Denton County Juli Luke County Clerk

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AMENDMENT

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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STATE OF TEXAS COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke County Clerk Denton County, TX

THIRD AMENDMENT TO DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS

OF SANGER CIRCLE HOMEOWNER'S ASSOCIATION

SANGER, DENTON COUNTY, TEXAS

KNOW ALL PERSONS BY THESE PRESENTS THAT SANGER CIRCLE PROPERTY, LP, A TEXAS LIMITED PARTNERSHIP (THE DECLARANT)

As used herein, the terms lot and lots and property shall refer only to those certain numbered plots referenced above, as shown on the Plat for the Sanger Circle Townhome Addition Phase 6A to the Sanger Circle Homeowners Association, and shall not refer to public areas, parks, esplanades, tracts owned or subsequently acquired by any public body, or any plot or tract shown as a reserve whether designated as unrestricted or not, or any other numbered plots shown on the Plat.

Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following additional easements, restrictions, covenants and conditions, in addition the Declaration of Covenants, Conditions, and restrictions for Sanger Circle Homeowners' Association ("the Declaration"), which are for the purpose of establishing a general scheme for the development of all the lots in the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I.

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

- Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than attached townhome residences (one (1) per lot, which residences may not exceed two (2) stories in height or the maximum height as allowed by the City.
- Section 1.2 <u>Single-Family Uses</u>. Each residence may be occupied by only one (I) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.
- Section 1.3 <u>Garages</u>. Each residence shall have a garage suitable for parking not less than two (2) standard size automobiles, which garage conforms in design and materials with the main structure. All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons.
- Section 1.4 Restrictions or Resubdivision. Except for replats undertaken by Declarant, none of the lots shall be subdivided into smaller lots.
- Section 1.5 <u>Driveways</u>. All driveways shall be surfaced with concrete or a similar substance approved by the Committee (as defined in Section 2.1 below).

Section 1.6 <u>Uses Specifically Prohibited.</u>

- a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are noticeable from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor, with the prior written approval of the Committee, may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of a residence on the Property. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the fot upon which the improvements are to be erected.
- b) 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 dwelling or parked

on any public street in the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless concealed from public view by a fence, wall or other structure permitted hereby and must be on a solid concrete pad (not blocks). No such vehicle or equipment shall be used as a residence or office 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.

- c) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.
- d) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed camper 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.
- e) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any lot at any time as a dwelling house; provided, however, any builder, with the prior written approval of the Committee, may maintain and occupy model houses, sales offices and construction trailers during the construction period.
- f) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Property.
- g) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the lot so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, turkeys, skunk, or any other animals that may interfere with the quietude, health or safety of the community. No more than three domestated (3) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's bt inside fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.
- No lot or other area in the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage, or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Committee, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay
- i) No individual water supply system shall be permitted in the property.
- No garage, garage house or other out-building (except for sales offices and/or construction trailers during the construction period which have been approved by the Committee in writing) shall be occupied by any owner, tenant or other persons prior to the erection of a residence.
- k) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (including those on corner lots) to the extent reasonably practicable, be visually screened from the street and adjoining lots and must be in area acceptable to the Committee.
- Except with written permission of the Committee or as provided below, no antennas, discs or other equipment for sending or receiving sound or video messages shall be permitted in the Property except antennas for AM or FM radio reception and UHF, VHF television reception. All antennas shall be located inside the attic of the main residential structure except that, with the written permission of the Committee, one (1) satellite dish or other structure may be placed in the back yard so long as it is completely screened from view of any street, alley, park or other public area. No use shall be made of any lot or structure thereon for any other type of radio or television or similar broadcasting system.
- No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family

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residential purposes. No obnoxious 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 neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such a tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

- n) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any comer lot within the triangular area formed by the street right-of-way line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
- No building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon.
- p) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and 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
- q) The general grading, slope and drainage plan of a lot may not be altered by more than six (6) inches without the prior written approval of the Committee, the City and other appropriate agencies having authority to grant such approval.
- No sign of any kind hall be displayed to the public view on any lot except one (I) professional sign of not more than six (6) square feet advertising the property for sale. Declarant shall not be bound by any sign or billboard restriction. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee any may be required by the Committee to be removed if, in the sole judgement of the Committee, same are found to be inconsistent with the high standard of the Property. To protect the safety and harmony of the neighborhood, no person shall engage in picketing on any lot, easement, right-of-way or common area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property or display any signs, slogans, symbols, words or decoration intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any builder, owner, or Declarant.
- s) The drying of clothes in public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.
- t) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Property.
- u) No carport shall be permitted on a lot.
- V) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.
- w) No retaining wall, fence or other structure of any kind made from wooden railroad ties or any individual wooden railroad ties shall be permitted on the front yard or side yards of a lot which are visible from any street.

Section 1.7 <u>Minimum Floor Area</u>. For the Sanger Circle Townhome Addition Phase 6A and any future townhome lots, the total air-conditioned living area of the main residential structure, as measure to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than one thousand five hundred (1,500) square feet, or the minimum habitable floor area as specified by the City at the

time of construction, whichever is greater.

- Section 1.8 <u>Building Materials: Exterior Surfaces and Roofs</u>. The total exterior wall area of each building constructed or placed on a lot shall be not less than eighty percent (80%) brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee. Roofing shall be constructed of slate, clay tile or architecturally composed shingle material of a minimum weight of three hundred (300) pounds per one hundred (100) square feet of roofing area unless specifically approved otherwise by the Committee in writing before installation. Roof pitch shall be approved otherwise by the Committee. Installation of all type of exterior items and surfaces such as address numbers or external paint or stain, shall be subject to the prior approval of the Committee as to design, material and location.
- Section 1.9 <u>Side Line and Front-Line Setback Restrictions</u>. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City. For the purposes of these covenants, eaves and steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- Section 1.10 Fences and Walls. Except as expressly provided below, any fence or wall must be constructed of masonry brick, wood, or other material approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. Fences or walls erected by the Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall extend greater than eight (8) feet in height. Notwithstanding the foreigner or anything seemingly to the contrary contained, as a condition precedent to the construction of any residence on each of Lot of the Addition, the owner and/or builder of such Lot shall first construct a six foot (6') high, board-on-board wood privacy fence along the rear property line thereof.
 - Section 1.11 Sidewalks. All sidewalks shall conform to City specifications and regulations.
- Section 1.12 <u>Mailboxes</u>. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless cluster-boxes are required by the U.S. Postal Service). In the event of new home construction, cluster-box unit keys will be delivered to the builder to distribute to home owners at closing.
- Section 1.13 <u>Retaining Walls.</u> Any retaining wall visible from any street shall be brick, stone, or other material approved by the Committee.
- Section 1.14 <u>Chimney Flues</u>. Chimney flues, if applicable, shall be fully enclosed with materials that are acceptable to the Committee.
- Section 1.15 <u>Windows and Skylights</u>. Window jambs and mullions shall be composed of vinyl. Front elevations shall have divided light windows. There shall be no skylights on the front of houses.

ARTICLE II.

ARCHITECTUAL CONTROL

- Section 2.1 <u>Appointment.</u> Declarant shall designate and appoint an Architectural Control Committee (herein called the Committee) composed of two (2) or more individuals, each generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for high level of taste and design standards within the Property. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this declaration.
- Section 2.2 <u>Successors.</u> In the event of death, resignation or removal by Declarant of any member of the Committee, the remaining member shall appoint a successor member. In the default of such appointment, Declarant shall have Authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for or be liable for claims, causes of action, or damages arising out of services performed pursuant to this declaration.
- Section 2.3 <u>Authority.</u> No building fence, wall or other structure shall be commenced erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of this Committee as to.

- a) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets.
- b) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Property.
- c) The other standards set forth within this Declaration and any amendments hereto or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider, review and approve all aspects of construction and landscaping which may, in the reasonable opinion of the Committee adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Property and, pursuant thereto, the Committee may require the submission of plans and specifications thereof prior to the commencement, or during the process of such construction or landscaping. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations of submitted plans.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate to the Committee. Digital plan submittal is permitted. The plans and specification shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback line, garage location or any other requirements set forth in this Declaration. The Committee is authorized to request the submission and samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked Approved, signed by a majority of the Committee and returned to the lot owner or his designated representative. If Disapproved by the Committee, one (1) set of such plans shall be returned marked Disapproved and shall be accompanied by a reasonable statement of the reasons for disapproval, of which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval/disapproval as required herein, shall be in writing. In no event shall the Committee give verbal approval or disapproval of any plans. If the Committee fails to approve/disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 <u>Standards</u>. The Committee shall have sole discretion with respect to taste, design, and all standards specified herein. One objective of the Committee is to prevent unusual, radical. or irregular structures from being built in the Property. The Committee shall also have the Authority to require a A8/1 2" or greater roof slope to specify that fireplace and chimney flues be covered by brick or masonry to prohibit the use of light-weight composition roof material to require the use of specific types of divided light windows to prohibit or restrict the use of solar or heating panels and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.6 <u>Liability of Committee</u>. The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans of the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omission from any such plans or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statues or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE III.

ASSESSMENTS MAINTENANCE FUND

Commencing May 1, 2021, the regular annual Assessment for any attached townhome lot shall be:

(i) \$1080.00 per sold Attached Townhome Unit per year paid in advance in equal quarterly

installments. The purpose of additional Assessments associated with the Attached Townhome Lots is to in part, maintain the front and rear shared exterior grounds of the Lots including any required common area easements upon which each Attached Townhome building is situated on or adjacent. This exterior maintenance shall include, but not limited to, regular mowing, annual Lots grounds landscaping, and sprinkler systems and shall be conducted by the Association. Payment shall commence with the sale of any lot from the Declarant. The Amount may be adjusted from time to time as allowed in the Declaration.

ARTICLE IV.

INSURANCE

Section 4.1 <u>Property Insurance</u>. The Association shall maintain in effect the Minimum Required Insurance on each Townhome building. Minimum Required Insurance for the purpose of this amendment shall mean fire and extended coverage on such Townhouse for not less than 90% of its full replacement cost (as may from time to time be determined by the Association), insuring and naming as beneficiaries thereof the Owner, the Association as Trustee for all the Owners and any mortgagee of the Owner. Each Owner shall be responsible for providing insurance for the interior of the Townhome from the point where the sheetrock in attached to the building studs and all that is contained within that area including finishes as well as personal property and all contents inside each Townhome.

ARTICLE V.

GENERAL PROVISIONS

- Section 5.1 <u>Easements</u>. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.
- Section 5.2 Recorded Plat. All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Property, whether specifically referred to therein or not.
- Section 5.3 <u>Landscaping Requirements and Lot Maintenance</u>. The owner of each lot shall, prior to completion and issuance of a certificate of occupancy for a townhouse, establish grass front and side yards (if applicable), (city requires all disturbed soil to be sodded and barrow ditches) plant a minimum of eight (8), three (3) gallon shrubs and 1 (3"+caliber) trees in the front yard (types specified by city codes). There after the Association shall maintain the yards in a sanitary and attractive manner as decided by the Board of Directors. No vegetables shall be grown in any yard.
- Section 5.4 <u>Maintenance of Improvements</u>. Subject to the provisions of Article V, each lot owner shall promptly report any maintenance of the exterior of all buildings, fences, walls and other improvements on his lot to the Association so such items may be kept in good condition and repair, replace worn and rotten parts, regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down-spouts, exterior walls, windows, screens, doors, walks, driveways, parking areas or other exterior portions of the improvements so as to prevent their deterioration in an unattractive manner. All attached foundations for the Townhomes are covered by an initial 10-year warranty and after the expiration of said warranty, the Association shall be responsible for the maintenance and repair of such common foundations as well as the common roofs of each Townhome as the Board of Directors instructs. Such maintenance shall be conducted by the Association as a common expense.
- Section 5.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not default or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as the same premises or any part thereof encumbered by such mortgage or deed of trust but said condition shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.
- Section 5.6 <u>Severability</u>. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgement of order of a court of competent jurisdiction, such invalidity shall in no way effect any other condition, covenant or restriction, each of which shall

remain in full force and effect.

Section 5.7 <u>Binding Effect.</u> Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Property and the same shall inure to the benefit of owners of land in the Property and Declarant, its successors and assigns. This Amendment, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser or any portion of the Property is on notice of the condition, covenants, restrictions and agreements herein contained.

Section 5.8 <u>Enforcement.</u> The owner of any lot in the Property shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Property, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenant, strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Property whether owned by the undersigned, its successors and assigns, or other. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.9 <u>Definition of Owner</u>. As used herein, the term owner, or homeowner, shall refer to the record owner, whether one or more persons or entities (including contract sellers) of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 5.10 <u>Other Authorities</u>. If the authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 5.11 <u>Addresses.</u> Any notices or correspondence to any owner of a lot shall be addressed to the street address of the lot. Any notices or corresponds to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

SANGER CIRCLE PROPERTY, LP

STATE OF TEXAS

COUNTY OF DENTON

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of April

After recording, Return to: Junction Property Management P.O. Box 810552 Dallas, TX 75381-0552

