

CC-10 DC 1160  
2-12-07 by  
WJORGAN/W  
GTA

Declaration of Covenants, Conditions, and Restrictions

Hidden Creek Estates

An Addition in Copper Canyon, Texas

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

WHEREAS, Kerr-Pearson Copper Canyon LTD ("Declarant") is the current owner of that certain real property located in the Town of Copper Canyon, Denton County, Texas, described as Lots 1-6, Block A, Lots 1-6, Block B, and Lots 1-3, Block C, Hidden Creek Estates, an Addition to the Town of Copper Canyon, Texas, according to the plat thereof recorded in Cabinet Y, Pages 175-176 of the Plat Records of Denton County, Texas, as more specifically described herein; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the Property, and to this end desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and for each owner of the Property; and

WHEREAS, Declarant intends to hold, sell and convey individual Lots, as hereinafter defined, subject to these protective covenants, conditions, restrictions, liens and charges as hereinafter set forth; and

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

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit), will have the following meanings:

1.01 Definitions:

- a) "Approved Builder" shall mean any builder that has been approved by Declarant.

- b) "Approved by Declarant" shall mean prior written approval of Declarant, and/or its designee(s), which approval may be withheld or conditioned in the sole discretion of Declarant or such designee(s). Approval rights may be delegated to an Architectural Review Board at the discretion of Declarant at any time until residences have been constructed and occupied on not less than eighty percent (80%) of the Lots; thereafter the approval rights reserved to Declarant herein shall be automatically vested in an Architectural Review Board. Neither the Declarant nor the Architectural Review Board, once appointed or selected, shall be liable for claims, causes of action or damages arising out of, services performed pursuant to the terms hereof.
- c) "Architectural Review Board", once appointed by Declarant, or otherwise after succeeding to the approval rights of Declarant, shall consist of not less than three (3) different Lot Owners appointed by Declarant or otherwise selected by majority vote of the Lot Owners for a term not to exceed two (2) years. Declarant, until such time as the Declarant's approval rights have passed to the Architectural Review Board selected by the Lot Owners, shall have the right to remove or replace any member at any time or from time to time.
- d) "Covenants" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.
- e) "Declarant" shall mean and refer to Kerr-Pearson Copper Canyon LTD, its successors and/or assigns, including without limitation any person succeeding to the interest of Kerr-Pearson Copper Canyon LTD with respect to the voluntary disposition of all (but not less than all) of all right, title and interest of Kerr-Pearson Copper Canyon LTD in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Lots from Kerr-Pearson Copper Canyon LTD in the ordinary course of business shall be considered as Declarant. The Declarant may assign all or any portion of its rights hereunder as such Declarant, by an assignment expressly assigning such rights as Declarant to such assignee.
- f) "Lot" shall mean and refer to any plot or tract of land shown upon recorded subdivision map(s) or plat(s) of the Property, as the same may be amended from time to time; which plot or tract of land is designated as a Lot therein and which is, or will be, improved with a single family residential dwelling.
- g) "Owner" shall mean and refer to each and every person or business entity who is the owner of record of a fee or undivided fee interest in any Lot subject to these Covenants, Conditions and Restrictions; provided, however, Owner shall not include any person(s) or entity(ies) who hold bona fide lien or interest in a Lot as security for the performance of any obligation.
- h) "Property" shall mean and refer to that certain real property described as Lots 1-6, Block A, Lots 1-6, Block B, and Lots 1-3, Block C, Hidden Creek Estates, an Addition to the Town of Copper Canyon according to the plat thereof recorded on January 24, 2008 in Cabinet Y, Pages 175-176 of the Plat Records of Denton County, Texas, as more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes.

## ARTICLE II

### CONSTRUCTION, IMPROVEMENTS & USE OF LOTS

2.01 Residential Use. All Lots shall be used for residential purposes only and shall include the following requirements for single-family dwellings, which requirements shall apply to ALL home construction unless otherwise specified or unless otherwise approved by Declarant:

- a) Exterior: One of three (3) selections:
  - 1) Ninety Five percent (95%) brick or stone façade,
  - 2) One hundred percent (100%) concrete stucco (exterior Portland cement, hand-applied in three (3) coats to a minimum thickness of ¾ inches); or
  - 3) Concrete Stucco w/combination of brick and stone.
- b) Roof Pitch: 10/12 or greater roof pitch, except porches; EXCEPTIONS: Tile & Standing Seam roofs shall have a 6/12 or greater pitch, except porches.
- c) Roof Quality: 30-year architectural shingles or better.
- d) Metal Valleys & Flashing: Color to match the roof, brick façade or copper.
- e) Roof Vents: Allowed to jut out (project) out only from the back or side of the roof.
- f) Minimum Size: Air-conditioned living space (excluding garages) to be minimum of 4,000 sq. ft.
- g) Variances: All variances must be approved by Declarant.
- h) Building Height: No building or structure on any Lot shall exceed two (2) stories in height.
- i) Fireplaces: The exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, stone or masonry or other acceptable substitute for brick or masonry materials that looks like brick or stone.
- j) New Construction Only. All building shall be of NEW construction and shall be built on site.
- k) Approved Builders Required. All structures must be constructed by an Approved Builder.

2.02 Garages and Accessory Buildings. Each residential dwelling erected on any Lot shall provide garage space for a minimum of three (3) cars, must be constructed at the same time and as a part of the total floor plan and must open only to the side or rear of the Lot.

- a) All detached garages or accessory buildings (cabanas, pool houses, etc.) must be architecturally harmonious with the residential dwelling and be constructed with the same type and color of materials.
- b) Doors to accessory buildings may face the street but shall be closed at times when not in use and must be behind the rear of the house.
- c) NO carports shall be allowed on the Property.
- d) Drive through breezeways and porte-cochères are permitted.
- e) Barns are allowed only as approved by Declarant and if approved, must be constructed of 24 gauge metal with painted, baked enamel finish or of the same type materials as the house. The color is to be the same color of the house, detached garage or accessory buildings.

2.03 Buildings and Setback Lines. All residences built on any Lot shall face the public road or street adjacent to the Lot as shown on the recorded plat of the Property or as prescribed in the deed from Declarant conveying the Lot.

2.04 Fences. No fence or wall on any Lot shall be erected, placed, altered, painted or stained except as approved by Declarant. Placement of fences shall be based on the recorded plat of the Property and/or ordinances set by the Town of Copper Canyon. If approved by Declarant, fences shall meet the following minimum standards:

- a) Pipe fences shall be constructed of 2 7/8" new pipe for the top rail, posts and braces with four (4) strands of 9/16" new cable and braces at least every 250 feet.
- b) Wooden fences shall be constructed of Pressure Treated Wood.
- c) All fences are to be painted or stained hunter green, black or brown in color.

2.05 Recreational Vehicles, Boats, Campers, Farm Equipment, etc.: No boats, trailers, recreational vehicles, buses, inoperative vehicles of any kind, campers, boat riggings, tractors, farm or lawn equipment or other items of conveyance shall be left parked on a public street or right-of-way or in the driveway of any Lot for greater than forty-eight (48) hours unless parked behind the front building line of the Lot and concealed from view to neighboring Lots and streets by fencing or by being parked in a garage.

2.06 Prohibited Residential Use.

- a) No structure of a temporary nature, trailer, mobile home, tent, shack, garage or other outbuilding shall be used as a living structure or office on any Lot at any time either permanently or temporarily.
- b) No structure or building of any kind shall be used for commercial purposes, except for home based businesses allowed by the ordinances of the Town of Copper Canyon.

2.07 Driveways and Circular Drives. All headwalls and approaches are to be constructed of concrete and shall be completed prior to the occupancy of the house.

2.08 Propane Tanks, Antennae, Aerials, Satellite Dishes. All radio or television antennas, aerials, satellite dishes, towers or other transmitting and/or receiving structures, or support thereof, shall be erected, placed, or installed entirely within the enclosed portion of an individual building constituting part of the primary single family structure or placed behind the required building setbacks and screened so as not to be visible from neighboring Lots or streets. Propane tanks shall be buried or screened so as not to be visible from neighboring Lots of streets.

2.09 Animals, Livestock and Poultry.

- a) No commercial breeding of pets is allowed.
- b) Household pets, dogs/cats are permitted but shall not be allowed to be nuisances or disturbances to residents in the Subdivision.
- c) Animal control shall meet the Town of Copper Canyon – Leash Law.
- d) No swine or poultry are allowed.
- e) It shall be the responsibility of the Owner of the Lot to conform to the Laws of Denton County and Town of Copper Canyon regarding types and numbers of livestock per acre, provided no more than one horse shall be allowed per acre.

2.10 Construction Time Limit. All permitted improvements to be constructed on any Lot, including driveways, swimming pools, detached garages, etc. shall be completed within a period of twelve (12) months from the date of commencement of first construction unless otherwise approved by Declarant.

2.11 Rubbish, Trash and Garbage.

- a) No Lot or part of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste of any kind.
- b) Trash or waste of any kind shall not be kept on any Lot except in sanitary containers and shall be exposed to the public view only temporarily pending trash pick up, which shall be on a regularly scheduled basis, no less often than weekly.
- c) All garbage cans and other refuse containers, incinerators or other equipment used for the storage or disposal of waste material shall be kept in a clean and sanitary condition in a suitable area not visible from neighboring Lots or public street(s).

2.12 Storage of Materials.

- a) No articles, goods, or materials of any kind or character shall be kept or stored in the open or exposed to the public.

- b) All storage areas shall be placed so as to conform with the building lines set forth herein and as shown on the recorded plat.

2.13 Nuisances. No obnoxious or offensive activity shall be allowed upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to adjoining Lots and/or the neighborhood.

2.14 Easements.

- a) All streets and easements shown on the recorded plat of the Property have been reserved for the purposes indicated. With respect to these easement areas, as well as any other areas described within recorded easement documents, Declarant and any and all bona fide public utility service companies (including, but limited to telephone, cable television, gas, water, sewer and electric companies) shall have the right of access, ingress, egress and regress for the installation and maintenance of utility facilities.
- b) Neither the Declarant nor any Approved Builders, utility company, water district, political subdivision or other authorized entity shall be liable for any damage done by them or their assigns, agents, employees, or servants to improvements, fences, shrubbery, trees or other landscaping, or to other property of any Owner situated within any easement.

2.15 Property Maintenance While Vacant or During Construction – Excess Soil, Debris, Mowing.

- a) During any construction allowed herein, the owner of the Lot shall be responsible for the following:
  - 1) Proper and prompt removal of all debris and excess soil excavated from the building site.
  - 2) Maintenance of adequate toilet facilities for the construction workers.
  - 3) Provision and emptying of trash receptacles to prevent trash and debris from blowing and accumulating on the neighboring Lots and properties.
  - 4) Cost for repairs to any street, street lighting, bar ditch, culvert, curb or damages to neighboring Lots or properties during construction of their home.
- b) No Lot Owner shall alter Lot grades and drainage.
- c) Lot Owners must keep grass, weeds and vegetation on the Lot mowed at regular intervals so as to maintain the property in a neat and attractive manner.

2.16 Signs.

- a) No sign or signs of any character shall be allowed to be displayed to the public view on any Lot except that:
- 1) Any builder (home/swimming pool/landscaper/etc) during the applicable initial construction and sales period may utilize one professional sign, of not more than nine (9) square feet in size per Lot for advertising and sales purposes.
  - 2) One (1) "For Sale" or "For Rent" sign of not more than nine (9) square feet in size may be utilized by the owner of their respective Lot for the applicable sale or rent situation.
  - 3) Development related signs owned or erected by the Declarant shall be permitted during development of the Property or construction of the Property.
  - 4) Signs displaying the name of a security company shall be permitted; provided that such signs are ground mounted, limited to one in the front yard and small in size.
  - 5) Directional and information signs for "spec" and "model" homes during the construction period shall be permitted on a Lot as long as they are of reasonable size and necessary for their intended purpose.

2.17 Division of Lots. No Lot on the Property shall be subdivided into additional Lots.

2.18 Dam or Retaining Wall Construction.

- a) No dam, retaining wall or other obstruction shall be erected in, or across a creek, water or drainage way by the owner of any Lot which will adversely alter or affect existing drainage patterns unless approved by Declarant.
- b) Neither the Declarant, the Town of Copper Canyon or any other governmental agency shall ever be liable to any Lot Owner in the subdivision because of any overflow or flooding of any creek, water or drainage way, even though the flow of said creek, water or drainage way shall be increased because of development of adjacent or nearby properties by the Declarant or others, or because of any act or omission of the Town or other governmental agency in the handling of storm drainage water.

2.19 Septic Systems; Water. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, accepted and constructed in accordance with the requirements and ordinances of the Town of Copper Canyon and the Texas Commission on Environmental Quality. All drinking water is to be provided by Bartonville Water Supply Corporation pursuant to the rate structure and tariff in place at the time of construction.

2.20 Swimming Pools and Equipment.

- a) No above-ground swimming pools shall be permitted to be constructed on any Lot.
- b) Pool pumps, filter systems and other related equipment will be placed behind the front building line and concealed from view from the public streets and neighboring Lots.
- c) Fences must surround all swimming pools or around yards that contain swimming pools and shall meet all laws of the State of Texas and the Town of Copper Canyon.

2.21 Air Conditioning Units.

- a) No residential home/unit shall be constructed without an integral central heat and air conditioning system.
- b) Compressors and fans for the systems which are located outside the home will be placed behind the front building line and concealed from view from neighboring Lots or public streets by fencing or landscaping materials such as hedges or shrubs.
- c) Air Conditioning units extending from windows or protruding from roofs are not permitted.

2.22 Clothes Drying Areas. Any clothes drying or hanging areas must be screened so as not to be visible from neighboring Lots or public streets.

2.23 Sight Distances at Intersections. No fence, wall, hedge, shrub planting or other structure shall be placed on corner Lots which obstructs sight lines, including without limitation at elevations between two and one-half (2 ½) feet and eight (8) feet above the top of the street edge within the triangular area formed by the junction of street edge lines and a line connecting such street edge lines at points thirty-five (35) feet from the junction of such street edge.

2.24 Exterior Lighting. No exterior lighting fixture(s) may be installed on any Lot that may become an annoyance or a nuisance to Owners of the neighboring Lots.

2.25 Sprinkler System.

- a) An underground water sprinkler system shall be fully installed and operational on each Lot for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition.
- b) Sprinkler systems shall cover, at a minimum, the front portion of the Lot determined as that portion of the Lot extending from the front of the house to the street.



- c) The sprinkler system shall be completed upon the earlier of the date of occupancy of the residence or ninety (90) days after the date upon which the residence is ninety (90) percent complete.

2.26 Landscaping.

- a) Each Lot shall have landscaping, including but not limited to shrubs, flowers/flower beds, trees, ground cover and grass of a sufficient quality, quantity and design to be compatible with the landscaping on adjoining Lots and the high end neighborhood setting intended for the Property in the subdivision.
- b) Landscaping shall be completed upon the earlier of the date of occupancy of the residence or ninety (90) days after the date upon which the residence is ninety (90) percent complete.

2.27 Maintenance; Compliance with Town Requirements.

- a) Each Owner of any Lot shall maintain the Lot as follows:
  - 1) Keep the Lot regularly mowed, landscaping materials (shrubs, hedges, trees, flower beds) regularly trimmed and maintained so as to maintain the property in a neat and attractive manner.
  - 2) Owner shall maintain the Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the Town of Copper Canyon, Texas.

2.28 Ditches; Maintenance of Right of Way.

- a) Ditches, easements and Town of Copper Canyon Rights of Way in front of each Lot and/or the side of the Lot, as in the case of corner Lots shall be maintained by the Lot Owner, including keeping such area regularly mowed, trimmed and maintained in a neat and attractive manner.
- b) Each Lot Owner is responsible for prevention of erosion as addressed in Town of Copper Canyon Ordinances. Grass shall be planted in and along ditch areas to prevent erosion.
- c) Ditches and ditch pipes at crossings shall be maintained (cleaned and cleared of debris) to allow the natural flow of water. Maintenance of ditches to ensure that the natural flow of water is not obstructed is the responsibility of each Lot owner.
- d) Any expense incurred from damages to grass, sprinkler systems, etc. located within any drainage easement area shall be borne by the Lot Owner.
- e) Natural drainage access between the Lots shall be maintained by the Lot Owners.

2.29 Mailboxes.

- a) Mailboxes shall be constructed of brick, brick veneer, stone or stone veneer or other materials that are harmonious with the exterior of the house and designed to match the house.
- b) Address numbers shall be placed on the mailbox.
- c) NO free standing metal mailboxes are allowed.

2.30 Penalties. The owner of each Lot understands and agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief, including the possible placement of a lien upon his Lot. Any Lot Owner that fails to abide by any of the Covenants, Conditions or Restrictions set forth herein will be assessed a minimum fine of \$500.00 per violation and shall pay any and all costs of collection, including reasonable attorneys' fees, along with any damages or other costs resulting from such failure. A maximum of two warnings will be issued before the fine is assessed by the Declarant. Failure to enforce any term hereof shall not constitute a waiver.

2.31 Amendment and Modification. This Declaration may be amended in any respect and in whole or in part by recording an instrument containing such amendments in the Real Property Records of Denton County, Texas by Declarant acting alone until such time as not less than eighty percent of the Lots have been sold to owners residing therein and thereafter upon a majority vote of the then owners of the Lots.

2.32 Lot Assessment of Fees. Any costs associated with maintaining the subdivision, electric costs, or improvements shall be equally divided among Lot owners. All owners shall share in the responsibility for maintenance of the monument sign at the entrance to the subdivision.

2.33 Term. These Covenants, Conditions and Restrictions shall be binding on all persons owning any interest in the Property for a period of fifteen years, after which they shall automatically be renewed and extended unless terminated by the then owners of a majority of the Lots.

2.34. Annexation. Additional land adjoining all or any portion of the Property may be added to this Declaration of Covenants, Conditions and Restrictions upon the filing by Declarant of a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the terms and conditions hereof to such additional land.

2.35. Reconstruction in Event of Casualty. Unless otherwise approved by Declarant, any improvements on any Lot which are fully or partially destroyed or damaged by fire, storm or any other peril shall be fully rebuilt and repaired or the debris therefrom fully removed, within a reasonable time not to exceed one hundred eighty (180) days following such destruction or damage.

2.36 Severability. The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.

2.37. Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

SEE SIGNATURE PAGE ATTACHED

SIGNATURE PAGE ONLY

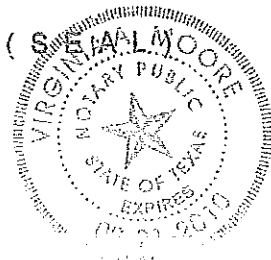
KERR-PEARSON COPPER CANYON, LTD.

By: Paradise Holdings LC  
General Partner

By: David A. Pearson  
David A. Pearson, Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on January 25, 2008 by David A. Pearson, Manager of PARADISE HOLDINGS LC, General Partner on behalf of KERR-PEARSON COPPER CANYON, LTD., a Texas limited partnership.



Virginia A. Moore  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### HIDDEN CREEK ESTATES

Being all that certain lot, tract or parcel of land situated in the John Lockhart Survey, Abstract Number 758, the W. Landers Survey, Abstract Number 1730 and the B. F. Pinckley Survey, Abstract Number 1023, and the J. M. Herod Survey, Abstract Number 588, Town of Copper Canyon, Denton County, Texas, being all of Hidden Creek Estates, an Addition to the Town of Copper Canyon, Texas, according to the plat thereof recorded in Cabinet Y, Pages 175-176 of the Plat Records of Denton County, Texas and being a replat of Lot 1, Block A, Hidden Creek Estates, an addition to the Town of Copper Canyon according to the plat thereof recorded in Cabinet W, Page 343 of the Plat Records of Denton County, Texas, and all of the right-of-way dedication shown on said plat, and all of Lot 23, Block A, The Woodlands, an addition to the Town of Copper Canyon according to the plat thereof recorded in Cabinet J, Page 365 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½" capped rebar (Arthur) found at the northeast corner of Lot 1, Block A, Hidden Creek Estates, being the southeast corner of that certain tract of land described in deed to Gary M. Beavers and Janice Beavers recorded in Document Number 03-44918 of the Real Property Records of Denton County, Texas, and

THENCE S 37°17'00" E (Record), 2260.70 feet, along the northeast corner of said Lot 1 and the southwest right-of-way of said railroad, to a ½" capped rebar (Arthur) found in a curve to the left;

THENCE Southeasterly, continuing along said line, and with the arc of said curve having a radius of 8669.40 feet, a central angle of 02°53'14", whose chord bears S 39°41'36" E, 436.80 feet, passing at an arc length of 87.40 feet, a 1" bolt found at the most easterly northeast corner of said Lot 1, Block A, Hidden Creek Estates, being the north corner of said Lot 23, Block A, The Woodlands and continuing a total arc length of 436.80 feet, to a ½" rebar found at the easterly corner of same, being the north corner of Lot 22, Block A, The Woodlands;

THENCE S 47°48'55" W, 225.92 feet, along the northwest line of said Lot 22 and the southeast line of Lot 23, to a ½" capped rebar (G & A) found at the south corner thereof, being on the northeast right-of-way line of Meadow Drive;

THENCE N 42°15'04" W, 85.59 feet, along the northeast right-of-way line of Meadow Drive and the southwest line of said Lot 23, to a ½" capped rebar (Arthur) found at the west corner thereof, being on the east line of said Lot 1, Block A, Hidden Creek Estates;

THENCE S 00°04'09" W, 26.73 feet, along the southerly east line of said Lot 1, Block A, Hidden Creek Estates, to a ½" capped rebar (Arthur) found at the southeast corner thereof, being the northeast corner of that certain Right-of-Way Deed to the Town of Copper Canyon recorded in Document Number 07-98419 of the Real Property Records of Denton County, Texas;

THENCE N 89°41'10" W, along the most southerly south line of said Lot 1, Block A, Hidden Creek Estates and the north line of said Right-of-Way tract, passing at 50.66 feet, a ½" capped rebar (G & A) found at the northwest corner thereof, being on the north line of that certain tract of land described in deed to Esunas Enterprises, LTD recorded in Document Number 96-71777 of the Real Property Records of Denton County, Texas, and continuing along the north line of same a total distance of 1647.56 feet, to a ½" capped rebar (G & A) found at the southerly southwest corner of Lot 1, Block A, Hidden Creek Estates, being the northwest corner of said Esunas tract, the northeast corner of that certain tract of land described in deed to Joe A. Chiles recorded in Volume 913, Page 34 of the Deed Records of Denton County, Texas, and the southeast corner of that certain tract of land described in deed to Ira S. Witkin

and Kelli S. Witkin recorded in Document Number 94-85411 of the Real Property Records of Denton County, Texas;

THENCE N 00°34'39" E, 614.71 feet, along the southerly west line of Lot 1, Block A, Hidden Creek Estates and the east line of said Witkin tract, to a ½" rebar found at the northeast corner thereof, being an inner ell corner of said Lot 1;

THENCE S 88°50'59" W, along the westerly south line of Lot 1, Block A, Hidden Creek Estates and the north line of said Witkin tract, passing the northwest corner thereof and the northeast corner of that certain tract of land described in deed to Eric L. Kain recorded in Clerk's File Number 00-R0039686 of the Real Property Records of Denton County, Texas, a total distance of 504.42 feet, to a ½" rebar found at the west southwest corner of said Lot 1 and the southeast corner of Lot 4, Winter Oaks, an addition to the Town of Copper Canyon according to the plat thereof recorded in Cabinet N, Page 139 of the Plat Records of Denton County, Texas;

THENCE N 01°17'58" W, 448.61 feet, along the most westerly west line of Lot 1, Block A, Hidden Creek Estates and the east line of Lot 4, Winter Oaks, to a 2" pipe fence corner found at the most westerly northwest corner of said Lot 1, being the southwest corner of that certain tract of land described in deed to Stan Van Strohe recorded in Document Number 05-51655 of the Real Property Records of Denton County, Texas;

THENCE S 89°58'41" E, 512.87 feet, along the most westerly north line of Lot 1, Block A, Hidden Creek Estates and the south line of said Strohe tract, to a ½" pipe found at the southeast corner thereof, being an inner ell corner of said Lot 1 and being in the center of a 60' Ingress/Egress Roadway Easement recorded in Volume 1115, Page 407 of the Deed Records of Denton County, Texas;

THENCE N 01°30'31" W, along the centerline of said 60' Ingress/Egress Roadway Easement, along the northerly west line of Lot 1, Block A, Hidden Creek Estates and the east line of said Strohe tract, passing the northeast corner thereof, a total distance of 899.56 feet, to a ½" rebar found at an angle point;

THENCE N 16°01'14" E, 103.60 feet, continuing along said line, to a ½" rebar found at the southeast corner of that certain tract of land described in deed to Daniel and Susan Christy recorded in Document Number 00-42814 of the Real Property Records of Denton County, Texas;

THENCE N 20°55'07" E, continuing along the northwest line of Lot 1, Block A, Hidden Creek Estates and the east line of said Christy tract, passing the northeast corner thereof and the southeast corner of said Beavers tract, and continuing a total distance of 123.04 feet, to a ½" rebar found at an angle point;

THENCE N 67°07'51" E, 184.46 feet, continuing along said line to the POINT OF BEGINNING and containing approximately 60.440 acres of land.

SAVE AND EXCEPT THE FOLLOWING:

All of Lot 23, Block A, an addition to the Town of Copper Canyon according to the plat thereof recorded in Cabinet J, Page 365 of the Plat Records of Denton County, Texas.

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
HIDDEN CREEK ESTATES  
AN ADDITION IN COPPER CANYON, TEXAS**

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

WHEREAS, on January 25, 2008, KERR-PEARSON COPPER CANYON, LTD. ("Declarant") executed a *Declaration of Covenants, Conditions, and Restrictions* for Hidden Creek Estates, an Addition to the Town of Copper Canyon, Texas, according to the plat thereof recorded in Cabinet Y, Pages 175-176 of the Plat Records of Denton County, Texas, recorded under County Clerk's file number 2008-14064 of the Official Public Records of Denton County, Texas; and,

WHEREAS, the undersigned are currently the owners of eighty percent (80%) of the lots in Hidden Creek Estates; and,

WHEREAS, the undersigned desire to modify said restrictions.

NOW, THEREFORE, the undersigned do hereby modify paragraph 2.03 Buildings and Setback Lines as follows: All residences built on Block C, Lots 1, 2, 3 and Block A, Lots 1, 3, 4, 5, 6 and Block B, Lots 2, 3, 5 and Lot 6 as shown on Exhibit "A" shall face the public road or street adjacent to the Lots as shown on the recorded plat of the Property or as prescribed in the deed from Declarant conveying the Lots. The front yard setback lines shall be fifty feet (50') as approved by the zoning board of adjustments on May 30, 2012.

The undersigned do also hereby modify paragraph 2.09 Animals, Livestock and Poultry as follows:

d) No swine are allowed. Female chickens in a hen house are allowed. Up to two female fowl per acre are allowed. No male (roosters) are allowed. All hen house plans, designs and locations must be approved by the Declarant.

The Owners of Lot 23, Block A, Hidden Creek Estates are exempt from the *Declaration of Covenants, Conditions, and Restrictions* for Hidden Creek Estates, from this Amendment, and all subsequent amendments.


Except as modified herein, the original restrictions shall remain unchanged.

EXECUTED this 17 day of April, 2013.

KERR-PEARSON COPPER CANYON,  
LTD., a Texas limited partnership

BY: PARADISE HOLDINGS, LLC, its  
Sole General Partner

BY:   
David A. Pearson, Manager

  
Kirk Brown

  
Julie Brown

THE STATE OF ~~TEXAS~~ <sup>Hawaii</sup>  
City of  <sup>Honolulu</sup> §  
COUNTY OF  <sup>Honolulu</sup> §

This Instrument was acknowledged before me this 17th day of April, 2013, by David A. Pearson, Manager of PARADISE HOLDINGS, LLC, Sole General Partner of KERR-PEARSON COPPER CANYON, LTD., a Texas limited partnership, on behalf of said limited partnership.

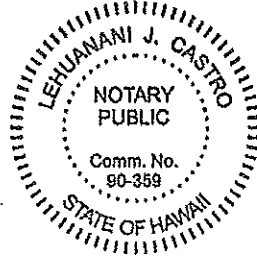
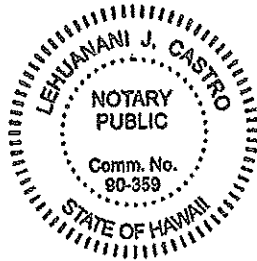
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF <sup>Hawaii</sup>  
~~City of~~ <sup>Honolulu</sup> §  
COUNTY OF  <sup>Honolulu</sup> §

This Instrument was acknowledged before me this 17th day of April, 2013, by Kirk Brown and Julie Brown

Lehuanani J. Castro  
Notary Public, State of Hawaii

Lehuanani J. Castro  
Commission expires: June 25, 2014



Doc. Description: Amendment to Declaration of Covenants, Conditions, & Restrictions  
Hohen Creek Estates

Doc. Date: 4/17/2013 No. Pages: 2

Lehuanani J. Castro 1st

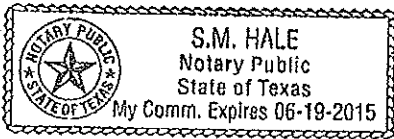
Notary Printed Name: Lehuanani J. Castro Jud. Circuit



State of Texas

County of Denton

This instrument was acknowledged before me this 19<sup>th</sup> day of April 2013 by David A. Pearson  
Manager of Paradise Holdings LLC Sole General Partner of Kerr-Pearson Copper Canyon, Ltd., a Texas  
limited partnership on behalf of said limited partnership



*S.M. Hale*  
\_\_\_\_\_  
Notary Public, State of Texas

