

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF HOLLAND MEADOWS

STATE OF TEXAS }
COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made this the 30th day of June, 2001 by B2N, L.P., hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property in Tarrant County, Texas, described in Article II of this Declaration and desires to create thereof a planned community with common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community for the maintenance of said common facilities, and to this end desires to subject the real property described in Article II, to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Texas as a non-profit corporation, Holland Meadows Homeowners' Association, Inc., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Developer declares that the real property described in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to herein as "restrictions, covenants and conditions") hereinafter set forth.

ARTICLE I
Definitions

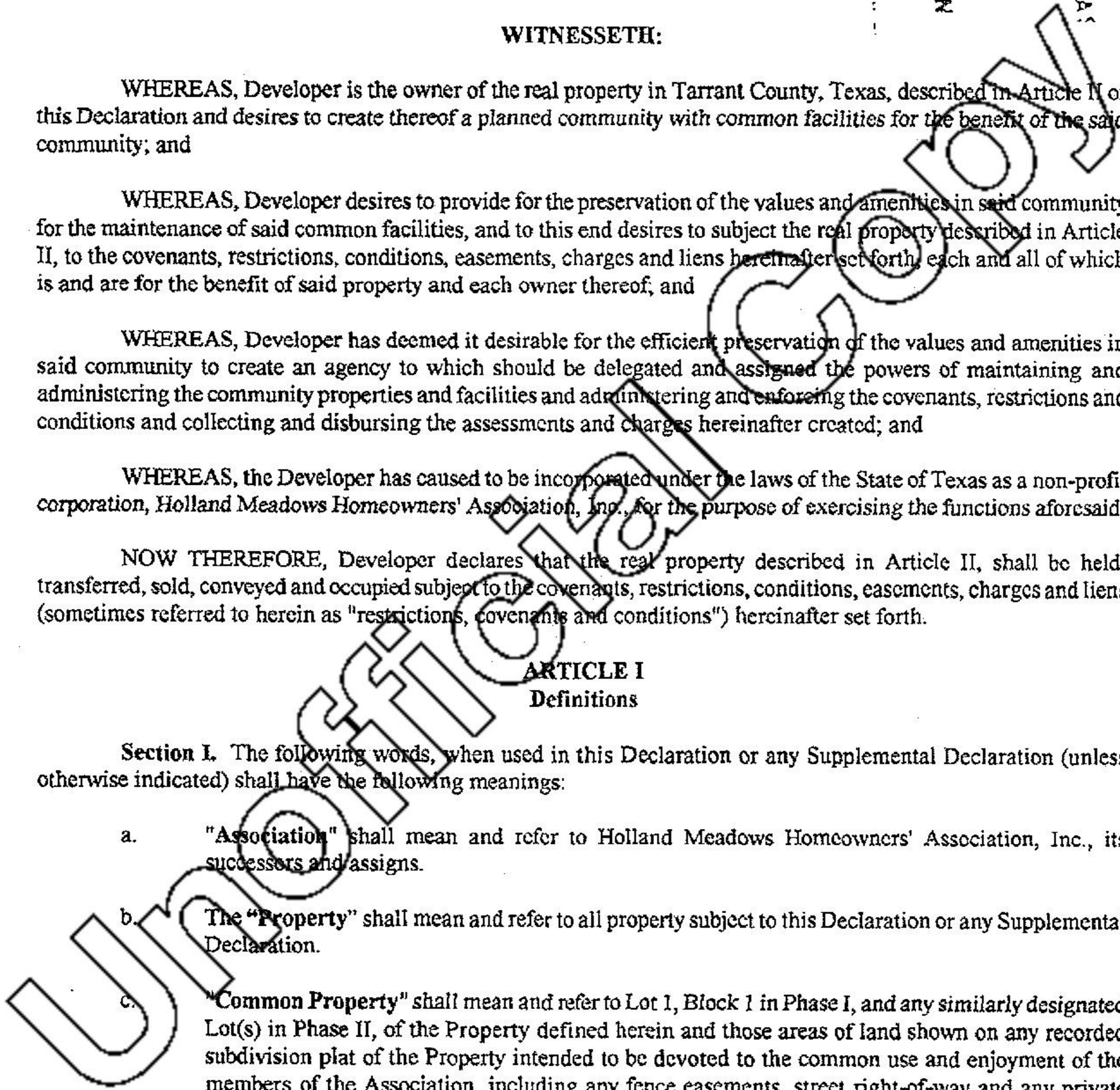
Section I. The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- a. "Association" shall mean and refer to Holland Meadows Homeowners' Association, Inc., its successors and assigns.
b. The "Property" shall mean and refer to all property subject to this Declaration or any Supplemental Declaration.
c. "Common Property" shall mean and refer to Lot 1, Block 1 in Phase I, and any similarly designated Lot(s) in Phase II, of the Property defined herein and those areas of land shown on any recorded subdivision plat of the Property intended to be devoted to the common use and enjoyment of the members of the Association, including any fence easements, street right-of-way and any private access and/or utility easements, and related improvements such as screening walls, irrigation systems or entry features.

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SUZANNE HENDERSON
COUNTY CLERK

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- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, with the exception of Common Property as herein defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for lawful use and occupancy as a residence by a single family.
- f. "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 Living Unit which is a part of the Property, including purchasers under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- g. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- h. "Developer" shall mean and refer to B2N, L.P., its successors and assigns.

**ARTICLE II**  
**Property Subject to This Declaration**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Mansfield, Tarrant County, Texas, and is more particularly described as follows:

Phase I and Phase II of the Holland Meadows Addition to the City of Mansfield, Tarrant County Texas; Phase I being that tract according to plat recorded in Cabinet A, Slide 6288-6289 Deed Records of Tarrant County Texas, and Phase II being that tract described on Exhibit "A" attached hereto, which shall be included herein by a Supplemental Declaration executed by Developer after recording of a plat for Phase II; all of which property shall hereafter be referred to as the "Property".

**ARTICLE III**  
**Membership and Voting Rights in the Association**

**Section 1. Effective Date.** Until such time as Developer has sold and conveyed all Lots in the Property, Developer shall be the sole member of the Association and shall carry out all duties and exercise all rights of the Association in respect to the Property. Within thirty (30) days after Developer has sold and conveyed the last Lot in the Property, Developer shall give written notice to all owners of record of the Lots in the Property of the time, date and place of the organizational meeting of the Association, which shall be at least ten (10) days and not more than thirty (30) days from the date of such notice. At such meeting the Owners of the Lots in the Property shall become members of the Association and shall thereupon organize the Association and shall thereafter conduct the affairs of the Association in accordance with this Declaration and the By-Laws, Rules and Regulations of the Association.

**Section 2. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

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**Section 4. Special Assessments for Capital Improvements.** In addition to the semi-annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 66 2/3 percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

**Section 5. Change in Basis and Maximum of Semi-Annual Assessments.** From and after January 1 of the year immediately following the commencement of semi-annual assessments, the maximum semi-annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise if any, of the consumer Price Index (published by the Department of Labor Washington, D. C.) for the preceding month of July.

From and after January 1 of the year immediately following the commencement of assessments, the maximum semi-annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members, provided that any such change shall have the approval of two-thirds (2/3) of the Members of each class of Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The limitations of Article V, Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Bylaws and under the provisions of this Declaration.

**Section 6. Quorum for any Action under Sections 4 and 5.** A Quorum for any action authorized by Article V, Sections 4 and 5 shall be as follows:

- a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum.
- b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at the preceding meeting, provided that not such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Due Date of Assessments.** The semi-annual assessments provided for herein shall become due and payable on the 1st day of January and the 1st day of July after the commencement date hereinabove set out and the due date of any special assessment under Article, V Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The board of Directors may, at its option, change the semi-annual assessments to any annual or monthly assessment and determine the due date thereof.

**Section 8. Duties of the Board of Directors.** The Board of Directors of the Association shall, upon the effective date herein provided, prepare a roster of the owners of the Property and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.



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The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Non-payment of Assessment; Personal Obligations of Owner; Lien; Remedies of Association.** If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the Property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorneys' fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Property or abandonment of his property.

**Section 10. Subordination of the lien to mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

**Section 11. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Property as defined in Article 1, Section 1(c), hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI Architectural Control

No trees shall be removed except by utility easements as required in furnishing of utility services, and not building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any



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exterior addition to or change or alteration therein be made until the details, plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee. The Developer shall be the Architectural Control Committee until the Organizational Meeting of the Association at which time the Members of the Architectural Control Committee shall then and thereafter be appointed by the Board of Directors. In the event the Architectural Control Committee fails to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submissions to it, or in any event if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII Restrictive Covenants

Each of the specifically numbered Lots shown upon the recorded plat of the Property shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

- a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in questions fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.
- b. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Lot, or as otherwise approved by the Architectural Control Committee. No dwelling or accessory structure shall be erected or maintained nearer to the side line of any Lot as may be required by the City of Mansfield. All dwellings shall comply with the final plat and/or the City of Mansfield Building Ordinances.
- c. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: All Living Units - 1600 square feet of Living Area with any story, or story and one-half residence having not less than 700 square feet thereof situated on the first floor or first story. "Living Area" as used herein is defined as the area measured from outside of exterior wall to outside of exterior wall, computed in square footage, exclusive however of any square footage contained within the garage, covered porches and walkways.
- d. All dwellings shall be constructed of stone, masonry, brick, or stucco material of the kind usually used for outside wall construction, or such other material as may be approved by the Architectural Control Committee, to the extent of at least seventy-five percent (75%) of the area of the outside walls, excluding covered porches and patios.
- e. All roof pitches shall be a minimum of 6/12 pitch.
- f. No dwelling, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan (accurately showing the topography of the Lot) showing the proposed location of same have been approved by the Architectural Control Committee. New structures only shall be erected on and permitted to remain on any Lot, and no pre-existing structures may be moved on to a Lot. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. In no case shall the Architectural Control Committee's approval of proposed improvements be unreasonably withheld.



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- g. No fence, wall or hedge shall be placed on any Lot nearer to the front street than is permitted for the house on said Lot, except as to Lots 1, Block 1, subject to approval by the Architectural Control Committee; no fence wall or hedge shall be placed on any portion of the sites with a greater height than six feet (6') and no wire or woven fence is permitted on any part of any Lot, except as otherwise approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.
- h. 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 one (1) detached single-family residence per Lot, which residence may not exceed two (2) stories in height, and a private garage as provided below (except as approved by the Architectural Control Committee).
- i. Each Living Unit may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
- j. Lots may not be re-platted so as to create from the total combined re-platted Lots, more separate building sites or lots than existed in the original platting of said combined Lots. None of the Lots shall be subdivided into smaller Lots.
- k. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, boarded or maintained for any commercial purpose. No more than four (4) domestic pets shall be permitted on any Lot. Pets must be restrained or confined to the backyard inside a fenced area or inside the Living Unit. All pets must be properly tagged for identification.
- l. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- m. No sign shall be erected or maintained on any Lot except a "for sale" or "for rent" sign which sign shall not exceed fifteen (15) square feet in size, or one (1) professional security system sign of not more than one (1) square foot, or a sign owned by the Developer or by the Association.
- n. Except with the written permission of the Developer, no antennas shall be permitted except for antennas for AM or FM radio reception, UHF and VHF television reception, or DSS satellite dish. All antennas shall be located inside the main attic of the Living Unit except as may be approved by the Architectural Control Committee. The Developer (or its agents) shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing, and in so doing shall not be liable for trespass or any other liability or damages in connection with such removal.
- o. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the Property Owner in a neat and orderly fashion. In the event this restriction is not complied with then The Association has the right to cause this maintenance to be done at the expense of the Property Owner.
- p. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc. Rubbish, trash, debris or other waste shall not be kept except in sanitary containers. All such containers or other equipment for the storage or disposal of such material shall



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be kept in a clean and sanitary condition. Materials incident to the construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

- q. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot.
- r. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon the lot until the Owner is ready to commence improvement.
- s. No boat, trailer, aircraft, recreational vehicle, travel trailer, motor or mobile home, camper, boat trailer or similar wheeled vehicle or equipment shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot, completely concealed from public view, and any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee. Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Property except those used by a builder during the construction of improvements on a Lot or Living Unit.
- t. All houses and structures permitted shall be completed within eight (8) months from date of commencement of construction, or unless otherwise extended by the Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with the city sewage system.
- u. Specifically exempted from the provisions of this section are activities by the Developer, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by the Developer are completed.
- v. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Property at any time.
- w. The drying of clothes in full public view is prohibited.
- x. Each Lot on which a Living Unit is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining lots and the neighborhood setting intended for The Property. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is ninety percent (90%) complete. Lot Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.
- y. Each Lot Owner shall mow and maintain the landscaping and vegetation on his Lot in such a manner as the control weeds, grass and/or other unsightly growth. If after ten (10) days prior written notice an Owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot Owner a reasonable fee for mowing

and cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage of any renewals or extensions thereof existing prior to the assessment date.

- z. No air conditioning apparatus shall be attached to any front wall, installed in a window or on the ground in front of a Living Unit.
- aa. Each Owner of any Lot or dwelling unit in the Property, shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the City of Mansfield, Texas.

#### ARTICLE VIII Easements Reserved

- a. No building or other permanent structure shall be erected or maintained within areas designated on the recorded plat of the Property as utility and drainage easements except as may be approved by the Architectural Control Committee and if applicable, the City of Mansfield.
- b. Developer reserves for the use and benefit of the Association a perpetual easement as shown on the recorded plat of the Property, for the purpose of erecting a fence of reasonable height and composition. The Homeowners Association shall repair and maintain the fence as needed.

#### ARTICLE IX General Provisions

**Section 1. Duration.** The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots or Living units has been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

**Section 2. Reserved Rights of Developer.** Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant Owner by Developer) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of the Developer such action be necessary to relieve hardship or permit good architectural planning to be affected. Developer also reserves the right:

To re-divide and re-plat any of the Property shown on the Plat of any Lot now or hereafter recorded for any Lot or The Property at any time in question owned by the Developer without any notice or consent of any other Owner.

**Section 3. Sales Office.** Developer may designate the location of a Sales Office for use in offering Lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as seventy-five percent (75%) of the Lots in all have been sold and conveyed and Living Units constructed thereon, or on June 30, 2006 whichever is the earlier.

**Section 4. Invalidation and Severability.** The invalidation by any court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

**Section 5. Acceptance of Declaration.** The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

**Section 6. Interpretation.** Developer's interpretation of the meaning and application of the provision hereof shall be final and binding on all interested parties at any time in question.

**Section 7. Other Committees.** Developer may until seventy-five percent (75%) of all Lots in The Property have been sold and conveyed and Living Units constructed thereon, or until June 30, 2006, whichever is earlier, appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

**Section 8. Assignment.** Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

**Section 9. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**Section 10. Enforcement.** Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 11. Amendments.** Notwithstanding anything hereinabove, these restrictions, covenants and conditions may be amended and/or changed in part as follows:

- a. Until the Organizational Meeting of the Association, Developer, at its sole discretion, may amend or change these covenants and restrictions; or
- b. After the Organizational Meeting of the Association, these covenants and restrictions may be amended or changed upon the express written consent of at least seventy-five percent (75%) of the outstanding votes of the Association.



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**Section 12. Rules and Regulations.** The Developer may adopt certain reasonable rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character and quality of Holland Meadows in harmony with the guidelines set forth in these Restrictive Covenants and Conditions. From time to time, the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

B2N, L.P.

By: 

B. N. Mitchell, Sr.  
President

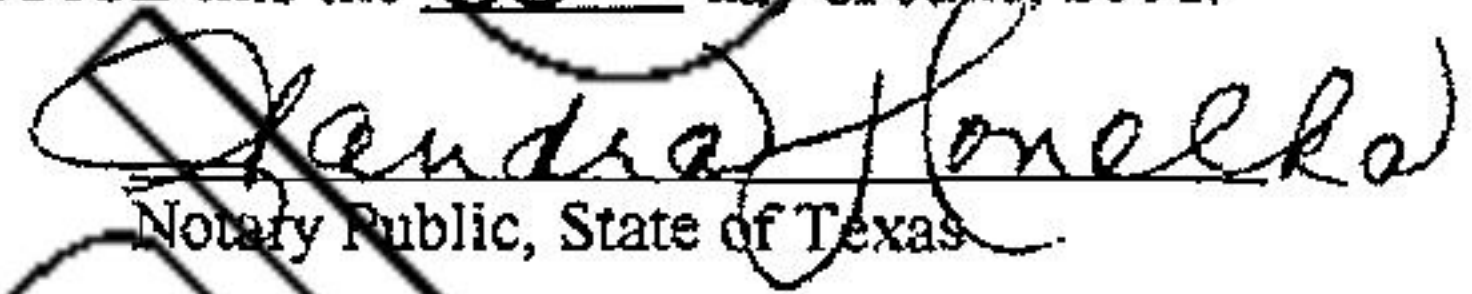
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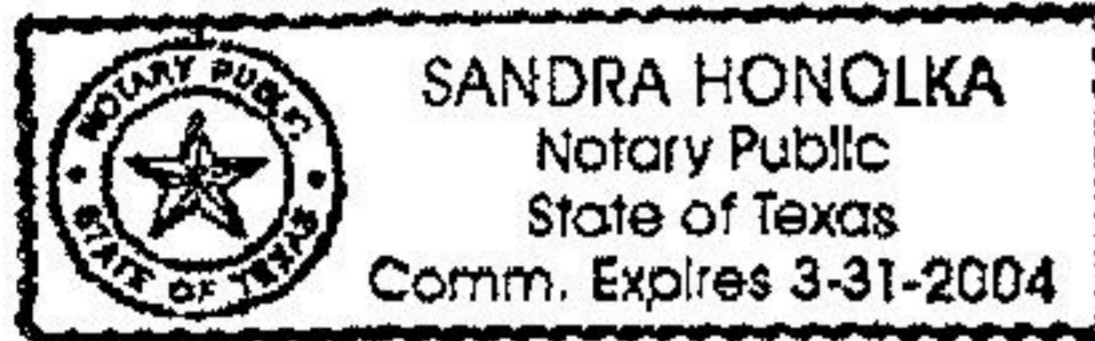
THE STATE OF TEXAS }  
COUNTY OF TARRANT }

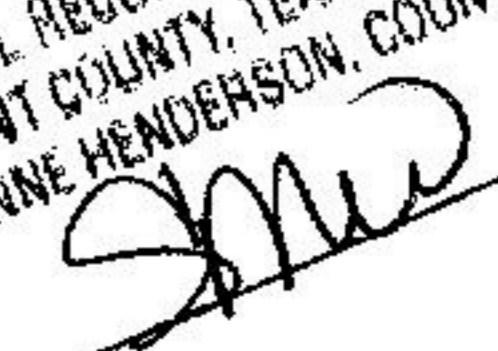
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared B. N. Mitchell, Sr., President of B2N, L.P. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of June, 2001.

My commission expires:

  
Notary Public, State of Texas



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SUZANNE HENDERSON, COUNTY CLERK  
BY  Deputy

**THE HOLLAND MEADOWS HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS**

In order to carry out the mandates of the Declaration of Restrictions, Covenants, and Conditions, the Articles of Incorporation, and the By-laws of Holland Meadows Homeowners' Association, Inc., (the "Association") the Board of Directors has adopted the following Rules and Regulations. These Rules and Regulations have been adopted to more clearly define the intent of the above documents. They are intended to protect health, promote safety, preserve the natural environment, and to promote harmony and tranquility within the development. They will be enforced uniformly to all Owners, tenants, and guests. They are designed to affect only those activities of a common nature occurring on common open space and not to regulate the private and personal lives of the Members.

The Rules and Regulations are organized under the following broad categories:

1. Tenants
2. Common Open Space
3. General
4. Sanctions

**1. TENANTS**

Any Owner of a Lot with a home may lease the home and Lot to any person without approval by the Association. However, the Association does have the following minimum requirements concerning tenants which must be followed. These requirements are set forth to assist tenants and to involve them in the life of the community and not to adversely affect an Owner's right to lease property.

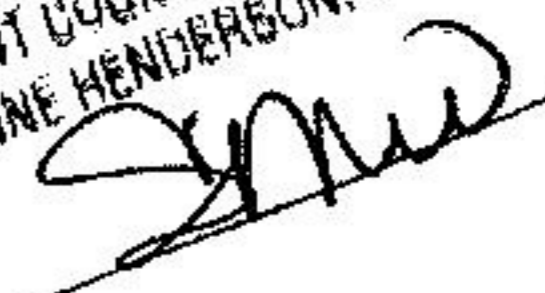
- A. Any Owner leasing their home must furnish the name and address of the tenant to the Association. The Owner must also furnish the new address of the Owner for Association records.
- B. The term of the lease shall not be less than thirty (30) days.
- C. The lease form shall have a clause which states that the tenant shall abide by the Rules and Regulations, and the Architecture and Landscape Guidelines of the Association. The tenant also assumes responsibility for guests using Association property.
- D. The Owner shall assume all responsibility for actions of tenants and guests. Therefore, a copy of the Rules and Regulation, and the Architecture and Landscape Guidelines shall be furnished by the Owner to the tenant with the lease.

**2. USE OF PROPERTY**

All Lots and Common Property are intended for the quiet and peaceful use of the Owners, residents, and guests. The intent is to preserve these areas for the enjoyment of the Members. The following regulations are designed to protect the trees, bushes, plants, animals, birds, and others from harm or molesting by person or pets.

- A. The carrying or discharge of any firearms on Common Property is prohibited. Firearms shall include rifles, shotguns, revolvers, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps, and snares.



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BY  Deputy




- D. Emergency auto repair or infrequent scheduled maintenance on motor vehicles performed in the driveway of one's residence is acceptable. Such repair or maintenance work shall not be performed on any street in Holland Meadows nor shall such work be performed on any unpaved area of any lot located in Holland Meadows. Other automobile repairs which constitute more than scheduled maintenance items is disruptive to the quiet and peaceful goals of Holland Meadows and it shall not be permitted.

#### 4. SANCTIONS

In the spirit of community it is anticipated that these rules and regulations will be followed and adhered to by residents of Holland Meadows. The Association may remind residents of these rules and regulations from time to time for those who forget. However, willful flagrant violations by persons who repeatedly violate these rules and regulations will be subject to fines or sanctions or both as determined by the Board of Directors.

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BY  Deputy



**BYLAWS OF  
HOLLAND MEADOWS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
OFFICES, DEFINITIONS**

**SECTION 1: Registered Office and Agent**

The Registered Office of Holland Meadows Homeowners' Association, Inc. (the "Association") shall be at 6815 Manhattan Blvd., Suite 105, Fort Worth, Texas 76120, and the name of the Registered Agent of the Association at such address is B. N. Mitchell, Sr.

**SECTION 2: Other Offices**

The Association may also have offices at such other places within or without the State of Texas as the Board of Directors may from time to time determine or the business of the Association may require.

**SECTION 3: Definitions**

The following words, when used in these Bylaws (unless otherwise indicated), shall have the following meanings:

- (a) "The Declaration" shall mean and refer to the "Declaration of Restrictions, Covenants and Conditions of Holland Meadows", to which these Bylaws are appended, as recorded in the Deed Records of Tarrant County, Texas, or any Supplemental Declaration under the provisions of said Declaration.
- (b) "The Property" shall mean and refer to the Property which is subject to the Declaration.
- (c) "Common Property" shall mean and refer to those areas of land shown on the recorded plat of the Property and easements intended to be devoted to the common use and enjoyment of the members of the Association, including any improvements.
- (d) "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property, with the exception of Common Property as herein defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for lawful use and occupancy as a residence by a single family.
- (f) "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 Living Unit which is a part of the Property, including purchasers under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Member" shall mean and refer to every person or entity who holds membership in the Association.
- (h) "The Developer" shall mean and refer to B2N, L.P.

- (i) "Effective Date" shall mean and refer to the date of the Organizational Meeting of the Association, as provided in The Declaration.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

**SECTION 1: Membership**

Subject to the provisions of Article VIII, Section 4, every person or entity who is a record Owner of any Lot which is subject, by covenants or record, to assessment by the Association, including purchasers under contract from Developer, shall be a Member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

**SECTION 2: Voting Rights**

The Association shall initially have one class of voting membership. Members shall be all those Owners entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**SECTION 3: Methods of Voting**

At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, or by a proxy appointed in writing, or his duly authorized attorney-in-fact and dated not more than two (2) months prior to said meeting. Any proxy shall be filed with the Secretary of the Association prior to or at the time of the meeting. In the absence of any action by the Board of Directors, the date upon which the Notice of the Meeting is mailed shall be the record date.

**ARTICLE III  
MEETING OF MEMBERS**

**SECTION 1: General Meetings**

All meetings of the Members for the election of directors shall be held at the office of the Association in Texas, or at such other place, within or without the State of Texas as may be specified in the Notice of the Meeting or in a duly executed Waiver of Notice thereof. Meetings of Members for any other purpose may be held at such time and place, within or without the State of Texas as shall be stated in the Notice of the meeting or in a duly executed Waiver of Notice thereof.

**SECTION 2: Annual Meeting**

An Annual Meeting of the Members shall be held on the second Monday of June of each year, at the hour of 7:00 o'clock p.m.; provided, however, that should said day fall upon a legal holiday, then at the same time on the next business day thereafter. At such meeting, Directors shall be elected, reports of the affairs of the Association shall be considered, and any other business may be transacted which is within the power of the members.



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BY Suzanne Henderson Deputy

**SECTION 3: Member List**

At least ten (10) days before each meeting of the Members, a complete list of the Members entitled to vote at each meeting arranged in alphabetical order, with the residence of each and the number of votes held by each shall be prepared by the Secretary. Such list shall be kept on file at the Registered Office of the Association for a period of ten (10) days prior to such meeting and shall be subject to inspection by any member at any time during usual business hours. Such list shall be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member who may be present.

**SECTION 4: Call for Special Meetings**

Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, the Article of Incorporation, or these Bylaws, may be called by the President, the majority of the Board of Directors or the holders of not less than one-fifth (1/5) of all the Members entitled to vote at the meetings. Business transacted at any special meeting shall be confined to the subjects stated in the Notice of the Meeting.

**SECTION 5: Notice**

(a) Written or printed notice stating the place, date and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Member of record entitled to vote at the meeting.

(b) Notice of any meeting of Members shall specify the place, date and hour of the meeting. The notice shall also specify the purpose of the meeting if it is a special meeting, or if its purpose or one of its purposes will be to consider a proposed dissolution or the revocation of a voluntary dissolution or the revocation of a voluntary dissolution by act of the Association or to consider a proposed disposition of all, or substantially all of the assets of the Association outside the ordinary course of business.

**SECTION 6: Quorum; Adjournments**

(a) Except as otherwise provided in Article V Section 6 of the Declaration, by statute, by the Articles of Incorporation or these Bylaws, the Members holding one-tenth (1/10) of the votes issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, a quorum shall not be present or represented at any meeting of the members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

**SECTION 7: Transaction of Business**

When a quorum is present at any meeting, the vote of the Members holding a majority of the votes having voting power present in person or represented by proxy shall decide any question before such meeting, unless the question is one upon which by express provisions of the statutes, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case such express provision shall govern. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of any Members to leave less than a quorum.



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BY  Deputy

**ARTICLE IV  
DIRECTORS**

**SECTION 1: Powers**

The business and affairs of the Corporation shall be managed by its Board of Directors who may exercise all the powers of the Corporation and may do all lawful acts and things which are not by statute, The Declaration, the Article of Incorporation of these Bylaws directed or required to be exercised or done by the Members. Specifically, the Board of Directors shall be empowered to take such actions as authorized by the Directors.

**SECTION 2: Number and Election**

The authorized number of directors shall be three (3) unless changed by a bylaw amending this provision, duly adopted by the Board of Directors or by a majority vote (51%) of the Members. The Directors shall be elected at the Organizational meeting of the Members, and each Director elected shall hold office until successor has been elected and qualified.

**SECTION 3: Term of Office**

Directors shall be elected for a term of two (2) years. At the Organizational meeting of the Members, the Members shall elect two (2) resident Members for a two (2) year term and one (1) resident Member for a one (1) year term. In subsequent years these Directors shall be replaced by those serving two (2) year terms.

**SECTION 4: Removal; Filling Vacancies**

Any Director may be removed, with or without cause, at any special meeting of the Members by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote for the election of such Director, if notice of intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancies occur in the Board of Directors, for any reason, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors. Each successor Director so chosen shall be elected for the unexpired term of the predecessor in office.

**SECTION 5: Prohibition of Cumulative Voting**

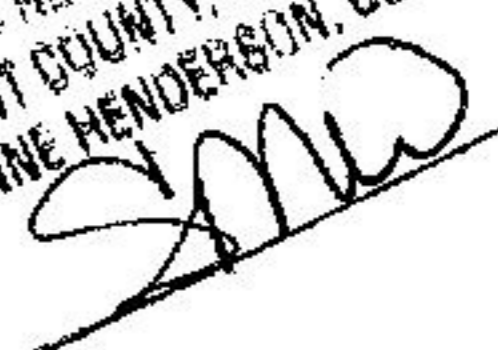
Directors shall be elected by plurality vote. Cumulative voting shall not be permitted.


**SECTION 6: Location of Meetings**

The Directors of the Corporation may hold their meetings, both regular and special, either within or without the State of Texas.

**SECTION 7: Annual Meetings**

The first meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

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**SECTION 8: Regular Meeting**

A regular meeting of the Board of Directors shall be held annually or more frequently if called by the President or by a majority of Board Members at such time and place as shall from time to time be determined by the Board.

**SECTION 9: Special Meetings**

Special meetings of the Board of Directors may be called by the President or Secretary on two (2) days notice to each Director, either personally or by mail or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of Directors. Except as may be otherwise expressly provided by statute, the Article of Incorporation of these Bylaws, neither the business to be transacted at, nor the purpose of any special meeting need be specified in a notice or waiver of notice.

**SECTION 10: Quorum**

At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Declaration, the Article of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.


**ARTICLE V  
NOTICES**


**SECTION 1: Formalities of Notices**

Whenever under the provisions of the statutes, the Article of Incorporation or these Bylaws, notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall be construed to mean either personal notice or notice in writing, by mail (regular or otherwise), postage prepaid, addressed to such Director or Member at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States Mail as aforesaid.

**SECTION 2: Waiver of Notices**

Whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of the statutes, the Article of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice. Signing the minutes of any meeting shall be deemed a waiver of all formalities with respect to such meeting.

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**ARTICLE VI  
OFFICERS**

**SECTION 1: Miscellaneous Provisions**

The officers of the Corporation shall be elected by the Directors and shall be a President, Vice-President, a Secretary and a Treasurer. Any two or more offices may be held by the same person, except that the offices of President and Secretary and President and Treasurer shall not be held by the same persons. Any such officer shall have the powers and duties usually associated with such office, subject to limitations or extension by the Board of Directors.

**SECTION 2: Other Agents**

The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

**SECTION 3: Duties**

The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, mortgages, tax returns, and other written instruments; shall co-sign all checks (except those on a monthly recurring nature previously approved by the Board), and promissory notes; shall appoint committee chairmen and members of committees with the concurrence of the Board; and shall carry out such other duties as may be assigned by the Board.

(b) **Vice-President.** The Vice-President shall act in the place and stead of the President when he is absent, unable, or unwilling to act; and shall discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The Secretary shall perform or cause to be performed the following secretarial activities: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal and affix it on all papers requiring said seal; serve notice of meetings of the Board and members; keep the appropriate current records showing the ownership of Lots and membership of the Association, together with their addresses; and shall perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall perform or cause to be performed the following financial activities: receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by a Resolution of the Board; sign all checks and promissory notes; cause an annual audit of the Association Books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of the budget and assessments adopted by the Board to each member. The Treasurer shall perform such other duties as required by the Board.

**SECTION 4: Salaries.**

All officers and directors of the Corporation shall serve without compensation. However, expenses may be reimbursed for unusual activities carried out on behalf of the Corporation. Any officer may receive compensation for services rendered to the Corporation in other than his official capacity.



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BY SMW Deputy

**SECTION 5: Tenure; Removal; Vacancies.**

Each officer of the Corporation shall hold office for a term of one (1) year or until his successor is chosen and qualified in his stead or until death, resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant, for any reason, the vacancy may be filled by the Board of Directors.

**ARTICLE VII  
COMMITTEES**

**SECTION 1: Number.**

In the discretion of the Board, there may be up to six (6) standing committees: Architectural Control, Finance, Management, Communication & Social, Rules & Regulations and Elections Committees. Except as specified by Article VI and Article I, Section 7 of the Declaration, all of the Chairmen and members of the standing committees shall be appointed by the President with the concurrence of the Board.

**SECTION 2:**

The Board may establish the duties and responsibilities of each standing committee. Additional ad hoc committees may be appointed by the President as the need may arise.

**ARTICLE VIII  
GENERAL PROVISIONS**

**SECTION 1: Fiscal Year**

The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

**SECTION 2: Seal.**

There shall be no necessity for a corporate seal, but if there should be one, such seal shall have inscribed thereon the name of the Corporation and the word "TEXAS". Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

**SECTION 3: Indemnification**

The Association shall indemnify any Director, officer or employee or former Director, officer or employee of the Corporation, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgements in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason or being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Corporation shall pay or cause to be paid to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under any bylaw, agreement, vote of members or otherwise.

**SECTION 4. Effective Date**


These By-Laws may be adopted by the Developer, who shall serve as the sole member and officer of the Association until the Effective Date of the Association, which shall be the date of the Organizational Meeting of the Members, as provided in the Declaration.

**ARTICLE IX  
AMENDMENTS**

**SECTION 1:**

These Bylaws may be altered or amended by a two-thirds (2/3) vote of members voting in person or by proxy at a duly called regular or special membership meeting at which a quorum is present.

**B2N, L.P.**

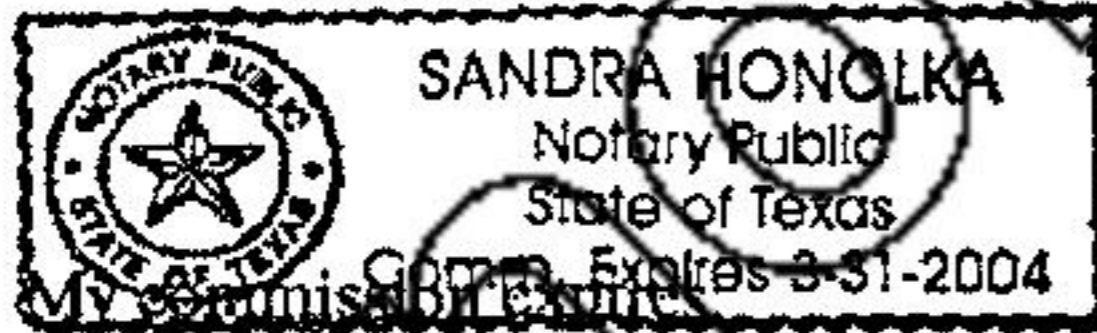
By:   
B. N. Mitchell, Sr.  
President

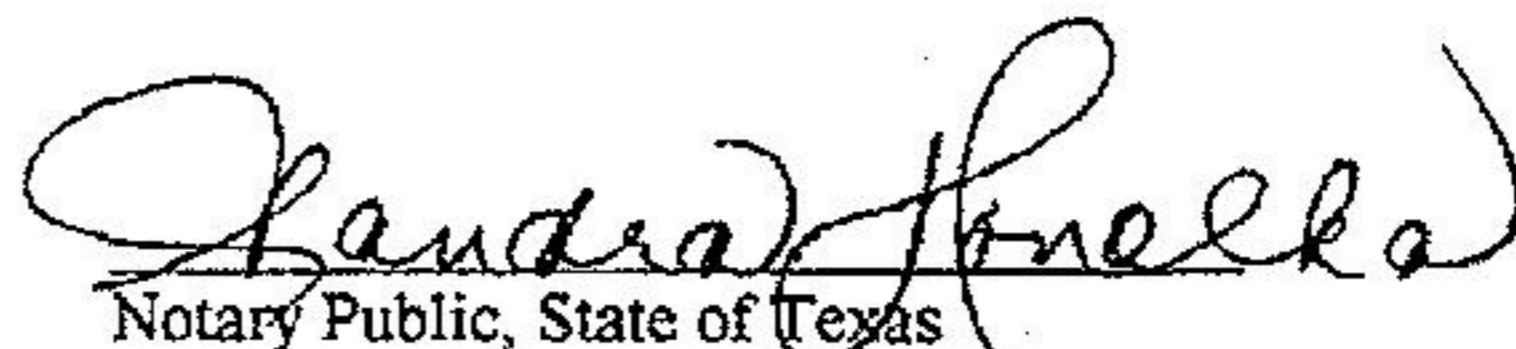
**ACKNOWLEDGMENT**

**THE STATE OF TEXAS  
COUNTY OF TARRANT**


BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **B. N. Mitchell, Sr.**, President of **B2N, L.P.** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of June, 2001.



  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
B2N, L.P.  
6815 Manhattan Blvd., Suite 105  
Fort Worth, Texas 76120

TRUE AND CORRECT COPY OF  
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TARRANT COUNTY, TEXAS  
SUZANNE HENDERSON, COUNTY CLERK  
BY  Deputy

D201154734  
B2N LP  
6815 MANHATTAN BLVD 105  
FT WORTH TX 76120

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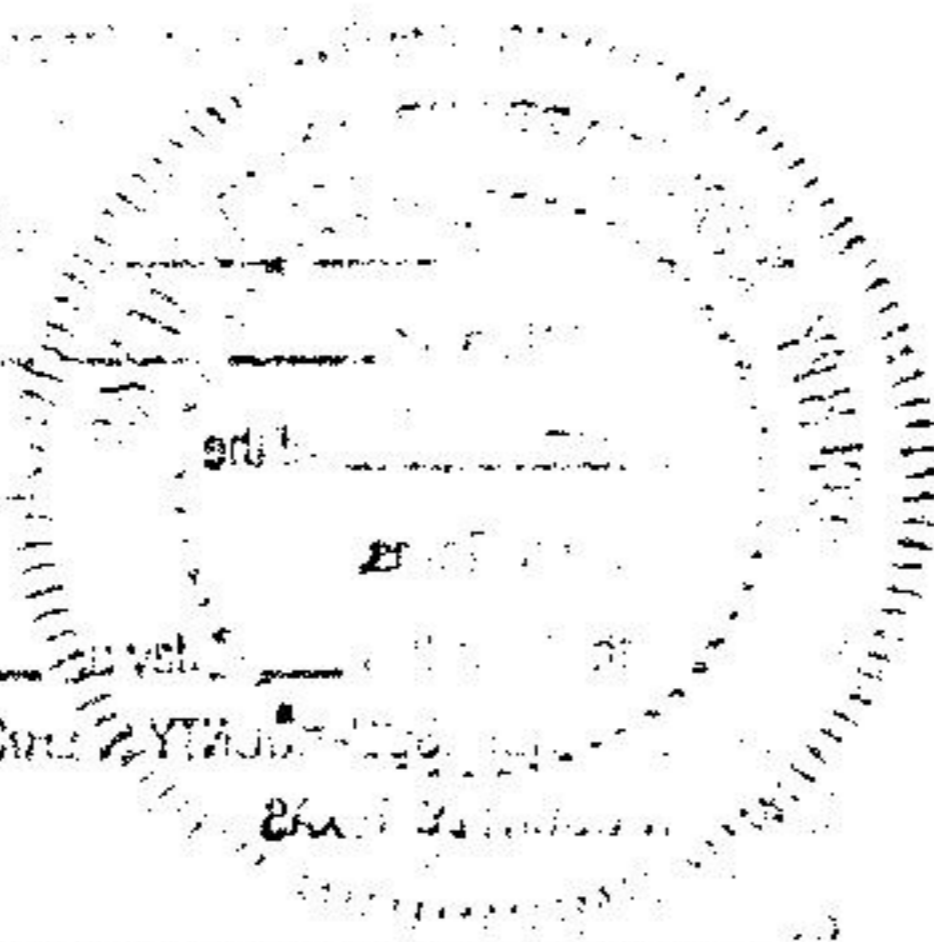
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T O T A L : D O C U M E N T S : 01 F E E S : 53.00

B Y \_\_\_\_\_

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.



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ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
SUZANNE HENDERSON, COUNTY CLERK  
BY [Signature] Deputy

Unofficial Copy

STATE OF TEXAS } I, SUZANNE HENDERSON, County Clerk in and for said County and State  
COUNTY OF TARRANT } do hereby certify that the above and foregoing is a true and correct copy

of the instrument, filed for record on the 5 day of July and duly recorded on  
the 5 day of July in Instrument Number 200154734 or in

Volume 74990 Page 324 of the  
Deed Records of Tarrant County, Texas.

WITNESS my hand and seal of office at Fort Worth, Texas this 02 day of 10, 01.

SUZANNE HENDERSON, COUNTY CLERK  
TARRANT COUNTY, TEXAS

By Sandra Welch Deputy

**EXHIBIT "A"**

Being 36.966 acres of land located in the S.C. Neil Survey, Abstract No. 1159, Tarrant County, Texas, being a portion of the 75.249 acre tract of land described in the deed to B 2 N, LP, a Texas limited partnership recorded in Volume 14471, Page, 260, Deed Records, Tarrant County, Texas. Said 36.966 acres of land being more particularly described as follows:

BEGINNING at a point in Seeton Road at the Northeast corner of said 75.249 acre tract from which a steel rod bears S41°36'52"E 4.60 feet and a 3/8" iron rod found bears S73°29'24"W 19.91 feet;

THENCE along the Easterly lines of said 75.249 acre tract as follows:

1. S00°12'47"W, a distance of 597.18 feet to a point;
2. N89°40'13"W, a distance of 3.09 feet to a point;
3. S00°37'24"W, a distance of 784.24 feet to a point;
4. Southwesterly, 403.04 feet along a non tangent curve to the right, having a radius of 303.76 feet, a central angle of 76°01'23" and a chord bearing S38°34'21"W, 374.42 feet to a point at the Southeast corner of Holland Meadows, Phase 1, an addition to the City of Mansfield, Tarrant County, Texas according to the plat recorded in Cabinet A, Slides 6287 and 6288, Plat Records, Tarrant County, Texas;

THENCE along the East and North lines of said Holland Meadows, Phase 1 as follows:

1. N22°55'59"W, a distance of 176.20 feet to a point;
  2. Northeasterly, 5.45 feet along a non tangent curve to the left, having a radius of 249.00 feet, a central angle of 01°15'11" and a chord bearing N66°26'26"E, 5.45 feet to a point;
- THENCE along the East and North lines of said Holland Meadows, Phase 1 as follows:

2. N24°11'09"W, a distance of 50.00 feet to a point;
3. N00°37'24"E, a distance of 378.29 feet to a point;
4. N89°22'36"W, a distance of 165.50 feet to a point;
5. S00°37'24"W, a distance of 18.11 feet to a point;
6. N89°37'46"W, a distance of 656.49 feet to a point;
7. N00°22'14"E, a distance of 160.00 feet to a point;
8. N89°37'46"W, a distance of 39.31 feet to a point;
9. N00°22'14"E, a distance of 110.00 feet to a point;
10. N89°37'46"W, a distance of 137.00 feet to a point;
11. N00°22'14"E, a distance of 110.00 feet to a point;
12. S89°37'46"E, a distance of 28.29 feet to a point;
13. N00°22'14"E, a distance of 328.00 feet to a point;

14. N89°37'46"W, a distance of 1.00 feet to a point;

15. N00°22'14"E, a distance of 115.50 feet to a point;

16. N89°37'46"W, a distance of 80.00 feet to a point;

17. N00°22'14"E, a distance of 19.00 feet to a point;

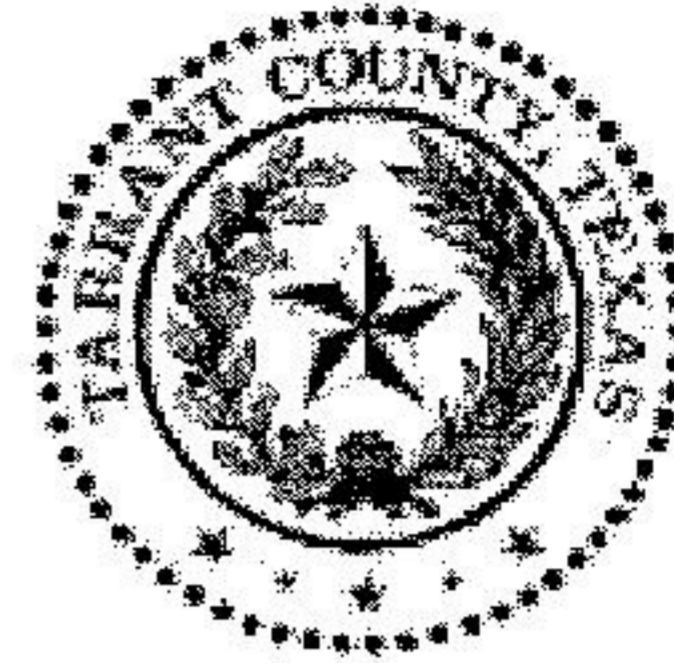
18. N89°37'46"W, a distance of 166.00 feet to a point in the East line of Lot 35, Block 1, Holland Meadows an addition to the City of Mansfield, Tarrant county, Texas according to the plat recorded in Cabinet A, Slide 8414, Plat Records, Tarrant County, Texas;

THENCE N00°22'14"E, a distance of 262.50 feet along said East line of Lot 35 to a point at the Northeast corner of said Lot 35, said point being in the South line of a tract of land described in the deed to H. A. Hott recorded in Volume 4534, Page 519, Deed Records, Tarrant County, Texas ;

THENCE S89°37'46"E, a distance of 1,537.20 feet along said South line to the point of beginning, containing 36.966 acres of land.

The bearings recited hereon are oriented to the 75.249 acres described in Volume 14471, Page 260, Deed Records, Tarrant County, Texas.

Unofficial Copy



NORTH AMERICAN TITLE CO  
2304 W I-20  
# 120  
ARLINGTON TX 76017  
Submitter: NORTH AMERICAN TITLE CO

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

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

Filed For Registration: 09/10/2004 11:12 AM  
Instrument #: D204284494  
A 28 PGS \$66.00

By: \_\_\_\_\_



D204284494

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.