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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY RANCH

TARRANT COUNTY, TEXAS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY RANCH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY RANCH is made this 16th day of May, 1985, by TRINITY RANCH JOINT VENTURE, a Texas joint venture.

W I T N E S S E T H:

WHEREAS, Trinity Ranch Joint Venture ("Declarant") is the fee simple title owner of the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes (and being referred to herein as the "Property"); and

WHEREAS, Declarant desires to subject its fee simple interest in the Property to this Declaration and to the covenants, conditions, restrictions, easements, liens and charges herein set forth; and

WHEREAS, Declarant will hereafter hold and convey title to the Property or any part thereof subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Property shall be owned, held, transferred, leased, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth.

ARTICLE I
DEFINITIONS

Section 1.01. "Apartment Complex" shall mean and refer to a real estate apartment complex project composed of one or more structures containing two (2) or more Apartment Units at least one (1) of which is to be rented to the public by the Owner, which project is erected on a lot, tract or parcel of real estate within the Property and for which a Certificate of Occupancy has been issued by the appropriate governmental authorities. For purposes of this Declaration, attached residential structures, as such term may be defined from time to time in the relevant zoning ordinances of the City of Benbrook, Texas, shall each be deemed to be an Apartment Complex and each single family residential unit within the duplex shall be deemed to be an Apartment Unit.

Section 1.02. "Apartment Unit" shall mean and refer to a single residential rental apartment in an Apartment Complex located within the Property.

Section 1.03. "Architectural Review Committee" shall mean and refer to that committee composed of three (3) members appointed in the manner set forth in Article IV of this Declaration which committee is appointed to provide for architectural control and design within the Property and to have and exercise such other powers and/or duties as are more specifically set forth in this Declaration.

Section 1.04. "Certificate of Occupancy" shall mean and refer to any required certification issued by relevant governmental authorities as a prerequisite to the occupancy of all or any portion of any Estate.

Section 1.05. "Condominium Building" shall mean and refer to a residential real estate condominium project composed of one or more structures erected on a lot, tract or parcel of real estate out of or a part of the Property containing two (2) or more Condominium Units, which condominium project has been specifically created and designated as a condominium in accordance with Article 1301(a) of the Texas Revised Civil Statutes, enacted in 1963, as now and hereafter amended or supplemented.

Section 1.06. "Condominium Unit" shall mean and refer to one (1) individual unit located within a Condominium Building, together with an undivided interest in and to the common elements associated with such unit. The term "Condominium Unit" shall have the same meaning as the term "apartment" as used in Article 1301(a) of the Texas Revised Civil Statutes, enacted in 1963, which permits the creation of condominium regimes, as now and hereafter amended or supplemented.

Section 1.07. "Declarant" shall mean and refer to Trinity Ranch Joint Venture, a Texas joint venture, and the successors and assigns (if any) of Trinity Ranch Joint Venture with respect to the voluntary disposition of all or substantially all of the assets of Trinity Ranch Joint Venture or the voluntary disposition of all or substantially all of the right, title and interest of Trinity Ranch Joint Venture in and to the Property, where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of Trinity Ranch Joint Venture as Declarant. No persons or entity purchasing the Property or any part thereof from Trinity Ranch Joint Venture in the ordinary course of business shall be considered as Declarant.

Section 1.08. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Trinity Ranch.

Section 1.09. "Design Guidelines" shall mean and refer to standards, restrictions or specifications published from time to time by the Architectural Review Committee and governing the construction, placement, location, alteration, maintenance or design of any improvements to the Property.

Section 1.10. "Estate" shall mean and collectively refer to a Condominium Unit, Apartment Complex, Lot, Tract and any other interest in real property contained within the Property and owned by an Owner.

Section 1.11. "Lot" shall mean and refer to any lot, parcel or tract of real estate shown on any recorded subdivision map or plat as amended from time to time, to the extent such lot, plot, parcel or tract is a part of the Property, which is designated as a lot therein and which is or will be improved with one (1) single family attached or detached residential dwelling in conformity with the building restrictions contained herein; provided, however, the term "Lot" shall not include (i) any Condominium Unit in a Condominium Building or (ii) any lot, tract or parcel of real estate out of or a part of the Property which is or will be improved with an Apartment Complex.

Section 1.12. "Owner" shall mean and refer to each and every person or entity who is, alone or together with another person or entity, a record title owner of a fee or undivided fee interest in any Lot, Condominium Unit, Apartment Complex, Tract or any lot, tract or parcel of real estate out of or part of the Property; provided, however, the term "Owner" shall not include any person or entity holding a bona fide lien of security interest in a Lot, Condominium Unit, Apartment Complex, Tract or any lot, tract or parcel of real estate out of or a part of the Property as security for the performance of an obligation.

Section 1.13. "Property" shall mean and refer to all existing real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, including any and all improvements thereon, and any additions of real property made subject to this Declaration through any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article II of this Declaration.

Section 1.14. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions for Trinity Ranch annexing additional property and extending the plan of this Declaration to such additional property, prepared and filed of record pursuant to the provisions of Article II of this Declaration.

Section 1.15. "Supplementary Declaration" shall mean and refer to any Supplementary Declaration of Covenants, Conditions and Restrictions for Trinity Ranch which supplements and/or amends this Declaration as to all or any part of the Property then subject to this Declaration and which is property filed and recorded as described in Article II of this Declaration pertaining to Supplemental Declarations.

Section 1.16. "Tract" shall mean and refer to unsubdivided, improved or unimproved land within the Property, developed or to be developed for residential or non-residential use. The term "Tract" shall not include land upon which is located a Condominium Building or an Apartment Complex or which is encompassed within a Lot.

ARTICLE II
PROPERTY

Section 2.01 Property Subject to Declaration. The real property covered by this Declaration shall, be the Property (as defined herein), and any right, title or interest therein shall be owned, held, transferred, leased, sold, conveyed and/or occupied by Declarant and any subsequent owner, lessee or occupant of all or any part thereof, subject to this Declaration and the covenants, conditions and restrictions herein set forth.

Section 2.02 Annexation of Property Subject to Declaration by Declarant. All or any part of any real property near and/or adjacent to the Property (the "Additional Property"), whether or not such real property is contiguous to the Property, may be annexed to and become subject to this Declaration without the approval, assent or vote of the Owners provided that a Supplemental Declaration covering the real property sought to be annexed is executed and recorded in the office of the County Clerk of Tarrant County, Texas, by Declarant; provided, however, no Supplemental Declaration shall be so executed and recorded pursuant to this Section 2.02 more than ten (10) years subsequent to the date of execution of this Declaration without the approval of at least sixty-seven percent (67%) of the then Owners of the Property. The execution and recordation by Declarant of any such Supplemental Declaration shall constitute and effectuate the annexation of the real property described therein, making any such real property subject to this Declaration, and thereafter said annexed real property shall be a part of the Property. Although Declarant shall have the ability to annex all or any Additional Property to this Declaration as provided above, Declarant shall not be obligated to annex any of such real property and no such real property shall become subject to this Declaration unless and until a Supplemental Declaration shall have been executed and recorded by Declarant as provided herein.

Section 2.03. Supplemental Declarations. The annexation authorized by this Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Tarrant County, Texas, a Supplemental Declaration of Covenants, Conditions and Restrictions for Trinity Ranch or similar instrument, with respect to the additional real property. Any such Supplemental Declaration may contain such additions, deletions and/or modifications of the covenants, conditions, restrictions, easements, liens and charges contained in this Declaration as may be necessary to reflect the different character, if any, of such annexed real property and as are not substantially inconsistent with the plan of this Declaration. In no event, however, shall any such Supplemental Declaration revoke, modify or add in the covenants, conditions, and restrictions, easements, liens or charges established by this Declaration, as same relate to and affect that portion of the Property previously subject to this Declaration.

ARTICLE III
USE OF PROPERTY AND ESTATES - PROTECTIVE COVENANTS

The Property and each Estate situated thereon shall be constructed, developed, occupied and used as follows:

Section 3.01. Use Limitations.

(a) Certificate of Compliance. No Estate or any other portion of the Property shall be deemed to be improved or altered in compliance with this Article III or Article IV hereof until the Architectural Review Committee shall have issued a Certificate of Compliance with these covenants and restrictions to the Owner of such Estate or such other portion of the Property. Such Certificate shall be issued only after completion (as defined by the American Institute of Architects) of the subject improvements and shall be issued or denied within five (5) business days after the Architectural Review Committee has received a written request for such certification from the Estate Owner. Receipt of such written request for certification shall be confirmed in writing by the Committee and certification shall be deemed given if not denied in writing within said five (5) business day period. Notwithstanding anything to the contrary, said certification shall not be in violation of any of the laws or ordinances of the applicable municipality having jurisdiction or any other applicable governmental laws, rules or regulations.

(b) Drilling and Mining Operations. Unless specifically approved in writing by the Architectural Review Committee, no oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Estate, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Estate. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Estate.

(c) Offensive Activities. No noxious or offensive activity shall be conducted on any Estate nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Estate Owners. The Architectural Review Committee, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Estate, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and further provided that they do not become an annoyance or nuisance to other Estate Owners.

(d) Commercial Use on Residential Estates. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever shall be conducted or carried on upon any Residential Estate or any part thereof, or in any building or other structure erected thereon, save and except sales or leasing offices and apartment leasing and management offices, with the prior written approval of the Architectural Review Committee and compliance with local municipal Zoning Ordinances.

(e) Clotheslines. No clotheslines may be maintained on any Estate unless completely screened from public view.

(f) Antennas. No antenna, tower or receiving disc shall be erected on any Estate for any purposes, nor shall any antenna or tower be affixed to the outside of any dwelling on any Estate; except as may be allowed in writing by the Architectural Review Committee, in its sole discretion.

(g) Trash Receptacles and Collection. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public, unless otherwise approved by the Architectural Review Committee in writing. Each and every Estate Owner shall observe and comply with any and all regulations or requirements promulgated by the appropriate governing municipality having jurisdiction, in connection with the storage and removal of trash and garbage. All Estates shall at all times be kept in a healthful, sanitary and attractive condition. No Estate shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with

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tightly-fitting lids, and which shall be maintained in a clean and sanitary condition. No Estate shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Estate may be placed upon such Estate at the time construction is commenced and may be maintained thereon for a reasonable time so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Estate, or stored in a suitable enclosure on the Estate. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Estate.

(h) Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Estate. No trailer, mobile home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Estate either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Estate from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Estates, construction and selling of residential and non-residential structures and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant, Owners and builders shall also have the temporary right to use a residence situated on an Estate as a temporary office or model home during the period of and in connection with construction and sales or leasing operations on the Property, but in no event shall a builder or Owner have such right for a period in excess of one (1) year from the date of substantial completion (as defined by the American Institute of Architects) of such party's last structure on the Property. Except as hereafter provided, any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper, recreational vehicles or any vehicle other than conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage of the appropriate Estate Owner and concealed from view by other Estate Owners, unless the Architectural Review Committee, in its sole discretion, directs otherwise in writing. The Owner may designate areas (subject to written approval by the Architectural Review Committee) within Estates improved with Apartment Complexes or Condominium Buildings where boats, boat trailers, recreational vehicles, campmobiles or campers may be parked or placed within the public view.

(i) Signs. No sign or signs shall be displayed to the public view or any Estate except that:

(i) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for construction, development, operation, promotion, leasing and/or sale of the Estates;

(ii) Any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than five (5) square feet in size) per Estate for advertising and sales promotion. Any additional signs larger than five (5) square feet desired by a builder or realty office to advertise the property during the construction and sales period are subject to the prior approval of the Architectural Review Committee;

(iii) Thereafter, a dignified "for sale" sign of not more than five (5) square feet in size, acceptable to the Architectural Review Committee, may be utilized by the Estate Owner of the respective Estate for the sale of the Estate; unless approved in writing by the Architectural Review Committee;

(iv) All signs identifying Apartment Complexes, Condominium Buildings, Commercial Buildings and Office Buildings shall be permitted if approved as to size, composition, design, illumination and location by the Architectural Review Committee. Signs conforming to Design Guidelines promulgated by the Architectural Review Committee shall be approved; and

(v) Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the appropriate governmental municipality having jurisdiction, as such standards may be applicable to the Property.

(j) External Sculptures and Like Accessories. All external sculptures, fountains, flags and like accessories on the Estate are subject to approval of the Architectural Review Committee.

Section 3.02. Landscaping, Walls and Fences.

(a) Landscaping Plan. A landscaping plan approved by the Architectural Review Committee will be required with respect to the improvements on any Estate, however, the Architectural Review Committee may, in its sole discretion, waive this requirement.

(b) Installation and Maintenance of Landscaping and Sprinkler System. Each Condominium Building, Apartment Complex, Commercial Building and Office Building shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to all landscaped areas. Weather permitting, areas appurtenant to any building shall be fully landscaped within ninety (90) days from the date the building is initially occupied. The Owners of the Estate shall be responsible for the landscaping and maintenance of their Estates and the landscaped areas between their Estates and adjacent streets.

(c) Fences.

(i) No fence, wall or hedge shall be erected, placed or altered on any Estate without the approval of the Architectural Review Committee. All clotheslines, wood piles, tool sheds, air-conditioning equipment, sanitation facilities or other service facilities must be enclosed with fences, walls or landscaping, as may be required by the Architectural Review Committee, so as not to be generally visible by the public unless otherwise approved in writing by the Architectural Review Committee.

(ii) The Architectural Review Committee may from time to time promulgate specific Design Guidelines governing the composition and location of screening walls, fences and hedges to be located upon Estates within the Property. Screening walls shall be incorporated into and be harmonious with the overall landscaping plan developed for the Property.

(iii) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain in any corner Estate within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any Estate within 10 feet from the intersection of a street property line with the edge of a driveway or 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 line.

(iv) No chain link, wire or other open fencing will be allowed unless expressly approved in writing by the Architectural Review Committee.

Section 3.03. Streets, Sidewalks and Exterior Lighting.

(a) Alignment, Size and Composition of Streets. Alignment, size, composition of streets and alleys (if applicable) must be approved by the Architectural Review Committee and must comply with all relevant regulations and ordinances of the appropriate governmental municipality having jurisdiction.

(b) Sidewalks. Each public street shall have a sidewalk on each side, the size, location and materials of which must be approved by the Architectural Review Committee and must comply with standards set by the appropriate governmental municipality having jurisdiction.

(c) Exterior Lighting. A street lighting plan showing street light locations, spacing, standard types and light type and sizes must be submitted for approval to the Architectural Review Committee. No exterior light shall be installed or maintained within the Property, which light is found to be objectionable by the Architectural Review Committee. Upon being given notice by the Architectural Review Committee that any exterior light is objectionable, the Owner of the Estate on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

Section 3.04. Architectural Control. All structures shall meet the following requirements (except as may be modified by the Architectural Review Committee from time to time):

(a) Architectural Control: No building shall be erected, placed or altered on any lot until construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Review Committee. Furthermore, no existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Review Committee.

(b) Screening of Service Equipment: Excluding Single Family detached developments, a plan showing the location and screening of all exterior utility masters, transformers and other exterior mechanical equipment must be approved in writing by the Architectural Review Committee. No roof mounted mechanical equipment shall be permitted unless properly screened and approved in writing by the Architectural Review Committee.

(c) Utilities:

(i) Improvements situated on an Estate shall be connected to the water and sewer lines as soon as practicable after same are available at the Estate line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Estate. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Review Committee.

(ii) All telephone, electric, cable or other service lines shall be installed underground and shall meet all requirements of the appropriate governmental municipality having jurisdiction.

(iii) A general utility plan for the construction and installation of all utility and other services including but not limited to water, sanitary sewer, storm sewer, electric, telephone, cable and other services must be submitted to the Architectural Review Committee for approval prior to installation.

(d) Paint. All painted improvements and other painted structures on each Estate shall be repainted by the Owner thereof at such Owner's sole cost and expense as often as is reasonably necessary to insure the attractiveness and aesthetic quality of such Estate or improvement. The approval of the Architectural Review Committee otherwise required for improvements under Article IV, shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

(e) Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partially completed condition any longer than reasonably necessary.

Section 3.05. Failure to Maintain Estate. If, at any time, an Owner of any Estate shall fail after reasonable notice to control weeds, grass and/or other unsightly growth, the Architectural Review Committee or its agents, shall have the authority and right, but not the obligation, to go onto said Estate for the purpose of mowing and cleaning said Estate and shall have the authority and right to assess and collect from the owner of said Estate the expenses of mowing or cleaning said Estate on each respective occasion of such mowing or cleaning plus interest thereon at the highest lawful rate. If any time, weeds or other unsightly growth on the Estate exceed six inches (6") in height (nine inches (9") with respect to an undeveloped Tract), the Architectural Review Committee or its agents, shall have the right and authority, but no obligation, to mow and clean the Estate and to assess the Owner as aforesaid. The assessments for any such incurred expenses, together with such interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Estate at the time when the assessment occurred. Each and every Owner of any Estate, by the acceptance of a deed or other conveyance of such Estate shall thereby covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the date of any such assessment.

Section 3.06. Additional Construction Standards for Certain Apartment Complexes, Condominium Buildings, Commercial Buildings or Office Buildings. Notwithstanding anything to the contrary contained in this Article III, the following restrictions and standards shall apply to Apartment Complex and Condominium Building projects, and Commercial and Office projects as defined in the applicable zoning ordinances:

(a) Minimum Landscaping: Any portion of the Estate not covered by an impervious surfaces, i.e. buildings, parking areas, drives and other vehicular access areas, shall be landscaped open space.

(b) Parking:

(i) subject to the provisions of subsections (ii) through (iv) immediately below, parking spaces

shall be provided in a manner which satisfies the parking requirements of the appropriate municipality having jurisdiction.

(ii) all of the foregoing parking requirements must be satisfied with off-street parking spaces;

(iii) parking shall be allowed only in designated parking areas, unless approved by the Architectural Review Committee;

(iv) each parking row shall be terminated by a landscaped island on either side, each island with a minimum of one (1) tree, except as otherwise approved by the Architectural Review Committee.

(c) Roofs on Parking Structures. The form, pitch, composition and design of all roofs and supporting structure on covered parking structures shall be compatible with that of the project to which such structures relate.

(d) Trash and Receptacles. Trash dumpsters shall be located in areas which are not highly visible and screened on at least three (3) sides by walls constructed of materials compatible with the appurtenant residential structures.

ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

Section 4.01. Architectural Review Committee. Declarant hereby establishes an Architectural Review Committee (hereinafter referred to as the "Committee"). The Committee shall consist of from three (3) to five (5) members at any given time, and shall be initially designated by Declarant. Any member of the Committee (not including Declarant) may be removed, with or without cause, by a majority of the Committee. Declarant may not be removed unless with its concurrence. Upon the death, resignation or removal of any member of the Committee, a successor shall be designated by a majority vote of the remaining members of the Committee. Neither the members of the Committee, nor any designated representatives of the Committee shall be entitled to compensation for services performed pursuant to this declaration. All members of the Committee shall be appointed for one (1) year terms.

In the event that no members remain on the Committee, new members to the Committee can be chosen in the following manner: Upon the written request of ten percent (10%) of the then Owner's of Estates, a meeting shall be held for the purpose of selecting one or more members for the Committee. Reasonable diligence shall be used to notify the then Owner's of Estates of the time and place of the meeting and the purpose thereof. At such meeting, up to five (5) persons may be selected as members of the Committee. Each Owner of Estate(s), excepting therefrom, any land contained within public parks or

dedicated rights-of-way, shall have one (1) vote for each acre of land, or corresponding fraction thereof, and the five (5) persons receiving the most votes shall be selected as members of the Committee.

Each member of the Committee shall act reasonably and in good faith in performing such member's duties and obligations under this Article IV.

Section 4.02 Basis of Approval. No subdivision plat or map shall be recorded against any portion of the Property and no, building, structure, road, alley, drive, utility, parking structure, parking lot, fence, wall, improvement, alterations to improvements or additions to improvements of any kind or nature shall be erected, placed or altered on any Estate or tract on the Property until, as applicable, all subdivision plats, all plans and specifications and a plat plan have been submitted to and approved in writing by the Committee, or a majority of its members, as to:

(a) quality of workmanship and materials and proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;

(c) location with respect to topography and finished grade elevation and effect of location and use on neighboring Estates and improvements situated thereon; drainage arrangements; and

(d) the other standards set forth within this Declaration (and any amendments or supplements hereto) to accomplish the purposes and goals evidenced by this Declaration, including, but not limited to, the purposes and goals of the Design Guidelines of the Committee.

The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other improvements and location, quality and quantity of landscaping on the Estates, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment or use of one or more Estate Owners or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee shall have the authority to make final decisions in interpreting the general interest, effect and purpose of the restrictions and covenants described in Article II hereof.

Any improvements constructed in accordance with plans and specifications approved by the Committee in accordance with its then applicable standards and requirements shall not be required to be changed because such standards are thereafter amended. The Committee shall review and set upon submitted plans and specifications in accordance with the applicable time periods specified in Sections 4.04 and 4.06.

Section 4.03. Definition of "Improvement(s)". The term "Improvement(s)" shall mean and include all buildings and roofed structures, parking areas, fences, walls, poles, driveways, ponds, swimming pools, signs, changes in any exterior color or shape, glazing or reglazing of exterior

windows with mirrored or reflective glass, streets, drainage facilities, utilities, roads, alley paths, and any new construction or exterior improvement significantly altering the appearances of any of the foregoing. It also includes public streets, utilities, garden shrubs, tree replacements and other landscaping, and subdivision plats or maps to be recorded against the Property or any portion thereof. It includes both original improvements and all later changes and improvements.

Section 4.04. Preliminary Plan Submissions. The Architectural Review Committee is authorized and empowered to, and shall consider, review and comment on proposed subdivision plats or maps, preliminary plans (for Estate, utility, street, road and alleyway development as well as for construction of residences, Apartment Complexes, Condominium Buildings, Commercial Buildings, and Office Buildings) submitted in duplicate on an informal basis to assist Owners, developers and prospective purchasers of all or portions of the Property in complying with applicable covenants and restrictions and to assist in the completion of feasibility studies undertaken by such persons or entities. If the preliminary plats, or plans and specifications are approved by the Committee, one set thereof will be retained by the Committee, and one complete set of plats or plans as applicable will be marked "Approved" and returned to the Estate Owner or his designated representative. If found not to be in compliance with the covenants, conditions and restrictions contained in this Declaration, one set of such preliminary plats, plans and specifications as applicable, shall be marked "Disapproved", and returned accompanied by a reasonable statement of items found not to comply with the covenants, conditions and restrictions contained herein. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plats or plans and specifications within fifteen (15) calendar days after the date of submission, disapproval of the matters submitted shall be presumed. All submittals shall be delivered via United States Mail, postage prepaid, registered or certified mail, or via express messenger delivery service, or hand delivered by applicant or its agent to the Architectural Review Committee. For the purposes of this Declaration, the date of submission shall be defined as that date which the Architectural Review Committee is in receipt of said submittals. Comments on and approvals of preliminary plats or plans and specifications as applicable, shall be binding upon the Architectural Review Committee provided that conforming final plans and specifications or plats, as applicable, are submitted within ninety (90) days of such preliminary comments or approvals.

Section 4.05. Plan Submissions. Final plats and plans and specifications, as applicable, shall be submitted in duplicate to the Committee prior to the construction of any improvements. Such plats and plans and specifications, as applicable, shall include, to the extent applicable to the proposed improvements as determined by the Architectural Review Committee, the following:

(a) A plat showing lot and finished floor elevations (unless otherwise specified by the Committee) and showing the location of all proposed improvements, structures, roads, alleyways, easements, utilities, patios, driveways, parking areas and structures, fences and walls. Existing and finished grades shall be shown at Property or Estate corners, as applicable, and at corners of proposed improvements.

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Property drainage provisions shall be included as well as cut and fill details if any appreciable change in the Estate contour is contemplated.

(b) Exterior elevations of all proposed buildings and structures.

(c) A description of exterior materials, colors, textures and shapes of all buildings and structures.

(d) A landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, ground cover, street furniture and sculpture.

(e) Roads, alleyways, parking areas and driveway plans.

(f) Screening including size, location and method.

(g) Utility connections, including routing of electrical, gas, water, sanitary sewer and telephone cables.

(h) Exterior illumination, if any, including location, manufacturer's fixture number and support photometric test data.

(i) Any public street or utilities to be built with the completed engineering design for said improvements.

(j) Trash container storage locations and related screening.

(k) Proposed use of parcel of land.

(l) Dimensional floor plan of all enclosed spaces including one example of each residential unit type, each recreation or service building, and any garages or parking facilities.

(m) Fire protection system.

(n) Location and name of all proposed streets, alleys, walkways and easements.

(o) Such other matters as may be required by the then applicable zoning code of the municipal or governmental authority having jurisdiction over the Property.

(p) Signs, including size, shape, color, content, location, materials and illumination.

(q) Any other data or information requested or deemed reasonably necessary by the Architectural Review Committee.

The Committee may defer the date for submission of any of the matters described in Section 4.05(a)-(q). Including specifically, landscaping plans referenced at Section 4.05(o) by notice in writing to the person or entity requesting such deferral of the submission date.

Section 4.06. Approval Procedure. The Committee is authorized to request the submission of samples of proposed exterior construction materials and colors. At such time as the plats or plans and specifications, as applicable, are approved by the Committee one set of plats or plans and specifications, as applicable, will be retained by the Committee and one complete set of plat or plans and specifications, as applicable, will be marked "Approved" and returned to the owner or his designated representative. If found not to be in compliance with the covenants, conditions and restrictions contained in this Declaration, one set of such plat or plans and specifications, as applicable, shall be marked "Disapproved", accompanied by a reasonable statement of items found not to comply with the covenants, conditions and restrictions contained herein. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plat or plans and specifications, as applicable, within fifteen (15) calendar days after the date of submission (as that term has been defined herein), disapproval of the matters submitted shall be presumed. Any material modifications or changes to the approved plat or plans and specifications, as applicable, must again be submitted to the Committee for its inspection and approval. Material modifications or changes in plats or plans and specifications, as applicable, must be approved or disapproved in writing within fifteen (15) calendar days after appropriate submissions or such modifications or changes shall be deemed to be approved.

The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other improvements and location, quality and quantity of landscaping on the Estates, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment or use of one or more Estate Owners or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

All improvements approved by the Committee shall be diligently commenced after obtaining all necessary governmental approvals therefore and thereafter shall be pursued to completion.

Section 4.07. Design Guidelines. The Committee may, from time to time, publish and promulgate Design Guidelines and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the property and are intended as a guide to assist the Architectural Review Committee in reviewing plats or plans and specifications. In any event, such Design Guidelines shall not be binding upon the Committee and shall not constitute in every event the basis for approval or disapproval of plats, plans, specifications or other documents submitted to the Committee for approval.

Section 4.08. Variance. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect or install improvements which are in variance from the covenants and restrictions described herein. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within fifteen (15) calendar days of the

submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder, against any other Owner.

Section 4.09. Nonconforming and Unapproved Improvements. The Committee may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Article IV in addition, the Committee may, but has no obligation to do so, cause such restoration, demolition and removal and recover the amount of the cost thereof from the Owner of the Estate or portion of Property upon which such improvements were commenced or constructed.

Section 4.10. No Liability. Neither Declarant, the Committee, nor employees, officers, directors and agents of any of them shall be liable in damages to anyone submitting plats or plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions 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 plats or plans and specifications, and every Owner of any of said property agrees that he will not bring any action or suit against Declarant, the Committee, or officers, directors, employees and agents of any of them, to recover any such damages and hereby releases, remises, 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 is given.

Section 4.11. Certificate of Compliance. Within five (5) business days after an Owner's written request for same and upon substantial completion (as such term is defined by the American Institute of Architects) of improvements, the plats or plans and specifications for which are subject to review by the Committee, the Committee shall inspect such improvements and if the improvements are constructed, erected, placed or shared in accordance with approved plats or plans and specifications the Committee shall have a certificate evidencing compliance with the provisions hereof. If the project subject to review is a phased project, the Committee shall inspect each phase as phases are substantially completed (as such term is defined by the American Institute of Architects) and if such phase including, but not limited to parking facilities, landscaping and signage related to such phase, is found to be in substantial conformity with previously approved plats or plans, specifications and other submissions, a certificate evidencing such compliance will be issued by the Committee.

Section 4.12. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of substantial completion of construction of any improvement within the Property, said improvements shall, in favor of

purchasers and encumbrancer in good faith and for value, be deemed to be in compliance with all provisions of this Article IV, unless actual notice of such noncompliance and noncompletion, executed by the Committee or its designated representatives, shall appear of record in the office of the County Clerk of Tarrant County, Texas or unless legal proceedings shall be instituted to enforce compliance or completion. The term "substantial completion" shall be defined in the manner adopted by the American Institute of Architects from time to time. Subsequent improvements, alterations or repairs to an Estate shall not entitle the Committee to review for compliance any improvements substantially completed more than one (1) year prior to such more recent improvements, alterations or repairs which are subject to review.

Section 4.13. Appointment and Designation. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons or subcommittees which shall have full authority to act on behalf of said Committee in all matters delegated.

Section 4.14. Review Fee and Address. Any plats or plans and specifications shall be submitted in duplicate, in writing, for approval together with a reasonable processing fee as set by the Committee. The review fee shall cover only the cost of employing non-affiliated consultants to review plats or plans and specifications as well as incidental expenses associated with the review process. The address of the Committee shall be the principal place of business of the Declarant. Such address shall be the place of the submittal of any plats or plans and specifications and the place where the current Design Guidelines and rules and regulations, if any, of the Committee shall be kept.

Section 4.15. Inspection. After telephonic notice to the Owner, any member or agent of the Committee may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of said Committee to confirm improvement or maintenance in compliance with the provisions hereof.

Section 4.16. Governmental Authorities. All Owners of any Estate or portion of the Property and their successors and assigns by their acceptance of their respective deeds, shall be bound by and subject to all applicable laws, rules or regulations. No improvements or addition or change or alteration thereof shall be constructed, erected, phased, altered or maintained on any portion of the Property, including the Common Area which is in violation of any of the laws or ordinances of the applicable municipality having jurisdiction or any other applicable governmental laws, rules or regulations. Notwithstanding anything to the contrary herein contained, neither the Declarant nor the Committee and their respective officers, directors, agents and employees shall have any obligation to enforce or to report the violation of any such law, ordinance, rule or regulation.

Section 4.17. No Liability for Design Defects. Plats or plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Committee, the members thereof, or the Declarant assumes liability or responsibility therefor, nor for any defect in any structure or improvement constructed from such plans and specifications.

ARTICLE V
GENERAL PROVISIONS

Section 5.01. Duration. The covenants, conditions, and restrictions of 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 Architectural Review Committee, the Declarant, and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Tarrant County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by sixty-seven percent (67%) of the then Owners of the Property and has been recorded in the Deed records, Tarrant County, Texas, agreeing to abolish the same covenants, conditions and restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 5.02. Amendments. This Declaration and all provisions, covenants, conditions and restrictions contained herein may be amended, released, supplemented and/or eliminated in whole or in part by Declarant at any time from and after the date hereof until such time as Declarant has sold all of the Property, at which time this Declaration may be amended and/or supplemented only by instrument signed by sixty-seven percent (67%) of the then Owners of Estates excepting therefrom, any land contained within public parks or dedicated rights-of-way. The rights to amend, release, supplement and eliminate hereby retained by Declarant may be assigned by Declarant to any successor Declarant hereunder or to the Owners of the Property; provided, however, that any such assignment must be a clear express assignment of such rights and may not be implied.

Any and all amendments, if any, shall be recorded in the office of the County Clerk of Tarrant County, Texas.

Except as hereinafter provided, it is expressly understood that the amendment rights hereby reserved and retained by Declarant are irrevocable and unconditional, and that Declarant, in Declarant's sole and absolute discretion, may change, modify, add to or eliminate, in whole or in part, any and all provisions, covenants, conditions and restrictions contained herein or the applicability of all or any portion thereof to the Property or any portions thereof. A part of the material consideration to Declarant for the conveyance by Declarant to any purchaser (which term as used herein, shall be deemed to include such purchaser and any and all heirs, beneficiaries, personal representatives, successors and/or assigns of such purchaser) of all or any part of the Property, each such purchaser has and by the act of closing such purchase shall be deemed to have recognized and agreed that this Declaration creates no third party rights, that such purchaser may not rely in any respect upon the permanence or continued existence of any provision, covenant, condition or restriction contained in this Declaration and that no such purchaser may now or hereafter make or bring any claim or cause of action against Declarant or any other party based upon any amendment, release, supplement or elimination. Declarant may hereafter make to this Declaration and/or any

provision, covenant, condition and/or restriction contained herein or the application thereof to the Property or any portion thereof.

Section 5.03. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Until such time as all of the Property is owned by Owners other than Declarant, only the Declarant shall have the right, but not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth within this Declaration. After such time any Owner or the Architectural Review Committee shall have the right, but not the obligation, to so enforce these covenants and restrictions as same may exist at the time of any such attempted enforcement.

Section 5.04. Limitation of Restrictions on Declarant. Declarant is undertaking the work of developing land for residential and commercial purposes and incidental improvements upon the property. The completion of that work and the sale or other disposal of such developed land is essential to the establishment and welfare of said Property as a residential and business community. In order that said work may be completed and said property be established as a fully occupied residential and business community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing to the Property whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a community and disposing of the same in parcels by sale, lease, or otherwise; or

(c) Prevent Declarant from conducting on any part of the Property such business or completing said work; or

(d) Prevent Declarant from maintaining such sign or signs on any part of the Property as may be necessary for the sale, lease or disposition thereof, provided; however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of such Owner's Estate.

The foregoing limitations of the application of the restrictions to Declarant shall terminate upon the sale of Declarant's entire interest in the Property.

Any action taken by Declarant pursuant to any provision of this Section will not unreasonably interfere with the owner's rights and use of such Owner's Estate.

Section 5.05. Termination of and Responsibility of Declarant. If Declarant should convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 5.06. Owners' Compliance. Each Owner, tenant or occupant of an Estate or unit in an Apartment Complex, Condominium Building, Commercial Building or Office Building shall comply with the provisions of this Declaration, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages and/or fines or for injunctive relief.

Section 5.07. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 5.08. 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.

IN WITNESS WHEREOF, Trinity Ranch Joint Venture, a Texas joint venture, being the Declarant herein has caused this instrument to be executed this 16th day of May, 1985.

TRINITY RANCH JOINT VENTURE,
a Texas joint venture

BY: TRINITY DEVELOPMENT,
a Texas joint venture, Venturer

BY: CARTER-THOMPSON COMPANIES, INC.
a Texas corporation, Partner

BY: Gregory S. Carter, President

BY: FIRST SERVICE CORPORATION,
an Arizona corporation

BY: James E. Hird, Vice President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on 16th day of May, 1985 by Gregory S. Carter, President of Carter-Thompson Companies, Inc., a Texas corporation, on behalf of said corporation acting as a partner in Trinity Development, a Texas joint venture which is a venturer in Trinity Ranch Joint Venture, a Texas joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of May, 1985.

Linda Diane Boone
Notary Public in and for the
State of Texas

Linda Diane Boone
(Printed or Typed Name of Notary)

My Commission Expires:
August 27, 1988

THE STATE OF TEXAS §
§
THE COUNTY OF DALLAS §

This instrument was acknowledged before me on 16th day of May, 1985 by James E. Hird, Vice President of First Service Corporation, an Arizona corporation, on behalf of said corporation acting as a venturer in Trinity Ranch Joint Venture, a Texas joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of May, 1985.

Linda Diane Boone
Notary Public in and for the
State of Texas

Linda Diane Boone
(Printed or Typed Name of Notary)

My Commission Expires:
August 27, 1988

UNOFFICIAL RECORD

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EXHIBIT A

BEING a 159.38 acre tract of land situated in the City of Benbrook and the City of Fort Worth, Tarrant County, Texas and out of the N. Proctor Survey, Abstract Number 1229, the D.H. Dickson Survey, Abstract Number 442, and the E. Taylor Survey, Abstract Number 1560, also being the same tract of land conveyed to Trinity Ranch Joint Venture by deed recorded in Volume 7887, Page 705 of the Deed Records of Tarrant County, Texas, said 159.38 acre tract of land being more particularly described as follows:

BEGINNING at a 3/4 inch iron rod found for the point of intersection of the northwesterly line of a 300 feet wide TESCO right-of-way described in Volume 5428, Page 543 of the Deed Records of Tarrant County, Texas with the southwesterly right-of-way line of R.M. 2871;

THENCE with the northwesterly line of said TESCO right-of-way South 61°32'37" West a distance of 3398.03 feet to a 3/4 inch iron rod found for corner;

THENCE North 00°10'37" East a distance of 4286.20 feet to a 1 inch iron pipe found for corner in the southerly right-of-way line of the T. & P. Railway Company (150 foot right-of-way);

THENCE with the southerly right-of-way line of the T. & P. Railway Company, South 81°33'37" East a distance of 1352.67 feet to a 1 inch iron rod found for corner in the southwesterly right-of-way line of R.M. 2871, said corner being in a curve to the left, the radius point of said curve being situated South 89°45'32" East a distance of 2417.01 feet from said iron rod;

THENCE with the southwesterly right-of-way line of R.M. 2871 and said curve to the left through a central angle of 15°02'10" an arc distance of 634.30 feet to the most northerly corner of a tract of land conveyed to the State of Texas by deed recorded in Volume 6404, Page 503 of the Deed Records of Tarrant County, Texas;

THENCE with said State of Texas tract the following:

South 20°35'54" West a distance of 276.56 feet to a point for corner;

South 20°04'06" East a distance of 572.89 feet to a point for corner;

South 70°46'06" East a distance of 402.93 feet to a point for corner in the southwesterly right-of-way line of R.M. 2871 said corner being in a curve to the left, the radius point of said curve being situated North 50°12'26" East a distance of 2417.01 feet from said point;

THENCE with the southwesterly right-of-way line of R.M. 2871 the following:

Southeasterly with said curve to the left through a central angle of 09°29'31" an arc distance of 400.42 feet to a 5/8 inch iron rod found for corner;

South 49°15'24" East a distance of 553.09 feet to a 5/8 inch iron rod found for corner;

South 57°48'35" East a distance of 303.30 feet to a 5/8 inch iron rod found for corner;

South 49°10'25" East a distance of 158.76 feet to the **POINT OF BEGINNING;**

CONTAINING an area of 159.38 acres of land.

EXHIBIT A

BEING a 563.77 acre tract of land situated in the City of Benbrook, Tarrant County, Texas and out of the W.W. Wilburn Survey, Abstract Number 1639, the T. & N.O. R.R. Co. Survey, Abstract Number 1565, the E. Langston Survey, Abstract Number 988 and the E. Taylor Survey Abstract Number 1560, being the tract of land conveyed to Trinity Ranch Joint Venture by deed recorded in Volume 7887, Page 705 of the Deed Records of Tarrant County, Texas, said 563.77 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the point of intersection of the southwesterly right-of-way line of R.M. 2871 with the northwesterly right-of-way line of U.S. Highway 377 (both variable width right-of-ways);

THENCE with the northwesterly right-of-way line of U.S. Highway 377 the following:

South 54°34'53" West a distance of 2424.21 feet to the point of curvature of a curve to the left having a radius of 2924.81 feet;

Southwesterly with said curve to the left through a central angle of 21°17'16" an arc distance of 1086.69 feet to the point of tangency of said curve;

South 33°17'37" West a distance of 258.62 feet to the point of curvature of a curve to the right having a radius of 2804.81 feet;

Southwesterly with said curve to the right through a central angle of 06°33'30" an arc distance of 321.05 feet to the point of tangency of said curve;

South 39°51'07" West a distance of 3026.39 feet to the point of curvature of a curve to the right having a radius of 2804.81 feet;

Southwesterly with said curve to the right through a central angle of 08°07'54" an arc distance of 398.07 feet to the end of said curve;

South 48°21'00" West a distance of 31.57 feet to a 1 inch iron rod found for corner;

THENCE departing the northwesterly right-of-way line of U.S. Highway 377 North 00°10'37" East a distance of 6865.95 feet to a 3/4 inch iron rod found for corner in the south line of a 300 feet wide TESCO right-of-way described in Volume 5428, Page 543 of the Deed Records of Tarrant County, Texas;

THENCE with the southeasterly line of said TESCO right-of-way North 61°32'37" East a distance of 3675.84 feet to a 3/4 inch iron rod found for corner in the southwesterly right-of-way line of R.M. 2871;

THENCE with the southwesterly right-of-way line of R.M. 2871 the following:

South 49°15'37" East a distance of 530.68 feet to a 5/8 inch iron rod found for beginning of a curve to the right, the radius point of said curve being situated South 40°43'28" West a distance of 2784.93 feet from said iron rod;

Southeasterly with said curve to the right through a central angle of 21°05'03" an arc distance of 1024.82 feet to a 5/8 inch iron rod found for corner;

South 28°11'48" East a distance of 2234.52 feet to a 5/8 inch iron rod found for corner;

South 13°09'39" West a distance of 225.06 feet to the **POINT OF BEGINNING;**

CONTAINING an area of 563.77 acres of land.

COUNTY OF TARRANT
STATE OF TEXAS

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

JUN 5 1985

MARVIN HUFFMAN
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
85 JUN -5 PM 1:50
MARVIN HUFFMAN
COUNTY CLERK
BY

BEC

CONDOMINIUM RECORD VOLUME 21 P 69

Please return to:

Safeco Land Title Company of Dallas
1700 Pacific Ave., Suite 800
First City Center
Dallas, Texas 75201

Attn: Priscilla Corbett

Unofficial Copy