

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2006 001 33220

Instrument Number: 2006-133220

Recorded On: October 27, 2006

As
Restrictions

Billable Pages: 11
Number of Pages: 11

Parties: PRAIRIE SKY LLC
To

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Restrictions	56.00
Total Recording:	56.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-133220
Receipt Number: 333744
Recorded Date/Time: October 27, 2006 03:38:23P

Record and Return To:

TITLE RESOURCES
WILL CALL
DENTON TX 76202

User / Station: P Sallee - Cash Station 4



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell
County Clerk
Denton County, Texas

correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power (a) to vote more than fifty percent (50%) of the securities or other interests having ordinary voting power for the election of directors or managers of the controlled person, or (b) to direct or cause the direction of the management and policies of the controlled person, whether through the ownership of voting shares or member or partnership or other ownership interests, or by contract or otherwise.

c. "Committee" shall mean and refer to the Architectural Control Committee as provided for in Paragraph 4 hereof.

d. "Declarant" shall mean and refer to Prairie Sky LLC, a Texas limited liability company, its successors and assigns. No person or entity purchasing or accepting a transfer of the Property or any part thereof shall be considered as Declarant unless Prairie Sky LLC, shall expressly state such fact in writing.

e. "Improvement" shall mean and refer to all buildings, roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, swimming pools, tennis courts, signs, exterior illumination, changes in any exterior color or shape and any new exterior construction or exterior improvement exceeding five thousand dollars (\$5,000.00) in cost which may not be included in the foregoing. The foregoing includes both original improvements and all later changes and improvements.

f. "Lot" shall mean and refer to any parcel, plot or tract of land contained within the Property.

g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property (and if a Lot has more than one record owner, all such owners collectively shall constitute the Owner of the Lot), but excluding those having such interest merely as security for the performance of an obligation.

h. "Private Road Easement" or "Private Road Tract" shall mean the "57.5' Drainage & Access Easement" as shown on the Final Plat of Prairie Sky Estates Lots 1 Thru 7 referenced above.

i. "Property" shall mean and refer to that certain real property described in The Final Plat of Prairie Sky Estates Lots 1 Thru 7 filed on September 8, 2006 in Cabinet X page 299 of the Map Records of Denton County and any and all improvements thereon and any additions or annexations thereto as may hereafter be brought within the operation of this Declaration pursuant hereto.

2. Property Subject to Declaration. The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, and any subsequent Owner of all or any part thereof, subject to this Declaration and the covenants, conditions and restrictions set forth herein. If Declarant is the owner of any property that it desires to annex to the scheme of this Declaration, it may do so by filing of record a supplemental declaration which shall extend the scheme of this Declaration to such property; provided, however, that such covenants, conditions and restrictions as applied to the property to be annexed may be altered or modified by said supplemental declaration. Each supplemental declaration shall include a legal description of the property annexed.
3. Grant of Easements. In a separate document "Access/Utility Easement Agreement" which will be filed of record in the Deed Record of Denton County, Texas, each Owner will grant to Declarant non-exclusive easements over and across the Private Road Tract as shown on the Final Plat of Prairie Sky as the "57.5' Drainage & Access Easement" for the purpose of access and utility placement.
4. Permitted Uses. The Property shall be used for residential purposes only. No professional business or commercial activity to which the general public is invited shall be conducted on or from any Lot.
5. Architectural Control Committee. No Improvement shall be erected, constructed, placed or altered on the Lots or on any portion of the Property until plans and specifications in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by the Committee. The decision of the Committee shall be final, conclusive and binding upon the applicant. The Committee shall consist of three (3) members who shall be natural persons, who shall be appointed, elected and/or removed as follows:
 - a. Until all of the land area within the Property (including annexations thereto) has been sold or conveyed by Declarant to third parties, Declarant shall have the exclusive power and right to appoint and remove the members of the Committee and to fill vacancies thereon.

b. After all of the land area within the Property (including annexations thereto) has been sold or conveyed by Declarant to third parties, the members of the Committee shall be appointed and removed and vacancies thereon shall be filled by a majority vote of the Owners of all Lots within the Property.

c. At such time as owners submit building plans to the Committee, (a "Submittal"), the Committee will have 30 days to review and respond. No action by the Committee after 30 days of a completed Submittal will constitute a denial. The Committee will have 15 days after the denial to issue a statement that will clearly state the reasons for denial based on this document. A complete Submittal shall consist of a site plan, floor plans, and all four elevations. All sheets must be to scale and clearly marked. All exterior colors will need to be clearly stated and color samples shall be submitted when required by the Committee.

5. Building Design. The objective in building standards is to obtain consistency and quality in architectural design to protect and enhance values within the Property. In order to maintain consistency, yet permit interest and variety and the use of new materials as they may develop, all architectural designs, including those for alterations, additions or remodeling, are subject to review and approval of the Committee, which review shall take into consideration the following general guidelines, and any other architectural guidelines that may be promulgated from time to time by the Committee:

a. All residences, accessory buildings and structures shall be of new construction, and no modular or prefabricated homes shall be permitted. All residences shall be "site-built."

b. The total floor area of all residential dwelling structures to be erected on each Lot, exclusive of porches, garages, patios, terraces and breezeways, shall not be less than 1,800 square feet of air conditioned, heated area. The exterior construction of each dwelling house erected on any lot shall be constructed of brick, brick veneer, hardiplank, stone, stone veneer, natural woods or other materials, provided such materials are approved by the Committee.

c. Each house shall have a porch being at least 180 SF in size.

- d. Exterior wall materials may be wood, stone, brick, hardiplank, vinyl, metal or stucco. No red brick or bright colors will be permitted. It is recommended that exterior surfaces, wall materials and trim shall be limestone-colored (i.e. white, off-white, tan, earth tones, cream colored, or gray).
- e. Roof materials shall be composition shingles, galvanized sheet metal, or tile.
- f. Out buildings shall match the wall and roof materials of the main dwelling structures to which they relate. Play structures shall be similar in color to the main house.
- g. All main dwelling structures to be erected on any Lot shall have a minimum of a two (2) car garage. The garage shall be made of the same material as the house.
- h. All main dwelling structures to be erected on any Lot shall have a maximum of a 10 in 12 pitch roof and a minimum of a 4 in 12 pitch roof. Flat roofs and those with a lower angle will be permitted on porches, breezeways and connecting roofs.
- i. No Lot shall be further sub-divided.
- j. Only one (1) main single-family dwelling shall be constructed on each Lot.
- k. No portion of any residential structure or accessory building shall be permitted, located or constructed within 150 feet from the Private Road Easement, nor 50 feet from any side lot line or access road, nor 150 feet from any rear lot line, without approval of the Committee.
- l. Construction with respect to any structure to be built on any portion of the Property shall be completed within (12) twelve months from the date of commencement of construction.
- m. With the exception of trees, landscaping shall extend no farther than 100 feet from any residential structure. The balance of the Property shall be maintained with a prairie, pasture or corral appearance.

n. No residential trailer, tent or shack shall be placed, erected upon, or permitted to remain upon the Property, nor shall any structure of a temporary character, such as an RV, motor home, or fifth wheel trailer be used at any time as a residence thereon.

o. All fences erected on the Property that are located on road frontage areas shall be constructed out of pipe consistent with the guidelines set forth by the Committee; provided, however, that pipe and net wire, plank fencing, steel post and barb wire, PVC and materials of like and similar quality to the existing fence are acceptable along non road frontage areas. Privacy fences are allowed only immediately surrounding a swimming pool to the rear of the house. These are not allowed for any other purpose. They should not enclose more than a 4,000 SF area and be no more than six (6) feet in height..

p. No advertising sign or similar device shall be placed or maintained on any Lot or the Property with the exception of a "For Sale" sign advertising such property for sale.

q. Exposed butane or propane storage tanks and satellite dishes shall be permitted on the Property provided they are buried or otherwise positioned behind the residence or accessory building, and not visible from any road.

6. Prohibited Uses/Activities.

a. No noxious activity of any kind whatsoever shall be carried on upon the Property, nor shall there be permitted any act thereon that may be or become an annoyance or nuisance to the Owners or occupants of portions of the Property.

b. No portion of the Property shall be used as an automobile salvage yard or "junk" yard for automobile parts, and each Lot shall be kept mowed and free from weeds and tall grass.

c. The residence on each Lot shall be equipped with efficient, modern plumbing or a septic tank, or other sanitary sewerage system, constructed in strict conformity with any and all pertinent recommendations and requirements of the Texas Department of Public Health and in accordance with good construction practices, and no "dry toilet" or open privy of any kind shall be maintained upon the Property. Owners must make application to the Denton County Health Department

for septic permits and must abide by all the septic requirements of the Denton County and Texas Health Departments. Owners must be aware of set back requirements applicable to septic systems in relation to drainage areas and must abide by said requirements. All septic systems shall be aerobic septic system.

- d. No vehicle that is in inoperable condition or that is not in regular use shall be stored or maintained on the Property. Motor homes, trailers, campers, boats and infrequently used vehicles shall be parked in covered or enclosed structures only.
- e. Any and all driveways and private roads on or within the Property, including the drive or road connecting the residence with the main entrance to the Property, shall be of at least gravel construction and shall be kept and maintained in good repair.
- f. No gasoline or diesel storage tanks may be constructed or maintained on any Lot above the surface of the Lot.
- g. No radio or television towers, serial wires, or short wave antennas shall be allowed on any part of any Lot. Satellite dishes are allowed as long as they are located in approved areas, as described in Paragraph 5(t) above.
- h. The Property shall not be used or maintained as a dumping ground for trash, junk, rocks, dirt, scrap, garbage, or rubbish.
- i. Usage of motorized recreational vehicles, dirt bikes, and all-terrain vehicles, and rifle hunting, trap and target shooting, and other dangerous activities shall be strictly monitored so as to not cause harm or a nuisance to the adjoining property Owners or animals.
- j. All electrical utility lines from the distribution line to any structure on any Lot shall be underground.

8. Pets. No swine, poultry, ostriches, rheas, emus or ratites of any kind shall be raised, bred, or kept on any of the Property. Dogs, cats, and other household pets are permitted on the Property, but there shall be no more than two cats or two dogs per Lot. Horses or cattle may be kept, as long as they do not exceed one animal per acre. There shall be no kennels or breeding or training of any type of animal for commercial purposes allowed on the Property.

9. Erosion Control. During construction of Improvements and prior to landscaping, each Owner shall take whatever proper measures are necessary, including utilizing retaining walls, berms, hay bales or the like, to prevent excessive erosion of the Lots.

10. Mowing. Each Owner will be required to mow its Lot and bar ditches. If any Owner fails to comply, the Lot will be mowed and the Owner billed accordingly.

11. Amendments. For so long as Declarant or any Affiliate of Declarant owns any portion of the Property (including annexations), Declarant may amend or terminate the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment or termination in the Office of the County Clerk of Denton County, Texas. At any time, the Owners of the legal title to seventy five percent (75%) of the Property (as shown by the records of Denton County, Texas) may amend or terminate the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment or termination in the Office of the County Clerk of Denton County, Texas; provided, however, that prior to the time when Declarant or any Affiliate of Declarant shall own no portion of the Property (including annexations), no such amendment or termination shall be valid or effective without the joinder of Declarant.

12. Running with Land. This Declaration and the covenants, conditions and restrictions set forth herein shall run with and bind the Property and shall inure to the benefit of every Owner of a Lot in the Property, including Declarant, and their respective heirs, successors and assigns.

13. Enforcement. Any party benefitted hereby shall have the right (but not the duty) to enforce any of the covenants, conditions and restrictions set out in this Declaration or any supplemental declaration hereafter filed by Declarant or any subsequent owner. Enforcement of this Declaration shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants, conditions and restrictions contained herein, either to restrain violation or to recover damages or both. Failure by any party to enforce any such covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter.

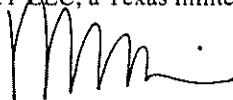
14. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. 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 illegal, null or void.

Executed as of the day, month and year first above written.

DECLARANT:

PRAIRIE SKY LLC, a Texas limited liability company

By:



Peter Malin, Managing Member

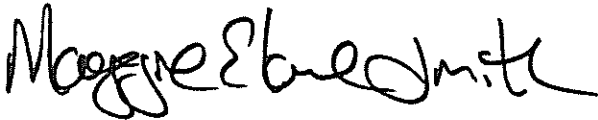
STATE OF TEXAS §

§

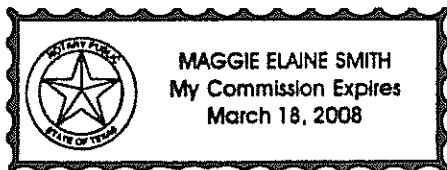
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Peter Malin, Managing Member of Prairie Sky LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability corporation.

GIVEN under my hand and seal of office this 18 day of October, 2006.



Notary Public, State of Texas



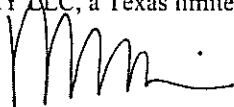
10-18-06
10:10 AM
10/18/06
10:10 AM
10/18/06
10:10 AM
10/18/06
10:10 AM

Executed as of the day, month and year first above written.

DECLARANT:

PRAIRIE SKY LLC, a Texas limited liability company

By:



Peter Malin, Managing Member

STATE OF TEXAS §

§

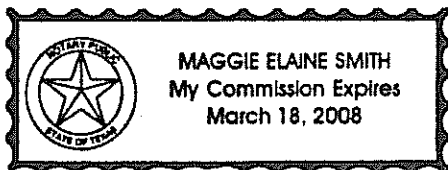
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Peter Malin, Managing Member of Prairie Sky LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability corporation.

GIVEN under my hand and seal of office this 18 day of October, 2006.



Notary Public, State of Texas



10/18/06
10:10 AM
10/18/06
10:10 AM
10/18/06
10:10 AM
10/18/06
10:10 AM