

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE LOTS IN GLENHOLLOW ESTATES  
PHASE I AND II  
A RESIDENTIAL PLANNED DEVELOPMENT

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

WHEREAS, STERLING PROJECTS, INC., a Texas corporation (the "Declarant"), is the owner of real property platted as Glenhollow Estates, a 2nd Replat of Midway Creek (Phase I) being 22.8942 acres out of the John B. Martin Survey - Abstract No. 603 and James C. Barrow Survey - Abstract No. 90, City of Plano, Collin County, Texas, according to the plat thereof recorded on April 15, 1988 in Cabinet G, Page 387 of the Map Records of Collin County (the "County"), Texas; and whereas INTERVEST-GLENHOLLOW LTD., a Texas Limited Partnership ("Declarant"), is the owner of real property platted as Glenhollow Estates Phase II, being 24.082 acres out of the James C. Barrow survey – abstract no. 90 and the John B. Martin survey – abstract no. 603, City of Plano (the "City"), Collin County, Texas, according to the plat thereof recorded on November 11, 1992 in cabinet H, Slide 485 of the Map Records of Collin County (the "County"), Texas, said replat being referred to as the "Plat" all of said real property being more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes ("The Properties").

Declarant has subdivided The Properties into single-family lots as shown on the Plat. As used herein, "Lot" and "Lots" shall refer to any numbered plots or tracts shown on the Plat and shall not refer to public areas, parks, esplanades, or tracts owned or subsequently acquired by any public body, or any plot or tract shown as a reserve whether designed as unrestricted or not.

Declarant hereby declares that all of the property described above, including but not limited to the property set forth in Exhibit "A," shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all the Lots in The Properties and for the purpose of enhancing and protecting the value, attractiveness and desirability of said Lots and which shall run with The Properties and shall be binding on all parties having or acquiring any right, title or interest in the above described real property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I

GENERAL

Section 1 – Definition. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- a) "Association" shall mean and refer to the Property Owners Association to be formed by the owners of the Lots in accordance with the terms of this Declaration.

- b) "The Properties" shall mean and refer to the real property (including improvements) described in Section 2 hereof, and additions thereto as are subject to this Declaration or any Supplemental Declaration.
- c) "Common Properties" or "Common Areas" shall mean and refer to those areas of land designated by Declarant or shown on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant and identified thereon as "Common Properties" or "Common Areas." Such areas shall specifically include, but not be limited to, the landscape wall, wall maintenance easement and entrance ways along and abutting Midway Road.
- d) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.
- e) "Declarant" shall mean Sterling Projects, Inc. and/or Glenhollow, Ltd. and their successors and assigns and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder which rights are freely assignable.

Section 2 – Property Subject to Definition. The real property covered by this Declaration is described in Exhibit "A" – Property Description, attached hereto and incorporated herein by reference. All of the properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by any owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth here in the following manner:

- a) If Declarant or any other person, firm or corporation is the owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplementary Declaration, which shall extend the scheme of the covenants and of this Declaration to such property, PROVIDED HOWEVER that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, firm or corporation other than Declarant, the Association, acting through its Board of Directors (the "Board" or the "Board of Directors"), must give written consent thereto.
- b) Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, right and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any renovation, change or addition to the covenants established by this Declaration pertaining to The Properties except as hereinafter provided.

## ARTICLE II

## FORMATION, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 – Formation. The Association shall be formed by the owners of the Lots, who shall file Articles of Incorporation and elect a Board of Directors. After the Association is formed, the business and affairs of the Association shall be conducted and administered in accordance with the terms and provisions of this Declaration and the Association’s bylaws which shall be consistent with the provisions of this Declaration.

Section 2 – Membership. Upon the formation of the Association in accordance with the provisions of Section 1 above, each and every person, persons or legal entity who shall own any lot, tract or parcel of land in The Properties, shall automatically be a member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member.

Section 3 – Voting of Association Members. From and after its formation, each member of the Association shall be entitled to one (1) vote for each one (1) Lot in The Properties owned by each such member. When two (2) or more persons or entities hold an undivided interest in any part of The Properties, all such persons or entities shall be members of the Association, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot in The Properties in which such members own undivided interests. When used herein the phrase “a majority vote of the members of the Association” (or similar phrases) shall mean the vote of a simple arithmetic majority of all of the members of the Association at the time the vote is taken. Proxies will be allowed for all votes of the Association.

### ARTICLE III

#### ASSESSMENTS

Section 1 – Covenants for Assessments. The Declarant for each lot, tract or parcel of land owned by it within The Properties, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) Annual Assessments or charges (as specified in Section 3 hereof); (2) Special Assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided.

Section 2 – Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of The Properties; the improvement, operation, administration, management, preservation and maintenance of the Common Area and any part thereof; the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services for all Lots; and for carrying out the purposes of the Association as stated in its Articles of Incorporation. It is understood that 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 – Annual Budget & Annual Assessments. Each fiscal year while this Declaration is in force, the Board of Directors shall propose an annual budget and set the amount of the Annual

Assessment to be levied for the next year, taking into consideration Association operating costs for the then current year, expected normal increases in such costs over the next year, and additional future needs of the Association, including the establishment and maintenance of an Association reserve fund as provided for herein. The annual budget shall be proposed by the Board at least thirty (30) days prior to the commencement of each fiscal year and shall be approved by vote of the membership as set out in Section 6 hereof. Notwithstanding the above, in the event the Board fails for any reason to propose an annual budget covering the succeeding fiscal year, then and until such time as an annual budget shall have been adopted for such succeeding fiscal year, the annual budget currently in effect shall continue and the Annual Assessment shall be deemed the same as for the current year.

The amount to be paid by each Lot owner shall be determined by the Association upon its adoption of the annual budget for such fiscal year in the following manner:

- a) The aggregate Annual Assessment with respect to any fiscal year shall equal the total amount of the annual budget approved by the Association with respect to such fiscal year; and;
- b) Each Lot owner's pro rata share of the Annual Assessment shall be determined by multiplying the Annual Assessment by a fraction, the numerator of which is the total number of Lots owned by such person or entity and the denominator of which is the total number of Lots located within The Properties.

Should any surplus exist at the end of any year, the Board may, at its own discretion, reduce the amount proposed for the next Annual Assessment. Any Annual Assessment which initially becomes due on a date other than January 1 of any year shall be prorated based upon the number of days remaining in the applicable year.

Section 4 – Special Assessments. In addition to the Annual Assessment authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 6 hereof, levy in any assessment year or years a special assessment (the “Special Assessment”) for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

Section 5 - Vote Required for Increase in Rate of Annual Assessment. The increase in the rate or amount of the Annual Assessment as authorized in Section 3 hereof, must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Written notice shall be construed as any notice given through signs, printed materials or electronic communications to the property owner. It is the responsibility of the property owner to notify the Board of changes in e-mail and electronic communication connection information.

Section 6 – Vote Required for Annual Budget including the Annual Assessment and Special Assessments. The Annual Budget as set forth in Section 3 including the Annual Assessment and any Special Assessment authorized by Section 4 hereof must be approved by a majority of the

total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Written notice shall be construed as any notice given through signs, printed materials or electronic communications to the property owner. It is the responsibility of the property owner to notify the Board of changes in e-mail and electronic communication connection information.

Section 7 – Commencement Date of Annual Assessment. The first Annual Assessment provided for herein shall commence and shall be due in full upon the conveyance of a Lot, upon which a residence has been constructed, to a party or parties purchasing such Lot and residence and shall continue thereafter from year to year.

Section 8 – Due Date of Assessments. From and after the commencement date of Annual Assessments, further Annual Assessments shall become due and payable on March 1, and shall be considered delinquent if not paid by March 15 of each calendar year. The due date and delinquent date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. The Board of Directors may fix by resolution a different due date for payment of the Annual Assessment.

Section 9 – Owner's Personal Obligation for Payment of Assessments. The Annual and Special Assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorneys' fees.

Section 10 – Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 9 hereof and the cost of collection, including attorneys' fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and its heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Collin County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suite against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred.

Section 11 – Common Properties Exempt. All Common Properties and Common Areas as defined in Article I, Section 1c hereof, and any common properties of any other association designated on any recorded plat filed by Declarant, and all portions of The Properties owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

## ARTICLE IV

### ARCHITECTURAL REVIEW COMMITTEE

Section 1 - Designation of Committee. From and after its formation, the Association shall have an Architectural Review Committee, the Chairman of which shall be voted on by the membership and who shall be an Officer of the Board. The remaining members shall be appointed by the Board and may be removed by the Board of Directors without cause. After formation of the Association, the Board of Directors shall have the exclusive right and power at any time and from time to time create and fill vacancies on the Architectural Review Committee.

Section 2 - Function of Architectural Review Committee. No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Architectural Review Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Review Committee shall be final, conclusive, and binding upon the applicant.

Section 3 - Content of Plans and Specifications. The plans and specifications to be so submitted and approved shall include the following:

- a) A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls.
- b) Exterior elevations
- c) Exterior materials, colors, textures and shapes.
- d) Structural design.
- e) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- f) Parking area and driveway plan.
- g) Screening, including size, location and method.
- h) Utility connections.

Section 4 - Definition of "Improvement." Improvement shall mean and include all buildings and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, driveways, swimming pools, tennis courts, signs, and changes in any exterior color or shape. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practices and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

Section 5 - Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

Section 6 - Failure of The Committee to Act. If the Architectural Review Committee fails to approve or disapprove such plans and specifications or to reject them as being inadequate within sixty (60) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications. Failure by property owner to submit plans for review and approval by the Architectural Review Committee does not preclude power of the Architectural Review Committee or the Board of Directors to take any necessary actions against property owner to correct property owner actions to fit in accordance with the guidelines and covenants.

Section 7 - Limitation of Liability. Neither the Declarant, the Association, the Architectural Review Committee nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

## ARTICLE V

### PROTECTIVE COVENANTS RESTRICTION ON CONSTRUCTION OF IMPROVEMENTS AND USE OF THE PROPERTIES

Section 1 - Residential Use. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per Lot, which residence may not exceed two and one-half (2-1/2) stories in height, and private garage as provided below. Any residence constructed on said Lots must have a livable floor area of not less than 2,000 square feet, exclusive of open or screened porches, attics, terraces, patios, driveways and garages. The exterior walls of any residence shall consist of not less than 85% masonry construction on the first floor, exclusive of windows and doors.

Section 2 – Single Family Use. Each residence may be occupied by only family members consisting of persons related by blood, adoption or marriage or not more than two unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 3 – Garages. Each residence shall have an attached garage suitable for parking not less than two (2) standard size automobiles, which garage conforms in design and materials with the main structure.

Section 4 - Restrictions on Resubdivision. None of the Lots shall be divided into smaller lots.

Section 5 – Driveways. All driveways shall be surfaced with concrete.

Section 6 – Uses Specifically Prohibited.

- a) Trucks, buses, trailers or any other vehicle with tonnage in excess of three-quarters of a ton and any vehicle containing printing of any type, whether for advertisement purposes or otherwise, shall not be permitted to park overnight within The Properties, except those used by a builder during the construction of improvements.
- b) No vehicle of any size which transports inflammatory or explosive cargo may be kept in The Properties at any time.
- c) No recreational vehicles, boats, or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in good operational condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. All vehicles, boats or similar equipment must be parked or stored on paved driveways or surfaces, subject to the above stated restrictions.
- d) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling house; provided, however, any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.
- e) No oil or gas drilling, oil or gas development operation, refining, quarrying, or mining operations of any kind shall be permitted in The Properties, nor shall oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any part of The Properties. No derrick or other structure designed for use in quarrying the boring of oil, natural gas or other minerals shall be erected, maintained or permitted within The Properties.
- f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in The Properties except dogs, cats or other household pets which may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. No person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, or any other animals which may interfere with the quietude, health or safety of the community. No more than four (4) pets of any kind will be permitted on each Lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is a pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification and evidence that all inoculations requirements of the City, County and State have been met.

- g) No Lot or other area in The Properties shall be used as a dumping ground for rubbish. Trash, garbage, grass and tree/shrub clippings or other waste shall be kept in sanitary containers in appropriate locations and such containers shall be situated, enclosed, screened or otherwise secured in a manner so as not to be accessible to stray animals or visible from any residential street, private drive or adjacent lot. Materials incident to construction of improvements may be temporarily stored on I Lots during construction so long as construction progresses without undue delay.
- h) No individual water supply system shall be permitted in The Properties or on any Lot.

NOTE: Rain barrels ok with restrictions (see Bylaws Art XV, sec b ii)

- i) No individual sewage disposal system shall be permitted in The Properties or any Lot.
- j) No garage, garage house, mobile home, or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied or located in The Properties by any owner, tenant or other person prior to the erection of a residence.
- k) No air-conditioning apparatus or evaporative cooler shall be installed in front of a residence on any Lot, nor shall same be attached to any front wall or window of a residence on any Lot. All utility meters, equipment air-conditioning compressors, air-conditioning and heating units and similar items placed on any Lot must (to the extent reasonably practicable) be visually screened from the street and adjoining Lots. NOTE: Thermal heating & cooling systems, swimming pool installation equipment, and landscaping equipment ok.
- l) All antennas or any other electronic or satellite communication equipment, including any type of parabolic reflector, satellite dish or other high gain antenna system(s) or structures that are greater than one meter in diameter must be located within the attic of the residence or visually screened from the street and adjoining Lots.
- m) No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within The Properties, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this paragraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in The Properties is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as, but not limited to, tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowner's use and enjoyment of their residences and yards.
- n) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance at a

sufficient height to prevent obstruction of such sight lines.

- o) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.
- p) Within easements on each Lot, no structures, plantings or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.
- q) The general grading, slope and drainage plat of a Lot may not be altered by more than six (6) inches without prior written approval of the City and other appropriate agencies having authority to grant such approval.
- r) No sign of any kind shall be displayed in public view on any Lot except the following:
  - i. One (1) professional sign of not more than five (5) square feet advertising the property for sale only, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period;
  - ii. One (1) professional sign of not more than five (5) square feet advertising the professional contractor during period of approved home/property improvement;
  - iii. One (1) Professional sign of not more than one (1) square foot advertising personal home security on the property;
  - iv. One (1) "No Soliciting" sign, compliant with Plano City Ordinances;
  - v. Temporary signs for Garage Sale. All signs for garage sales may only be presented starting on first day of sale, must be removed on last day of sale, and may only be placed for a maximum of 72 hours;
  - vi. Award (Yard of the Month) or Announcement signs placed by Property Owners Association;
  - vii. Seasonal/Scholastic "Spirit" signs of not more than five (5) square feet;

All other signs must be presented to, and receive approval of, the Association prior to posting. The Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. Any sign posting without approval will be subject to removal and fines, including liens on property.
- s) The drying of clothes in full public view is prohibited in The Properties. The owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incidental to normal residences, such as clothes drying equipment, yard equipment and storage piles.

- t) Except within fireplaces, in the main residential dwelling and except for outdoor cooking or chimineas, no burning of anything shall be permitted anywhere within The Properties.
- u) No carport shall be permitted on a Lot.
- v) All fences shall be constructed of wood, stone or masonry. All fences shall be a maximum of eight (8) feet in height above the grade of the property. All fences constructed of wood pickets shall be of the flat picket design and should be preserved with natural or earth tone colors. The flat side shall face the front or visible side of each residence. If poles are visible to the front, or visible side in the case of corner lots, the poles must be covered by pickets, stone or masonry consistent with the materials of the fence.
- w) No abandoned, derelict or inoperative vehicles may be stored or located on any Lot unless visually screened from other Lots and from any residential street.
- x) Any personal sale of items (“Garage Sales”) must be confined to the garage and driveway within the property. Any such sale may not utilize the lawn or common areas adjacent to property or anywhere within the Properties.
- y) The provisions of all zoning ordinances and building codes affecting all or any part of The Properties and/or Lot(s) and in effect as of the date of this document shall be complied with, whether or not they are specifically addressed in the foregoing.

Section 7 – Sidewalks. All sidewalks shall conform to City specifications and regulations.

Section 8 – Mailboxes. Mailboxes shall be constructed of brick, masonry or other material and shall be of standardized construction and appearance similar to other mailboxes in The Properties. Mailboxes shall be arranged as gang boxes if so required by the Postal Service.

Section 9 - Commencement of Construction. Each residence constructed on each Lot and any other improvements thereto shall be commenced and completed with due diligence.

Section 10 – Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in The Properties whether upon individual Lots, easements, streets, or rights-of-ways of any type, either by the utility company or any other person or entity, including, but not limited any person owning or acquiring any part of The Properties, and all utility service facilities (including but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility. Other utilities such as solar cells and wind electrical generating devices connected to the City Franchised utilities must be IAW state and city statutes compliant and shielded from the street view.

## ARTICLE VI

### MAINTENANCE

Section 1 – Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. The Association reserves the right to make changes in additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot. Association shall have no affirmative obligation to maintain said easements.

Section 2 – Recorded Plat. All dedications, limitations, restrictions and reservations shown on the plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying Lots in The Properties, whether specifically referred to therein or not.

Section 3 – Lot Maintenance. The owner and occupant of each Lot or any part of The Properties shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon his property. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above more than the bottom 1/3 of any window, or to completely obstruct any window. If after ten (10) days' prior written notice, an owner of a Lot shall fail to: (a) control weeds, grass and/or other unsightly growth, (b) remove trash, rubble, building and construction debris, (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition, or (d) otherwise satisfy the aforesaid maintenance requirements, then the Association shall have the authority and right to assess and collect from the owner of said Lot the amount so expended by Association in connection with mowing, cleaning or maintenance.

Section 4 – Maintenance of Improvements. The Owner and Occupant of each Lot or any part of The Properties shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in first class condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roof, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 5 – Enforcement. If, in the opinion of the Association, any such owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The owners and occupants (including lessees) of any part of The Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from

the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that portion of The Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, Section 10 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

## ARTICLE VII

### COMMON PROPERTIES

Section 1 – Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties.

Section 2 – Tide to Common Properties. Declarant shall convey ownership of the Common Properties to the Association which shall be responsible for their operation and maintenance, within five (5) years after their designation as such in accordance with Article I, Section 1c above.

Section 3 – Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Properties.
- b) The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- c) The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof.
- d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure.
- e) The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any assessment levied under Article III hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

Section 1 – Duration. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including January 1, 2119, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modification thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 2 – Enforcement. The Association and/or the owner of any Lot in The Properties shall have easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every Lot in The Properties, together with the right to bring suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each Lot in The Properties, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each Lot and to apply to all other lots in The Properties whether owned by the undersigned, its successors and assigns, or others. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights created herein are unique and enforceable by specific performance.

Section 3 – Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 4 – Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 5 – Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of The Properties, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in The Properties and the same shall inure to the benefit of owners of land in The Properties and Declarant, its successors and assigns. This instrument, when executed, shall be filed of record in the Deed Records of the County so that each and every owner or purchaser of any portion of The Properties is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 6 – Responsibility of Declarant. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners other than the Declarant.

Section 7 – Caption. Captions are for convenience only and shall have no effect in the construction of this instrument.

EXHIBIT "A" – PROPERTY DESCRIPTION

All the real property platted as Glenhollow Estates, a 2nd Replat of Midway Creek (Phase I) being 22.8942 acres out of the John 13. Martin Survey - Abstract No. 603 and James C. Barrow Survey - Abstract No. 90, City of Plano, Collin County, Texas, according to the plat thereof recorded on April 15, 1988, in Cabinet G, Page 387 of the Map Records of Collin County, Texas; plus

All the real property situated in the James C. Barrow Survey, Abstract No. 90 and the John B. Martin Survey, Abstract No. 603 in the City of Plano, Collin County, Texas, and being out of an 88.2985 acre tract as described in a Special Warranty Deed to Sterling Projects, Inc. as recorded in Volume 2153, Page 393, Land Records, Collin County, Texas and being more particularly described as follows:

Beginning at an iron rod for corner at the intersection of the south line of Glenhollow Drive (a variable width right of way) with the east line of Midway Road (a 110 foot right of way);

Thence along the said south line of Glenhollow Drive the following courses and distances:

North 44 degrees 41 minutes 37 seconds East, 52.38 feet to an iron rod for corner;

Thence North 89 degrees 45 minutes 00 seconds East 165.00 feet to an "x" cut for corner;

Thence North 0 degrees 15 minutes 00 seconds West, 5.00 feet to an iron rod for corner;

Thence North 84 degrees 10 minutes 43 seconds East, 51.50 feet to an iron rod for corner, and being in a curve to the left running in an Easterly direction and having a central angle of 43 degrees 00 minutes 37 seconds, a radius of 600.00 feet and a chord bearing of North 68 degrees 14 minutes 42 seconds East;

Thence along said curve 450.40 feet to the end of said curve, an iron rod for corner, and being the beginning of a curve to the right having a central angle of 43 degrees 10 minutes 16 seconds, a radius of 315.00 feet and a chord bearing of North 68 degrees 19 minutes 31 seconds East;

Thence along said curve 237.34 feet to the end of said curve, an iron rod for corner;

Thence North 89 degrees 54 minutes 39 seconds East, 349.57 feet to an iron rod for corner;

Thence South 0 degrees 40 minutes 33 seconds East, 960.01 feet leaving the said south line of Glenhollow Drive to an iron rod for corner;

Thence South 89 degrees 54 minutes 39 seconds West, 1295.0 feet to an iron rod for corner on the said east line of Midway Road;

Thence along said east line of Midway Road the following courses and distances;

North 0 degrees 15 minutes 00 seconds West, 67.18 feet to an iron rod for corner, and being the beginning of a curve to the right having a central angle of 11 degrees 11 minutes 25 seconds a radius of 945.00 feet and a chord bearing of North 5 degrees 20 minutes 43 seconds East;

Thence along said curve 184.57 feet to the end of said curve, an iron rod for corner;

Thence North 10 degrees 56 minutes 25 seconds East, 113.25 feet to an iron rod for corner, and being the beginning of a curve to the left having a central angle of 11 degrees 11 minutes 25 seconds a radius of 1055.0 feet and a chord bearing of North 5 degrees 20 minutes 42 seconds East;

Thence along said curve 206.05 feet to the end of said curve, an iron rod for corner;

Thence North 0 degrees 15 minutes 00 seconds West, 97.93 feet to the Point Of Beginning and Containing 24.082 acres (1,049,009 square feet) of land, more or less.

Signatures, Stamps, Seals, Dates need to continue here.