

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

OF

CHISHOLM RANCH ESTATES  
ROCKWALL COUNTY, TEXAS

THE STATE OF TEXAS §  
  
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, NOBLE-KIDD DEVELOPMENT, (hereinafter called "Declarant") is the owner of all that certain real property located in Rockwall County, Texas, described on Exhibit A attached hereto, which Exhibit is incorporated herein for all purposes, and

WHEREAS, Declarant will convey the property designated as lots 1 through 100 on the map and plat thereof subject to the covenants, conditions, restrictions, liens and charges hereinafter set forth in Articles One (1) through Article Eleven (11).

NOW THEREFORE, it is hereby declared that Lot 1 through 100, as shown on the map and plat of the above described property recorded in the map and plat records of Rockwall County, Texas shall be, and there are hereby, made subject to the restrictions, covenants and conditions stated in Article One through Article Eleven hereof, which are for the purpose of protecting the value and desirability of, and which shall run with , the real property and shall be binding on all parties having any right, title, or interest in or to said property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

1.01 OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

1.02 PROPERTIES. "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto, and improvements thereon.

1.03 LOT. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 127, Page 396, of the map and plat records of Rockwall County, Texas, on which there is or will be built a single family dwelling.

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The term "Lot" shall not include any Common Area nor any other reserves shown on said map or plat.

1.04 DECLARANT. "Declarant" shall mean and refer to Noble-Kidd Development, its successors and assigns, if such successors or assigns shall acquire more than one developed Lot from Declarant for the purpose of development.

ARTICLE TWO

FUNCTIONS OF THE DECLARANT AND ARCHITECTURAL REVIEW COMMITTEE

2.01 COMMON AREA. The Architectural Review Committee (ARC) at the direction of Chisholm Ranch Estates, Ltd., shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including, without limitation, furnishings and equipment thereto and common landscaped areas), and shall keep the Common Areas in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions hereof.

2.02 SERVICES. The Declarant shall have the following powers and responsibilities:

A. Maintenance of all Common Property, Open Space, buffer tracts, recreation areas, landscaping, irrigation systems, lands covered by the plat.

B. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing homeowners of activities, Notice of Meetings, and other important events. The Declarant shall have the right to enter into management agreements with companies affiliated with the Declarant in order to provide its services, and perform its functions.

C. Establishing and operating the ARC.

ARTICLE THREE

ARCHITECTURAL CONTROL

3.01 ENFORCEMENT OF ARCHITECTURAL STANDARDS. The Declarant shall have the authority and standing, on behalf of the homeowners, to enforce in courts of competent jurisdiction decisions of the ARC. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any real property subject to this Declaration.

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No construction, which term shall include withing its definition, staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the approval of the ARC has been obtained.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specification of a licensed architect or other person found to be qualified by the ARC.

3.02 ARCHITECTURAL REVIEW COMMITTEE. Declarant shall designate and appoint an ARC consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Declarant. All matters required herein to be approved by the ARC must be approved my a majority of the members of such committee except that the ARC may appoint by unanimous vote a representative (the "Representative") to exercise all the powers and authority herein vested in the ARC on the ARC's behalf. The members of the ARC and the Representative shall serve without compensation and shall never be held liable for any act taken pursuant to theses covenants or failure to act pursuant to theses covenants other than willful misconduct, fraud or gross negligence.

There is hereby established an ARC which shall have exclusive jurisdiction over all construction on any portion of the Properties and whose duties, powers and responsibilities shall be as follows:

A. The ARC shall consist of three (3) persons designated by the Declarant. At such time as Declarant no longer owns any real property withing the Properties (or earlier if the Declarant shall surrender this right in a written instrument in recordable for executed by Declarant), the Declarant shall assign to an Association the rights, powers, duties and obligations of the ARC.

B. The ARC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual units and buildings as well as the general plan for development of any individual Lot or subdivision, trat or parcel of land withing the Properties. All construction and development within the Properties is subject to local governmental control; however, the ARC may, in its sole discretion, impose standards of architectural and landscaping design, or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes.

C. The ARC has the right, but not the obligation, to grant waivers for minor deviations and infractions of the Declaration. The granting of any waiver for any portion of the Properties may be given or withheld in the ARC's sole discretion and a prior grant of a similar waiver shall not impose upon the ARC the duty to grant new or additional requests for such waivers.

D. The Association, Declarant, ARC or any officer, employee, director or member thereof shall not be liable for damages to any person submitting plans and specifications for approval by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant, ARC or ARC Member to recover any such damages.

3.03 APPROVAL OF PLANS AND SPECIFICATIONS. No building, fence, wall, or other structures shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or changes or alteration herein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the ARC as to harmony of external design and location in relation to surrounding structures and topography. All buildings shall be constructed by a professional contractor. The exterior of all buildings shall be completed within 200 days of the commencement of construction. Driveways, approaches and parking areas shall be constructed in accordance with the plans, specifications and site plans approved in writing by the ARC. Any plans and/or specifications rejected by the ARC shall be promptly returned with written reasons for rejection.

A. Any builder of homes in Chisholm Ranch Estates must be approved in writing by the ARC.

3.04 MODIFICATIONS. The ARC shall also have exclusive jurisdiction over modifications, additions, or alterations made on or to homes and secondary buildings.

3.05 FAILURE OF COMMITTEE TO ACT. In the event that any plans and specifications are submitted to the ARC as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been met.

ARTICLE FOUR

EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the ARC shall have the right, through its agents and employees to enter upon said Lot and repair, maintain, and restore the Lot and exterior of the buildings and any other improvement erected thereon, all at the expense of the Owner.

## ARTICLE FIVE

## USE RESTRICTIONS

5.01 TYPE OF BUILDINGS PERMITTED. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, a private garage, workshop, etc., and/or a barn or stable for not more than one horse per acre. Each structure erected, altered, placed or permitted to remain on any Lot shall be of at least 60% brick, stone veneer, approved wood or stucco construction. No structures shall exceed two stories in height, nor shall any underground or geodesic dwellings be permitted. Exhibit B attached hereto summarizes the Deed Restrictions. The owner of each Lot shall, at his own expense, be responsible for connection to water and electric power sources supplied to the subdivision. Unless connected by sewer or waste water line to a sewerage treatment facility, each habitable structure on the premises shall be equipped with sanitary plumbing and toilet facilities connected to a septic system of sufficient size and capacity to meet all requirements, laws and ordinances of any governmental or quasi-governmental entity having jurisdiction. Subject to the approval of the ARC, radio, television, or microwave towers or antennae of not more than one per Lot may be installed.

5.02 MINIMUM FLOOR AREA AND EXTERIOR WALLS. Any single story residence constructed on said Lots must have a ground floor area of not less than 3000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The ARC may grant exceptions to the provisions of this section.

5.03 SETBACKS. No building shall be located on any Lot nearer than 75 feet to the public road furnishing ingress and egress to such Lot. The Lot boundary adjoining said road furnishing ingress and egress shall be considered the front boundary of each said Lot. No building shall be located less than 20 feet from the side boundary of such Lot. For the purpose of this covenant, eaves, 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 any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of paragraph 5.03, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

5.04 RESUBDIVISION OR CONSOLIDATION. None of said Lots shall be subdivided.

5.05 EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement. Any and all culverts installed where a Lot joins a public roadway shall be installed as per the Chisholm Ranch Estates

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Engineering Plan by Lot and Block. Easements for the use of the greenbelt area for recreational purposes are reserved as shown on the recorded plat.

5.06 NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood (as determined by the ARC).

5.07 PROHIBITED RESIDENTIAL USES. No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling house. No garage or barn may be used for rented income.

5.08 SIGNS. No signs or any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

5.09 OIL DEVELOPMENT PROHIBITED. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

5.10 RUBBISH, TRASH AND GARBAGE. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

5.11 ANIMALS. Each Lot owner may keep and maintain on his Lot not more than one horse for each acre, or part thereof, contained in his Lot. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that up to three (3) dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

5.12 TRUCKS, BUSES AND TRAILERS. No truck, bus or trailer shall be left parked in the street in front of any Lot or within the front setback line, for longer than 24 consecutive hours, except for construction and repair equipment in the immediate vicinity while a residence or residences are being built or repaired.

5.13 SHRUBBERY, FENCES OR OTHER OBSTRUCTIONS ON EASEMENT.

There shall be no shrubbery, fences or other obstructions place in any dedicated easement, and full right of ingress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the fight to remove any obstructions that may be placed in such easements that would constitute interference with the use, maintenance, operation or installation of such utility, or enjoyment of the easement.

5.14 PROHIBITED ACTIVITIES. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE SIX

MAINTENANCE / ASSESSMENTS

6.01 MAINTENANCE CHARGE; LIEN TO ENFORCE. The ARC shall impose upon the Owners of the Lots within Chisholm Ranch Estates an annual maintenance charge (the "Maintenance Charge") to be applied toward the cost of construction or repairs, maintenance, repair and operation of the greenbelt areas set aside by easement designated upon the recorded plat thereof, including, but not limited to, expenses related to safety, health, beautification and other aesthetic purposes, lighting, improving and maintaining streets and other public areas, maintenance pursuant to Article Three hereof or any other purpose the ARC shall, in the exercise of its good faith discretion, deem of general benefit or use to the owners and occupants of all Lots. The good faith judgement of the ARC as to any expenditure of such funds shall be final and conclusive. The initial annual change, effective no sooner than August 1, 2005, as to each Lot owner shall not exceed \$150,00 per acre or part thereof, of said owners Lot. By majority vote the ARC may increase the amount of such charges from time to time; provided, however, tha the charges may not be increased by more than 10% over the last change imposed within any 12 month period except by written consent of at lease 75% (by number and not by lot size) of the Lot owners. Such written consent by 75% of the Lot owners shall be binding upon all Lot owners, their successors and assigns. All such changes shall be paid to the ARC c/o Chisholm Ranch Estates, Ltd., 1805 Royal Lane, Suite 103, Dallas, Texas 75229. The obligation to pay any annual Maintenance Charge so imposed and the obligation to reimburse Chisholm Ranch Estates, Ltd. pursuant to Article Three hereof shall constitute a purchase money obligation secured by a lien upon each Lot subject thereto and shall be due and payable annually on the 1<sup>st</sup> day of January of each year, in advance, with the first such payment to be due and payable on the closing of the lot on a pro-rata basis and shall continue for so long as these covenants shall be effective unless reduced or sooner terminated by the ARC by written instrument. Any annual Maintenance Charge or amount due as reimbursed to Chisholm Ranch Estates, Ltd. pursuant to Article Three hereof which is not paid when due shall thereupon become delinquent and shall bear interest at the highest rate allowed by law from the ate it becomes due. In the event Chisholm Ranch Estates, Ltd. refers a delinquent claim hereunder to an attorney for collection, there shall be added to the amount due all reasonable expenses of collection, including reasonable expenses of collection, including reasonable attorney's fees. At the closing of each lot to a third party purchaser, one years Maintenance Charge shall be levied at the closing.

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All liens securing any Maintenance Charge and the amount advanced by Chisholm Ranch Estates, Ltd. pursuant to Article Three hereof shall be and are hereby made subordinate to any lien now or hereafter placed upon any Lot for the purpose of securing indebtedness incurred to purchase or improve such property.

6.02 EFFECT OF NON-PAYMENT OF ASSESSMENT (Maintenance Charge): The Personal Obligation of the Owner; The Lien; Remedies of Association. If any assessment is not paid on the date due, then such assessment shall become delinquent and the entire assessment shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Property which shall bind such Property in the hands of then Owner, the Owner's heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Declarant may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by Texas law, and the Declarant may bring action at law against the Neighborhood Association or the Owner personally obligated to pay the same or foreclose the lien against the Property, and there shall be added to the amount of such assessment reasonable attorneys' fees and costs for preparing and filing the complain in such action, and in the even a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

ARTICLE SEVEN

HOMEOWNERS ASSOCIATION

In the event an association of homeowners within the subdivision is formed, Declarant may, at it's sole option, transfer the duties and powers of the ARC to such association, by filing a written election to such effect in the Deed of Records of Rockwall County, Texas. Thereafter, all the duties and powers of the ARC shall vest int eh Board of Directors of the Homeowners Association. All references herein to the ARC shall, upon the filing by Declarant of the written election described in this paragraph, thereafter be deemed to refer to the Homeowners Association, and the obligations of all Lots owners to the ARC shall thereafter be owed to the Homeowners Association.



ARTICLE EIGHT

ENFORCEMENT OF RULES AND REGULATIONS

8.01 COMPLIANCE BY OWNERS; Initial Rules and Regulations. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Declarant. The following are the "Rules and Regulations" which may be amended, modified or added to from time to time.

A. Residential Use. Chisholm Ranch Estates shall be used for residential living only and for no other purposes. No Residential Unit shall be occupied by more than two (2) persons per bedroom. Notwithstanding anything herein to the contrary, Declarant and any Residential Property Owner shall be entitled to build and maintain sales models with the written consent of Declarant until such time as the last parcel in Chisholm Ranch Estates is developed and sold by the Declarant or other Residential Property Owner.

B. Stored Materials. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure.

C. Weeds and Underbrush. No weeds, underbrush, or other unsightly growths, including unkept lawns, shall be permitted to grow or remain upon the Properties and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event an Owner shall fail or refuse to keep his Residential Property or Residential Unit free of weeds, underbrush, sight obstruction, refuse piles or other unsightly growths or objects, then the Association may enter upon said Property and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass; provided, however, the Owner shall be given ten (10) days' prior notice of such action.

D. Clothes Drying Area. No portion of any of the Properties shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened by fencing or landscaping from view from adjacent property or streets.

E. Drainage. No changes in elevations of Property subject to these restrictions shall be made which will cause undue hardship to adjoining property or be inconsistent with the approved drainage plans for Chisholm Ranch Estates or any part thereof.

F. Underground Wires. No lines or wires for communication of the transmission of electrical current or electromagnetic pulses shall be constructed, placed, or permitted to be placed on Residential Property unless the same shall be underground, or unless specifically permitted in writing by the ARC.

G. Maintenance or Parking Areas, Etc. All setbacks areas, yards, walkways, driveways and parking area and drainage swales shall be maintained and kept in a neat clean condition, free of refuse and debris.

H. Fences. The composition, location, and height of fences and walls must be approved by the ARC prior to installation in accordance with standards and requirements set by the ARC from time to time. The ARC is under no obligation whatsoever to approve any fences.

I. Swimming Pools and Tennis Courts. Any swimming pool, and screening or fencing thereof to be constructed on any Residential Unit shall be subject to the approval and requirements of the ARC, which shall include, but which shall not be limited to the following:

- (i) Above-ground swimming pools will not be allowed;
- (ii) Tennis courts will be allowed;
- (iii) Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations;
- (iv) The location shall be approved by the ARC; and
- (v) All fuel tanks for swimming pools, along with other necessary pools mechanical equipment, shall be shielded from view at ground level by appropriate landscaping or decorative fencing.

J. Pollutants. No Owner shall discharge or allow to be discharged any pollutant, hazardous substance or waste, or toxic material, and in the event of such discharge shall be liable for all cleanup costs incurred in connection therewith.

8.02 ENFORCEMENT. Failure of the Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. Declarant shall have the right to suspend use of Common Areas for any Owner violating these Covenants and Restrictions for a period of time which is the longer of sixty (60) days or the term of continued violation.

8.03 FINES. In addition to all other remedies, in the sole discretion of the Declarant, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to these Declarations provided the following procedures are adhered to:

A. Notice. Association shall notify the Owner of the infraction of infractions and the proposed fine(s) and the proposed date on which such fine(s) shall become final.

B. Hearing. The Owner may petition the Declarant in writing and shall present reasons, in writing, why the fine(s) should not be imposed. A written decision from the Declarant shall be submitted to the Owner not later than twenty-one (21) days. Failure of the

Owner to contest any proposed fine(s) in accordance with these procedures shall constitute a waiver of his rights to further contest such proposed fine(s).

C. Fines. The Board may impose fines against any Violator, which fines shall not exceed Fifty and No/100 Dollar (\$50) per violation per event.

D. Payment of Fines. Fines shall be paid not later than thirty (30) days after notice or the imposition or assessment of the fines.

E. Collection of Fines. Fines shall be treated as a Special Assessment otherwise due, and such will be a lien against the Owner's Residential Property.

F. Application of Fines. All monies received from fines shall be allocated as directed by the Declarant.

G. Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Declarant may otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association or may otherwise be entitled to recover by law from such Owner.

## ARTICLE NINE

### GENERAL PROVISIONS

9.01 ENFORCEMENT. The Declarant, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any subsequent violation of the same or other covenants or restrictions.

9.02 SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

9.03 DURATION AND AMENDMENT. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, The Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 75% (by number not lot size) of the Lots Owners.

9.04 Interpretation. The Declarant shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determinations, construction or interpretation shall be final and binding.

9.05 Indemnification. The homeowners and residents shall indemnify every officer and director of the Declarant and all members of the ARC against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) to which he or she may be a party be reason of being or having been an officer, director, or committee member of the ARC. The officers, directors, committee member and ARC member shall not be liable for any error of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officer and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith.

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ARTICLE TEN

DECLARANT'S RIGHTS

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential Units shall continue within Chisholm ranch Estates, Declarant shall have the following rights described in this Article, and the following restrictions described in this Article shall remain in effect:

(a) No person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without the Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

ARTICLE ELEVEN

INSURANCE AND CASUALTY LOSSES

The Declarant or the ARC, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area.

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EXECUTED this 13<sup>th</sup> day of July, 2005.

Chisholm Ranch Estates, Ltd.  
Noble-Kidd Development

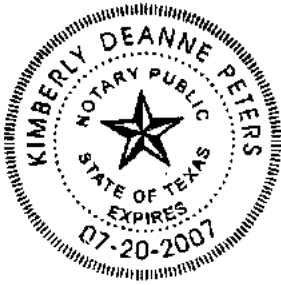
Andrew E. Kidd

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Andrew E. Kidd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13 day of July, 2005.

Kim Peters  
NOTARY PUBLIC  
State of Texas



## Exhibit A

## Legal Description

BEING 220.933 ACRES OF LAND LOCATED IN THE KING LATHAM SURVEY, ABSTRACT No. 733, LOCATED IN ROCKWALL COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO EDDIE BRYAN PIERCE AND WIFE WANDA N. PIERCE, AS RECORDED IN VOLUME 127, PAGE 396, OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN 8 INCH STEEL POST FOUND AT THE WEST CORNER OF SAID EDDIE BRYAN PIERCE TRACT, BEING AN INTERIOR CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JOYCE ANN DAVENPORT, TRUSTEE AS RECORDED IN VOLUME 191, PAGE 61 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS,

THENCE N 40°13'54"E ALONG THE NORTHWEST BOUNDARY LINE OF SAID EDDIE BRYAN PIERCE TRACT AND A SOUTHEAST BOUNDARY LINE OF SAID JOYCE ANN DAVENPORT TRACT, 3,117.70 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY No. 206 (A VARIABLE WIDTH RIGHT-OF-WAY),

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY No. 206 AS FOLLOWS:

S 44°08'03"E, 243.09 FEET TO A 1/2 INCH IRON ROD SET,

S 45°59'47"E, 200.26 FEET TO A 1/2 INCH IRON ROD SET,

S 44°06'03"E, 971.30 FEET TO A 1/2 INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,804.93 FEET, A CENTRAL ANGLE OF 16°34'23" AND A CHORD BEARING S 35°50'48"E, 806.92 FEET TO A 1/2 INCH IRON ROD SET,

S 20°43'08"E, 98.24 FEET TO A 1/2 IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,794.93 FEET, A CENTRAL ANGLE OF 11°45'34" AND A CHORD BEARING S 19°40'50"E, 572.63 FEET TO A 1/2 INCH IRON ROD SET,

S 18°54'10"E, 112.45 FEET TO A 1/2 INCH IRON ROD SET,

S 13°48'03"E, 388.00 FEET TO A 1/2 INCH IRON ROD SET AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY No. 206 AND THE NORTH RIGHT-OF-WAY LINE OF FARM MARKET ROAD No. 548 (A 100 FOOT RIGHT-OF-WAY),

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FARM MARKET ROAD No. 548 AS FOLLOWS:

S 45°28'53"W, 205.26 FEET TO A 1/2 INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT,

SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 768.20 FEET, A CENTRAL ANGLE OF 20°48'50" AND A CHORD BEARING S 65°55'36"W, 276.81 FEET TO A 1/2 IRON ROD SET,

S 45°31'11"W, 1,995.31 FEET TO A 1/2 IRON ROD SET IN THE SOUTHWEST BOUNDARY LINE OF SAID EDDIE BRYAN PIERCE TRACT, BEING THE NORTHEAST BOUNDARY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO DOROTHY LYNN SULLINS, MARTHA WELLS McALLISTER, MARY ELIZABETH AWANESSIAN AND WILLIAM DEWEY SAMUELS, JR., AS RECORDED IN VOLUME 579, PAGE 66 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS,

THENCE N 44°27'21"W ALONG THE SOUTHWEST BOUNDARY LINE OF SAID EDDIE BRYAN PIERCE TRACT AND THE NORTHEAST BOUNDARY LINE OF SAID WILLIAM DEWEY SAMUELS, JR. TRACT, AT 2,269.64 FEET PASS THE NORTH CORNER OF SAID WILLIAM DEWEY SAMUELS, JR. TRACT AND THE MOST SOUTHERLY EAST CORNER OF SAID JOYCE ANN DAVENPORT TRACT, CONTINUING ALONG THE NORTHEAST BOUNDARY LINE OF SAID JOYCE ANN DAVENPORT TRACT IN ALL 3,193.09 FEET TO THE PLACE OF BEGINNING, CONTAINING 220.933

Exhibit B  
**DEED RESTRICTIONS**

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1. Minimum home size of 3,000 square feet of air conditioned space. However, homes of slightly less square footage (up to 10%) may be approved by the Chisholm Ranch Estates Architectural Review Committee (ARC) on a case by case basis.
2. All plans require approval from the ARC. Roof and paint colors require approval from the ARC (no extravagant colors permitted).
3. Exterior wall surface area is required to be 60% masonry (stone, brick, stucco).
4. The roof pitch of all residences shall be at least 6/12.
5. One horse per acre is allowed (rounded up to the next full acre; 1.5 acre lot can have 2 horses). Swine, poultry, sheep, goats, mules and donkeys are prohibited.
6. Fencing is allowed but requires approval from the ARC.
7. Barns and other free standing buildings are allowed but require approval from the ARC.
8. No automobile, truck, or other type of vehicle, regardless of condition or appearance shall remain on any lot in a manner that would be construed as stored, neglected or abandoned.
9. Above ground swimming pools will not be allowed.
10. No portion of any lot shall be used as a drying or hanging area for laundry.
11. Modular housing, manufactured housing or mobile homes are not allowed.
12. No temporary building, tent, shack, tank, or accessory building is allowed.
13. Minimum landscape package: front yard must be sodded or hydromulched and include four trees with 2" minimum caliper.
14. All fireplace chimneys must have masonry surround.
15. Garages must not face the front street.
16. Minimum front building line set back of 75' and minimum side yard set back is 20'. All residences must face the street with a 75' set back.
17. Recreational vehicles and trailers must be in an enclosed building.
18. House construction must be completed within 12 months of start date.
19. The discharge of any pollutant or hazardous substance or waste is prohibited.
20. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot except materials used during the course of construction of any approved structure.

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Filed for Record in:  
Rockwall County

On: Jul 22, 2005 at 10:24A

As a  
Recording

Document Number: 00333273

Amount: 44.00

Receipt Number - 141855

By,  
Francine

STATE OF TEXAS COUNTY OF ROCKWALL

I hereby certify that this instrument was  
filed on the date and time stamped herein by me  
and was duly recorded in the volume and page  
of the named records of:  
Rockwall County  
as stamped herein by me.

Jul 22, 2005

Honorable Paulette Doris, County Clerk  
Rockwall County

This Document has been received by this Office for  
Recording into the Official Public Records. We do  
hereby swear that we do not discriminate due to  
Race, Creed, Color, Sex or National Origin.