

**DECLARATION
OF
CANDLE MEADOW
CITY OF DESOTO, DALLAS COUNTY, TEXAS**

1427288

06/21/01 2709281 \$41.00

THIS DECLARATION IS MADE AS OF THE 15th DAY OF AUGUST, 2000, BY CMD, LTD., a Texas limited partnership, hereinafter called "*Declarant*." Deed

WITNESSETH:

WHEREAS, Declarant is the owner of the Candle Meadow Subdivision, an addition to the City of DeSoto, Dallas County, Texas, and being further described in Exhibit "A" attached hereto and incorporated herein (the "Property").

WHEREAS, CANDLE MEADOW HOMEOWNERS 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, and,

WHEREAS, the Property subject to this Declaration is subject to City of DeSoto, Texas Ordinance No. 1347-00 (hereinafter the "*Ordinance*"), and Declarant wishes to have this Declaration comply with, and promote the terms, conditions, requirements, purpose and intent of Ordinance No. 1347-00 as well as all subsequently enacted ordinances and City Council Resolutions applicable to the Property.

NOW, THEREFORE, Declarant declares that the Property 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 Candle Meadow Homeowners Association a Texas nonprofit corporation.
- b. "*City*" shall mean the City of DeSoto, Texas.
- c. "*City Council*" shall mean the City Council of the City of DeSoto, Texas.
- d. "*Common Property*" 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 Property or any portion thereof filed or approved by Declarant and identified thereon as "*Common Property of the Candle Meadow Homeowners Association*" including the Project Amenities. In addition, Declarant may designate and convey other real property, improved or unimproved, located within the Property, to the Association, and such real property shall upon such designation and conveyance to the Association become part of the Common Property.
- e. "*Declarant*" shall mean and refer to CMD, Ltd., and its 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.
- f. "*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.

g. "Lot" shall mean any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property as amended from time to time.

h. "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 Property, 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.

i. "Project Amenities" shall mean those certain project amenities described in the Ordinance.

j. The "Property" shall mean and refer to the real property (including improvements) described in Exhibit "A".

k. "Public Improvement District" or "PID" shall mean that certain public improvement district applicable to the Property established by the City.

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. All of the Property 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.

Section 3. Public Improvement District. Under Ordinance No. 1347-00, the City established Planned Development No. 64, and stated its right and intention to establish a public improvement district ("PID") applicable to the Property. All duly enacted Ordinances and Resolutions of the City pertaining to the creation or operation of the PID shall hereafter be referred to as the "Ordinances." The Property shall be subject to the Ordinances and the PID when and if it is established. It is the intent of Declarant that the terms and conditions of this Declaration be interpreted and carried out consistently, and not in conflict with, the Ordinances and the PID. In the event of any conflicts between the terms of this Declaration and the Bylaws of the Association, on the one hand, and the Ordinances or the rules, regulations or directives creating, controlling or issued by the PID or its governing board, on the other hand, the latter shall prevail if such conflict cannot be reconciled.

Section 4. Management of PID. An Advisory Board for the PID shall be responsible for the management of the PID. The Advisory Board shall initially be composed of authorized representatives of the Declarant. The Declarant's representatives shall continually serve as the Advisory Board or until such time as: (1) building permits have been issued for at least ninety-five (95%) percent of the dwelling units in every phase of the Property; and (2) the Project Amenities as described in the Ordinance have been conveyed by Declarant to the Association following which the Board of Directors for the Association shall serve as the Advisory Board for the District.

Section 5. Advisory Board Duties. The Advisory Board shall be responsible for the following:

- a. Prepare and update a five (5) year service plan for City Council approval.
- b. Prepare and submit an annual service and assessment plan to the City Council not later than June 1 of each year. Such plan shall include a budget for the estimated cost of maintenance, repair capital replacement, administration and management of the project amenities for the ensuing fiscal year. The PID fiscal year shall coincide with the City's fiscal year.
- c. Present the service plan at annual members meeting each year and as often as necessary prior to City Council public hearing to consider PID annual or special assessments.
- d. Handle questions and complaints regarding the PID.
- e. Select and contract for the management of the PID as necessary.
- f. Provide for the maintenance, repair and replacement of PID improvements and services.

Section 6. The City and its lawful agents, after reasonable prior notice to the Association, shall have the right to remove any landscape systems, features or elements of the Project Amenities which the Association fails to maintain, and to perform the responsibilities of the Association and its Board of Directors if the Association fails to do so in compliance with its agreements and applicable City codes or regulations. In addition, the City shall have

the right to assess the Association for all costs incurred by the City in performing said responsibilities, and to avail itself of any other enforcement actions available to the City pursuant to State law or City codes or regulations. The Association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorneys fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements under the conditions described in this Paragraph, or from the City's performance of the operation, maintenance or supervision responsibilities of the Association due to the Association's failure to perform such responsibilities.

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 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 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 II with the exception of Declarant. Class A members shall be entitled to one vote for each one hundred dollars (\$100.00), or major fraction thereof, of value of the Lot and its Improvements owned by each such member as assessed by the Dallas County Appraisal District (the "DCAD"), for *ad valorem* tax purposes for the preceding year. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Class A members, and the vote for such Lot shall be exercised as provided in the Association's Bylaws, but in no event shall more than one vote be cast with respect to each one hundred dollars (\$100.00), or major fraction thereof, of value of the Lot and Improvements in which such members own undivided interests.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to ten (10) votes for each one hundred dollars (\$100.00), or major fraction thereof, of value of that portion of the Property owned by it as assessed by the DCAD, for *ad valorem* tax purposes for the preceding year, *PROVIDED, HOWEVER*, that from and after 31 December, 2004, notwithstanding any other provision of this Article, the Class B member shall be entitled to only one vote for each one hundred dollars (\$100.00), or major fraction thereof, of value of that portion of the Property owned by it as assessed by the DCAD, for *ad valorem* tax purposes for the preceding year.

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. In the event that the DCAD ceases to exist, or ceases to assess property values as contemplated herein, the values of Lots and their Improvements for purposes of this Section 2 shall be the values utilized by the applicable taxing jurisdictions for the collection of ad valorem taxes.

ARTICLE III

ASSESSMENTS

Section 1. **Assessments by PID.** Upon the establishment of the PID, the governing board of the PID will have the authority to fix and collect the annual and special assessment amounts it deems necessary to be imposed upon the Owners and their Lots for the use, operation, management, administration, maintenance, capital improvement and supervision of the Project Amenities and their improvements and to establish and maintain a reserve fund for such purposes. All of the Lots and their Owners shall be subject to the provisions of the PID and the decisions of its governing board as to such assessments, and all of such assessments shall be paid as and when specified by the governing board of the PID.

Section 2. Association Assessments. It is anticipated that the PID will provide maintenance and repair services and a capital replacement program for the Project Amenities, the Association's park, swimming pool and other Common Properties and improvements, thus eliminating the need for the Association to provide such services. In the event that the PID is not established or does not operate, as contemplated in the Ordinance and this Declaration, or does not provide for the maintenance and capital replacement of some or all of the Common Properties, or, to the extent that the Board of Directors of the Association wishes to fund expenditures not covered by the PID (for example, the cost of a community event or activity) the Board of Directors of the Association may provide such services and fix such annual and special assessments as it deems necessary and appropriate from time to time, and such assessments shall be payable by the Owners at the time and in the manner determined by the Board of Directors of the Association.

Section 3. Covenants for Assessments. Declarant, for each Lot and other parcel of land owned by it within the Property, 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 this Article III); (2) special assessments for capital improvements (as specified in this Article III), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided; and PID assessments.

Section 4. 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 Property, or any part thereof, and for carrying out the purposes of the Association, as stated in its Articles of Incorporation.

Section 5. 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 Lot 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 Lot 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 6. Assessment Lien and Foreclosure. The rights of the Association expressed in this Section 6 shall in no way diminish the superior rights of the City or the governing board of the PID under applicable law, and shall be cumulative with any such other rights. By way of example, and not of limitation, liens securing assessments fixed by the governing board of the PID shall have superiority over other liens in the manner and to the extent established by applicable law. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 5 hereof, and the costs of collection, including attorney fees and court costs, as herein provided, thereupon become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot 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 Lot, except that liens securing assessments not set by the PID governing board ("Non-PID Liens") shall be inferior to tax liens and 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 Lot in question. To evidence Non-PID Liens, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. 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 Dallas 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 Lot 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 Lot 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 Property, the Association shall report to said mortgagee any assessments remaining unpaid for longer than thirty (30) days after the same are due.

Section 7. 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 Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the Non-PID assessments and lien created herein.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. Declarant shall designate and appoint a *Declarant Architectural Control Committee* (herein referred to as the "ACC") composed of three (3) 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 Property. The members of the ACC shall serve at the discretion of Declarant, and Declarant may replace any member of the ACC at its discretion, whether one or more, during the period of Declarant's control of the ACC, as described in Section 8, below.

Section 2. Appointment. As the initial members of the ACC, Declarant hereby appoints Jennifer J. Hay, Ronald G. Nonnemacher, and Ken Schaumburg.

Section 3. Successors. In the event of the death, resignation or removal by Declarant of any member of the ACC, Declarant shall have full authority to designate and appoint a successor member. No member of the ACC shall be entitled to any compensation for his or her services as a member of the ACC pursuant to this Declaration, nor shall any member of the ACC be liable for claims, causes of action or damages arising from his or her services as a member of the ACC pursuant to this declaration.

Section 4. Authority. No residential structure, nor any other permanent improvement, shall be constructed on any Lot within the Property until all plans pertaining thereto have been submitted to and either approved by the ACC, or a period of twenty-one (21) calendar days shall have expired subsequent to the submission of the required plans, during which twenty-one (21) calendar day period the ACC shall have taken no action. The ACC is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the ACC, impact upon the quiet enjoyment of one or more owners of property within the Property, or the general value of property within the Property. In its consideration of the harmony of design between existing structures and the proposed structure, the ACC shall consider only the general appearance of the proposed structure, to the extent that such general appearance can be determined from the front, rear and side elevations appearing in the submitted plans. The ACC shall not unreasonably withhold its approval.

Section 5. Basis of Approval. Approval of plans and specifications shall be based, among other things, on the 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.

Section 6. Procedure for Approval.

a. Any Homebuilder who constructs a model home within the Property shall submit the following materials to the ACC in duplicate, and pertaining to each product to be offered for sale within the Property:

- (1) A typical site plan depicting building set-back lines, the footprint of the proposed structure on the typical Lot, typical landscaping, and the typical location of driveways and sidewalks. For the actual construction of any single-family residence on any Lot by any builder who constructs an approved model home within the Property, the issuance of a building permit by the City shall *ipso facto* represent ACC approval of such site plan for such Lot.
- (2) Construction plans, including typical front, rear and side elevations.
- (3) Materials proposed for the visible exterior of the structure, and the roof, including colors.

Homebuilders who receive approval for products pursuant to this Section 7a. hereof, shall not be required to make individual submissions for each single-family residence to be constructed within the Property. Any product approved pursuant to this Section 6a. hereof, shall not be subject to further consideration by the ACC.

b. Homebuilders or individuals who do not construct a model home within the Property, but desiring to construct single-family residential structures within the Property, shall submit the following materials to the ACC in duplicate:

- (1) 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.
- (2) Construction plans, including front, rear and side elevations.
- (3) Materials proposed for the visible exterior of the structure, and the roof, including colors.

c. Upon receipt of any submission from any homebuilder or individual, pursuant to either Section 6a. or Section 6b. above, the ACC shall consider such submission within twenty-one (21) 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 a member of the ACC designated to do so on behalf of the ACC, and returned to the submitting homebuilder or individual. If disapproved by the ACC, one set of documents shall be marked "Disapproved," signed by a majority of the ACC, 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 twenty-one (21) days following such submission, the submission shall be deemed approved.

Section 7. Standards. The ACC shall seek to ensure a reasonable level of harmony of design within the Property, consistent with this Declaration, *provided however*, the mandate of the ACC shall not extend to matters of individual taste. One objective of the ACC shall be to prevent the construction of structures which 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 20 years;
- b. Colors of materials visible from the exterior of the structure, including roofing materials;
- c. The installation of solar heating panels.

Section 8. Termination; Continuation. The ACC appointed by Declarant shall cease to exist upon the first to occur of (a) the sale by Declarant of the last Lot owned by Declarant within the Property, (b) ten (10) years from the date hereof, or (c) the date of Declarant's written notice of termination to the Association, which may be given no earlier than December 31, 2001. Immediately upon the termination of the ACC appointed by Declarant, the architectural control committee of the Association, described in the Association's bylaws, shall assume all duties, authority and responsibility of the ACC appointed by Declarant, and shall continue to be referred to herein as the "ACC".

Section 9. Liability of ACC. The members of the ACC shall have no liability for decisions made by the ACC so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the submissions to the ACC shall be the responsibility of the homebuilder or individual effecting the submission, and the ACC shall have no obligation to check for errors in or omissions from any such submissions, or to check for the compliance of such submissions with the general provisions of this declaration, City codes, state statutes, or the common law, whether the same relates to lot lines, building lines, easements, or any other matter or issue.

ARTICLE V
PROTECTIVE COVENANTS

Section 1. Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction, improvements, alterations, or additions to any of the Property:

a. Use Limitations. The Lots 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 detached single family dwelling and a private garage for not less than two (2) nor more than four (4) cars. 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 playhouses and storage buildings located to the rear of the primary residence to be constructed on each Lot. 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 Property, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than one thousand eight hundred square feet (1,800 SF), or the minimum habitable floor area as specified by the Ordinance, whichever is greater.
- (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.
- (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.

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, doghouses, 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) 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 one ton, and any vehicle with painted advertisement, shall not be permitted to park overnight within the Property, 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 Property 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 Property, nor shall oil wells, tanks, tunnels, shafts, or any other mineral excavation operations or procedures be permitted within any part of the Property. 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 Property.
- (8) No animals, livestock or poultry of any kind shall be kept, raised or bred within the Property, except 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 Property, 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 Property so that no person shall quarter within the Property any cows, horses, 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 Property. 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 Property 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 individual water supply system shall be permitted within the Property.
- (11) No individual sewage disposal system shall be permitted within the Property.
- (12) 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.
- (13) 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.
- (14) 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 Property, 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 written approval of the ACC, one (1) antenna may be permitted to be attached to the roof of the main residential structure, and to extend above such roof for a maximum of five vertical feet

(5 VF), and one (1) satellite disc may be likewise installed, so long as such disc is screened from public view from any street, sidewalk, alley, park, or other public area.

- (15) No Lot or improvement shall be used for business, commercial, or manufacturing purposes, and no activity shall be conducted which is not related to single-family residential purposes provided, however, 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. No noxious or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the residents of the Property. 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 Property is sold, nor prohibit any builder from using a temporary structure located on a Lot in the Property as a sales or construction office until such time as the builder's last residence in the Property is sold.
- (16) 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 a 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.
- (17) Except for children's playhouses, doghouses, 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 Property.
- (18) 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. Any contrary agreement between the Declarant or the Association and any public utility or governmental entity shall prevail over this paragraph, however.
- (19) The general grading, slope and drainage plan for a Lot may not be materially altered without the approval of the City, or an alternative agency with requisite authority, and the ACC.
- (20) No sign of any kind shall be displayed to public view on any Lot except: (i) 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 Declarant, a developer, owner, 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 Property; and (ii) up to three (3) typical size political candidates' signs may be displayed up to thirty (30) days prior to a public election. 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.
- (21) 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.
- (22) Except within fireplaces in the main residential structure, and except for outdoor cooking, no burning of anything shall be permitted within the Property.

(23) No above ground-level swimming pool may be installed on any Lot.

c. 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.

(3) Garages built to hold more than two vehicles may not face the street.

d. 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, or within 25 feet of the rear lot line of any Lot facing any park in the Property except as approved in writing by the ACC. All rear, or side entry garages, driveways, or automobile aprons constructed on any Lot facing and in line of sight from any park shall have a sight screen which is architecturally consistent with the design of the single-family residence located on such Lot. This may include walls, fences, landscaping, or hedges, approved in writing by the ACC, which will insure the screening of garage doors, garage contents, or parked automobiles.

(3) The Owners of the Lots shall be responsible for the maintenance of Common Areas located between their property lines and the streets on which said Lots face. The Owners thereof shall likewise maintain the exterior of all structures on their Lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times.

**ARTICLE VI
MAINTENANCE**

Section 1. Duty of Maintenance. Owners and occupants (including lessees) of any part of the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property 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. Watering.
- f. Keeping parking areas, driveways, and sidewalks in good repair.

- g. Complying with all government, health, and police requirements.
- h. Repainting of improvements.
- i. 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 any Lot 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 Property 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 attorneys 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 Property 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 2, 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.

ARTICLE VII COMMON PROPERTIES; SIDEWALKS

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 same to his or her family, tenants, and social invitees.

Section 2. Title to Common Properties. Declarant shall own and maintain the Common Properties in each phase of development of the Property until at least ninety-five percent (95%) of the building permits for dwelling units in that development phase have been issued by the City, at which time Declarant shall convey ownership of the Common Properties to the Association, which shall be responsible for their operation and maintenance.

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. 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;
- c. 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;
- d. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure;
- e. 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 thirty (30) days for each infraction of the Association's published rules and regulations.

Section 4. Sidewalks. Each Owner shall construct a sidewalk for public use on each Lot at the time of

construction of the dwelling on the Lot. Sidewalk construction shall be completed in accordance with applicable building codes. Perpetual easements for pedestrian travel over all sidewalks in the Property are hereby granted to all Owners of Lots, their guests and 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 Property, 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 December 31, 2025, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. This Declaration may not be terminated without the written consent of the City, as evidenced by an instrument executed by the Mayor and recorded in the Real Property Records of Dallas County, Texas.

Section 2. Amendments. This Declaration may not be amended in a manner which purports or attempts to, or which would have the effect of, altering the PID, the Ordinance, or the Property's and the Association's obligations to the City hereunder or under the Ordinance, without the City's prior written consent. Any such amendment or attempted amendment shall be immediately void. Other provisions of this Declaration may be amended by the Declarant, in its sole discretion, up to December 31, 2002, and thereafter, 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. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Dallas County, Texas, with the signatures of the requisite number of members.

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, Declarant, any Owner, or the Association, through their duly designated representatives, 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. 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 5. 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 6. Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in constructing this Declaration, or any part thereof.

*

EXHIBIT "A"
DECLARATION OF
CANDLE MEADOW
CITY OF DESOTO, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

Phase I

All that certain lot, tract or parcel of land situated in the Thomas Bernard Survey, Abstract No. 114, City of DeSoto, Dallas County, Texas and being part of that tract of land described in a Warranty Deed from Black Brick Trading Company to Candle Meadow, Ltd. as recorded in Volume 2000048, Page 4356 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for corner in the East line of Cockrell Hill Road at the Northwest corner of the above cited Candle Meadow tract, said point also being the Southwest corner of a called 43.8831 acre tract of land described in a Warranty Deed from Saddle Ridge Land Co., a Texas corporation to Ken Urry & Aino Driegert Residuary Trust as recorded in Volume 85173, Page 1395 of the Deed Records of Dallas County, Texas;

THENCE S. 89 deg. 59 min. 00 sec. E. (Directional Control Line) along the North line of said Candle Meadow tract and the South line of said 43.8831 acre tract a distance of 1264.83 feet to a 1/2" iron rod with plastic cap stamped "USA INC PROP. COR." set (hereinafter called 1/2" iron rod set) for corner at the Northwest corner of a called 5.00 acre tract of land described in a Warranty Deed from Charles B. Key to Wheaton College, Wheaton Illinois as recorded in Volume 71253, Page 1118 of the Deed Records of Dallas County, Texas;

THENCE S. 00 deg. 06 min. 11 sec. E. along the West line of said 5.00 acre tract a distance of 172.18 feet to a 1/2" iron rod set for corner at the Southwest corner of said 5.00 acre tract;

THENCE S. 89 deg. 59 min. 00 sec. E. along the South line of said 5.00 acre tract a distance of 1264.67 feet to a 1/2" iron rod set for corner in the West line of Elerson Road at the Southeast corner of said 5.00 acre tract;

THENCE S. 00 deg. 01 min. 11 sec. E. along the West line of Elerson Road a distance of 207.53 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction along the West line of Elerson Road and along said curve to the left having a central angle of 01 deg. 32 min. 00 sec., a radius of 5759.45 feet, a chord bearing of S. 00 deg. 47 min. 11 sec. E., a chord distance of 154.12 feet and an arc length of 154.13 feet to a 1/2" iron rod set for corner;

THENCE S. 01 deg. 33 min. 11 sec. E. along the West line of Elerson Road a distance of 271.28 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Southwesterly direction along the West line of Elerson Road and along said curve to the right having a central angle of 04 deg. 25 min. 00 sec., a radius of 1880.27 feet, a chord bearing of S. 00 deg. 39 min. 19 sec. W., a chord distance of 144.91 feet and an arc length of 144.94 feet to a 1/2" iron rod set for corner;

THENCE S. 02 deg. 51 min. 49 sec. W. along the West line of Elerson Road a distance of 81.05 feet to a 60-d nail set in the base of a tree for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction along the West line of Elerson Road and along said curve to the left having a central angle of 02 deg. 53 min. 00 sec., a radius of 2855.92 feet, a chord bearing of S. 01 deg. 25 min. 19 sec. W., a chord distance of 143.70 feet and an arc length of 143.72 feet to a 1/2" iron rod set for corner;

THENCE S. 00 deg. 01 min. 11 sec. E. along the West line of Elerson Road a distance of 341.20 feet to a 1/2" iron rod set for corner;

THENCE S. 90 deg. 00 min. 00 sec. W. a distance of 180.41 feet to a 1/2" iron rod set for corner;

THENCE N. 00 deg. 00 min. 00 sec. E. a distance of 8.00 feet to a 1/2" iron rod set for corner;

THENCE N. 90 deg. 00 min. 00 sec. W. a distance of 277.39 feet to a ½" iron rod set for corner;
THENCE N. 00 deg. 00 min. 00 sec. E. a distance of 5.00 feet to a ½" iron rod set for corner;
THENCE N. 90 deg. 00 min. 00 sec. W. a distance of 277.39 feet to a ½" iron rod set for corner;
THENCE S. 00 deg. 00 min. 00 sec. W. a distance of 20.00 feet to a ½" iron rod set for corner;
THENCE S. 90 deg. 00 min. 00 sec. W. a distance of 731.42 feet to a ½" iron rod set for corner;
THENCE S. 58 deg. 26 min. 56 sec. W. a distance of 112.51 feet to a ½" iron rod set for corner;
THENCE S. 56 deg. 35 min. 49 sec. W. a distance of 50.01 feet to a ½" iron rod set for corner;
THENCE S. 57 deg. 57 min. 50 sec. W. a distance of 110.00 feet to a ½" iron rod set for corner;
THENCE N. 35 deg. 14 min. 57 sec. W. a distance of 70.64 feet to a ½" iron rod set for corner;
THENCE N. 39 deg. 11 min. 57 sec. W. a distance of 50.03 feet to a ½" iron rod set for corner;
THENCE N. 45 deg. 00 min. 00 sec. W. a distance of 199.73 feet to a ½" iron rod set for corner;
THENCE N. 44 deg. 02 min. 08 sec. W. a distance of 70.30 feet to a ½" iron rod set for corner;
THENCE N. 28 deg. 42 min. 58 sec. W. a distance of 54.00 feet to a ½" iron rod set for corner;
THENCE N. 10 deg. 03 min. 44 sec. W. a distance of 53.06 feet to a ½" iron rod set for corner;
THENCE N. 90 deg. 00 min. 00 sec. W. a distance of 270.00 feet to a ½" iron rod set for corner;
THENCE S. 00 deg. 00 min. 00 sec. W. a distance of 17.00 feet to a ½" iron rod set for corner;
THENCE N. 90 deg. 00 min. 00 sec. W. a distance of 160.00 feet to a ½" iron rod set for corner;
THENCE N. 00 deg. 00 min. 00 sec. E. a distance of 55.71 feet to a ½" iron rod set for corner;
THENCE S. 90 deg. 00 min. 00 sec. W. a distance of 152.94 feet to a ½" iron rod set for corner in the East line of Cockrell Hill Road;
THENCE N. 00 deg. 14 min. 57 sec. W. along the East line of Cockrell Hill Road a distance of 474.74 feet to a ½" iron rod set for corner;
THENCE North along the East line of Cockrell Hill Road a distance of 766.92 feet to the POINT OF BEGINNING and containing 80.154 acres of land.

PHASE II

All that certain lot, tract or parcel of land situated in the Thomas Bernard Survey, Abstract No. 114, City of DeSoto, Dallas County, Texas and being part of that tract of land described in a Warranty Deed from Black Brick Trading Company to Candle Meadow, Ltd. as recorded in Volume 2000048, Page 4356 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod found for corner in the East line of Cockrell Hill Road at the Northwest corner of the above cited Candle Meadow tract, said point also being the Southwest corner of a called 43.8831 acre tract of land described in a Warranty Deed from Saddle Ridge Land Co., a Texas corporation to Ken Urry & Aino Driegert Residuary Trust as recorded in Volume 85173, Page 1395 of the Deed Records of Dallas County, Texas;

THENCE S. 00 deg. 00 min. 00 sec. W. along the East line of Cockrell Hill Road a distance of 766.92 feet to a ½" iron rod with plastic cap stamped "USA INC PROP COR" set (hereinafter called ½" iron rod set) for corner;

THENCE S. 00 deg. 14 min. 57 sec. E. along the East line of Cockrell Hill Road a distance of 474.74 feet to a ½" iron rod set for corner at the POINT OF BEGINNING of the herein described tract;

THENCE N. 90 deg. 00 min. 00 sec. E. a distance of 152.94 feet to a ½" iron rod set for corner;

THENCE S. 00 deg. 00 min. 00 sec. W. a distance of 55.71 feet to a ½" iron rod set for corner;

THENCE S. 90 deg. 00 min. 00 sec. E. a distance of 160.00 feet to a ½" iron rod set for corner;

THENCE N. 00 deg. 00 min. 00 sec. E. a distance of 17.00 feet to a ½" iron rod set for corner;

THENCE N. 90 deg. 00 min. 00 sec. E. a distance of 270.00 feet to a ½" iron rod set for corner;

THENCE S. 10 deg. 03 min. 44 sec. E. a distance of 53.06 feet to a ½" iron rod set for corner;

THENCE S. 28 deg. 42 min. 58 sec. E. a distance of 54.00 feet to a ½" iron rod set for corner;

THENCE S. 44 deg. 02 min. 08 sec. E. a distance of 70.30 feet to a ½" iron rod set for corner;

THENCE S. 45 deg. 00 min. 00 sec. E. a distance of 199.73 feet to a ½" iron rod set for corner;

THENCE S. 39 deg. 11 min. 57 sec. E. a distance of 50.03 feet to a ½" iron rod set for corner;

THENCE S. 35 deg. 14 min. 57 sec. E. a distance of 70.64 feet to a ½" iron rod set for corner;

THENCE N. 57 deg. 57 min. 50 sec. E. a distance of 110.00 feet to a ½" iron rod set for corner;

THENCE N. 56 deg. 35 min. 49 sec. E. a distance of 50.01 feet to a ½" iron rod set for corner;

THENCE N. 58 deg. 26 min. 56 sec. E. a distance of 112.51 feet to a ½" iron rod set for corner;

THENCE N. 90 deg. 00 min. 00 sec. E. a distance of 731.42 feet to a ½" iron rod set for corner;

THENCE N. 00 deg. 00 min. 00 sec. E. a distance of 20.00 feet to a ½" iron rod set for corner;

THENCE S. 90 deg. 00 min. sec. E. a distance of 227.39 feet to a ½" iron rod set for corner;

THENCE S. 00 deg. 00 min. 00 sec. E. a distance of 5.00 feet to a ½" iron rod set for corner;

THENCE S. 90 deg. 00 min. 00 sec. E. a distance of 277.39 feet to a ½" iron rod set for corner;

THENCE S. 00 deg. 00 min. 00 sec. W. a distance of 8.00 feet to a ½" iron rod set for corner;

THENCE S. 90 deg. 00 min. 00 sec. E. a distance of 180.41 feet to a ½" iron rod set for corner in the West line of Elerson Road;

THENCE S. 00 deg. 01 min. 11 sec. E. along the West line of said Elerson Road a distance of 1074.43 feet to a ½" iron rod set for corner at the intersection of the West line of said Elerson Road with the North line of Parkerville Road, said point also being the Southeast corner of the above cited Candle Meadow tract;

THENCE N. 89 deg. 47 min. 30 sec. W. along the North line of Parkerville Road a distance of 2465.26 feet to a ½" iron rod set for corner at the beginning of a flare at the intersection of the North line of Parkerville Road with the East line of Cockrell Hill Road;

THENCE N. 35 deg. 05 min. 20 sec. W. along said flare a distance of 100.51 feet to a ½" iron rod set for corner in the East line of Cockrell Hill Road;

THENCE N. 00 deg. 14 min. 57 sec. W. along the East line of Cockrell Hill Road a distance of 464.66 feet to a ½" iron rod found for corner at the Southwest corner of a called 1.25 acre tract of land described in a Deed of Trust from Donald Ross Bullard, et ux to Jack Hightower, trustee as recorded in Volume 67016, Page 1543 of the Deed Records of Dallas County, Texas;

THENCE S. 89 deg. 37 min. 11 sec. E. along the South line of said 1.25 acre tract a distance of 260.00 feet to a ½" iron rod found for corner at the Southeast corner of said 1.25 acre tract;

THENCE N. 00 deg. 14 min. 57 sec. W. along the East line of said 1.25 acre tract a distance of 210.00 feet to a ½" iron rod found for corner at the Northeast corner of said 1.25 acre tract;

THENCE N. 89 deg. 37 min. 11 sec. W. along the North line of said 1.25 acre tract a distance of 260.00 feet to a ½" iron rod set for corner in the East line of Cockrell Hill Road at the Northwest corner of said 1.25 acre tract;

THENCE N. 00 deg. 14 min. 57 sec. W. along the East line of Cockrell Hill Road a distance of 583.36 feet to the POINT OF BEGINNING and containing 63.658 acres of land.

FIRST AMENDMENT TO DECLARATION
OF
CANDLE MEADOW
CITY OF DESOTO, DALLAS COUNTY, TEXAS

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THIS FIRST AMENDMENT TO DECLARATION OF CANDLE MEADOW IS MADE AS OF THE 21ST DAY OF June, 2002, BY CMD, LTD., a Texas limited partnership, hereinafter called "Declarant."

On June 21, 2001, Declarant filed its Declaration of Candle Meadow in the Real Property Records of Dallas County, Texas, in Volume 2001121, Page 03563 (the "Declaration"). Declarant was the owner of the Candle Meadow Subdivision, an addition to the City of Desoto, Dallas County, Texas and being further described in Exhibit "A" attached to the Declaration (the "Property"). Declarant is the owner of an additional 1.25 acres of land described in Exhibit "A" attached hereto and incorporated herein (the "Additional Property") and seeks to amend the Declaration by adding to and including the Additional Property to the Property described in the Declaration.

This First Amendment to the Declaration will not modify, alter, change or affect the PID, the Ordinance or the Property's and the Association's obligations to the City under the Declaration or the Ordinance. The Declarant has the authority under Article VIII, Section 2 of the Declaration to amend the Declaration, in its sole discretion, up to December 31, 2002.

NOW, THEREFORE, Declarant declares that the Declaration is hereby amended by increasing and expanding the Property described in Exhibit "A" of the Declaration to include the Additional Property described in Exhibit "A" attached hereto and incorporated herein and the Additional Property shall immediately become subject to all the terms, conditions, provision, restrictions and obligations of the Declaration.

This First Amendment to Declaration of Candle Meadow is subject to the prior written consent of the City of DeSoto, which written consent is indicated by the signature of its authorized representative set forth in the space provided below.

The Declaration, as amended herein, shall continue in full force and effect according to its terms.

SIGND this 21ST day of June, 2002.

CMD, Ltd.,
a Texas limited partnership

By: Palladium Builders, Inc.,
a Texas corporation,
general partner

By: Jennifer J. Hay
Jennifer J. Hay,
President

CONSENT TO FOREGOING AMENDMENT:

CITY OF DESOTO, TEXAS

By: Egm Hall
Its: Planning & Zoning Manager

Date: June 25th, 2002

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer J. Hay, President, Palladium Builders, Inc., a Texas corporation, general partner of CMD, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of June, 2000: 2002

Marsha Vass
Notary Public in and for the State of Texas

[SEAL]

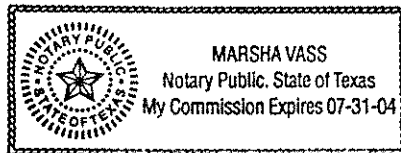


EXHIBIT "A"

First Amendment to Declaration of Candle Meadow

LEGAL DESCRIPTION

Legal Description for Property located at 810 S. Cockrell Hill Road, originally a 1.25-acre out-parcel of land out of Candle Meadow Addition. Planned Development No. 64 for Candle Meadow Addition has been amended to include the parcel described below.

BEGINNING at the intersection of the North line of W. Parkerville Road and the East line of S. Cockrell Hill Road being the Southwest corner of Candle Meadow Addition;

THENCE N 00° 14' 57" W along the East line of S. Cockrell Hill for a distance of 535.73 feet to a POINT OF BEGINNING at the Southwest corner of said parcel;

THENCE N 00° 14' 57" E along the East line of S. Cockrell Hill Road for a distance of 210.00 feet to a point for corner at the Northwest corner of said parcel and the East line of S. Cockrell Hill Road;

THENCE S 89° 44' 45" E along a common line of said parcel and Candle Meadow Addition for a distance of 260.00 feet to a point for corner at the Northeast corner of said parcel and the east line of said parcel;

THENCE S 00° 14' 57" E along a common line of said parcel and Candle Meadow Addition for a distance of 210.00 feet to a point for corner at the Southeast corner of said parcel and the south line of said parcel;

THENCE N 89° 44' 45" along a common line of said parcel and Candle Meadow Addition for a distance of 260.00 feet to a POINT OF BEGINNING at the Southwest corner of said parcel and the East line of S. Cockrell Hill Road and containing 1.25 acres of land.