



**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS

COUNTY OF HUNT

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and entered into for **MURIEL CREEK ESTATES** subdivision by GLA VENTURES LLC, a Texas limited liability company, herein referred to as "Declarant." Capitalized terms use but not otherwise defined herein shall have the meanings set forth in the Original Declaration (as defined below).

RECITALS:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated August 25, 2021 and recorded on August 30, 2021 as entry number 2021-18795 in the official records of Hunt County, Texas (the "Original Declaration") related to the Property, which Property is generally known as "Muriel Creek Estates", is comprised of 189 acres of land, more or less, located in Hunt County, Texas and is legally described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, between the recordation of the Original Declaration and the execution of this Declaration, the lot and block numbers for the Lots have changed, and accordingly, Declarant desires to enter into this Declaration to (i) amend and restate in entirety the Original Declaration, and (ii) subject to the Property to this Declaration hereafter;

WHEREAS, a concept plan for the Property is set forth in Exhibit "B" attached hereto and made a part hereof (the "Concept Plan"), which lot and block numbers identified therein shall govern and control related to the permitted uses and restrictions described herein;

WHEREAS, the Property has a total of forty-one (41) Lots as follows: (i) Lot 1A through Lot 20A – 20 Lots; (ii) Lots 1B through 4B – 4 Lots; (iii) Lots 1C through 6C – 6 Lots; (iv) Lots 1D through 2D – 2 Lots; and (v) Tracts 1, 2, 10, 13, 18, 19, 20, 41 and 42 – 9 Lots;

WHEREAS, Declarant has the authority to amend and restate the Declaration pursuant to, among other provisions, Sections 2.3 and 2.7 of the Original Declaration; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future Lot owners of the Property, and to convey the Property subject to certain protective covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, it is hereby declared that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be

binding on all parties having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

ARTICLE I GENERAL RESTRICTIONS

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

1.1 Limitation on Use. Each Lot may be used for residential purposes or home office subject to the following reasonable limitations:

- a. Hazardous materials and/or chemicals may not be used or stored on the Property;
- b. Equipment and materials must be screened from view from any neighboring Lot;
- c. Noise volume may not exceed normal residential decibel levels in accordance with Hunt County noise ordinances; and
- d. Business may only be conducted indoors or screened from view (except for agricultural purposes).

1.2 Minimum Setbacks. No dwelling residence or other structure may be placed or erected within fifteen (15) feet from a neighboring lot;

Boundary line fences, cross fences, gates and structures relating to gate entrances shall be excluded from the Minimum Side Setback requirement. A dwelling residence or other structures that existed on a Lot prior to the filing and recordation of this Declaration shall be grandfathered and exempted from these requirements.

1.3 Dwellings. Reference is made to the concept plan attached hereto All dwelling placed on the Property shall be as follows:

Site Built Only – All dwellings built or placed on Lots 16A through 20A, Lots 1B through 4B, Lots 1C through 6C, Lots 1D through 2D, and Tracts 1, 2, 10, 13, 18, 19, and 20 shall be site built only. Modular or manufactured homes are not permitted on any such Lots, whether permanently or temporarily installed.

Manufactured Homes Permitted – All dwellings built or placed on Lots 1A through 16A and Tracts 41 and 42 may be site built homes, new double-wide manufactured homes and/or modular homes.

Notwithstanding the foregoing, for all Lots, a Lot Owner may relocate or reconstruct a building of historical quality and integrity (e.g., a log cabin) to be used as a dwelling or accessory building.

1.4 Residences and Structures. No more than one (1) dwelling Residence on lots under two (2) acres is allowed. No more than two (2) dwelling Residences on lots over two (2) acres is allowed.

The total area of the primary Residence must be a minimum of fourteen hundred (1,400) square feet.

1.5 Travel Trailers and Recreational Vehicles. No travel trailer, motor home or recreational vehicle shall be used as a permanent dwelling residence. Any travel trailer, motor home or recreational vehicle parked or stored on any Lot must comply with the minimum setbacks established in paragraph 1.2.

A single travel trailer, motor home or recreational vehicle used solely as a temporary residence on the Lot while a permanent dwelling residence is being constructed may be allowed for no more than twelve (12) months.

1.6 Temporary Structures. No tent, shack, or other temporary building shall be placed on the Lot as a permanent dwelling residence. Temporary structures needed to store tools and equipment during the actual construction phase of the permanent dwelling will be permitted and must be removed upon completion of the dwelling residence or for recreational use.

1.7 Unfinished Dwelling Residences and/or Structures. No Dwelling Residence and/or Structure shall remain unfinished for more than fifteen (15) months after construction has begun.

1.8 Rubbish, Trash and Debris. No trash containers, metals, bulk materials, scrap, refuse, trash or debris shall be kept, stored or allowed to accumulate on a Lot within the minimum setbacks established in Paragraph 1.2. For all other areas, such items may be kept, stored or allowed to accumulate only if appropriately stored and screened from view from public or common roads and adjacent lots. No odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, offensive, or detrimental to any other portion of the Property or to its occupants. The Property and/or Lots shall not be used as a dumping ground for rubbish. No Lots owner shall permit any condition to exist on any Lot that will induce, breed or harbor infectious plant diseases or noxious insects.

1.9 Vehicles and Trailers. All trucks, automobiles, trailers, graders, stock trailers, horse trailers, boats, tractors, construction machinery, wagons, motorcycles, motor scooters, all-terrain vehicles, or landscaping equipment (collectively, "Vehicles") shall be parked or stored on the Lot within the minimum setback areas established in Paragraph 1.2 above, except when in actual use. No repair or maintenance work shall be done on any Vehicles (other than minor emergency repairs) except in areas screened from view.

1.10 Swine and Ratites. No swine or ratites (ostriches, emus and the like) may be kept, stored, or raised upon any Lot or any portion of the Property.

1.11 Other Animals. Lot Owners may keep a reasonable amount of dogs or cats, though no commercial breeding or kennel operations are permitted. Lot Owners may keep chickens for personal use. Lot Owners may keep (1) large animal per acre, i.e. cow or horse. No dangerous or wild animals are permitted.

1.12 Individual Sewage Disposal Systems. No individual sewage disposal system shall be permitted unless the system is designed, located, constructed and maintained in accordance with all federal, state, and local laws, including any promulgated by Hunt County. Individual sewage disposal systems must additionally comply with the minimum setback requirements outlined above.

1.13 Repair of Buildings. All improvements upon any of the Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner thereof.

1.14 Subdivision of Property. No tract may be subdivided less than one and a half (1.5) acres.

1.15 Additional Prohibited Activities. Additional Prohibited activities include:

- a. any illegal activity;
- b. any nuisance or noxious or offensive activity;
- c. any storage of—
 - i. building materials except during the construction or renovation of a Dwelling Residence or a
 - ii. structure and no unsightly objects unless completely shielded by a structure;
- d. any exploration for or extraction of minerals;
- e. any dumping of rubbish;
- f. the drying of clothes in a manner that is visible from any street;
- g. the operation of—
 - i. junk yards
 - ii. repair yards
 - iii. wrecking yards

h. occupying a Structure that does not comply with the construction standards of a Residence in paragraph 1.3 – 1.4 above.

ARTICLE II MISCELLANEOUS

2.1 Term. This Declaration shall run until December 31, 2031, unless amended as herein provided. After December 31, 2031, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

2.2 Termination. This Declaration may be terminated by a written instrument executed by sixty-six percent (66%) of the Lot owners of the Property, determined on the basis of acreage.

2.3 Amendment. Prior to expiration of the Declarant Control Period (as defined below), the Declarant may unilaterally modify, alter, or otherwise amend this Declaration. After expiration of the Declarant Control Period, this Declaration may be amended by an affirmative vote of sixty percent (60%) of the Lot Owners of the Property, determined on the basis of acreage. Any such amendment shall be effective upon recordation in the Hunt County Property Records of an instrument executed and acknowledged by Declarant and/or the requisite percentage of Lot Owners and setting forth the amendment.

2.4 Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision or portion hereof.

2.5 Enforcement. The Declarant and each Lot Owner of a portion of the Property shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

2.6 Effect on Declarant. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce the same, and Declarant shall not be subject to any claim, demand, or cause of action from any Lot Owner by virtue of not enforcing any restrictions herein contained.

2.7 Declarant Control Period; Changes to Property. The Declarant shall have special rights granted under this Declaration, including, without limitation, the rights granted under Section 2.3 above and the rights granted in this Section 2.7 below, until it no longer owns any portion of the Property (the "Declarant Control Period"). Prior to expiration of the Declarant Control Period, although Declarant anticipates converting the Property into forty-two (42) Lots as of the effective date hereof, Declarant reserves the unilateral right to (i) increase or decrease such number of Lots located within the Property, (ii) annex in additional real property located adjacent or in close proximity to the Property to become subject to this Declaration, and/or (iii) remove certain portions

of the Property still owned by Declarant from being subject to this Declaration. After expiration of the Declarant Control Period, the Declarant rights, duties and obligations hereunder shall automatically cease, and the Lot Owners shall thereafter control in accordance with the terms of this Declaration.

2.8 Attorney's Fees. If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

2.9 Fines. Each Lot Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

2.10 No Waiver. Failure by a Lot Owner to enforce this Declaration is not a waiver.

2.11 Presuit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Lot Owners will mediate the dispute in good faith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 13 day of January, 2022.

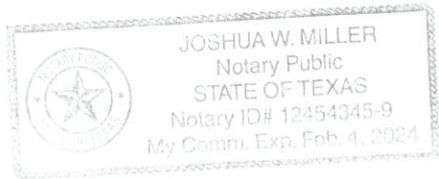
GLA Ventures LLC,
a Texas limited liability company

By: 
Terence Burnside, Manager

THE STATE OF TEXAS

COUNTY OF Cow

This instrument was acknowledged before me on the 13 day of January, 2022 by Terence Burnside, as Manager of GLA Ventures LLC, a Texas limited liability company.



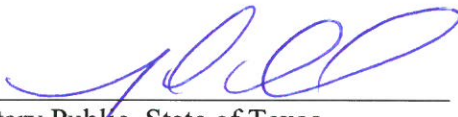

Notary Public, State of Texas

Exhibit "A"

The following real property located in Hunt County, Texas:

TRACT ONE:

All that certain lot, tract or parcel of land situated in the William Stepp Survey, Abstract No. 977 and the Josiah Rhodes Survey, Abstract No. 929, Hunt County, Texas, being a part of that certain tract of land described as the Third Tract in the deed from Joseph L. Collins, III, et al, to J. W. Green, as recorded in Volume 542, Page 554 of the Deed Records of Hunt County, Texas (hereinafter called Subject Tract One), being a part of that certain tract of land described as the Sixth Tract in the deed from Joseph L. Collins, III, et al, to J. W. Green, as recorded in Volume 542, Page 554 of the Deed Records of Hunt County, Texas (hereinafter called Subject Tract Two), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC." set (hereinafter called 1/2" iron rod set) for a corner lying in the intersection of the South right-of-way line of Farm-To-Market Road No. 2194 (hereinafter called FM 2194) and County Road No. 1076;

THENCE S. 00 deg. 06 min. 17 sec. E. a distance of 1939.74 feet along the said County Road No. 1076, across and thru the said Subject Tract one and Subject Tract Two to a 1/2" iron rod set for a corner lying in the South line of the said Subject Tract Two and the North line of that certain tract of land described in the deed from Jerry Mack Skeen, et ux, to Charles H. Rosselot, et ux, as recorded in Volume 898, Page 711 of the Deed Records of Hunt County, Texas;

THENCE S. 89 deg. 48 min. 46 sec. W. a distance of 1359.94 feet along the South line of the said Subject Tract Two, the North line of the said Rosselot, the North line of that certain tract of land described as the First Tract, Tract Two in the deed from Rita Rene Hammack to Gary Wright Hammack, as recorded in Volume 829, Page 261 of the Official Public Records of Hunt County, Texas, the North line of that certain tract of land described as the Second Tract, Third Tract in the deed from Rita Rene Hammack to Gary Wright Hammack, as recorded in Volume 829, Page 261 of the Official Public Records of Hunt County, Texas, the North line of that certain tract of land described as the Second Tract, First Tract in the deed from Rita Rene Hammack to Gary Wright Hammack, as recorded in Volume 829, Page 261 of the Official Public Records of Hunt County, Texas, generally and partially along a fence to a 1/2" iron rod set for a corner, the Southwest corner of the said Subject Tract Two, the Southeast corner of that certain tract of land described in the deed from Scruggs Living Trust to Mathew Allen Barr, et al, as recorded in Document Number 2013-10210 of the OPR Records of Hunt County, Texas;

THENCE N. 02 deg. 02 min. 11 sec. W. at a distance of 1300.69 feet passing a 1/2" iron rod found for a reference, at a distance of 2061.68 feet passing a 1/2" iron rod found for a reference and continuing in all a distance of 2069.49 feet along the West line of the said Subject Tract Two, the West line of the said Subject Tract One, the East line of the said Barr tract, the East line of that certain tract of land described in the deed from Matthew Allen Barr, et al, to William Frizzell, et al, as recorded in Document Number 2016-13852 of the OPR Records of Hunt County, Texas, generally and partially along a fence to a 1/2" iron rod set for a corner lying in the South right-of-way line of the said FM 2194, the West line of the said Subject Tract One, and a circular curve to the left;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 485.22 feet, with a radius of 2914.79 feet, a central angle of 9 deg. 32 min. 17 sec., a chord bearing of S. 84 deg. 49 min. 54 sec. E., and a chord distance of 484.66 feet to a concrete monument found for a corner at the end of the said circular curve;

THENCE S. 89 deg. 36 min. 02 sec. E. a distance of 853.34 feet along the South right-of-way line of the said FM 2194 to a broken concrete monument found for a corner at an angle point;

THENCE S. 44 deg. 36 min. 02 sec. E. a distance of 70.71 feet along the South right-of-way line of the said FM 2194 to a concrete monument found for a corner at an angle point;

THENCE S. 89 deg. 36 min. 02 sec. E. a distance of 43.98 feet South right-of-way line of the said FM 2194 to the POINT OF BEGINNING and containing 64.36 acres of land.

TRACT TWO:

All that certain lot, tract or parcel of land situated in the William Stepp Survey, Abstract No. 977 and the Josiah Rhodes Survey, Abstract No. 929, Hunt County, Texas, being a part of that certain tract of land described as the Third Tract in the deed from Joseph L. Collins, III, et al, to J. W. Green, as recorded in Volume 542, Page 554 of the Deed Records of Hunt County, Texas (hereinafter called Subject Tract One), being a part of that certain tract of land described as the Sixth Tract in the deed from Joseph L. Collins, III, et al, to J. W. Green, as recorded in Volume 542, Page 554 of the Deed Records of Hunt County, Texas (hereinafter called Subject Tract Two), being all of that certain tract of land described as the Seventh Tract in the deed from Joseph L. Collins, III, et al, to J. W. Green, as recorded in Volume 542, Page 554 of the Deed Records of Hunt County, Texas (hereinafter called Subject Tract Three), being a part of that certain tract of land described as the Fifth Tract in the deed from Joseph L. Collins, III, et al, to J. W. Green, as recorded in Volume 542, Page 554 of the Deed Records of Hunt County, Texas (hereinafter called Subject Tract Four), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron rod with plastic cap stamped "STOVALL & ASSOC." set (hereinafter called 1/2" iron rod set) for a corner lying in the intersection of the South right-of-way line of Farm-To-Market Road No. 2194 (hereinafter called FM 2194) and County Road No. 1076;

THENCE S. 89 deg. 36 min. 02 sec. E. a distance of 36.02 feet along the South right-of-way line of the said FM 2149 to a concrete monument found for a corner at an angle point;

THENCE N. 45 deg. 23 min. 58 sec. E. a distance of 70.71 feet along the South right-of-way line of the said FM 2149 to a concrete monument found for a corner at an angle point;

THENCE S. 89 deg. 36 min. 02 sec. E. a distance of 622.98 feet along the South right-of-way line of the said FM 2149 to a concrete monument found for a corner at the beginning of a circular curve to the left;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 702.58 feet, with a radius of 2914.79 feet, a central angle of 13 deg. 48 min. 39 sec., a chord bearing of N. 83 deg. 29 min. 39 sec. E., and a chord distance of 700.89 feet to a 1/2" iron rod set for a corner lying in the East line of the said Subject Tract One and the West line of that certain tract of land described in the deed from L. C. Lynch, et ux, to Neal Dearing, Jr. Et ux, as recorded in Volume 844, Page 174 of the Deed Records of Hunt County, Texas;

THENCE S. 01 deg. 19 min. 07 sec. E. at a distance 4114.12 feet passing a 1/2" iron rod set for a reference and continuing in all a distance of 4144.12 feet along the East line of the said Subject Tract One, the East line of the said Subject Tract Three, the East line of the said Subject Tract Four, the West line of the said Dearing tract, the West line of that certain tract of land described in the deed from the Veterans Land Board of the State of Texas to John T. Williams, as recorded in Volume 177, Page 896 of the Real Property Records of Hunt County, Texas, and the West line of that certain tract of land described as Tract No. One in the deed from Dianna June McCallum to Marty Allan O'Brien, as recorded in Document Number 2016-3823 of the OPR Records of Hunt County, Texas, to a 1/2" iron rod set for a corner lying in County Road No. 1074 and the North line of that certain tract of land described in the deed from Jerry L. Leinart, as recorded in Document Number 2010-11416 of the Real Property Records of Hunt County, Texas, the Southeast corner of the said Subject Tract Four and the Southwest corner of the said O'Brien tract;

THENCE S. 89 deg. 21 min. 12 sec. W. a distance of 1342.16 feet along the said County Road No. 1074, the South line of the said Subject Tract Four and the North line of the said Leinart tract to a 1/2" iron rod set for a corner lying in the intersection of the said County Road No. 1074 and the said County Road No. 1076, and the East line of that certain tract of land described as the First Tract, Tract Two in the deed from Rita Rene Hammack to Gary Wright Hammack, as recorded in Volume 828, Page 261 of the Official Public Records of Hunt County, Texas, the Southwest corner of the said Subject Tract Four and the Northwest corner of the said Leinart tract;

THENCE N. 00 deg. 41 min. 51 sec. W. a distance of 612.73 feet along the said County Road No. 1076, the West line of the said Subject Tract Four and the East line of the said Hammack tract to a 1/2" iron rod set for a corner for a corner in the West line of the said County Road No. 1076, the Northeast corner of the said Hammack tract and the Southeast corner of that certain tract of land described as Tract One in the deed from Charles H. Rosselot, et ux, to Samuel James Johnson, et ux, as recorded in Volume 1801, Page 411 of the Real Property Records of Hunt County, Texas, and the Southwest corner of that certain tract of land described as Tract Two in the deed from Charles H. Rosselot, et ux, to Samuel James Johnson, et ux, as recorded in Volume 1801, Page 411 of the Real Property Records of Hunt County, Texas,

THENCE N. 45 deg. 08 min. 42 sec. E. a distance of 166.41 feet along the East line of the said Tract Two to a 1/2" iron rod set for a corner lying in the East line of the said County Road No. 1076 and the West line of the said Subject Tract Four, the Northeast corner of the said Tract Two, on an outside elf corner of the said Tract One;

THENCE N. 00 deg. 56 min. 11 sec. E. a distance of 1370.06 feet along the said County Road No. 1076, the West line of the said Subject Tract Four, the East line of the said Tract One, the East line of that certain tract of land described in the deed from Jerry Mack Skoen, et ux, to Charles H. Rosselot, et ux, as recorded in Volume 698, Page 711 of the Deed Records of Hunt County, Texas, the East line of that certain tract of land described in the deed from Charles H. Rosselot, et ux, to Paul Davis, et ux, as recorded in Volume 239, Page 762 of the Real Property Records of Hunt County, Texas, and the East line of that certain tract of land described in the deed from Wilma Rosselot, et ux, to Cameron Farrell, as recorded in Document Number 2020-16487 of the Records of Hunt County, Texas, to a 1/2" iron rod set for a corner lying in the South line of the said Subject Tract Three, the Northwest corner of the said Subject Tract Four and the Northeast corner of the said Rosselot tract;

THENCE S. 88 deg. 48 min. 45 sec. W. a distance of 288.41 feet along the said County Road No. 1076, the South line of the said Subject Tract Three and the South line of the said Subject Tract Two and the North line of the said Rosselot to a 1/2" iron rod set for a corner lying in the said County Road No. 1076;

THENCE N. 00 deg. 06 min. 17 sec. W a distance of 1938.74 feet along the said County Road No. 1076, across and thru the Subject Tract Two and Subject Tract One to the POINT OF BEGINNING and containing 124.70 acres of land.

Exhibit "B"

Concept Plan

