

ORIGINAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRINITY RANCH ESTATES

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

[Handwritten Signature]
SUZANNE M. [unclear]
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FILED
TARRANT COUNTY TEXAS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TRINITY RANCH ESTATES (this "Declaration") is made this 9th day of January, 2007, to be effective January 11, 2007, by Texas Development Corporation ("Declarant").

WITNESSETH:

A. Declarant is the owner of certain real property situated in Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof, and certain other common properties located within the Subdivision (as hereinafter defined) as more particularly described herein (collectively, the "Property").

B. The Property has been sub divided into twenty eight (28) residential lots (the "Lot" or "Lots" as the context may require), together with three (3) common areas, all as more particularly described on the plat of such subdivision recorded in Cabinet A, Hanger 11386, Plat Records of Tarrant County, Texas.

C. Declarant has deemed it advisable, for the efficient preservation of the values and amenities within the Property, to impose covenants upon the Property and to create a non-profit corporation to which would be delegated and assigned the powers of performing the maintenance herein provided, and collecting and disbursing the assessments and charges, as hereinafter provided.

D. Declarant has caused or will cause to be incorporated under the Non-Profit Corporation Act of the State of Texas (the "Act") a non-profit corporation.

NOW, THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (the "Covenants") hereinafter set forth and which run with the Property and shall be binding on any subsequent Owners (as defined below) of this Property, their heirs, executors, administrators, successors and assigns.

DECLARATION

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit, shall have the following meanings:

"ACC" means the Architectural Control Committee appointed by the Board in accordance with the provisions of Article VII hereof.

"Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Trinity Ranch Estates Homeowners Association, Inc.

"Assessment" shall mean and refer to the Annual Assessments, Special Assessments, and the Default Assessments provided in Section 3.1 hereof.

"Association" shall mean and refer to the Trinity Ranch Estates Homeowners Association, Inc., a Texas non-profit corporation.

"Board" shall mean the Board of Directors of the Association.

"Builder" means any homebuilder constructing the initial Dwelling Unit upon a Lot in the normal course of conducting its business for profit.

"Bylaws" shall mean and refer to the Bylaws of the Trinity Ranch Estates Homeowners Association, Inc.

"City" shall mean the City of Hurst, Texas.

"City Council" shall mean the city council of the City.

"Common Areas" shall mean those areas designated as Common Area on the Plat.

"Common Maintenance" shall mean and refer to the normal and routine maintenance of Common Maintenance Areas as determined from time to time by the Board, including but not limited to: (i) mowing and edging Common Maintenance Areas, (ii) trimming Common Maintenance Areas with weed eaters, (iii) fertilizing, trimming shrubbery, turning flower beds and applying insect control chemicals to Common Maintenance Areas, (iv) maintaining irrigation and other utility systems, screening walls and retaining walls within the Common Maintenance Areas, (v) erosion control measures to protect the Lots adjacent to the Green Area, (vi) removal of debris, silt and other substances which could obstruct the flow of storm water runoff within the Common Maintenance Areas, (vii) removal of trash and debris from the Common Maintenance Areas, (viii) maintaining streets and parkway areas, and (ix) maintaining the entrance gates, entryway features, and other improvements located on the Common Maintenance Areas. Common Maintenance shall also include the trimming of trees, planting shrubbery, grass, trees or other landscaping, or any other maintenance or service except as determined by the Board to be within normal and routine maintenance of the Common Maintenance Areas.

"Common Maintenance Areas" shall mean and refer to open space areas within the Property as depicted on the Plat, together with (i) screening walls, retaining walls, and landscaping lying within right-of-ways as the Board may elect to include within the "Common Maintenance Areas"

from time to time for maintenance by the Association, (ii) any areas within the Property owned by the City, the Association, or any other governmental entity, but which are required to be maintained by the Association, (iii) any landscape, wall maintenance, pedestrian access or maintenance easements reflected on the Plat, required by the City or recorded by separate instrument, and (iv) those areas, if any, which owned by an Owner, but on which are located monuments, signs, fences, landscaping, beams, sidewalks, irrigation systems or other improvements that may be maintained by the City or the Association, and (vii) those areas of the Property designated as recreational centers or similar areas.

“County” shall mean and refer to Tarrant County, Texas.

“Declarant” shall mean and refer to Texas Development Corporation, and its successors and assigns, and any assignee, other than an Owner who shall receive by assignment from Texas Development Corporation all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

“Dwelling Unit” shall mean and refer to any building or portion of a building situated upon a Lot located within the boundaries of the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

“Lot” shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Property which is shown as a lot thereon and which is or is to be improved with a Dwelling Unit.

“Maintenance Fund” shall have the meaning given to it in Section 3.1 hereof.

“Member” shall mean and refer to each Owner as provided in Article II hereof.

"Model Home" shall have the meaning any building constructed by a builder on any Lot as an example of a design for structures available for construction by said builder on other Lots within the Subdivision.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgages or other security devises, shall not mean or refer to any mortgagee or trustee under a mortgage or deed of trust unless and until such mortgaged or trustee has acquired title pursuant to foreclosure or any conveyance in lie of foreclosure.

"Plat" shall mean the plat of Phase I of the Subdivision dated August 23, 2006, and recorded in Cabinet A, Hanger 11386, Plat Records of Tarrant County, Texas, and such plats of subsequent phases of the Subdivision to be filed as and when the Property is developed.

"Property" shall have the meaning given to it in Paragraph A of the Introductory Statement above, together with additions thereto as may be may subject to the terms of this Declaration by a supplemental declaration executed and filed by Declarant in the Deed Records of Tarrant County, Texas, from time to time.

"Resident" shall mean and refer to each person (not otherwise an Owner or Member) authorized by an Owner to reside within such Owner's Dwelling Unit.

"Subdivision" shall mean and refer to the residential community arising out of the development and improvement of the Property with Dwelling Units and the use and occupancy of the Property as a residential subdivision.

“Vehicle” means any vehicle of any kind or type whatsoever, including, but without limitation, any automobile, truck, motorcycle, boat, mobile home, motor home, boat trailer, or other kind of trailer.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;

ADDITIONS TO THE PROPERTY

2.1 Membership. Every Owner of a Lot shall automatically be a Member of the Association. The Association shall not be dissolved without the prior written consent of the City.

2.2 Class of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Members with the exception of the Declarant.

Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds an interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Declarant. Until such time as all Lots held

by the Class B Member have been sold and conveyed, all votes of the Association

shall be cast solely by the Class B Member, to the exclusion of the Class A

Members. At such time as all Lots held by the Class B Member have been sold and

conveyed, then the Class B membership of the Association shall terminate and all

votes shall thereafter be cast solely by Class A Members; provided,, that in the event

all Lots held by Declarant are sold and conveyed but thereafter Declarant again

acquires one or more Lots, then Declarant shall again be a Class B Member until such Lots have been sold and conveyed by Declarant and once again all votes of the Association shall be cast solely by the Class B Member, to the exclusion of the Class A Members.

2.3 Eligibility and Suspension of Voting Rights. If an Owner is involved in litigation with the Association as to a conflict of interpretation of this Declaration, the rules and regulations promulgated by the Association, the bylaws of the Association, and/or the amounts of delinquent Assessments, then such Owner is not a Member in good standing. Furthermore, to be in good standing with the Association, the Member must have all Assessments of every type and category paid up to date, have no outstanding financial obligations to the Association that are delinquent and shall have no current, uncured violations of or against the Covenants, any design guidelines or ACC requirements on one or more Lots within the Subdivision. Eligibility to vote, to participate in any Association meetings or activities, to utilize the Common Maintenance Areas (including, without limitation, the amenity center and swimming pool) or to serve as a representative, director or officer of the Association shall be predicated upon being a Member in good standing with the Association. An Owner may only cure a delinquency at a meeting to regain the right to vote by paying all outstanding amounts (including interest, fines, and penalties) by cashier's or certified check or other good funds acceptable to the Board.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other

conveyance) for each Lot owned by such Owner, hereby covenants and agrees, and shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association: (a) Annual Assessments (herein so called) or charges to be paid on a regular basis in installments as the Board of Directors of the Association may elect, (b) Special Assessments (herein so called) for unexpected capital expenditures (such as maintenance equipment) and/or unanticipated expenses, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (c) Default Assessments (herein so called) which may be assessed against an Owner's Lot by the Association at any time and from time to time to reimburse the Association for costs and expenses incurred on behalf of such owner by the Association in accordance with this Declaration. The Annual Assessments collected by the Association shall constitute the "Maintenance Fund" of the Association. The Annual Assessments, Special Assessments, and Default Assessments, together with interest thereon and costs of collection thereof as hereinafter provided (collectively, "Assessments"), shall be a charge on the Property and shall be a continuing lien upon each Lot against which each such Assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due.

Notwithstanding the foregoing, in no event shall Declarant or any Lot or other portion of the Property owned by the Declarant at any time be subject to or liable for any Assessment, claim, lien or other obligation due to or of the Association.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents

of the Property, and in particular for the payment of all costs and expenses incurred or related to Common Maintenance, including, but not limited to, the payment of all costs and expenses incurred in carrying out the duties of the Board as set forth in Article IV hereafter and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

3.3 Common Maintenance by Declarant.

(a) Until such time as Declarant has sold and conveyed all of the Lots to third party purchasers, Declarant shall have the right (but not the obligation), at its election and in its sole discretion, to assume the exclusive responsibility from time to time of performing the Common Maintenance, including, but not limited to, paying the costs of labor, equipment (including the expense of leasing any equipment) and materials required for performing such Common Maintenance. In this regard, and during such period, all Annual Assessments and Special Assessments collected by the Association shall be forthwith paid by the Association to Declarant, to the extent such Assessments are required by Declarant to pay such Common Maintenance. The Association shall rely upon a certificate executed and delivered by Declarant with respect to the amount required by Declarant to pay for the Common Maintenance performed hereunder. All expenses incurred by Declarant for such maintenance shall be reimbursed to Declarant from the Home Owners Association dues and shall not exceed the collected amounts within the Home Owners Association's account. Any additional expenses incurred by the Declarant will not be passed onto the homeowners.

(b) The Association shall perform the Common Maintenance required by the City and this Declaration in perpetuity with sums provided by Assessments unless and until the Association obtains a written consent from the City to modify or eliminate such maintenance, and

such maintenance shall include and be limited to the items included within the meaning of the term Common Maintenance as defined herein. Under no circumstances shall any member of the Board or any officer or agent of the Association be liable to any Owner for any action or inaction of the Board with respect to any Common Maintenance, and each Owner hereby releases and relinquishes forever any claims, demands or actions which such Owner may at any time have or be deemed to have against the Board, any member of the Board or the Association with regard to Common Maintenance, whether arising out of the alleged negligence, misfeasance, malfeasance (but not gross negligence or willful misconduct) of any agent of the Association, any officer of the Association, or any member of the Board.

(c) In the event that the Association, its successors or assigns (including the Declarant in the event the Declarant maintains this responsibility) shall fail or refuse to adequately maintain the appearance and condition of the Common Maintenance Areas which the Association is obligated to maintain hereunder or under applicable laws, codes or regulations, the City shall have the right to (a) remove such landscaping, features or elements that cease to be maintained by the Association, or (b) assume the duty of performing all such maintenance obligations of the Association upon (i) giving written notice thereof to the Association, and (ii) the expiration of the ten (10) days receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City may levy an assessment upon each Lot on a pro rata basis for the entire cost of such maintenance, which assessment shall constitute a lien upon the Lots against which each assessment is made. During the period the City has a right and assumes the

obligation to maintain and care for the Common Maintenance Areas, the Association shall have no obligation or authority with respect to such maintenance.

The right and authority of the City to maintain the Common Maintenance Areas shall cease and terminate when the Association, its successors or assigns, shall present to the City reasonable evidence of its willingness and ability to resume maintenance of the Common Maintenance Areas.

In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, the City, its agents, representatives and employees shall have the right of access to and over the Common Maintenance Areas for the purpose of maintaining, improving and preserving the same and in no event shall the City be liable to the Association or any Owner or their respective heirs, executors, administrators, devisees, personal representatives, successors and assigns for (A) any acts or omissions of the City relating in any manner to (1) the City removal of any landscaping, features or elements, or (2) maintaining, improving and preserving the Common Maintenance Areas, or (B) failure to perform such maintenance.

3.4 Basis and Amount of Assessments.

(a) Until the year beginning January 1, 2007, the Annual Assessments for each Lot shall be the sum of One Thousand Two Hundred Dollars (\$1,200.00).

(b) Commencing with the year beginning January 1, 2007, and each year thereafter the Board of Directors, at its annual meeting next preceding such January 1, 2007, and each January 1 thereafter, shall set the amount of the Annual Assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association; provided, however, that from and after January 1, 2007, in no event shall the Annual Assessment for each Lot which is subject to being assessed for any year exceed the Annual

Assessment levied by the Board for the immediately preceding year by more than ten percent (10%) except only in the case of unusual or extraordinary costs and expenses to be paid by the Association as determined from time to time by the Board or increase by more than ten percent (10%) by the assent of the Members entitled to cast two thirds (2/3) of the votes of the Members of the Association entitled to vote who either (i) are voting in person or by proxy at a meeting duly called for this purpose as provided by the Bylaws of the Association and subject to Section 2.2 hereof, or (ii) execute a written consent in lieu of a meeting for such purpose.

(c) The resident of a Dwelling Unit acquired from a Builder shall pay to the Association at the time of closing of such Dwelling Unit an "Initiation Fee" equal to \$250.00. Accordingly, a Builder shall not be required to pay any Initiation Fee(s). In the event such Initiation Fee is not collected at closing for whatever reason, the payment of such Initiation Fee shall be due immediately after such closing and shall become a continuing lien against such Lot as provided in Section 3.9 below.

3.5 Special Assessment for Capital Improvements. In addition to the Annual Assessments authorized by Section 3.4 above, the Association may levy, in any year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, any unanticipated cost or expense related to the Common Maintenance or for the cost of acquiring or replacing maintenance equipment and personal property related to the Common Maintenance, and other Common Maintenance Areas; provided that any such Special Assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of the Members of the Association entitled to vote who either (i) are voting in person or by proxy at a meeting duly called for this purpose as provided in the Bylaws of the Association and subject to Section 2.2 hereof, or

(ii) execute a written consent in lieu of a meeting for such purpose. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

3.6 Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots; provided, however, that no Lot shall be subject to any Assessment until the date which such Lot has been conveyed by Declarant to a third party purchaser or Builder. Accordingly, Builder shall be responsible for paying assessments from and after the Builder acquires such Lot.

3.7 Date of Commencement of Assessments; Due Date.

(a) The initial Annual Assessments provided for in Section 3.4 above shall commence on the date fixed by the Board to be the date of commencement, and shall be paid in advance, on the first day of each period designated by the Board thereafter; provided, however, that if the date of commencement falls on other than the first day of such quarter, the Annual Assessment for such quarter shall be prorated by the number of days remaining in the quarter.

(b) The due date or dates, if it is to be paid in installments, of any Special Assessment under Section 3.5 above shall be fixed in the resolution by the Board authorizing such Special Assessment.

(c) All Assessments shall be payable in the amount specified by the Association and no offset against such amount shall be permitted for any reason.

3.8 Duties of the Board with Respect to Assessments.

(a) The Board shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall upon demand at any time furnish to any Owner liable to each Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid. Each 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 or its agent for the issuance of such certificates.

3.9 Effect of Non-Payment of Assessments; The Personal Obligation of the Owner, the Lien; Remedies of Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified by the Board pursuant to Section 3.7 above), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, Owner's heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them. 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 the unpaid Assessments owed by such Owner as provided herein by abandonment of Owner's Lot or otherwise.

(b) In furtherance of the lien provided in Section 3.9(a) above, and to secure the full and timely payment of all Assessments and other amounts payable by each Owner hereunder, each Owner does hereby grant and convey unto Declarant, in trust as trustee (the "Trustee"), the Lot owned by such Owner, subject to all assessments and other encumbrances affecting such Lot; provided, that each such grant shall be subordinated to the lien of any mortgage or deed of trust to the extent provided in Section 3.10 below; and for these purposes the provisions of this paragraph shall be deemed to have created a deed of trust (the "Deed of Trust") covering all of the Lots with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "Code") and as it may be amended from time to time. The Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges of the Deed of Trust promulgated by the State Bar of Texas for use by lawyers designated as Form No. 2402, and all amendments, modifications and substitutions thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its president, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing a substitute or successor trustee who shall succeed to all rights and responsibilities of the then acting Trustee.

(c) Without limitation of the remedies available to the Association and to the other Owners upon the occurrence of a default by any Owner in the payment of any Assessment or other amount due and payable hereunder, the Association may, at its election and by and through

the Trustee, sell or offer for sale the Lot owned by the defaulting Owner to the highest bidder for cash at public auction in accordance with the provisions of the Code. The Association may, at its option, accomplish such foreclosure sale in such manner as permitted or required by the Code or by any other present or subsequent laws relating to the same. After the sale of any Lot in accordance with the provisions of this paragraph, the Owner of such Lot shall be divested of any and all interests and claims thereto, and the proceeds of any such sale shall be applied in the following order of priority: (i) to the payment of the costs and expenses of taking possession of the Lot, (ii) to the payment of reasonable attorney's fees, (iii) to the payment of costs of advertisement and sale, (iv) to the payment of all unpaid Assessments and other amounts payable by such Owner to the Association hereunder and (v) to the defaulting Owner or to any other party entitled thereto. The Association shall have the right to become the purchaser at the sale of any Lot hereunder and shall have the right to be credited on the amount of its bid therefor all of the Assessments due and owing by the defaulting Owner to the Association as of the date of such sale.

(d) If any Assessment or any part thereof is not paid within thirty (30) days after the due date, the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorney's fees) in such action, and in the event a judgment is obtained, such judgment shall include a reasonable attorney's fee to be fixed by the court, together with the costs of the action. Each delinquent Owner shall be obligated to pay a late charge in the amount of Twenty Five and No/100 Dollars (\$25.00) per month until paid with

respect to any Assessment or portion thereof which is not paid within thirty (30) days after the date due or such other greater amount as determined from time to time by the Board.

(e) Without limiting the terms and provisions of this Section 3.9, the Association, the Association's attorney or Declarant may file notice of any delinquency in payment of any Assessments in the Records of Tarrant County, Texas. Upon the timely curing of any default for which a notice was recorded by the Association, the Association through its attorney is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release. Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board through its agents may also issue certificates evidencing the status of payments of Assessments as to any particular Lot (i.e., whether they are current or delinquent and if delinquent, the amount thereof). The Association or its agents may impose a reasonable fee for furnishing such certificates or statements.

3.10 Subordination of the Lien to Mortgages. 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 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 lien; 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 may, in the exercise of its reasonable discretion, may 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 mortgage or deed of trust or tax lien; and (ii) the permitted lien on the Lot alone. 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 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.

3.11 Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by a local public authority and devoted to public use;
- (b) All Lots owned by Declarant;
- (c) The Common Area.

3.12 Transfer Fees and Fees for Issuance of Resale Certificates. The Board may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a "Resale Certificate". The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agents. Transfer fees and fees for the issuance of a Resale Certificate are not refundable and may not be regarded as a

prepayment of or credit against any other Assessments. This Section does not obligate the Board or any third party to levy such fees.

ARTICLE IV

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

4.1 Powers and Duties.

(a) The Board, for the benefit of the Property and the Owners, shall provide and shall pay for out of the Maintenance Fund provided for in Section 3.1 above, the following:

(i) Labor and materials to perform the Common Maintenance including, without limitation, the purchase and upkeep of any desired personal property used in connection with performing the Common Maintenance;

(ii) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;

(iii) Legal and accounting services;

(iv) If deemed appropriate by the Board, a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount of not less than \$1,000,000 to indemnify against the claim of one person, \$3,000,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per

occurrence, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insured.

Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

Such fidelity bonds as the Board may determine to be advisable;

(vii) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, taxes or Assessments (including taxes or Assessments assessed against an individual Owner) which the Board is required to obtain or pay pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) The Board shall have the following additional rights, powers and duties:

(i) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(ii) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons so sign checks), and, generally, to have all the powers necessary or incident to the operation and management of the Association;

(iii) To provide adequate reserve for maintenance and repairs;

(iv) To make reasonable rules and regulations for the maintenance and protection of the Common Maintenance Areas, and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members;

(v) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and if the proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(vi) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provision or rules;

(vii) To establish and collect reasonable fees for use of any recreational facilities located in a Common Maintenance Area.

4.2 Board Powers; Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the Maintenance Fund and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

4.3 Liability Limitations. Neither Declarant, the Association, its directors, officers, agents nor employees shall be personally liable for the debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents nor employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

ARTICLE V

EASEMENTS

5.1 Easement Reserved for the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot and the Property for the carrying out by the

Association of its rights, functions, duties and obligations hereunder, including (but not limited to) access to both front and bank yards for the purposes of lawn mowing and maintenance.

5.2 Rights Reserved by Declarant. Declarant hereby reserves temporary construction easements for the construction, repair, removal, maintenance, and reconstruction of improvements within the Property, including the right to remove, on a temporary basis, fences, driveways, sprinkler, landscaping and other improvements as shall be reasonably necessary to enable such Declarant to complete the development and improvement of the Property; provided, that any such improvements removed by any Declarant shall be replaced and/or restored, upon completion of the construction activities, to substantially their former condition. All claims for damages, if any, arising out of any such construction or other activities by Declarant are hereby waived by each Owner and the Association.

5.3 Rights Reserved to Municipal and/or Governmental Authorities and Utility Companies. Full right of ingress and egress shall be had by Declarant, the County, any municipal and/or other governmental authority having jurisdiction over the Property, and any utility company which provides utilities to the Property, at all times over any dedicated easement for (a) 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, or (b) any purpose related to the exercise of a governmental service or function, including, but not limited to, fire and police protection, inspection and enforcement of applicable laws or ordinances, together with the right to remove any Vehicle or obstruction that may be placed in such easement that would constitute interference with the use of such easement or impair emergency access. All

claims for damages, if any, arising out of the construction, maintenance and repair of utilities on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company, the County, municipality or other governmental authority, or any of its agents or servants, are hereby waived by each Owner and the Association. Declarant further reserves the right to alter, redesign or discontinue any street, avenue or way shown on the Plat not necessary for ingress or egress to and from an Owner's Lot, subject to the approval of the City, County or other governmental authority, if required.

ARTICLE VI

PROTECTIVE COVENANTS

6.1 Residence Purposes Only. Each Lot and Dwelling Unit 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 or doctor's office, or other multiple family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. No improvement or structure whatever, other than a first class private Dwelling Unit not more than two (2) stories in height, patios, or garages may be erected, placed or maintained on any Lot. All parking spaces shall be used exclusively for the parking of operable passenger automobiles.

6.2 Building Size/Garage. Each Dwelling Unit shall contain not less than one thousand five hundred (1,500) square feet of fully enclosed floor area devoted to living purposes. Said floor areas shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from the faces of the exterior walls. Except as herein provided for a Model Home, each Dwelling Unit shall have a fully enclosed garage for not less than two (2) cars, which

garage shall be available for parking automobiles at all time without any modification being made to the interior of said garage. The garage portion of any Model Home may be used by the builders for sales purposes, storage purposes, and other related purposes. Upon (or prior to) the sale of said Model Home to the first purchaser thereof, the garage portion of the Model home shall be converted to a fully enclosed garage.

6.3 Building Materials. No Dwelling Unit shall be erected on a Lot of material other than brick, stone, hardi stucco, brick veneer, or other masonry material unless the above named materials constitute at least eighty percent (80%) of the outside walls, excluding window and door areas of the Dwelling Unit, with the remainder being cementitious fiberboard, wood, or hardi-panel siding. Wood or hardi-panel siding may be use on the front three sides of any Dwelling for dormers and setbacks that do not account for more than thirty percent (30%) of wall area per view. The front of any Dwelling must be constructed on one hundred percent (100%) masonry comprising either brick, stone, traditional stucco, brick veneer, or other masonry material. All siding shall be painted with at least two coats of paint. Any vinyl, EIFS, synthetic, stucco, plastic, aluminum or other metallic siding, roofing or cladding of any kind, size, shape or color is prohibited anywhere on the exterior of any Dwelling Unit.

6.4 Rubbish, etc. 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 four or obnoxious 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 permitted to be placed or suffered to remain anywhere thereon.

6.5 Entry and Fence Maintenance. Notwithstanding any provision hereof to the contrary, until the turn-Over Date (defined below), any decorative fence, landscaping, and entrance standards installed or to be installed by the Declarant shall be maintained by the Declarant. At Declarant's election, on the earlier of (i) the date of the closing of the sale of Lots that reduces Declarant's ownership of Lots to fewer than five percent (5%) of all Lots in the Subdivision or (ii) the date that Declarant elects to turn-over all maintenance responsibility to the Association (the "Turn-Over Date"), the Declarant or Owner or Owners of each Lot that includes any portion of said fence, landscaping, and entrance landscaping (or the Association, if it so elects) shall at its own expense, maintain such fence, landscaping, and entrance landscaping on such Lot. No other structure shall be placed or permitted to remain in such area. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of such facilities and easements as identified by the Declarant. All expenses incurred by Declarant for landscaping shall be reimbursed to Declarant from the Home Owners Association dues and shall not exceed the collected amounts within the Home Owners Association's account. Any additional expenses incurred by the Declarant will not be passed onto the homeowners.

6.6 Animals. No Owner shall keep or allow others to keep domestic animals of a kind ordinarily used for commercial purposes on Owner's Lot, and no Owner shall keep any adult animals in numbers in excess of two (2) which may be kept for the purpose of companionship for the private family, provided they do not create a nuisance, it being the purpose and intention hereof to restrict the use of said Lot so that no Owner shall quarter on the Lot horses, cows, hogs, sheep,

goats, guinea fowls, ducks, chickens, turkeys, or any other animals that may interfere with the quietude, health or safety of the Subdivision. Pets are to be confined to the enclosed side and rear yards of the Lot only, and all yards are to be cleaned of pet debris and pet waste on a regular basis. Further, no owner shall keep or allow to be kept on Owner's Lot a dog belonging to a breed commonly used as a guard dog or attack dog, such as a pit bull, doberman pincher, rottweiler, german shepherd, or the like.

6.7 Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns and any Builder shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of Dwelling Units on the Property.

6.8 Signs/Flags and Picketing. No signs or flags shall be kept, placed or displayed to the public view on any Lot with the following two (2) exceptions: (i) as deemed reasonable by the Declarant for the construction, development, operation, promotion and sale fo the Lots; and (ii) for the patriotic display of flags not exceeding four foot (4') by six foot (6') in size shall be permitted. Flags may be mounted on a Dwelling Unit. No more than one flag per Lot may be displayed at any one time. Accent lighting of flags is not permitted. No sign may be placed on the Common Maintenance Areas of the Subdivision without the prior written consent of the Board.

6.9 Campers, Trucks, Boats and Recreational Vehicles. Except for a limited period of time not to exceed twenty-four (24) hours and subject to any rules and regulations promulgated by the Board, no campers, trailers, commercial vans, commercial pickup trucks, boats, boat trailers, recreational vehicles and other types of non-passenger Vehicles displaying any message intended for public view, equipment, implements or accessories may be kept on any Lot unless the same are

fully enclosed within the garage on such Lot. The Association shall have the right to tow and remove such Vehicle and/or accessory at such Owner's expense if such Vehicle and/or accessory is not removed by the Owner within two (2) days following notice to such Owner by the Association. Any costs and expenses incurred by the Association in so curing such default shall constitute a Default Assessment pursuant to Section 3.1 above.

6.10 Commercial or Institutional Use. No Lot, Dwelling Unit or building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

6.11 Building Standards. No Dwelling Unit or building shall be erected or maintained on any Lot unless it complies with all applicable governmental requirements, including any applicable building codes, zoning ordinances, rules and regulations and ordinances. No Dwelling Unit or building shall be erected, placed or altered on any Lot in the Subdivision until the building plans, landscape plans, specifications and Lot plan have been approved in writing by the Declarant or its authorized representatives. Materials and colors of any alteration shall replicate that of the original structure. Additions must maintain or exceed the percentage of masonry that exists for the Dwelling Unit prior to the addition.

6.12 Detached Buildings. No detached accessory buildings, including, but not limited to, storage buildings, shall be erected, placed or constructed upon any Lot.

6.13 Fences/Sight Distances. No fence, wall or hedge shall be placed on any Lot except for Subdivision entry fences, and rear yard fencing which shall not be of a height greater than four (4) feet from the natural ground elevation and of similar material, color and design of existing

Subdivision wrought iron perimeter fencing. Screening walls adjoining the residence with the iron fencing shall be no higher than six (6) and extend no further than eight (8) feet from rear of residence. Acceptable screening wall materials can be vinyl or metal. Redwood or cedar can also be used if properly sealed and maintained by the homeowner. All fencing shall be approved by the ACC and shall be constructed of wrought iron with a 48" pass through gate located on each side of fence.

6.14 Antennae, Satellite Dishes and Solar Collectors and Panels. No poles, masts, antennas, solar collectors, or satellite dishes of any type size or height shall be installed on any Lot or Dwelling Unit unless within the envelope of a building or not visible from the front of the Lot and screened from public view.

6.15 Chimneys. All fireplace flues, smoke stacks and spark arrestors shall be approved by the ACC.

6.16 Clothes Hanging Devices. Exterior clothes hanging or drying devices shall not be permitted in the Subdivision.

6.17 Windows. Adhesive-backed sunscreens/window films are permitted only if they are of the highest quality and dark or "smoke" color, which adhesive backed sunscreens/window films shall be immediately replaced if the color changes, bubbles or otherwise does not adhere to the window or appear as originally and properly installed. Metallic and reflective sunscreens/window films are prohibited. Windows shall be Jen Weld, vinyl or an equivalent thereof as approved by the ACC. All windows shall be of any combination of the following styles: casement, double/single hung, fixed or as otherwise approved by the ACC. Burglar bars, mesh, security or solar screens are also prohibited. No window unit air conditioners or evaporative coolers are permitted.

6.18 Temporary Structures. No structure of a temporary character, mobile home, trailer, including boat trailers, basement, tent, shack, barn or other building shall be used on any Lot at any time as a Dwelling Unit, either temporarily or permanently, except as the Declarant or the ACC may grant permission for temporary buildings or structures to be placed on Lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Declarant or any other person engaged in the sale of Lots within the Subdivision. If permission is granted, the temporary buildings or structures shall be removed within thirty (30) days after written notice from the Declarant to remove the buildings or structures. Notwithstanding the foregoing, party tents or canopies, "bounce houses", or other party event structures are permitted for a one-day, single event or social activity but must be immediately removed after such party or social activity has ended and be located only in the rear yard of the Lot.

6.19 Building Colors. No Dwelling Unit or outbuilding shall be painted or colored with any color other than that the original color of such Dwelling Unit at the time of its construction.

6.20 Roof Materials/Pitch. Only composition roofing materials shall be used and be equal to 20 year Architectural Certain Teed or better and be of the original color of said roof or black, brown, or "weathered wood" color only.

6.21 Roof Attachments. No projections of any type shall be placed or permitted to remain above the roof of any Dwelling Unit with the exception of vent stacks and attic ventilators. Attic ventilators shall be located on the rear slopes of the roof and shall not be visible from the street. Attic ventilators, vent stacks and flashing must be painted to match or blend with the color of the roof or brick as appropriate. No weather vanes, finials or roof ornaments are permitted unless

permitted by the Declarant, its authorized representative or the ACC after Declarant no longer owns a Lot.

6.22 Window Awnings. Window awnings are not permitted on the front side of a Dwelling Unit. If window awnings are installed on the side or back of a Dwelling Unit, such window awning shall be of understated colors and appropriately sized for the window. Brightly colored or multi-colored awnings are not permitted. Awnings may only be used on the rear facade of a Dwelling Unit. Awnings must be maintained so as to avoid a "worn" appearance.

6.23 Exterior Staircases. Exterior stair cases on a Dwelling Unit are not permitted.

6.24 Drainage. Gutters and down spouts shall match the color of the existing trim of the Dwelling Unit.

6.25 House Numbers. House numbers located on a Dwelling Unit shall be maintained as originally installed.

6.26 Storm and Screen Doors. Screen and storm doors shall have a nine (9) inch maximum wide frame, shall be finished to match or complement the window mullions or the trim on the Dwelling Unit. Screen and storm doors shall have transparent glass and there shall be no cross members, burglar bars or ornamentation. Screen doors shall have screen mesh with an even transparent look. Installation of screen and storm doors on the front of the Dwelling Unit are prohibited. Silver finished aluminum doors or windows are not permitted. No door, window or other portion of the Dwelling Unit shall contain burglar bars.

6.27 Mailboxes. All mailboxes shall be maintained as installed at the time the Dwelling Unit was constructed.

6.28 Setbacks. No Dwelling Unit or building shall be located on any Lot near the front Lot line or nearer to the side street line than the minimum building set back lines shown on and /or described in the Plat.

6.29 Trellises and Arbors. Any gazebos, trellises or arbors are not allowed except in the back yard of the lot.

6.30 Playhouses. Only one (1) playhouse is permitted per Lot and is not permitted on a Lot that already has another yard structure. Such playhouse shall be located at least ten feet (10') from any boundary line and shall not be located in the front yard.

6.31 Sheds and Tool Storage Facilities. No sheds or tool storage facilities shall be kept or placed on any Lot unless approved in advance by the ACC.

6.32 Yards. All yards must be kept in a neat and orderly manner, watered, free of weeds, maintained and mowed on a regular basis by either the Association or the Owner. Front, side and rear yards must be sodded and have shrubs. Should a hedge, shrub, tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon the request of the Owner of the adjoining property. It shall not be mandatory for a yard to contain an automatic irrigation system.

6.33 Yard Decorations. Yard decorations, statuary and furniture (i.e., plastic flamingos, gnomes, ceramic sculptures, statues, wells, fountains, swings, bird baths, gazing balls, religious sculptures, or symbols, etc.) in the front or side yards are prohibited unless otherwise approved by the ACC. Any yard decorations, statuary and furniture in the rear yard must not exceed six (6) feet in height nor be of colors other than neutral earthtone shades. Notwithstanding the foregoing, Owners may use customary yard decorations relating to (i) Halloween during the month of October,

(ii) Christmas from Thanksgiving Day to January 10, (iii) baby announcements during the two weeks following the birth of the baby, and (iv) patriotic displays supporting the United States and/or United States military during the day of the particular United States holiday.

6.34 Trees. (a) No living tree shall be removed without the prior written approval of the Declarant, its authorized representative or the ACC after Declarant no longer owns a Lot on the City of Hurst. If a tree is removed without the requisite written approval as required in the preceding sentence, the Owner shall be required to “replace” the tree with one of like size and quality at the Owner’s expense. The Declarant or person giving the written approval as provided in this Section 6.34 will decide what is “like size” and quality. All tree stumps must be entirely removed.

(b) No additional tree may be planted on a Lot without the approval of the ACC.

6.35 Gas/Water Purification Tanks/Systems. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except in portable gas grills) is prohibited. All outside grilling, smoking or cooking on a gas grill, smoker or other outdoor cooking device shall be limited to the rear yard of such Lot and shall not take place in the front yard, side yard or driveway of such Lot. Any water purification tank or system desired by an Owner shall be installed and used only in the rear yard of Owner’s Lot.

6.36 Decks and Patios. Decks and patios are permitted in rear yards only. They may be made of concrete, concrete stepping blocks, brick, concrete pavers, stone, pressure treated wood or redwood.

6.37 Basketball Backboards. Basketball backboards may not be installed without the prior approval of the ACC.

6.38 Sports Courts. The construction of sports courts or tennis courts is not permitted on any Lot.

6.39 Outdoor Lighting. There shall be no additional lighting allowed to the front of any dwelling. Wattage is limited to 150W maximum. No barnyard lights (metal halide) or sodium vapor lights (yellow light source) or permitted. Colored lights are not permitted except as part of holiday decorations from Thanksgiving Day to January 10. The ACC, in its sole discretion, shall determine whether the provisions of this Section 6.39 have been complied with.

6.40 Hot Tubs/Spas. Hot tubs and spas are not allowed to be constructed on a Lot.

6.41 Pools. Pools are not allowed to be constructed on a Lot.

6.42 Retaining Walls. Retaining walls may be constructed on a Lot only after the approval of the ACC and shall be constructed of materials complementary to the masonry used on the facade of the Dwelling Unit. Allowance for water drainage and proper run off design must be considered. Retaining walls should be a minimum height to accomplish the desired split in grade.

6.43 Parking. Parking within the Subdivision is restricted as follows:

(i) On-street parking of Vehicles is not allowed in Fire Lanes as depicted on Plat.

(ii) No obviously inoperable Vehicles shall be left anywhere on the Lot. No overnight parking in areas visible from the street of large trucks (3/4 ton or larger) or Vehicles with advertising is permitted; provided, however, operable Vehicles with advertising thereon and operated by an Owner in conjunction with such Owner's job may be parked in the driveway of such Owner's Dwelling Unit.

(iii) No Vehicle of any sort shall be left on the landscaped portion of the front yard, rear or side yards of any Lot.

(iv) Vehicles advertised for sale or lease are not permitted to be parked on any street or driveway at any time.

(v) No Vehicle of any sort is permitted to be parked with a cover over such Vehicle anywhere on a Lot or on the street.

(vi) No vehicle shall be parked in an overflow parking space longer than forty-eight (48) hours.

6.44 Offensive Activity. Neither noxious or offensive trade nor activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision.

6.45 Construction Exceptions. Notwithstanding anything contained in this Article VI to the contrary, Declarant may grant permission for temporary buildings, structures, lighting and other typical marketing and safety appurtenances, normal and reasonable construction debris, flags and/or signs to be placed on the Lots during construction by the person doing the work and for a temporary sales office and/or model home for Declarant or any other person engaged in the sale or construction of Dwelling Units within the Subdivision. If such permission is granted, the temporary buildings, structures, normal and reasonable construction debris, flags and/or signs shall be removed within thirty (30) days after written notice from the Declarant to remove the buildings, structures, normal and reasonable construction debris, flags and/or signs.

6.46 Drilling and Mining Operations. All oil drilling, water drilling or mineral development operations, oil refining, quarrying or mining operations of any kind shall be permitted

upon the surface of the Subdivision; excepting, that upon compliance with all applicable laws, including, but not limited to, regulations by the Department of Housing and Urban Development, the Federal Housing Authority, Veterans Administration and any other applicable agency, department, commission, board, bureau, or instrumentality of any governmental authority of the United States, the State of Texas, the County of Tarrant, the City and any other local authority, the mineral owners, or their heirs, successors and/or assigns, may develop or produce the oil, gas and other minerals in and under the Property by pooling or by directional drilling under the Property from the well sites located on land other than the Property.

6.47 Re-subdivision or Consolidation. No Lot may be re-subdivided by any Owner or person, except the Declarant. However, any person owning two or more adjoining Lots may consolidate those Lots provided that such consolidation complies with all restrictions set forth in the Declaration and applicable law.

6.48 Certain Other Prohibited Activities.

A. No professional business, or commercial activity to which the general public is invited shall be conducted on any Lot. Other than an incidental home office occupying not more than one room of a Dwelling unit, not trade, business, manufacturing, or other commercial pursuits shall be permitted on an Lot.

B. No outside storage of furniture, appliances, machinery, equipment, lumber or any other materials will be allowed on any Lot. No storage of any material that could pollute the surrounding area, including, but not limited to, tires, batteries, oil, or other petroleum products will be permitted.

C. Mechanical repair of automobiles, campers, boats, trailers, or recreational vehicles is not permitted within the property. General maintenance of vehicles may be accomplished within the confines of a closed garage. Engine oil or other waste products must be returned to proper recycling facility and not stored on site.

D. No activities shall be conducted upon or adjacent to any Lot or within the improvements constructed thereon which are or might be unsafe or hazardous to any persons or property. No open fires shall be lighted or permitted on any Lot except in contained barbecue units while attended and being used for cooking.

E. No fireplace or wood-burning stove shall be installed or used on any lot unless it meet the requirements, standards, and recommendations of all federal, state, or local environmental or air pollution control authorities.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 Architectural Control Committee (ACC). The ACC shall be composed of not more than three (3) persons appointed by the Board of the Association. Members of the ACC need not be Members of the Association. The following persons are hereby designated as the initial members of the ACC: Robert Seals, Bryan Blagg, and David Andrade.

7.2 Architectural Control. Notwithstanding anything contained in the foregoing Article VI of this Declaration to the contrary, no erection of any Dwelling Unit or building of any character and/or any exterior additions or alterations to any Dwelling Unit or building situated upon the Property or a Lot, nor erection of or changes to or additions in fences, hedges, walls and other structures, nor construction of any swimming pools or other improvements, shall be commenced,

erected or maintained until (1) a preliminary sketch showing basic plans and general specifications of same shall have been submitted and approved by the ACC appointed by the Board, and (2) the final plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the ACC or by the Board as to harmony of external design, appearance, and location in relation to surrounding structures and topography, including, without limitation, colors; provided, however, that the provisions of this Article VII shall not apply to buildings, structures, additions, and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by each Owner to the ACC and retained by the ACC. In the event the ACC or the Board fails to approve or disapprove such design and location within forty-five (45) days after the said plans and specifications have been submitted to the ACC, or, in the event, if no suit to enjoin the additions, alterations or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Notwithstanding anything contained to the contrary herein, after a Builder submits a specific floor plan of a Dwelling Unit or elevation to the ACC and the ACC has approved such specific floor plan or elevation, the Builder may use the identical floor plan or elevation again in the Subdivision without resubmitting such identical floor plan or elevation to the ACC for its prior written approval. The provisions of this Article VII (except the provisions relating to the limitation of Declarant's liability) shall not be applicable to Declarant or to the construction or erection of any improvements, additions, alterations, buildings or other structures by Declarant upon any Lot.

THE ACC MAY FROM TIME TO TIME, PUBLISH AND PROMULGATE ARCHITECTURAL STANDARDS BULLETINS AND/OR DESIGN GUIDELINES COVERING

ALL OF THE PROPERTY OR COVERING ALL OR A PORTION OF THE PROPERTY. SUCH BULLETINS AND GUIDELINES SHALL SUPPLEMENT THESE COVENANTS AND ARE INCORPORATED HEREIN BY REFERENCE PRIOR TO ACQUIRING ANY LOT OR CONSTRUCTING ANY STRUCTURE ON ANY LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND/OR OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL CONTROL COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT ARCHITECTURAL STANDARDS BULLETIN AND DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, LANDSCAPE AND USE OF THE LOT AND THE STRUCTURES TO BE CONSTRUCTED THEREON.

THE ARCHITECTURAL STANDARDS BULLETIN AND DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THOSE SPECIFIC STANDARDS, REQUIREMENTS, OR LIMITATIONS SET FORTH OR REFERRED TO IN THIS DECLARATION OR ANY SUPPLEMENTAL DECLARATION.

7.3 No Liability. Neither Declarant, the Association, the ACC, the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action suit

against Declarant, the Association, the ACC, the Board or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands, and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release was given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the ACC, the members of the ACC, the Declarant nor the Association, assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Power of Attorney. Each and every Owner and Member hereby makes, constitutes and appoints Declarant as such Owner's true and lawful attorney-in-fact coupled with an interest and irrevocable, for Owner and in Owner's name, place and stead and for Owner's use and benefit, to do the following:

(a) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part thereof, with such clauses(s), recital(s), covenant(s), agreement(s), and restriction(s) as

Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the Subdivision Plan(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect upon recordation of this Declaration in the Tarrant County Clerk's Office and shall remain in full force and effect thereafter until all Lots owned by the Declaration have been sold and conveyed by Declarant to Class A Members.

8.2 Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original twenty-five (25) year term, expiring on the twenty-fifth (25th) anniversary of the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Lots within the Property and recorded in the Deed Records of Tarrant County, Texas, which contains and sets forth an agreement to abolish this Declaration; provided, however, no such agreement [where approved by less than seventy-five percent (75%) of the Owners of all Lots within the Property] to abolish shall be effective unless recorded one (1) year in advance of the effective date of such abolishment.

8.3 Amendments. This Declaration is expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. This Declaration may be amended and/or changed in part as follows:

(a) In respect to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, Declarant shall have the complete and unrestricted right and privilege to amend, change, revise, modify or delete portions of this Declaration, and each and every Owner and Member specifically and affirmatively authorizes and empowers Declarant utilizing the attorney-in-fact status set forth in Section 8.1 above to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in its sole and absolute discretion) shall deem reasonable and appropriate.

(b) Until such time as Declarant no longer owns any Lot, Declarant may amend or change these Covenants by exercising its powers under Section 8.1 hereinabove.

(c) At such time as Declarant no longer owns any Lot within the Property, this Declaration may be amended either by (i) the written consent of the Owners of at least seventy-five percent (75%) of the Lots within the Property, or (ii) the affirmative vote of the Members entitled to cast seventy-five percent (75%) of the votes of the Members of the Association entitled to vote who are present at a meeting duly called for such purpose. Any and all amendments shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

8.4 Enforcement. Each Owner of each Lot shall be deemed, and held responsible for the acts, conduct and omission of each and every Resident, Member, guest and invitee affiliated with

such Lot, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), Member(s), guests and invitees. The Board shall have the power and authority to impose reasonable fines (which shall not exceed \$500.00 for each separate violation) for violation of this Declaration, any design guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in the Declaration, and to suspend the Owner's right to vote or any Person's right to use of the Common Maintenance Areas. The lien created hereby on each Lot shall extend to, cover and secure the proper payment and performance of each and every Resident, Member, guest and invitee affiliated with each Owner. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage directly or proximately caused by the conduct of their children (under the age of 18 years) within the Property. Enforcement of this Declaration may be initiated by any proceeding at law or equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by this Declaration, but failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association and the City are each specifically authorized (but not obligated) to enforce this Declaration. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

8.5 Validity. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or

Covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions or ordinances or regulations promulgated by the City or other governmental authority, then such municipal or governmental requirement shall control.

8.6 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations contained herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

8.7 Registration with the Association. (a) Each and every Owner, Member and Resident 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, various items of information to the Association such as: the full name and address of each Owner, Member and Resident; (b) the full name of each individual family member who resides within the Dwelling Unit of the Lot; (c) the business address, occupation and telephone number of each Resident; (d) the description and license plate number of each automobile owned or used by a Resident and brought within the Property; (e) the name, address and telephone numbers for other individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate

to obtain such information and the offending Owner, Member or Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

8.8 Notices to Resident/Member/Owner. Any notice required to be given to any Resident, Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when (i) deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing or when (ii) delivered by hand or by messenger to the last known address of such person within the Property.

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

8.10 City Provisions. All construction within the Property shall also comply with all applicable City ordinances and regulations. If any ordinance or regulation imposed by the City imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulation adopted by the City shall lessen the requirements set forth in these Covenants.

8.11 Acceptance by Owners of Rights and Obligations. By the recording of a deed or other conveyance transferring all or part of an interest in a Lot subject to this Declaration, the person or entity to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound

by and subject to all the provisions of the Declaration, any design guidelines, the articles and bylaws of the Association, including any rules or regulations adopted or promulgated by the Association, whether or not mention thereof is made ins aid deed.

8.12 Notice of Sale, Lease or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, within thirty (30) days of the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require. This requirement also applies to all persons or entities acquiring title to a Lot at a foreclosure sale.

8.13 Occupants Bound. All provisions of the Declaration, the design guidelines and any rules promulgated by the Board which govern the conduct of Owners within the Property and provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot. Any lease on any Lot shall be deemed to provide that the lessee and all occupants of the Lot shall be bound by the terms of this Declaration, the design guidelines, the Bylaws and rules of the Association.

8.14 Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available for reason fo the homestead exemption provisions of Texas law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

8.15 Soil Movement. Each Owner acknowledges that the failure or excessive movement of any foundation of any Dwelling Unit can result in the diminished value and overall desirability of the entire Property. Each Owner agrees and understands that the maintenance of the moisture content of the soil on each Lot is necessary to preserve the structural integrity of each Dwelling Unit in the Property. Each Owner also acknowledges that the long term value and desirability of the Property is contingent upon each Owner maintaining its Dwelling Unit so that no structural failure or excessive soil movement occurs within the Property.

EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN NORTH TEXAS IN GENERAL AND THE PROPERTY IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.

If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation and structural failure may occur. Owners are highly encouraged to install and maintain proper irrigation around their Dwelling Unit or take such other measures to ensure even, proportional and prudent watering around the foundation of the Dwelling Unit.

By each Owner's acceptance of a deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledges that Declarant and all Builders shall not be responsible or liable for, and Owner shall assume all risk and consequence of, any damage, settlement, movement or upheaval to the foundation, structural failure, or any damage to pay other part of the Dwelling Unit caused by Owner's failure to exercise proper care and

maintenance of the soil required to prevent soil movement, and hereby releases and forever discharges all Builders and Declarant and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and causes of action, liabilities, damages and claims whatsoever, known or unknown, direct or indirect, arising from or relating to Owner's failure to exercise proper care and maintenance of the soil required to prevent soil movement, including but not limited to, any damage cause by or related in any fashion to the failure or improper or uneven watering of the Lot, planting or improper vegetation near the foundation, or any action by any Owner that affects the drainage of any Lot.

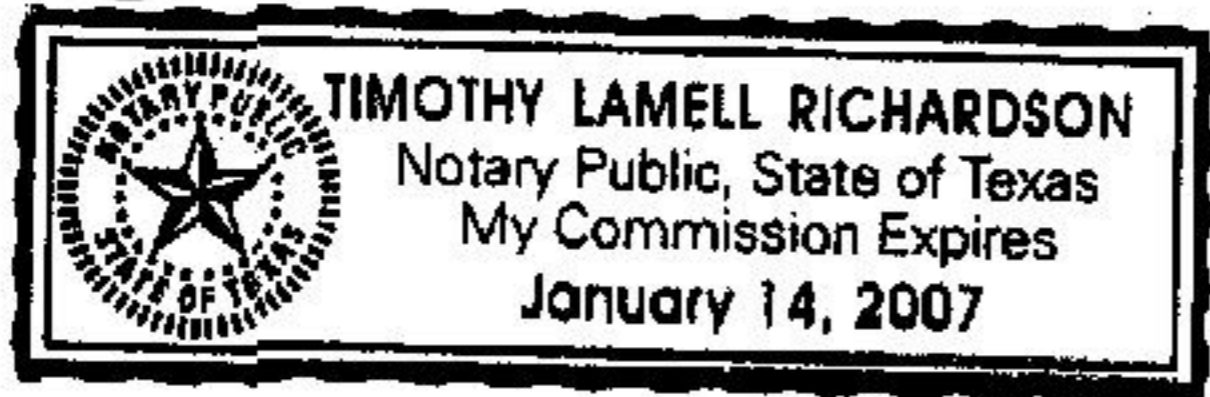
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 9th day of January, 2007.

Texas Development Corporation

By: Robert S. [Signature]
Its Authorized Officer

THE STATE OF TEXAS)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 9th day of January, 2007, by an Authorized Officer of Texas Development Corporation.



[Signature]
Notary Public, State of Texas
My commission expires: 1-14-2007



MAYO MENDOLIA & STARR LLP
5189 E I-20
NORTH SERVICE RD #104
WILLOW PARK TX 76087

Submitter: MAYO MENDOLIA ET AL

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

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

Filed For Registration: 01/26/2007 08:51 AM
Instrument #: D207029440
OPR 48 PGS \$200.00

By: _____



D207029440

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.