

## SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into between Durham Park Association (the "**Association**"), and Amy Calhoun ("**Calhoun**"), owner and operator of Windy Hill Ranch ("**Windy Hill Ranch**"). The Association and the Calhoun shall be hereafter collectively referred to as the "**Parties.**" This settlement agreement shall hereinafter be referred to as the "**Agreement.**"

### **BACKGROUND**

A. Amy Calhoun has been operating a commercial horse ranch, Windy Hill Ranch, on her Property at 133 Deer Trail, Liberty Hill, Texas 78642 (the "**Property**"), which is subject to the Durham Park restrictive covenant regime.

B. The Association is responsible for and has the authority to enforce the restrictive covenants.

C. The operation of Windy Hill Ranch has driven an excess of traffic to the Property, including cars and horse trailers, and has prompted complaints of manure smell, in violation of the Durham Park restrictive covenant regime.

D. By signing this agreement, Amy Calhoun certifies that she has the capacity to bind Windy Hill Ranch and any associated entities to the terms of this agreement, and that she intends to do so.

D. The Parties now wish to resolve this issue in a way that allows Windy Hill Ranch to continue operation if possible. This agreement is intended to memorialize the

terms by which the Parties wish to resolve this issue.

### **TERMS AND CONDITIONS**

1. **Ranch Permitted Subject to Conditions.** The Association will not take further enforcement action toward the operation of Windy Hill Ranch so long as Calhoun and Windy Hill Ranch remain in compliance with the terms of this agreement.

2. **Cowboy Church.** Amy Calhoun and Windy Hill Ranch shall continue to maintain a membership at the Cowboy Church for so long as the Cowboy Church offers the membership. Windy Hill Ranch will make every attempt to conduct lessons at the church arena, but there are times the arena is closed due to events or weather that may prohibit Windy Hill Ranch from using it at certain times.

3. **Horses.** Windy Hill has reduced the number of horses they own as a good will gesture and intend to pasture many of their horses on neighbor's property during the day to help eliminate the amount of waste on their property.

4. **Cul-de-Sac Parking.** Clients of Calhoun or Windy Hill Ranch shall make every attempt to not park any vehicles in the cul-de-sac on Deer Trail. If there is a need to park in the cul-de-sac, it will be done so legally.

5. **Continued Cooperation.** Calhoun and Windy Hill Ranch shall continue to cooperate with the Association's reasonable requests to minimize the impact of the horse ranch on the Durham Park Community.

6. **Enforcement Rights Reserved.** The permission granted in this agreement is

limited to the scope, character, nature, and location of the existing use of the Property at the time of this agreement. Any material changes to the scope, character, or nature of the Property's use as a horse ranch exceeds the scope of the permission granted herein, and the Association reserves the right to enforce the restrictive covenants in such case. This agreement shall not be construed as creating any right in any person or entity not named herein, nor any right to use any property not identified herein, to operate a horse ranch within the Durham Park Subdivision.

7. **Binding Agreement.** It is understood that all parties have each carefully read this Settlement Agreement and each had opportunity to discuss this Agreement with counsel of its own choosing. The parties further agree that the terms of this Agreement bind the parties hereto, and that this Agreement shall be binding both in the United States and throughout Europe.

8. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by all Parties.

9. **No Oral Modification.** Any modification or amendment of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be effective only if placed in writing and signed by both Parties or by authorized

representatives of each party.

10. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

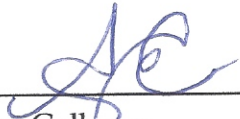
11. **Waiver.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas.

SIGNED the 1 day of <sup>NOV</sup> ~~Oct.~~, 2021. <sup>AC</sup>

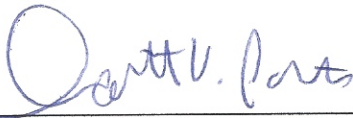
**AMY CALHOUN**

By:

  
\_\_\_\_\_  
Amy Calhoun  
Windy Hill Ranch

**DURHAM PAR ASSOCIATION**

By:

  
\_\_\_\_\_

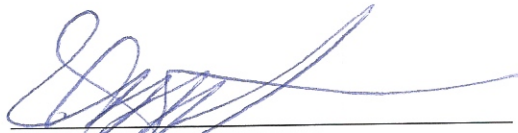
# NOTARY ACKNOWLEDGMENT

State of Texas }

County of Williamson }

Before me, Jennifer Krause, on this day personally appeared Amy Calhoun, and Scott Porter, known to me to be the persons whose names are subscribed to the foregoing Settlement Agreement and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of November 1 2021.



Notary Public

Print Jennifer Elizabeth Krause

My commission expires: 2-12-2023

(Seal)

