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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SUNSET OAKS ADDITION
FORT WORTH, TARRANT COUNTY, TEXAS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "this Declaration"), is made on and is effective this 17th day of April, 1998, by KAUFMAN AND BROAD OF TEXAS, LTD., a Texas limited partnership (hereinafter referred to as "Declarant"). Declarant is joined in this Declaration by the current Lot Owners, if any, so as to evidence their approval, joinder and consent to the imposition of these covenants, conditions and restrictions onto their property.

WITNESSETH:

REFERENCE is hereby made to the Declaration of Covenants, Conditions and Restrictions, Sunset Oaks Addition, Fort Worth, Tarrant County, Texas, recorded in Volume 12656, Page 1493, Real Property Records of Tarrant County, Texas ("Original Declarations");

WHEREAS, all rights and obligations of Tandem Resources, Inc. as Declarant under the Original Declarations were assigned to Declarant by a written instrument expressly assigning such rights and filed of record in the Real Property Records of Tarrant County, Texas;

WHEREAS, Declarant and the undersigned current Lot Owners are currently the owners of all of the real property referred to in Article II of the Original Declarations and this Declaration and desire to create thereon a residential community;

WHEREAS, Declarant and the undersigned current Lot Owners desire to provide for the preservation of the values and amenities in said community; and to this end, desire to subject said real property referred to in Article II to the Covenants, Conditions and Restrictions hereinafter set forth and the easements hereinafter described, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, in accordance with Article XI, Section 2 of the Original Declarations, Declarant and the undersigned current Lot Owners hereby fully amend and restate the Original Declarations and hereby declare that, as of the effective date set forth above, the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article III hereof, is and shall be owned, held, mortgaged, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges, assessments, and liens (sometimes collectively referred to as either "Covenants and Restrictions" or "this Declaration") hereinafter set forth. To better assure the proper operation and functioning of Sunset Oaks Homeowners' Association and to promote the quality of life within Sunset Oaks Addition, the Declarant and the undersigned Lot Owners further declare that:

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any amendment to this Declaration or any Supplemental Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Properties" shall mean and refer to all of the existing real property and any additions thereto which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration or any amendment or supplement thereto.

(b) "Lot(s)" shall mean and refer to any plot(s) or tract(s) of land shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Properties, as amended from time to time, which is designated as a Lot therein and upon which a residential dwelling may be constructed in conformity with the building restrictions herein set forth, together with any and all improvements that are now or may hereafter be constructed thereon. As of the date of the making of this Declaration, there are a total of eighty (80) Lots contained within the four (4) blocks of Sunset Oaks Addition as described in Exhibits "A" and "B" attached hereto.

(c) "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgagee or trustee under the Deed of Trust unless and until such mortgagee or trustee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(d) "Declarant" shall mean and refer to Kaufman and Broad of Texas, Ltd., its successors and any assignee other than an Owner, who shall receive by assignment from said Kaufman and Broad of Texas, Ltd., all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee. No Person merely purchasing one or more Lots from Kaufman and Broad of Texas, Ltd. in the ordinary course of business shall be considered a "Declarant".

(e) "Association" shall mean and refer to Sunset Oaks Homeowners' Association, Inc., a Texas non-profit corporation, its successors and assigns, which has the power, duty and responsibility of maintaining and administering certain portions of the Properties and all of the Common Properties, administering and enforcing the Covenants and Restrictions, and otherwise maintaining and enhancing the quality of life within Sunset Oaks Addition and such other property as may hereafter be added and subjected to this Declaration pursuant to Article III hereof.

(f) "Board of Directors" shall mean and refer to the Board of Directors of Sunset Oaks Homeowners Association, a Texas non-profit corporation, its successors and assigns.

(g) "Common Properties" shall mean that portion of the Properties, whether owned by Declarant or the Association, for the common use and enjoyment of the Owners, together with any and all improvements that are now or that may hereafter be constructed thereon. "Common Properties" also mean and refer to any and all areas of land within the property referred to in Article II of this Declaration, which are known, described or designated as "CP", private street, entry gate, walls, common green, common areas, recreational easements, green belts, or open spaces on any recorded subdivision plat of the Properties referred to in Article II of this Declaration, or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that may be constructed or installed thereon, and including the wall constructed along Bridgewood Drive and all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties. The Common Properties now within the Properties referred to in Article II of this Declaration generally consist of private streets and utility easements, gate structures, grassed medians or cul-de-sacs, and open spaces.

(h) "Member(s)" shall mean and refer to each Owner of a Lot.

(i) "Person" shall mean, refer to, and include a natural person, corporation, partnership, limited liability company, or other form of legal entity.

(j) "Trustee" shall mean and refer to that certain individual(s) or entity(ies) designated or appointed from time to time and at any time by the Association to perform the duties and responsibilities described within Section 9 of Article VI below and such individual(s) or entity(ies) successors and assigns. The initial Trustee shall be Gary W. Gentz.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real properties which are, and shall be, owned, held, mortgaged, transferred, sold, conveyed and occupied subject to this Declaration (hereinafter defined as "Properties") are located in Sunset Oaks Addition in Fort Worth, Tarrant County, State of Texas, and are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes and which are also described on the Plat identified as Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

ARTICLE III ANNEXATION AND WITHDRAWAL OF PROPERTY

Section 1. The Declarant shall have the unilateral right, privilege and option at any time until all property described in Exhibits "A" and "B" attached hereto has been sold by Declarant or Declarant's assignee to Owners or December 31, 2020, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property adjacent to the real property described in Exhibits "A" and "B" attached hereto. The Declarant shall have the unilateral right to transfer to any other Person the right, privilege and

option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" and "B" attached hereto and that such transfer is memorialized in a written, recorded instrument executed by the Declarant. Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the Real Property Records of Tarrant County, Texas. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property to be annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Section 2. Subject to the consent of the owner thereof, the Association may annex real property adjacent to the Properties following the expiration of the right in Section 1 and subject it to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the votes of the Association represented at a meeting duly called for such purpose and the consent of the Declarant, so long as Declarant owns property subject to this Declaration or any real property adjacent to the real property described in Exhibits "A" and "B" attached hereto.

Annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Real Property Records of Tarrant County, Texas. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, by the owner of the property being annexed, and by the Declarant, so long as Declarant owns property subject to this Declaration or any real property adjacent to the real property described in Exhibits "A" and "B" attached hereto. Any such annexation shall be effective upon filing unless otherwise provided therein.

Section 3. The Declarant reserves the right to amend this Declaration unilaterally at any time so long as it owns the property adjacent to the real property described in Exhibits "A" and "B" attached hereto, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

Section 4. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants, conditions, restrictions, easements, charges, assessments, and liens, including covenants obligating the Association to maintain and insure such property on behalf of Owners. Such additional covenants, conditions, restrictions, easements, charges, assessments, and liens shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.

Section 5. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibits "A" and "B" attached hereto or any property adjacent to the real property described in Exhibits "A" and "B" attached hereto.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. The Board of Directors may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full. No Owner, whether one or more Persons, shall have more than one membership per Lot owned. In the event a Lot is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 2 of this Article IV and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights and privileges of an Owner who is a natural person may be exercised by either the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

Section 2. The Association shall have two classes of membership, Class "A" and Class "B", if any.

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member. Except as provided below, Class "A" Members shall be entitled to one equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one vote per Lot.

In any situation where a Member is entitled personally to exercise the vote for his Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such written advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it and shall not be considered for any purpose whatsoever at that meeting.

(b) Class "B". The sole Class "B" Member shall be the Declarant. Some of the rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. The Class "B" Member shall be entitled to ten (10) votes for each Lot owned by the Class "B" Member. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board of

Directors and/or any Committee which, in the judgment of the Class "B" Member, would tend to impair the rights of the Declarant or builders under this Declaration or interfere with development, construction of any portion of the Properties, or diminish the level of services being provided by the Association.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) two (2) years after expiration of the Class "B" Control Period as specified in Article IV, Section 2(d) of this Declaration; or

(ii) December 31, 2020; or

(iii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

(c) Subject to the Class "B" Member's right to disapprove, the Board of Directors may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws of the Association, as it deems advisable, for: any meeting of Members; proof of membership in the Association; the status of good standing of Members; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and votes as the Board of Directors shall deem fit.

(d) The affairs of the Association shall be managed initially by a Board of three (3) persons appointed by the Class "B" Member until ninety percent (90%) of the total number of Lots shown on (i) the subdivision plat for Sunset Oaks Addition, Phase I, recorded in Cabinet A, Slide 2264 of the Plat Records of Tarrant County, Texas, as amended from time to time, and (ii) the subdivision plat of all other real property annexed and subjected to this Declaration by Declarant pursuant to Article III, Section 1 of this Declaration, have Certificates of Occupancy issued thereon and have been conveyed to persons other than builders, this point in time being the expiration of the Class "B" Control Period. Within ninety (90) days after expiration of the Class "B" Control Period, the number of Directors shall increase to five (5), and the Association shall call a special meeting at which Members representing the Class "A" Members shall be entitled to elect three (3) of the five (5) Directors, who shall serve as at-large Directors. The remaining two (2) Directors shall be appointees of the Class "B" Member, if any. If no Class "B" Member exists, the remaining two Directors shall be elected by the Class "A" Members. The Directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member, if any, and shall serve until the first annual meeting following the expiration of the Class "B" Control Period. If such annual meeting occurs within ninety (90) days after expiration of the Class "B" Control Period, this subsection shall not apply, and Directors shall be elected in accordance with the following paragraph.

At the first annual meeting of the Membership after the expiration of the Class "B" Control Period, the Directors shall be selected as follows: five (5) Directors shall be elected by the Members representing Class "A" and Class "B" Members. Three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

(e) Quorum, notice and voting requirements of and pertaining to the Association may be set forth within the Articles of Incorporation and/or the Bylaws of the Association, as either or both may be amended from time to time, and shall be in accordance with permitted Texas law.

ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them on such Lot, shall have a non-exclusive right and easement of use, recreation and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Lot, provided, however, such easement shall not give any Member or any tenant of any Member who resides on a Lot or any individual who resides with either a Member or a tenant of the Member the right to make alterations, additions or improvements to the Common Properties.

Section 2. Declarant will hold record title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 1 hereof. Declarant shall have the right and option without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Fort Worth, to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape, and maintain the Common Properties. At some point in time deemed reasonable and appropriate by Declarant, Declarant will convey title to the Common Properties to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Common Properties which may be permitted by law in order to reduce property taxes.

Section 3. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:

(a) The right of Declarant or the Association to prescribe reasonable regulations (e.g., speed limits on the streets and limitations on parking on or in the streets) and policies governing, and to charge fees, assessments and/or deposits related to the use, operation and maintenance of the Common Properties;

(b) Liens or mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by Declarant to develop and improve the Properties or Common Properties or by the Association to improve or maintain the Common Properties;

(c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing management, maintenance or such other materials or services consistent with the purposes of the Association and/or this Declaration;

(d) The right of Declarant or the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of Declarant or the Association to suspend the voting rights of any Member and to suspend the right of any Member or individual to use or enjoy any of the Common Properties for any period during which any assessment (including, without limitation, fines) against a Lot resided upon by such Member or individual remains unpaid, or during which non-compliance with this Declaration exists, and otherwise for any period deemed reasonable by the Association for an infraction of the then-existing rules and regulations, including rules, regulations, guidelines, and decisions of the Architectural Control Committee, provided, however, nothing herein shall authorize the Declarant or the Association to limit ingress and egress to or from a Lot;

(f) The unilateral right of Declarant to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, governmental authority or utility company for such purposes and upon such conditions as may be designated by Declarant through and until the period ending April 1, 1999, and, thereafter, upon such conditions as may be agreed upon by Members having a majority of the outstanding eligible votes of the Association;

(g) The right of Declarant and/or the Association to convey, sell or lease all or part of the Common Properties upon such terms and conditions as may be agreed upon by Members having a majority of the outstanding eligible votes of the Association; and

(h) The right of Declarant or the Association to enter into and execute contracts with the owner/operators of any community antenna television system or other similar operations for the purpose of extending cable or utility service on, over or under the Common Properties to ultimately provide service to one or more of the Lots.

Section 4. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or Zoning Ordinance or which would result in the cancellation of or the increase of premiums for any insurance carried by the Association or which would be in violation of any law or any rule or regulation promulgated by the Board of Directors.

Section 5. Each Member shall be liable to the Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Member or his family and/or guests.

Section 6. All Members shall abide by any rules and regulations adopted by the Board of Directors. The Board of Directors shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys' fees.

Section 7. The streets within the Properties are "private" and constitute a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article, the Board of Directors are specifically authorized to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the streets covering items such as (but not necessarily limited to):

- (a) Identification and entry programs for Owners, Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
- (b) Speed limits, designated parking areas, restricted parking areas, and no-parking areas;
- (c) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) A "fines" system through which the Association can levy and collect fines from its Members and Owners for violations of the applicable rules and regulations; and
- (e) Disclaimers of liability for any and all matters or occurrences on or related to the Common Properties.

Section 8. NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION TO THE CONTRARY, SO LONG AS DECLARANT OWNS ANY LOT SUBJECT TO THIS DECLARATION, DECLARANT SHALL HAVE COMPLETE CONTROL OF THE ACCESS GATE(S) TO THE PROPERTIES AND SHALL BE ENTITLED TO ESTABLISH THE HOURS OF OPERATION OF SAID ACCESS GATE(S), INCLUDING PROVIDING THAT SAID ACCESS GATE(S) SHALL REMAIN OPEN FROM DAWN UNTIL DUSK SEVEN (7) DAYS A WEEK.

ARTICLE VI
COVENANTS FOR ASSESSMENTS

Section 1. Each Lot Owner within the Properties hereby covenants and agrees by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association:

- (a) annual assessments or charges,
- (b) special group assessments for capital improvements or unusual or emergency matters, such special assessments to be established and collected as hereinafter provided, and
- (c) special individual assessments authorized by Article VIII, Section 4, Article IX, Section 1, and Article XI, Section 9 of this Declaration. Annual assessments may include assessments for capital improvements.

The aforesaid assessments, together with late charges, interest, costs of collection and reasonable attorney's fees incurred by the Association in connection with the aforesaid assessments and/or the collection of such assessments, shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made and shall also be the continuing personal obligation of the Person who is the Member and/or Owner of such Lot at the time when the assessment fell due. Each Owner of each Lot shall be directly liable and responsible to the Association for the acts, conduct and omission of each and every Member and person associated with the Lot, including residents, tenants and family members on such Owner's Lot. Each Owner, by acceptance of a deed to any portion of the Properties, hereby expressly grants to and vests in Declarant, the Board of Directors or its agents the right and power to bring all actions against Owner personally for the collection of such charges and assessments as a debt, and to enforce the liens securing payments of all assessments, charges, fines, costs of collection and reasonable attorney's fees by all methods available for the enforcement of such liens, including non-judicial and judicial foreclosures.

Section 2. The assessments levied by the Association shall be used for the purposes of (i) promoting the comfort, health, recreation, safety, convenience, welfare and quality of life of the residents of the Properties, (ii) improving and maintaining property, services and facilities directly related to the use and enjoyment of the Common Properties and operation of the Association, including, but not limited to: the payment of taxes and insurance, if any, on the Common Properties; the payment for the repair, replacement and additions of various items within the Common Properties; the payment for the costs of labor, equipment and materials for management and supervision of the Common Properties; carrying out of the duties of the Board of Directors; carrying out the other various matters set forth or envisioned herein wherein any amended Declaration relating hereto; and for any matter or thing designated by the City of Fort Worth, Texas in connection with any zoning, subdivision, platting, building, development or occupancy requirements. The items and areas described are not intended to be exhaustive but merely illustrative.

Section 3. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special group assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Properties, including fixtures and personal property related thereto, or for any unusual or emergency matters (including, without limitation, those matters arising out of litigation and/or judgments), provided that any such assessment shall have the consent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days but not more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting.

Section 4. Until and unless otherwise determined by the Board of Directors, the maximum annual assessment, excluding special group assessments and special individual assessments made pursuant to Article VIII, Section 4, Article IX, Section 1, and Article XI, Section 9 of this Declaration, shall be \$50.00 per Lot per month, except that Lots, while owned by Declarant, shall not be charged with any portion of any assessment. The Board of Directors may establish the maximum monthly assessment for each Lot, provided that the maximum monthly assessment may not be increased more than fifteen percent (15%) above the maximum monthly assessment for the previous twelve (12) months, unless otherwise approved by the Members of the Association in the manner provided in Section 3 of Article VI herein. After consideration of current maintenance costs and the future needs of the Association, the Board of Directors may fix the actual monthly assessments at an amount equal to or less than the then-existing maximum monthly assessment. The Board of Directors may prescribe from time to time that the annual assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and, accordingly, the Board of Directors shall prescribe the appropriate due dates. All annual assessments shall be collected in advance. The due date or dates of any other assessments or special assessments shall be fixed in the respective resolution authorizing such assessment.

Section 5. In the event of a revision to the amount or rate of the assessment, or establishment of a special group or individual assessment, the Board of Directors shall fix the amount of the assessment against each Lot, and the applicable due dates for each assessment, at least sixty (60) days in advance of such date or period, and the Board of Directors shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association. Written notice of the applicable assessment shall thereupon be delivered or mailed to every Owner subject thereto in accordance with the procedures then determined by the Board of Directors as being reasonable and economical. The Board of Directors shall upon reasonable demand furnish, within a time deemed reasonable by the Board of Directors, 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. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificate.

Section 6. The following Properties otherwise subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All Properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Properties as defined in Article I hereof; and
- (c) Any and all areas which may be reserved by the Declarant on the recorded plat(s) of the Properties; and
- (d) Any and all Lots while owned by Declarant.

Section 7.

(a) Effective as of, and from and after the filing and recordation of this Declaration, there shall exist a self-executing and continuing contract Payment and Performance Lien and equitable charge on each Lot to secure the full and timely payment of each and all assessments and all other charges and monetary amounts and performance obligations due hereunder. Such lien shall be at all times superior to any claim of homestead by or in any Owner. If any assessment, charge or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment, charge or fine shall (after the passage of the stated grace period, if any) be considered delinquent and shall, together with interest thereon at the highest lawful rate of interest per annum and a one-time late charge and costs of collection thereof, become a continuing debt secured by the self-executing Payment and Performance Lien on the Lot of the non-paying Owner(s)/Member(s) which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Association shall have the right to reject partial payments of an unpaid assessment or other monetary obligation and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the Lot. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner;

(b) The Association may also give written notification to the holder(s) of any mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment, charge or fine, particularly where the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage, a reasonable supply of self-addressed postage prepaid envelopes, and a written request to receive such notification;

(c) If any assessment, charge or fine or part thereof is not paid when due, the Association shall have the right and option to impose a late charge (but only to the extent permitted by applicable law) to cover the additional administrative costs involved in handling the account. The unpaid amount of any such delinquent assessment, charge or fine shall bear interest from and after the date when due at the highest lawful rate of interest per annum until fully paid. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments, charges, fines and delinquent accounts, and there shall also be added to the amount of any unpaid assessment, charge, fine or any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association;

(d) The Association may, at its discretion but subject to all applicable debt collection statutes:

(i) prepare and file a lien affidavit in the public records of Tarrant County, Texas which specifically identifies the unpaid assessments, charges or fines; and

(ii) publish and post, within one or more locations within the Properties, a list of those individuals or entities who are delinquent and, if applicable, their suspended use and enjoyment of the Common Properties until and unless the delinquency has been cured to the reasonable satisfaction of the Association. Each Owner consents to these procedures and authorizes the Board of Directors to undertake such measures for the general benefit of the Association;

(e) All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Association and/or Declarant or for the payment or performance of any covenant or obligation contained herein or in any other document exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association and/or Declarant should ever receive an amount deemed interest by applicable law which shall exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the actual assessment amount without any interest added thereto or principal amount owing hereunder and any other indebtedness of the Owner to the Association and/or Declarant and not to the payment of interest. If such excessive interest exceeds the unpaid balance of the actual assessment hereof and such other indebtedness, the excess shall be refunded to Owner. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the interest charged, collected or received on account of such indebtedness is never more than the maximum amount permitted by

applicable law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between any Owner and the Association and/or Declarant.

Section 8. The lien described within the preceding section is and shall be a contract Payment and Performance Lien. Each Owner, for the purpose of better securing each and all monetary obligations described within these Covenants and Restrictions, and in consideration of the benefits received and to be received by virtue of the ownership of real estate within Sunset Oaks Addition, as described in Exhibits "A" and "B" attached hereto and any additional property added to this Declaration pursuant to Article III of this Declaration, has granted, sold and conveyed and by these covenants does grant, sell and convey unto the Trustee, such Owner's Lot. To have and to hold such Lot, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to its substitutes or successors, forever. And each Owner does hereby bind himself and/or herself, their heirs, executors, administrators and assigns to warrant and forever defend the Lot unto the said Trustee, its substitutes or successors and assigns, forever, against the claim, or claims of all persons claiming or to claim the same or any part thereof.

This conveyance is made in trust to secure payment of each and all assessments and other obligations prescribed by these Covenants and Restrictions to and for the benefit of the Association as the Beneficiary. In the event of default in the payment of any obligation hereby secured, in accordance with the terms thereof, then and in such event, Beneficiary may elect to declare the entire indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured due and payable (subject, however, to the notice and cure provisions set forth in Section 51.002 of the Texas Property Code as then amended), and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or its successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the Lot then subject to the lien hereof, and mailing and filing notices as required by Section 51.002, Texas Property Code as then amended, and otherwise complying with that statute, the Trustee shall sell the Lot, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the Lot as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding upon the Owner(s), his heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) of the bid to itself, which commission shall be due and owing in addition to the attorney's fees provided for, and then to Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on said indebtedness secured hereby, rendering the balance of the sales price, if any, to the Owner(s), his heirs or assigns and/or to any other lienholders (if so required by applicable law); and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been

performed, and such sale and conveyance shall be conclusive against the Owner(s), his heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or its substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said indebtedness, and for the foreclosure of this contract Payment and Performance Lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this contract lien, that it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, its substitute or successor to sell the Lot in accordance with the provisions of this section. Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Lot, and to have the amount for which such Lot is sold credited on the debt then owing. Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said Lot is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein. In the event any sale is made of the Lot, or any portion thereof, under the terms of this section, the Owner, his heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of his failure to do so, he shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of his failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated. The foreclosure of the continuing contract lien on any one or more occasions shall not remove, replace, impair or extinguish the same continuing lien from securing all obligations arising from and after the date of foreclosure.

Section 9. The lien securing the payment of the assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(a) Bona-fide first mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Lot, in which event the Association's lien shall automatically become subordinate and inferior to such first lien;

(b) Liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and

(c) Such other liens about which the Board of Directors may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided, however, such subordination shall apply only to:

(i) the assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien;

(ii) the permitted lien on the Lot alone and not on or to any easement appurtenant for use and enjoyment of the Common Properties. Such sale shall not relieve such Lot from liability for the amount of any assessment thereafter becoming due nor from the lien of any such subsequent assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay assessments and/or to hinder the Association in performing its functions hereunder.

VII SECURITY

The Declarant or the Association may, but shall not be obligated to, maintain or support certain activities within the Properties which the Declarant or the Association hopes will make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, NOR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. ALL OWNERS AND OCCUPANTS, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT ANY ACTIONS TAKEN BY THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, OR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS ARE NOT DESIGNED OR INTENDED TO REPLACE THE CONVENTIONAL POLICE AND FIRE PROTECTION AND PARAMEDICAL SERVICES AVAILABLE FROM THE CITY OF FORT WORTH OR TO REPLACE PRECAUTIONS OR ACTIONS WHICH THE OWNERS AND OCCUPANTS AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER COULD TAKE OR SHOULD TAKE TO KEEP THEM AND THEIR PROPERTY SAFER THAN THEY OTHERWISE MIGHT BE. NEITHER THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, NOR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, AND ANY

OF THEIR AGENTS, EMPLOYEES OR SERVANTS DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, OR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE; NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. ALL OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, OR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS ARE NOT INSURERS. ALL OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO THEIR PROPERTY, INCLUDING, BUT NOT LIMITED TO, THEIR RESIDENCES, AND TO THE CONTENTS OF THEIR RESIDENCES AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, OR ANY OF THE AGENTS, EMPLOYEES OR SERVANTS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT OR ANY TENANT, GUEST OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, NOR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS WARRANT, REPRESENT, OR GUARANTEE THAT ANY ACTIVITY IN WHICH IT ENGAGES ARE SUFFICIENT AND ADEQUATE TO DIMINISH OR ELIMINATE THE COMMISSION OF CRIMES AGAINST PERSONS OR PROPERTY OR THAT SUCH ACTS WILL NOT BE ATTEMPTED OR ACTUALLY OCCUR WITHIN THE PROPERTIES. FURTHER, THE OWNERS AND OCCUPANTS, TENANTS AND GUESTS, AND ALL INVITEES OF ANY OWNER ACKNOWLEDGE, UNDERSTAND AND AGREE WITH THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, OR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS THAT THEY HAVE A DUTY AND OBLIGATION TO TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THEMSELVES AND THEIR PROPERTY FROM CRIMINAL ACTIVITY, DAMAGE, AND LOSS REGARDLESS OF THE ACTIONS OR OMISSIONS OF THE ASSOCIATION, THE BOARD OF DIRECTORS, THE

ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT, OR ANY OF THEIR AGENTS, EMPLOYEES OR SERVANTS.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES

Section 1. The Association, acting through its Board of Directors or its duly authorized agent, shall have the authority to and may obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Properties to the extent that the Association has assumed responsibility for maintenance, repair and/or replacement thereof in the event of a casualty for the interest of the Association, its Board of Directors, officers, managers, agents, and employees and all of the Members of the Association. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief, may be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured peril.

The Board of Directors also may obtain a public liability policy insuring the Association, its Board of Directors, and employees, agents, and servants for all damage or injury caused by their negligence while acting on behalf of the Association. The public liability policy may have a One Million Dollar (\$1,000,000.00) combined single limit as respects bodily injury and property damage, and a Three Million Dollar (\$3,000,000.00) limit per occurrence and in the aggregate, or have such other policy amounts as determined by the Board of Directors.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage obtained by the Board of Directors. In the event of an insured loss, the amount of the deductible shall be included in an assessment by the Board of Directors. However, if the Board of Directors reasonably determines, after notice and an opportunity to be heard in accordance with Article III, Section 22 of the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Lot Owners, then the Board of Directors may specifically assess the full amount of such deductible, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, and shall be a continuing lien upon such Lot, against such Owner(s) and their Lot.

All insurance coverage obtained by the Board of Directors, whether obtained on behalf of the Association, shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A. W. Best Company, Inc., if reasonably available or, if not available, the most nearly equivalent rating which is available.

(b) All insurance shall be written in the name of the Association as trustee for the benefited parties. Policies on the Common Properties shall be for the benefit of the Association and its Members.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees.

(e) All property insurance policies may have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it also may have an agreed amount endorsement. The Association may arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, one of whom may be in the real estate industry and familiar with construction in the Tarrant County, Texas area.

(f) The Board of Directors may secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association, its Board of Directors, officers, employees and its manager, the Owners and their tenants, servants, agents and guests, and Declarant and its servants, employees and agents;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended or subjected to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which it may be cured by the Association, its manager, any Owner or Mortgagee;

(v) a statement that any "other insurance" clause in any policy excludes individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification or nonrenewal.

In addition to other insurance described in this Section, the Association may obtain worker's compensation insurance, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also may obtain a fidelity bond or bonds, if reasonably available, covering all persons responsible for handling Association funds. The amount of fidelity coverage may be determined in the Board of Directors' best business judgment, but, if reasonably available, may be more than one-sixth (1/6) of the Annual Assessments on all Lots plus reserves on hand. Bonds may contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

Regardless of anything contained in Article VIII, Section 1 of this Declaration to the contrary, the Association shall have the right and option to purchase, carry and maintain in force insurance in such amounts and with such endorsements and coverage as shall be deemed appropriate by the Board of Directors.

If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special group assessment as provided for in Article VI of this Declaration to cover the deficiency.

Section 2. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on the Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Articles VII, IX, and XII of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and thereafter shall maintain the Lot in a neat and attractive, landscaped condition consistent with the standard of the Properties (herein referred to as the "Community-Wide Standard") and the approval of the Architectural Control Committee. The Owner shall pay for any costs of repair or reconstruction which are not covered by insurance proceeds.

In addition, each Owner shall be liable for the cost and expense of any repair or replacement of Common Properties resulting from damage thereto caused by said Owner or any occupant, tenant, guest, licensee or invitee of said Owner.

Section 3.

(a) Immediately after damage or destruction by fire or other peril to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which

it existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Properties shall be repaired or reconstructed unless Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. However, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Properties shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the Common Properties shall not be repaired or reconstructed and no alternative improvements are authorized, the affected portion of the Properties shall be cleared of all debris and ruins. Thereafter, the Properties shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 4. If the insurance proceeds are insufficient to defray the costs of repairing or reconstructing the damage to the Common Properties, the Board of Directors may, without the necessity of a vote of the Members, levy a special assessment against those Lot Owners responsible for the damage in an amount equal to the sum of the reasonable costs of repairing or reconstructing the damage not covered by insurance proceeds available to the Association plus the deductible under the insurance policy.

ARTICLE IX PROTECTIVE COVENANTS

Section 1. The Properties (and the improvements situated thereon) shall be occupied and used as follows:

(a) Each Lot shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium, doctor's office, multiple-family dwelling, or any other non-single family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part hereof. No improvement or structure whatever, other than a first-class private dwelling house, patio walls, swimming pool, garage, servant's quarters or guest house may be erected, placed or maintained on any Lot. Notwithstanding the foregoing or anything contained elsewhere in this instrument to the contrary, during the period of construction and sale of improvements on the Lots, a homebuilder or homebuilding company may

use the Lots for all activities it determines are necessary, convenient or incidental to its construction and sales activities, including, without limitation: the right to carry on sales and promotional activities; the right to place signs advertising its homes for sale; and the right to construct and operate or place on the Lots, construction trailers, model residences, and information and sales offices.

(b) No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Rubbish, trash, garbage or other waste material shall not be placed outside at a location visible from the street for city collection more than twelve (12) hours prior to the scheduled collection time.

If after ten (10) days from the date written notice is mailed to an Owner that the Owner is in violation of this portion of this Declaration, the Owner fails to: (i) control weeds and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris, or other unclean, untidy or unsightly condition, then Declarant or the Board of Directors or their agents, employees, servants or contractors shall have the authority and right to go onto said Lot for the purpose of cleaning said Lot and shall have the authority and right to assess and collect from the Owner of such Lot a sum not to exceed five hundred dollars (\$500.00) for cleaning said Lot on each respective occasion of such cleaning. The assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any costs of collection thereof, including attorneys' fees, court costs, and expenses, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including attorneys' fees, court costs, and expenses, shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment and charges shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

(c) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties, except that dogs, cats or other usual non-exotic household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance or disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

(d) No sign of any kind shall be displayed to the public view on or from any part of any Lot, except signs, temporarily used by Declarant or any Owner, of not more than five (5) square feet, advertising the Lot for sale or rent, or signs of architects and builders during the period of construction and sale of improvements on the Lots.

(e) The front yards of all Lots shall be sodded and landscaped within sixty (60) days of completion of a residence.

(f) All Lots shall be served only with double box mail boxes, as approved by the Architectural Control Committee, located at the adjoining property line, as long as permitted by the United States Postal Service.

(g) No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may become an annoyance or a nuisance to the neighborhood.

(h) No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements, and then such material must be placed within the property lines of the Lot, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and the building line.

(i) No boats, trailers, mobile homes, vehicles, motorcycles or trucks shall be permitted to park on the streets overnight, nor may any of the preceding be parked in the driveway continuously for periods longer than seventy-two (72) consecutive hours.

(j) No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the Properties, nor shall oil or gas wells, tanks, tunnels, mineral excavations of any kind or shafts be permitted upon or in any of the Properties. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any of the Properties.

Section 2. The floor area of the main dwelling constructed on any Lot, exclusive of open porches and garages, shall not be less than 1,200 square feet.

The exterior walls of any residence shall consist of not less than fifty percent (50%) masonry construction. All roofs shall be constructed of composition shingles guaranteed for twenty (20) years or better.

Garages may be attached or detached and may front either the street, side, or be of rear entry style.

Section 3. No residential structure shall be erected or placed on any Lot which has a minimum Lot width and size less than that shown on the recorded plat; provided, however, that Declarant may revise the width and size of any Lot or Lots which it owns, any such revision to be indicated upon a supplemental plat filed of record, within limitations of the then applicable city ordinances and zoning regulations of the City of Fort Worth, Texas.

Section 4. All streets, easements, and Common Properties ("CP") shown on the recorded plat of the Properties attached hereto as Exhibit "B" have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever in these easement areas,

nor may an Owner use the surface of an easement area for any private use. With respect to these easement areas, as well as any other areas described within recorded easement documents, and the Common Properties, any and all bona fide public utility service companies (including, but not limited to, Southwestern Bell Telephone Company, Lone Star Gas Company, TU Electric, and the cable television company) shall have the right of access, ingress, egress, regress and use of the surface estate for the installation and maintenance of utility facilities.

Section 5. No structure of a temporary character, mobile or motor home, trailer, including boat trailer, basement, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, twenty (20) feet from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or any alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 7. A motor boat, house boat or other similar waterborne vehicle or recreational vehicle shall be maintained, stored or kept on any parcel of property covered by this Declaration only if housed completely behind a solid fence located behind the building line, such that the motor boat, house boat or other similar waterborne vehicle or recreational vehicle is stored in such a manner as to not be visible from the street.

Section 8. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the Property. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City of Fort Worth. No chain link fences or other wire type fences shall be erected on any lot so as to be visible from the front, side or rear of the Lot. Wood fencing approved by the Architectural Control Committee will be allowed to extend from the outer perimeter of a dwelling to the side or rear property lines. All fencing shall: (i) be of wood material and present a solid, board on board, facing (i.e., picket type fencing or other staggered spacing type fencing is not permitted); (ii) have a minimum height of six (6) feet; (iii) have slats measuring between four (4) and six (6) inches wide which are installed vertically only (not horizontally or diagonally); and (iv) not be painted or stained on any surface which is visible from any street, alley or adjoining Lot; provided, however, a clear stain that does not add a color to the wood may be used. Notwithstanding the foregoing, with the prior approval of Declarant chain link fences shall temporarily be allowed for security purposes during construction of residences on any Lot and during the development of any Properties subject to this Declaration.

Given the great variety of potential fencing and screening configurations and materials, it is understood that the fencing restrictions contained in this Section 8 may not be exhaustive; therefore, no fence, wall or hedge on any Lot shall be erected, placed, altered, painted or stained without the prior written approval of the Architectural Control Committee. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, at its sole discretion, permit the construction of fences or walls which are in variance with the provisions of this Section 8 where, in the sole opinion of the Architectural Control Committee, the fence or wall is an integral part of the architectural style or design of the home.

Section 9. Antennae and satellite dishes shall be maintained below any applicable fence line so as to not be visible from the ground level of adjoining Lots and otherwise maintained in the attic of a dwelling constructed on a Lot or in an area screened from public view to the maximum extent possible. Satellite dishes greater than 24" in diameter may be constructed only if specific screening plans are submitted to and approved by the Architectural Control Committee.

ARTICLE X EASEMENTS

Section 1. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Properties are reserved as set forth in Article IX, Section 4 above and as shown on the recorded Sunset Oaks Addition plat. Full rights of ingress and egress shall be had by Declarant, the Association and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Section 2. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Properties for the purpose of maintaining the Common Properties as set forth herein. In addition, an easement is reserved for the benefit of the Association over and upon the Properties for the purpose of permitting access to the wall located along Bridgewood Drive for the installation, maintenance, repair or removal of said wall.

Section 3. With respect to the Common Properties and streets, easements and rights-of-way within the Properties, the City of Fort Worth and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Properties.

ARTICLE XI
GENERAL PROVISIONS

Section 1. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Properties subject to this Declaration, and shall inure to the benefit of and be enforceable by 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 that this Declaration is recorded, after which time said covenants, conditions, restrictions, and easements in this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots and bearing the written approval of the appropriate agency or subdivision of the City of Fort Worth, Texas has been recorded, agreeing to abolish said Covenants and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective until the date of such change; provided further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 2. Until such time as the first Lot is sold by Declarant, Declarant, at its discretion, may abolish or amend said Covenants and Restrictions or change them in whole or in part. Thereafter, Members may amend this Declaration or change it in whole or in part with a vote of fifty-one percent (51%) of the total votes in the Association. Notwithstanding the foregoing, as long as Declarant is the owner of any portion of the Properties no amendment or change in whole or in part of this Declaration shall become effective until Declarant provides its written consent to such amendment or change, which consent may be withheld in the sole discretion of Declarant. This section shall not act as a restriction on Declarant's authority elsewhere in this Declaration to unilaterally or in any other manner amend this Declaration.

Section 3. Enforcement of this Declaration shall be by a proceeding initiated by any Owner, by the Association through the action of its Board of Directors, or by the City of Fort Worth, Texas against any person or persons violating or attempting to violate any provision contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation or responsibility to enforce any portion of this Declaration. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party. Further, with respect to any litigation brought against the Board of Directors or any of their members or against the Homeowners' Association arising out of any action, failure to act or performance or non-performance of duties imposed hereby, the Board of Directors or their members or the Association so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, unless the Board of Directors or their members or the Association shall specifically be adjudicated liable to such claimant.

Section 4. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Reference in deed of conveyance or in any mortgage or trust deeds or other evidences of obligation to this Declaration and the easements and other matters described in the recorded subdivision plats shall be sufficient to create and reserve such easements, covenants, conditions and restrictions to the respective grantees, mortgagees or trustees of any Lots as fully and completely as though such easements, covenants, conditions and restrictions were fully cited and set forth in their entirety in such documents.

Section 6. Each and every Owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, the various items and information to the Association such as: (a) the full name, address and telephone number of each Owner; (b) the full name and telephone number of each individual who resides within the residential dwelling of the Owner; and (c) such other information as may be reasonably requested from time to time by the Association.

Section 7. If for any reason Declarant is unable or unwilling to act, Declarant may appoint a replacement, which Declarant may be either an individual, corporation or an agent of the Declarant.

Section 8. In the event that any person fails to commence and proceed with diligence to completion the work necessary to cure any violation of this Declaration contained herein in writing ten (10) days after receipt of written notice from the Board of Directors designating the particular violation, the Board of Directors shall have the power and authority to assess and collect from that Person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured, the Board of Directors shall have the power and authority, upon ten (10) days written notice, to assess and collect another Violation Fine which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied and assessed against a Person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be an assessment against the Person and a continuing lien upon the Lot related or involved in the violation, or which is owned or occupied by the person violating a portion of this Declaration, against which such Violation Fine is made.

Section 9. Any notice required to be given, delivered or sent to any Owner or Person under the provisions of this Declaration shall be deemed to have been properly given, delivered or received when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the record of the Association at the time of such mailing.

Section 10. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board of Directors. These respective determinations (absent arbitrary and capricious conduct or gross negligence by the Board of Directors) shall be final and binding upon all Owners.

ARTICLE XII
ARCHITECTURAL CONTROL COMMITTEE

Section 1. The Declarant shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which Committee shall serve at the pleasure of the Declarant. In the event of the death or resignation of any member of the Committee, the Declarant shall have full authority to designate a successor member. When Declarant no longer owns any Lots, the authority of the Declarant over the Architectural Control Committee will immediately and automatically pass and vest in the Board of Directors which will thereafter have full power to designate, appoint and remove members of the Architectural Control Committee. The Architectural Control Committee shall not be liable in damages to, and shall be indemnified against the claims or causes of action by, anyone submitting plans to it for approval, or any Owner or occupant of the subdivision by reason of error or mistaken judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans. The Committee shall be entitled, at any time and from time to time, to seek and obtain professional advice and counsel (including but not limited to architects, attorneys, designers, engineers and landscape technicians) in connection with the performance of its duties and all reasonable costs and expenses related thereto paid for or reimbursed by the Association. The Association shall have the right and power to impose and collect a reasonable fee from each Owner for the review and approval/disapproval process and services rendered by the Committee.

Section 2. No building, fence, wall or improvement of any kind or nature whatsoever shall be erected, placed, altered or replaced on any Lot until all plans and specifications and plot plans have been submitted to and approved in writing by the Architectural Control Committee. The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Properties. Notwithstanding the foregoing, Declarant shall only be required to submit standard plans and specifications for each type of residence to be constructed on a Lot one (1) time to the Committee for approval and upon obtaining such approval Declarant shall be entitled to construct residences based upon the standard plans and specifications approved without seeking further approval.

Section 3. If the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, then approval shall be presumed.

Section 4. The Architectural Control Committee may from time to time promulgate procedures relating to the submission of plans and specifications for the Architectural Control Committee's approval, as well as architectural standards bulletins and/or information sheets which shall be fair and reasonable and shall carry forward the spirit and intention of these Covenants and Restrictions. Such procedures and standards promulgated by the Architectural Control Committee shall supplement these Covenants and Restrictions and are incorporated herein by reference. EACH OWNER SHALL SEEK AND OBTAIN AND BECOME THOROUGHLY FAMILIAR WITH ANY AND ALL ARCHITECTURAL STANDARDS BULLETINS AND

INFORMATION SHEETS PRIOR TO ACQUISITION OF, AND CONSTRUCTION ON, ANY AFFECTED LOT.

**ARTICLE XIII
AMENDED AND RESTATED DECLARATION**

Section 1. Pursuant to Article XI, Section 2 of the Original Declarations, Declarant and at least fifty-one (51%) of the other Lot Owners have amended and restated the Original Declarations herein, and this Declaration is in replacement of and substitution for, and shall supersede, the Original Declarations.

IN WITNESS WHEREOF, KAUFMAN AND BROAD OF TEXAS, LTD., being the Declarant herein, has executed this instrument as of the day and year first written above.

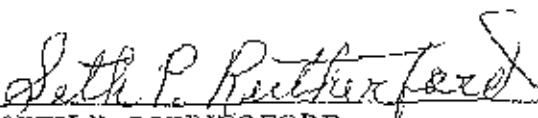
DECLARANT:

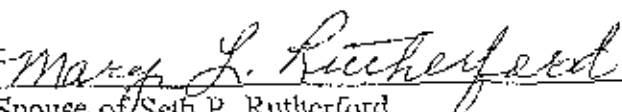
KAUFMAN AND BROAD OF TEXAS, LTD.,
a Texas limited partnership

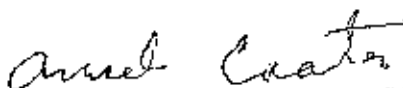
BY: KBSA, INC., a Texas corporation,
General Partner


By: 
Name: GARY W. GENTZ
Title: VICE PRESIDENT

CURRENT LOT OWNERS:


SETH P. RUTHERFORD


Spouse of Seth P. Rutherford


ANSEL COATES


Spouse of Ansel Coates

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ^{APRIL} ~~March~~ 16, 1998, by GARY W. GENTZ, VICE PRESIDENT of KBSA, INC., a Texas corporation, as General Partner of KAUFMAN AND BROAD OF TEXAS, LTD., a limited partnership, on behalf of said limited partnership.



Cheryl M. Heaton
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

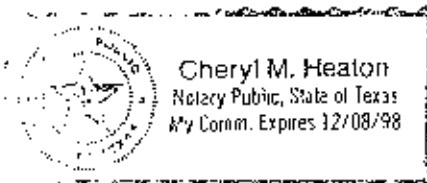
This instrument was acknowledged before me on ^{APRIL} ~~March~~ 16, 1998, by Seth P. Rutherford and MARY L. RUTHERFORD.



Cheryl M. Heaton
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ^{APRIL} ~~March~~ 16, 1998, by Ansel Coates and BETTY COATES.



Cheryl M. Heaton
Notary Public, State of Texas

kaufman/ansel/declarat.L2

EXHIBIT "A"

BEING 21.894 Acres of land situated in the W. N. RAY SURVEY, ABSTRACT 1353, the NAPOLEON BURTON SURVEY, ABSTRACT 249, the J. F. REDDING SURVEY, ABSTRACT 1302, and the C. W. MAIN SURVEY, ABSTRACT 1097, TARRANT County, Texas, said 21.894 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set with plastic cap stamped "LANDES & ASSOC." (all 1/2 inch iron rods set hereinafter are so marked) in the West Right-of-Way line of Bridgewood Drive, a 68.0 foot wide public street; said iron rod being the Northeast corner of said Sahara tract;

THENCE South 20 degrees 14 minutes 00 seconds East 438.43 feet along said West Right-of-Way line of said Bridgewood Drive and along the East line of said Sahara tract to a 1/2 inch iron rod set at the beginning of a curve to the right whose radius is 2166.00 feet and whose long chord bears South 13 degrees 22 minutes 42 seconds East 517.15 feet;

THENCE continuing along said West Right-of-Way line and said East line of said Sahara tract and along said curve to the right in a Southeasterly direction through a central angle of 13 degrees 42 minutes 45 seconds an arc length of 518.39 feet to a 1/2 inch iron rod set at the end of said curve;

THENCE crossing said Sahara Tract the following courses and distances:

South 69 degrees 50 minutes 15 seconds West 165.58 feet to a 1/2 inch iron rod set at the beginning of a non-tangent curve to the left whose radius is 275.00 feet and whose long chord bears North 24 degrees 45 minutes 46 seconds West 44.27 feet;

Along said curve to the left in a Northwesterly direction through a central angle of 09 degrees 14 minutes 01 second an arc length of 44.02 feet to a 1/2 inch iron rod set;

South 60 degrees 36 minutes 13 seconds West 67.87 feet to a 1/2 inch iron rod set;

North 89 degrees 45 minutes 42 seconds West 54.11 feet to a 1/2 inch iron rod set;

South 27 degrees 27 minutes 31 seconds West 186.31 feet to a 1/2 inch iron rod set;

South 81 degrees 44 minutes 45 seconds West 114.39 feet to a 1/2 inch iron rod set;

South 65 degrees 48 minutes 50 seconds West 110.00 feet to a 1/2 inch iron rod set at the beginning of a curve to the left whose radius is 215.00 feet and whose long chord bears South 24 degrees 54 minutes 03 seconds East 5.36 feet;

ALONG said curve to the left in a Southeasterly direction through a central angle of 01 degree 25 minutes 44 seconds an arc length of 5.36

feet to a 1/2 inch iron rod set;

South 64 degrees 23 minutes 05 seconds West 107.98 feet to a 1/2 inch iron rod set;

South 81 degrees 15 minutes 24 seconds West 253.77 feet to a 1/2 inch iron rod set in the West line of said Sahara tract;

THENCE along said West line of said Sahara tract the following courses and distances:

North 00 degrees 07 minutes 51 seconds West 240.55 feet to a 1/2 inch iron rod set;

North 22 degrees 30 minutes 35 seconds East 143.33 feet to a 1/2 inch iron rod found;

North 36 degrees 52 minutes 22 seconds West 70.85 feet to a 1/2 inch iron rod found;

North 05 degrees 24 minutes 59 seconds West 275.12 feet to a 1/2 inch iron rod found;

North 36 degrees 16 minutes 50 seconds West 92.09 feet to a 1/2 inch iron rod found;

North 46 degrees 19 minutes 08 seconds West 161.78 feet to a 1/2 inch iron rod found;

North 08 degrees 21 minutes 20 seconds West 127.04 feet to a 1/2 inch iron rod found;

North 23 degrees 53 minutes 05 seconds West 18.53 feet to a 1/2 inch iron rod set at the Northwest corner of said Sahara tract;

THENCE North 74 degrees 04 minutes 08 seconds East 64.08 feet to a 1/2 inch iron rod set;

THENCE North 15 degrees 55 minutes 57 seconds West 554.07 feet to a 1/2 inch iron rod set in the South Right-of-Way line of Randol Mill Road, a public street;

THENCE North 74 degrees 08 minutes 59 seconds East 60.00 feet along said South Right-of-Way line to a 1/2 inch iron rod set;

THENCE South 15 degrees 55 minutes 57 seconds East 507.39 feet to a 1/2 inch iron rod set at the beginning of a curve to the left whose radius is 60.00 feet and whose long chord bears South 41 degrees 24 minutes 30 seconds East 51.62 feet;

THENCE along said curve to the left in a southeasterly direction through a central angle of 50 degrees 57 minutes 06 seconds an arc length of 53.36 feet to a 1/2 inch iron rod set at the end of said curve in the North line of said Sahara tract;

THENCE North 74 degrees 04 minutes 08 seconds East 761.50 feet to the POINT

OF BEGINNING and CONTAINING 21.894 acres of land.

NOW KNOWN AS PHASE I, of SUNSET OAKS ADDITION, an Addition to the City of FORT WORTH, TARRANT County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 226., Plat Records, TARRANT County, Texas.

D198179001
NATHAN M ROSEN P C
4949 WESTGROVE # 300
DALLAS TX 75248

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : A M E R I C A N T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
198308012	DR96	T003957	08/07/98	06:41

	INSTRUMENT	FEED	INDEXED	TIME	
1	D198179001	WD	980807	06:41	CK 01096*

T O T A L : D O C U M E N T S : 01 F E E S : 75.00

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.