

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR PECAN VALLEY RANCH SUBDIVISION, PHASE 1-A,
SMITH COUNTY, TEXAS**

WHEREAS, The Hines Land Group, LTD, hereinafter called the “Declarant”, is the owner of all that certain real property located in Smith County, Texas, known as “Pecan Valley Ranch Phase 1-A, described as follows:

All that certain real property located in Smith County, Texas, known as Pecan Valley Ranch, Phase 1-A, comprising all of Tracts Forty One-A (41-A), Forty One-B (41-B) and Forty One-C (41-C) of said subdivision as recorded in file number R-00049749 in Plat Records of the Official Public Records of Smith County, Texas.

AND WHEREAS, Pecan Valley Ranch, Phase One, Smith County, Texas is subject to that one certain Amended Declaration of Covenants, Conditions, and Restrictions and Phase Two is subject to those as well as that one certain supplemental Declaration of Covenants, Conditions, and Restrictions (the “Declaration”), recorded in Volume 6399, Page 176, and Volume 6696, Page 170, and Volume 7788, Page 199 of the Official Public Records of Smith County, Texas;

AND WHEREAS, section 3.02 of the Declaration reserves to Declarant the right to impose the Declaration or a substantially similar declaration upon Additional property adjacent contiguous or nearby to Pecan Valley Ranch, Phase One;

NOW THEREFORE, the Declarant is hereby supplemented to impose the Declaration in its entirety upon Pecan Valley Ranch, Phase 1-A.

Lake Area

9.21 The Lake described under this Article in the Second-Amended Declarations of Covenants, Conditions and Restrictions for Pecan Valley Ranch, Phase One, Smith County, Texas was thereby conveyed to Pecan Valley Ranch Homeowners Association and further described in Article 4.06 below.

Rights-of-Way, Streets, Nature Trails, and Other Common Areas

4.06 All of the Rights-of-Way, Streets, Nature Trails, Lake and Other Common Areas were initially owned by the Declarant. Declarant has conveyed most of the areas, including the Lake by Special Warranty Deed to the Association and; agrees, and does by these presents convey the balance of all such areas, without consideration, to the Association. All of such areas are for the use and benefit of the Owners, their guests and invitees, and a license is hereby granted over and across all such areas to the Owners of the Tracts for the use thereof. Such license to use the areas shall be subject to such rules and regulations as promulgated by the Association, from time to time, and as may be reasonable and necessary for the safety and enjoyment of all of the Owners.

Notwithstanding anything contained herein to the contrary, it is specifically agreed that the Owners shall at all times have the right to use of all streets for the purpose of providing rights of ingress and egress to and from their Tracts to a publicly dedicated roadway for themselves, their invitees and guest.

NOW THEREFORE, the Declaration is hereby supplemented to impose the Declaration in its entirety upon Pecan Valley Ranch Phase 1-A, being part of Pecan Valley Ranch, and Part of the Vinson Moore League A-15, Smith County, Texas. The following deviations, which apply only to Pecan Valley Ranch Phase 1-A, Smith County, Texas.

Setbacks

9.06 In Phase 1-A, no building shall be located on any of the Tracts nearer to the front lot line than Thirty (30) feet, or nearer than Thirty (30) feet to any side street line; except, however, minor variations of the minimum set-back line shall be permitted to allow for preservation and utilization of existing trees or views. No building shall be located nearer than ten (10) feet to an interior Tract line. No dwelling shall be located on any of the interior Tracts nearer than twenty (20) feet to the rear Tract line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Tract to encroach upon any other Tract, provided, however that this provision shall not apply to interior Tract boundary lines between contiguous Tracts having a common owner.

A variance may be permitted if a land tract makes the above setbacks unworkable, but only after the Architectural Control Committee approves such variances. (Such as but not limited to a front entry garage)

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of this the 2nd day of October, 2007

THE HINES LAND GROUP, LTD
A Texas Limited Partnership

By: HINES DEVELOPMENT LTD.,
A Texas Limit Partnership, General Partner

By: HINES DEVELOPMENT MANAGEMENT, LLC
General Partner

By: _____
A. W. HINES, PRESIDENT

DECLARANT

ACKNOWLEDGMENT

STATE OF TEXAS

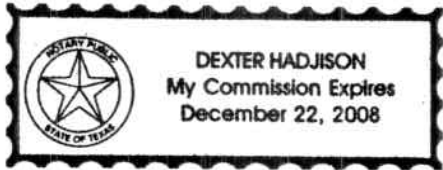
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COUNTY OF SMITH

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This instrument was acknowledged before me on this 2nd day of October, 2007, by A. W. Hines, President of Hines Development Management LLC. General Partner.





Notary Public in and For the State of Texas

After recording return to:

The Hines Land Group, LTD.,
P.O. Box 89
Bullard, Texas 75757