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DECLARATION
 1999 MAY - 4 PM 03
 SHILOH DOWNS
 FILED FOR RECORD
 CLERK
 AREA No. I
 ELLIS COUNTY, TEXAS

THIS DECLARATION IS MADE AS OF THE 4 DAY OF ~~APRIL~~ ^{MAY}, 1999, BY JOHN A. BASS, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I, Section 2, of this Declaration; and,

WHEREAS, the SHILOH DOWNS PROPERTY OWNERS ASSOCIATION (hereinafter the "Association") has been incorporated under the Laws of the State of Texas as a non-profit corporation, and has been granted powers of administering and enforcing the said COVENANTS, RESTRICTIONS, CHARGES, and LIENS, and DISBURSING the ASSESSMENTS and CHARGES, hereinafter created:

NOW, THEREFORE, Declarant herein, declares that the real property described in Article I, Section 2, hereof, and such additions thereto as may hereafter be made pursuant to Article I, Section 3, hereof, is and shall be HELD, TRANSFERRED, SOLD, CONVEYED and OCCUPIED subject to the COVENANTS, RESTRICTIONS, CHARGES and LIENS hereinafter set forth.

ARTICLE I
 GENERAL

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Association" shall mean and refer to the *Shiloh Downs Property Owners' Association*.
- b. The "Properties" shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 3 of this Article I.
- c. "Common Property" or "Common Properties" shall mean and refer to those areas of land, whether one or more than one, shown on any recorded plat or its equivalent of the Properties or any portion thereof filed or approved by Declarant and identified thereon as "Common Properties of Shiloh Downs Property Owners Association." In addition, Declarant may designate and convey other real property, improved or unimproved, located within the Properties, to the Association, and such real property shall upon such designation and conveyance to the Association become part of the Common Properties.
- d. "Declarant" shall mean and refer to John A. Bass, and his successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties and obligations hereunder, which are and shall be assignable.
- e. "Area," when followed by a roman numeral, shall mean and refer to a specific portion of the Properties, the exact geographic location of which shall have been described and defined, either in Exhibit "A," referred to in Section 2 of this Article I, or in one or more of the Supplementary Declarations provided for in Section 3 of this Article I.
- f. "Lot" shall mean and refer to a portion of the Properties intended for any type of independent ownership, for use and occupancy as a residence by a single family.

JOHN BASS
 P.O. Box 39
 RED OAK, TX 75154

- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or other portion of the Properties, but, notwithstanding any applicable mortgage theory, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.
- h. "Project" shall mean the residential subdivision of Ellis County, Texas, known as *Shiloh Downs*.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is described in Exhibit "A," attached hereto and incorporated herein by reference. For purposes of this Declaration, such real property is designated as Area No. I. All of the Properties and any rights, title or interest therein shall be owned, held, leased, sold, and/or conveyed by Declarant, and any subsequent owner of all of any part thereof, subject to this Declaration, and the covenants, restrictions, charges and liens set forth herein, *PROVIDED, HOWEVER,* Section 1 of Article V hereof shall apply only to Area No. I, and not to any other portions of the Properties.

Section 3. Additions to Property Subject to Declaration. Additional real property may become subject to this Declaration in the following manner:

- a. If Declarant or any other person, firm or corporation is the owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplementary Declaration, which shall extend the scheme of the covenants and restrictions of this Declaration to such property, *PROVIDED, HOWEVER,* that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and *PROVIDED FURTHER,* if property is added to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Properties may be added to the scheme of this Declaration if such properties are within the boundaries set out in Exhibit "B," attached hereto and incorporated herein by this reference, whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplementary Declaration shall include a geographical description of the property added, and shall designate said area with the term "Area," followed by a roman numeral, so as to differentiate each respective Area from other Areas of the Properties.
- b. Such Supplementary Declaration shall contain the protective covenants to which the added properties shall be subject. Such protective covenants shall be set forth in a new Section to Article V hereof and may contain additions, deletions, and modifications from those protective covenants contained in Section 1 of Article V of this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall each Supplementary Declaration revoke, modify or add to the protective covenants set forth in Section 1 of Article V of this Declaration for "Area No. I," nor revoke, modify, or add to the protective covenants established by previously filed Supplementary Declarations within previously designated Areas, nor shall such Supplementary Declaration in any way change the provisions of Articles I, II, III, IV, VI, VII, and VIII of this Declaration.
- c. Upon a merger or consolidation of the Association with another association, if any, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the protective covenants established by this Declaration within the Properties together with the protective covenants established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the protective covenants established by this Declaration, or any Supplementary Declaration pertaining to the Properties. The surviving or consolidated association shall enforce such protective covenants, levy and collect assessments, and in general operate in accordance with the provisions of the documents creating such association, and establishing its powers, duties, rights and obligations.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Each and every person, persons, or legal entity who shall own any Lot or other parcel of land in the Properties shall automatically be a member of the Association, *PROVIDED, HOWEVER*, that any person or entity who holds such an interest merely as security for the performance of any obligation and any other association owning only common properties shall not be a member.

Section 2. **Classes of Voting Members.** The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members described in Section 1 of this Article III with the exception of JOHN A. BASS. Class A members shall be entitled to one vote for each Lot owned by each such member. When two or more persons or entities hold undivided interests in any part of the Properties; all such persons or entities shall be Class A members, and the vote for such part of the Properties shall be exercised as provided in the Association's Bylaws, but in no event shall more than one vote be cast with respect to Lot in which such members own undivided interests.

Class B. The Class B member shall be JOHN A. BASS. The Class B member shall be entitled to ten (10) votes for each Lot owned by him, *PROVIDED, HOWEVER*, that from and after 31 December, 2003, notwithstanding any other provision of this Article, the Class B member shall be entitled to only one vote for each Lot owned by him.

The voting rights of any member shall be suspended during any period of time when such member is in default under this Declaration, or the Association's Bylaws.

ARTICLE III
ASSESSMENTS

Section 1. **Covenants for Assessments.** The Declarant, for each Lot and other parcel of land owned by it within the Properties, hereby covenants, and each purchaser of any such Lot or other parcel of land by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 of this Article III), and (2) special assessments for capital improvements (as specified in Section 4 of this Article III), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided. Said covenant shall run with the land and be binding on all heirs, successors, and assigns of each purchaser.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, convenience, enjoyment, health, safety, and welfare of the owners of the Properties, or any part thereof, and for carrying out the purposes of the Association, as stated in its Articles of Incorporation.

Section 3. **Annual Assessment.** The Association shall have the right to charge each owner of any part of the Properties for maintenance fees and other assessments on a pro-rata, by-lot basis for actual expenses and reasonable administrative expenses incurred in maintaining, caring for and improving the Common Property, including securing liability insurance in an amount which is deemed reasonable to protect said Association from claims which may result from the use and enjoyment of the Common Property. Said assessments shall constitute a lien upon said property if not paid within forty-five (45) days of the assessment date. Such assessments are to be fixed, established and collected from time to time as set forth in the Bylaws of the Association. The annual and special assessments, together with such interest thereon and cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 of this Article III. The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs (including, without limitation, reasonable reserves) of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. **Special Assessments.** In addition to the annual assessments authorized by Section 3 of this Article III, the Association may, by vote of its members as set out in Section 6 of this Article III levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any

construction or reconstruction, unexpected repair or replacement of a described improvement, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

Section 5. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessments as authorized by Section 3 of this Article III must be approved by a majority of the total eligible votes of the membership of the Association, as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Vote Required for Special Assessments. The special assessment authorized by Section 4 of this Article III must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be give to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Commencement Date of Annual Assessment. The first annual assessment provided for herein shall commence with the year 1999 and shall continue thereafter from year to year hereafter.

Section 8. Due Date of Assessments. The first annual assessment shall become due and payable on 1 July 1999, and shall be considered delinquent if not paid by 31 July 1999. The assessments for any year after 1999 shall become due and payable on 1 July of such year and delinquent if not paid by 31 July of such year. The due date and delinquent day of any special assessment under Section 4 of this Article III shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for in this Article III shall be the personal and individual debt of the Owner of the property covered by such assessments. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner of the property shall be obligated to pay interest on the amount of the assessment from the due date thereof until paid at the rate (not to exceed the maximum rate allowed by law) per annum from time to time set by the Board of Directors of the Association, together with all costs and expenses of collection, including attorney fees and court costs.

Section 10. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 9 hereof, and the costs of collection, including attorney fees and court costs, as herein provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the Owner, and his, her, or its heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase and/or improvement of the property in question. To evidence the aforesaid lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien, and a description of the property. Such notice shall be signed by one of the officers of the Association, and shall be recorded in the office of the County Clerk of Ellis County, Texas. Such lien shall attach with the priority above set forth from the date that such payment becomes delinquent, as set forth above, and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above; or, the Association may institute suit against the Owner personally obligated to pay the assessment, and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney fees and court costs incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any assessments remaining unpaid for longer than thirty (30) days after the same are due.

Section 11. Common Properties Exempt. All Common Properties, as defined in Article I, Section 1, hereof, and any common properties owned by any other association, and all portions of the Properties owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

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Section 12. **Builders' and Declarant's Lots Exempt.** All Lots purchased by builders for the purpose of resale and all Lots owned by Declarant shall be exempt from the payment of any fees or assessments to be established and charged by the Association. PROVIDED, HOWEVER, that the exemption shall apply to a builder who purchases property for resale for a period of twelve (12) months after the date of purchase only. Thereafter, said builder shall be responsible for the same fees and assessments as other Lot owners.

**ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE**

Section 1. **Designation of Committee.** The Association shall have an Architectural Control Committee (the "ACC"), which ACC shall be the Architectural Control Committee of the *Shiloh Downs Property Owners Association*.

Section 2. **Designation of the ACC.** Initially, Declarant shall designate and appoint the ACC, composed of Declarant and not more than two (2) other individuals, each generally familiar with residential and community development design matters, and knowledgeable of Declarant's concern for the maintenance of a high level of standards within the Project. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. **Function of Architectural Control Committee.** No Improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained, or permitted to remain on any portion of the Properties until plans and specifications, in such form and detail as the ACC may deem reasonably necessary, shall have been submitted to and approved in writing by such ACC, or a period of thirty (30) calendar days shall have expired subsequent to the submission of the required plans, during which thirty (30) calendar day period the ACC shall have taken no action. For purposes of the thirty (30) calendar day period in which approval or disapproval is required, the failure of the ACC to take any action, or provide requisite notification to the applicant that the application of such applicant was insufficient, shall result in the conclusive presumption that the request of the applicant was correct and sufficient. The ACC shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the ACC, to the extent not unreasonable, shall be final, conclusive, and binding upon the applicant.

Section 4. **Vacancy on Committee; Duration of the ACC.** In the event of the death or resignation of a member of the ACC, the remaining member or members shall have full authority to approve or disapprove any Improvement submission in accordance with Section 3 above, or to designate a representative with like authority. In the event of the death or resignation of JOHN A. BASS and of all representatives appointed by JOHN A. BASS, the approval process may be continued, provided that within 120 days of the death or resignation of the last committee member or representative a written instrument shall be executed by the then record owners of a majority of the Lots in the Project and duly recorded, appointing a representative, or representatives, up to a maximum of three (3), who shall thereafter perform such power or powers as previously performed by JOHN A. BASS and/or his designated representative(s). The powers and duties of such committee and its designated representative(s) shall cease on and after January 1, 2017. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the Lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter perform such power or powers as previously performed by said committee.

Section 5. **Content of Plans and Specifications; Approval Process.** Homebuilders or individuals desiring to construct single-family residential structures within the Project shall submit the following materials to the ACC, in duplicate:

- a. A site plan depicting building set-back lines, the footprint of the proposed structure on the Lot, proposed landscaping, and the proposed location of driveways and sidewalks. If desired, a separate landscape plan may be submitted.
- b. Construction plans, including front, rear, and side elevations.
- c. Materials proposed for the visible exterior of the structure, and the roof, including colors.
- d. Professional resume of the builder retained or to be retained to construct the single-family residence.

Upon receipt of any submission from any homebuilder or individual, the ACC shall consider such submission within thirty (30) calendar days thereafter. If the submission is deemed acceptable by a majority of the ACC, the ACC shall retain one copy of the submission and the other copy shall be marked "Approved," signed by an authorized representative of the ACC, whether one or more, and returned to the submitting homebuilder or individual. If disapproved by the ACC, one set of documents shall be marked "Disapproved," signed by an authorized representative of the ACC, whether one or more, and returned to the homebuilder or individual, accompanied by a detailed statement of the reason or reasons for such disapproval. The ACC's approval or disapproval shall be in writing, and the ACC shall not approve or disapprove any submission verbally. If the ACC fails to respond to any submission within thirty (30) calendar days following such submission, the submission shall be deemed approved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate, or may approve or disapprove part, conditionally or unconditionally, and reject the balance, *provided, however*, that such conditional or unconditional approval or disapproval, in whole or in part, shall be evidenced by an affirmative act of the ACC. Absent any such affirmative act within thirty (30) calendar days, the submission shall be deemed approved. Only qualified professional homebuilders will be approved to construct single-family residences within the Project. The qualifications of a homebuilder selected to build a single-family residence within the Project will be reviewed by the ACC and the ACC will accept or reject the homebuilder, at its discretion. Approval of a homebuilder to construct a single-family residence within the Project shall not be unreasonably withheld.

Section 6. **Standards.** The ACC shall seek to insure a reasonable level of harmony of design within the Project, consistent with this declaration, *provided, however*, the mandate of the ACC shall not extend to matters of individual taste. Among others, one objective of the ACC shall be to prevent the construction of structures that can reasonably be classified as *radical, odd, or bizarre*. Without limitation, the ACC is specifically empowered to control or prevent the following:

- a. The use of composition roofing materials rated at a life of less than 25 years;
- b. Colors of materials visible from the exterior of the structure, including roofing materials; and,
- c. The installation of solar heating panels.

Section 7. **Definition of "Improvement."** *Improvement* shall mean and include all buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, driveways, swimming pools, changes in any exterior color or shape, and any new exterior construction or exterior improvement which may not be included in any of the foregoing. Such term does not include garden shrub or tree replacements or any other normal replacement or repair which does not change exterior colors or exterior appearances. Such term does include both original improvements and all later changes and improvements.

Section 8. **Exterior Surfaces.** The exterior surfaces of all residential dwellings shall be constructed of glass, brick, stone, stucco, or other materials approved by the ACC. It is specifically required that the exterior wall area of each residence located within the Properties shall not have less than eighty percent (80%) brick, stone, or stucco construction. All chimney or fireplace enclosures shall be brick, stone, or stucco construction. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, stone or stucco wall area of a residence. No previously used materials, other than fired antique brick, shall be permitted on the exterior of the residential structures located with the Properties, without prior approval of the ACC.

Section 9. **Roofing Materials.** The use of various roofing materials within the subdivision shall be permitted, however, no roofing material shall be used without first obtaining the ACC's approval of same. The ACC will only approve roofing materials that are of the grade and quality which are consistent with the external design, color and appearance of other Improvements within the subdivision. The roof pitch of any structure shall be 8/12 minimum. Any deviation of roof pitch must be approved by the ACC. Exterior paint and stain colors shall be subject to the approval of the ACC.

Section 10. **Basis of Approval.** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants. Approval of any submission by the ACC shall

not be unreasonably withheld. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit Lot owners to construct, erect, or install improvements which are in variance from the architectural standards, Covenants and Restrictions, or in previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community; PROVIDED, HOWEVER, in no event shall any such variance reduce required floor area by more than ten percent (10%). No member of the Committee shall be liable to any Lot owner for any claims, causes of action, or damages arising out of the grant of any variance to a Lot owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Lot owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions and architectural standards provided hereunder against any other Lot owner.

Section 11. **Limitation of Liability.** Neither the Declarant, the Association, the ACC, nor any of the members of such ACC shall be liable in damages or otherwise to anyone submitting plans and specifications for approval, or to any owner of land affected by this Declaration, by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval, or disapproval, or failure to approve or to disapprove, any plans and specifications.

ARTICLE V PROTECTIVE COVENANTS

Section 1. **Covenants Applicable to Area No. I.** The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to Area No. I of the Properties:

- a. **Use Limitations.** Sites in Area No. I may be used for single family residential dwellings only.
 - (1) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two (2) stories in height, a private garage, and reasonably related amenity structures including, without limitation, children's playhouses and storage buildings located to the rear of the primary residence to be constructed on each Lot, and reasonable and appropriate stable facilities for horses in accordance with the requirements and restrictions elsewhere articulated herein. Each residence may be occupied by only one family, consisting of persons related by blood, marriage or adoption, or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with household servants.
 - (2) The total air-conditioned living area of the main residential structure to be erected on each Lot within the Project, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than two thousand five hundred square feet (2,500 SF), or the minimum habitable floor area as specified by Ellis County, whichever is greater, PROVIDED FURTHER that not less than two thousand square feet (2,000 SF) shall be covered ground floor area.
 - (3) Each residence shall have a private garage suitable for the interior parking of not less than two (2) nor more than four (4) standard size automobiles, which garage shall conform in design and materials with the primary structure. Detached garages, servants' quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. No garage shall face a residential street, except the side street of a corner tract.
 - (4) Except for replatting undertaken by Declarant, at its discretion, no Lot or Lots shall be divided into smaller lots.
 - (5) All driveways shall be surfaced with concrete, or an alternative material approved by the ACC.
 - (6) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of any kind and character on any Lot and all interior construction (including, but not limited to, all plumbing fixtures installed and operational, all cabinet work

completed, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which a building permit is issued by Ellis County for the construction of a single-family residential dwelling on such Lot.

- (7) Horses shall be allowed on all Lots. The maximum number of adult horses allowed on any Lot shall be one (1) Adult Horse per full acre up to a maximum of eight (8) Adult Horses on any Lot, regardless of size. As examples, a Lot containing 3.75 acres would be allowed three (3) Adult Horses and a Lot containing ten (10) acres would be allowed a maximum of eight (8) Adult Horses. For the purposes herein, any horse over one (1) year of age shall be considered an Adult Horse.

b. Uses Specifically Prohibited.

- (1) No temporary dwelling, shop, trailer or mobile home of any kind, or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for the storage of lawn maintenance equipment, which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot, provided, however, a builder or contractor may, at the discretion of Declarant, maintain temporary improvements on any such Lot for certain purposes, such as the maintenance of sales or construction offices.
- (2) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any residence, or parked for storage in the side or rear yard of any residence, unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office, whether temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity thereof.
- (3) Trucks with tonnage in excess of two and one-half tons, except those used by a builder during the construction of improvements.
- (4) No vehicle of any size transporting inflammatory or explosive cargo may be kept in the Project at any time.
- (5) No vehicles or similar equipment shall be parked or stored in any area visible from any street, except passenger automobiles, passenger vans, motorcycles, pick-up trucks, and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas.
- (6) No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used for human habitation.
- (7) No oil drilling, oil development, oil refining, quarrying or mining operations of any kind or nature shall be permitted within the Project, nor shall oil wells, tanks, tunnels, shafts, or any other mineral excavation operations or procedures be permitted within any part of the Project. No derrick or other structure designed for use in quarrying or boring for oil or natural gas, or any other minerals, shall be erected, maintained or permitted to exist within the Project.
- (8) Except as provided in Article V, Section 1(a)(7), no animals, livestock or poultry of any kind shall be kept, raised or bred within the Project, excepting only that dogs, cats, or other household pets may be kept for the purpose of providing comfort and companionship within the context of family life. Within the Project, no animals may be raised, bred or kept for any commercial purpose, or for food. It is the intent of this provision to restrict the Project so that no person shall quarter within the Project any cows, bees, hogs, sheep, goats, pigs, guinea fowl, ducks, chickens, turkeys, skunks, snakes, or any other animals, the presence of which may reasonably be expected to interfere with the

quietude, health, safety or peace of mind of the human residents of the Project. No more than four (4) pets (exclusive of caged birds and fish living indoors) will be permitted on any single-family Lot. Household pets are required to be restrained or otherwise confined and all single-family residential Lots will be kept clean and free of pet debris. All pets must be maintained in good health, properly immunized against disease, and tagged for identification.

- (9) No single-family Lot within the Project shall be used as a dumping ground for rubbish, or for the accumulation of unsightly materials of any kind, including, without limitation, inoperative equipment of any kind, discarded or inoperative motor vehicles, and discarded appliances or furniture. Trash, garbage and other waste shall be maintained until disposal in secure and sanitary containers, and shall not be permitted to accumulate unreasonably. Materials incident to the construction of improvements may be stored on Lots to the extent that construction progresses without unreasonable delay.
- (10) No garage, garage house, or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant, or other person, prior to the construction of a residence.
- (11) No air-conditioning apparatus shall be installed on the ground in front of any residence, nor shall any such apparatus be attached to the front wall or window of any residence. No evaporator cooler shall be attached to the front wall or window of any residence.
- (12) Except with the prior written consent of the ACC, which consent shall not be unreasonably withheld, no antennas, discs, or other equipment for the sending or receiving of electronic signals shall be permitted within the Project, excepting only antennas for AM or FM radio reception, and UHF and VHF television reception, which antennas shall be located within the attic area of the main residential structure, and therefore invisible from the exterior of such structure. Upon the prior written approval of the ACC, one (1) satellite dish may be installed, with Lot owners using their best efforts to ensure such dish is screened from public view from any street, sidewalk, alley, park, or other public area. No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the ACC.
- (13) No Lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind. No activity, whether for profit or not for profit, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Project, nor shall anything be done which is or may become an annoyance or nuisance to the residents of the Project. Nothing in this subparagraph shall prohibit any builder the temporary use of a residence as a sales office until the builder's last residence in the Project is sold, nor prohibit any builder to use a temporary structure located on a Lot in the Project as a sales or construction office until such time as the builder's last residence in the Project is sold. In addition, nothing in this subparagraph shall prohibit an owner's use of a residence for certain quiet or inoffensive purposes which shall include, without limitation, providing tutoring or art lessons, provided that the activities so undertaken do not materially increase the number of cars parked on the street, or unreasonably interfere with the quiet enjoyment of adjoining or nearby property.
- (14) No fence, wall, hedge, shrub, or other planting which obstructs sight lines at elevations between three vertical feet (3 VF) and six vertical feet (6 VF) above the adjoining roadways shall be placed or permitted to remain on any corner Lot within a triangular area formed by the street right-of-way lines, and a line connecting such right-of-way lines from point ten linear feet (10 LF) from the intersection of such right-of-way lines, or, in the instance of a rounded corner, from the intersection of the street rights-of-way line as extended. No tree shall be permitted to remain within any such area unless the foliage is maintained at a height above or below the sight line to prevent obstruction of the sight line.
- (15) Except for children's playhouses, dog houses, greenhouses, gazebos, and buildings for the storage of lawn maintenance equipment, no building previously constructed and existing elsewhere shall be moved onto any Lot within the Project.

- (16) Easements are reserved as shown on the recorded plat of said subdivision, reference to which is hereby made for all purposes. Within publicly recorded easements on any Lot, no structures, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of utilities, which may change the direction of flow within drainage channels, or which may obstruct or retard the flow of water through drainage channels or easements.
 - (17) The general grading, slope and drainage plan for a Lot may not be materially altered without the approval of Ellis County, or an alternative agency with requisite authority, and the ACC. Neither the Declarant nor his successors or assigns, shall be liable for any loss of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After building construction, all Lots will be graded so that surface water will flow to streets, drainage easements, or Common Properties, and in conformity with the general drainage plans for the subdivision.
 - (18) No sign of any kind shall be displayed to public view on any Lot except one (1) professionally fabricated sign of not more than five square feet (5 SF) advertising the property for sale, lease or rent, or signs used by the Developer, or any builder, to advertise the Property for sale during the period prior to the initial sale of single-family residences on all of the Lots within the Project. Declarant, or its agents, shall have the right to remove any sign, billboard, or other advertising structure not in compliance with the provisions hereof, and shall not by virtue of such action be subject to any liability for trespass or otherwise.
 - (19) The drying of clothes in public view is prohibited. The owners or occupants of any Lot located at the intersection of public streets where the rear yard is visible to public view shall erect a drying yard, or other suitable enclosure, to screen from public view the equipment which is incident or requisite to normal residential purposes, including, without limitation, clothes drying equipment, yard maintenance equipment, and compost piles.
 - (20) No above ground-level swimming pool may be installed on any Lot.
 - (21) Each residence situated on a Lot shall be connected to the water lines as soon as practicable after same are available at the Lot line. Portable toilets will be required during building construction. The installation and use of any propane, butane, LP Gas or other gas tank, bottle, or cylinder of any type (except portable gas grills), shall require the prior written approval of the ACC, and, if so approved, the ACC may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or from any other Lot.
- c. **Minimum Set Back Lines.** No structure of any kind, and no part thereof, shall be placed on any Lot except within the set back lines established on the final plats of the subdivision.
- (1) 75 feet from any public or private street right-of-way that faces the front of any single-family residence located on such Lot;
 - (2) 50 feet from any public or private street right-of-way that faces the side of any single-family residence located on such Lot;
 - (3) 25 feet from any rear property line; or,
 - (4) 25 feet from any interior side lot lines.
 - (5) Notwithstanding the requirements of Article V, § 1c(1) through (4), above, to the extent acceptable to Ellis County, Texas, the following improvements are expressly EXCLUDED from these set back restrictions:

- i. Structures below and covered by the ground;
 - ii. Steps, walks, driveways, and curbing;
 - iii. Fences not to exceed 6 feet in height, and hedges not to exceed 9 feet in height;
 - iv. Landscaping; and,
 - v. Any other improvements approved in writing by the ACC.
- d. **Garages and Parking.**
- (1) No garage may be left open to the street for any extended period of time.
 - (2) No garage shall be permitted to be enclosed for living or used for purposes other than storage of automobiles and related normal uses.
- e. **Landscaping, Walls, and Fences.**
- (1) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain in any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines; or, in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained an appropriate height to prevent obstruction of such lines.
 - (2) No structure, wall, fence, or hedge over 4 feet in height shall be constructed, erected, placed, painted, set out, maintained, or permitted upon any Lot outside the front building line on any Lot, or any side street building line, except as approved in writing by the ACC.
 - (3) No fence, wall or hedge shall exceed eight (8) feet in height. With the prior written approval of the Architectural Control Committee, solid fences will be permitted around pools, jacuzzis, or hot tubs, provided such fences are not situated on or near the Lot lines and do not materially interfere with the natural views from other Lots and/or the Common Properties. Unless otherwise approved by the ACC, no chain link fences or other wire-type fences shall be erected on any Lot except for temporary chain link fencing installed along the perimeter of the subdivision for interim security. Chain link fencing on tennis courts will only be allowed with the express written approval of the ACC. Upon submission of a written request for same, the ACC may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where in the opinion of the ACC, the fence or wall is an integral part of the home. No member of the ACC shall be liable to any owner for any claims, causes of action, or damages arising out of the grant of any such variance to any owner. Each request for a variance submitted under this paragraph shall be reviewed separately and apart from other such requests and the grant of a variance to an owner shall not constitute a waiver of the ACC's right to strictly enforce the restrictions provided hereunder against any other Owners.
 - (4) The Owners thereof shall maintain the exterior of all structures on their Lots and their yards, hedges, plants, and shrubs in a neat and trim condition at all times.
- f. **Restrictions on Certain Lots.** With regard to Lots 1 and 6 of Block 1, and Lots 7, 8, and 9 of Block 2, the following restrictions shall apply:
- (1) Each Owner, by purchasing one of the above-referenced Lots, affirmatively assents to the building of a fence thereon by the Declarant or to allowing the fence previously constructed thereon to remain on the Lot along designated portions of the perimeter of the Lot and further agrees that said fence, which has been or will be constructed by the developer, will not be removed, destroyed, altered, or painted

by the owner of such respective Lot unless such removal, destruction, alteration, or painting shall have been previously authorized and approved in writing by the Shiloh Downs Property Owners Association.

- (2) The owner of each of said Lots shall be responsible for maintaining said fence and shall do so in accordance with the directives of the Shiloh Downs Property Owners Association.
- (3) No additional fence shall be installed or constructed on either side of said fence unless the installation of the additional fence is approved by the Shiloh Downs Property Owners Association, which approval shall be granted only if the new fence will not seriously detract from the uniform appearance of the area bounded by said fence.
- (4) If an owner fails to maintain his section of said fence in a satisfactory manner or fails to comply with the other provisions set forth in this section, then the Shiloh Downs Property Owners Association may take whatever action it deems appropriate, including, but not limited to, maintaining said fence or removing a fence built contrary to the terms of these restrictions, or in otherwise enforcing the terms of this section, shall be borne by the owner of the Lot and shall be paid by the owner to the Association. Said costs shall constitute a lien upon the property to which the costs apply if not paid with forty-five (45) days of the date payment is requested.

g. Common Utility Lines and Drainage. The rights and duties of the owners of Lots within the Property with respect to water, electricity, telephone, and cable television lines and drainage facilities shall be governed by the following:

- (1) Wherever water service connections or natural gas, electricity, or telephone and cable television or drainage facilities are installed within the subdivision which connection lines or facilities, or any portion thereof, lie in or upon Lots owned by any party other than the owner of a Lot served by said connections, lines, or facilities, such owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within the Property within or upon which said connections, lines, or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary.
- (2) Wherever water service connections, natural gas, electricity, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service such owner's Lot.

h. Easements.

- (1) Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas, and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer same.
- (2) An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Properties to render any service.
- (3) Each Lot and its owner within the subdivision is hereby declared to have an easement not to exceed one (1) foot in width, and the same is hereby granted to Declarant, over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said owner or owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of the Lot.

ARTICLE VI
MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including lessees) of any part of the Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Properties so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Keeping lawn and garden areas alive, free of weeds, and attractive.
- e. Keeping parking areas, driveways, and sidewalks in good repair.
- f. Complying with all government, health, and police requirements.
- g. Repainting of improvements.
- h. Repair of exterior damage to improvements.

Section 2. Enforcement. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass, or otherwise, to any person. The Owners and occupants (including lessees) of any part of the Properties on which such work is performed shall jointly and severally be liable for the cost of such work, and shall promptly reimburse the Association for such cost, together with interest at the same rate as provided for delinquent assessments and costs and expenses of collecting, including attorney fees and court costs. If such Owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons, jointly and severally, and shall constitute a lien against the portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, Section 10, above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

Section 3. Failure to Control Weeds and Grass. If, at any time, an owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the owner of said Lot a sum equal to the cost to the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed twelve (12) inches in height, the Association shall have the right and authority to mow and clean the Lot as aforesaid. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time the assessment occurred. Each and every owner of any Lot, by the acceptance of a deed or other conveyance of such Lot shall thereby covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

**ARTICLE VII
COMMON PROPERTIES**

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 of this Article VII, every Owner shall have a right and easement of enjoyment in and to the Common Properties, and may delegate the same to his or her family, tenants, and social invitees. No property owner who owns Lots adjacent to a common area shall be allowed to perform any activity on his property that inhibits other property owners' use of the Common Properties. No property owner may fence in any part of a common area.

Section 2. Title to Common Properties. Declarant shall convey ownership of the Common Properties to the Association, which shall be responsible for their operation and maintenance, at such point in time deemed reasonable and appropriate by the Declarant. Prior to the date the Common Properties are conveyed to the Association the Declarant shall retain the right to sell portions of the Common Properties to Lot owners if Declarant, in his sole discretion, deems such sale to be in the best interest of the development.

Section 3. Extent of Easements. The right and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Properties;
- b. Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;
- c. The right of the Association to enter into and execute contracts with third parties (including the Declarant, or an affiliate of the Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;
- d. The right of the Declarant, subject to approval by written consent by the member(s) having a majority of the outstanding votes of the Association, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such member(s).
- e. The right of the Declarant, at any time, to make such reasonable amendments to the Plat (herein so called) of the subdivision recorded in the Map Records of Ellis County, Texas (hereinafter referred to as the "Plat") as it deems advisable, in his sole discretion.
- f. The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association, as defined in Article II hereof, or such higher vote as may be required by law, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;
- g. The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof;
- h. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure;
- i. The right of the Association to suspend the easements of enjoyment of any member of the Association during any period of time when any assessment levied under Article III hereof remains unpaid or such member is in default in the performance of any other obligations under this Declaration or the Association's Bylaws, and for any period and not exceeding sixty (60) days for each infraction of the Association's published rules and regulations.

Section 4. Restrictions.

- a. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.
- b. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such owner's family, guests, pets, or invitees.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 1. Duration. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of the Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including 31 December, 2038, after which time said covenants shall be automatically extended for a successive period of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance, and shall set forth the purpose of such meeting; *PROVIDED, HOWEVER*, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Deed Records of Ellis County, Texas.

Section 2. Amendments. Articles V and VI of this Declaration may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of the membership of the Association as defined in Article II hereof, with both classes of the membership voting together. All other Articles may be amended or terminated prior to 1 January 2008 by sixty percent (60%) of the total eligible votes of each class of members voting separately. Thereafter, all Articles may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of each class of members voting separately. Thereafter, all Articles may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of the membership voting together at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided that Declarant must consent thereto if such amendment or termination is to be effective prior to 31 December, 2007. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Dallas County, Texas, with the signatures of the requisite number of the owners of the Properties (and the signature of Declarant if prior to 31 December, 2007).

Section 3. Enforcement. In the event of a violation or breach by any person or entity of any of the covenants and restrictions set forth in this Declaration, and any Supplementary Declaration, Declarant and/or the Association, through their duly designated representatives, and the Owners of the Lots, or any of them jointly or severally, have the right, but not the duty, immediately to proceed at law or in equity to compel compliance with the terms hereof, or to prevent the violation or breach of any of them. In addition to the foregoing right, Declarant and/or the Association, through their duly designated representative shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement shall not be considered a trespass. The failure of the Association or any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. The granting of any variance with respect to any protective covenant shall apply only to the particular circumstances set forth therein and shall in no event be deemed a waiver of the right to enforce such protective covenant under other circumstances.

Section 4. Rights of Ingress/Egress. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out of the Association of its functions, duties, and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the owner as practical, and any damage caused by the Association's entry, other than damages caused by the owner, shall be repaired by the Association at the expense of the Association

Section 5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration or any Supplementary Declaration shall be or become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration, and all Supplementary Declarations, shall continue in full force and effect, and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 6. Notice. Wherever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such notice to the member at the address of such member appearing on the records of the Association. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Section 7. Titles. The titles, headings, and captions that have been used throughout this Declaration are for convenience only and are not to be used in constructing this Declaration, or any part thereof.

EXECUTED as of the day and year first above written.

JOHN A. BASS, DECLARANT

John A. Bass

John A. Bass
Individually

STATE OF TEXAS

§
§
§

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, on this day personally appeared John A. Bass, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of MAY 1999.

Annita M. Johnston

Notary Public in and for the
State of Texas

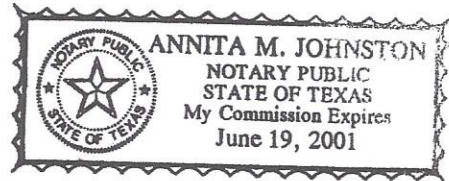


EXHIBIT "A"
TO DECLARATION OF
SHILOH DOWNS, AREA NO. I
ELLIS COUNTY, TEXAS

BEING PART OF A TRACT OF LAND SITUATED IN THE E. S. MILLER SURVEY, ABSTRACT NO. 702, ELLIS COUNTY, TEXAS, AS RECORDED AT VOLUME 445, PAGE 402, OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THRU 6, BLOCK 1 AND LOTS 6, 7, & 8, BLOCK 2, SHILOH DOWNS SUBDIVISION, ELLIS COUNTY, TEXAS AS RECORDED AT PAGE 168 VOLUME D OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS.

EXHIBIT "B"
TO DECLARATION OF
SHILOH DOWNS, AREA NO. I
ELLIS COUNTY, TEXAS

[Metes and bounds legal description of entire Shiloh Downs property.]

LEGAL DESCRIPTION:

BEING A 346.0 ACRE TRACT OF LAND OUT OF THE E.S. MILLER SURVEY, A-702
ELLIS COUNTY, TEXAS AND BEING FILED FOR RECORD IN THE DEED RECORDS
AT VOLUME 445, PAGE 402, D.R.E.C.T. AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT:
THENCE, EAST 2536.59 FEET:
THENCE, SOUTH 681.04 FEET:
THENCE, EAST 2015.0 FEET:
THENCE, S 00 DEGREES 45 MINUTES W, 2349.76 FEET:
THENCE, WEST 1867.0 FEET:
THENCE, S 00 DEGREES 07 MINUTES E, 94.0 FEET
THENCE, WEST 484.0 FEET:
THENCE, S 00 DEGREES 07 MINUTES E, 1100.60 FEET TO A POINT IN THE
NORTH RIGHT OF WAY LINE OF VINSON LANE:
THENCE, WEST 590.0 FEET:
THENCE, NORTH, WEST AND SOUTH WITH THE EAST, NORTH AND WEST LINES
OF A 10 ACRE TRACT OF LAND TO A POINT SAID POINT BEING IN THE NORTH
RIGHT OF WAY LINE OF VINSON LANE:
THENCE WEST 450.0 FEET WITH THE SAID RIGHT OF WAY LINE OF VINSON
LANE TO A POINT SAID POINT BEING THE SOUTHWEST CORNER OF SAID
346.0 ACRE TRACT:
THENCE, N 00 DEGREES 25 MINUTES W 4199.78 FEET TO THE PLACE OF
BEGINNING AND CONTAINING 346.0 ACRES OF LAND MORE OR LESS.

**SUPPLEMENTARY DECLARATION NO. 1
OF
SHILOH DOWNS
AREA NO. II
ELLIS COUNTY, TEXAS**

This *Supplementary Declaration No. 1 of Shiloh Downs Area No. II* (the "*First Supplementary Declaration*") is made as of the 19th day of September 2000 by John A. Bass, an individual resident of Ellis County, Texas, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant executed a *Declaration of Shiloh Downs Area No. I* (the "*Declaration*") on the 4th day of May, 1999, applicable to certain real property described in Exhibit "A" thereto and located in Ellis County, Texas, and,

WHEREAS, the Declaration was filed of record in Volume 01567, Page 1239 of the Deed Records of Ellis County, Texas, on 4 May 1999; and,

WHEREAS, Article V, Section 1 of the Declaration, as written, is applicable only to the real property described in said Exhibit "A" thereto, and not to real property which may be added to the scheme of the Declaration by supplementary declaration; and,

WHEREAS, Article I, Section 3 of the Declaration permits the addition of property to the scheme thereof by filing a supplementary declaration of record, which supplementary declaration may modify Article V, Section 1 of the Declaration as it pertains to such additional property; and,

WHEREAS, Declarant desires to so add additional property, located within the boundaries of the property described in Exhibit "B" to the Declaration, to the scheme of the Declaration and to extend Article V, Section 1 of the Declaration, as hereinafter modified, to said additional property;

NOW THEREFORE, John A. Bass, as Declarant, hereby declares as follows;

That the real property described in Exhibit "A-2" attached hereto and incorporated herein by this reference for all purposes (designated as *Area No. II* for purposes of this *First Supplementary Declaration*) is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used, and occupied subject to covenants, restrictions, easements, charges, and liens set forth in the Declaration, specifically including, but without limitation, Article V, Section 1 thereof (the Declaration being incorporated herein by this reference for all purposes); *provided, however*, as it pertains to Area No. II, and to the remaining lots in Area No. I owned by Declarant on the date hereof, Article V, Section 1 is hereby modified as follows:

1. Article V, Section 1a. Use Limitations, sub-paragraph (2) is amended in its entirety to read as follows:
 - (2) The total air-conditioned living area of the main residential structure to be erected on each Lot within the Project, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than three thousand square feet (3,000 SF), or the minimum habitable floor area as specified by Ellis County, whichever is greater, PROVIDED FURTHER


that not less than two thousand square feet (2,000 SF) shall be covered ground floor area.

2. Article V, Section 1c. Minimum Set Back Lines is amended in its entirety to read as follows:

c. Minimum Set Back Lines. No structure of any kind, and no part thereof, shall be placed on any Lot except within the set back lines established on the final plats of the subdivision; provided, however, the following improvements are expressly EXCLUDED from the set back restrictions:

- (1) Structures below and covered by the ground;
- (2) Steps, walks, driveways and curbing;
- (3) Fences not to exceed 6 feet in height, and hedges not to exceed 9 feet in height;
- (4) Landscaping; and,
- (5) Any other improvements approved in writing by the ACC.

EXECUTED as of the day and year first above written.

By: 
John A. Bass
Declarant

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, in and for said county and state, on _____ September 2000, personally appeared John A. Bass, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, upon his oath, that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of September 2000.

Notary Public in and for Ellis County, Texas

EXHIBIT A-2

**SHILOH DOWNS, AREA NO. II
LEGAL DESCRIPTION**

BEING PART OF A TRACT OF LAND SITUATED IN THE S. MILLER SURVEY, ABSTRACT NO. 702, ELLIS COUNTY, TEXAS, AS RECORDED AT VOLUME 445, PAGE 402, OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots 10 thru 21 and Lots 29 and 30, Shiloh Downs Subdivision, Ellis County, Texas, as recorded at Volume _____, Page _____, of the Deed Records of Ellis County, Texas.

SUPPLEMENTARY DECLARATION NO. II
OF
SHILOH DOWNS
AREA NO. III
ELLIS COUNTY, TEXAS

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This *Supplementary Declaration No. 2 of Shiloh Downs Area No. III* (the "*Second Supplementary Declaration*") is made as of the 15th day of April 2005 by John A. Bass, an individual resident of Ellis County, Texas, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant executed a *Declaration of Shiloh Downs Area No. I* (the "*Declaration*") on the 4th day of May, 1999, applicable to certain real property described in Exhibit "A" thereto and located in Ellis County, Texas, and,

WHEREAS, the Declaration was filed of record in Volume 01567, Page 1239 of the Deed Records of Ellis County, Texas, on 4 May 1999; and,

WHEREAS, Declarant executed *Supplementary Declaration No. 1 of Shiloh Downs Area No. II* (the "*First Supplementary Declaration*") on the 19th day of September, 2000, applicable to certain real property described in Exhibit "A-2" thereto and located in Ellis County, Texas, and,

WHEREAS, the Declaration was filed of record in Volume 01732, Page 2387 of the Deed Records of Ellis County, Texas, on 13 October 2000; and,

WHEREAS, Article V, Section 1 of the Declaration, as written, is applicable only to the real property described in said Exhibit "A" thereto, and not to real property which may be added to the scheme of the Declaration by supplementary declaration; and,

WHEREAS, Article I, Section 3 of the Declaration permits the addition of property to the scheme thereof by filing a supplementary declaration of record, which supplementary declaration may modify Article V, Section 1 of the Declaration as it pertains to such additional property; and,

WHEREAS, Declarant desires to so add additional property, located within the boundaries of the property described in Exhibit "B" to the Declaration, to the scheme of the Declaration and to extend Article V, Section 1 of the Declaration, as hereinafter modified, to said additional property;

NOW THEREFORE, John A. Bass, as Declarant, hereby declares as follows;

That the real property described in Exhibit "A-3" attached hereto and incorporated herein by this reference for all purposes (designated as *Area No. III* for purposes of this *Second Supplementary Declaration*) is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used, and occupied subject to covenants, restrictions, easements, charges, and liens set forth in the Declaration, specifically including, but without limitation, Article V, Section 1 thereof (the Declaration being incorporated herein by this reference for all purposes); provided, however, as it pertains to Area No. III, Area No. II, and to certain lots in Area No. I owned by Declarant on the date of the recordation of the First Supplementary Declaration, Article V, Section 1 is hereby modified as follows:

1. Article V, Section 1a. Use Limitations, sub-paragraph (2) is amended in its entirety to read as follows:

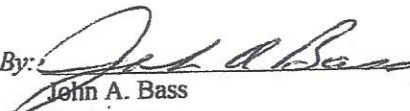
(2) The total air-conditioned living area of the main residential structure to be erected on each Lot within the Project, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than three thousand square feet (3,000 SF), or the minimum habitable floor area as specified by Ellis County, whichever is greater, PROVIDED FURTHER that not less than two thousand square feet (2,000 SF) shall be covered ground floor area.

2. Article V, Section 1c. Minimum Set Back Lines is amended in its entirety to read as follows:

c. Minimum Set Back Lines. No structure of any kind, and no part thereof, shall be placed on any Lot except within the set back lines established on the final plats of the subdivision; provided, however, the following improvements are expressly EXCLUDED from the set back restrictions:

- (1) Structures below and covered by the ground;
- (2) Steps, walks, driveways and curbing;
- (3) Fences not to exceed 6 feet in height, and hedges not to exceed 9 feet in height;
- (4) Landscaping; and,
- (5) Any other improvements approved in writing by the ACC.

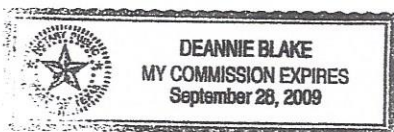
EXECUTED as of the day and year first above written.

By: 
John A. Bass
Declarant

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, in and for said county and state, on 20 ^{Sept} ~~April~~ 2005, personally appeared John A. Bass, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, upon his oath, that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of ^{Sept} ~~April~~ 2005.



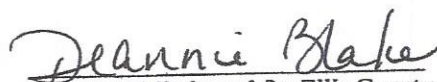

Notary Public in and for Ellis County, Texas

EXHIBIT A-3**SHILOH DOWNS, AREA NO. III
LEGAL DESCRIPTION**

BEING PART OF A TRACT OF LAND SITUATED IN THE S. MILLER SURVEY, ABSTRACT NO. 702, ELLIS COUNTY, TEXAS, AS RECORDED AT VOLUME 445, PAGE 402, OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots 22 thru 28, Phase 3, Shiloh Downs Subdivision, Ellis County, Texas, as recorded at Volume _____, Page _____, of the Deed Records of Ellis County, Texas, and Lots 31 thru 58, Phase 4, Shiloh Downs Subdivision, Ellis County, Texas, as recorded at Volume _____, Page _____, of the Deed Records of Ellis County, Texas. .

**SUPPLEMENTARY DECLARATION NO. 3
OF
SHILOH DOWNS
AREA NO. III
ELLIS COUNTY, TEXAS**

This SUPPLEMENTARY DECLARATION NO. 3 OF SHILOH DOWNS AREA NO. III (the "Third Supplementary Declaration") is made as of the 8th day of May 2007 by John A. Bass, an individual resident of Ellis County, Texas, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant executed a DECLARATION OF SHILOH DOWNS AREA NO. 1 (the "Declarant") on the 4th of May, 1999, applicable to certain real property described in Exhibit "A" thereto and located in Ellis County, Texas, and,

WHEREAS, the Declaration was filed of record in Volume 01567, Page 1239 of the Deed Records of Ellis County, Texas, on May 4, 1999, and,

WHEREAS, Declarant executed SUPPLEMENTARY DECLARATION NO. 1 OF SHILOH DOWNS AREA NO. II (the "First Supplementary Declaration") on the 19th day of September, 2000, applicable to certain real property described in Exhibit "A-2" thereto and located in Ellis County, Texas, and,

WHEREAS, the Declaration was filed of record in Volume 01732, Page 2387 of the Deed Records of Ellis County, Texas, on October 13, 2000, and,

WHEREAS, Declarant executed SUPPLEMENTARY DECLARATION NO. 2 OF SHILOH DOWNS AREA NO. III (the "Second Supplementary Declaration") on the 20th day of September, 2005, applicable to certain real property described in Exhibit "A-3" thereto and located in Ellis County Texas, and,

WHEREAS, the Declaration was filed of record in Volume 02209, Page 2028 of the Deed Records of Ellis County, Texas, on April 11, 2006, and,

NOW TREREFORRE, John A. Bass, as Declarant, hereby declares as follows:

That the real property described in Exhibit "A-3" attached hereto and incorporated herein by this reference (designated as AREA NO. III for purposes of this THIRD SUPPLEMENTARY DECLARATION) is and shall be subject to the scheme of the Declaration, Provided However, as it pertains to certain lots in AREA III owned by Declarant is hereby modified as follows:

1. Article V, Section 1c. Minimum Set Back Lines is amended as follows:

PAGE 1 OF 3 PAGES

COUNTY CLERK'S MEMO
Instrument UNSATISFACTORY
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INST NO: 0713532 FILING DATE/TIME: MAY 08, 2007 AT 02:48:00 PM

(1) Lots 31 thru 58 in Phase 4 as described in Exhibit "A-3" are hereby modified as follows.

- a. The minimum set back lines (building line) shall be 100 feet from any public or private street right-of way that faces the front of any residence located on such lot.
- b. The minimum set back shall be 50 feet from any interior side lines or rear property line.
- c. The above modifications only effect Lots 31 thru 58.

EXECUTED as of the day and year first written.

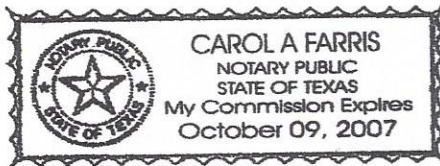
By *John A. Bass*
 John A. Bass - Declarant

THE STATE OF TEXAS

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, in and for said county and state, on 8th May 2007, personally appeared John A. Bass, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, upon his oath, that he executed the same for the purposes and considerations expressed.

GIVEN UNDER ME HAND AND SEAL OF OFFICE this 8th day of May, 2007..



Carol A. Farris

Notary Public in and for Ellis County, Texas

COUNTY CLERK'S MEMO
 Instrument UNSATISFACTORY
 For microfilm recording

EXHIBIT A-3

**SHILOH DOWNS, AREA NO. III
LEGAL DESCRIPTION**

BEING PART OF A TRACT OF LAND SITUATED IN THE S. MILLER SURVEY, ABSTRACT NO. 702, ELLIS COUNTY, TEXAS, AS RECORDED AT VOLUME 445, PAGE 402, OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots 22 thru 28, Phase 3, Shiloh Downs Subdivision, Ellis County, Texas, as recorded in Cabinet H, Slides 144 and 145, of the Deed Records of Ellis County, Texas, and Lots 31 thru 58, Phase 4, Shiloh Downs Subdivision, Ellis County, Texas, as recorded in Cabinet H, Slide 306, of the Deed Records of Ellis County, Texas.