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2002- 0172055

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRFIELD ESTATES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Restated Declaration") is made on the date set herein by FAIRFIELD ESTATES HOMEOWNER'S ASSOCIATION, INC., a Texas nonprofit corporation, hereinafter referred to as the "Association"

WITNESSETH:

WHEREAS, certain real property in the City of Frisco, Collin County, Texas, which is described in Exhibit "A" attached hereto and made a part hereof (the "Property"), was originally owned and developed by Fairfield Estates, L.P. ("Declarant"), and;

WHEREAS, the Declarant no longer owns any of the Property, all of the Property being owned by individual Lot Owners and/or by the Association; and

WHEREAS, the Property has no voting influences outside of the Owners, and;

WHEREAS, the "Declaration of Covenants, Conditions and Restrictions for Fairfield Estates" (the "Declaration") filed on October 3, 1996 as Instrument No. 96-0086197 in the Land records of Collin County Texas, provides that the Declaration may be amended by the vote or written consent of sixty-seven percent (67%) of the outstanding votes of the Association; and

WHEREAS, at least sixty-seven percent (67%) of the outstanding votes of the Association desire to amend and restate the Declaration by adopting this "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fairfield Estates with the intent that this Restated Declaration shall constitute the complete declaration of Covenants, Conditions and Restrictions for Fairfield Estates and that the Declaration except as substantially restated herein, shall be of no further force or effect;"

NOW, THEREFORE, the Property shall be held, sold and conveyed subject to the restrictions, covenants, and conditions declared herein, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I
DEFINITIONS

Section 1.1. "Architectural Control Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

Section 1.2. "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee, as from time to time amended.

Section 1.3. "Association" shall mean and refer to Fairfield Estates Homeowners Association, Inc., a Texas nonprofit corporation established for the purpose set forth herein.

Section 1.4. "Board" or "Board of Directors" shall mean and refer to the Fairfield Estates Homeowner's Association Board of Directors.

Section 1.5. "Builder" shall mean and refer to any residential building or individual engaged in the business of construction and sale of homes and purchases or has interest in a Lot for construction and sale of a single-family residential dwelling.

Section 1.6. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

Section 1.7. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, swimming pools, perimeter walls, recreational facilities, and such other areas lying within dedicated public easements or right-of-way that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the Owners.

Section 1.8. "Restated Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fairfield Estates, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.9. "Improvement" shall mean every structure and all appurtenances thereto of

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every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning water softener fixtures or equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.10. "Lot" shall mean and refer to any of the plots of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Common Area and areas deceded to a governmental authority or utility, together with all improvements thereon.

Section 1.11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.12. "Plans and Specifications" shall mean the documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement

Section 1.13. "Property" shall mean and refer to the real property described in Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Restated Declaration.

Section 1.14. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

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ARTICLE II
FAIRFIELD ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 2.1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be one (1) class of membership, as described in Section 2.6 hereof.

Section 2.2. Funding. Subject to the terms of this Article, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants, and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, and it is expressly agreed that the lien securing payment of assessments and related charges against each Lot was and has been created and validly existing upon, from, and after October 3, 1996, the recording date of the Declaration as Instrument No. 96-0086197 in the Land Records of Collin County Texas, or, with respect to those Lots made subject to the Declaration subsequent to such recordation date, has been and will be, as the case may be, created and validly existing upon, from, and after the respective recording dates of any amendment or supplement to the Declaration subjecting property to the Declaration after October 3, 1996. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2.3. Annual Assessment or Charge.

(a) Basis for Assessment. Each Lot shall be subject to an assessment or charge in the amount established from time to time by the Board of Directors of the Association, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly, semi-annual or annual installments. The rate at which each Lot

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will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each assessment period. Said rate may thereafter be adjusted from time to time during such assessment period by the Board of Directors as the needs of the Association may, in the sole judgment of the Board of Directors, require. The assessment for each Lot shall be uniform. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

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(b) Purposes of Maintenance Fund. The Association shall establish a maintenance fund composed of annual maintenance assessments and shall use the proceeds of such fund for the benefit of all members of the Association. Such benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for swimming pools and other recreational facilities, walls, grounds, landscaping, lights, irrigation and electricity for rights-of-way; maintenance of the medians, the planting of flowers and maintenance of community signage along said rights-of-way; payment of all legal and other expenses incurred in connections with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property. It being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements of the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments.

(c) Special Assessment for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association, by and through the Board of Directors, may levy a special assessment in any assessment year, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, may be assessed. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and

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exclusively to fund the nonrecurring maintenance or improvements in question.

Section 2.4. Non-payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law from time to time. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions of the Board and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien retained herein against such Owner's property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of such Owner's property.

Section 2.5. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that the Association may give the holder of the first mortgage on the Lot of the non-paying Owner written notice of such delinquency. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of the Association in the Land Records of Collin County, Texas.

Section 2.6. Voting Rights. The Association shall have one class of voting membership. Association members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

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(b) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II and such suspension shall apply to the proxy authority of the voting representative, if any.

Section 2.7. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies or voting representatives entitled to cast ten percent (10%) of the aggregate of all the votes outstanding under Section 2.6 hereof shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. The Association may call as many subsequent meetings as may be required to achieve a quorum.

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ARTICLE III
GENERAL POWERS AND DUTIES OF
BOARD OF DIRECTORS OF THE ASSOCIATION

Section 3.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

- (a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- (b) Care and preservation of the Common Maintenance Area.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.
- (d) Legal and accounting services.
- (e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.
- (f) Workers compensation insurance to the extent necessary to comply with any applicable laws.
- (g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

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(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Restated Declaration.

Section 3.2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners;

(b) To borrow funds to pay costs of operation secured by assignment or pledge or rights against delinquent Owners if the Board sees fit;

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association;

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements;

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portion affected;

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;

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(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(h) To enforce the provisions of this Restated Declaration and any rules made hereunder and to enjoin and seek damages and impose and collect fines from any Owner for violation of such provisions or rules;

(i) To fix the amount of and collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings;

(j) To engage the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;

(k) To obtain and pay for legal and accounting services;

(l) To obtain and pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Restated Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Restated Declaration;

(m) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(n) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to (i) taxes (if any) on the Common Areas, and (ii) insurance coverage (if any) on Common Areas;

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(o) To appoint committees as deemed necessary or desirable for the handling of certain specific functions of the Association; and

(p) To establish, disburse and maintain such bank accounts and petty cash funds as necessary for efficiently carrying on the business of the Association.

Section 3.3. Board Powers Exclusive The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 3.4. Maintenance Contracts The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

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ARTICLE IV
TITLE TO COMMON AREAS

Section 4.1. Association to Hold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established.

Section 4.2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association covering occurrences on the Common Areas. The policy limits shall be determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

Section 4.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps are it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

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ARTICLE V
EASEMENTS

Section 5.1. Utility Easements. The Association, as of October 3, 1996 has reserved and continues to reserve the right to grant perpetual, nonexclusive easements for the benefit of the Association, upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television.

Section 5.2. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 5.3. Temporary Completion Easement. All Lots shall be subject to easement of ingress and egress for the benefit of Builder, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by Builder.

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ARTICLE VI
USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with prior written consent of the Association provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration each during any six (6) month period.

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ARTICLE VII
PROPERTY RIGHTS

Section 7.1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, by and through the Board of Directors, to establish and publish and amend rules and regulations governing the use of the Common Areas;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of membership has been recorded agreeing to such dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 7.2. Effect of Restated Declaration. Although not required to be effective, any

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reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Restated Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 7.3 Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other nonresidential use without the express consent of the Board of Directors. Board of Directors may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

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ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.2. Development Activity. Notwithstanding any other provision contained herein, without Plans and Specifications approved by the Board of Directors, Builders shall not be entitled to conduct on the Property any activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on Lots.

Section 8.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 8.4. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the Property except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Lot for sale.

(b) Spirit Signs. An Owner may erect spirit signs for the purpose of support for youth activities.

(c) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in

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advance of the election to which they pertain and are removed within fifteen (15) days after the election.

In addition to the foregoing, to protect the harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner.

Section 8.5. Campers, Trucks, Boats, and Recreational Vehicles. No campers, trucks in excess of one (1) ton, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, trailers, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles, trailers and accessories are screened from view by a screening structure or fencing and said vehicles, trailers and accessories are in an operable condition. The Association shall have the absolute authority to determine from time to time whether a vehicle, trailer and/or accessory is operable and adequately screened from public view.

Section 8.6. Construction in Place. All Units constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the Architectural Control Committee.

Section 8.7. Unfinished Structures. No structure shall remain unfinished for more than two hundred seventy (270) days after construction has commenced. Construction of the primary Unit shall begin no later than one (1) year after ownership of the Lot has originally been legally conveyed to Builder or, if Owner is building on the Lot, then to Owner.

Section 8.8. New Materials. Only new materials shall be utilized in constructing any structures situated upon a Lot unless approved by the Architectural Control Committee.

Section 8.9. No Window Units. No window or wall type air conditioner which is visible from any street in the Property shall be permitted to be used, placed or maintained on or in any building in any part of the Property.

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Section 8.10. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, that no more than four (4) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including lease laws).

Section 8.11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble or debris shall be stored, kept, placed or maintained any any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers and receptacles shall be placed behind residence and beside the alley for removal but shall be removed from view before the following day.

Section 8.12. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a 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.

Section 8.13. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement unless in use for maintaining such Common Maintenance Areas.

Section 8.14. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes except for home offices with no outward appearances of a business at the residence.

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Section 8.15. Building Standards. No building shall be erected or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances.

Section 8.16. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the Architectural Control Committee. Detached metal buildings are not permitted.

Section 8.17. Fences. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front yard. Except as may be necessary to maintain the sight distances required by Section 8.12, all Lots shall contain a screening fence extending along the sides of the property to the rear Lot line and along the rear Lot line to form an enclosure. All fences shall be constructed of wood or brick except for retaining walls or decorative walls approved by the Architectural Control Committee. All fences shall be at least six (6) feet in height and not more than eight (8) feet in height. Fences of differing heights shall have a smooth transition beginning ten (10) feet prior to the intersection. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot. Fences shall be maintained in good repair subject to policies and standards set forth by the Architectural Control Committee.

Section 8.18. Antennae, Satellite Dishes and Solar Collectors. The erection, construction, placement or installation of any television, radio or other electronic antenna, satellite dish or device of any type for the reception or transmission of radio or television or other means of communication upon the Lot or improvement thereon is prohibited except that this prohibition shall not apply to those antenna or devices specifically covered by 47 C.F.R. Part 1, Subpart 5, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable quality signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to this Restated Declaration may only be installed in the side or rear yard location not visible from the street or neighboring property. Furthermore, no Owner may erect or maintain a solar collector panel or similar apparatus or equipment upon any Lot, except with the prior written

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consent of the Architectural Control Committee.

Section 8.19. Exterior Finish. The exterior of each Unit built upon any Lot shall be of at least seventy-five percent (75%) masonry construction. Brick, natural stone and stucco shall be considered to be masonry for purposes of this section. Combinations of materials and the proportion thereof shall aesthetically and architecturally blend with and enhance the neighboring Units, and shall be subject to approval by the Architectural Control Committee.

Section 8.20. Chimneys. All fireplace flues, smoke stacks, and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the Architectural Control Committee.

Section 8.21. Clothes Hanging Devices. Exterior clothes hanging devices shall be screened from public view.

Section 8.22. Limitation on Square Feet. The minimum square footage area of Units erected on the Lots, exclusive of open porches and/or garages, shall be not less than 1,500 square feet.

Section 8.23. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 8.24. Garages. An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each Unit. The opening of such garages must be situated within the setback lines set out in Section 8.26 below. Such garages must be attached to the Unit. All garages shall be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation.

Section 8.25. Roof. Roofs shall consist of dimensional fiberglass asphalt or composition shingles of a weight equal to 240 pounds or more per square. Any other type of roof must be

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approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to approve roof treatments and materials when, in its sole determination, such treatments and materials, in the form utilized, will not be a detriment to the quality of the Property.

Section 8.26. Setback Lines. All buildings or other structures (except fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed in the recorded plat of the Property. The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant.

Section 8.27. Athletic and Recreational Facilities. Except with the prior written approval of the Architectural Control Committee, outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of either a permanent or temporary nature may be placed only between the rear property line of the Lot and the back of the Unit constructed thereon. Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee.

Section 8.28. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks.

Section 8.29. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on window or glass doors.

Section 8.30. Subdividing. No Lot shall be further divided or subdivided, and no easements or other interests therein less than the whole shall be conveyed by the Owner thereof, without the prior written approval of the Board.

Section 8.31. Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Control Committee.

Section 8.32. Repair of Buildings. All Improvements upon any of the Property shall at all

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times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

Section 8.33. Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces or within barbecue units while attended and in use for cooking purposes.

Section 8.34. Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single family residence building site, and may place or construct Improvements on such site with the prior written approval of the Architectural Control Committee. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter resubdivide the consolidated Lots without the prior written approval of the Board. For purposes related to the payment of assessments under Article II hereof, the consolidation of two or more Lots shall not thereafter relieve the Owner thereof of the payment of assessments on each Lot as if consolidation had never occurred.

Section 8.35. Maintenance. Each Owner shall maintain his or her Lot and all structures, parking areas, improvements, lawns, trees, landscaping, fences, driveways, sidewalks and lighting located thereon in a neat, attractive and well-maintained condition. In addition to any other enforcement rights and remedies, if an Owner fails to properly perform such maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against such Lot and the Owner of such Lot as a special individual assessment which is secured by and shall have the same attributes as the continuing lien described in Article II hereof.

Section 8.36. Trees. For purposes of this Restated Declaration, "existing trees" shall be deemed to be trees of 3" caliper and above and measure four and one-half (4.5) feet above the ground. During construction of Improvements on a Lot, existing trees shall be preserved and protected to the extent reasonable for the intended development. Relief from protection of existing trees shall be at the discretion of the Architectural Control Committee. At such time as a

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Unit is constructed on a Lot, at least one (1) hardwood shade tree shall be located in the front yard of such Lot, which tree shall be no smaller in size than 3" caliper and measure four and one-half (4.5) feet above the ground.

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ARTICLE IX
ARCHITECTURAL CONTROL COMMITTEE

Section 9.1. Membership. The Architectural Control Committee shall consist of not more than five (5) voting members (the "Voting Members").

Section 9.2. Board of Directors Rights of Appointment. The Board of Directors shall have the right to appoint and remove all members of the Architectural Control Committee.

Section 9.3. Action by Architectural Control Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members. The Architectural Control Committee may appoint an agent to act on behalf of the Architectural Control Committee, and the Architectural Control Committee may delegate any duties, powers and/or functions to the agent. Any such appointment and delegation shall be in writing.

Section 9.4. Term. Each Voting Member shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

Section 9.5. Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Restated Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, architectural guidelines, landscaping guidelines, and other similar codes or guidelines as it may deem necessary and desirable.

Section 9.6. Review of Proposed Construction. The Architectural Control Committee shall have the right whenever its approval is required under this Restated Declaration to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which in its sole discretion are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing.

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Upon written request, the Architectural Control Committee may waive the requirement of such plans for any Lot if the Builder uses plans previously approved by the Architectural Control Committee for another Lot. There shall be no material revisions made to the approved plans without resubmittal to and approval by the Architectural Control Committee of the revised plans. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Restated Declaration, and perform such other duties assigned to it by this Restated Declaration or from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee may postpone review of any Plans and Specifications submitted for approval pending its receipt of any information or document deemed necessary by it. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement based upon this Restated Declaration and the decision of the Architectural Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Section 9.7. Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Restated Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances, to be effective, must be evidenced by a written instrument in recordable form, and must be signed by a majority of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Restated Declaration applicable to the Lots for any purpose except as to the particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

Section 9.8. Actions of the Architectural Control Committee. The Architectural Control Committee may, by unanimous written consent, designate any of its members or an agent acting

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on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all Voting Members, which may be taken without a meeting, shall constitute an act of the Architectural Control Committee.

Section 9.9. No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

Section 9.10. Work in Progress. At its option the Architectural Control Committee may inspect any work in progress to insure compliance with approved Plans and Specifications.

Section 9.11. Nonliability of Architectural Control Committee Members. Neither the Architectural Control Committee nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Restated Declaration, unless due to the willful misconduct or bad faith of such person. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

Section 9.12. Address. Plans and Specifications shall be submitted to the Architectural Control Committee at Fairfield Estates HOA, PO Box 1586, Frisco Texas 75034, or other such addresses or means of communication designated by the Board, from time to time.

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ARTICLE X
ANNEXATION

Section 10.1. Annexation by Action of Members. At any time the Board of Directors of the Association may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Restated Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes of the membership. Any property that is contiguous to the Property to this Restated Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.

Section 10.2. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Association and/or the Board of Directors or any member to annex any property to this Restated Declaration and no owner of the property excluded from this Restated Declaration shall have any right to have such property annexed thereto.

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ARTICLE XI
GENERAL

Section 11.1. Remedies.

(a) In the event of any default by any Owner under the provisions of this Restated Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Restated Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of the additions and improvements thereto, and upon all of Owner's personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

(b) In addition to such other rights as are specifically granted under this Restated Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violator, and to suspend an Owner's right to vote or any person's right to use the Common Areas for violation of any duty, restriction or covenant imposed under this Restated Declaration or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any rule or regulation

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imposed hereunder, and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of this Restated Declaration or any rule or regulation imposed hereunder shall not be deemed a waiver of the right of the Board to do so thereafter. Prior to the imposition of any fine hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (1) the nature of the alleged violation, (2) the proposed fine to be imposed, and (3) a period of not less than 30 days within which the alleged violator may present a written request for a hearing to the Board; provided the Board may, but shall not be obligated to, suspend any proposed fine if the violation is cured within the 30 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner. If a hearing is requested within the allotted 30 day period, the hearing shall be held before the Board or its delegate in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The decision of the Board or its delegate at such hearing shall be final.

Section 11.2. Term and Amendments. The covenants and restrictions of this Restated Declaration shall run with and bind the land for a term of twenty (20) years after this Restated Declaration recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless sixty-seven percent (67%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Restated Declaration upon the expiration of a twenty (20) year period or any extension thereof, which termination shall be by written instrument signed by sixty-seven (67%) of the Owners and properly recorded in Collin County Texas. This Restated Declaration may be amended at any time by the vote or the written consent of at least sixty-seven percent (67%) of the outstanding votes of the Association. Any amendment to this Restated Declaration must be recorded and shall contain a certification by the President and Secretary of the Association that such amendment has been correctly adopted in accordance with the provisions of this Restated Declaration.

Section 11.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 11.4. Rights and Obligations. The provisions of this Restated Declaration and

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the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Restated Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 11.5. Miscellaneous Provisions. Any provisions of this Restated Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

(a) The abandonment or termination of the Association will require notice to all institutional holders of first mortgage liens.

(b) Upon request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Restated Declaration or the Bylaws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

(c) Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof of interest therein;

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(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

- (ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;
- (iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;
- (iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

(d) All personal pronouns used in this Restated Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 11.6. Headings. The headings contained in this Restated Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Restated Declaration.

Section 11.7. Conflicts. In the event of conflict between the terms of this Restated Declaration and the Bylaws, rules, regulations or Articles of Incorporation of the Association, this Restated Declaration shall control.

Section 11.8. Partial Invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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EXHIBIT "A"

Original Legal Description of
FAIRFIELD ESTATES
PHASES ONE, TWO and Three

Being a tract of land situated in the J. M. Bounds Survey, Abstract No. 77, City of Frisco, Collin County, Texas, and being all of that certain 92.31 acre tract of land conveyed by deed to Frisco Estate Joint Venture and recorded as County Clerk's File Number 94-0066434, Deed Records of said County, and being more particularly described by meters and bounds as follows:

BEGINNING at a ½ inch iron rod set for the northwest corner of said 92.31 acres, on the east right-of-way line of Hillcrest Road (a variable width right-of-way), said iron rod also being the southwest corner of Preston Lakes Addition, Phase I, and Addition to said City, as recorded in Cabinet I, Slide 174, Plat Records of said County;

THENCE North 89 degrees 57 minutes 12 seconds East, along the Northerly line of said 92.31 acres, a distance of 2547.33 feet to a ½" iron rod found for corner;

THENCE South 00 degrees 05 minutes 27 seconds West a distance of 561.56 feet to a ½" iron rod found for corner;

THENCE South 00 degrees 13 minutes 54 seconds West a distance of 581.82 feet to a ½" iron rod found for corner;

THENCE South 00 degrees 09 minutes 53 seconds East a distance of 745.85 feet to a fence corner post found for corner;

THENCE South 89 degrees 58 minutes 00 seconds West a distance of 1671.64 feet to a ½" iron rod set for the beginning of a curve to the right having a radius of 1000.00 feet, a central angle of 02 degrees 44 minutes 47 seconds, and a chord bearing a distance of North 88 degrees 39 minutes 55 seconds West, 47.93 feet;

THENCE along said curve, a distance of 47.93 feet to a ½" iron rod set for corner;

THENCE North 00 degrees 01 minutes 12 seconds East a distance of 1019.31 feet to a ½" iron rod set for an inner ell corner;

THENCE North 89 degrees 58 minutes 48 seconds West, a distance of 952.71 feet to a ½" iron rod set for corner, said corner being on the east right of way line of said Hillcrest Road;

THENCE North 08 degrees 14 minutes 42 seconds East, along said east right-of-way line, a distance of 876.42 feet to the POINT OF BEGINNING and CONTAINING 4,019,045 square feet or 92.2646 acres of land.

Special Warranty Deed
Exhibit A – Solo Page
DA960450.018/2+

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FOR FAIRFIELD ESTATES

EXHIBIT "A"
COLLIN COUNTY, TEXAS DESCRIPTION of
FAIRFIELD ESTATES PHASE ONE

Being a tract of land situated in the J. M. Bounds Survey, Abstract No. 77, City of Frisco, Collin County, Texas, and being all of that certain 27.83 acre tract of land recorded as County Clerk's File Number 96-0086181, Deed Records of said County.

Fairfield Estates (Phase One) is comprised of 121 lots described in Collin County records as follows:

Number	Name	Block	Lot
11081	Covey Lane	3	2
11105	Covey Lane	3	3
11114	Covey Lane	2	32
11121	Covey Lane	3	4
11152	Covey Lane	2	31
11135	Covey Lane	3	5
11158	Covey Lane	2	30
11159	Covey Lane	3	6
11180	Covey Lane	2	29
11181	Covey Lane	3	7
11201	Covey Lane	3	8
11202	Covey Lane	2	28
11223	Covey Lane	3	9
11224	Covey Lane	2	27
11247	Covey Lane	3	10
11248	Covey Lane	2	26
11265	Covey Lane	3	11
11268	Covey Lane	2	25
11283	Covey Lane	3	12
11286	Covey Lane	2	24
11303	Covey Lane	3	13
11304	Covey Lane	2	23
11319	Covey Lane	3	14
11322	Covey Lane	2	22
11339	Covey Lane	3	15
11342	Covey Lane	2	21
11363	Covey Lane	3	16
11364	Covey Lane	2	20
11379	Covey Lane	3	17
11384	Covey Lane	2	19
11407	Covey Lane	3	18
11412	Covey Lane	2	18
11429	Covey Lane	3	19
11449	Covey Lane	3	20
11465	Covey Lane	3	21

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Number	Name	Block	Lot
7725	Creekmere Drive*	2	7
11100	Creekwood Drive	1	4
11119	Creekwood Drive	2	1
11120	Creekwood Drive	1	5
11139	Creekwood Drive	2	2
11144	Creekwood Drive	1	6
11157	Creekwood Drive	2	3
11166	Creekwood Drive	1	7
11179	Creekwood Drive	2	4
11184	Creekwood Drive	1	8
11201	Creekwood Drive	2	5
11202	Creekwood Drive	1	9
11221	Creekwood Drive	2	6
11222	Creekwood Drive	1	10
11245	Creekwood Drive	2	7
11246	Creekwood Drive	1	11
11267	Creekwood Drive	2	8
11268	Creekwood Drive	1	12
11285	Creekwood Drive	2	9
11286	Creekwood Drive	1	13
11304	Creekwood Drive	1	14
11305	Creekwood Drive	2	10
11323	Creekwood Drive	2	11
11324	Creekwood Drive	1	15
11341	Creekwood Drive	2	12
11342	Creekwood Drive	1	16
11363	Creekwood Drive	2	13
11364	Creekwood Drive	1	17
11381	Creekwood Drive	2	14
11382	Creekwood Drive	1	18
11403	Creekwood Drive	2	15
11406	Creekwood Drive	1	19
11425	Creekwood Drive	2	16
11426	Creekwood Drive	1	20
11448	Creekwood Drive	1	21
11462	Creekwood Drive	1	22
11486	Creekwood Drive	1	23
7679	Kendallwood Drive	3	1
7721	Kendallwood Drive	1	1
7749	Kendallwood Drive	2	2
7775	Kendallwood Drive	1	3
11035	Pagewynne Drive	4	1
11036	Pagewynne Drive	3	43
11059	Pagewynne Drive	4	2
11060	Pagewynne Drive	3	42
11082	Pagewynne Drive	3	41
11083	Pagewynne Drive	4	3
11100	Pagewynne Drive	3	40
11101	Pagewynne Drive	4	4

* Common area parking, pavilion and pool.

5301 004712

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRFIELD ESTATES


Number	Name	Block	Lot
11118	Pagewynne Drive	3	39
11119	Pagewynne Drive	4	5
11140	Pagewynne Drive	3	38
11141	Pagewynne Drive	4	6
11162	Pagewynne Drive	3	37
11163	Pagewynne Drive	4	7
11184	Pagewynne Drive	3	36
11185	Pagewynne Drive	4	8
11202	Pagewynne Drive	3	35
11203	Pagewynne Drive	4	9
11224	Pagewynne Drive	3	34
11225	Pagewynne Drive	4	10
11246	Pagewynne Drive	3	33
11247	Pagewynne Drive	4	11
11270	Pagewynne Drive	3	32
11271	Pagewynne Drive	4	12
11288	Pagewynne Drive	3	31
11289	Pagewynne Drive	4	13
11304	Pagewynne Drive	3	30
11305	Pagewynne Drive	4	14
11326	Pagewynne Drive	3	29
11327	Pagewynne Drive	4	17
11350	Pagewynne Drive	3	28
11351	Pagewynne Drive	4	16
11366	Pagewynne Drive	3	27
11367	Pagewynne Drive	4	17
11387	Pagewynne Drive	4	18
11390	Pagewynne Drive	3	26
11405	Pagewynne Drive	4	19
11406	Pagewynne Drive	3	25
11429	Pagewynne Drive	4	20
11430	Pagewynne Drive	3	24
11449	Pagewynne Drive	4	21
11452	Pagewynne Drive	3	24
11465	Pagewynne Drive	4	22
11468	Pagewynne Drive	3	22
11483	Pagewynne Drive	4	23

5301 004713

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRFIELD ESTATES

CERTIFICATE OF AMENDMENT

The undersigned hereby certify that attached hereto as Exhibit B are true and correct copies of those signatures of members of the Fairfield Estates Homeowner's Association, Inc. representing at least sixty-seven percent (67%) of the outstanding votes of the members of the Association evidencing their written consent to this Amended and Restated Declaration of Covenants Conditions and Restrictions for Fairfield Estates.


Charles E. Frame


Dixie Horstkotte

5301 004714

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRFIELD ESTATES

IN WITNESS WHEREOF, the Association has caused this instrument to be executed
effective as of November 8, 2002

FAIRFIELD ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: Charles Frame

Name: Charles E. Frame

Title: President

By: Dixie Horstkotte

Name: Dixie Horstkotte

Title: Secretary

5301 004715

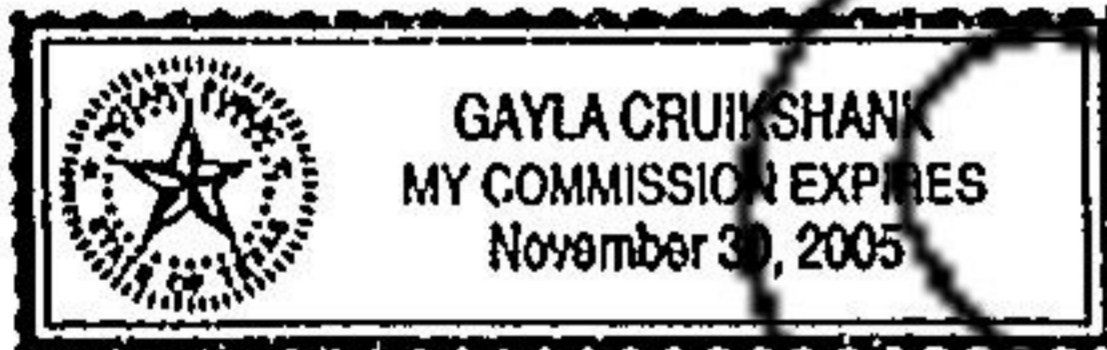
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRFIELD ESTATES

State of Texas

County of Collin

BEFORE ME, the undersigned Notary Public, on this day personally appeared Charles E. Frame and Dixie Horstkotte, President and Secretary, respectively, of the Fairfield Estates Homeowner's Association, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office on this 17th day of November, 2002



Gayla Cruikshank
Notary Public, State of Texas

5301 004716

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRFIELD ESTATES

EXHIBIT "B"
Member Signatures

Unofficial

The undersigned Owners approve the Fairfield Estates HOA Restated CC&R Revision 1, September 9, 2002.

Number	Street	Print name	Signature
11081	Covey Lane	Emily Attaway	<i>Emily Attaway</i>
11105	Covey Lane	Elizabeth Friend	<i>Elizabeth Friend</i>
11114	Covey Lane		
11121	Covey Lane		
11132	Covey Lane	Lindsey Long	<i>Lindsey Long</i>
11135	Covey Lane	MIKE VALLEJO	<i>Mike Vallejo</i>
11158	Covey Lane	James Daffinberry	<i>James Daffinberry</i>
11159	Covey Lane		
11180	Covey Lane	ROBERT MORRIS	<i>Robert D. Morris</i>
11181	Covey Lane	DON WILLIAMS	<i>Don Williams</i>
11201	Covey Lane	PRESTON KESLING	<i>Preston Kesling</i>
11202	Covey Lane		
11223	Covey Lane		
11224	Covey Lane	STEVE BRUBAKER	<i>Steve Brubaker</i>
11247	Covey Lane	Marla O'Donnell	<i>Marla O'Donnell</i>
11248	Covey Lane	DAVID MALCOLM	<i>David Malcolm</i>
11265	Covey Lane	Patti Ellis	<i>Patti Ellis</i>
11268	Covey Lane	JOHN KANDUSE	<i>John Kanduse</i>
11283	Covey Lane	RONALD WELTE	<i>Ronald Welte</i>

5301 004717

5301 004718

The undersigned Owners approve the Fairfield Estates HOA Restated CC&R Revision 1, September 9, 2002.

Number	Street	Print name	Signature
11286	Covey Lane	MARC TOLLEFSON	<i>Marc Tolleson</i>
11303	Covey Lane	Sharon L D'Arcy	<i>Sharon L D'Arcy</i>
11304	Covey Lane		
11319	Covey Lane	DAN JONES-ARNOIS	<i>Dan Jones-Arnolis</i>
11322	Covey Lane		
11339	Covey Lane	JIM THOMAS	<i>Jim Thomas</i>
11342	Covey Lane	Angelique Strittmatter	<i>Angelique Strittmatter</i>
11363	Covey Lane	JEFF ELLIS	<i>Jeff Ellis</i>
11364	Covey Lane	KIM BROOKS	<i>Kim Brooks</i>
11379	Covey Lane	Linda Robeson	<i>Linda Robeson</i>
11384	Covey Lane		
11407	Covey Lane	TAMMIE ROSS	<i>Tammie Ross</i>
11412	Covey Lane	Keith Hedges	<i>Keith Hedges</i>
11429	Covey Lane	Bill Brooks	<i>Bill Brooks</i>
11449	Covey Lane		
11465	Covey Lane	JAMES TAYLOR	<i>James Taylor</i>

The undersigned Owners approve the Fairfield Estates HOA Restated CC&R Revision 1, September 9, 2002.

Number	Street	Print name	Signature
7725	Creekmere Drive*	Pool	Pavilion
11100	Creekwood Drive		
11119	Creekwood Drive	ED ELBERSON	<i>Ed Elberson</i>
11120	Creekwood Drive	David Brashear	<i>David Brashear</i>
11139	Creekwood Drive		
11144	Creekwood Drive	David Nelke	<i>David Nelke</i>
11157	Creekwood Drive		
11166	Creekwood Drive	KAREN BAUSONE	<i>Karen Bausone</i>
11179	Creekwood Drive		
11184	Creekwood Drive		
11201	Creekwood Drive		
11202	Creekwood Drive	BEN CLARK	<i>Beverly Clark</i>
11221	Creekwood Drive		
11222	Creekwood Drive	Jimmy Hayes	<i>Jimmy Hayes</i>
11245	Creekwood Drive	Joe HAZEP	<i>Joe Haze</i>
11246	Creekwood Drive	Brenda Bush	<i>Brenda Bush</i>
11267	Creekwood Drive	Matthew D. Wiley	<i>Math D Wiley</i>
11268	Creekwood Drive		

5301 004719

The undersigned Owners approve the Fairfield Estates HOA Restated CC&R Revision 1, September 9, 2002.

Number	Street	Print name	Signature
11285	Creekwood Drive	Jim Dudley	<i>Jim Dudley</i>
11286	Creekwood Drive		
11304	Creekwood Drive	LARRY SPARKS	<i>Larry Sparks</i>
11305	Creekwood Drive		
11323	Creekwood Drive	Josun Lopez	<i>Josun Lopez</i>
11324	Creekwood Drive		
11341	Creekwood Drive		
11342	Creekwood Drive	Rebecca L. Cunningham	<i>Rebecca L. Cunningham</i>
11363	Creekwood Drive		
11364	Creekwood Drive	Rosemary Pierce-Hadley	<i>Rosemary Pierce-Hadley</i>
11381	Creekwood Drive	Heather Davis	<i>Heather Davis</i>
11382	Creekwood Drive	Cindy Nusiacko	<i>Cynthia Nusiacko</i>
11403	Creekwood Drive		
11406	Creekwood Drive	Colette Bennett	<i>Colette Bennett</i>
11425	Creekwood Drive	Kevin Holliman	<i>Kevin Holliman</i>
CS 11426 11462	Creekwood Drive	Kevin Daniels	<i>Kevin Daniels</i>
11448	Creekwood Drive		
11462 11426 R	Creekwood Drive		



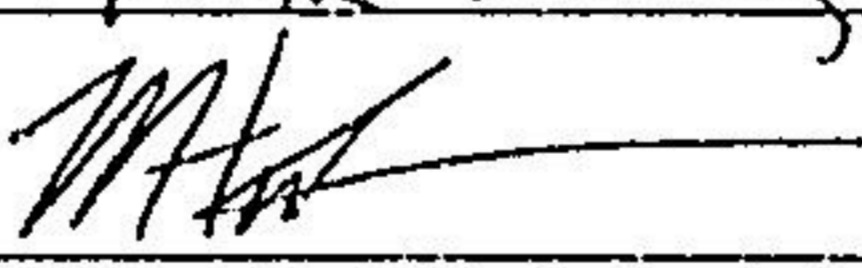
5301 004720

The undersigned Owners approve the Fairfield Estates HOA Restated CC&R Revision 1, September 9, 2002.

Number	Street	Print name	Signature
11486	Creekwood Drive	Rebecca Messmann	Rebecca L. Messmann
7679	Kendallwood Drive	Ronn M Keavitz	Ronn M Keavitz
7721	Kendallwood Drive	Kim Fox	Kim Fox
7749	Kendallwood Drive	Ed Smith	Ed Smith
7775	Kendallwood Drive	Brenda Scarce	Brenda Scarce
11035	Pagewynne Drive	KD Pearce	KD Pearce
11036	Pagewynne Drive		
11059	Pagewynne Drive	Vegas Williams	Vegas Williams
11060	Pagewynne Drive		
11082	Pagewynne Drive		
11083	Pagewynne Drive		
11100	Pagewynne Drive	JONATHAN LOYD	Jonathan Lloyd
11101	Pagewynne Drive		

5301 004721

The undersigned Owners approve the Fairfield Estates HOA Restated CC&R Revision 1, September 9, 2002.

Number	Street	Print name	Signature
11118	Pagewynne Drive		
11119	Pagewynne Drive	Stephen Lafleur	
11140	Pagewynne Drive		
11141	Pagewynne Drive		
11162	Pagewynne Drive	Tony Pecoraro	W. An Hillman
11163	Pagewynne Drive	Brenda Hughes	Brenda Hughes
11184	Pagewynne Drive	LITA FRANCO	
11185	Pagewynne Drive		
11202	Pagewynne Drive	JAMES BLAIR	Jim Blair
11203	Pagewynne Drive	Gene Frame	Gene Frame
11224	Pagewynne Drive	Julie Shearer	Julie Shearer
11225	Pagewynne Drive	Julie Shearer MARK CAMMACK	Julie Shearer Julie Shearer
11246	Pagewynne Drive	Mary & Melora Miller	Mary Miller
11247	Pagewynne Drive	Anne Buckingham	Anne Buckingham
11270	Pagewynne Drive	JEFF HORTON	
11271	Pagewynne Drive	DIXIE HORSTKOTTE	Dixie Horstkotte
11288	Pagewynne Drive	SAMUEL W. DAVIS	Sam W. Davis
11289	Pagewynne Drive		

5301 004722

The undersigned Owners approve the Fairfield Estates HOA Restated CC&R Revision 1, September 9, 2002.

Number	Street	Print name	Signature
11304	Pagewynne Drive		
11305	Pagewynne Drive	Jo A. DEWELL	Jo A. Dewell
11326	Pagewynne Drive	Shannon Hingjira	Shannon Hingjira
11327	Pagewynne Drive	Sonya Terrell	Sonya Terrell
11350	Pagewynne Drive	Jina Ward	Jina Ward
11351	Pagewynne Drive	GEORGE SINGLER	George Singler
11366	Pagewynne Drive	Greg Bobo	Greg Bobo
11367	Pagewynne Drive	Gayla Cruikshank	Gayla Cruikshank
11387	Pagewynne Drive	Ann Campbell	Ann Campbell
11390	Pagewynne Drive	Ann Campbell	Ann Campbell
11405	Pagewynne Drive	John W. Combs	John W. Combs
11406	Pagewynne Drive	Paul Holliday	Paul Holliday
11429	Pagewynne Drive	STEVE WEBB	Steve Webb
11430	Pagewynne Drive	Scott Dacebout	Scott Dacebout
11449	Pagewynne Drive	Sherry Ray	Sherry Ray
11452	Pagewynne Drive	Rebecca Proclair	Rebecca Proclair
11465	Pagewynne Drive	Julianne Monica	Julianne Monica
11468	Pagewynne Drive	Creed + Alicia Boyer	Creed + Alicia Boyer
11483	Pagewynne Drive	Kelly Stewart	Kelly Stewart

5301 004723

5301 004724

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on:

NOV 20 2002

Helen Starnes



Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Nov 20 2002
At 2:12pm

Doc/Num : 2002- 0172055

Recording/Type:RS 105.00
Receipt #: 41541