ANIMALS AND LIVESTOCK.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Consistent with its use as a residence, a maximum of five (5) dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes; provided, however, one horse per lot will be permitted for all Lots that are one (1) acre or more in size, and a small 4-H or FFA project may be kept by children of an Owner provided it is first approved by the Committee. Additionally, all county leash laws related to animals shall apply.

**SECTION 3. NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

**SECTION 4. STORAGE AND REPAIR OF VEHICLES.** Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, trailer, truck larger than a one ton pick-up (excluding commercial vans) bus, inoperable automobile, or camper shall be parked or kept in the street, in front of or side of any Lot, or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from the Street; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in a driveway for a period not exceeding seventy-two (72) hours in any thirty (30) day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in

driveways or streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not remain in driveways or streets in excess of seventy-two (72) hours.

All personal vehicles must be parked on a driveway. A driveway is defined as a limestone, iron ore or blacktop strip of land at least twelve (12) feet wide extending from the street to the Owner's residence. The parking of vehicles other than on the driveway is expressly prohibited.

**SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY.** Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

**SECTION 6. OWNER'S LIABILITY FOR CONTRACTOR'S DAMAGE.** The Board of Directors shall establish guidelines for building contractors and home movers whose trucks and equipment will be used on the Properties. A copy of such guidelines shall be given to Owner upon approval by the Committee of Owner's plans. It shall be Owner's responsibilities to provide such guidelines to the contractor or the mover. In the event the Common Areas of the Property are damaged as a result of Owner's contractor or mover, the provisions of Article V. Section 3 shall apply.

**SECTION 7. DISPOSAL OF TRASH.** No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from the view of any streets. Equipment used for the temporary storage and/or disposal of such materials prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consisting with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. Burning of only completely burnable material shall be permitted so long as such burning is in compliance with county and state law and provided the debris from the burn is removed within twelve (12) hours.

**SECTION 8. BUILDING MATERIALS.** Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Street.

**SECTION 9. MINERAL PRODUCTION.** No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

**SECTION 10. NO FURTHER SUBDIVISION.** No Lot or residential unit thereon in the Subdivision may be further subdivided, nor may any easement or other interest therein less than the whole (including any timeshare estate) be conveyed by the Owner thereof (including Associations) except for the retention of easements and common areas by the Declarant, without the prior written approval of the Committee. Nothing in this Section 10 of Article VI shall be deemed to prevent an Owner from, or require the approval of the Committee for (a) selling or leasing of an entire Lot; or (b) transferring or selling any Lot to more than one (1) owner to be held by them as tenants in common, joint tenants, or tenants by the entirety.

**SECTION 11. MAINTENANCE OF LOT.** Owner shall regularly mow all lots such that the grass and other vegetation are never permitted to exceed six (6) inches in height. The lot owner shall also maintain in a similar manner, the area between the property line and the pavement of a street. Within thirty (30) days of the move on to the Lot of a modular home or other manufactured home, the Owner shall construct a wood fence containing a minimum measurement of eight (8) feet by eight (8) feet centered around the front door with minimum landscaping of ten (10) feet around the deck to be in place within ninety (90) days.

## **ARTICLE VII - ARCHITECTURAL RESTRICTIONS**

**SECTION 1. TYPE OF RESIDENCE.** Only one residence shall be built or placed on each Lot. A residence is defined as either a site built single-family home (not more than three stories), modular home or other manufactured housing. There shall be no basements, tents, shacks, garages, trailers, buses, barns or other outbuilding erected on any of said lots to be used at any time as a residence and all of the outbuildings must be kept painted and in a state of good appearance and repair at all times. No building, modular home or other manufactured housing shall be erected or placed on said property that has not been first approved by the Committee. All structures shall be of new construction and no structure shall be moved from another location onto any Lot without the approval of the Committee. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

**SECTION 2. LIVING AREA AND CONSTRUCTION REQUIREMENTS.** All residences or units built or placed upon such lots, whether site built, modular or manufactured housing shall contain not less than one thousand two hundred (1,200) square feet and a minimum width of twenty-four (24) feet, unless otherwise approved by the Committee. Additionally, all manufactured homes or modular units must have a composition roof unless otherwise approved by the Committee. All modular units or manufactured housing must be five (5) years or newer and must have Committee approval; provided, however, the Committee may approve older units if the appearance of such Unit is consistent with the provisions herein.

**SECTION 3. SEQUENCE OF BUILDING.** No garage or other service function building of the dwelling establishment shall be erected or placed upon any Lot, without the prior consent of the Committee, until construction of the dwelling property has been started and is actually being constructed or scheduled for delivery and set-up. Any structure begun on a Lot must be diligently completed within a reasonable length of time, not to exceed one (1) year.

**SECTION 4. LOCATION OF RESIDENCE ON LOT.** The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer than seventy-five (75) feet to any street and no building shall be located on any Utility district. No residence shall be located nearer than fifteen (15) feet to an interior lot line. No residence or attached or detached garage shall be located nearer than fifteen (15) feet to the rear lot line.

**SECTION 5. CONSTRUCTION PERIOD EXCEPTION.** During the course of actual construction of any permitted structure or improvement thereunder and provided construction is proceeding with due diligence, the Committee temporarily shall suspend the provisions of Article VI contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of the construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of the other properties within the Subdivision.

**SECTION 6. TEMPORARY BUILDINGS.** Unless otherwise approved by the Committee, temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

**SECTION 7. SKIRTING OF MANUFACTURED HOMES.** Unless otherwise approved by the Committee, each manufactured home shall be skirted at the same time as the unit is placed on the property with brick veneer, vinyl siding or brick skirting.

**SECTION 8. FENCES.** The construction or installation of walls, fences, and hedges by Owners shall be subject to the approval by the Committee in accordance with the provisions of this Declaration. Any fence erected on the front or street side of the Lot shall be constructed of gauge wire with a post, wrought iron, picket or vinyl. Owners shall construct and maintain a fence or other suitable enclosure as approved by the Committee to screen from public view, yard equipment, and woodpiles or storage piles. The Owner shall be responsible for maintaining and repairing all perimeter walls, fences and hedges installed by such Owner or his Builder.

**SECTION 9. GRASS AND SHRUBBERY.** Grass and weeds shall be kept mowed so that the height from the ground level up does not exceed six (6) inches. If the height of the grass and/or

underbrush on a lot exceeds six (6) inches and after ten (10) days written notice to Owner of his violation of these covenants and said condition remains, the Association by its representative shall have the right of entry on to the property for the purpose of mowing the grass and/or underbrush with the Owner being billed for the expense. If the expense remains unpaid for thirty (30) days, the unpaid account shall be considered an assessment and subject to collection as set out under Article IV, Section 8 herein. Dead or damaged trees, which might create a hazard to Property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Trees having a diameter of six (6) inches or greater shall not be removed without the consent of the Committee. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that the Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

**SECTION 10. SIGNS.** No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than three (3) square feet advertising the particular Lot on which the sign is situated for sale or rent, provided such sign shall not include a photograph or likeness of any person. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the subdivision.

**SECTION 11. TRAFFIC SIGHT AREAS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the Street shall be permitted to remain on any Corner Lot within ten (10) feet of the point formed by the intersection of the building set back lines of such Lot.

**SECTION 12. EXTERIOR ANTENNAE.** No radio or television wires or antennae shall be placed so as to be visible to the public view from any street.

**SECTION 13. MINIMUM LOT SIZE IN RELATION TO RESIDENCE.** Any person owning two or more adjoining Lots may consolidate such Lots into building sites with the privilege of constructing improvements permitted herein.

**SECTION 14. MAILBOXES.** Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community. Furthermore, mailboxes shall meet the minimum standards of the United States Postal Service as to type, location and placement of the mailboxes.

**SECTION 15. AIR CONDITIONERS.** No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditions to be installed if such unit or units will not be visible from any street.

**SECTION 16. INTERFERENCE.** No radio or televisions signals or any other forms of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

**SECTION 17. WATER SUPPLY.** No water well system shall be constructed or used on any lot, but each lot owner must use the utility services provided by the Declarant or other designated utility operator for the Subdivision. No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property and all indoor toilets and baths shall be installed with and connected to the sanitary sewer system. All plans for septic systems shall be approved by the Committee and shall at all times comply with any local, county, state or federal standards.

**SECTION 18. SOUND DEVICES.** No horns, whistles, bells, or other sound devices except for security systems used exclusively to protect a residence, shall be placed or used on any Lot or in any residence. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to the adjoining property.

**SECTION 19. TRASH OR WASTE DISPOSAL.** The Association may enter into contracts with a commercial waste disposal company that grants that company the exclusive right for the trash collection and waste disposal in the Subdivision. Owner shall be responsible to contract individually with such company for the collection of Owner's trash or waste from the Subdivision.

**SECTION 20. SOLAR COLLECTORS.** No solar collector shall be installed without the prior written approval of the Committee. Any such installation shall be in harmony with the design of the residence that is used in conjunction thereof. Solar collectors shall be installed in a location not visible from any public street in front of the residence.

**SECTION 21. PRIVATE UTILITY LINES.** All electrical, telephone, and other utility lines and facilities that are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

**SECTION 22. PROPANE OR NATURAL GAS STORAGE TANKS.** All storage tanks which are placed upon a lot for the purpose of storing butane, propane or natural gas must be set at least twenty-five (25) feet behind the front line of the residence and reasonably screened from street view by buildings, lattice-work or shrubbery.

**SECTION 23. CLOTHES LINES.** All clotheslines must be set behind any residence, out of view of any street.

**SECTION 24. ENFORCEMENT OF LOT MAINTENANCE.** In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after

ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with the restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

**SECTION 25. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.** The Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all improvements thereon in a neat and habitable manner. In the event of damage to any improvements, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and once finally commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board of Directors within sixty (60) days from the date of such destruction or damage. The Board of Directors shall rule on the Owner's application of a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a "hardship" extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Committee, so as to present a pleasing and attractive appearance.

## **ARTICLE VIII - EASEMENTS**

**SECTION 1. GENERAL.** Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

**SECTION 2. CABLE TELEVISION.** Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related



ancillary equipment and appurtenances within the Utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision. Declarant does hereby reserve unto itself, its successors and assigns, the sole and exclusive right to receive and retain all income, revenue or other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements.

### **ARTICLE IX - ENFORCEMENT**

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### **ARTICLE X - GENERAL PROVISION**

**SECTION 1. DURATION.** This Declaration shall remain in full force and effect until December 31, 2030 and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of five (5) years each, unless modified or terminated in the manner hereinafter set forth.

**SECTION 2. MODIFICATION OR TERMINATION.** This Declaration may be modified or terminated at any time in any particular manner or terminated in its entirety by the recording in the Official Public Records of Real Property of Montgomery County, Texas of an amendment or termination instrument, signed by Owners representing two-thirds (2/3rds) of the total votes in the Association.

**SECTION 3. NOTICES.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing and any notice or submittal for approval required to be sent to the Committee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the following address:

Partners Capital, Ltd.  
5910 North Central Expressway, Suite 350  
Dallas, Texas 75206

; provided that the address for the Committee or Declarant for purposes of notices may be changed by the Declarant (including its successors or assigns) by ten (10) days written notice to any Owner of such change of address when mailed postage prepaid to the last known address of the person who appears as owner on the ad valorem tax records of Montgomery County Texas.

**SECTION 4. VIOLATION OF RESTRICTIONS.** Enforcement of the provisions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violations or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the Owner of any Lot or by the Declarant, its successors or assigns, or by the Association. The failure of any person entitled to enforce any of the provisions hereof to enforce the same shall in no event be deemed a waiver of the right to enforce this Declaration thereafter.

**SECTION 5. VALIDITY OF DECLARATION.** Invalidation of one or more of the covenants, conditions, reservations, or restrictions herein contained by judgment or court order or otherwise, shall in no way affect any other of the covenants, conditions, reservations or restrictions which shall continue and remain in full force and effect.

**SECTION 6. GOOD-FAITH LENDERS CLAUSE.** Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith upon any Lot or any part thereof which liens may be enforced in due course, subject to the covenants, conditions, reservations and restrictions contained herein.

**SECTION 7. CONFLICT WITH DEEDS OF CONVEYANCE.** If any part of this Declaration shall be in conflict with any covenant, condition, or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall control to the extent of such conflict.

**SECTION 8. SEVERABILITY.** Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provision, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

**SECTION 9. GENDER AND GRAMMAR.** The singular whenever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case accurately expressed.

**SECTION 10. TITLES.** The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

**SECTION 11. REPLATTING.** Declarant shall have the right, but shall never be obligated, to re-subdivide into Lots by recorded plat or in any lawful manner any reserve tracts contained within the Subdivision and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

**SECTION 12. ANNEXATION.** Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of each class of Members of the Association; provided, however, Declarant may annex additional stages of development without such approval by the Members. The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas, if any, that may become subject to the jurisdiction of the Association, provided that annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform per Lot basis.

**SECTION 13. MERGER AND CONSOLIDATION.** Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not affect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

**SECTION 14. DISSOLUTION.** The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3ds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for conveyances to an appropriate public or governmental agency of Montgomery County, Texas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.


**SECTION 15. RIGHT OF ENTRY, ENFORCEMENT BY SELF-HELP.** During reasonable hours subject to reasonable security requirements, the Association and their authorized agents and representatives shall have the right, in addition to and not in limitation of all of the rights it may have under this Declaration, to enter upon any Lot, including any improvements located thereon, for emergency, security, maintenance, repair or safety purposes, which right may be exercised by the Associations' Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in any emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of a Lot or improvements thereon. Authorized



**CONSENT OF LIEN HOLDER**

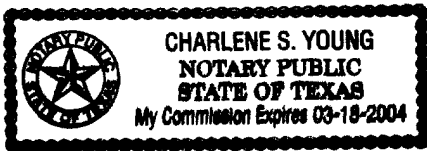
The undersigned, JUDY C. CAMPBELL ("Lien holder") is the sole owner and holder of the existing first lien created in a Deed of Trust ("Deed of Trust") recorded under Montgomery County Clerk's File No. 2000-058479 dated July 5, 2000, executed by PARTNERS CAPITAL, LTD., a Texas limited partnership, for the benefit of Lien holder such lien being upon and against certain Property, (as such terms are defined in this Declaration of Easements, Restrictions and Covenants, dated April \_\_, 2001, executed by PARTNERS CAPITAL, LTD., (the "Declaration") described in Exhibit "A" to the Deed of Trust (the "Property"), the Property further securing the Lien holder under a Vendor's Lien retained in a Deed ("Vendor's Lien") of even date therewith, recorded under Montgomery County Clerk's File No. 2000-058478; and Lien holder agrees as follows:

- (a) Lien holder hereby consents to the Declaration and the execution thereon and hereby Subordinates the lien of the Deed of Trust, to the terms and provisions of the Declaration.
- (b) The lien of the Deed of Trust and Vendor's Lien shall remain in full force and effect and shall continue to encumber all of the Property, subject to the subordination granted in paragraph (a) above, and nothing in this Agreement shall be construed as or operate as a release of all or any part of the Property from the lien, assignment and security interest of said Deed of Trust and Vendor's Lien.

  
 JUDY C. CAMPBELL

THE STATE OF TEXAS           §  
   §  
 COUNTY OF MONTGOMERY   §

BEFORE ME, on this 18<sup>th</sup> day of April, 2001, personally appeared JUDY C. CAMPBELL.



  
 NOTARY PUBLIC SIGNATURE

**CONSENT OF LIENHOLDER**

The undersigned, FAIRWAY CAPITAL LLC, a Nevada limited-liability company ("Lienholder") is the sole owner and holder of an existing second lien created in a Deed of Trust ("Deed of Trust") recorded under Montgomery County Clerk's File No. 2000-058481, dated July 5, 2001, executed by PARTNERS CAPITAL, LTD., a Texas limited partnership, for the benefit of Lienholder, such lien being upon and against certain Property (as such terms are defined in this Declaration of Easements, Restrictions and Covenants dated April \_\_, 2001, executed by PARTNERS CAPITAL, LTD. (the "Declaration") described in Exhibit "A" to the Deed of Trust (the "Property")), which Property further secures Lienholder in a Financing Statement of even date therewith recorded under Montgomery County Clerk's File No. 2000-058480; and Lienholder agrees as follows:

- (a) Lienholder hereby consents to the Declaration and the execution thereon and hereby subordinates the lien of the Deed of Trust and Financing Statement to the terms and provisions of the Declaration.
- (b) The lien of the Deed of Trust and Financing Statement shall remain in full force and effect and shall continue to encumber all of the Property, subject to the subordination granted in paragraph (a) above, and nothing in this Agreement shall be construed as or operate as a release of all or any part of the Property from the lien, assignment and security interest of said Deed of Trust and Financing Statement.

FAIRWAY CAPITAL, LLC, a Nevada limited-liability company

By: FAIRWAY DEVELOPMENTS, INC., a Delaware corporation, its sole Manager

By: Bruce French  
Bruce French, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas       §

BEFORE ME, on this 9th day of April 2001, personally appeared BRUCE FRENCH, the President of FAIRWAY DEVELOPMENTS, INC, a Delaware corporation, as the sole Manager of FAIRWAY CAPITAL, LLC a Nevada limited-liability company, on behalf of said limited-liability company.

Cheryl M. Heaton  
Notary Public of the State of Texas



**CONSENT OF LOT OWNER**

The undersigned, ("Lot Owner") is the record owner of the following:

Lots 27, 28, and 29, Block 6 of Crockett Trace, Section One (1), in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet O, Sheet 157 of the Map Records of Montgomery County, Texas.

All Lots owned by Declarant (as defined in the Declaration) in the Crockett Trace Subdivision are being encumbered by the Declaration of Covenants, Conditions and Restrictions for Crockett Trace, dated April 6, 2001 (the "Declaration"). Lot By Lot Owner's signature below, acknowledgment and consent is hereby given for the recording of the Declaration of Covenants, Conditions and Restrictions and consent and acknowledgment for Lot Owner's Lots to hereafter be subject to the Declaration as if such Declaration were filed prior to the transfer of such Lots to Lot Owner on December 18, 2000.

CROCKETT TRACE I, LTD., a Texas limited partnership

By: TARA MANAGEMENT, INC., a Texas corporation  
general partner

By:   
RICHARD D. MORGAN, President

THE STATE OF Texas §  
§  
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 6<sup>th</sup> day of April, 2001, by RICHARD D. MORGAN, President of TARA MANAGEMENT, INC., a Texas corporation, general partner of CROCKETT TRACE I, LTD, on behalf of the limited partnership.

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in  
File Number                      sequence on the            day of            20            
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property of  
Montgomery County, Texas

MAY 29 2001



  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

F:\Anita\Crockett Trace Hickman Sale\CCR'S - CROCKETT TRACE.wpd

  
NOTARY PUBLIC, STATE OF TEXAS



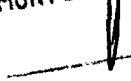
FILED FOR RECORD  
01 MAY 29 AM 10:04  
MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS  
DEPUTY

882-00-1855

FILED FOR RECORD

01 MAY 29 PM 2:37

MARK TURNBULL, JCD, CLERK  
MONTGOMERY COUNTY, TEXAS

 DEPUTY

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in  
File Number ~~882-00-1855~~ on the date and at the time  
stamped herein by me and was duly RECORDED in  
the official Public Records of Real Property of  
Montgomery County, Texas.

MAY 29 2001



*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS