

**FIFTH SUPPLEMENTARY DECLARATION OF COVENANTS, RESTRICTIONS, AND  
CONDITIONS ADDING CADDO RIDGE ESTATES PHASE 1**

THE STATE OF TEXAS                    §  
  KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SMITH                     §

This Fifth Supplementary Declaration of Covenants, Restrictions and Conditions ("Supplementary Declaration") adding Caddo Ridge Estates Phase 1 ("Caddo Ridge") is made by SHACKELFORD CREEK LAND COMPANY, LLC, a Texas limited liability company (the "Declarant") this 18th day of June, 2020, as follows:

WHEREAS, on January 29, 2003, recorded in Volume 6885, Page 1, Smith County Official Public Records, Broadway South Development, "M" No. 1, Ltd. a Texas limited partnership, executed a Declaration of Covenants, Restrictions, and Conditions (the "Restrictive Covenants") which imposed covenants, restrictions, and conditions upon the property described as certain tracts or parcels of land described in a certain Plat of The Brooks at Cumberland Park, Phase 1, recorded in Cabinet D, Slide 129-A, of the Plat Records of Smith County, Texas, (the "Property"); and

WHEREAS, on December 16, 2003, recorded in Volume 7403, Page 248, Smith County Official Public Records, Broadway South Development, "M" No. 1, Ltd., a Texas limited partnership, entered into a First Amendment to Declaration of Covenants, Restrictions, and Conditions which amended the Restrictive Covenants referred to above; and

WHEREAS, on March 15, 2005, recorded in Volume 7743, Page 837, Smith County Official Public Records, Broadway South Development, "M" No. 1, Ltd., a Texas limited partnership, entered into a First Supplementary Declaration of Covenants, Restrictions and Conditions which amended the Restrictive Covenants referred to above; and

WHEREAS, on October 4, 2006, recorded in County Clerk's File No. 2006-R00049509, Smith County Official Public Records, Broadway South Development, "M" No. 1, Ltd., a Texas limited partnership, entered into a Second Amendment to the Declaration of Covenants, Restrictions, and Conditions which amended the Restrictive Covenants referred to above; and

WHEREAS, on June 27, 2008, recorded in County Clerk's File No. 2008-R00030679, Smith County Official Public Records, Conaway Land Group, LLC, a Texas limited liability company, entered into a Second Supplementary Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on March 21, 2013, recorded in County Clerk's File No. 2014-00011755, Smith County Official Public Records, The Brooks at Cumberland Park

Owners Association, Inc., a Texas non-profit corporation, entered into a First Amended Declaration of Covenants, Restrictions, and Conditions which amended the Restrictive Covenants referred to above; and

WHEREAS, on April 2, 2018, recorded in County Clerk's File No. 20180100011989, Smith County Official Public Records, Conaway Land Group, LLC, a Texas limited liability company and Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Third Supplementary Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on January 4, 2019, recorded in County Clerk's File No. 20190100000212, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Fourth Amendment to Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on January 16, 2019, recorded in County Clerk's File No. 20190100004955, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Fourth Supplementary Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on March 28, 2019, recorded in County Clerk's File No. 20190100009801, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Fifth Amendment to Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, Article II, Section 2.3 of the Restrictive Covenants authorizes the Declarant to add additional properties to the Subdivision (as defined in the Restrictive Covenants) by filing a supplementary declaration of covenants, restrictions and conditions. The purpose of this Supplementary Declaration is to add certain lots in Caddo Ridge Estates Phase 1 (the "New Lots") to the Subdivision as described below, and to impose the covenants, restrictions and conditions as contained herein and in the Restrictive Covenants on the New Lots. Capitalized terms as used herein shall have the same meanings ascribed to them in the Restrictive Covenants unless otherwise specified herein.

HOWEVER, Article XIII, Section 13.2 of the Restrictive Covenants provides that the Restrictive Covenants may be amended or changed in whole or in part unilaterally by the Declarant at the sole discretion of the Declarant until the Declarant initially sells all of the Lots; and

WHEREAS, the Declarant is desirous of amending the Restrictive Covenants to increase the minimum square footage to 2,500 square feet of heated and cooled space for each lot, only insofar as they affect the New Lots; and

WHEREAS, the Declarant is desirous of amending the Restrictive Covenants to not assign any lot types to the New Lots and all lots will be treated on an equal basis; and

WHEREAS, the Declarant is desirous of amending the Restrictive Covenants to amend the setbacks for each lot only insofar as they affect the New Lots; and

WHEREAS, the Declarant is desirous of amending the Restrictive Covenants in order to establish a separate assessment for the owners of the New Lots and an initial contribution fee since Caddo Ridge is a gated subdivision with private streets; and

WHEREAS, the Declarant is desirous of amending the Restrictive Covenants for the purpose of granting to the owners of the New Lots the right of ingress and egress on and across the private streets:

NOW THEREFORE, Declarant declares the New Lots to be a part of the Subdivision and that they shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Restrictive Covenants. However, Declarant does hereby AMEND the above-referenced Restrictive Covenants in the following respects only insofar as they affect the New Lots:

1. Article I, Section 1.1(y) is hereby supplemented to include the following New Lots:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, NCB 1730-J, Caddo Ridge Estates Phase 1, according to the plat of said addition recorded in Cabinet F, Slide 152-A and 152-B, Smith County Plat Records.

2. Article V, Section 5.1 is hereby amended to read as follows:

5.1 Minimum Floor Areas. Each dwelling shall have a floor area, exclusive of porches (open or closed), patios, garages, carports, balconies, or decks, with a minimum of 2,500 square feet of heated and cooled space.

3. Article V, Section 5.4 is hereby amended to read as follows:

5.4 Setbacks. All Permanent Improvements shall be located on each Lot in compliance with the setback lines as shown below. For purposes of this covenant, setback lines shall refer to the distance from the Dwelling foundation to the

lot lines. There shall be no lot types assigned and lots shall be treated on an equal basis.

Front - 25' to the front of the main structure and 25' to the front of the garage

Rear - 25'

Sides – 10' each side

Corner- 15'

4. Article X, is hereby supplemented to add the following provision:

10.4 Private Streets. Declarant hereby grants an easement unto the Owner (as defined in the Restrictive Covenants) of any Lot for the right of ingress and egress on and across the private streets. The easement is appurtenant to and runs with the title to any Lot, whether or not the easement is referenced or described in any conveyance of a Lot.

5. Article XI, Section 11.7 is hereby amended to add the following subsections:

11.7(c). In addition to the Assessments set forth in the Restrictive Covenants, each Lot is subject to an annual maintenance charge and assessment payable to the Association (as defined in the Restrictive Covenants) for the purpose of creating a fund to be used solely for the benefit of the Owners of the Lots in Caddo Ridge. The fund will be used for the repair, maintenance and improvement of the property within Caddo Ridge, including, but not limited to, the maintenance of the gates, private streets, and landscaping. These additional assessments shall be subject to, and in accordance with, the rules and regulations pertaining to Assessments as set forth in the Restrictive Covenants.

11.7(d). In addition to the Assessments set forth in the Restrictive Covenants and the assessments set forth in Section 11.7(c) above, upon the sale of a Lot an initial contribution fee in the amount of \$250.00 will be payable to the Association. The fee will be paid by the Buyer unless the Seller agrees otherwise. The fee will not be applicable to a sale by (a) the Declarant, or (b) the builder of a spec home on a Lot.

Except as hereinabove amended, all terms, provisions, conditions, covenants and agreements of the Restrictive Covenants shall continue unmodified and in full force and effect.

EXECUTED this 18th day of June, 2020.

SHACKELFORD CREEK LAND COMPANY,  
LLC, a Texas limited liability company

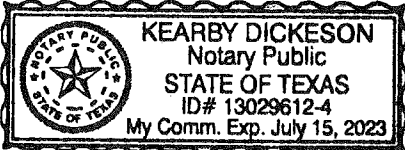
By:   
LENARD MCMILLIN, Manager

THE STATE OF TEXAS           §

COUNTY OF SMITH           §

This instrument was acknowledged before me on the 18th day of June, 2020, by LENARD MCMILLIN as Manager, on behalf of SHACKELFORD CREEK LAND COMPANY, LLC, a Texas limited liability company.

  
NOTARY PUBLIC - STATE OF TEXAS



After recording return to:

Shackelford Creek Land Company, LLC  
2329 Oak Alley, Suite 1  
Tyler, Texas 75703

# Smith County



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**DO NOT REMOVE**

**THIS PAGE IS PART OF THE INSTRUMENT**

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Filed for Record in  
Smith County, Texas  
06/19/2020 08:02:45 AM  
Fee: \$42.00

20200100020484

**RESTRICTION**

Deputy -Alma Delgado

I hereby certify that this instrument was  
filed and duly recorded in the Official  
Public Records of Smith County, Texas

A handwritten signature in cursive script that reads "Karen Phillips".

Karen Phillips  
County Clerk



# E-recording Report of Recorded Documents

Itemized Fee View

Prepared for: Wilson, Robertson & Cornelius, P.C. (TXT6UX)

Cost center: TXT6UX

Report generated: 06/19/2020 07:08 AM MDT

## Documents

### Recorded

NAME	TYPE	PG	ENTRY	RECORD DATE	SF	AMT	SALES TAX	TOTAL PROCESSED
<b>Smith County, TX</b>								
<b>Jun 19, 2020</b>								
<b>L McMillin</b>								
West2_20200618_162343	DECLARATION	6	E 20200100020484	06/19/2020 08:02 AM CDT	Submission Fee	5.00	5.00	SalesTax on Submission Fee
						5.00	0.33	10.33
					0.00	1.00	0.00	1.00
					0.00	10.00	0.00	10.00
					0.00	10.00	0.00	10.00
					0.00	16.00	0.00	16.00
						<b>5.00</b>	<b>0.33</b>	<b>47.33</b>
						<b>5.00</b>	<b>0.33</b>	<b>47.33</b>
<b>Totals for Smith County, TX</b>						<b>5.00</b>	<b>0.33</b>	<b>47.33</b>

## Recording Fee

### Totals

COUNTY	RECORD DATE	SF	AMT	SALES TAX	TOTAL
Smith County, TX	06/19/2020	5.00	42.00	0.33	47.33
<b>Totals for Smith County, TX</b>		<b>5.00</b>	<b>42.00</b>	<b>0.33</b>	<b>47.33</b>
<b>Total of All Recording Fees</b>		<b>5.00</b>	<b>42.00</b>	<b>0.33</b>	<b>47.33</b>

Document Count: 1

Package Count: 1

### Questions Contact:

Simplifile Support 800.460.5657, option 3

5072 North 300 West

Provo, UT 84604