THIRD AMENDMENT
to the
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
PRAIRIE RIDGE

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ELLIS §

WHEREAS, Prairie Ridge Partners LP, a Texas limited partnership, as Declarant, caused the instrument entitled Declaration of Covenants, Conditions and Restrictions for Prairie Ridge, to be recorded at Clerk's File Volume No. 20111682 of the Official Public Records of Ellis County, Texas (the "**Declaration**"), as supplemented, which instrument imposes various covenants, conditions, restrictions and easements on the Prairie Ridge Community (as defined in the Declaration).

WHEREAS, the Declaration was previously amended by instruments entitled First Amendment to the Declaration of Covenants, Conditions and Restrictions for Prairie Ridge, recorded in the Official Public Records of Ellis County, Texas at Clerk's File No. 2037083 and the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Prairie Ridge, recorded in the Official Public Records of Ellis County, Texas at Clerk's File No. 2240014.

WHEREAS, pursuant to Article VIII, Section 8.1 of the Declaration, the Declarant, during the Development Period, may amend the Declaration without the joinder or consent of any other party so long as the amendment does not materially and adversely affect any substantive rights of the Lot Owners.

WHEREAS, the Development Period has not expired or been terminated.

WHEREAS, Declarant desires to amend certain provisions of the Declaration in a manner that does not materially and/or adversely affect any substantive rights of the Lot Owners.

NOW, THEREFORE, the Declaration is amended as set forth below:

1. Declarant has formally changed the name of the Association to Goodland Homeowners Association, Inc. As such, the title of the Declaration is henceforth changed to "Declaration of Covenants, Conditions and Restrictions for Goodland Homeowners Association, Inc."

2. Article I, Section C of the Declaration entitled "Association" is amended as follows:

C. **ASSOCIATION** - Goodland Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

3. Article I, Section I of the Declaration entitled "Community" is amended as follows:

I. **COMMUNITY** - The Property described above and all real property hereafter annexed and subjected to the provisions of this Declaration and the jurisdiction of the Association, commonly known as "Goodland", together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.

4. Article II, Section 2.1(B) of the Declaration entitled "SINGLE FAMILY RESIDENTIAL USE" is hereby amended and restated as follows:

B. SINGLE FAMILY RESIDENTIAL USE. Each Owner may use a Lot and the Residential Dwelling on such Lot for single family residential purposes only. As used in these restrictions, "single family residential purposes only" specifically prohibits, without limitation, any business use (whether for profit or not), commercial use (whether for profit or not), industrial use, townhouse, apartment home, duplex, multi-family dwelling, hospital, clinic, transient housing, hotel, motel, tourist home, rooming house, renting or leasing of a room(s) in the Lot, boarding house or Short Term Rentals (as defined in these restrictions) and such uses are expressly prohibited. This provision shall not preclude a Lot from being leased or rented in its entirety as a single residence to one (1) family or person in accordance with Section 2.1.

No Owner may use or permit such Owner's Lot or the Residential Dwelling or other Improvement on the Lot to be used for any purpose that would (i) void any insurance in force with respect to the Community; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the provisions of the Declaration, the Design Guidelines, the Rules and Regulations or any other applicable law; or (v) unreasonably interfere with the use and occupancy of the Community by other Owners.

No Lot shall be made subject to any type of timesharing agreement, fraction-sharing or any other type of agreement where the right to the exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of time. No Lot shall be used in a manner in which an owner that is a business entity organized under the Texas Business Organizations Code or the statute of any other state allows the business entity's co-owner, organizer, manager, partner, member, shareholder, business associate or guest to live in the Lot for a time period that is less than twelve (12) consecutive months.

No Lot may be used as income property unless leased in accordance with these restrictions. Any use of a Lot that requires that the Owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) is a use of the Lot for non-single family residential purposes and constitutes a business use of the Lot in violation of this provision.

No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on a Lot. Provided that, if approved by the Board of Directors, the Association may allow a Community-wide garage sale on a date designated by the Board. If approved by the Board, a garage sale will be permitted on Lots on the date and during the hours designated by the Board.

The term "lease" as used herein means any type of agreement or arrangement which provides to a person or entity other than the Owner of the Lot the use of and right to possess a Lot and the Residential Dwelling situated thereon. A Lot may be leased for single family residential purposes only. Single family residential purposes specifically prohibits leasing the Lot to more than one single family. Single family residential purposes requires the intent to occupy the Lot for the entire term of the lease.

A lease to persons who do not comprise a single family is prohibited. A lease must provide to the lessee(s) the exclusive right to use and possess the entire Lot. An Owner may not lease a room or any portion less than the entire Lot. The lessee(s) of a Lot is not permitted to sublease the Lot or any portion thereof.

A lease must be in writing. Leasing the Lot does not relieve the Owner of the Lot from the obligation to comply with these restrictions and/or the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to these restrictions and the Association's Dedicatory Instruments. There may only be one lease for a Lot at a time. Upon written demand from the Association, the Owner of the Lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such written demand is mailed. Upon written demand of the Association, the Owner of the Lot must provide to the Association the name(s) and phone number(s) for all lessees of a Lot who have reached the age of at least eighteen (18) years within fourteen (14) business days of the date such written demand is mailed.

Short Term Rentals are expressly prohibited. A Short Term Rental is any type of lease, agreement, or arrangement which provides to a person or entity other than the Owner of the Lot the use of and the right to possess the Lot for less than twelve (12) consecutive months.

A lease must be for a term of not less than twelve (12) consecutive months. A lease pursuant for a term of less than twelve (12) consecutive months is prohibited. Automatic extensions of leases are permitted. Unless otherwise authorized by this Declaration, the Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.

Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract for the sale of a Lot that allows the buyer to lease the Lot back to the seller for a period of not more than ninety (90) consecutive

days is allowed.

Sales of Lots to investors who intend to use the Lot and the Residential Dwelling situated upon said Lot for rental income purposes constitute a business use of the Lot; are not permitted; and will not be approved.

After purchasing a Lot, the Owner must occupy the Residential Dwelling on the Lot for twelve (12) consecutive months following conveyance before the Residential Dwelling on the Lot can be used as a rental property.

The Association may, after the notice required by law, if any, is given, levy a fine on the Owner of the Lot in the amount of five hundred and 00/100 dollars ($500.00) per day for a violation of any term or provision of this Section 2.1(B). This fining provision supersedes any conflicting provision in any fining policy adopted by the Association.

It is not the intention of this Section to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this provision as allowed by law.

The Association's Board of Directors may adopt any rules, guidelines or policies necessary to further define, interpret and/or clarify Section 2.1(B) and any such rules, guidelines or policies will have the same force and effect as if stated in this Declaration.

The Association's Board of Directors is authorized to consider hardship-based exceptions to leasing requirements on a case-by-case basis upon submission of requested supporting documentation as may be required by adopted rules and regulations, guidelines and/or policies.

2. Article II, Section 2.1(C) of the Declaration entitled "PASSENGER VEHICLES" is hereby amended and restated as follows:

C. **PASSENGER VEHICLES.** No Owner or occupant of a Lot, including all persons who reside with such Owner or occupant of the Lot, may park, keep or store a vehicle on the Lot which is visible from a street in the Community or any neighboring Lot other than a passenger vehicle or pick-up truck. No more than two (2) passenger vehicles may be parked on a driveway at any time. For purposes of this Declaration, the term "passenger vehicle" is limited to (a) a vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and (b) a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate). The term "pick-up truck" is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use and does not display any business or

commercial related sign, logo or symbol. No passenger vehicle or pick-up truck may be parked on any unpaved portion of a Lot.

No passenger vehicle or pick-up truck owned or used by the Owners or occupants of a Lot or a guest of an Owner or occupant of a Lot may be parked overnight on a street in the Community. **EACH OWNER OR OCCUPANT OF A LOT ACKNOWLEDGES BY ACCEPTING A DEED TO THE OWNER'S LOT OR TAKING OCCUPANCY OF THE LOT THAT A VEHICLE PARKED ON A STREET WITHIN THE COMMUNITY IS RESTRICTED FOR THE PURPOSES OF PRESERVING THE APPEARANCE OF THE COMMUNITY AND PREVENTING SIGHT AND VEHICLE OBSTRUCTIONS AND AGREES THAT THIS RESTRICTION ON PARKING ON STREETS IS FOR THE BENEFIT OF ALL OWNERS AND OCCUPANTS OF LOTS IN THE COMMUNITY.**

No passenger vehicle or pick-up truck owned or used by the Owners or occupants of a Lot or a guest of an Owner or occupant of a Lot may be parked in such a way as to block any portion of any sidewalk in the Community.

No inoperable vehicle of any kind may be parked, kept or stored (a) on a Lot if visible from a street in the Community or any neighboring Lot or (b) on a street. As used herein, a vehicle is deemed inoperable if it does not display all required current permits and licenses, is on a jack or does not have fully inflated tires, is covered by a tarp, or is not otherwise capable of being legally operated on a public street or right of way.

3. Article II, Section 2.1(D) of the Declaration entitled "OTHER VEHICLES" is hereby amended and restated as follows:

D. **OTHER VEHICLES**. No pick-up truck in excess of one (1) ton capacity, mobile home trailer, utility trailer, recreational vehicle, recreational off-highway vehicle, all-terrain vehicle, boat, golf cart or the like may be parked, kept or stored (a) on a Lot if visible from a street in the Community or a neighboring Lot or (b) on a street. As used herein, "golf cart" means a motor vehicle designed primarily for use on a golf course and "off-road" or "all-terrain vehicle" ("ATV") and "recreational off-highway vehicle" ("ROV") mean any type of vehicle designed primarily for use for recreation, maintenance or hunting and not for use on a public street (including, but not limited to, vehicles with 2, 3, 4 or more wheels). Golf carts, all-terrain vehicles and recreational off-highway vehicles must be parked entirely within the garage on the Lot. A pick-up truck in excess of one (1) ton capacity, mobile home trailer, recreational vehicle, utility trailer or boat may be parked in the garage on a Lot; however, if parked in the garage, there must be adequate space in the garage and on the driveway for all passenger vehicles used or kept by the Owner or occupant of the Lot and the garage door must be able to close. A boat, trailer, or other vehicle which extends outside the garage, thereby not allowing the garage door to be closed, is not permitted.

4. Article II, Section 2.1(G) of the Declaration entitled "TRASH; TRASH CONTAINERS" is hereby deleted in its entirety and amended and restated as follows:

> G. **TRASH; TRASH CONTAINERS.** No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such substances must not be kept or stored upon any Lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of ordinary waste collection. All such waste substances being kept on a Lot pending collection thereof must be kept in sanitary containers with securely closed tops or lids or in plastic bags with the tops thereof securely closed. Any such containers must be hidden from general view, except when awaiting collection on a regularly scheduled collection day. The temporary location of such containers pending collection, and the period of time such containers or bags may be situated at such temporary location, are all subject to the approval of the Architectural Review Committee. All containers, bags, or other equipment for the storage or disposal of waste must be kept in a clean and sanitary condition. All waste containers must be placed for collection no more than twenty-four hours (24) before pickup is scheduled.

5. Article II, Section 2.1(J) of the Declaration entitled "ANIMALS" is hereby deleted in its entirety and amended and restated as follows:

> J. **ANIMALS.** No sheep, goats, horses, cattle, swine, poultry, snakes, livestock or other animals of any kind shall be raised, bred, kept or harbored in any portion of the Community, except that dogs, cats or other common household pets (not to exceed a total of four (4) animals) may be kept; provided that they are not kept, bred, or maintained for any commercial purpose and that they do not make unreasonable loud, objectionable noises or otherwise constitute a nuisance or unreasonable interference to any other residents of the Community, and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a Residential Dwelling or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. The Association has the right and power, but not the obligation, to take any actions in accordance with appropriate law and adopt any Rules as may be necessary for the control, relocation, management, and/or extermination of wildlife, including but not limited to deer, skunks, feral hogs, opossums, snakes, reptiles, rodents, and pests within the Common Areas. Owners may not feed wildlife in the Community.

6. Article II, Section 2.1(N)(3) of the Declaration entitled "SIGNS" is hereby amended as follows:

> 3. Two (2) signs of not more than six (6) square feet in size advertising a political candidate or ballot item for an election on or after the 90th day before the date of the election to which the sign relates until ten (10) days after that election date;

7. Article II, Section 2.1(O) of the Declaration entitled "TREE REMOVAL" is hereby amended as follows:

> O. **TREE REMOVAL.** No tree (other than a dead tree) with a caliper of three (3) inches or more that is not within the area seven and one-half (7 ½) feet around the foundation of the Residential Dwelling and garage constructed or to be constructed on a Lot may be removed from a Lot without the prior written approval of the Architectural Review Committee. A dead tree must be removed from a Lot within thirty (30) days of the date the Architectural Review Committee determines the tree is no longer growing.
>
> Owners shall, at their sole expense, replace any tree removed on a Lot with a tree of a substantially similar size and type. Prior to such replacement, the Owner must obtain written approval of the Architectural Review Committee for installation of proposed tree(s).

8. Article II, Section 2.3(D) of the Declaration entitled "TEMPORARY STRUCTURES" is hereby amended as follows:

> D. **TEMPORARY STRUCTURES.** No building, structure or other Improvement of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, or other building [other than the permanent Residential Dwelling, an attached or detached garage, one (1) accessory building approved in writing by the Architectural Review Committee and one (1) play structure approved in writing by the Architectural Review Committee] may be placed on a Lot, either temporarily or permanently. No residence house, garage or other structure, other than an approved accessory building or play structure, may be moved onto a Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings, and construction of other Improvements in the Community. No permitted accessory building may exceed the height of the fence on the Lot, measured from the ground to the highest point of the accessory building, or have a ground floor area that exceeds one hundred (100) square feet. An accessory building must be located in the rear yard of the Lot and within applicable building setbacks. Provided that, during the Development Period and, thereafter, the Architectural Review Committee is authorized to require an accessory building on a Lot to be located farther from the rear or a side property line of the Lot than an applicable building setback to minimize the visibility of the accessory building, when deemed appropriate by Declarant or the Architectural Review Committee, as the case may be, in its sole discretion.

9. Article II, Section 2.3(N) of the Declaration entitled "PLAY STRUCTURES" is hereby amended as follows:

N. **PLAY STRUCTURES.** One (1) free-standing play structure is permitted on a Lot with the prior written approval of the Architectural Review Committee; provided that, in no event may a permitted play structure exceed eight (8) feet in height, measured from the ground to the highest point of the play structure, and in no event may a platform of a play structure extend above the ground by more than five (5) feet. The canopy of a play structure, if any, must be a solid color approved in writing by the Architectural Review Committee. A multi-colored canopy is prohibited. A play structure on a Lot must be located farther from the rear or side property line than the applicable building setback to minimize noise and the visibility of the play structure, as deemed appropriate by Declarant or the Architectural Review Committee, as applicable, in its sole discretion. Play structures may not be installed within five (5) feet of any fence on a Lot. A freestanding play structure is not deemed to be an accessory building for purposes of this Declaration.

10. Article II, Section 2.3(O)(4) of the Declaration entitled "LANDSCAPING" is hereby amended as follows:

4. The installation of drought-resistant landscaping and water-conserving natural turf requires the prior written approval of the Architectural Review Committee. The proposed installation of drought-resistant landscaping and water-conserving natural turf will be reviewed by the Architectural Review Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the Community. Full green lawns (turf) are, as a general rule, required in the front yard space and the space along the side of the Residential Dwelling on a Lot not enclosed by a fence. Artificial turf is not permitted in the front yard space and the space along the side of the Residential Dwelling on a Lot not enclosed by a fence. Drought-resistant landscaping and water-conserving natural turf are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed. Beds must be kept weed-free. Borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance. Perennials which die during winter must be cut back to remove visible dead materials, including most ornamental grasses and other flowering perennials, which go dormant to the ground in winter.

11. Article II, Section 2.3(P) of the Declaration entitled "SEASONAL DECORATIONS" is hereby amended as follows:

P. **SEASONAL DECORATIONS.** Seasonal or holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed on a Lot or Residential Dwelling or other Improvement on a Lot no more than thirty (30) days before and fifteen (15) days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. In the event of a dispute concerning the permissible period for seasonal or holiday decorations, the good faith decision of the Board of Directors

concerning a reasonable period of time before and after a holiday will be conclusive and binding on all parties. Only temporary seasonal or holiday decorations are permitted. Holiday decorations may not cause a nuisance to surrounding residents by reason of scope, noise, excessive illuminations or the like. The Board of Directors of the Association has the authority to determine whether holiday decorations are a nuisance and its reasonable good faith determination will be conclusive and binding on all parties. Any holiday decorations determined by the Board to be a nuisance must be modified or removed as directed by the Board.

12. Article II, Section 2.3(T) of the Declaration entitled "BASKETBALL GOALS; SPORT COURT" is hereby amended as follows:

T. BASKETBALL GOALS; SPORT COURT. A portable basketball goal on a Lot or at any other location within the Community (including, without limitation, a street or on Common Area) is prohibited. A roof or wall mounted basketball goal on a Lot is prohibited. One (1) pole-mounted basketball goal may be installed on a Lot only with the prior written approval of the Architectural Review Committee and only if it is located no nearer to the street curb than the front plane of the Residential Dwelling. Basketball goals may only be installed on the right side of the driveway. The pole for an approved basketball goal must be metal or fiberglass and painted a dark earthtone color approved in writing by the Architectural Review Committee. The backboard for an approved basketball goal must be clear and transparent. The basketball goal, including the pole, the backboard and the net, must at all times be properly maintained; otherwise, the Architectural Review Committee may compel the Owner to remove the basketball goal.

Playscapes and sport courts on a Lot require the prior written approval of the Architectural Review Committee. The primary considerations relating to the approval or disapproval of a proposed playscape or sport court are the visual effect of the playscape or sport court and the potential impact of the playscape or sport court and the use thereof on the occupants of adjacent Lots. The Architectural Review Committee is vested with the authority to disapprove a playscape or sport court solely on either its visual effect or its potential impact on the occupants of adjacent Lots.

13. Article III, Section 3.8 of the Declaration entitled "DEEMED COMPLIANCE OF CONSTRUCTION" is hereby amended as follows:

SECTION 3.8. DEEMED COMPLIANCE OF CONSTRUCTION. If, for any reason other than the Owner's act or neglect, the Architectural Review Committee fails to notify the Owner of any noncompliance within ninety (90) days of the date the Architectural Review Committee knows or should reasonably know that the Improvement has been substantially completed, the Improvement on the Lot will be deemed to be in compliance with the proposed Plans; provided, however, that no such deemed compliance will permit an Owner to construct or maintain an Improvement on a Lot that violates any provision of this Declaration or the

recorded Design Guidelines. The Architectural Review Committee at all times retains the right to object to any Improvement on a Lot that violates this Declaration or the recorded Design Guidelines.

14. Article IV, Section 4.3 of the Declaration entitled "VOTING OF MEMBERS" is amended to correct a typographical error in the following sentence:

"No Member is entitled to vote at any meeting of the Association until the Owner has presented evidence of ownership of a Lot in the Community to the Secretary of the Association."

15. Article V, Section 5.3 of the Declaration entitled "BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE" is hereby deleted in its entirety and amended and restated as follows:

SECTION 5.3. BASIS OF ANNUAL MAINTENANCE CHARGE. The Annual Maintenance Charge may be adjusted (increased or decreased) effective February 1st of each year as deemed necessary by the Board of Directors to pay the anticipated operating costs of the Association, including contributions, if any, to a reserve fund. The amount of the Annual Maintenance Charge for a particular year will be determined by the Board of Directors based upon the budget for that year adopted by the Board of Directors. Except as provided in Section 5.7, the Annual Maintenance Charge levied against each Lot must be uniform.

16. Article V, Section 5.4 of the Declaration entitled "DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE" is hereby deleted in its entirety and amended and restated as follows:

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE. The Annual Maintenance Charge (at the rate determined by the Board) will commence as to each Lot on the date of the conveyance of the Lot by the Declarant and will be prorated according to the number of days remaining in the calendar year. The Annual Maintenance Charge shall be paid on an annual basis and shall be due on February 1st of each year, unless changed by the Board. On or before the 31st day of December in each year, the Board of Directors of the Association must fix the amount of the Annual Maintenance Charge to be levied against each Lot in the next calendar year based upon the budget adopted by the Board for that fiscal year. Written notice of the figure at which the Board of the Directors of the Association has set the Annual Maintenance Charge for Lots must be sent to every Lot Owner. Provided that, the failure to fix the amount of the Annual Maintenance Charge or to send written notice thereof to all Owners will not affect the authority of the Association to levy Annual Maintenance Charges or to increase Annual Maintenance Charges as provided in this Declaration. The Association is not required to send a copy of the applicable budget to all Owners with written notice of the amount of the Annual Maintenance Charge; however, the budget must be made available for review upon proper request in accordance with the Association's access, production or

copying policy.

17. Article V, Section 5.5 of the Declaration entitled "SPECIAL ASSESSMENTS" is hereby deleted in its entirety and amended and restated as follows:

> **SECTION 5.5. SPECIAL ASSESSMENTS AND INDIVIDUAL ASSESSMENTS.** If the Board at any time, or from time to time determines that the Annual Maintenance Charges assessed for any period of time are insufficient to provide for the continued operation of the Community or any other purposes contemplated by the provisions of this Declaration, the Board may levy a Special Assessment in an amount deemed necessary to provide for such continued maintenance and operation of the Community. The Special Assessment will be payable in the manner determined by the Board and the payment thereof will be secured by the lien created in Section 5.6 and may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges. The amount of any Special Assessment levied against Lots must be uniform. The Board may also levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an Owner or the Lot into compliance with the Governing Documents; fines for violations of the Governing Documents; insurance deductibles; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received. The payment of Individual Assessments will be secured by the lien created in Section 5.6 and may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges.

18. Article V, Section 5.6 of the Declaration entitled "ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/SUBORDINATION OF LIEN" is amended as follows:

> **SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/SUBORDINATION OF LIEN.** The Annual Maintenance Charge assessed against each Lot is due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of February thereafter. Any Annual Maintenance Charge which is not paid and received by the Association by the twenty-eighth (28th) of February thereafter will be deemed delinquent, and, without notice, will bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the date originally due until paid. Further, the Board of Directors of the Association is authorized to impose a monthly late charge on any delinquent Annual Maintenance Charge, Special Assessment, Individual Assessment or Capital Assessment. The monthly late charge, if imposed, will be in addition to, not in lieu of, interest. To secure the payment of the Annual

Maintenance Charge, Special Assessments, Individual Assessments and Capital Assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, costs, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.6 and the superior title herein reserved is deemed subordinate to any Mortgage for the purchase of a Lot and any renewal, extension, rearrangements or refinancing thereof. Notice of the lien referred to in the preceding paragraph may, but is not required to be given by recording an affidavit, duly executed, and acknowledged by an authorized representative of the Association, setting forth the name of the Owner or Owners of the affected Lot according to the records of the Association, and the legal description of such Lot in the Official Public Records of Real Property of Ellis County, Texas. The affidavit may but is not required to set forth the amount owed as of the date of execution. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge, Special Assessment, Individual Assessment, Capital Assessment and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure; in addition to and in connection therewith, by acceptance of the deed to a Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing Annual Maintenance Charges, Special Assessments, Individual Assessments, Capital Assessments and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the Official Public Records of Real Property of Ellis County, Texas. At any foreclosure, the Association is entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after such foreclosure, the occupants of the Lot are required to pay a reasonable rent for the use of the Lot and such occupancy will constitute a tenancy-at-sufferance. The purchaser at such foreclosure sale is entitled to the appointment of a receiver to collect rents and to sue for recovery of possession of the Lot by forcible detainer without further notice, except as may otherwise by provided by law. The collection of Annual Maintenance Charges, Special Assessments, Individual Assessments, Capital Assessments and other sums due hereunder may also be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, late charges, costs and attorney's fees, will be chargeable to and be a personal obligation of the defaulting Owner.

Except as amended herein, all provisions in the Declaration, as previously amended or supplemented, remain in full force and effect.

Capitalized terms used herein have the same meanings as those ascribed to them in the Declaration, unless otherwise indicated.

CERTIFICATION

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

PRAIRIE RIDGE PARTNERS LP, a Texas limited partnership

By: Prairie Ridge Partners GP LLC,
a Texas limited liability company
its General Partner

By: PRA GP No. 2, Inc.
a Texas corporation
its Manager

By: _____
Name: Julian Hawes Jr.
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Julian Hawes Jr, Vice President an authorized representative of Prairie Ridge Partners LP, a Texas limited partnership, 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 considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, 2023.

_____
Notary Public in and for the State of Texas

ANGELA PURDY
Notary Public, State of Texas
Comm. Expires 08-24-2027
Notary ID 134524013