

DECLARATION OF RESTRICTIONS,  
CONDITIONS AND COVENANTS  
PLANTATION RESORT  
AUGUSTA FARM

This Declaration of Restriction, Conditions and Covenants (the "Declaration") made this 15<sup>th</sup> day of December, 1987, by PLANTATION RESORT DEVELOPMENT CORPORATION, a Texas corporation ("Developer").

NOW THEREFORE, Developer, being the owner of all of the lots and tracts of land described on Exhibit "A" attached hereto and incorporated herein situated in Plantation Resort, Augusta Farm, an addition to the City of Frisco, Collin County, Texas, out of the Collin County School Land Survey Abstract Number 154, and the George Habbermacher Survey, Abstract Number 365, shown by plat thereof recorded in Cabinet G, Pages 303 and 304 of the Plat Records of Collin County, Texas (the "Addition") hereby declares that all of the Addition is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lots in the Addition and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots and every part thereof;

PART ONE

DEFINITIONS

The following words when used in this Declaration or any amendment or supplement to this Declaration (unless the context shall prohibit) shall have the following meanings:

1.01 (a) "Developer" shall mean and refer to PLANTATION RESORT DEVELOPMENT CORPORATION and its successors.

(b) "Golf Course Developer" shall mean and refer to HALLMARK GOLF SERVICES and its successors.

1.02 (a) The terms "lot" or "lots" shall mean and refer to all lots shown on the recorded plat or plats of the Addition.

(b) The term "Golf Course Lot" shall mean any lot on which the rear or side yard of the lot has a common boundary with the Golf Course.

(c) The term "Driving Range Lot" shall mean any lot on which the rear property line or side property line adjoins the Driving Range or Club House area of the Development and includes Lots 1 through 18 of Block I.

1.03 (a) The terms "tract" or "tracts" shall mean and refer to any land in the Addition other than lots.

(b) "Golf Course" shall refer to the Plantation Resort Golf Course, excluding the driving range, club house, swimming pool, tennis courts and all other improvements.

(c) The term "Driving Range" shall mean that tract of land zoned "LC" to the south of Promise Land Drive with lots 1 through 18 of Block "I" being on the northern boundary of the property.

1.04 The terms "owner" or "lot owner" shall mean and refer to the record owner, whether one or more persons or entities, of the title to any lot or tract in the Addition but, notwithstanding any applicable lien of any mortgage, deed of trust or other security device, shall not mean or refer to any mortgagee or trustee who has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.05 The "Committee" shall mean and refer to the Architectural Committee described in Part Five herein.

1.06 The "Plat" shall mean and refer to the plat of the Addition as recorded in Cabinet G, Page 162 of the Plat Records of Collin County, Texas and any amendments thereto, if any.

1.07 The "Golf Course Area" shall mean and refer to that area of land described upon Exhibit "B" attached hereto and incorporated herein, and including the Lakes, Driving Range and Club House area, including the Swimming Pool and Tennis Courts adjacent to the Club House.

1.08 The "Recreation Area" shall mean that portion of the Golf Course Area constructed by the Golf Course Developer, and/or to be constructed at Golf Course Developer's option, at any future date which include the Tennis Courts and Swimming Pool area adjacent to the Club House Area and Driving Range Area of the Golf Course.

1.09 The "Plantation Resort Owner's Association" shall mean and refer to the non-profit corporation to be incorporated under the Laws of the State of Texas which shall possess the authority, duty and responsibility to enforce the General Purposes of the Association as set out herein and as from time to time may be deemed desirable as determined by authority and procedure contained herein.

1.10 "Builder" shall mean singularly and collectively any person or entity to whom any lot is sold or transferred for purposes of the initial construction of a residential dwelling upon such lot.

1.11 The term "Visibility Basement" shall mean the area between the rear building line and the rear property line on all Golf Course lots and Driving Range lots. The area being fifteen feet deep times the width of the lot.

1.12 "Plantation Resort Development" shall mean and refer to an area of approximately 745 acres of land in Frisco, Collin County, Texas that is bound on the east by Coit Road, on the west by Hillcrest Road, on the south by Lebanon Road and on the north by County Road 20.

1.13 A "Seventy" (70) foot lot shall mean all lots designated as Seventy (70) foot lots in Exhibit "C" attached hereto and incorporated herein.

1.14 A "Fifty" (50) foot lot shall mean all lots designated as Fifty (50) foot lots in Exhibit "C" attached hereto and incorporated herein.

1.15 "Security Patrol Area" shall mean any and all areas within Plantation Resort Development that Developer and Plantation Resort Owner's Association deem necessary or desirable to be patrolled for the purpose of protecting the welfare and security of the owners, the Golf Course, the Addition and the guests, invitees and visitors to the Plantation Resort Development.

## PART TWO

### TERM

Except as provided in 7.03, hereof, all of the restrictions, conditions and covenants set forth herein (sometimes collectively referred to as "Restrictions") shall affect each and all of the lots and tracts in the Addition and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of five (5) years each, unless within

sixty (60) days after the expiration date of any such period, a majority vote of a meeting where the record owners of fifty-one percent (51%) (quorum) of the lots covered hereby are represented in person or by proxy, shall vote to modify or discontinue the provisions hereof.

PART THREE

MUTUALITY OF BENEFIT AND OBLIGATION

All of the Restrictions are made for the mutual and reciprocal benefit of each and every lot and tract and are intended to create mutual and equitable servitudes upon each of said lots and tracts in favor of each and all other lots and tracts; to create reciprocal rights between the respective owners of all of the lots; to create a privity of contract and estate between the grantees of said lots, their heirs, legal representatives, successors and assigns; and shall as to the owner of each lot, his heirs, legal representatives, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots and their respective owners, heirs, legal representatives, successors and assigns. THE RESTRICTIONS SHALL BE BINDING UPON THE OWNER OR OWNERS OF EACH LOT, UPON ANY PURCHASER OR PURCHASERS OF ANY SUCH LOT AND UPON THE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS OF ANY SUCH OWNER OR OWNERS OR PURCHASER OR PURCHASERS EXACTLY AS IF EACH SUCH PARTY HAD PERSONNALLY SIGNED AND ACCEPTED THIS DECLARATION.

PART FOUR

IMPROVEMENTS, USE AND MAINTENANCE

The following provisions are applicable to restrict all lots in the Addition:

4.01 Single Family Residence. Improvements on each lot shall be used exclusively for the purposes of one single family residence. For purposes of this Restriction, family shall mean only those persons related by blood, marriage or adoption by court proceedings who are no further removed by consanguinity or affinity than three degrees from any other occupant of the lot. This shall not prevent the occasional temporary occupancy by guests of the family nor occupancy by full time domestic servants or medical assistants who are employed by the family. No building or structure intended for or adapted to business or professional purposes, and no apartment house, double house, lodging house, rooming house, church, school, hospital, sanatorium, guest house, servants quarters, or multiple-family dwelling shall be erected, placed, permitted or maintained on any lot. No improvements or structure whatever, other than one single family dwelling house, patio walls, sidewalks, curbs, fences, swimming pool, garage and porte cochere may be erected, placed or maintained on any lot, without the approval of the Architectural Control Committee.

4.02.01 Minimum Size And Lot Coverage. Each residence on each respective lot with a Seventy (70) foot width shall contain not less than seventeen hundred and fifty (1,750) square feet; each residence on each respective lot with a Fifty (50) foot width shall contain no less than thirteen hundred (1,300) square feet; said square footage requisite being determined by measurement of fully enclosed floor area devoted to living purposes. In the case of a residence possessing more than one (1) story, in addition to the previous requirement, the ground floor of said residence shall contain not less than eleven hundred (1,100) square feet of fully enclosed floor area devoted to living purposes. The measurement of floor area of any residence shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls. The maximum lot coverage of any Seventy foot lot is forty (40%) percent of the lot area and any Fifty foot lot is fifty (50%) percent of the lot area.

4.02.02 MULTIPLE LOTS USED FOR SINGLE RESIDENCE. A single residence may be constructed on two (2) or more adjacent lots with

approval by the Architectural Control Committee and approval by the appropriate governmental authorities. Any cost or expense associated with such approval shall be the sole cost and expense of the purchaser of the lots.

4.03 Building Lines. All dwellings erected or placed on any lot shall face the street upon which the lot faces, as shown on the Plat. No portion of any structure shall be nearer to the front or street boundary line of any lot than as designated on the Plat, and no structure of any kind (either dwelling or out buildings) shall be nearer than 10% of the width of the lot or six (6) feet, whichever is greater, on Seventy (70) foot lots and 10% of the width of the lot or five (5) feet, whichever is greater, on Fifty (50) foot lots, to any inside boundary line of any lot as measured at the front building line. The maximum requirement is ten (10) feet even though ten percent (10%) of lot width may be greater. No portion of any structure may be nearer the rear building line than fifteen (15) feet, however, if the rear lot line is next to a dedicated alley, the lot garage door entry must be set back twenty (20) feet from the rear property line.

4.04 Improvements or Change in Improvements. No change in any lot and no construction or painting of any structures or improvements of any nature shall be commenced on any lot until all facets of the plans, colors, architecture and specifications have been approved by the Committee.

4.05 Structure and Roof of Dwelling. The exterior of all dwellings shall be constructed of brick, brick veneer, stone, stone veneer masonry, stucco, stucco veneer or glass building materials of the kind customarily used for outside wall construction, to the extent of at least seventy-five percent (75%) of the area of outside walls. The width of the front of the main structure shall be in harmony with other dwellings in the Addition. All dwellings, constructed on any lot shall have a roof of wood shingles, slate, tile, or premium grade composition (minimum weight - 240 lb. per one hundred square feet) of either a weathered wood color, barkwood color, or black unless some other material is approved by the Committee. The roof pitch of any structure shall be 5 ft. X 12 ft. minimum; however, roof pitches of less than 7 ft. X 12 ft. must have specific Committee approval.

4.06 Sewage Disposal. All buildings or dwellings shall be constructed with plumbing fixtures, dishwashers, toilets or sewage disposal systems that are connected to an established central sewage system.

4.07 Prohibited Structures. No trailer, mobile home, modular home, tent, camper vehicle or temporary house or other structure shall be placed or erected on any lot unless stored within a fully enclosed garage. No building or structure other than one single family residence may be placed on any lot, except that the Committee may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots within the Addition. If permission is granted, the temporary buildings or structures shall be removed within thirty (30) days after written notice from the Committee to remove the buildings or structures.

4.08 Destruction of Improvements. Any dwelling or other structure on any lot which is fully or partially destroyed or damaged by fire, storm or any other means, must be fully rebuilt, repaired or removed within six (6) months after the date such destruction or damage occurs unless an extension in writing is obtained from the Committee.

4.09 Diversion of Water. No structures, ditches, changes in the terrain or landscaping shall be allowed that would materially cause an increase in the normal flow of water across other lots or the Golf Course unless the written approval of the Committee is obtained in advance. **NO WATER FROM LOTS SHALL BE DIVERTED ONTO GOLF COURSE PROPERTY.**  
PRDCI.RCC

12/14/87

**4.10 Construction Periods.** The work of constructing, painting, altering or remodeling any building or improvements on any lot shall be prosecuted diligently from the commencement until the completion thereof and in any event shall be completed within six months after commencement of the work.

**4.11 Lot Grading.** All lot or tract grading shall be in accordance with the lot grading plan available from the Developer and shall result in the diversion of surface water to the street and/or alley immediately adjacent to the respective lot or tract. No such grading shall be permitted which would materially cause an increase in the normal flow of water across an adjacent lot. On lots adjacent to the Golf Course or Driving Range, grading must be such that all water drains in accordance with the drainage plan for the addition. NO ADDITIONAL WATER shall be drained to or toward the Golf Course.

**4.12 Parking Requirements.** There shall be a completely enclosed garage with a minimum of two (2) automobile parking stalls of at least 8 ft. x 18 ft. each for each single family residence or dwelling unit constructed on any lot. The vehicle doors of all garages shall open toward the alley adjacent to the lot on which the garage is constructed. If there is no alley then the garage may open to the front or side of the house, but shall not open toward the Golf Course or Driving Range. Enclosures, shelters, screens and other improvements constructed for the purposes of automobile parking and other vehicles shall be attached to and be a part of the structure of the building to which they apply. Any such structure, other than standard two (2) car garage, must have approval of the Committee prior to construction. GARAGES SHALL NOT BE CONVERTED TO LIVING SPACE WITHOUT PRIOR COMMITTEE APPROVAL AND WITH NEW ENCLOSED PARKING FOR TWO CARS BEING PROVIDED SIMULTANEOUSLY. ALL GARAGE DOORS SITUATED ON ANY GOLF COURSE OR DRIVING RANGE LOT MUST HAVE AUTOMATIC GARAGE DOOR OPENERS.

**4.13 Pets and Other Animals.** NO HORSES, LIVESTOCK OR ANIMALS OF ANY DESCRIPTION MAY BE KEPT OR PERMITTED ON ANY LOT WITH THE EXCEPTION OF DOGS, CATS AND OTHER ANIMALS WHICH ARE OF THE CUSTOMARY HOUSEHOLD VARIETY (INCLUDING BIRDS) AND WHICH DO NOT MAKE OBJECTIONABLE NOISE OR CONSTITUTE A NUISANCE OR INCONVENIENCE TO OWNERS OF OTHER LOTS NEARBY. No commercial raising or dealing in dogs, cats or any other animals will be permitted on or from any lot. Any pet kept on premises may not be permitted outside of any fenced area on the premises without the owner being present. All animal waste must be collected and disposed of immediately. NO ANIMAL OF ANY KIND MAY BE HOUSED OUTSIDE OF THE RESIDENCE OR BE ALLOWED ON THE GOLF COURSE.

**4.14 Appearance of Residential Property.** Each lot and the parkway area existing between the lot line and the adjacent curb at all times shall be kept in a clean, sightly and wholesome condition and weeds or grass shall be kept neatly cut or mowed, both prior to, during, and after construction. No boxes, containers, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any lot or tract so they are visible from any neighboring lot or street except as necessary during the period of construction. No lot or tract shall be used in whole or in part as a dumping ground for rubbish or for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No trash, litter, junk, bottles, grass or weed clippings, debris or other unsightly materials shall be permitted to remain exposed upon any lot or tract so they are visible from any neighboring lot, tract or street and shall be kept only in sanitary containers. The exterior of all structures shall be continuously maintained and never allowed to fall into disrepair. No obnoxious or offensive activity shall be carried on upon any lot or tract nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the Addition or might disturb the peace, quiet, comfort or serenity of the occupants of nearby lots (such as, but not limited to, loud music or amplifiers, outside lights beamed directly at adjoining lots or noisy machinery). Structures such as play swings, basketball boards, etc.

which are unsightly and not in harmony with the external design and appearance of surrounding structures shall be hidden from view from the street. Air conditioners, coolers, pool filters and pool heaters, meters, gas, electric and water lines, firewood storage, clotheslines, or other similar items and equipment shall be adequately screened or otherwise hidden from view from the street, adjacent lots or tracts and the Golf Course.

**4.15 Fences and Boundary Plantings.** No wall, coping or fence shall extend nearer to any street than the front line of the dwelling on any lot. All lots with rear entry from an alley shall have an enclosed fenced back yard along the property lines whenever possible. The fence shall be a minimum of six (6) feet in height and be constructed of wood with metal support poles, masonry, wrought-iron or a combination thereof.

All lots with rear property lines adjacent to the Golf Course shall have a four (4) foot high chain link fence primed with "Brolite" and painted with Kelly Moore flat black latex exterior paint number "1240 Carbon" on the rear property line and shall extend for fifteen (15) feet on the side property line, (from the rear property line toward the front property line).

All lots with rear property lines adjacent to the Driving Range shall have a ten (10) foot high chain link fence primed with "Brolite" and painted with Kelly Moore flat black latex exterior paint number "1240 Carbon" installed by the Golf Course Developer on the rear property line. All Driving Range lots shall have a six (6) foot high chain link fence installed on the side property lines from the rear property line to the rear building line.

The owner of the first lot on which a home is constructed shall construct the side yard fences. The adjacent owner shall be allowed to attach the rear fence to be built on his lot to the corner post of the rear fence and the side yard fence that is already completed.

All lots shall be kept in a well landscaped condition so as to produce the best aesthetic effect. Boundary planting along front lot lines or side lot lines adjacent to a street, except trees with single trunks, shall not be permitted to grow higher than three (3) feet. No boundary planting shall be allowed outside rear lot lines.

Golf Course lots shall have a visibility easement along the rear property line as defined above. Within the visibility easement no plant shall be planted or allowed to grow in excess of two (2) feet tall except for single trunk trees which shall be trimmed to have no branches and/or limbs lower than six (6) feet from the ground.

Driving Range lots shall have a visibility easement along the rear property line as defined above. Within the visibility easement no plants shall be allowed to exceed four (4) feet in height except for single trunk trees which shall be trimmed to have no branches or limbs lower than six feet from the ground.

At the rear building lines (15 feet from the rear property line) on Golf Course and Driving Range lots privacy plantings not to exceed five (5) feet in height may be planted for a maximum width of twenty (20) feet. The home constructed on the lot must have visibility over the building line and through the visibility easement. The homes constructed on the adjacent lots(s) must have visibility across the visibility easement.

Each lot owner shall cut and maintain all of his trees, shrubs, and hedges so that no part thereof shall extend across any lot boundary line without the permission of the owner of the lot across which the planting extends.

**4.16 Vehicles.** Boats and boat trailers, whether operable or inoperable, may be kept within the Addition only if housed within a garage. Inoperable motor vehicles shall not be kept within the Addition except within a completely enclosed garage. The overhauling

of boats or any motor vehicle is prohibited in the Addition. Trucks with a tonnage in excess of 3/4 ton shall not be permitted to park on the roads, streets, or driveways overnight. One (1) operative vehicle (under 3/4 ton) may be parked in the driveway overnight. No vehicle of any kind may be parked on the street overnight.

4.17 Signs. No signs for advertising purposes shall be displayed to the public view on any lot excepting only signs of customary dimensions (3 ft. x 4 ft. maximum) advertising the lot for sale. Each Builder shall be allowed one (4 ft. x 8 ft.) sign for purpose of indentifying a model home or sales office within the Development. All other builder signs must be within the 3 ft. x 4 ft. maximum. Developer shall be allowed signs in size and number necessary and desirable to advertise and market the Addition and Golf Course. All signs allowed by this Section 4.17 must be approved by the Committee.

4.18 Antennas and Aerials. All television antennas and other antennas and aerials shall be located inside the attic or under roof, unless otherwise expressly permitted by the Committee. Satellite Dish Antennas are not permitted within the Addition unless on the ground in the rear yard area and only if completely screened from ground view of any adjacent street, lot or the Golf Course with fence or plant materials consistent with the neighborhood.

4.19 U. S. Mail Boxes. All homes shall have and each Owner shall maintain an approved "Mail Box" which includes house numbers. All mailboxes shall be located on side property lines. For location purposes, no mail box shall be located on a corner lot adjacent to a side street or to the Golf Course, however, when possible, two adjacent lots shall locate the mail boxes adjacent to each other at the common side property line as approved by the Architectural Control Committee.

4.20 Underground Electrical Service Lateral. An underground electric service lateral is required for each single family dwelling unit by Texas Utility Electric Company. The Builder will dig and backfill ditch including backfilling any Texas Utility Electric Company enlargement and/or extension of ditch for cable splicing and also provide, install, and maintain a continuous conduit raceway along the route to Texas Utility Electric Company Specifications, with a pull wire for Texas Utility Electric Company installed cable. When the Builder has completed its obligations pursuant to this Section 4.20, the Builder shall have no further obligations or liabilities with respect to the furnishing of electrical service to any lot.

4.21 Standard House Numbers. All homes shall have and each Owner shall maintain standard house numbers located on the property as determined by the Architectural Control Committee.

4.22 Landscape. All homes shall have landscaping adjacent to the foundation of the home across the front of the home for the full front width of the home. Additional landscaping may be required by the Architectural Control Committee and each Owner shall comply with any such additional requirement.

4.23 Limitation of Developer's Responsibility. Developer shall not be responsible for nor liable hereunder for performance or nonperformance of any of the provisions of this Part Four whether or not Developer is technically an owner under the provisions hereof.

#### PART FIVE

#### ARCHITECTURAL COMMITTEE

5.01 Committee. The Developer shall have authority to appoint the Architectural Committee and to remove with or without cause any person serving on the Committee. The Architectural Committee shall consist of not less than one (1) nor more than three (3) members. Members of the Committee shall receive no fee or compensation for their services.

5.02 SUBMISSION OF PLANS. PRIOR TO THE COMMENCEMENT OF ANY WORK, THERE SHALL BE SUBMITTED TO THE COMMITTEE TWO (2) COMPLETE SETS OF PLANS AND SPECIFICATIONS OF ANY AND ALL PROPOSED CONSTRUCTION OF ANY DWELLING, BUILDING, STRUCTURE OR IMPROVEMENTS ON ANY LOT AND OF ANY CHANGES IN THE TERRAIN OF ANY LOT, AND TWO (2) COMPLETE SETS OF RECONSTRUCTION, ALTERATIONS, OR ADDITIONS TO ANY DWELLING, BUILDING, STRUCTURES OR IMPROVEMENTS ON ANY LOT WHICH AFFECT THE EXTERIOR APPEARANCE OR STRUCTURAL INTEGRITY OF ANY SUCH DWELLING, BUILDING, STRUCTURE OR IMPROVEMENTS. ALL PLANS AND SPECIFICATIONS FOR ANY DWELLING, BUILDING, STRUCTURE OR IMPROVEMENTS TO BE ERRECTED ON ANY LOT SHALL INCLUDE PLOT PLANS SHOWING THE PROPOSED LOCATION THEREOF ON THE LOT, THE DIMENSIONS AND EXTERIOR COLOR SCHEMES THEREOF. THE APPROVAL OF THE COMMITTEE MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF ANY SUCH EXTERIOR PAINTING, REMODELING, RECONSTRUCTION, ALTERATIONS, ADDITIONS, NEW CONSTRUCTION OR CHANGES IN TERRAIN THEREON IN THE SAME MANNER AS SET FORTH IN SECTION 5.03.

5.03 Approval or Disapproval. Before any work is commenced on any lot, the Committee, as the same is from time to time composed, shall approve or disapprove plans and specifications by majority vote of the members then serving. One (1) set of said plans and specifications with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee. The signature of any member of the Committee on any such plans and specifications with "approved" or "disapproved" thereon written or stamped shall be prima facie evidence as to such approval or disapproval being the act of the full Committee. In the event the Committee fails to approve or disapprove any such plans or specifications within thirty (30) days after actual receipt of same by a member of the Committee and if all terms contained in this Declaration have been complied with, the Committee shall be deemed to have approved such plans and specifications.

5.04 Criteria for Disapproval. The Committee shall have the right to disapprove any plans and specifications submitted to it as aforesaid in the event such plans and specifications are not in strict conformity with all of the provisions of this Declaration, if the external design, appearance, location or color scheme of the proposed dwelling, building or other structure is not in harmony with the general surroundings of such lot or with the adjacent dwellings, buildings or structures or with the topography, if the plans and specifications submitted are incomplete, if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography, or in the event the Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare, or rights of any or all parts of the Addition, or the owners in general, all in the sole discretion of the Committee. The decisions of the Committee shall be final.

5.05 Vacancies on Committee. A vacancy shall be created on the Committee by the resignation, removal, death or failure to act of any member thereof. The Developer is authorized to fill any vacancy by appointment. If Developer should fail or refuse to appoint a successor to fill any vacancy on the Committee within thirty (30) days after receipt of a written demand by any owner to make an appointment, the owners of a majority of the lots shall have the right to elect or appoint a successor or successors to fill any such vacancy.

5.06 Limitation of Committee Liability. The Committee is authorized to accept whatever drawings, plans or specifications it deems necessary or desirable within its sole discretion in satisfaction of this Part of the Declaration. Neither the Committee nor any architect or agent thereof or of Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

## PART SIX

MINING AND EASEMENTS

6.01 Mining. Exploration for or mining or drilling of oil, gas, or other minerals, or water drilling or development operations, refining, mining operations of any kind, or the operation of quarries, gravel or sand pits, soil removing or top soil stripping are prohibited on all lots and tracts without the prior written unanimous approval of the Committee.

6.02 Easements. Each lot owner and the lot owner's heirs, legal representatives, successors and assigns, are hereby granted the right of ingress and egress to and from their respective lots over the streets and alleys shown on the recorded plats of the Addition and a visual easement over and across the Golf Course and Driving Range and the visual easement on Golf Course and Driving Range lots as defined above. Within these streets and alleys, no structure, planting, or other material shall be placed or permitted to remain. Easements for installation and maintenance of utilities and drainage facilities are reserved over, across and along all streets and alleys shown on the recorded plat. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

## PART SEVEN

VARIANCES AND AMENDMENTS

7.01 Reasonable Variances. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Addition.

7.02 Conflicts with Governmental Regulations. In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by this Declaration, these circumstances shall be deemed to constitute practical difficulties justifying allowances of variances and adjustments in application of the provisions of this Declaration in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the Addition.

7.03 Automatic Amendment Due to Act of Governmental Authority. This Declaration shall be and shall be deemed to be automatically amended to incorporate any demand, act, order or ordinance of any applicable governmental authority affecting the Addition with no action required other than the filing by Developer in the Deed Records of Collin County, Texas of an amendment incorporating such demand, act, order or ordinance. By accepting a deed to any lot, each owner accepts and is deemed to accept and consent to such amendment and waives and is deemed to waive any right to object to, contest or vote against such amendment.

7.04 Amendments. In addition to Section 7.03 above, this Declaration may be revoked, supplemented or amended in the following manner:

(1) Developer reserves and shall have the right, from time to time, unilaterally, without joinder by other owners or persons who may have an interest in the Addition (other than first mortgage) of any kind or character to exercise the following rights:

(a) Until such time as the first lot or tract is deeded by Developer, Developer, at its discretion, may revoke or amend this Declaration or change it in any respect in whole or in part, by

instrument, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of Collin County, Texas.

(b) Upon and after the first lot or tract is deeded by Developer but only for as long as Developer owns any lot or tract, Developer, at its discretion, may supplement this Declaration by instrument duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of Collin County, Texas for the purposes of adding additional lots, tracts and/or real estate to this Declaration.

(2) Upon and after the first lot or tract is deeded by Developer but only for as long as Developer owns any lot or tract, Developer, at its discretion, may amend this Declaration by instrument, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of Collin County, Texas for the purpose of:

(a) Complying with any requirements of financial institutions, title companies or governmental authorities; or

(b) Facilitating the marketing of the Addition; or

(c) Correcting any errors in this Declaration.

(3) In addition to, and not in limitation of, the foregoing subparagraphs, a vote of 51% of those represented at a meeting with a quorum of the owners represented in person or by proxy of 51% of those represented may from time to time with Developer's approval (so long as Developer owns any lot or any other property subject to these covenants and restrictions) revoke or amend this Declaration for any purpose by instrument bearing the signatures of 51% of the owners present at a meeting in which a quorum of the total members is represented in person or by proxy, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of Collin County, Texas.

#### PART EIGHT

#### MEMBERSHIP IN THE PLANTATION RESORT OWNER'S ASSOCIATION

8.01 MEMBERSHIP. EVERY LOT OWNER SHALL AUTOMATICALLY BE A MEMBER OF THE PLANTATION RESORT OWNER'S ASSOCIATION ("ASSOCIATION").

8.02 Voting Rights. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be Members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Notwithstanding the voting rights within the Association, until the Developer no longer owns record title to any real property within the confines of the Addition, the Association shall take no action or suffer any inaction with respect to any matter whatsoever without the consent and approval of the Developer.

8.03 Voting/Meetings. The election of the Board of Directors referred to in Paragraph 8.12 and the action authorized in paragraph 8.10 (c) shall require the assent of the votes of the majority of the lot owners represented at a meeting in which a quorum is present either in person or by proxy at a duly convened meeting, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance thereof, said notice setting forth with specificity the purpose of said meeting. Meetings of the Members of the Association may be held at such time and place as shall be determined by the Board of Directors, but at least one (1) such meeting shall be held during each calendar year. The Board of Directors shall elect the officers of the Association.

8.04 Majority. As used in this Part Eight, the term "majority of lot owners" shall mean those lot owners holding in excess of one-half (1/2) of the votes at a meeting in which a quorum is represented either in person or by proxy in accordance with paragraph 8.02 above.

8.05 Quorum. Except as otherwise provided herein, the presence in person or by proxy of 51% of lot owners shall constitute a quorum for meetings of the Association.

8.06 Proxies. Votes of the lot owners at meetings of the Association may be cast in person or by proxy. All proxies must be filed with the Board of Directors before the appointed time of each meeting of the Association. Any proxy may be revoked by (a) a subsequent proxy of the lot owner or (b) any lot owner's attendance at a meeting of the Association and his announcement that he desires to revoke his proxy.

8.07 Consent. Notwithstanding anything to the contrary contained in Part Nine hereof, any action referred to in paragraph 8.03 may be taken with the assent given in writing and signed by the Members of the Association possessing fifty-one percent (51%) vote of a quorum.

8.08 Assessment/Lien. Developer, for each owner of a lot within the Addition, hereby covenants, and each purchaser or lot owner by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the lot) to pay to the Association (or to any entity or agency which may be designated by the Association to receive such monies) for purpose of: (1) annual assessments or charges to the Golf Course Developer to defray the operations and maintenance cost of the Recreation Area, (2) individual special assessments levied against individual lot owners to reimburse the Golf Course Developer for costs of maintenance and repairs to the Recreation Area caused by the willful or negligent acts or omissions of said individual, such assessments to be fixed, established and collected from time to time as hereinafter provided, (3) liability insurance and/or bond premiums, (4) cost of Security Patrol, and (5) all other activities approved by a majority of a meeting of a quorum of the members. The annual, special capital, insurance and special individual assessments, together with such interest thereon at the highest rate per annum permitted by applicable law, and the reasonable costs of collection thereof as hereinafter provided, shall be a charge on the land, inferior and subordinate to any first deed of trust lien and shall be a continuing lien upon each lot against which each such assessment is made and shall also be the continuing personal obligation of the lot owner commencing at the time when said assessment shall have been due. No owner may waive or otherwise escape liability for the assessment provided herein by the non-use of the Security Patrol or Recreation Area or the sale or abandonment of his lot.

8.09 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the lots in the Addition, and in particular for the Security Patrol and the operations and maintenance of the Recreation Area, including but not limited to the payment of public liability insurance premiums (if any) in connection with the protection of the Owner's Association and its members; insurance in connection with the Security Patrol; the payment of the cost of labor, equipment (including the expense of leasing and equipment) and materials required for the Security Patrol; and the payment of those expenses associated with the execution of the duties of the Board of Directors of the Association.

8.10 Annual Assessment/Special Assessments. (A) The initial annual assessment for each respective lot shall be \$100.00.

(B) The Board of Directors of the Association may fix the actual assessment at an amount equal to, less than or fifty percent (50%) greater than the stated annual assessment for the immediately preceding year.

(C) In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost

of any construction, reconstruction, unexpected repair or maintenance upon the Recreation Area, and the Security Patrol Area; provided that any such assessment shall have either the affirmative approval of 51% of the Members present in person or by proxy at a meeting in which a quorum is present or be authorized by the Developer.

(D) In addition to the annual assessments authorized by paragraph 8.10(a) hereof, the Association is authorized to levy an assessment(s) for the purpose of collecting each lot owner's prorata share of: (i) the cost of insuring the Recreation Area, (ii) providing the Security Patrol and (iii) defraying the cost of the Recreation Area.

(E) Both annual and special capital assessments must be fixed at a uniform rate for all lots. Unless a majority of the lot owners and their respective first mortgagees have given prior written approval, the Board of Directors of the Association shall not change the prorata interest or obligations of any lot (or owner thereof) for purposes of levying annual and special capital assessments and charges.

8.11 Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, and as may be prescribed by said Board, shall be payable annually, in advance, on the first day of each year. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for in paragraph 8.10 hereof as the remaining number of months in that year shall bear to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the assessment for such month shall be prorated by the number of days remaining in that month. The due date or dates, if it is to be paid in installments, or any other assessment or special assessments, shall be fixed in the respective resolution of the Board of Directors of the Association authorizing such assessment.

8.12 Duties of Board of Directors and Officers of the Owner's Association. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons who shall serve without fee or compensation. The Developer shall select and appoint the initial Board of Directors. The Board shall appoint (or cause an election by the members) Officers of the Association to include a President, a Vice President, a Secretary, and a Treasurer. The officers shall do all acts and things necessary to execute the purposes of the Association including, but not limited to:

(A) Determination, preparation and delivery of written notices of regular and special assessments of the respective Member.

(B) Collection of all assessments from the Members.

(C) If deemed prudent by the Board of Directors, the acquisition of such public liability or other insurance in the interest of the Association and its Members.

(D) Preparation and delivery of a written annual accounting for each Member as to all receipts and disbursements of the Association for the calendar year, said accounting to be prepared and delivered within sixty (60) days after December 31 of the respective year ended.

(E) The acquisition of services of a person or firm to manage the Association or any separate portion thereof.

(F) Engage legal and accounting services.

(G) The purchase of any other materials, supplies, furniture, alterations, or the satisfaction of taxes or assessments which the Board of Directors is required or may reasonably determine to be necessary or proper for the enforcement of this Declaration.

(H) Enter into agreements, engage in contracts, and carry out the terms thereof.

(I) The engagement of a Security Patrol to provide the security as required from time to time by the Association.

(J) Such other and further activities as shall be necessary and prudent to effect the purposes hereof.

8.13 Vacancies in Board of Directors and Officers. Vacancies in the Board of Directors caused by any reason other than the removal of a Board member by the vote of the Association, shall be filled by vote of the majority of the remaining members of the Board even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association. The Board may appoint a person to fill an unexpired term of an officer without an election.

8.14 Terms of Office. All Board members shall serve terms of two (2) years. Each individual serving shall hold office until his successor shall have been elected. All Officers shall serve one year terms.

8.15 Removal of Board Members and Officers. At any regular or special meeting of the Owner's Association members duly called, any one or more of the Board Members or Officers may be removed without or with cause by Developer or a majority of the lot owners, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

8.16 Regular Meetings of the Board of Directors and Officers. Regular meetings of the Board of Directors and Officers may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Board member and officer personally or by mail, telephone or telegraph, at least three (3) days prior to such meeting.

8.17 Quorum. At all meetings of the Board of Directors and Officers a majority of the Board members and Officers shall constitute a quorum for the transaction of business, and acts of a majority of the Board members and officers present at a meeting at which a quorum is present shall be acts of said Board. If at any meeting of the Board of Directors and Officers there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

8.18 Fidelity Bonds. The Board of Directors and Officers may require that all members of the Board of Directors and Officers of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

8.19 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the lots subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

8.21 Payment of the Security Patrol, Defraying the Cost of Recreation Area Prior to the Assumption by the Association. Until the date of the assumption of the responsibility for the Security Patrol

and Recreation Area by the Association, the Developer, on behalf of the Association and at the sole cost and expense of the Association, shall have the responsibility and duty of selection of the Security Patrol, determining the responsibilities of the Security Patrol, negotiating the Security Patrol's fees and paying such fees from the funds collected by the Association. The Developer shall also be authorized to agree with the Golf Course Developer on the amount due from the Association for the right to use the Recreation Area owned by the Golf Course Developer.

8.22 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

(A) All properties dedicated and accepted by the local public authority and devoted to public use.

(B) All Golf Course Areas defined in paragraph 1.07 hereof.

8.23 Special Privileges. The Golf Course, swimming pool, tennis courts and club house area are the property of Golf Course Developer and the rules and regulations and agreements governing the use may be changed at any calendar yearend with sixty days notice to the property owners.

The Developer through cooperation with the Golf Course Developer has arranged for lot owners within the Plantation Resort Development to receive special privileges in connection with the use of the Golf Course, Tennis Courts and Swimming Pool. The Tennis Courts and Swimming Pool shall be for the exclusive use of the property owners within the Plantation Resort Development up and until such time the Golf Course Developer notifies lot owners that such privileges have been altered in accordance with Paragraph 8.21 above.

The payment of the Home Owner's Association dues shall entitle the property owner to use the swimming pool and tennis courts. A portion of the dues shall be used to defray the cost of operations and maintenance of the swimming pool and tennis courts as long as they are for the exclusive use of the property owners.

8.24 SPECIAL ASSESSMENTS AND ACCESS ON GOLF COURSE AND DRIVING RANGE LOTS. The Developer, Golf Course Developer or Plantation Resort Owner's Association or any of their respective agents, employees or authorized representatives ("Authorized Parties") shall have the right and privilege at all times to enter into the visibility easement on the Golf Course lots and Driving Range lots for the purpose of repairing, replacing and/or maintaining the chain link fence and maintaining the visibility easement if the chain link fence and visibility easement are not maintained in accordance with the requirements of this Declaration. If the Authorized Party is required to perform any repairs, replacement or maintenance to or of the chain link fence or within the visibility easement, then the Plantation Resort Owner's Association is authorized to make a special assessment against the Golf Course lot Owner or Driving Range lot Owner and the affected lot or lots for the cost and expense of such repairs, replacement or maintenance. Prior to entering upon any lot for making such repairs, the Authorized Party shall deliver the lot owner written notice of the repairs, replacement or maintenance that needs to be performed and if such repairs, replacement or maintenance has not commenced within seventy two (72) hours after receipt of such notice, then the Authorized Party may commence the repairs, replacement or maintenance. If the repairs, replacement or maintenance are not completed once commenced within a reasonable time period, then the Authorized Party is authorized to enter upon the visibility easement and complete such repairs, replacement or maintenance and the lot owner and the affected lot shall be assessed a special assessment for the cost of the work, which such special assessment shall be secured by a lien encumbering the affected lot or lots, which such lien shall have the same priority and be subject to the same provisions set forth herein with respect to the annual and special assessments described above.

PRDCI.RCC

12/14/87

## PART NINE

REMEDIES FOR VIOLATIONS

9.01 Remedies. All the Restrictions shall be binding on all the lots and tracts and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that Developer, or its successors or assigns, or any owners, shall have notified in writing the owner or resident in possession of the lot or tract upon which or as to which such breach has been committed to refrain from a continuance of such action and to correct such breach, Developer, its successors or assigns, or other owner or owners shall have the right to bring an action in any court having jurisdiction thereof for an injunction and they shall be entitled to such injunction and their costs of court on the mere proof of the breach and without the necessity of proving any actual damages or injury or any reasonable prospect thereof. In addition to an injunction, Developer, its successors or assigns, or other owner or owners shall be entitled to bring suit for damages or other proper relief in any event any such breach causes actual damages or injury, or any reasonable prospect thereof, and the plaintiff in either such action shall be entitled to reasonable attorney's fees and all costs of court should the plaintiff be successful in such action.

9.02 Mortgages Protected. Violation of any part of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

## PART TEN

GRANTEE'S ACCEPTANCE

Each grantee of any lot or tract, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to the Restrictions and the jurisdiction, rights and powers of the Committee and of Developer, whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Developer, and to and with all other grantees and subsequent owners of each said lots to keep, observe, comply with and perform said Restrictions.

## PART ELEVEN

NO RIGHTS WAIVED BY DELAY

No delay or omission on the part of the Developer, or its successors, appointees, or assigns in interest, or of any owner or owners, in exercising any right, power or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breached has expired; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Developer, its successors, assigns, or appointees, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

## PART TWELVE

PARTIAL INVALIDITY

In the event that any one or more of the agreements, conditions,

restrictions, charges and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining agreements, conditions, restrictions, charges and covenants herein set forth shall continue unimpaired and in full force and effect.

PART THIRTEEN

CAPTIONS

The captions of the various Parts and Sections of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

PART FOURTEEN

SUPPLEMENTAL ADDITIONS

The Addition is one of several phases of Plantation Resort Development. As additional phases of Plantation Resort Development are developed, Developer may subject such phases to this Declaration by simply recording of public record in the Real Property Records of Collin County, Texas a written instrument referring to this Declaration and describing the real property desired to be subject to this declaration.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

PLANTATION RESORT DEVELOPMENT CORPORATION,  
a Texas corporation

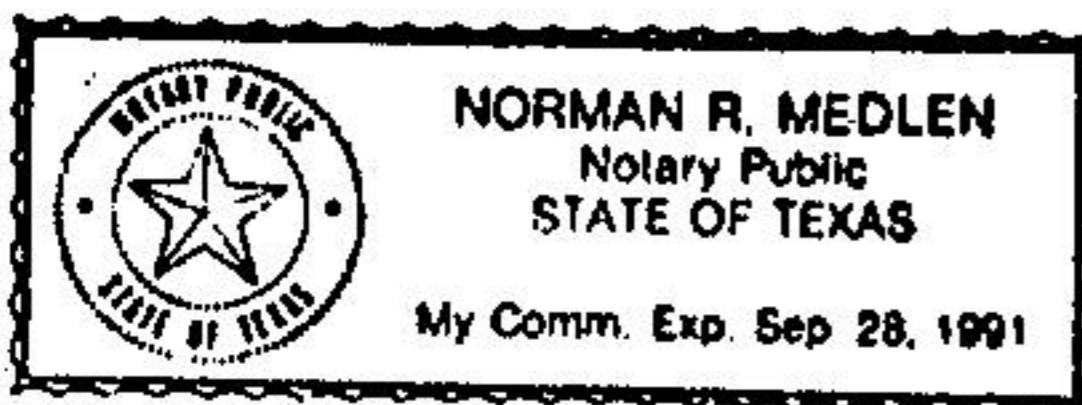
By:   
Dudley W. Stiles, President

2761 942

THE STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared DUDLEY W. STILES known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PLANTATION RESORT DEVELOPMENT CORPORATION, a Texas corporation, and that he executed the same as the act of such Texas corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of December, 1987.



*Norman R. Medlen*  
Notary Public in and for  
The State of T E X A S

Print Name

My Commission Expires:  
\_\_\_\_\_

UNOFFICIAL

2761 943

EXHIBITS ATTACHED  
TO  
DECLARATION OF RESTRICTIONS,  
CONDITIONS AND COVENANTS  
PLANTATION RESORT

- EXHIBIT "A" - PHASE LEGAL DESCRIPTION
- EXHIBIT "B" - PLANTATION RESORT GOLF COURSE
- EXHIBIT "C" - LIST OF 70 FOOT AND 50 FOOT LOTS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,  
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNEN-  
FORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL

2761 944

EXHIBIT "A"  
TO  
DECLARATION OF RESTRICTIONS,  
CONDITIONS AND COVENANTS  
PLANTATION RESORT

OWNER'S CERTIFICATE

STATE OF TEXAS X  
COUNTY OF COLLIN X

WHEREAS, Plantation Resort Development Corporation, is the owner of a tract of land situated in the George Hebermayer Survey, Abstract No. 365 and the Collin County School Survey, Abstract No. 154, Collin County, Texas and being a part of a 491.1970 acre tract of land conveyed Hallmark Service Corporation by deed as recorded in Volume 2505, Page 701 of the Deed Records of Collin County, Texas and also a 253,9301 acre tract of land conveyed to Hallmark Service Corporation by deed as recorded in Volume 2523, Page 428 of the Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at an iron rod for corner at the Southwest corner of said 491.1970 acre tract; thence North 00 deg. 27 min. 28 sec. East a distance of 2069.83 to an iron rod for corner; thence North 00 deg. 12 min. 44 sec. East a distance of 235.31 feet to a point for corner; thence South 89 deg. 47 min. 10 sec. East a distance of 350.00 feet to an iron rod set for corner, said point also being the POINT OF BEGINNING;

THENCE South 89 deg. 47 min. 16 sec. East a distance of 250.00 feet to an iron rod set for corner, said point also being the beginning of a curve to the right that has a central angle of 04 deg. 51 min. 16 sec. and a radius of 3970.00 feet;

THENCE along said curve to the right an arc length of 336.30 feet to an iron rod set for corner;

THENCE South 00 deg. 27 min. 28 sec. West a distance of 919.32 feet to an iron rod set for corner;

THENCE South 89 deg. 32 min. 34 sec. East a distance of 110.00 feet to an iron rod set for corner;

THENCE North 00 deg. 27 min. 37 sec. East a distance of 1.33 feet to an iron rod set for corner;

THENCE South 89 deg. 32 min. 34 sec. East a distance of 814.53 feet to an iron rod set for corner, said point also being the beginning of a curve to the right that has a central angle of 21 deg. 52 min. 27 sec. and a radius of 1010.00 feet;

THENCE along said curve to the right an arc length of 385.59 feet to an iron rod set for corner, said point also being the beginning of a curve to the left that has a central angle of 21 deg. 52 min. 27 sec. and a radius of 1010.00 feet;

THENCE along said curve to the left an arc length of 152.71 feet to an iron rod set for corner, said point also being the end of said curve to the left;

THENCE South 89 deg. 32 min. 34 sec. East a distance of 370.83 feet to an iron rod set for corner, said point also being the beginning of a curve to the right that has a central angle of 28 deg. 23 min. 22 sec. and a radius of 425.00 feet;

THENCE along said curve to the right an arc distance of 210.58 feet to an iron rod set for corner, said point also being the end of said curve to the right;

THENCE South 40 deg. 00 min. 00 sec. West a distance of 51.10 feet to an iron rod set for corner, said point also being on a curve to the left that has a central angle of 18 deg. 10 min. 15 sec., a radius of 375.00 feet and whose chord bears North 71 deg. 44 min. 57 sec. West;

THENCE along said curve to the left an arc length of 118.93 feet to an iron rod set for corner, said point also being the end of said curve to the left;

THENCE South 40 deg. 00 min. 00 sec. West a distance of 404.57 feet to an iron rod set for corner, said point also being the beginning of a curve to the left having a central angle of 25 deg. 57 min. 23 sec. and a radius of 1525.00 feet;

THENCE along said curve to the left an arc length of 690.86 feet to an iron rod set for corner, said point also being the end of said curve to the right;

THENCE South 45 deg. 00 min. 00 sec. East a distance of 77.86 feet to an iron rod set for corner;

THENCE Due East a distance of 44.87 feet to an iron rod set for corner, said point also being on a curve to the left that has a central angle of 02 deg. 01 min. 48 sec., a radius of 1415.00 feet and whose chord bears South 11 deg. 50 min. 52 sec. West;

THENCE along said curve to the left an arc length of 51.13 feet to an iron rod set for corner, said point also being the end of said curve to the left;

THENCE Due West a distance of 440.06 feet to an iron rod set for corner;

THENCE Due South a distance of 110.00 feet to an iron rod set for corner;

THENCE Due West a distance of 935.00 feet to an iron rod set for corner;

THENCE Due South a distance of 15.00 feet to an iron rod set for corner;

THENCE Due West a distance of 304.88 feet to an iron rod set for corner;

THENCE North 44 deg. 46 min. 17 sec. West a distance of 154.95 feet to an iron rod set for corner;

THENCE North 00 deg. 27 min. 26 sec. East a distance of 1917.76 feet to an iron rod set for corner;

THENCE North 00 deg. 12 min. 44 sec. East a distance of 236.06 feet to the POINT OF BEGINNING and containing 2,969,054 square feet or 68.1601 acres of land.

2781 945

EXHIBIT "B" TO  
DECLARATION OF RESTRICTIONS,  
CONDITIONS AND COVENANTS  
PLANTATION RESORT

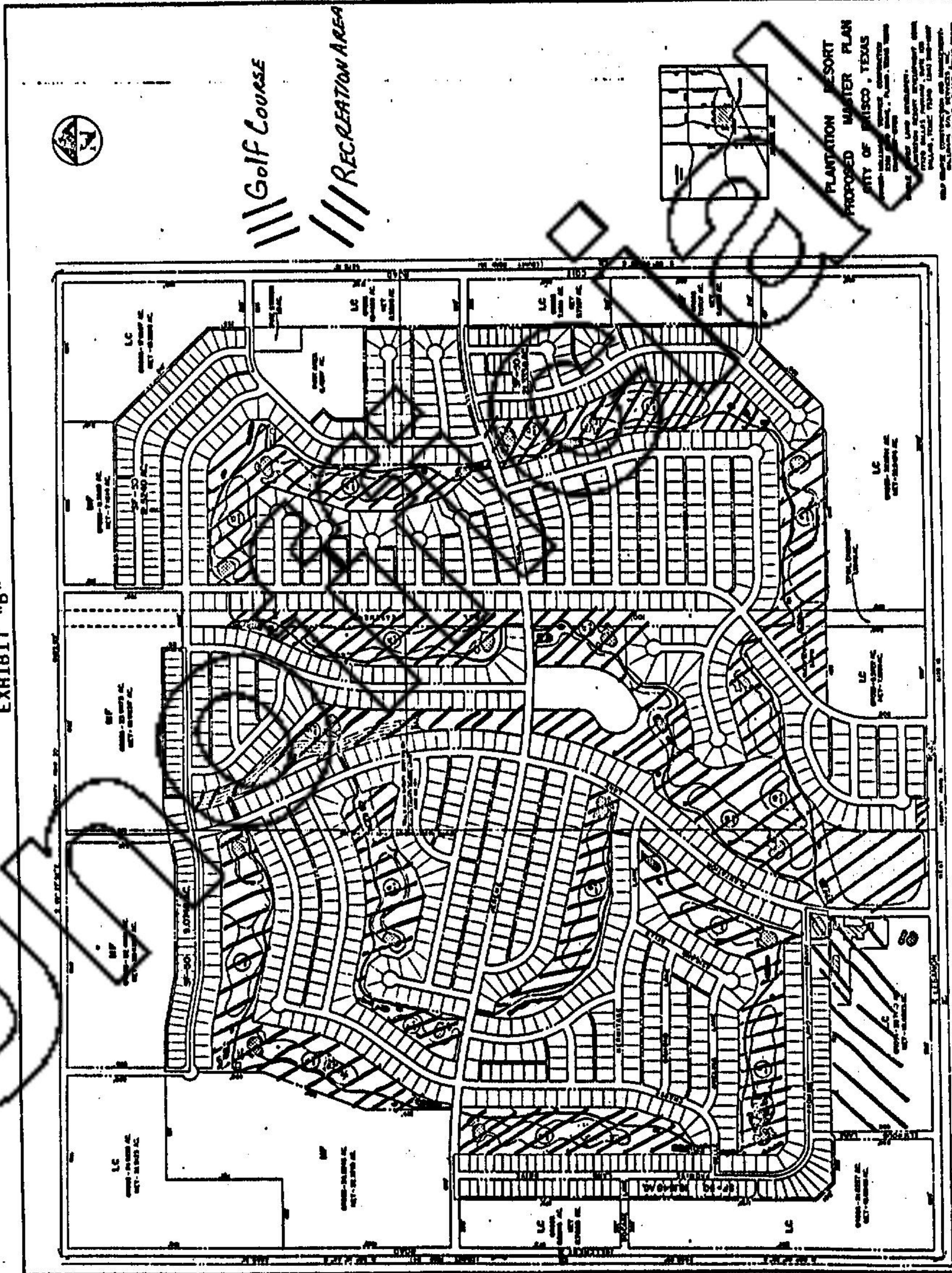


EXHIBIT "B"

/// Golf Course

/// RECREATION AREA

PLANTATION RESORT  
PROPOSED MASTER PLAN  
CITY OF MISCO, TEXAS  
[Additional project details and notes]

2761 948

EXHIBIT "C"  
TO  
DECLARATION OF RESTRICTIONS,  
CONDITIONS AND COVENANTS  
PLANTATION RESORT  
AUGUSTA FARM

<u>SEVENTY (70') LOTS</u>	
<u>LOT(S)</u>	<u>BLOCK</u>
1 - 9	C
1 - 24	D
1 - 22	E
1 - 27	F
1 - 25	G

<u>FIFTY (50') LOTS</u>	
<u>LOT(S)</u>	<u>BLOCK</u>
1 - 19	A
1 - 30	B
1 - 26	H
1 - 18	I

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,  
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNEN-  
FORCEABLE UNDER FEDERAL LAW.

FILED FOR RECORD 22nd DAY OF Dec. A.D. 19 87 at 2:49 P. M.  
DULY RECORDED 23rd DAY OF Dec. A.D. 19 87  
BY: Metha Roberts DEPUTY. HELEN STARNES, County Clerk  
Collin County, Texas