

21

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
NEWPORT VILLAS
EULESS, TEXAS**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §**

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR NEWPORT VILLAS (this "Notice") is made this 8th day of February, 2004, by Newport Villas Property Owners' Association (the "Association").

WITNESSETH:

WHEREAS, Newport Villas, Ltd., L.L.P. ("Declarant") prepared and declared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Newport Villas, Euless, Texas" recorded at Volume 15390, Page 0082 et seq., Real Property Records, Tarrant County, Texas (the "Declaration"), as amended and supplemented; and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

EXHIBIT "A"

PROPERTY DESCRIPTION

COMMENCING at a concrete monument with a brass disc found for corner at the south end of a curving corner clip located at the intersection of the south line of Glade Road (formerly Wataugo-Smithfield County Line Road, a variable width right-of-way) with the westerly right-of-way line of State Highway No. 360 (a variable width right-of-way);

THENCE South 32 deg. 52 min. 11 sec. East, departing said corner clip, and along the said west right-of-way line of State Highway No. 360, a distance of 1,079.97 feet to a 5/8-inch steel rod found for corner and being the POINT OF BEGINNING;

THENCE South 32 deg. 52 min. 11 sec. East, continuing along said west right-of-way line, a distance of 92.34 feet to a concrete monument with a brass disc found for corner at the beginning of a curve to the left having a central angle of 01 deg. 17 min. 46 sec., a radius distance of 11,689.16 feet, a chord distance of 264.42 feet and a chord bearing of South 33 deg. 31 min. 04 sec. East;

THENCE Southeasterly along said curve to the left, and said west right-of-way line, an arc distance of 264.43 feet to a 1/2-inch steel rod set for corner, from which a found 3/8-inch steel rod bears North 48 deg. 29 min. 16 sec. West, a distance of 1.30 feet;

THENCE South 89 deg. 28 min. 33 sec. West, passing the current northeast corner of Cinnamon Ridge Phase IV, an addition to the City of Euless, as shown on the Plat recorded in Volume 388-165 at Page 53 of the Plat Records of Tarrant County, Texas at a distance of 1.03 feet and continuing along the north line of said addition for a total distance of 598.25 feet to a concrete monument with a brass disc set for corner and being the southeast corner of Oak Hollow Addition, an addition to the City of Euless as shown on a Plat recorded in Volume 388-207 at Page 63 of the said Tarrant County Plat Records;

THENCE North 00 deg. 09 min. 26 sec. East, departing said Cinnamon Ridge Phase IV, and along an east line of said Oak Hollow Addition, a distance of 300.52 feet to a 1/2-inch steel rod set for corner at the southwest corner of the remaining portion of a tract of land as conveyed to Oak Hollow Joint Venture as described in a Deed recorded in Volume 7672 at Page 66 of the Deed Records of said Tarrant County;

THENCE North 89 deg. 34 min. 24 sec. East, along the south line of said remainder, at a distance of 212.89 feet passing a 3/8-inch steel rod found for corner at the southwest corner of a tract of land conveyed to Vaughn Educational Trust as shown in a Deed recorded in Volume 7141 at Page 1629 of the said Tarrant County Deed Records, and continuing for a total distance of 401.27 feet to the POINT OF BEGINNING;

and CONTAINING 3.437 acres or 149,700 square feet of land more or less.

EXHIBIT "B"

DEDICATORY INSTRUMENTS

1. Certificate of Incorporation, Articles of Incorporation and Addendum to Articles for Newport Villas Property Owners' Association
2. Initial Rules of Newport Villas Townhomes

Unofficial Copy

NOV-13-02 08:49AM FROM-COX CASTLE & NICHOLSON LLP
Nov-07-02 01:55pm From-COX, CASTLE, & NICHOLSON
NOV 7 2002 12:11 PM
P.O. Box 13097
Austin, Texas 78711-3097

+949-476-0255

1-929 P 003/007 F-120

Secretary of State



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

NEWPORT VILLAS PROPERTY OWNERS' ASSOCIATION
Filing Number: 800140272

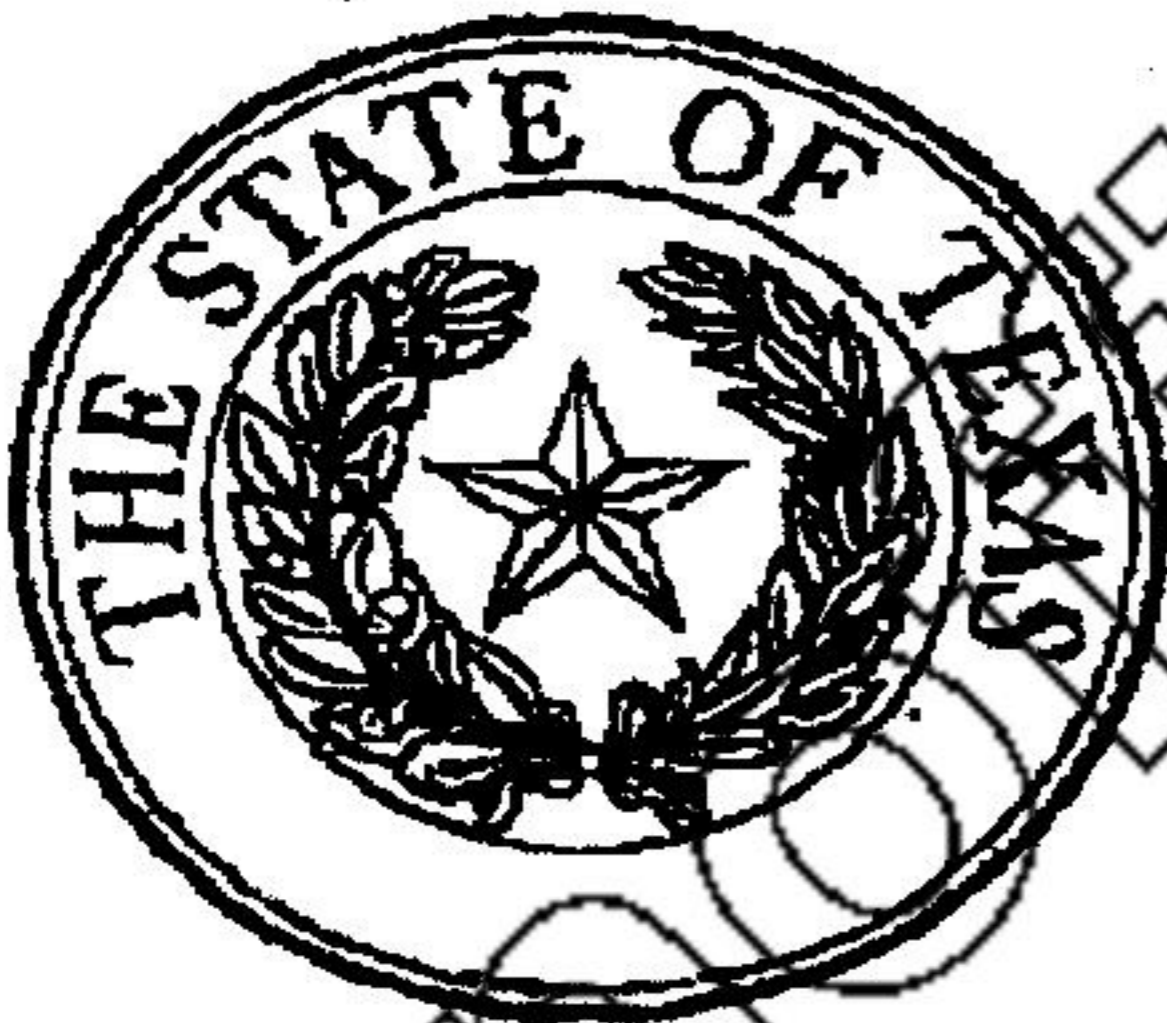
The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/05/2002

Effective: 11/05/2002



Gwyn Shea

Gwyn Shea
Secretary of State

PHONE (512) 463-5555
Prepared by: Lella Wynn

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX (512) 463-5709

TTY 7-1-1

Received Nov-07-02 12:18pm

From-

To-COX, CASTLE, & NICHOLSON Page 004



NOV. 7. 2002 2:41 PM
CORPORATIONS SECTION
P.O. Box 13697
Austin, Texas 78711-3697



Secretary of State

Office of the Secretary of State

November 06, 2002

Corporation Service Company
One Commodore Plaza, 800 Brazos, Suite 750
Austin, TX 78701 USA

RE: NEWPORT VILLAS PROPERTY OWNERS' ASSOCIATION
File Number: 800140272

It has been our pleasure to file the articles of incorporation and issue the enclosed certificate of incorporation evidencing the existence of the newly created corporation.

Corporations organized under the Texas Non-Profit Corporation Act do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. If you need to contact the Comptroller about franchise taxes or exemption therefrom, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555. Information on exemption from federal taxes is available from the Internal Revenue Service.

Non-profit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in involuntary dissolution of the corporation. Additionally, a non-profit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its articles of incorporation.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555
Enclosure

Come visit us on the Internet at <http://www.sos.state.tx.us/>

PHONE (512) 463-5555
Prepared by Lela Wurst

FAX (512) 463-5709

TX/1-1

Form 202
(revised 6/01)



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

NOV 05 2002

Corporations Section

Return in Duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709
Filing Fee: \$25

**Articles of Incorporation
Pursuant to Article 3.02
Texas Non-Profit
Corporation Act**

Article 1 - Corporate Name

The corporation formed is a non-profit corporation. The name of the corporation is as set forth below:

NEWPORT VILLAS PROPERTY OWNERS' ASSOCIATION

The name must not be the same as, deceptively similar to or similar to that of an existing corporation, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office (select and complete either A or B and complete C)

A. The initial registered agent is a corporation (cannot be corporation named above) by the name of:

OK Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

B. The initial registered agent is an individual resident of the state whose name is set forth below.

First Name	M.I.	Last Name	Suffix
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C. The business address of the registered agent and the registered office address is:

Street Address 500 BRACK	City Austin	TX	Zip Code 78701
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Article 3 - Management of Corporation (select A or B)

A. Management of the affairs of the corporation is to be vested in the members of the corporation.
OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below:

Director 1: First Name MARK	M.I. A.	Last Name DUPONT	Suffix
Street Address 700 JAMBOREE WAY	City ROULESS	State TEXAS	Zip Code 76039
Director 2: First Name SHERRY	M.I. M.	Last Name DUPONT	Suffix
Street Address 700 JAMBOREE WAY	City ROULESS	State TX	Zip Code 76039
Director 3: First Name PAULINE	M.I. K.	Last Name HARPER	Suffix
Street Address 700 JAMBOREE WAY	City ROULESS	State TEXAS	Zip Code 76039

Article 4 - Organizational Structure

(You may delete either A or B below.)

A: The corporation will have members. **B: The corporation will not have members.**

Article 5 - Duration

The period of duration is perpetual.

Article 6 - Purpose

The corporation is organized for the following purpose or purposes:
SEE ADDENDUM ATTACHED HERETO.

Supplemental Provisions Information

Text Area

SEE ADDENDUM ATTACHED HERETO.

The attached addendum are incorporated herein by reference.

Incorporator

The name and address of the incorporator is set forth below.

Name

SUSAN YATES

Street Address SUITE 2400,
2048 CENTURY PARK EAST

City
LOS ANGELES

State
CA

Zip Code
90057

Effective Date of Filing

This document will become effective when the document is filed by the secretary of state.

OR

This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned incorporator signs these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.


Signature of incorporator

ADDENDUM TO
ARTICLES OF INCORPORATION
PURSUANT TO ARTICLE 3.02
TEXAS NON-PROFIT CORPORATION ACT

Article VI - PURPOSE

To provide for the administration, maintenance, preservation and architectural control of the townhouse project situated in the City of Euless, State of Texas, and more particularly described in the Declaration of Covenants, Conditions & Restrictions (Newport Villas), (hereinafter the "Declaration") which has been, or will be, recorded in the Office of the County Recorder of Tarrant County.

Supplemental Provisions/Information

The corporation is intended to qualify as a homeowners' association under the applicable provisions of the Internal Revenue Code. Furthermore, the corporation is one which does not contemplate pecuniary gain or profit to the Members thereof, and is organized solely for nonprofit purposes. In no event shall the net earnings, income or assets of the corporation be distributed to, or inure to the benefit of, any Member, director or officer of the corporation or other private individual either directly, or indirectly. Upon winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to the Members. Notwithstanding the foregoing, without the approval of one hundred percent (100%) of the Members, so long as there is any Common Area (as defined in the Declaration) for which the corporation is obligated to provide management, maintenance, preservation or control:

- (a) The corporation or any person or entity acting on its behalf shall not:
- (1) Transfer all or substantially all of its assets; or
 - (2) File a Certificate of Dissolution; and
- (b) No court shall enter an order declaring the corporation duly wound up and dissolved.

**INITIAL RULES OF
NEWPORT VILLAS TOWNHOMES**
(A Texas Community)

These Rules apply to the units and common elements of the Newport Villas Property Owners' Association. By owning or occupying a home in the Newport Villas community, each owner and resident agrees to abide by the Rules, as well as the obligations of owners and residents provided in the Declarations and Bylaws.

For the convenience of the Newport Villas Property Owners' Association and residents, these Rules clarify the ones stated in the Declaration of Covenants, Conditions and Restrictions. Most of these Rules however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between governing documents, the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, these Rules (lowest).

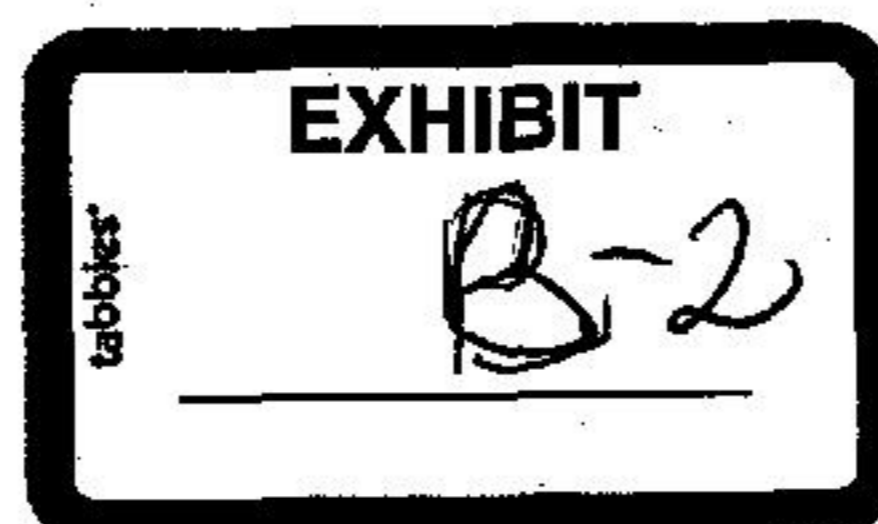
**SECTION A
COMPLIANCE**

1. Compliance

Each owner shall comply with the provisions of these Rules, the Declaration, Bylaws and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, as the "governing documents"). Each owner, additionally, shall be responsible for compliance with the governing documents by the occupants of his or her unit, and their respective family invitees, tenants, agents, employees, contractors or guests. Use of "owner" or "resident" in these Rules shall be deemed to include and apply to the owner and all persons for whom the owner is responsible. An owner should contact the board if he or she has a question about these Rules.

2. Additional Rules

Each resident shall comply with all the rules and signs posted from time to time on the community by the Association. Such posted rules are incorporated in these Rules by reference. Each resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the community. Such temporary rules are incorporated in these Rules by reference.



3. Waiver

Certain circumstances may warrant waiver or variance of these Rules. An owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective.

**SECTION B
OBLIGATION OF OWNERS AND RESIDENTS**

1. Safety

Each resident is solely responsible for his or her own safety, the safety, well being and supervision of his or her guests and any person in the community to whom the resident has a duty of care, control or custody.

2. Damage

Each owner is responsible for any loss or damage to his or her unit, other units, personal property of other residents, their guests or to the common elements and improvements of the Association, if such loss or damage is caused by the owner or by any person for whom the owner is responsible.

3. Association Does Not Insure

Each resident is solely responsible for insuring his or her personal property. Personal property placed in or around the town home shall be solely at the risk of resident or owner of such personal property. The Association urges owners and residents to purchase insurance on their personal belongings.

4. Risk Management

No resident shall permit anything to be performed, maintained, placed, erected, constructed or stored in or on one's property or the common elements which will result in the cancellation of insurance on any unit or any part of the common elements, or which may be in violation of any law.

5. Reimbursement for Enforcement

An owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the governing documents against the owner, his or her unit, or persons for whom the owner is responsible.

6. Reimbursement for Damage

An owner shall reimburse the Association for the cost of any damages to any part of the community caused by the negligent or willful misconduct of the owner or the persons for whom the owner is responsible within the month the damage occurs.

**SECTION C
OCCUPANCY STANDARDS**

1. Numbers

No more than two persons per bedroom may occupy a unit, unless higher occupancy is mandated by public agencies that enforce compliance with the family status protection of the Fair Housing Act.

2. Danger

The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

3. Occupancy Defined

Occupancy of a unit, for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any 12-month period.

4. Term of Lease

A unit may not be leased for hotel or transient purposes. Less than the entire unit may not be leased.

5. Written Leases

Each lease must be in writing and an owner shall provide the Board with a copy of each lease and occupant contact information of that owner's unit.

SECTION D
GENERAL USE AND MAINTENANCE OF UNIT

1. Residential Use

Each unit must be used solely for residential use and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from using his or her unit for personal business or professional pursuits, provided that: (i) such use is incidental to the unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail visits to the community by the public, employees, suppliers, or clients.

2. Annoyance

No unit may be used in any way that: (i) may reasonably be considered annoying to the community; (ii) may be calculated to reduce the desirability of the town homes as a residential community; (iii) may endanger the health or safety of others; or (iv) may violate any law or any provision of the governing documents.

3. Maintenance

Each owner, at his or her sole cost and expense, shall maintain his or her unit and keep it in good repair, including the inner finished surfaces of the unit's perimeter walls, floors, ceilings and backyard.

4. Glass

Each owner, at his or her sole cost and expense, shall promptly repair and replace any broken or cracked glass in unit's windows and doors.

5. Combustibles

A resident shall not store or maintain anywhere on the property, (including within a unit) explosives or materials capable of spontaneous combustion.

6. Report Malfunctions

A resident shall immediately report to the Board his or her discovery of any leak, break or malfunction in any portion of his or her unit or the adjacent common elements. The failure to promptly report a problem may be deemed negligence by the resident, who may be liable for any additional damage caused by the delay.

7. Frozen Water Pipes

Because a town home is constructed with water lines in exterior walls, it is the duty of every owner and resident to protect such water lines from freezing during winter months. Between November 1 and March 25 of any year, no unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left open. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an owner or resident to monitor the local weather and take appropriate precautions shall be deemed negligence and shall be responsible for any damages.

**SECTION E
GENERAL USE & MAINTENANCE OF COMMON ELEMENTS**

1. Grounds

Unless the Board designates otherwise, residents may not abuse the landscaped areas, lawns, beds and plant materials on the common elements.

2. Abandoned Items

No item or object of any type shall be stored, placed, erected, constructed or maintained anywhere on the general common elements, including windowsills, and passageways, except by the Board or with the written consent of the Board. Items of personal property found on general common elements are deemed abandoned and may be disposed of by the board.

**SECTION F
COMMUNITY ETIQUETTE**

1. Courtesy

Each resident shall endeavor to use his or her unit and the common elements in a manner calculated to respect the rights and privileges of other residents.

2. Annoyance

A resident or their guests shall avoid anything that will annoy, harass, embarrass, hurt or inconvenience other residents, their guests, vendors or the Association's employees and agents.

3. Noise and Odors

Each resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises or noxious odors that are likely to disturb or offend residents of the community.

4. Reception Interference

Each resident shall avoid anything that may unreasonably interfere with the television, radio, telephonic or electronic reception received at Newport Villas.

5. Compliance with the Law

Residents may not use the community for unlawful activities. Residents shall comply with applicable laws and regulations of the United States, the State of Texas and with ordinances, rules and regulations of the City of Euless. A resident who violates this provision shall hold the Association, other owners and residents, harmless from all fines, penalties, costs and prosecutions for the resident's violation or noncompliance.

**SECTION G
ARCHITECTURAL CONTROL**

1. Common Elements

Without the Architectural Committee prior written approval, a person may not change, remodel, decorate, destroy, place, erect, construct or improve any of the common elements, nor do anything to change the appearance of the common elements, including but without limitation to; the entry door, landing or walkway appurtenant to the unit.

2. Prohibited Acts: No person may:

- a. Post signs, notices, or advertisements on the common elements or in a unit if visible from outside his or her unit.
- b. Place or hang an object in, on, from or above any window or interior windowsill. This detracts from the appearance of the community.
- c. Hang, shake or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, patios, passageways, fences, vehicles or units.

- d. Erect, place or install exterior horns, lights, speakers, aerials, antennas or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
- e. Place decorations on exterior walls or doors, or on the general common elements.

3. Window Treatments

An owner may install window treatments inside his or her unit, at their expense, provided:

- a. Any window treatment, including drapes, blinds, shades, or shutters, must be clear, neutral or white when viewed from outside the unit;
- b. Aluminum foil and reflective window treatments are expressly prohibited; and;
- c. Window treatments must be maintained in good condition and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly.

4. Architectural Committee Approval

To obtain written consent for a property modification, an owner must submit to the Architectural Committee, complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information requested. Failure to respond to the owner's written request within 30 days after it is received shall be construed as no objection to the proposed changes.

SECTION H VEHICLE RESTRICTIONS

1. Permitted Vehicles

To be permitted in the community a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, trucks, vans, SUV's and similar passenger vehicles. The following are not permitted in the community without the Board's written consent: trailers, boats, watercraft, recreational vehicles, buses, large commercial trucks and industrial vehicles.

2. Repairs

Repairs, restoration or maintenance of vehicles is strictly prohibited, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle to a repair facility.

3. Space Use

Because of limited guest parking, all parking spaces in the community shall be used for parking purposes only and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles.

4. No Obstruction

No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the community. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard in the community. No vehicle may be parked in spaces reserved for other uses, (including guests), in fire lanes or in any area designated as "No Parking".

5. Nuisance

Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor and oil emissions. The use of car horns in the community is discouraged. No vehicle may be kept in the community if the Board deems it to be unsightly, inoperable, inappropriate or otherwise in violation of these Rules unless it is kept inside the owner's garage.

6. Violations

Any vehicle in violation of these Rules may be stickered, wheel-locked and towed or otherwise removed from the community with consent by the Board and towing company agreement, at the expense of the vehicle's owner. The Association expressly disclaims any liability for any damage to vehicles on which the Association exercises these remedies for Rules violations.

SECTION I TRASH DISPOSAL

1. General Duty

Residents and/or their guests shall not litter the common elements, shall endeavor to keep the community clean and shall dispose of all refuse properly.

2. Hazards

Resident may not store trash inside or outside his or her unit in a manner that encourages vermin or insects, causes odors or may permit the spread of fire. Before discarding coals, ashes, logs or other materials used in barbecue grills or fireplaces, resident shall ensure that the debris is thoroughly extinguished.

3. Excess Trash

Boxes and large objects should be crushed or broken down. Resident shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

SECTION J PETS

1. Subject to Rules

A resident may not keep or permit in the community a pet or animal of any kind, at any time, except as permitted by these Rules and the governing documents.

2. Permitted Pets

Subject to these Rules, a resident may keep in his or her unit not more than three house pets. Permitted house pets include domesticated dogs, cats, caged birds and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped residents, regardless of the animal's size or type.

3. Prohibited Animals

No resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog or any other animal deemed by the Board to be a potential threat to the well being of people or other animals. No animal or house pet may be bred or maintained for a commercial purpose, or kept outside.

4. Indoors/Outdoors

A permitted pet must be maintained inside the unit. No pet is allowed on general common elements unless carried or leashed. No pet may be leashed to any stationary object on the common elements or in front of his or her unit.

5. Disturbance

Pets shall be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of his or her unit or the common elements. No pet shall be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time.

6. Damage

Resident is responsible for any property damage, injury or disturbance his or her pet may cause or inflict. Resident shall compensate any person injured by his or her pet. Any resident who keeps a pet in the community shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other owners and residents, from any loss, claim or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet in the community.

7. Pooper Scooper

No resident may permit his or her pet to relieve itself in the community, except in areas designated by the Board for this purpose. Resident is responsible for the removal of his or her pet's waste from the common elements. The Board may levy a fine against a unit and its owner each time feces are discovered on the common element and attributed to an animal in the custody of that unit's resident.

8. Removal

If a resident's pet violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbances or noises, the resident or person having control of the animal shall be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the resident, upon written notice from the Board, may be required to remove the animal from the community. Each resident agrees to permanently remove his or her violating animal from the community within ten (10) days after receipt of a removal notice from the Board.

**SECTION K
MISCELLANEOUS**

1. Security

The Association may, but shall not be obligated to, maintain or support certain activities within the community designed to make the community less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents and employees, shall not in any way be considered an insurer or guarantor of security within the community and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each owner, resident, guest and invitee in the community assumes all risk for loss or damage to his or her person, to his or her unit, to the contents of his or her unit, and to any other of his or her property within the community. The Association expressly disclaims and disavows any and all representatives or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken with the community.

2. Right to Hearing

An owner may request in writing a hearing with the Board regarding an alleged breach of these Rules by the owner or a resident of the owner's unit. The Board will schedule a hearing within 30 days of receiving the owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

3. Mailing Address

An owner who receives mail at an address other than the address of his or her unit shall be responsible for maintaining with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices sent to owners by the governing documents shall be sent to an owner's most recent address as shown on the records of the Association. If an owner fails to provide a forwarding address, the address of that owner's unit shall be deemed effective for purposes of delivery.

4. Revision

These Rules are subject to being revised, replaced, or supplemented. Owners and residents are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until ten (10) days after the Association mails notices of an amendment or revocation of these Rules to an owner of each unit.

5. Other Rights

These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Articles of Incorporation and/or the laws of the State of Texas or the City of Euless.

6. Effective Date

These Rules are the initial Rules of the Newport Villas Homeowner's Association.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Initial Rules of the Newport Villas Property Owners' Association, a Texas nonprofit corporation, as adopted by the initial Board of Directors at its' Organizational Meeting on the 30th day of December, 2003.

IN WITNESS WHEREOF, I hereunto set my hand this the 30th day of December, 2003.

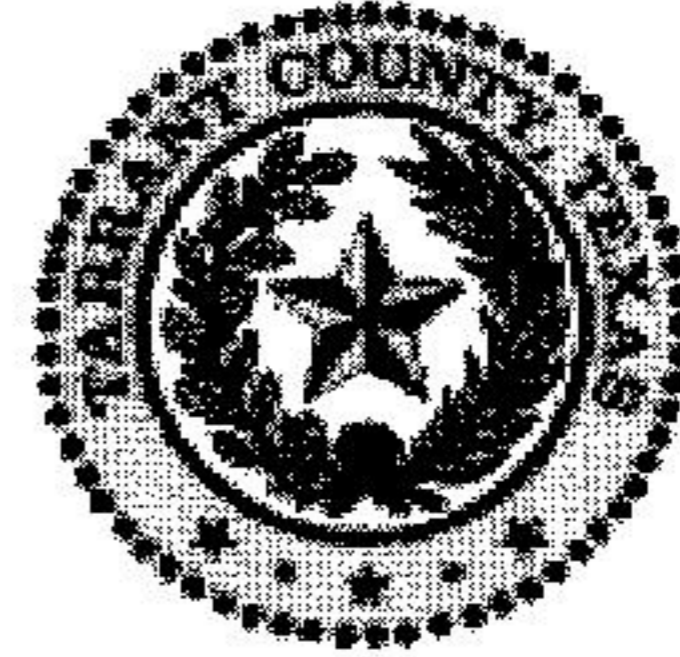
NEWPORT VILLAS PROPERTY OWNERS' ASSOCIATION

By: Mary Giles
Secretary

Printed: Mary Giles

By: Sarah Young
President

Printed: Sarah Young



RIDDLE AND WILLIAMS PC
2811 TURTLE CREEK BLVD
SUITE 1050
DALLAS TX 75219

Submitter: RIDDLE AND WILLIAMS PC

SUZANNE HENDERSON
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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.