

**Declaration of Restrictive Covenants for Sunset Landing Subdivision
By Marion F. Johnson and Cherie W. Johnson ("Declarant")**

1. Declarant intends to develop all or part of this property as a Residential Airpark Development known as "Sunset Landing." Declarant discloses to each and every purchaser of property within Sunset Landing, that Sunset Landing may at Declarant's sole discretion be a fly-in community, designed and developed for use and enjoyment by aircraft owners and pilots, and that a private airpark, including runway and taxiways, may be included within the development. By purchasing or otherwise accepting legal or equitable title to property within Sunset Landing, which is subject to the Restrictions set forth below, any owner of property within Sunset Landing forever waives any objection, complaint, or cause of action related to the existence of the airpark, the airpark facilities and aviation activities within Sunset Landing.

2. No noxious or offensive activity shall be carried on upon any lot(s) or tract, nor shall anything be done thereon that maybe or may become an annoyance or nuisance to the property owners in said subdivision.

3. Disposition of human excreta and other sewage shall be by sewer facilities as licensed by the Brazos River Authority and built in accordance with the latest standards and criteria established by the Texas Department of Health and shall be the sole responsibility of the lot(s) owner(s). All sewer facilities installed by purchasers must be in accordance with local authorities, including, but not limited to Limestone County, Texas.

4. The Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Declarant.

5. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any lot(s) in the subdivision, nor shall any exterior addition to, or change or alteration therein be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony or external design and location in relation to surrounding structure and topography.

6. The exterior surface of all residential dwellings shall be constructed of brick, brick veneer, stone or stone veneer, masonry or wood siding or any combination thereof approved by the Committee. Porches, outdoor rooms & natural materials common to Texas are encouraged. All exterior surfaces, especially any painted or stained and wood surfaces (including without limitation garage or hangar doors) must be maintained in good condition. Installation of all types of exterior items and surfaces such as address numbers or external ornamental and security lights, exterior paint or stain shall be subject to the prior written approval of the Committee. All tinfoil and newspaper window coverings, window air conditioning units and clothes lines are expressly prohibited. No antenna, flagpole or like structure shall be permitted at a height greater than any tree or structure on the property.

7. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein and such Committee shall fail either to approve or reject such plans and specifications for a period of 60 days following such submission, approval by the Committee shall not be required, and full compliance with restriction four (4) shall be

deemed to have been had. All submissions must be in writing and require proof of receipt by the Committee for consideration. All decisions must be in writing.

8. In the event an Owner of any Lot(s) shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot(s) and to repair, maintain, and restore the Lot(s) and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

9. All construction shall be of permanent residential nature and shall consist of no fewer than 1500 square feet of living area for the primary residence. The primary residence must be completed before any other structure. A guest home may be constructed with no fewer than 1000 square feet of total enclosed area and be subject to placement recommendation of the Architectural Control Committee. All residences shall be used for single-family purposes only; shall be finished in good quality siding (no tar paper, rollback siding or similar materials) and asphalt shingles or equivalent for roofing; and must be completed within eighteen (18) months from commencement of construction.

10. No trailer, camper, mobile home, manufactured home, basement, temporary structures, tent, shack, garage, or other outbuilding shall be used on any Lot(s) at any time as a residence, living quarters either temporarily or permanently.

11. No lot(s) shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers away from public view and disposed of on a regular basis. All residents will use the commercial garbage container(s) made available by Declarant and will not have any large garbage containers located on their property. The cost of the containers will be divided evenly among the residents within Sunset Landing who need the service.

12. No lot(s) or tract shall be used for the storage of cars, trucks, trailers, RV, ATV, boats, machinery, or materials of any kind.

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot(s) except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

14. No hunting shall be permitted on the property, nor shall the discharge of firearms thereon be permitted.

15. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of said Addition. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

16. All lot(s) sold in this subdivision except Lot 1-3 Block D are subject to an annual levy of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per lot(s) for maintenance of roads within said subdivision to be paid to Marion F. Johnson by January 15th of each year. Any

such funds collected must be expended on maintenance as above stated and an annual report made available upon request to each Property Owner in this development.

The above mentioned levy may be raised or lowered by a majority vote of the Property Owners by no more than FIFTY AND NO/100 DOLLARS \$50.00 per year at an election called for by the Property Owners with authority; however, no person, group or firm will have the authority to authorize the lowering of the levy to less than ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per lot per year.

Property Owners who own up to two adjacent lots used as one single family residence shall be treated as one lot and subject to only one of the above-mentioned levies. The Declarant shall be exempt from the above-mentioned levies.

17. As construction begins, the Lot(s) Owner must provide sanitation facilities (port-a-potty) for use by construction workers and provide a container for construction debris and trash.

18. No lot(s) described herein shall be re-subdivided or split into separate tracts.

19. No lot(s) described herein shall be used as access, either ingress or egress to other lot(s) or to any other property adjacent thereto.

20. Easements for the installation and maintenance of utilities and drainage are reserved as shown on the Plat recorded and filed in Limestone County, Texas. No utility company, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the owner situated in the easement.

ENFORCEMENT: The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereinafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

DURATION AND AMENDMENT: The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot(s) subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 70 percent of the Lot(s) Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent of the Lot(s) Owners. No amendment shall

be effective until recorded in the Public Records of Limestone County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.