

ARTICLE ONE

DEFINITIONS

Owner

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling or on which there will be placed a mobile or manufactured home, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners Association.

Lot

1.03. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 388-214, Page 73 of the Plat Records of Tarrant County Texas, on which there is to be placed a mobile or manufactured home. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

Declarant

1.04. "Declarant" or "Developer" shall mean and refer to TAFCO, INC, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

Homeowners Association

1.05. The Homeowners Association shall be appointed by Declarant, and shall serve until title has been transferred by Declarant on ninety per cent (90%) of the available lots comprising the properties. At such time as title on the required number of lots have been transferred to new ownership, an election may be held among all owners at that time to elect new members of the Homeowners Association, and define the number of members, terms of service, duties and other aspects of the Homeowners Association.

ARTICLE TWO
ARCHITECTURAL CONTROL

2.01. No building, fence, wall, or any other structure shall be commenced, erected, placed, or maintained upon the Properties, 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 Homeowners Association as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

2.02. In the event that any plans and specifications are submitted to the Homeowners Association as provided herein, and the Homeowners Association shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Homeowners Association shall be deemed to have been had.

ARTICLE THREE
EXTERIOR MAINTENANCE

3.01. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Homeowners Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR
USE RESTRICTION

Type of Buildings Permitted

4.01. All Lots shall be used for residential purposes only, and no building, with the exception of the sales office, shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height and one covered parking area for not more than two (2) automobiles. The covered parking area may include an outdoor storage building. Only

mobile/manufactured homes will be erected, constructed, or set up on said Properties. All homes must meet FHA requirements as to construction and must be underpinned and skirted when set up on the lot. Prior to being moved into the properties, any mobile/manufactured home more than three (3) years old must meet standards of appearance and condition as set by the Homeowners Association. No lot is to be re-subdivided without prior approval by the Homeowners Association.

Single Family Only

4.02. Any residence constructed, or any mobile/manufactured home placed on any site in the subdivision will be used as a single family residence only.

It is not intended to allow parents with married children, or more than one family, to occupy the same home.

Minimum Floor Area

4.03. Any mobile/manufactured home placed on said Lots must have a ground floor area of not less than 780 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and storage areas.

Exterior Walls

4.04. Any single story residence or mobile/manufactured home placed or constructed on any Lot shall not have exterior walls of metal, except with prior written approval of the Homeowners Association. All roofs shall be constructed of fireproof materials, and any metal roof must be approved by the Homeowners Association.

Completion of Construction

4.05. Once construction shall have been initiated on any structure, including walls, fences, residences, storage buildings or other structure, construction of that particular structure, wall fence, residence, storage building, or other structure shall be completed within 120 days of the time such construction was initiated. Approved fencing materials are chain link, stockade, picket, and split rail. Any other type of fence materials must be approved by the Homeowners Association. A fence may be erected entirely within lot boundaries, except where a joint cooperative endeavor exists between adjacent property owners in which case the fence may be erected on the

property line.

Any mobile/manufactured home placed on any lot in the subdivision must have the wheels, and axels removed and be skirted within thirty days from "move on". All skirting material must be approved by the Homeowners Association.

Number of Structures Allowed

4.06. No more than one (1) mobile/ manufactured home will be permitted on any Lot. No Lot shall be maintained in such a manner as to be a nuisance to any other owners in the subdivision. Failure to keep the Lot clean or the grass below 4 inches tall shall be considered a nuisance. Residents shall maintain their Lot in a clean, neat, and orderly condition, including properly caring for shrubbery, lawns, and trimming of trees thereon.

Developer's Liability for Maintenance

4.07. All Owners understand and agree that the Developer has no future liability for street manitenance, sewer mainntenance, or maintenance of common areas and understand and agree that such maintenance will be the sole responsibility of the city of Haltom City or the Homeowners' Association.

Ownership of Common Areas

4.08. It is understood that the Homeowners' Association will own all common areas, including the recreation area. It is also understood that all maintenance upkeep and operation of these areas will be the responsibility of the Homeowners' Association, of which each Owner shall be a member (subject to section 1.05 hereof) and each owner agrees to pay dues and/or assessments as voted by the Homeowner's Association Board of Directors. Each Owner agrees and understands that failure to pay dues and/or assessments when due can result in a lien being placed against the Owner's property and legal action as necessary to collect such dues/assessments.

The dues, charges or assesments, as hereinabove provided for, shall constitute and be secured by the seperate, valid and subsisting lien, hereinafter created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Homeowners Association and all owners. The lien created shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by the City, County, and State Governments, or any

political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any term Contract of sale dated, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charge or assessments become due and payable, and (c) all liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings shall cut off and extinguish the liens securing maintenance charges, dues or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Owner personally obligated to pay maintenance charges, dues or assessments which become due prior to such foreclosure, be extinguished by any foreclosure.

Risk of Use

4.09. The equipment apparatus and facilities furnished on the grounds of the properties are solely for the convenience of residents and guests and all persons using same do so at their own risk. The developer will not be responsible for accidents, injuries, or loss of property by fire, theft, wind, floods, or any act of nature.

Sanitation System

4.10. No sewerage disposal system, sanitary system, cesspool, or septic tank shall be used except the system provided by the City of Haltom City. Trash and garbage will be stored in trash bags or in sealed containers such as garbage cans with lids and set on the street for pickup according to city policy. No trash or garbage will be stored on any Lot at any time except in containers as above described.

Prohibiting of Solicitors, Etc.

4.11. Solicitors, vendors, peddlers, etcetera, are not permitted and such will be considered trespassing.

Prohibiting of Firearms

4.12. No discharge of firearms, air guns, sling shots, or any projectile-throwing device shall be allowed at any time.

Easements

4.13. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

4.14. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No loud talking, radio, television, or other noise capable of disturbing a neighbor in any manner will be permitted between the hours of 10:00 P.M. and 8:00 A.M. No unusual or disturbing noises or activities will be allowed at any time.

Signs

4.15. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Oil Development Prohibited

4.16. No oil well drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derreck or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash, and Garbage

4.17. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary conditon.

Animals

4.18. 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, with a limitation that no more than two (2) adult dogs or cats or household pets may be kept, except for new born litters for a period of ninety (90) days from birth, and provided that they are not kept, bred, or maintained for any commercial purpose. Household pets such as dogs and cats must be kept on a leash or in a fenced area at all times. Resident will be responsible for any damage caused by pets, including visitors' pets.

Cars, Trucks, Buses, and Trailers

4.19. No cars, trucks, buses, or trailers shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. There shall be no over night parking on the street, and no vehicle may be parked on the yard or anywhere on the Lot except the driveway. Vehicles left overnight on streets will be towed away at the owner's expense. No wrecking yard or salvage operation of any kind will be permittd on any Lot. No wrecked automobiles or inoperable automobiles or unlicensed automobiles shall be permitted to remain on any Lot longer than 30 days, and the term automobile shall include trucks and motorcycles. Any motorcycles operated within the development must be currently "street legal" according to the laws of the State of Texas. Motorcycles may be driven to and from the residence of the owner only, and will not be driven around in the development. Machines which have excessively loud mufflers will not be allowed to operate in the development. Any motor vehicles operated in the development must be insured to the degree required by the State of Texas for operation on public streets.

Speed Limit for Vehicles

4.20. The speed limit for all vehicles will not exceed the posted speed limit as per Haltom City, and must be observed at all times. We ask that you tell your friends, delivery men, and visitors our speed limit. It will eliminate the embarrassment of their being stopped. Violators will be prosecuted.

ARTICLE FIVE

GENERAL PROVISIONS

Enforcement

5.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions and 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

5.02. Invalidation of any one of these covenants or restriction 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

5.03. The covenants, conditions, and restriction 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 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 or terminated only by an instrument signed by the then owners of not less than seventy-five (75) percent of the Lots and properly recorded in the appropriate records of Tarrant County, Texas.

Waiver by Homeowners Association

5.04. The Homeowners Association shall have the power and authority to waive the enforcement or the application of any of the above restrictions.

The foregoing Restated Declaration of Covenants, Conditions, and Restrictions are hereby executed by the Undersigned as of this 24th day of May, 1988.

TAFCO, INC.

ATTEST:

John Oliver
John Oliver, Secretary

Troy M. Fuller
Troy M. Fuller, President

A. H. Clark
A. H. Clark

Norman Richard Kirkham
Norman Richard Kirkham

Dorothy Clark
Dorothy Clark

Larry Miller
Larry Miller

Carolyn Ballew
Carolyn Ballew

Brenda L. Miller
Brenda L. Miller

Glenn R. Milam
Glenn R. Milam

Vada M. Schulz
Vada M. Schulz

Robin R. Milam
Robin R. Milam

Howard L. Tremaine
Howard L. Tremaine

Sandra Tremaine
Sandra Tremaine

CONSENT OF MORTGAGEES:

AMERICAN BANK OF THE MID-CITIES, N.A.

By: William B. Jackson
William B. Jackson, President

LIBERTY NATIONAL BANK

By: Douglas L. Terry
Douglas L. Terry, President

STATE OF TEXAS)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 8th day of June, 1988, by Troy M. Fuller, President of TAFCO, Inc., a Texas corporation, on behalf of said corporation.

Linda S. Stephenson
Notary Public, State of Texas

My Commission Expires:

Notary's Printed Name:

8-30-88

Linda S. Stephenson

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of May, 1988, by Howard L. Tremaine and wife, Sandra Tremaine.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of May, 1988, by A. H. Clark and wife, Dorothy Clark.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of May, 1988, by Carolyn Barlow.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of May, 1988, by Glenn R. Milam and wife, Robin R. Milam.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of
May, 1988, by Norman Richard Kirkham.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of
May, 1988, by Larry Miller and wife, Brenda L. Miller.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of
May, 1988, by Larry Miller and wife, Brenda L. Miller.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 29th day of
May, 1988, by Vada M. Schulz.

Sue Jennings
Notary Public, State of Texas

My Commission Expires:
4-11-90

Notary's Printed Name:
Sue Jennings

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 5th day of August, 1988, by William B. Jackson, President of American Bank of the Mid-Cities, N.A., a national banking association, on behalf of said association.

Linda L. Stephenson
Notary Public, State of Texas

My Commission Expires:

8-30-88

Notary's Printed Name:

Linda L. Stephenson

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 7th day of June, 1988, by Douglas L. Terry, President of Liberty National Bank, a national banking association, on behalf of said association.

Daphne Hoover
Notary Public, State of Texas

My Commission Expires:

November 7, 1989

Notary's Printed Name:

DAPHNE HOOVER, Notary Public

Notary Public for the State of Texas

My Commission Expires Nov. 7, 1989

Unofficial Copy

TAXP. FILED
68 JUN 20 PM 4:07
COUNTY CLERK
TARRANT COUNTY, TEXAS

FIRST AMERICAN TITLE COMPANY
1330 SUMMIT STREET
FORT WORTH, TEXAS 76102

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

JUN 20 1968



James H. ...
COUNTY CLERK
TARRANT COUNTY, TEXAS

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.

Unofficial Copy