

Exhibit "B"

In accordance with the Declaration of Covenants, Conditions, and Restrictions recorded at Volume 3804, Page 250 of the Official Public Records of Grayson County, Texas ("the CC&R's") for Sunset Ridge Addition, _____ ("Owner") of Lot ____ hereby clarifies and adds the following to the CC&R's.

Deed Restrictions, Number 1 shall be amended to state "All lots except for Lot #13 shall be known and described as single family residential lots, and the residence on such lots shall be one story, one and half story or two story structures with a minimum of a two car garage and shall be used for purposes of a residence in the usual and customary manner."

Deed Restrictions, Number 2 shall be amended to state "Only one residence shall be permitted per lot; however, separate guest living quarters are permitted."

Deed Restrictions, Number 4 shall be amended to add at the end of the paragraph "Craftsman/Farmhouse style home with fiber cement siding shall be permitted."

Deed Restrictions, Number 12 shall be amended to state "There shall be no commercial or industrial improvements or structures erected on the premises of any lot with the exception of Lot 13. This lot may be used for commercial purposes."

Deed Restrictions, Number 14 shall be amended to state "All barns, or other outbuildings shall be of similar materials as residence or pre-engineered metal. All barns or other outbuildings must be behind the rear of the residence."

Deed Restrictions, Number 15 shall be amended to state "Fencing must be of wood, pipe and cable, or pipe and no-climb livestock wire and may encompass the entire property."

Deed Restrictions, Number 18 shall be amended to state "Trucks with tonnage in excess of one (1) ton shall not be permitted to park overnight on the streets, driveways or otherwise within the subdivision. No motor home may be stored, maintained or kept on any lot covered by these covenants unless it shall be parked behind or beside the main dwelling. No mobile home or manufactured home shall be permitted."

Deed Restrictions, Number 19 shall be amended to state "No inoperable truck, tractor or trailer may be parked on the street, in the driveway, or any place within the addition at any time. No vehicle of any size which transports flammable or explosive cargo may be kept in this addition at any time. A livestock trailer, boat, houseboat, or other similar water borne vehicle may be maintained, stored or kept on any lot covered by the covenants if stored behind a fence or wall beside or behind the main dwelling."

Deed Restrictions, Number 24 shall be amended to state "No trade or business of any kind shall be conducted upon the property or any part thereof, except for Lot 13."

The Owner hereby affirms that the aforementioned revisions to the CC&R's remain in the general plan of the Deed Restrictions contained in the CC&R's and shall inure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein and the Purchaser of said Lot _____ agrees to the same.

Owner:

Purchaser:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SUNSET RIDGE ADDITION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT WHEREAS, Glow Ridge LTD, hereinafter called the "Declarant", is the Owner of all that certain real property located in Grayson County, Texas and described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part hereof, and their heirs, successors and assigns, and which easements, covenants, and conditions shall inure to the benefit of each Owner thereof.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Owner" shall mean and refer to the record owner, or purchaser under a contract for deed, whether one or more persons or entities, of the fee simple title or an equitable interest therein, to any lot or portion of a lot, and including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
- (b) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (c) "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and sub-division map recorded in Volume 17, at Page 44, of the Plat Records of Grayson County, Texas, on which there is or will be built a single family dwelling or in some limited locations, commercial

structures. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

- (d) "Declarant" shall mean and refer to Glow Ridge, LTD, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.
- (e) "Sub-division" shall mean the sub-divided real property hereinbefore described and known as "Sunset Ridge Addition", and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

DEED RESTRICTIONS

1. All lots except for lot#12, lot #13, and lot #14 shall be known and described as single family residential lots, and the residence on such lots shall be one story, one and half story or two story structures with a minimum of a two car garage and shall be used for purposes of a residence in the usual and customary manner.
2. Only one residence shall be permitted per lot.
3. No noxious or offensive trade or activity shall be carried on upon any lots, or shall anything be done thereon which may be or become an annoyance to the neighbors.
4. Any one story residence erected shall not have less than 1500 square feet of living area, excluding all porch and garage areas. Any one and a half or two story residences erected shall have not less than 1900 square feet of living area excluding all porch and garage areas. The exterior walls of the main structure erected on the lot shall be a minimum of 70% of the total outside wall area of brick, stone, or stucco. The remaining 30% of the exterior wall areas may be wood or Cementious fiber siding.
5. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit or out building upon the property.
6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

7. No structure shall be built on any easement intended for the installation and maintenance of utilities and drainage. The drainage easements shown in this recorded plat are provided for the utilities. Each lot owner is responsible for the upkeep and maintenance of that portion of the easement that falls on his lot.
8. No lot owner may change or alter the natural flow of runoff drainage water.
9. These covenants, reservations, and restrictions shall be binding on all parties and all persons and parties claiming under them, unless an instrument signed by a 70% majority of the current owners of the lots has been recorded, agreeing to change said restrictions, reservations, and covenants in whole or part.
10. Enforcement of these covenants, reservations and restrictions shall be proceedings at law or in equity against any party, person or persons violating or attempting to violate any covenant, reservation or restriction, either to restrain violation or to recover damage.
11. Lots must be kept mowed and clear of debris so as not to be annoyance nuisance, or eyesore to the neighborhood.
12. There shall be no commercial or industrial improvements or structures erected on the premises of any lot with the exception of lots #12, 13, and 14. These lots may be used for commercial purposes. All elevations, signage, fencing, and detailed building plans must be approved by Billy Frank Lovejoy and Jack W. Young prior to construction. No lot is to be used for industrial purposes.
13. The dedicator herein, or its assigns, shall have the right to sell, transfer, or convey to any person, firm or corporation, and or all of the rights, reservations, reversions, easements, and privileges herein stated, or those that may be placed in the deed or deeds of conveyance of such rights; such grantees, as well as successive grantees, may reassign such rights.
14. All barns, separate detached garages and other outbuildings shall be of similar materials or construction as residence buildings. All other buildings that are not of the main residence structure shall be located behind the main building.
15. Fencing may begin at the front corners of the residence and shall extend to the sides and rear of the property. No fencing shall extend toward the street from the residence or across the front of the property other than on lots # 14, 15, 16, 17, and 18. On these lots the fence may extend

forward (toward the street) on the property so long as a minimum of 100 ft. is left open (unfenced) in front of the residence.

16. All electricity shall be run in accordance to plot easements and approval of Grayson Collin Electric Company.
17. The roof of any structure shall be constructed of fireproof materials. The main roof lines on all residences shall be a minimum pitch of 6/12 and a maximum pitch of 14/12.
18. Trucks with tonnage in excess of one (1) ton shall not be permitted to park overnight on the streets, driveways or otherwise within the subdivision. No motor home may be stored, maintained or kept on any lot covered by these covenants unless it shall be parked in rear of the property out of public view. No mobile home or manufactured home shall be permitted in this addition at any time or any place.
19. No truck tractor or trailer may be parked on the street, in the driveway, or any place in the addition at any times. No vehicle of any size which transports inflammatory or explosive cargo may be kept in this addition at any time. A motor boat, house boat, or other similar water borne vehicle may be maintained, stored or kept on any lot covered by the covenants only if housed completely within a structure or behind a fence or wall out of view from the public.
20. Every residence constructed on any residential lot shall front on the street which provided access. Residence construction shall be in a continuous line along building set back facing street. Front setback shall be a minimum of 50 feet from property line. Side setback of any structure shall be fifteen (15) feet and the rear setback shall be 25 feet from the property lines.
21. Construction of any residence shall be completed within 9 months from the date of start. (That is when the foundation is poured)
22. ~~No structure of a temporary character, trailer, mobile home, tent shack, garage, barn, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently. No garage, servant house, garage house, or outbuilding shall be occupied by the owner or tenant or anyone prior to the erection of the main dwelling.~~
23. No sign of any kind shall be displayed to the public view on any lot except one which is not more than seven (7) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during construction and sales period. The owner, as above defined, may

display larger signs advertising the sale of lots until such time as all lots are sold.

24. No trade or business of any kind shall be conducted upon the property or any part thereof, except for lots #12, 13, and 14.
25. No poultry or swine of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept in reasonable numbers so long as they do not constitute an annoyance to or nuisance to the neighborhood and provided that they are not kept, bred or maintained for commercial purposes. Horses, bovine, sheep or goats may be kept on lots that exceed one and a half (1 1/2) acres of land and provided that the sum total of all these type animals does not exceed one animal per three quarter (3/4) acre of land. Anything pertaining to this restriction is subject to all applicable county, state, and federal law, rules or regulations.
26. No radio, television towers, or aerial wires shall be maintained on any lot that does not contain a residential structure, and no commercial towers for that purpose shall be constructed. Any of the above shall be located to the back of the residence. Satellite dishes greater than 24" shall not be permitted.
27. All construction shall comply with applicable zoning, ordinances, building codes, fire codes, and any other laws, ordinances or regulations of any applicable governmental body or agency including but not limited to city, county, state and federal governments and agencies.
28. No automotive maintenance or repair of any kind whatsoever shall be permitted outside of an enclosed garage.
29. No above ground propane or butane tanks shall be placed on any of the lots in the addition, unless completely enclosed by wooden fence or screen wall so as to be out of sight from the street.
30. All mail box structures shall be constructed of the same principal material of the exterior walls of the residence. The configuration design of each mail box structure shall be in accordance with the U. S. Post Office regulations.
31. All septic tank systems installed on any of the lots shall be of the aerobic kind unless specified by the county health department otherwise. All septic systems shall be approved and inspected by the county health department.
32. All driveways shall be paved with concrete, asphalt with a limestone base or a crushed granite topping with a limestone base equal to or better than

the county road adjoining the property. All drive entrances shall have tin horns and culverts as required by the county or the state. Each culvert or tin horn shall be at least 20' wide with sloped ends encased in a concrete bed.

33. The hanging of laundry shall ~~not~~ be prohibited in the front or side yards of a residence.
34. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.
35. None of the lots shall re-subdivided in any fashion except that any person owning two or more adjoining lots may consolidate such lots provided that such consolidation does not result in any building violations or any other restrictions.

The owner may include restrictions, other than those set out herein, in any contract or deed to any tracts without otherwise modifying the general plan above outlined, and such other restriction or restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.

The restrictions herein set out shall be referred to, adopted and made part of each and every contract and deed executed by and on behalf of the undersigned conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein, and each contract and deed shall be conclusively held to have so executed, delivered and accepted upon the expressed conditions herein state.

Lots #12, 13, and 14 shall be used for commercial service or residential purposes only.

GENERAL PROVISIONS

The Declarants, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarants, or the Owner of any lot subject to this Declaration, and their respective legal

representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent of the lot Owners. No amendment shall be effective until recorded in the deed Records of Grayson County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by said Declarant(s), this _____ day of _____, 2005.

Glow Ridge, LTD

By: _____

STATE OF TEXAS §

COUNTY OF GRAYSON §

This instrument was acknowledged before me on this _____ day of _____, 2005, by _____.

NOTARY PUBLIC - STATE OF TEXAS