

EXHIBIT "B"
REVISED
WELLINGTON AT PRESTON MEADOWS PHASE II

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. The Property (as set forth in Exhibit "A" hereto) and all lots platted on the Property ("Lot" or "Lots") shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on the Property or on any Lot other than one detached single-family residence ("Residence") per Lot not exceeding two stories in height, exclusive of attics, and a private garage as provided below. Each Residence shall be constructed in conformance with City of Plano, Texas, and acceptable market standards, subject to the right of the Architectural Committee (hereafter defined) to approve variations from such standards so as to develop the Subdivision in an architecturally cohesive manner.

Section 1.2 Single-Family Use. Each Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage Required. Each Residence shall have a two or more car garage conforming with then-applicable City of Plano, Texas (the "City") zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. Garage locations must be approved in writing by the Committee prior to commencement of construction.

Section 1.4 Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All rear entry driveways shall be surfaced with concrete or similar substance approved by the Committee. All front entry driveways shall be surfaced with pavers brick, patterned concrete, exposed aggregate or substance approved by the Architectural Committee.

On Lots where the primary or only access to the garage is from the street, homes shall not be constructed in a manner which allows the garage door to face the street.

Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street or alley) shall be permitted on any Lot, except that a builder or contractor may have temporary improvements (such as a sales office and/or a construction trailer) on a Lot during construction of the Residence on that Lot. No building material of any kind or character shall be placed or stored upon a Lot until the owner thereof is ready to commence construction of improvements and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be

erected during construction so long as construction progresses without undue delay.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property unless concealed within a garage, except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(e) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition, 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.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any of the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, and no oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets 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. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on any part of the Property cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than four pets 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 the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.

(i) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material

shall be kept in clean and sanitary condition. All containers and other facilities for truck disposal must be located and screened in a manner approved by the Committee.

(j) No individual water supply system shall be permitted on the Property.

(k) No individual sewage disposal shall be permitted on the Property.

(l) No air-conditioning or solar heating apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence that can be viewed from the street adjacent to the Residence. No air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of the Residence.

(m) Except with the written permission of the Committee, no antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted on this Property except for antennas for AM or FM radio reception and UHF or VHF television reception. All antennas shall be located inside the attic of the main residential structure, except that, with the written permission of the Committee, one antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five feet, and one satellite disc or other similar instrument or structure may be placed in the backyard so long as it is completely screened from view from any street, alley, park or other public area.

(n) 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 on the Property which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of residence as a sales office until such builder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a Residence for quiet, inoffensive activities such as 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.

(o) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six 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 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 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 of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) 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.

(q) Within easements on each Lot, no structures, planting or materials which 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.

(r) After declarant has graded the Lot, the general grading, slope and drainage plan of a Lot may not be altered without the approval of the Declarant and other appropriate agencies having authority to grant such approval.

(s) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five feet square feet advertising the property for rent or sale or signs used by a builder or Declarant to advertise the Property during the development, construction and sales periods. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(t) The drying of clothes in full public view is prohibited. The owners and occupants of any Lots at the intersections of streets or adjacent greenbelts or other facilities where the rear yard is visible to full public view or view of adjacent homeowners, shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(u) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(v) All exterior mechanical equipment, including, but not limited to, HVAC equipment, shall be located on the side or rear yard of each Lot.

(w) No gas meter shall be set nearer the street than the front or side of the dwelling unless the meter is designed for and installed underground.

Section 1.7 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 2200 square feet for a single story residence and 2700 for a 2-story residence.

Section 1.8 Building Materials. The front wall area of each building constructed on a Lot, including the chimney facing material, shall be not less than 100% brick, brick veneer, stone, stone veneer or other masonry material approved by the Committee. The total exterior wall area of each building constructed on a Lot, shall be not less than 75% (or a higher percentage if required by the City) brick, brick veneer, stone, stone veneer or other masonry material approved by the Committee. The chimney facing material shall be 100% brick, brick veneer, stone, stone veneer or other masonry material approved by the Committee when the fireplace is located on an exterior wall. Any residential structure with an exterior wall that faces Legacy Drive, Colonnade Drive or the Drainage and Floodway Easement that runs east-west from Archgate Drive shall be required to have the exterior wall that faces Legacy Drive, Colonnade Drive or the east-west Drainage and Floodway Easement to be constructed of 100% brick, brick veneer, stone, stone veneer or other masonry material as approved by the Committee.

Section 1.9 Setback Restrictions. No dwelling shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the Approved Plat or required by the City, whichever is greater.

Section 1.10 Fences and Walls. Any fence or wall (other than the wall referenced in Section 4.2 below) must be con-

structed of masonry, brick, wood, iron or other material approved by the Committee. No fence or wall shall be permitted to extend nearer to any street abutting the front Lot line than the front building line of any Residence. Fences or walls erected by the Declarant shall become the property of the owner of the Lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. Any fence or brick wall which is not located on a designated platted lot shall be maintained by the Wellington at Preston Meadow Homeowners Association of Plano. Brick walls designated on Lots 1 and 10 of Block D, Lots 1 and 2 of Block B, Lot 12 of Block A, and Lot 19 of Block C shall be constructed by the lot owner of materials and design as specified by the Declarant in a manner consistent with community design standards. The Committee shall promulgate the materials and design standards for the rear fence or wall for Lots 13, 14, and 16-19, Block C and Lots 4-12, Block A. No portion of any fence or wall shall extend more than eight feet in height. On any lot abutting the east-west Drainage and Floodway Easement the rear fence or side fence within 30 feet of the east-west Drainage and Floodway Easement shall be constructed of no more than fifty percent (50%) of solid materials.

Section 1.11 Sidewalks. All sidewalks shall conform to the City specifications and regulations.

Section 1.12 Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee.

Section 1.13 Roofs. No roof on any house constructed on any Lot shall have less than a 5'/12' roof slope, and the material shall be thick butt composition shingles, wood shake or other material approved by the Committee.

Section 1.14 Lighting. Declarant shall provide lighting conforming to City standards for all streets and parking areas established as part of development of the Property.

ARTICLE II

ARCHITECTURAL CONTROL

Section 2.1 Appointment and Removal. Declarant shall designate and appoint an Architectural Control Committee (the "Committee") composed of three individuals, each generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Property. Declarant shall have the right at any time and from time to time, with or without any justification or reason, to remove any and all members of the Committee; and, without limiting the foregoing power.

Section 2.2 Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining member(s) shall appoint a successor member. In default of such appointment, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising not of services performed pursuant to this declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specification and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots; and

(c) the other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the committee and the other complete set of plans shall be marked "Approved", signed by a majority of the Committee and returned to the Lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within 90 days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Section 2.4 shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee (and, if applicable, Declarant, as provided in Section 2.7 below) received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee shall also have the authority to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones and generally to require that any plans meet the standards of the existing improvements on neighboring Lots. The Committee from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.6 Termination; Continuation. The Committee appointed by Declarant shall cease to exist on the earlier of: (a) the date on which all the members of the committee file a document declaring the termination of the Committee, or (b) the date on which Residences have been constructed on all Lots. If there is no Committee, no approval by the Committee shall be required under this Declaration; variations from the standards set forth in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee during its existence.

Section 2.7 Liability of the Committee and Declarant. The members of the Committee shall have no liability for decisions made by the Committee and Declarant shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee or Declarant shall be the responsibility of the owner of the Lot to which the improvements relate, and the Committee and Declarant shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

ARTICLE III

SPECIAL FENCING AND LANDSCAPING

Section 3.1 Fences, Walls and Sprinkler Systems. For a period of ten years after the recording of this Declaration, Declarant shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within those portions of any Lot which are located outside the building, set-back or sight lines established by the Approved Plat.

Any fence, wall or sprinkler system shall be the property of the owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant set forth below. No fence, wall or sprinkler system shall be erected or installed in the right-of-way by the owner thereof without the prior written consent of Declarant.

Section 3.2 Landscaping. Declarant shall have the right, but not the obligation, to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the right-of-way of any Lot. In the event Declarant does not landscape the right-of-way, the owner thereof may plant grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Right-of-Way.

Section 3.3 Easement. Declarant shall have, and hereby reserves, the right and easement to enter upon the Right-of-Way for the purpose of exercising the discretionary rights set forth above.

Section 3.4 Maintenance by Individual Lot Owner. In the event Declarant does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Right-of-Way, then the owner of the Lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the Lot owner shall give Declarant ten business days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the landscaping thereon are being reasonably maintained and repaired by Declarant the owner of such Lot shall not perform any maintenance or repair work within such Right-of-Way without the prior written consent of Declarant. In

no event shall the owner of any Lot perform any maintenance or repair work on any sprinkler system within the Right-of-Way without the prior written consent of Declarant.

Section 3.5 Declarant's Discretion. Notwithstanding any provisions herein to the contrary, Declarant shall never be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any Lots.

Section 3.6 Ten-Year Limitation. The provisions of this Article regarding Declarant's rights shall terminate and be of no further force and effect from and after that date which is ten years after the recording of this Declaration.

ARTICLE IV

SPECIAL PROVISIONS REGARDING PROPERTY

Section 4.1 Homeowner's Association. The maintenance of common areas of Wellington at Preston Meadows shall be administered by the Wellington at Preston Meadows Homeowner's Association of Plano which shall be created by instrument separate from this Declaration.

Section 4.2 Development Wall. Declarant shall have the right and obligation to build a fence or wall along the right-of-way of Legacy Drive on Lots abutting Legacy Drive. Declarant reserves an easement over such Lots as is reasonably necessary for the construction of such fence or wall. Wellington at Preston Meadows Homeowner's Association shall have an easement over such Lots as is reasonably necessary for the maintenance of such fence or wall.

Section 4.3 General. The provisions of this Declaration conferring certain rights on Declarant shall inure to the benefit of Declarant and its successors or assigns. Declarant shall have the right to enforce all provisions of this Declaration, and the failure of Declarant to enforce any provision hereof shall in no event be deemed a waiver of the right to do so in the future.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as may be shown on the Approved Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the Residences. Declarant reserves the right to make changes in and additions to the above easements and to grant additional easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to a Lot, the owner of the Lot shall mow weeds and grass and shall keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

Section 5.2 Recorded Plat. All dedications, limitations, restrictions and reservations to be shown on the Approved Plat shall be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

Section 5.3 Lot Landscape and Maintenance. The owner and occupant of each Lot upon occupying the Residence thereon, shall establish an attractive ground cover (approved by the Committee) or grass on all yards visible from the street, shall plant in the front yard a minimum of four two-gallon shrubs and a minimum of one two-inch caliper tree, 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 inches upon his property. No shrub near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any Lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property or the cost of such work or the reimbursement for such work.

Section 5.4 Maintenance of Improvements. Subject to the provisions of Article III, each Lot owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace work and rotten parts; (c) shall regularly repaint all painted surfaces; and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 5.5 Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 5.6 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of 30 years after this Declaration is recorded. They shall be extended automatically for successive periods of ten years unless amended as provided herein.

Section 5.7 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 5.8 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 Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land as specifically described herein.

This instrument, when executed shall be filed of record in the appropriate records of Collin County so that each and every owner or purchaser or any portion of the Property is on notice of the conditions, covenants, restriction and agreements herein contained.

Section 5.9 Enforcement. The owner of any Lot on the Property shall have the 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, together with the right to bring any 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, 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 whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a Lot on which there is or will be built a single-family residence but not including those having an interest merely as security for the performance of an obligation.

Section 5.11 Other Authorities. If other authorities, such as the City or Collin 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 5.12 Addresses. Any notices or correspondence to an owner of a Lot shall be addressed to the street address of the Lot or to the legal business or residence of the owner should the Lot be unimproved. Any notices or correspondence to the Committee shall be addressed to the address of Declarant set forth in the Transfer Certificate. Declarant may change its address for notice and plan submission by recording in the land records of Collin County a notice of change of address.

Section 5.13 Amendment. At any time, the owners of the legal title to 75% of the Lots (as shown by the Collin County records) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendment(s), except that for the ten years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of January, 1990.

DECLARANT:

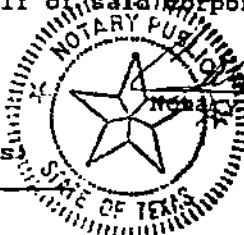
CENTENNIAL HOMES, INC.

By: [Signature]

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 10th day of January, 1990, by DAN LAVETTS, SE. VICE PRESIDENT of Centennial Homes, Inc., a Texas corporation, on behalf of said corporation.



My Commission Expires 6/17/90

[Signature]
CAROLE A. ELROD