

1991 AMENDMENT

of the

COVENANTS AND RESTRICTIONS

ON AND FOR

CUSTER CREEK FARMS ADDITION, PHASE I, II, III

THE STATE OF TEXAS)

COUNTY OF COLLIN)

KNOW ALL MEN THESE PRESENTS:

That, the Owners of a majority of those Tracts of Land (Real Property) in Collin County, Texas, fully described as Lots 1 through 20 Custer Creek Farms, Phase I, an Addition to the City of Frisco, as shown in Volume B, page 222, Map and Plat Records of Collin County, Texas, Lots 21 through 41 Custer Creek Farms, Phase II an Addition to the City of Frisco, as shown in Volume B, page 248, Map and Plat Records of Collin County, Texas, Lots 1 through 61 Custer Creek Farms, Phase III, an Addition to the City of Frisco, as shown in Volume B, page 374, Map and Plat Records of Collin County, Texas, do hereby restrict said property (as authorized by the last part of the third introductory paragraph on page 1 of the Covenants and Restrictions on and for Custer Creek Farms Addition, Phase I, filed for record in the Deed Records of Collin County, Texas, in Volume 1136, page 813, and authorized by the last part of the third introductory paragraph on page 1 of the Covenants and Restrictions on and for Custer Creek Farms Addition, Phase II, filed for record in the Deed Records of Collin County, Texas, in Volume 1143, page 233, and authorized by the last part of the third introductory paragraph on page 1 of the Covenants and Restrictions on and for Custer Creek Farms Addition, Phase III, filed for record in the Deed Records of Collin County, Texas, in Volume 1196, page 419) as herein set out, which Restrictions shall be binding upon all the owners or purchasers of lots in said Additions, their heirs, executors, or assigns.

This Amendment to the Covenants and Restrictions of Phase I, II, III specifically describes changes to the existing Covenants and Restrictions of Phase I, II, III. This Amendment applies to any and all new buildings, homes, construction, or any property improvements governed by these Covenants and Restrictions, which occur after the date of the legal filing of the Amendment. For buildings, homes, construction, or any property improvement existing prior to the legal filing of this Amendment, those situations are governed by Covenants and Restrictions in effect prior to this Amendment.

The following identified Article 9 shall replace the Article 9 currently contained in the Covenants and Restrictions of Phase I, II, III. Unless specifically amended herein, the Covenants and Restrictions shall remain in effect unchanged.

9. All fencing material must be approved in writing by the Architectural Committee (referred to in the By-laws of Custer Creek Homeowners Association as "Planning and Development".) Approved materials are wood, brick, stone, and wrought iron. All fencing must be painted and/or maintained. Specifically, chain link fences, barbed wire, stranded wire of any kind, and welded wire are prohibited, unless faced with fencing of materials approved in this Article 9, constructed in compliance with this Article 9, and approved by the Architectural Committee.

Any fencing, the highest point of which exceeds 54" (inches) from the ground perpendicular to it, is prohibited. Any fencing, the highest point of which is 54" (inches) or less from the ground perpendicular to it, and not otherwise specifically prohibited in this Article 9 must be constructed such that the width of any member of the fencing which is vertical shall be equal or less than the space existing between it and the next immediately adjacent vertical member of such fencing, and the height of any member of the fencing which is horizontal shall be equal or less than the space existing between it and the next immediately adjacent horizontal member of such fence, unless otherwise approved by the Architectural Committee.

Covenants and Restrictions

These covenants, conditions, easements and liens shall govern the use of said property and shall be binding upon the purchaser of said land, tracts or subdivisions thereof and to the heirs, assigns, successors or personal representative(s) of said purchaser or purchasers until January 1, A.D. 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) yeas unless by a vote of the majority of the then owners of the land it is agreed to change said covenants in whole or in part, provided, however, that any covenant, condition, easements, or lien may be changed or deleted in whole or in part at any time by a majority vote of the owners of the land.

1,a. The Architectural Committee (being one and the same as the Planning and Development Committee described in the By-laws of the Custer Creek Homeowners Association)) shall review prior to approval and granting of building permits, any and all plans and specifications for building construction within Phase I, II, & III of Custer Creek Restrictions which apply at that time or to grant variance approval as is appropriate to the conditions in question. All cases of recommended variance by the Architectural Committee must be approved by a minimum of three members of the Architectural Committee in order to be considered by the Board of Directors of the Custer Creek Homeowners Association or by the majority of the lot owners.

Any and all variance from the then current Covenants and Restrictions shall first be compared against the appropriate State of Texas, Collin County, and City of Frisco requirements and restrictions, and in no case shall variance be granted which is in conflict with these overriding authorities. In all cases of recommended variance from the then current Covenants and Restrictions, approval is required by a majority vote of the Board of Directors of the Homeowners Association or by a majority of the owners of the property. Variance requests must be in writing and requires written signatures for approval, and in no cases will elapsed time be grounds for approval, nor will approval be unreasonably withheld. All approved variance requests shall remain a part of the permanent record and shall be kept with the plans, specifications, and plot plans pertaining to the lot in question.

1,b. Architectural Committee: No building shall be erected, placed, or altered on any building plot in this subdivision until two complete sets of building plans and specifications and two plot plans of the location showing drainage for lot, and location of such building shall have been delivered to the Architectural Committee designated as hereinafter provided, and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee and the second copy shall be redelivered to the owner of the lot with the approval of the Architectural Committee appropriately endorsed thereon. The undersigned owner shall

have authority to appoint the Architectural Committee and to remove without cause any person serving on the Architectural Committee. The Architectural Committee shall consist of not less than three nor more than five members, and owner shall have the authority to fill any vacancies in the Architectural Committee. The Architectural Committee is authorized to delegate to one or more representatives the authority to perform the duties of the Architectural Committee as set forth therein. In the event that the Architectural Committee should at any time fail or refuse to appoint a successor Committee, the owners of the majority of the lots included within said subdivision, as determined on a front footage basis, shall have the right to elect or appoint, from time to time, a successor Architectural Committee. In the event the Architectural Committee or its designated representative fails to approve or disapprove any building plans, specifications and plot plans within 30 days after the same are submitted to it, and if all terms contained in the restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans, specifications and plot plan. The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

2. Except as to private garages, servants' quarters, and a barn, no building may be erected or altered on such tract except a detached single-family dwelling not over two stories in height.

No temporary structure, mobile home trailer, camper, tent, garage or barn or other building other than the main building may be used as a temporary or permanent residence. Tractors and farm implements must be kept in a permanent structure.

3. No dwelling shall be erected on the tract except brick, stone, plate glass, brick-veneer, rough cedar or redwood, and the above materials shall constitute not less than 75 per cent of the outside walls of the dwelling.

All outbuildings, including barns, garages, etc., shall also adhere to the above mentioned materials. Walls and roofs consisting of sheet-iron or other similar materials may not be erected. No old or previously occupied houses may be moved into or on any lot. Once construction commences, the structure must be completed within 9 months unless extended by Architectural Committee.

4. Any dwelling constructed on this tract shall contain a minimum of 2400 square feet of air-conditioned living area for a single-story residence. Two-story residences must contain a minimum of 2800 square feet of air-conditioned living area. There is no provision for one and one-half story residences.

5. No structure of any type shall be erected on the tract nearer to a street than 100 feet from its (the street) centerline. No structure other than a dwelling shall be erected on the tract closer than 100 feet to the centerline line of Custer Creek. Any deviation must be approved in writing by the Architectural Committee.

6. No septic and no lateral thereof shall be installed by any company not approved by the State Health Department, and any such septic and laterals shall be installed so as to cause minimal harm to the tract, and no pollution to Custer Creek, to any branch thereof, or to any property not included within this tract.

7. Offensive Activities: No noxious or offensive activity of any kind whatsoever shall be carried on upon said property, nor shall there be permitted any act thereon that may be or become an annoyance or nuisance to the owners or occupants of portions of said property.

8. No signs may be erected on the property except one "for sale" sign not more than five feet square, or during the building, one sign of the architect and/or builder.

9. All fencing materials must be approved in writing by the Architectural Committee (referred to in the By-laws of the Custer Creek Homeowners Association as "Planning and Development".) Suggested materials are posts of wood, brick, or stone, and rails of wood or other approved material. All fencing must be painted and/or maintained. Specifically, chain link fences, barbed wire, strand wire of any kind, and welded wire are prohibited, unless faced with fencing as suggested in this Article and approved by the Architectural Committee.

10. Garbage – Weeds: Unless otherwise expressly permitted by the Architectural Committee, garbage containers shall be placed so as to not be visible from the street or any residential lot. Owners of lots, whether built on or not must keep the lot free of weeds and debris. If at any time, owner of any residential lot shall fail to control weeds, unsightly growth, and debris that is on the lot, the Architectural Committee as described herein or its assigns, after 30 days written notification, shall have the right to go on said lot, mow, and clean and bill the owner of record for charges. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment together with such interest thereof and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such lot at the time when the assessment occurred. Each and every owner of any lot within this subdivision, by the acceptance of a deed or other conveyance of such lot shall be deemed to covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and interior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

11. No house or building may be constructed fronting Farm Road 2478 and there shall be no access to said property from Farm Road 2478 other than that provided by the road shown on said plat of Custer Creek Farms, Phase I, II, and III.

12. All driveways connecting to the road must be made of concrete construction. Culverts may be used to provide easy access to property and to aid in good drainage of said property. All proposed culverts must be submitted to the Architectural Committee prior to construction for approval. All material must be of first grade quality and culverts must have a finished look when completed. All excess pipe must be trimmed and the culvert faced with either cement, rock, or brick.

13. There will be no parking allowed in the road or in the right-of-way.

14. No tract purchased from owner may be subdivided into small tracts.

15. No antenna may be erected except for TV reception.

16. No vehicle shall be permitted to remain on the premises without current license plates, for a period of time in excess of ten days. Farm or garden type machines are not in this category of licensed vehicles. No tract shall become a junk yard or accumulate junk. A junk yard shall be construed to be such when determined by the Architectural Committee.

17. Only one large livestock animal will be permitted on any tract unless said tract is over 2 acres in size, then one additional animal for each additional full acre will be permitted. Under no circumstances will swine be permitted. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any tract except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. All animals and livestock must be kept within adequate fencing.

18. If any condition, covenants or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by judgment or other of a court or 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.

19. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of (and is binding upon) the Grantor, the Grantee, their heirs and assigns.

TESTAMENT OF ACCURACY

This and the preceding six (6) pages constitute a true and accurate statement of the 1990 AMENDMENTS to the COVENANTS AND RESTRICTIONS which govern CUSTER CREEK FARMS, ADDITION I, II, AND III. At the time of filing, fifty-seven (57) pages (ballots) representing a majority of the owners of Tracts of Land for each of the Phases I, II, and III, who are in full and complete agreement with this Amendment were attached, as is authorized in the last part of the third introductory paragraph of the Covenants & Restrictions which govern each of the three phases of the development. Attached ballots: