

AFTER RECORDING RETURN TO:
Tim Hagen
Glast, Phillips & Murray, P.C.
14801 Quorum Drive, Suite 500
Dallas, Texas 75254

**FIRST SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SKYLINE RANCH, FORT WORTH, TEXAS**

THIS FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKYLINE RANCH, FORT WORTH, TEXAS (this "Supplement") is made by WILBOW-SKYLINE DEVELOPMENT CORPORATION, a Texas corporation ("Declarant"), as of the 17th day of NOVEMBER, 2011.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Skyline Ranch, Fort Worth, Texas, dated March 6, 2007, recorded in the Official Public Records of Real Property of Tarrant County, Texas, under Document No. D207082551 (the "Original Declaration"); and

WHEREAS, Declarant executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Skyline Ranch, Fort Worth, Texas, dated February 3, 2010, recorded in the Official Public Records of Real Property of Tarrant County, Texas, under Document No. D210056745 (the "First Amendment"); and

WHEREAS, the Original Declaration, as amended by the First Amendment, is herein referred to as the "Declaration"; and

WHEREAS, the Declaration remains in full force and effect; and

WHEREAS, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration by filing a supplementary declaration of record in the Official Public Records of Real Property of Tarrant County, Texas, and such supplementary declaration may contain such additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character of the added properties; and

WHEREAS, Declarant is the owner of the real property (the "Annexed Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to add the Annexed Property to the scheme of the Declaration, subject to certain modifications and additions set forth herein.

NOW, THEREFORE, Declarant declares that the Annexed Property is and shall be (i) subject to the scheme of the Declaration and (ii) held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration and the following covenants, conditions and restrictions ("Annexed Property Covenants"):

1. Defined Terms: Unless otherwise expressly stated herein to the contrary, capitalized terms used herein shall have the meanings given to them in the Declaration.

2. Assessments. Notwithstanding anything to the contrary contained in the Declaration, the Annexed Property shall be exempted from, and the owner or owners of all or any portion of the Annexed Property shall have no obligation to pay, the Assessments (including, but not limited to, the annual maintenance assessments described in Section 5.01(1) of the Declaration; the special assessments described in Section 5.01(2) of the Declaration; and the individual special assessments described in Section 5.01(3) of the Declaration), until such time as a plat ("Plat") of the Annexed Property has been recorded in the Official Public Records of Tarrant County, Texas, creating one or more residential Lots within the Annexation Property. At such time as a Plat has been recorded in the Official Public Records of Tarrant County, Texas, the Owners of the residential Lots within the portion of the Annexed Property, subject to the recorded Plat, shall be obligated to pay any and all Assessments, in accordance with the Declaration.

3. Duration. The Annexed Property Covenants shall run with and bind the Annexed Property, and shall be binding upon any purchaser, grantee, owner or lessee of any land or improvements situated within the Annexed Property and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any such purchaser, grantee, owner or lessee. The Annexed Property Covenants shall terminate upon the termination of the covenants, conditions, and restrictions set forth in the Declaration.

4. Amendments. The Annexed Property Covenants may be amended, modified, and/or changed as follows:

(a) during the time Declarant owns any portion of the Annexed Property or any Lot located within the Annexed Property, Declarant may amend, modify, or change the Annexed Property Covenants, with the consent of the Owners of at least fifty-one percent (51%) of the Annexed Property or fifty-one percent (51%) the Lots within the Annexed Property; or

(b) in all other situations, the Annexed Property Covenants may be amended, modified, or changed upon the express written consent of Owners of at least seventy percent (70%) of the Lots within the Annexed Property.

Any and all amendments to the Annexed Property Covenants shall be recorded in the Official Public Records of Tarrant County, Texas. Notwithstanding the prior provisions of this Section 4, as long as Declarant is the Owner of any portion of the Annexed Property, no amendment to this Supplement shall be effective without the prior written consent of Declarant.

5. Enforcement. Enforcement of the Annexed Property Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Annexed Property Covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the Association established by the Declaration.

6. Severability. Invalidation of any one of the Annexed Property Covenants by judgment or court order shall not affect any other covenant, condition or restriction of the Annexed Property Covenants which shall remain in full force and effect.

7. Conflict. In the event of any conflict between these Annexed Property Covenants and the terms and provisions of the Declaration, the terms and provisions of these Annexed Property Covenants shall control.

8. Ratification. The Declaration, as expressly supplemented herein, remains in full force and effect and is hereby ratified and confirmed.

{signature page follows}

EXECUTED as of the date set forth above.


DECLARANT:

WILBOW-SKYLINE
DEVELOPMENT CORPORATION,
a Texas corporation

By: 
Chas Fitzgerald, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on November 17, 2011, by CHAS FITZGERALD, President of WILBOW-SKYLINE DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

My Commission Expires:

9/11/2013

MARINELL TOMLINSON
(Printed or Typed Name of Notary)

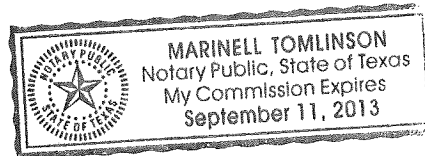


Exhibit A

Being a tract of land in the D. H. Dickson Survey, Abstract No. 442, the J. Watson Survey, Abstract No. 1667 and the N. Proctor Survey, Abstract No. 1229, Tarrant County, Texas and being a portion of that tract of land described as Tract One in a deed to Wilbow - Skyline Ranch Development Corporation and recorded in Volume 17055, Page 258, County Records, Tarrant County, Texas and being more particularly described as follows:

Beginning at a capped 5/8" iron found in the northerly line of said Tract One, in the southerly line of a Union Pacific Railroad right of way (150 foot wide) and at the northerly corner of Lot 51, Block 4, Skyline Ranch, an addition to the City of Fort Worth as shown on the plat recorded in Cabinet A, Slide 11740, Plat Records, Tarrant County, Texas;

Thence with the lines of said Skyline Ranch the following calls:

S 36 degrees 05 minutes 14 seconds W, 106.08 feet to a capped 5/8" iron set;
S 34 degrees 25 minutes 05 seconds E, 174.24 feet to a capped 5/8" iron set;
N 55 degrees 34 minutes 55 seconds E, 46.21 feet to a capped 5/8" iron found;
S 34 degrees 25 minutes 05 seconds E, 155.00 feet to a capped 5/8" iron found;
S 29 degrees 28 minutes 14 seconds E, 46.30 feet to a capped 5/8" iron found;
S 22 degrees 28 minutes 18 seconds E, 92.58 feet to a 5/8" iron found;
S 07 degrees 46 minutes 39 seconds E, 92.58 feet to a capped 5/8" iron found;
S 06 degrees 55 minutes 00 seconds W, 92.59 feet to a capped 5/8" iron found;
S 17 degrees 44 minutes 03 seconds W, 93.38 feet to a capped 5/8" iron found;
S 84 degrees 30 minutes 26 seconds W, 122.51 feet to a capped 5/8" iron found;
N 69 degrees 05 minutes 47 seconds W, 151.43 feet to a capped 5/8" iron set in an easterly line of Lot 1, Block 2, Rolling Hills Estates, Phase I, an addition to the City of Benbrook as shown on the plat recorded in Volume 388/178, Page 81, said plat records;

Thence with the lines of said Lot the following calls:

N 21 degrees 07 minutes 16 seconds E, 21.28 feet to a capped 5/8" iron set;
N 17 degrees 52 minutes 47 seconds W, 95.00 feet to a capped 5/8" iron set;
N 36 degrees 52 minutes 47 seconds W, 114.00 feet to a capped 5/8" iron set;
N 49 degrees 52 minutes 47 seconds W, 263.00 feet to a capped 5/8" iron set
N 61 degrees 52 minutes 47 seconds W, 125.00 feet to a capped 5/8" iron set;

Exhibit A (Continued)

S 85 degrees 07 minutes 13 seconds W, 101.00 feet to a capped 5/8" iron set;

S 58 degrees 07 minutes 13 seconds W, 48.04 feet to a capped 5/8" iron set;

Thence N 31 degrees 52 minutes 17 seconds W, departing the lines of said Lot 1, 159.59 feet to a capped 5/8" iron set at the beginning of a curve to the left;

Thence 50.23 feet with the arc of said curve to the left to a capped 5/8" iron set. Said curve to the left has a radius of 150.00 feet, a central angle of 19 degrees 11 minutes 17 seconds and a long chord which bears N 17 degrees 19 minutes 25 seconds W, 50.00 feet;

Thence N 72 degrees 40 minutes 35 seconds E, 88.62 feet to a capped 5/8" iron set;

Thence N 07 degrees 13 minutes 58 seconds W, 181.25 feet to a capped 5/8" iron set in the northerly line of said Tract One and in the southerly line of said Union Pacific Railroad right of way;

Thence S 81 degrees 34 minutes 29 seconds E with the northerly line of said Tract One and the southerly line of said Union Pacific Railroad right of way, 656.79 feet to the point of beginning and containing 8.899 acres or 387,629 square feet.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TIM HAGEN
14801 QUORUM DR STE 500
DALLAS, TX 75254

Submitter: TIM HAGEN

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/10/2012 2:34 PM

Instrument #: D212006872

OPR 7 PGS \$36.00

By: _____

Mary Louise Garcia

D212006872

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR