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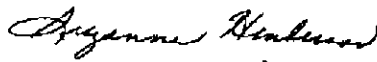
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**COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARMON RANCH**

Submitter: ACS INC

38 Pages

Suzanne Henderson

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARMON RANCH** (this "Declaration") is made and entered by BP 200 FORT WORTH, LTD., a Texas limited partnership (the "Declarant").

WHEREAS, Declarant is the owner of all that certain real property situated in the City of Fort Worth, Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Declarant intends that the Property (as hereinafter defined) be developed as a residential Subdivision (as hereinafter defined) and community and that such Property be subject to the covenants, conditions and restrictions set forth in this Declaration in order to establish a plan for the development, improvement and use of the Property with architectural, landscaping and maintenance controls; and

WHEREAS, Declarant intends to create the Association (as hereinafter defined) to have, exercise and perform on behalf of, and as agent for, the Owners (as hereinafter defined), the rights, duties and functions set forth in this Declaration, including, but not limited to, (i) the maintenance, ownership and operation of certain portions of the Property and improvements thereon, (ii) the assessing, collecting and disbursing of Assessments (as hereinafter defined) provided for herein, and (iii) the appointment of an Architectural Control Committee (as hereinafter defined) to enforce the protective covenants contained herein and to review and approve or disapprove Plans (as hereinafter defined) for improvements and modifications to improvements to be constructed on Lots (as hereinafter defined) within the Subdivision.

NOW, THEREFORE, Declarant adopts, establishes and imposes the following covenants, conditions, restrictions, easements, liens and charges upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, easements, liens and charges.

**ARTICLE I  
DEFINITIONS**

Unless otherwise defined in this Declaration, the following words when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Amenity Center" shall mean the pool and associated features, including, without limitation, pool decking, changing rooms, parking lot adjacent to the pool, and fencing surrounding the pool complex.

(b) "Annexed Land" shall have the meaning set forth in Article VIII hereof.

(c) "Architectural Control Committee" shall have the meaning set forth in Section 7.01 hereof.

(d) "Assessment" or "Assessments" shall have the meaning set forth in Section 5.01 hereof.

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(e) "Assessment Lien" shall have the meaning set forth in Section 5.08 hereof.

(f) "Association" shall mean the non-profit corporation to be created under the laws of the State of Texas under the name, "Harmon Ranch Homeowner's Association, Inc." or such other name as is selected by Declarant or Declarant's successors.

(g) "Association Documents" shall mean the Articles of Incorporation (herein so called) and the Bylaws (herein so called) of the Association, as amended and modified from time to time, and the resolutions and certifications adopted by the Association from time to time.

(h) "Board" shall mean the board of directors of the Association as elected from time to time pursuant to the Association Documents.

(i) "City" shall mean the City of Fort Worth, Texas.

(j) "Class A Members" shall have the meaning set forth in Section 4.04(a) hereof.

(k) "Class B Member" shall have the meaning set forth in Section 4.04(b) hereof.

(l) "Common Properties" shall mean the following:

(i) Any and all Entry Areas (as hereinafter defined), Easement Areas (as hereinafter defined), areas within the Wall Maintenance Easements (as hereinafter defined), streets within the Subdivision (except to the extent such streets have been dedicated to and accepted by the City or other appropriate governmental authority), Private Open Space (as hereinafter defined), open spaces, lakes, ponds or water detention sites, or other similar areas within the Subdivision (as hereinafter defined) whether or not shown on the Plat (as hereinafter defined) of the Subdivision, whether within or surrounding or along the boundaries of the Property, including, without limitation, open areas or greenbelt areas surrounding any lakes, ponds or water detention sites within the Subdivision;

(ii) Any other property or improvements within or immediately surrounding the Subdivision (including the Amenity Center) for which Declarant and/or the Association have or may hereafter become obligated to maintain, improve or preserve including, without limitation, real property and/or drainage ditches adjacent to the Lots and within street right of way (whether public or private);

(iii) Any and all entry signs and monuments, fencing and walls, planters, berms, ledges, tree wells, signs, markers, irrigation systems, sprinkler systems, fountains, water wells and pumps, lights, lighting systems, poles, flags, and any other improvements installed by Declarant or the Association on any Common Properties, and all equipment, accessories, utilities and machinery used in the operation or maintenance of any of the Common Properties; and

(iv) Any other fixtures, structures or improvements installed by Declarant or the Association on any Lots within the Subdivision and which are not expressly made the responsibility of the Lot Owner pursuant to the provisions of this Declaration.

(m) "Common Expenses" shall have the meaning set forth in Section 5.02 hereof.

(n) "Common Service" or "Common Services" shall mean such services provided from time to time by Declarant or the Association, or obtained by the Association on behalf of, and for the common benefit of, the Owners which have been approved by the Board and/or by the Members (as hereinafter defined) at a meeting at which a Special Quorum (as hereinafter defined) is present as provided herein.

(o) "Declarant" shall mean BP 200 Fort Worth, Ltd., a Texas limited partnership, and its successors, and any assignee of Declarant to whom Declarant, by instrument recorded in the Real Property Records of Tarrant County, Texas, expressly assigns all of Declarant's rights and obligations as Declarant under this Declaration. No Person (as hereinafter defined) purchasing one (1) or more Lots shall be considered "Declarant" hereunder, unless Declarant makes the express and specific assignment referenced in the immediately preceding sentence.

(p) "Declarant Control Period" shall mean that period of time during which Declarant controls the operation and management of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of (i) five (5) years from the date this Declaration was recorded, (ii) sixty (60) days after title to eighty percent (80%) of the Lots that may be created in the Subdivision have been conveyed to Owners other than Declarant or affiliates of Declarant, or (iii) such earlier time as Declarant elects.

(q) "Declaration" shall mean this Declaration, and all amendments and modifications hereto, including without limitation, any Supplemental Declaration (as hereinafter defined), filed of record in the Real Property Records of Tarrant County, Texas.

(r) "Default Rate of Interest" shall mean the lesser of (i) fifteen percent (15%) per annum, or (ii) the maximum allowable contract rate of interest under applicable law.

(s) "Easement Areas" shall mean all easements as shown on the Plat within the Subdivision, or on adjacent property which may or hereafter benefit or burden the Property and the Subdivision, including, without limitation, drainage easements for detention basins, and those various utility, drainage and all other easements located within the Property and along, over and across various Lots therein, together with all future and proposed easements for the benefit of or burdening the Property and the Subdivision, whether within or outside the Subdivision boundaries, and as may be shown on the Plat or as may actually be subsequently granted, dedicated and/or conveyed.

(t) "Entry Area" shall mean those areas as shown on the Plat along, near or adjacent to the Subdivision entrances, and the other Common Properties located on or adjacent to such entrances, and any Common Properties which may be now or hereafter located at or near the Entry Areas.

(u) "Lot" or "Lots" shall mean the single-family residential lots as shown on the Plat, as amended from time to time, and designated as a "Lot" thereon, together with any lots which may, from time to time, result from the resubdivision, combination or division of any such lots, and if, as, and when applicable, shall also include all Lots within any Annexed Land which is annexed in accordance with Article VIII of this Declaration.

(v) "Member" or "Members" shall mean each Owner of a Lot.

(w) "Member in Good Standing" or "Members in Good Standing" shall have the meaning set forth in Section 4.03 hereof.

- (x) "Mortgagee" shall have the meaning set forth in Section 10.10 hereof.
- (y) "Notice of Unpaid Assessments" shall have the meaning set forth in Section 5.08 hereof.
- (z) "Open Space" shall mean Private Open Space and Public Open Space, collectively.
- (aa) "Owner" or "Owners" shall mean each and every Person who is a record owner of a fee or undivided fee interest in any Lot; provided, however, "Owner" shall not include Persons who hold an interest in a Lot as security for the performance of an obligation.
- (bb) "Plans" shall have the meaning set forth in Section 7.03(c) hereof.
- (cc) "Plat" shall mean the final plat of Presidio West, an addition to the City of Fort Worth, Texas, as recorded on March 13, 2007, in Cabinet A, Slide 11771 of the Plat Records of Tarrant County, Texas, and any and all subsequent amendments thereto, and any final plat of any Annexed Land expressly annexed and made subject to this Declaration in accordance with the terms of Article VIII hereof.
- (dd) "Per-Lot Regular Assessment Amount" shall have the meaning set forth in Section 5.02 hereof.
- (ee) "Person" or "Persons" shall mean any natural person, corporation, partnership, trust or other legal entity.
- (ff) "Private Open Space" shall mean the real property defined as Block 11, Lot 1X; Block 14, Lot 1X; and Block 28, Lot 1X, as shown on the Plat, including any improvements thereon.
- (gg) "Property" shall mean the real property situated in the City of Fort Worth, Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto, together with any Annexed Land expressly annexed thereto and made subject to this Declaration in accordance with the terms of Article VIII hereof.
- (hh) "Public Open Space" shall mean the real property identified as "Public Open Space" as shown on the Plat, including any improvements thereon.
- (ii) "Regular Assessments" shall have the meaning set forth in Section 5.02 hereof.
- (jj) "Regular Quorum" shall have the meaning set forth in Section 4.05(c) hereof.
- (kk) "Special Member Assessments" shall have the meaning set forth in Section 5.04 hereof.
- (ll) "Special Purpose Assessments" shall have the meaning set forth in Section 5.03 hereof.
- (mm) "Special Quorum" shall have the meaning set forth in Section 4.05(b) hereof.

(nn) "Subdivision" shall mean the Property as shown on the Plat to be commonly known as "Harmon Ranch".

(oo) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of covenants, conditions, restrictions and easements bringing Annexed Land within the scheme of the Declaration under the authority provided in this Declaration.

(pp) "Wall Maintenance Easements" shall mean those portions of the Lots identified as "Wall Maintenance Easement" or "W.M.E." on the Plat. Notwithstanding anything to the contrary contained herein, and notwithstanding the fact that the Wall Maintenance Easements are a portion of the Common Properties, the fencing, grass and other landscaping within that portion of the Wall Maintenance Easements shall be maintained by the Owner(s) whose Lot(s) are encumbered by the Wall Maintenance Easements, such Owner(s) being responsible for the maintenance of only that portion of the Wall Maintenance Easement that is situated on the Owner Lot(s), in a neat and attractive manner and in accordance with such requirements as the Architectural Control Committee may specify in writing to the Owners from time to time.

(qq) "Violation Fine" shall have the meaning set forth in Section 10.12 hereof.

## ARTICLE II

### USE OF THE PROPERTY - PROTECTIVE COVENANTS

2.01 General. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to all applicable zoning restrictions placed upon the Property as they exist from time to time. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL. All Lots shall be developed in accordance with this Declaration as this Declaration may be amended or modified from time to time as herein provided. The provisions of this Article set forth certain requirements which, in addition to the other provisions of this Declaration, shall apply with respect to the development and use of the Property.

2.02 Residential Use. All Lots shall be used and occupied for single family residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may

not exceed two (2) stories in height, and a private garage or Out-Building as provided below, unless approved in writing by the Architectural Control Committee.

2.03 Common Properties. The Common Properties shall be used only for the purposes set forth herein. Except for those provisions to the contrary contained herein with respect to said Common Properties, each Owner shall be solely responsible for any and all improvements of any kind located on such Owner's Lot.

2.04 Resubdivision/Zoning Changes. No Lot shall be resubdivided without the prior written consent of the Declarant and the Architectural Control Committee.

2.05 Combining Lots. Declarant, or any Person owning two (2) or more adjoining Lots, after first obtaining Declarant's prior written consent, may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of the City. In the event of any such consolidation, the consolidated building lot shall be treated as a single Lot for purposes of applying the provisions of this Declaration.

2.06 Minimum Floor Space. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than the greater of (i) one thousand three hundred (1,300) square feet, with the minimum air-conditioned living area on the ground floor of a two-storied home, not less than one thousand (1,000) square feet, or (ii) the minimum floor space required by applicable law.

2.07 Building Materials. The total exterior wall area ("Exterior Wall") of each residence constructed on a Lot shall not be less than sixty-five percent (65%) brick, brick veneer, stone, stone veneer, or other masonry material approved in writing by the Architectural Control Committee ("Masonry") (but not less than the minimum percentage as established by the City by ordinance or building code requirement). Windows, doors and other openings are excluded from calculation of total exterior wall area. No material on the exterior of any building or other improvement except wood, hardboard or stucco, shall be stained or painted without the prior written approval of the Architectural Control Committee.

2.08 Garages. Each single-family residential dwelling erected on any Lot shall have an enclosed garage suitable for parking a minimum of two (2) automobiles, which garage shall conform in design and materials with the main structure. Porte-cocheres are prohibited unless approved by the Architectural Control Committee or Declarant, and the City.

2.09 Driveways.

- (a) Each driveway must be a minimum of twelve feet (12') in width.
- (b) Each driveway must accommodate at least two (2) vehicles immediately in front of the garage for off-street parking requirements.
- (c) All driveways shall be surfaced with concrete.

2.10 Drainage.

(a) The general grading, slope and drainage plan of a Lot as established by the approved Subdivision plans may not be materially altered without the written approval of the Architectural Control Committee and/or the City (where such authority rests with the City).

(b) Within the Easement Areas on each Lot, no improvement, structure, fence, planting or materials shall be placed or permitted to remain which might alter the direction of flow within surface or subsurface drainage channels or drainage easement areas or which might obstruct or retard the flow of water through surface and subsurface drainage channels or drainage easement areas.

(c) Neither the Declarant nor Declarant's successors or assigns shall be liable for any loss of, or damage done to, any shrubbery, grass, flowers, improvements, fences, sidewalks, driveways or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters or drainage waters.

2.11 Roofs. The roofs of principal and secondary structures which are exposed to public view shall be wood shingle, shake, slate, clay, neutral tone tile, or architectural series quality composition shingle (25 year or 240 pounds per square or more) and of earth tone color that appears to be either weathered wood, black slate, or barkwood color, unless some other material is approved in writing by the Architectural Control Committee. All residences shall have a minimum of 8x12 and maximum 12x12 roof pitch on the major portions of the building unless otherwise approved in writing by the Architectural Control Committee.

2.12 Exterior Surfaces. All wood, hardboard or stucco used on the exterior of a house must be painted or stained in a compatible color approved by the Architectural Control Committee; provided, no aluminum or sheet siding may be used on the exterior of any house.

2.13 Building Direction; Building Lines/Setbacks.

(a) All residences erected on any Lot shall face the street adjacent to the Lot as shown on the Plat or, with respect to corner Lots, as required in writing by the Architectural Control Committee.

(b) No portion of any such dwelling or residence shall be located on any Lot nearer to the front property line than the minimum setback lines shown on the Plat (most of which have specific higher minimum setbacks than the City standard setback) and/or as required by the City unless otherwise allowed by both the City and the Architectural Control Committee.

(c) No structure or improvement of any kind (except for fences, as provided in Section 2.14 hereof) shall be nearer to the side property line or the rear property line of any Lot than as shown on the Plat and/or as specified by the City for side and rear yard setbacks applicable to the Property unless otherwise allowed by both the City and the Architectural Control Committee.

(d) No structure or improvements of any kind whatsoever shall be located within any easement as shown on the Plat unless otherwise allowed by both the Architectural Control Committee and the City (where such authority rests with the City).

2.14 Fences, Walls, Shrubbery and Trees.

(a) No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and support posts will be on the side of the fence away from the street and are not visible from such street right-of-way. All fences on individual Lots shall be six feet (6') high, as measured from the adjacent surface to the top of the fence, and constructed of wood material, provided the wood fence is of spruce material or better, has slats that are installed vertically only (not horizontally or diagonally), and may be stained (not painted) with a color and wood protector or waterproof sealer similar to the color applied to the fence along the perimeter of the Subdivision and approved by the Architectural Control Committee from time to time. All wrought iron fences and masonry columns shall be of the type and design adopted by the Architectural Control Committee.

(b) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three (3) and eight (8) feet above the roadway shall be placed or permitted to remain on any corner Lots within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty (20) feet from the intersection of such street right-of-way lines, or in the case of a rounded property corner, twenty (20) feet from the intersection of the street right-of-way lines as extended. Similar sight-line limitations shall apply on any Lot for that area that is ten (10) feet from the intersection of a street right-of-way line with the edge of a residence driveway. No tree shall be permitted to remain within such restricted plantings area unless the foliage line is maintained at a minimum height of eight (8) feet above the adjacent ground line.

(c) No chain link or wire fencing will be permitted.

2.15 Signs. No sign or signs of any kind or character shall be displayed to the streets or otherwise to the public view on any Lot including, without limitation, any signs (a) in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, (c) that discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or residence in the Subdivision, or (d) that advertise distressed, foreclosure or bankruptcy sales, except that:

(a) Any builder, during the applicable initial construction and sales period, may utilize one (1) professionally fabricated sign of not more than six (6) square feet in size per Lot for advertising and sales purposes, and professionally fabricated signs of not more than thirty (30) cumulative square feet in size in the Subdivision advertising a model home, provided that such signs shall first have been approved in writing by the Architectural Control Committee and comply with applicable City requirements;

(b) A professionally fabricated "for sale" sign of not more than six (6) square feet in size may be utilized by the Owner of a Lot for the applicable sale situation, provided that such sign first shall have been approved in writing by the Architectural Control Committee;

(c) "For rent", "For lease", or similar signs are not permitted on any Lot;

(d) Development related signs owned or erected by Declarant shall be permitted;



(e) Signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to two (2) in number per Lot one (1) in the front yard and one (1) in the back yard, and (iii) of a size not in excess of two (2) square feet in size; and

(f) Political signs not in excess of six (6) square feet in size may be erected on Lots (but not within Common Properties) for a period of ninety (90) days prior to the applicable election until the date fifteen (15) days after the applicable election.

Declarant, any homebuilder, or their agents, shall have the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

2.16 Utilities. Each residence situated on a Lot shall be connected to the public water lines and sewage systems. Portable toilets will be allowed during building construction only. The use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except on portable gas grills) is prohibited, with the exception that propane tanks buried underground are allowed. Except as to street lighting (if any) all utility service facilities (including, but not limited to, water, gas, electricity and telephone) shall be buried underground (except meters, transformers, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities). Electric utility transformers may be installed only in locations designated on the Plat for such purpose or otherwise approved in writing by the Architectural Control Committee, and all improvements on a Lot on which an electric transformer pad easement is located as shown on the Plat must be installed in compliance with all electric company guidelines for separations from pad-mounted transformers.

2.17 Temporary Structures. Subject to Section 2.29 hereof, no temporary structures of any kind including, but not limited to trailers, tents, shacks and barns shall be erected or placed upon any Lot without the prior written consent of the Architectural Control Committee.

2.18 Vehicles. All automobiles, trucks, motorcycles, boats, boat trailers, mobile homes, motor homes, camp mobiles, campers, motorized vehicles or trailers shall not be parked on any street for a period exceeding seventy-two (72) hours, with the exception of vehicles used in connection with building construction (referred to collectively as "vehicles" and singularly as "vehicle"). Trucks with tonnage in excess of two (2) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight within the Subdivision, including on any public street, or on any Lot or driveway. No vehicle of any size which transports flammable, explosive or noxious cargo may be parked or stored within the Property at any time. On-street parking is restricted to deliveries, pick-up or short time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted from time to time by the Board. No owner shall permit the accumulation of junk cars, junk vehicles, scrap metal, farm equipment, metal or any substance on any part of the Property that could or would constitute a nuisance to the surrounding Lot Owners.

2.19 Garbage/Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discharged appliances and furniture. No odors shall be permitted to arise therefrom so as to render a Lot unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. All garbage shall be kept in City-approved containers. All garbage containers shall be placed where designated by the City on the day of collection, and the containers shall be removed from such location within 24 hours after collection and be

placed out of view from adjacent streets. If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding six (6) inches in height, Declarant shall have the authority and right, and after Declarant no longer owns a Lot, the Association shall have the right, to go onto such Lot, or direct a third (3rd) party service to go onto such Lot, for the purpose of mowing and cleaning such Lot and shall have the authority and right to assess and collect from the Owner of such Lot the reasonable costs incurred in connection with such mowing or cleaning.

2.20 Offensive Activities; Pets. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets are permitted, provided that they are not kept, bred or maintained for commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year or older. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the Property cows, horses, bees, hogs, sheep, goats, guinea fowl, chickens, turkeys, skunks or any other animals that may interfere with the quiet peace, health and safety of the community. Pets must be restrained or confined within the house or in a secure fence area which is designed and built with materials as required herein which are approved in writing by the Architectural Control Committee. All animals must be properly registered and tagged for identification in accordance with local ordinances.

2.21 Antennas and Aerials. No radio, television, aerial wires, or other antennas shall be maintained on the outside of any building nor shall any free standing antenna of any style be permitted, unless otherwise approved in writing by the Architectural Control Committee. All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. One (1) satellite dish over twenty (20) inches in diameter shall be permitted only if it is screened in a manner approved by the Architectural Control Committee and it is not visible from the street facing the residence and is no higher than the originally constructed roof line. No more than two (2) satellite dishes per Lot under twenty (20) inches in diameter (digital satellite receiver) shall be permitted so long as they are not visible from street facing the residence.

2.22 Landscaping, Lawns, Irrigation and Retaining Walls.

(a) Weather permitting, landscaping of a Lot must be completed within sixty (60) days after the date on which the residence thereto is ninety-five percent (95%) complete. Minimum landscaping requirements for each Lot shall include grass (and/or similarly approved ground covering) for the front and side yards. The entire front of each residence shall be landscaped with shrubs, plants and a minimum of one (1) tree, with each tree having at least a three (3) inch caliper.

(b) Grass and other landscaping shall be maintained by each Lot Owner in a neat and attractive manner and in accordance with such requirements as the Architectural Control Committee may specify in writing to the Owners from time to time.

(c) Retaining walls may be installed to achieve even grades for pools, driveways or house foundations or to prevent storm water drainage to flow onto other Lots as required by Section 2.10(a) hereof. All retaining walls must be constructed of such materials and height, and in a manner and location, approved in writing by the Architectural Control

Committee. Landscape quality rock or stone shall be permitted. No railroad ties shall be permitted. No concrete retaining walls shall be permitted.

(d) Each Owner of an affected Lot shall be responsible for the maintenance and repair of the portion of any retaining wall adjacent to, or located on, such Owner's Lot.

(e) When a retaining wall is deemed necessary along a mutual property line, the high-side Owner shall be responsible for constructing and paying for such retaining wall, unless the need for such retaining wall is attributable to the conduct of the low-side Owner, for instance, when the low-side Owner lowers the elevation of the Lot to install a rear driveway.

2.23 Exterior Lighting. Upon being given notice by the Architectural Control Committee that any exterior lighting is objectionable, as determined by the Architectural Control Committee in its sole and exclusive discretion, the Owner of the Lot on which same is located shall immediately remove any such lighting or shield the same in such a way that it is no longer objectionable to the Architectural Control Committee.

2.24 Gazebos, Greenhouses and Out-Buildings.

(a) Except for children's playhouses (which shall have a maximum peak roof line of twelve (12) feet), dog houses, gazebos, pool pavilions, trellises, greenhouses and treehouses which have been approved in writing by the Architectural Control Committee, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property. The design, materials and location for all gazebos and patio covers will be subject to approval of the Architectural Control Committee and such structures shall be constantly maintained by the Owner thereof in first-class condition.

(b) Out-buildings shall be constructed only of new materials, and shall not be utilized as dwelling units. Exteriors, including the roof shall be constructed of the same materials as the residence and must be approved in writing by the Architectural Control Committee. All Out-Buildings shall not be less than 65% masonry unless otherwise approved in writing by the Architectural Control Committee. Out-Buildings shall be of a permanent type built on concrete slab or other Architectural Control Committee approved foundation and shall not be greater than twelve (12) feet in height or exceed one story. Extensions or additions to the main dwelling and swimming pool cabanas are subject to individual review and approval by the Architectural Control Committee in its sole discretion, which structures may be denied.

2.25 Pools and Pool Equipment. Above-ground pools are expressly prohibited. All pool service equipment shall be either screened with shrubbery or fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard adjacent to the dwelling, and shall not be visible from any residential street.

2.26 Mail Boxes. Curb-side mail boxes are required unless the U.S. Postmaster requires "cluster" boxes. Curb-side mail boxes shall be of brick or stone construction using the same brick or stone as that used on the home.

2.27 Exterior Maintenance. Each Owner shall maintain the exterior appearance of the improvements on such Owner's Lot, shall keep all landscaping and sprinkler systems on such Owner's Lot in a neat, orderly and well-maintained condition and shall keep the sidewalk, if any, on such Owner's Lot in good condition and repair.

2.28 Certain Declarant Uses. Notwithstanding anything herein to the contrary, Declarant and any homebuilder(s) authorized by Declarant may conduct their sales and marketing programs for the Property from any permanent or temporary sales buildings or trailers, and may conduct improvement work and activities on portions of the Property owned by them and do all things reasonably necessary or convenient as required to expeditiously commence, continue and complete such improvement work, including, but not limited to, the provision of temporary buildings (including, without limitation, trailers), temporary storage of construction materials and equipment and the installation of temporary signage of such types, in such sizes and at such locations on portions of the Property owned by them as they deem appropriate, and in the case of homebuilders, subject to the approval of Declarant.

2.29 Construction Standards.

(a) Any builder constructing improvements on any Lot shall conduct such builder's construction operations and activities and do all things reasonably necessary as required to expeditiously commence, continue and diligently complete construction of any such improvements. All construction activities, temporary structures, storage of materials and equipment, construction-related parking and temporary security fences shall be confined entirely on such Lot. Each Owner is responsible for, and shall cause, through appropriate contractual provisions, all costs of cleaning up any debris or waste improperly disposed of anywhere on the Property. Each Owner and such Owner's contractors shall use reasonable diligence to maintain an attractive, clean, nuisance-free environment during the period of construction. Each Owner of a Lot on which improvements are being constructed shall keep all streets reasonably cleared of mud and dirt left by construction vehicles for each Lot. Once commenced, all construction on a Lot shall be continued with due diligence and good faith until completion.

(b) Prior to commencement of construction of improvements on a Lot in excess of Five Thousand Dollars (\$5,000.00), subsequent to the initial construction of the residence and related improvements and expressly excluding the builder of the initial residence, the Owner of such Lot (unless the Owner is the builder of the initial residence and therefore not responsible for any deposit contained within this Section 2.29(b)) shall deposit with the Association the amount of \$500.00 to secure the obligation of the Owner to keep the Lot clean and free of debris and to repair any damage caused to Common Properties during the construction upon such Owner's Lot. The deposit shall not accrue any interest. In the event that the Owner fails to keep the Lot clean and free of debris or the Owner or its contractor damages any Common Properties during construction, then the Association shall have the right to clean such Lot (and a portion of the Subdivision, if necessary) and/or repair such damage and deduct the cost therefore from the deposit. In such case, the Owner shall deposit additional funds to restore the balance to \$500.00 within three (3) days after demand from the Association. If the Owner does not deposit the additional funds such obligation may be enforced by the Association under the assessment provisions hereof. The remainder of the deposit shall be refunded to Owner upon completion of construction on the Lot and confirmation that no cleaning or repair is required due to the construction on the Lot.

2.30 Repairs, Replacements and Modifications. The provisions of this Article shall apply to any and all repairs, replacements or modifications of any improvements placed upon any Lot and shall not be deemed or construed as being limited to initial or new construction.

2.31 Mining and Drilling. No oil drilling, oil development operation, oil refining, pooling arrangements, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property other than areas designated on the Plat. No derrick or other

structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

2.32 Air-Conditioning and Meters. No air-conditioning apparatus shall be installed on the window of a house or on the ground in front of a residence. No gas or electric meter shall be set nearer the street than the front or side of a dwelling house unless the meter is of an underground type.

2.33 Business Activity. No Lot or improvement thereon shall be used for a business, professional, commercial or manufacturing purpose of any kind. No business activity shall be conducted on the Property that is not consistent and compatible with single family residential purposes. Nothing in this Section shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this Section shall prohibit an Owner's use of a residence for quiet, inoffensive, non-intrusive activities (such as tutoring, art and music lessons and/or professional counseling) so long as no signage advertising such service is displayed on the Property and such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' peaceful use and enjoyment of their residences and yards.

2.34 Outdoor Cooking, Burning and Open Fires. Except within fireplaces in the main residential dwelling and proper equipment for outdoor cooking, no burning of anything or open fires shall be permitted anywhere on the Property. Notwithstanding the foregoing, outdoor fireplaces are permitted if the same comply with the City codes.

2.35 Clothes Lines and Drying Racks. Outdoor clothes lines and drying racks are prohibited.

2.36 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot; provided, exterior stereo speakers may be allowed in the back yards of Lots upon the prior written approval of the Architectural Control Committee as to the type, location and other specifications of such speakers. Notwithstanding anything contained within this Section 2.36, no noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to its occupants.

2.37 Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide for the construction of improvements or to remove dead or unsightly trees.

2.38 Chimney Flues. Chimney stacks on front and side exterior walls that are visible from the street shall be enclosed one hundred percent (100%) in brick or masonry of the same type as the main dwelling structure, or cement fiber board (by way of example, and without limitation, Hardie Board).

2.39 Windows. Window jambs and mullions on all residences shall be of anodized aluminum, wood materials, or acceptable vinyl material.

2.40 Basketball Equipment. No basketball goals, backboards and nets shall be located closer to the street than the front building line of the house on such Lot, so that the

equipment shall not be visible from the street in front of the house or attached above the garage.

2.41 Holiday Decorations. Holiday or seasonal decorations and lighting (i) may only be displayed on a Lot in a reasonable manner, (ii) may be placed on a Lot no earlier than thirty (30) days before a holiday for which Owners commonly decorate outside the home, and (iii) must be removed ten (10) days after such holiday.

2.42 Erosion Control. During construction of improvements and prior to landscaping, reasonable measures must be taken to prevent excessive erosion of lots, causing silt to be deposited in the streets and in the storm drainage system. Protection can be by retaining walls, berms, hay bales or other means suitable for each individual Lot. The Lot Owner shall be responsible for removing excessive silt accumulations from the street.

2.43 No Duplication. No houses located directly adjacent to or directly across the street from one another shall have the substantially similar exterior.

2.44 Obligation to Improve Property, Right of First Refusal and Waiver.

Intentionally Deleted.

2.45 Construction Completion. With reasonable diligence and in all events within nine (9) months from the commencement of substantial and meaningful construction, unless completion is prevented by war, labor strike or an act of God, any residential dwelling commenced on any Lot shall be completed as to its exterior, and all temporary structures shall be removed. Out-buildings shall be completed within twelve (12) months after commencement of construction.

2.46 Building Permits. The Building Inspector of the City of Fort Worth, Texas, or other municipal authority, is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the Property, if such improvements do not conform to and comply with the restrictions set out herein.

2.47 Reconstruction Completion Time. In the event that a residence is partially or totally damaged by fire or other causes, construction or reconstruction of the damaged residence, or portion thereof, must commence within one hundred twenty (120) days after the occurrence causing the damage. No construction or reconstruction shall commence until plans and specifications have been submitted to the Committee and subsequently approved in writing.

2.48 General Maintenance. Following occupancy of the residence on any Lot, each Owner shall maintain and care for the residence, all improvements, and all trees, foliage, plants, and lawn areas on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area. Such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components; (ii) the regular painting of all exterior surfaces; (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas, fences and other exterior portions of the residence to maintain an attractive appearance; (iv) regular mowing and edging of lawn and grass areas; and (v) drainage easements, the maintenance of which drainage easements specifically includes, without limitation, the regular mowing and edging of grass areas within all drainage easements. Upon failure of any Owner to maintain a Lot owned by him in the manner

prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, but only if such non-compliance continues ten (10) days after written notice to such Owner, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten (10) days after presentment of such statement.

### **ARTICLE III EASEMENTS AND COMMON PROPERTIES**

3.01 Title to the Common Properties. The Association will hold record fee simple title or an easement interest in and to all Common Properties, and all portions of the Property which are not within any of the Lots as shown on the Plat, all of which have been or will be dedicated to the Association as shown on, and pursuant to, the Plat, subject to the easements set forth in the Plat and herein. Declarant or the Association shall have the right to execute any open space declarations applicable to the Common Properties owned by, or dedicated to, the Association which may be permitted by law in order to reduce property taxes.

3.02 Responsibilities of the Association for Maintenance of the Common Properties. Subject to Article I(u) and Section 2.48 hereof and any other provisions hereof to the contrary, the Association has and shall have the sole responsibility to maintain the Common Properties (as defined in Article I(l)), and for future improvements and Common Properties for the benefit of the Subdivision which are or may become necessary or desirable in the future on any Common Properties. The Association shall have the right, at the Board's election, to maintain, repair and/or improve the Public Open Space. The Association's costs of maintaining the Common Properties, and, if applicable, the Public Open Space, will be collected from the Owners through Assessments as provided in Article V hereof. The Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Properties.

3.03 Utility Easements. Declarant and providers of utility services to the Subdivision shall have, and are hereby granted easements for installation, maintenance, repair, removal and operation of utilities and drainage facilities on, under and across the Easement Areas and for the removal of any obstruction that may be placed in such Easement Areas that would constitute interference with the use of any such easement, or with the use, maintenance, operation or installation of any such utility. The City or the utility company exercising such easement rights shall promptly repair any damage to landscaping, sprinkler systems or other improvements resulting therefrom; provided, however, neither the City nor any utility company shall have any obligation to repair any improvements installed in any Easement Areas.

3.04 Association's Easement for Maintenance. The Association shall have a maintenance easement on all Lots to the extent reasonably necessary for the purpose of maintaining the Common Properties and for the removal of any obstruction that may be placed on such Easement Areas that would constitute interference with the Association's use of any such easement.

3.05 Maintenance Reserve Fund. In order to provide for extraordinary and unanticipated items regarding the maintenance obligations contained herein, the Association may establish a maintenance reserve fund for the maintenance of the Common Properties, Public Open Space, if applicable, and Easement Areas in an amount the Board shall, in its sole and absolute discretion, determine to be sufficient.

3.06 Other Easements. Declarant and the Association shall have an easement and full right of ingress and egress at all times over and upon the Property for the exercise of any and all rights and functions set out in this Declaration. Any such entry by Declarant or the Association upon a Lot shall be made with as minimum inconvenience to the affected Owner as practical.

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

3.08 Amenity Center Access. Access to the Amenity Center, if any, may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, on such terms and conditions as Declarant or the Board may determine.

#### ARTICLE IV

##### PURPOSE, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.01 Purpose of the Association. The Association shall have and exercise the rights, and shall perform the functions of, the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration.

4.02 Membership. Every Owner (including Declarant) shall automatically be and must remain a Member of the Association so long as such Person is an Owner. The membership of a Person in the Association shall terminate automatically whenever such Person ceases to be an Owner, except that such termination shall not release or relieve such Person from any liability or obligation arising under this Declaration during such Person's period of ownership. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner of such Lot.

4.03 Member in Good Standing. A Member shall be considered to be a "Member in Good Standing" (herein so called) and eligible to vote on Association related matters if such Member:

(a) Has, at least ten (10) days prior to the taking of any vote by the Association, fully paid all Assessments or other charges levied by the Association, as such Assessments or charges are provided for hereunder;

(b) Does not have a Notice of Unpaid Assessments filed by the Association against the Lot owned by such Owner; and

(c) Has discharged all other obligations to the Association as may be required of Members hereunder or under the Association Documents.

The Board shall have the right and authority, in the Board's sole and absolute discretion, to waive the ten (10) day prior payment requirement in Section 4.03(a) hereof and require only that such payment be made at any time before such vote is taken if the Board shall determine, in the Board's sole and exclusive judgment, that extenuating circumstances exist which have prevented prior payment. Any Member not conforming with the provisions of this Section 4.03



shall be declared by the Board not to be a Member in Good Standing and any such Member shall not be entitled to vote on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

4.04 Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) CLASS A: "Class A Members" (herein so called) shall be all Members other than Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If any Lot is owned by more than one (1) Owner, the number of votes attributable to such Lot still shall be one (1), and such one (1) vote may be cast only if all of the Owners owning such Lot, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Lot. Any Owner who is not an individual must designate, upon request of the Board, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in writing to the Board.

(b) CLASS B: The sole "Class B Member" (herein so called) shall be Declarant. The Class B Member shall be entitled to eighty (80) votes for each Lot which it owns. The Class B membership shall cease at such time as Declarant and Declarant's affiliates no longer own a Lot within the Subdivision.

4.05 Quorum, Notice and Voting Requirements.

(a) Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members or the Owners shall require the majority vote of the Members in Good Standing (both classes voting together), represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, at which a "Regular Quorum" or a "Special Quorum" is present. Written notice of a meeting must be given to all Members not less than ten (10) days nor more than thirty (30) days in advance of any such meeting and shall set forth the purpose(s) of such meeting. No action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by applicable law and in the Association Documents from time to time, any action may be taken by written consent of the Members in lieu of formal meetings.

(b) The quorum (a "Special Quorum") required for any action referred to in Section 5.05(b) (maximum increase in Regular Assessments) hereof or Section 5.05(d) (Special Purpose Assessments) hereof or for the approval of any Common Services shall be as follows:

Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast sixty percent (60%) of all of the votes of Members in Good Standing (both classes of Members taken together) shall constitute a Special Quorum. If the required Special Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Special Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Special Quorum is not present at such second (2nd)

called meeting, the adjournment of the meeting shall be continued, and one (1) additional meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Special Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(c) The quorum (a "Regular Quorum") required for any action other than the action referred to in Section 4.05(b) hereof shall be as follows:

Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast thirty percent (30%) of all of the votes of Members in Good Standing (both classes of Members taken together) shall constitute a Regular Quorum. If the required Regular Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Regular Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Regular Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1<sup>st</sup>) meeting. Further, if the reduced required Regular Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Regular Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(d) As an alternative to the procedure set forth in this Section, any action may be taken without a meeting upon obtaining the assent given in writing and signed by Members in Good Standing who hold more than (i) sixty percent (60%) of the outstanding votes eligible to be cast by Members in Good Standing (both classes of Members taken together) for actions referred to and requiring a Special Quorum as provided in Section 4.05(b) hereof, or (ii) thirty percent (30%) of the outstanding votes eligible to be cast by Members in Good Standing (both classes of Members taken together) for actions referred to and requiring a Regular Quorum as provided in Section 4.05(c) hereof.

(e) Except as set forth in this Section, the notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in the Association Documents.

## ARTICLE V ASSESSMENTS

5.01 Covenants for Assessments. Each Owner, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, the following assessments (collectively, the "Assessments"):

- (a) Regular Assessments as provided in Section 5.02 hereof;
- (b) Special Purpose Assessments as provided in Section 5.03 hereof; and
- (c) Special Member Assessments as provided in Section 5.04 hereof.

All Assessments shall remain the property of the Owner making payment of such Assessments but shall be controlled and expended by the Association on behalf of the Owners only for the specified purposes provided or approved pursuant to this Declaration. No profit, gain or other benefit is to be derived by the Association from the Assessments, but, instead, such funds shall be expended only as agent for the Owners. All services contemplated to be paid from Assessments shall be obtained by the Association on behalf of the Owners. Upon termination of the Association (and not before), all Assessments held at that time by the Association shall be allocated and returned to the Owners that paid such Assessments. No Assessments shall be levied against the Common Properties or the Lots owned by Declarant; provided, however that Declarant shall pay the amounts, if any, pursuant to Section 5.02 hereof agreed to be expressly paid by Declarant.

5.02 Regular Assessments. "Regular Assessments" (herein so called) shall be determined, assessed and expended on a calendar year basis, which shall be the fiscal year of the Association. Regular Assessments shall be used exclusively for the following purposes (collectively, the "Common Expenses"): (a) maintaining, improving and/or operating the Common Properties and, if applicable, the Public Open Space, subject to the limitations set forth in Section 6.01 hereof; (b) the payment of taxes and insurance (if any) in connection with the Common Properties and the Common Services; (c) developing and maintaining replacement and working capital reserves for the Association (including, without limitation, the maintenance reserve fund as provided for in Section 3.05 hereof); (d) providing the Common Services; (e) the payment of insurance premiums and costs as provided in Section 6.02 hereof, including, without limitation, the premiums for officers', directors' and Architectural Control Committee Members' liability insurance, and the payment of any indemnity costs or costs of other functions of the Board or the Association pursuant to this Declaration; (f) meeting and carrying out all contractual obligations of the Association, including, without limitation, the Common Services obligation; and (g) carrying out the duties of the Board and the Association as set forth in this Declaration. Each year while this Declaration is in force, the Board shall set the amount of the Regular Assessments to be levied for the next calendar year, taking into consideration (i) the Common Expenses for the then current year, and anticipated increases in such expenses during such next calendar year, (ii) a contingency amount [not exceeding ten percent (10%) of the anticipated expenditures for such next year], (iii) amounts needed for any reserve fund as determined by the Board, and (iv) the number of Lots subject to Assessments, and (v) should any excess surplus (exclusive of amounts in any reserve fund) exist at the end of any calendar year, the Board may, but shall not be obligated to, reduce the amount required for the next year's Regular Assessments by an amount equal to such surplus. The Regular Assessments for each calendar year shall be set by the Board on or about the 1st day of November of the preceding year or as soon thereafter as such determination reasonably can be made by the Board. The "Per-Lot Regular Assessment Amount" (herein so called) shall then be determined by the Board such that the sum of the Per-Lot Regular Assessment Amounts payable for each Lot subject to Assessments equals the aggregate Regular Assessments required as set by the Board.

The Per-Lot Regular Assessment Amount shall be payable for each Lot which has been conveyed by Declarant to any third party, including, but not limited to, any Owner, builder or contractor. Regular Assessments shall commence, and the Per-Lot Regular Assessment (prorated for the remaining portion of the fiscal year of the Association) shall become payable immediately upon the conveyance (or reconveyance in the case of any Lot which is reacquired by Declarant) of any Lot by Declarant. Notwithstanding anything herein to the contrary, no Regular Assessments shall be payable for Lots owned by Declarant (whether now owned or hereafter acquired or reacquired).

5.03 Special Purpose Assessments. Subject to the provisions of Section 5.05(d) hereof, the Board may, from time to time, levy "Special Purpose Assessments" (herein so called) for the purpose of paying any capital improvements and other unanticipated expenses that normally would have been paid out of Regular Assessments but which were not included in that year's budget for Regular Assessments. Such Special Purpose Assessments shall be assessed on a per Lot basis in the same manner as the Regular Assessments are assessed as set forth in Section 5.02 hereof.

5.04 Special Member Assessments. The Board may levy a "Special Member Assessment" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

(a) Paying the cost of any damage or loss requiring maintenance, repairs or replacement of Common Properties, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Member's agent, employee, occupant or visitor; and/or

(b) Paying the maintenance costs, construction delay damages and Violation Fines or other amounts chargeable to any Owner as otherwise set forth herein.

5.05 Special Provisions Regarding Assessments.

(a) Until and unless otherwise determined by the Board, the annual Per-Lot Regular Assessment Amount shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per Lot per year;

(b) The Board may establish the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount for each Lot, provided that the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount may not be increased more than ten percent (10%) above the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount for the previous year unless approved by a Special Quorum of the Members of the Association as provided in Section 4.05(b) hereof. Notwithstanding the foregoing, in the event that the Board determines that due to unusual circumstances the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount even as increased by ten percent (10%) will be insufficient to enable the Association to pay the Common Expenses, then in such event, the Board shall have the right to increase the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount by the amount necessary to provide sufficient funds to cover the Common Expenses without the approval of the Members as provided herein; provided, however, the Board shall only be allowed to make one (1) such increase per calendar year without obtaining approval of a Special Quorum of the Members as provided in Section 4.05(b) hereof.

(c) If any Assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge, in an amount determined by the Board to offset administrative costs of the Association resulting from such delinquency, shall be assessed against the non-paying Owner for each month, or portion thereof, that any portion of an Assessment remains unpaid. A service charge of Twenty-five and No/100 Dollars (\$25.00) or such other amount established by the Board (but in no event exceeding the maximum lawful amount) shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be

adjusted, from time to time, by the Board, and shall in no event exceed the amounts permitted by applicable law.

(d) Any Special Purpose Assessments for the purpose of paying the cost of the construction of a capital improvement or for the provision of Common Services shall require the affirmative approval of a Special Quorum of the Members as provided in Section 4.05(b) hereof.

5.06 Due Date of Assessments. The Regular Assessments provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner; provided, however, the Board shall have the right to require payment of Regular Assessments at other intervals if the Board deems appropriate in the Board's sole and exclusive discretion [but with payment thereof not required any earlier than thirty (30) days after delivery of any such invoice therefor]. The due date of any Special Purpose Assessment or Special Member Assessment shall be fixed in the notice to the Owner or Owners providing for any such Assessment, but will not be sooner than thirty (30) days after such notice is delivered to the Owner or the Owners thereof. The initial Per-Lot Regular Assessment Amount as established by the Board shall be payable, in whole or in part (as applicable), simultaneously with the sale and conveyance of each Lot by Declarant, and such applicable amount shall be prorated over the remainder of the calendar year from the date of such conveyance.

5.07 Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal obligation of the Owner or Owners of the Lot with respect to which such Assessment is made. The covenants for the payment of Assessments as provided in this Declaration touch and concern each Lot, are covenants running with the land and specifically bind the Owners and their heirs, successors, devisees, personal representatives and assigns. Except for Declarant as expressly provided herein, no Owner, for any reason, may exempt itself from liability for Assessments. In the event that any Assessment (or any part thereof) is not paid when due, the Owner or Owners of such Lot shall be obligated to pay interest on any such unpaid Assessment from such date at the Default Rate of Interest together with the charges made as authorized in Section 5.05(c) hereof and all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys' fees. The Board shall have the right to reject any partial payment of any Assessment and demand full payment thereof, or the Board may, in the Board's sole and exclusive discretion, elect to accept any such partial payment on account only, without in so doing waiving any rights established hereunder with respect to any remaining balance due. The obligation of any Owner to pay an Assessment with respect to a Lot made for any period of time that an Owner owns the Lot shall remain such Owner's personal obligation (notwithstanding any future sale or conveyance of such Owner's Lot) and shall also pass to the purchaser(s) of such Lot. However, any lien against a Lot for any unpaid Assessments shall be unaffected by any sale of such Lot and shall continue in full force and effect. In the event of a sale of a Lot, it shall be the obligation of the then Owner of such Lot to disclose to any buyer, assignee, title company designated to handle such transaction, financing entity or any other party to such sale any unpaid Assessments, such notice to be given in writing to all parties to the intended transaction at least fifteen (15) days before the date at which such transaction is to be consummated. A copy of any such notice shall be sent to the Association at the same time. A former Owner shall not be liable for Assessments due with respect to a Lot for periods after such Person no longer is the Owner of such Lot and the notice required herein has been given.

5.08 Assessment Lien and Foreclosure. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE V, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE OF INTEREST, THE

CHARGES MADE AS AUTHORIZED IN SECTION 5.05(c) HEREOF, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL LIEN (THE "ASSESSMENT LIEN") AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid continuing contractual Assessment Lien shall attach to the Lots as of the date of the recording of this Declaration in the Real Property Records of Tarrant County, Texas, and such Assessment Lien shall be superior to all other liens except as provided in Section 5.10 hereof. Such Assessment Lien shall not encumber or attach to the Common Properties. The Association shall have the right to subordinate the aforesaid Assessment Lien to any other lien. The exercise of such right shall be entirely discretionary with the Board. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment Lien is subordinate as provided herein or in Section 5.10 hereof, all Lots are conveyed to, and accepted and held by, the Owner thereof subject to the Assessment Lien provided for in this Section 5.08. To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the name of the Owner of and describing the affected Lot. Such notice shall be signed by one (1) of the officers of the Association and may, at the Board's sole and exclusive discretion, be recorded in the Real Property Records of Tarrant County, Texas. Upon the timely curing of any default for which a Notice of Unpaid Assessments was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of any recorded Notice of Unpaid Assessments, 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 recording the release of the Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN UPON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS EITHER BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH OF THE TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. In addition, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. Furthermore, the Association shall have such other rights and remedies as permitted or allowed by applicable law. In any foreclosure proceeding, whether judicial or nonjudicial, or in any suit or other action against, or pertaining to, the Owner, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to buy the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same, subject to any statutory right of redemption.

5.09 Certificate. Upon request by an Owner, the Association shall furnish a certificate setting forth the unpaid Assessments owed by an Owner. Upon the written request of any Mortgagee holding a lien on a Lot, the Association shall report to any said Mortgagee any Assessments which are delinquent and unpaid at the time of the report.

5.10 Subordination of the Assessment Lien. The Assessment Lien provided for herein on a Lot shall be subordinate and inferior to the lien or liens granted by the Owner of such Lot to secure the repayment of a loan made for the purpose of providing purchase money funds for such Lot, funds used at any time to install or construct improvements on such Lot or funds used to pay ad valorem taxes on such Lot; provided, however, that such subordination shall apply only to Assessment Liens which have become 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 lien. Such foreclosure sale shall not relieve such Lots from any Assessment Lien for Assessments thereafter becoming due.

## ARTICLE VI GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.01 Powers and Duties. The affairs of the Association shall be conducted by the Board. The Board shall be selected in accordance with the Association Documents; provided during the Declarant Control Period, Declarant may appoint, remove and replace any director or officer of the Association, notwithstanding whether such director or officer was or was not (as the case may be) elected by the Members of the Association or the Board. The Board, for the benefit of the Owners, shall provide, and shall pay for (if applicable), from Assessments, the following if and to the extent such have been or are hereafter provided by or contracted for by the Association or the Board as the Board determines in the Board's sole and exclusive discretion:

- (a) Operation, care, maintenance, repair and preservation of the Common Properties, Public Open Space and Easement Areas and the furnishing and upkeep of any desired personal property for use in the Common Properties and Easement Areas, including but not limited to, the operation, maintenance and repair of all lighting systems and facilities installed in and providing lighting for any Common Properties within the Subdivision, including without limitation, the ponds and water detention sites within the Subdivision, and the maintenance and replacement of all light bulbs used in any such lighting systems and facilities.
- (b) Providing the Common Services;
- (c) Taxes, insurance and utilities, if any, which pertain to the Common Properties or are otherwise provided for herein which the Board may obtain in its sole discretion;
- (d) The services of a Person or Persons to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other 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 Association or by a manager designated by the Board;
- (e) Legal, accounting and other professional services on behalf of the Association;
- (f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in the Board's sole and exclusive opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration; and
- (g) The collection (as a part of the Regular Assessments) and payment of any assessments owed by an Owner or the Association under any other recorded deed restrictions, if any.

The Board shall have the following additional exclusive rights, powers and duties:

(h) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

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

(j) To perform any of the Board's duties under this Declaration by contracting with third parties, to enter into other contracts, to maintain one (1) or more bank accounts and, generally, to have all the powers necessary or incidental to the operation, functions and management of the Association;

(k) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(l) To make reasonable rules and regulations for the operation and use of the Common Properties and the Common Services and to amend them from time to time;

(m) To own fee simple title, or an easement interest, in the Common Properties; and

(n) To make available to each Owner within ninety (90) days after the end of the year an annual report of the Association;

(o) To adjust the amount, collection and use of any insurance proceeds;

(p) To enforce the provisions of this Declaration and any rules made hereunder and, in the sole and exclusive discretion of the Board, to enjoin and seek damages from any Owner for violation of any such provisions or rules;

(q) To appoint members of the Architectural Control Committee as described in, and subject to the provisions of, Article VII hereof; and

(r) To perform such other duties and functions as are necessary to carry out the rights and obligations of the Board and the Association under this Declaration.

6.02 Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, Easement Areas, any improvements thereon or appurtenances thereto and the Common Services for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the Common Properties and Easement Areas and for services similar to the Common Services. Such insurance may include, but need not be limited to, the following:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;

(b) Public liability and property damage insurance on a broad form basis;



(c) Fidelity bond for all officers and employees of the Association having control over the receipt and disbursement of funds; and

(d) Officers', directors' and Architectural Control Committee members' liability insurance.

The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association remaining (after satisfactory completion of repair and replacement) shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties. If the insurance proceeds are insufficient to repair or replace any such loss or damage, the Association may levy Special Purpose Assessment(s) or Special Member Assessment(s) (if applicable) to cover any such deficiency.

6.03 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for the performance of services which the Association is obligated or authorized to obtain, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable in the Board's sole and exclusive discretion and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

6.04 Liability Limitations. Neither Declarant nor any Member, director, officer or representative of the Association or the Board or the Architectural Control Committee shall be personally liable for the debts, obligations or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Association Documents. Declarant and such directors, officers and Architectural Control Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association, as a Common Expense of the Association, shall indemnify and hold Declarant, such directors, officers and members of the Architectural Control Committee harmless from any and all expenses, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director and each officer of the Association and each member of the Architectural Control Committee shall be indemnified and held harmless by the Association, as a Common Expense of the Association, from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reasons of having served as such director, officer or Architectural Control Committee member and against all expenses, losses and liabilities, including, but not limited to, court costs and reasonable attorneys' fees, incurred by or imposed upon such director, officer or Architectural Control Committee member in connection with any proceeding to which such Person may be a party or have become involved by reason of being such director, officer or Architectural Control Committee member at the time any such expenses, losses or liabilities are incurred subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director, officer or Architectural Control Committee member is adjudicated guilty of willful misfeasance or malfeasance, misconduct or bad faith in the performance of such Person's duties or intentional wrongful acts or any act expressly specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable; provided, however, this indemnity does cover liabilities resulting from such director's, officer's or Architectural Control

Committee member's negligence. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or Architectural Control Committee member, or former director, officer or Architectural Control Committee member, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and Architectural Control Committee members', insurance on behalf of any Person who is or was a director or officer of the Association or an Architectural Control Committee member against any liability asserted against any such Person and incurred by any such Person in such capacity, or arising out of such Person's status as such.

## ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

### 7.01 Architectural Control Committee.

(a) Declarant shall appoint an initial Architectural Control Committee (herein so called) to consist of not fewer than three (3) persons. Declarant shall have the sole and exclusive right to appoint, remove and replace members of the Architectural Control Committee for so long as Declarant or Declarant's affiliates own at least one (1) Lot. Thereafter, the Architectural Control Committee members shall be appointed, removed and replaced by the Board as provided herein. Members of the Architectural Control Committee shall hold their positions until death or resignation, or until removed or their successors are appointed by Declarant so long as Declarant or Declarant's affiliates own at least one (1) Lot, and thereafter, by the Board at a duly called meeting for such purpose.

(b) For administrative convenience, Declarant shall have the right, but not the obligation, at any time and from time to time, to assign to one (1) or more builders within the Subdivision the right to perform the functions of the Architectural Control Committee set forth in this Declaration in connection with, and for the limited scope of, the review of Plans for construction of new residences on Lots purchased by such builder or builders. In connection with their exercise of the duties and functioning as a review committee, such parties shall be bound by and shall have the same rights and restrictions as are applicable to the Architectural Control Committee as set forth in this Declaration.

7.02 Purpose of the Architectural Control Committee. A function of the Architectural Control Committee is to review and approve or disapprove Plans for improvements proposed to be constructed or modified on Lots and otherwise perform the duties set forth in this Declaration. NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED OR PERMITTED TO REMAIN ON A LOT UNTIL PLANS, IN SUCH FORM AND DETAIL AS THE ARCHITECTURAL CONTROL COMMITTEE MAY DEEM NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE AND APPROVED BY IT IN WRITING. The vote of a majority of the members of the Architectural Control Committee shall be considered as the act of the Architectural Control Committee. The process of reviewing and approving Plans and specifications is one which of necessity requires that the Architectural Control Committee is called upon from time to time to make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration. The Architectural Control Committee is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration in such manner and with such results as the Architectural Control Committee, in its sole and exclusive discretion, may deem appropriate, and in the absence of final adjudication by a court of competent jurisdiction that the Architectural Control Committee has abused its discretion, such action by the Architectural Control Committee shall be final and conclusive. Unless expressly stated otherwise herein, the

Architectural Control Committee shall have the right to grant variances from the requirements of this Declaration as it, in its sole and exclusive judgment, deems appropriate. The Architectural Control Committee shall have the sole and exclusive discretion to determine whether Plans submitted to it for approval are acceptable, and the Architectural Control Committee or Declarant shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans that have not been approved in writing by the Architectural Control Committee.

### 7.03 Plans.

(a) The Architectural Control Committee shall have the right to disapprove any submitted Plans that are not in compliance with this Declaration, if they are incomplete or if the Architectural Control Committee determines that such Plans are not consistent with this Declaration. The Architectural Control Committee may base its approval or disapproval on, among other things, color, materials, exterior elevations and whether or not such improvements otherwise comply with the provisions of this Declaration.

(b) The Architectural Control Committee shall be available on a reasonable basis to meet with an Owner or such Owner's representatives to discuss and answer questions concerning proposed improvements and their compliance with this Declaration.

(c) An Owner desiring to construct or install any improvements on such Owner's Lot must submit Plans (herein so called) to the Architectural Control Committee, in duplicate, for such improvements that contain sufficient detail and information to show the following:

(i) the general plan for the residence showing exterior shape, elevations, height, exterior materials, window locations and roofing of all exterior surfaces.

(ii) cover matters specifically requiring Architectural Control Committee approval as provided in this Declaration; and

(iii) such other information as may be required by the Architectural Control Committee.

Provided, however, that notwithstanding anything contained herein to the apparent contrary, once a specific floor plan, elevation, color or material has been submitted and approved by the Architectural Control Committee, an Owner may use the identical floor plan, elevation, color or material again without again submitting same for approval by the Architectural Control Committee.

(d) Approval of the Plans shall be based upon a determination by the Architectural Control Committee as to whether or not in its judgment, such Plans adequately meet the requirements created by this Declaration. Approval of any Plans with regard to certain improvements shall not be deemed a waiver of the Architectural Control Committee's right, in its sole and exclusive discretion, to disapprove similar Plans, or any of the features or elements included therein, for any other improvements or to refrain from granting similar variances.

(e) If any submission of Plans is not complete or does not include all data required by this Declaration, the Architectural Control Committee, within fourteen (14) days after such submission, shall notify the Owner of such deficiencies, and such Plans shall not be considered to have been submitted until such deficiencies have been corrected. At such time

as the Plans meet the approval of the Architectural Control Committee, one (1) set of Plans will be retained by the Architectural Control Committee and the other set of Plans will be marked "Approved" and returned to the Owner or such Owner's designated representative, accompanied by a statement of complete approval or approval based on certain conditions. If the Plans are found not to be in compliance with this Declaration, one (1) set of such Plans shall be returned marked "Disapproved", accompanied by a statement of the items found not to comply with this Declaration or not to be acceptable to the Architectural Control Committee. Any modification or change to the approved Plans must again be submitted to the Architectural Control Committee for its inspection, review and approval. Should the Architectural Control Committee fail to approve or disapprove any Plans, properly presented by an Owner as provided above, within fourteen (14) days after submittal thereof to the Architectural Control Committee in a form and fully complete as required by the Architectural Control Committee, it shall be presumed that the Architectural Control Committee has approved such properly submitted Plans, unless prior to the end of the fourteen (14) day period, the Architectural Control Committee shall have notified the Owner submitting such Plans in writing that an additional time period, not to exceed fifteen (15) days, is needed for further inspection and review, after which such additional period it shall be presumed that approval has been given absent specific disapproval in writing having been given by the Architectural Control Committee during such additional review period.

(f) Intentionally Deleted

(g) Upon submission of a written narrative request for same, the Architectural Control Committee may, from time to time, in its sole and exclusive discretion, permit Owners to construct, erect or install improvements which are in variance from this Declaration. 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 Subdivision. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests. The grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce this Declaration against any other Owner or against the same Owner for any other matter. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Architectural Control Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. The failure of the Architectural Control Committee to act on a variance request within any particular period of time shall not constitute the granting or approval of any such variance request. Notwithstanding the foregoing, the Architectural Control Committee may, at its discretion, approve construction of a structure lacking not more than ten percent (10%) of the minimum square footage required by Section 2.06 above.

(h) The Architectural Control Committee may from time to time publish, promulgate and amend architectural standards' bulletins.

7.04 Inspections. The Architectural Control Committee, or its designees, shall have the right during reasonable business hours to enter upon and inspect any Lot or improvements then under construction to determine whether or not the Plans therefor have been approved by the Architectural Control Committee. If the Architectural Control Committee shall determine that such Plans have not been approved or that the Plans which have been so approved are not being substantially complied with, the Architectural Control Committee may, in its sole and exclusive discretion, give the Owner of such Lot written notice to such effect, and, thereafter, the Declarant or the Architectural Control Committee, on behalf of the Association, shall be entitled

to enjoin further construction and to require the removal or correction of any work in place that does not comply with the approved Plans. If any improvements shall be altered or replaced on any Lot otherwise than in substantial conformity with the approved Plans therefor, such action shall be deemed to have been undertaken without requisite approval of the Architectural Control Committee and to be in violation of this Declaration; and the Declarant or the Architectural Control Committee, on behalf of the Association, shall be entitled to take action as permitted under this Declaration with respect thereto.

7.05 Interior Alterations. An Owner may make improvements and alterations within the interior of such Owner's residence without first obtaining Architectural Control Committee approval; provided, however, such interior improvements and interior alterations must not change the exterior appearance of any improvements, including, for example and without limitation, changes in window locations, window design or window materials.

7.06 Changes. No construction or installation of improvements on a lot that is inconsistent with, in addition to, or materially different from, any previously approved Plans shall be commenced or permitted until the Plans reflecting any and all such changes or additions have been submitted to, and approved by, the Architectural Control Committee in accordance with this Article VII; provided, however, no such approval is required for changes within the interior of any building that do not in any way change the exterior appearance.

7.07 Limitation on Liability. Declarant, the Association, the Board (or any of its members) and the Architectural Control Committee (or any of its members), shall not, individually or in combination, be liable in damages (or otherwise) to any Owner for any act or occurrence, or any failure to act, relating to this Declaration, including any claims by any Owner regarding or arising out of any subjective decisions, mistakes in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve or to disapprove any Plans submitted, or for otherwise acting in good faith in such capacities. Declarant and the Architectural Control Committee (or any of its members) shall not, individually or in combination, be liable in damages (or otherwise) in connection with any construction, design, engineering or defect associated with any improvement (or otherwise) constructed on the Property. APPROVAL OF PLANS BY THE ARCHITECTURAL CONTROL COMMITTEE DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER THAT SUCH PLANS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT SUCH OWNER'S PLANS AND SPECIFICATIONS COMPLY WITH ALL SUCH REQUIREMENTS AND PRACTICES. The Architectural Control Committee shall have the right, but never the obligation, to perform the functions set forth in this Declaration.

## ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTY

8.01 Declarant's Right to Annex Adjacent Property. Declarant hereby reserves for itself and its affiliates and/or any of their respective successors and assigns the right to annex any or all such real property into the scheme of this Declaration as provided in this Article VIII. Notwithstanding anything herein or otherwise to the contrary, Declarant and/or such affiliates, successors and/or assigns shall have the exclusive unilateral right, privilege and option (but never an obligation), from time to time and at any time during the period expiring twenty (20) years from the date this Declaration is recorded in the Real Property Records of Tarrant County, Texas, to annex, and subject to the provisions of this Declaration and the jurisdiction of the

Association, any additional property located adjacent to or in the immediate vicinity of the Subdivision (collectively, the "Annexed Land"), by filing in the Real Property Records of Tarrant County, Texas, a Supplemental Declaration expressly annexing any such Annexed Land. Such Supplemental Declaration shall not require the vote of the Owners, the Members of the Association, or approval by the Board or other action of the Association or any other Person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Real Property Records of Tarrant County, Texas. Declarant shall also have the unilateral right to transfer to any other Person Declarant's right, privilege and option to annex Annexed Land, provided that such transferee or assignee shall be the developer of at least a portion of the Annexed Land and shall be expressly designated by Declarant in writing to be the successor or assignee to all or any part of Declarant's rights hereunder.

8.02 Procedure for Annexation. Any such annexation shall be accomplished by the execution and filing for record by Declarant (or the other owner of the property being added or annexed, to the extent such other owner has received a written assignment from Declarant of the right to annex hereunder) of a Supplemental Declaration which must set out and provide for the following:

(i) The name of the owner of the Annexed Land being added or annexed who shall be called the "Declarant" for purposes of that Supplemental Declaration;

(ii) The legally sufficient perimeter (or recorded subdivision) description of the Annexed Land being added or annexed, separately describing (by reference to a plat or otherwise) all portions of the Annexed Land that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way and/or utility facility purposes, those portions that are to comprise Lots for construction of single-family residences and related improvements, and those portions that comprise Common Properties (if any);

(iii) A mutual grant and reservation of rights and easements of the Owners in and to the existing and annexed Common Properties (if any);

(iv) That the Annexed Land is being annexed in accordance with and subject to the provisions of this Declaration, and that the Annexed Land being annexed shall be developed, held, used, sold and conveyed in accordance with, and subject to, the provisions of this Declaration as theretofore and thereafter amended; provided however, that if any Lots or portions thereof being so annexed are to be treated differently than any of the other Lots (whether such difference is applicable to other Lots included therein or to the Lots now subject to this Declaration), the Supplemental Declaration should specify the details of such differential treatment and a general statement of the rationale and reasons for the difference in treatment, and if applicable, any other special or unique covenants, conditions, restrictions, easements or other requirements as may be applicable to all or any of the Lots or other portions of Annexed Land being annexed;

(v) That all of the provisions of this Declaration, as amended, shall apply to the Annexed Land being added or annexed with the same force and effect as if said Annexed Land were originally included in this Declaration as part of the Initial Property, with the total number of Lots increased accordingly; and

(vi) That an Assessment Lien is therein created and reserved in favor of the Association to secure collection of the Assessments as provided in this Declaration, and as provided for, authorized or contemplated in the Supplemental Declaration, and setting forth the first year Per-Lot Regular Assessment and the amount of any other then applicable

Assessments (if any) for the Lots within the Annexed Land being made subject to this Declaration.

Each such "Supplemental Declaration" may contain all other provisions as the Declarant therein shall deem appropriate.

#### ARTICLE IX SPECIAL PROVISIONS REGARDING THE RIGHTS OF THE CITY

9.01 Obligation of the Association. Subject to Article I(u), Section 2.48 and Section 3.02 and any other provision hereof to the contrary, the Association has and shall have the sole responsibility to maintain the Common Properties as provided herein in a condition not less than the minimum standards required by the City. The Association's costs of maintaining the Common Properties will be collected from the Owners through Assessments as provided in Article V hereof.

9.02 Rights of the City. The Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Properties. However, in the event that:

(a) The Association dissolves and the Common Properties shall not be either (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority or utility to be devoted to purposes as nearly as practicable to the same as those to which such Common Properties were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties which the Association is obligated to maintain hereunder; then, in either such event, the City shall have the right, but not the obligation, thereafter to assume the duty of performing the Association's maintenance obligations of all such Common Properties at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of sixty (60) days after receipt by the Association, or the Association's successor or assign, 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 collect, when the same become due, the Assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Properties; and, if necessary, the City may enforce the payment of delinquent Assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, the City may levy an Assessment upon each Lot on a prorata basis for the cost of such maintenance to be provided by the Association as set forth in this Declaration, which Assessment shall constitute an Assessment Lien upon the Lot against which each Assessment is made. During any period that the City assumes the obligation to maintain and care for the Common Properties, the Association shall have no obligation or authority with respect to such maintenance and care. The right and authority of the City to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns, shall present to the City reasonable evidence of the Association's willingness and ability to resume maintenance of the Common Properties. Under no circumstances shall the City be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions relating in any manner to maintaining, improving and preserving the Common Properties.

9.03 Easement. In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City, its agents, representatives and employees, shall have the right of access, ingress and egress to and over the Common Properties for the purposes of maintaining, improving and preserving the same.

9.04 Amendment. Notwithstanding anything herein to the contrary, the provisions of this Article IX shall not be amended or deleted from this Declaration without the written consent of the City. Other provisions of this Declaration can be amended or deleted without the necessity of the consent of the City.

## ARTICLE X GENERAL PROVISIONS

10.01 Binding Effect and Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, shall be binding on all Owners and shall inure to the benefit of and be enforceable by Declarant, the Association, the legal representatives thereof, and their successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, after which time this Declaration shall automatically be extended for three (3) successive periods of ten (10) years each, unless after such fifty (50) years an instrument executed and duly acknowledged by Owners owning, in the aggregate, at least seventy-five percent (75.0%) of the Lots has been recorded in the Real Property Records of Tarrant County, Texas, abolishing this Declaration.

10.02 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the sole and exclusive opinion of the Board, will best affect the general plan of development as reflected in this Declaration. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret the provisions thereof, and any determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that any such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the office of the County Clerk of Tarrant County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice versa, and the use herein of any gender shall mean any other gender when applicable. Any and all exhibits referred to herein and attached hereto are made a part hereof by reference. This Declaration shall be construed under, and in accordance with, the laws of the State of Texas.

10.03 No Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Development in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity or enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, the Association and their legal counsel and other professional advisors harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.



10.04 Amendments. Except as otherwise provided in this Section, this Declaration, or any provisions hereof, may be terminated or amended as to any portion of the Property only by a document duly executed and acknowledged by Owners holding, in the aggregate, seventy-five percent (75%) of the votes of all Members in Good Standing (both classes of Members) present at a duly called meeting at which a Regular Quorum is present. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the Secretary (herein so called) of the Association confirming the vote of the Members adopting such termination or amendment as required above and recorded in the Real Property Records of Tarrant County, Texas. Notwithstanding the above, Declarant, without the joinder of any other party, shall have the sole and absolute right to make amendments to this Declaration, as determined by Declarant from time to time for so long as Declarant owns at least one (1) Lot, whether to change the provisions hereof, to provide for additional provisions, or to correct or clarify errors, omissions, mistakes or ambiguities contained herein. Further, notwithstanding the above, no amendments shall be made to the following provisions of this Declaration unless such have been first approved by Owners having seventy-five percent (75%) of the votes as provided above plus Declarant [for so long as Declarant owns at least one (1) Lot] evidenced by the execution of any such amendment by such Owners and Declarant (if applicable):

- (a) Changing the provisions requiring membership in the Association as provided herein;
- (b) Changing the allocation of voting rights as provided herein;
- (c) Changing the definitions of a Regular Quorum and Special Quorum as provided herein;
- (d) Changing the type of, and basis for, allocation of Assessments as provided in Article V hereof;
- (e) Changing the provisions regarding the subordination of the Assessment Lien as provided in Section 5.10 hereof;
- (f) Changing the provisions of Article IX hereof regarding rights of the City;
- (g) Changing this Section, or the provisions of Article VIII hereof.

10.05 Enforcement. Declarant, the Association and the Owners shall have the right, but not the obligation, to enforce the covenants and restrictions set out in this Declaration. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended or modified, to restrain or enjoin violations thereof, to recover damages or to seek such other relief available pursuant to applicable law. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, and Declarant, the Association and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of any other remedies at law or in equity, and the exercise by a Person of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers or remedies available to any such Person.

10.06 Special Enforcement Rights of the Association. In the event that an Owner fails to comply with the provisions of this Declaration, including but not limited to the provisions of Article I(u), Sections 2.16, 2.19, 2.22, 2.24, 2.27, 2.29 and 2.48, the Association shall have the right to give such Owner notice of such failure. If the Owner shall not have corrected such failure within fourteen (14) days after the giving of such notice, the Association shall have the right to send a second notice of failure to such Owner. If the Owner shall not have corrected such failure within seven (7) days after the giving of such second notice, the Association shall have the right, but not the obligation, to bring the Lot, and any improvements thereon, into full compliance with this Declaration. All costs and expenses incurred by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not promptly reimburse the Association for all such costs and expenses, including a twenty percent (20%) markup to cover necessary administrative costs as appropriate for the type of work conducted, the Association shall have the right to assess the Owner for same, such assessment being a Special Member Assessment under the provisions of Section 5.04 above.

10.07 No Waiver or Obligation to Enforce. No delay or failure on the part of Declarant, the Association or any Owner to invoke any available right, power or remedy with respect to a breach of this Declaration shall be held to be a waiver by that party (or estop that party from asserting) any right, power or remedy available to such party upon the recurrence or continuance of said breach or the occurrence of a different breach. Neither Declarant, nor the Association or the Owners, shall be under any obligation to take any action to enforce the terms of this Declaration. The failure by Declarant, the Association or any Owner to enforce any provision of this Declaration shall in no event subject Declarant, the Association or any Owner to any claims, liability, cost or expense; it being the express intent of this Declaration to provide Declarant, the Association or any Owner with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Development.

10.08 Liens/Validity and Severability. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one (1) 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 such other provisions and covenants shall remain in full force and effect.

10.09 Notices. Any notice required to be given to Declarant, the Association or any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when actually delivered by hand-delivery or three (3) days after any such notice has been deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed (a) for notice to an Owner to the address of the Owner as shown on the records of the Association at the time of such mailing, and (b) for notice to Declarant or the Association to 8235 Douglas Avenue, Suite 770, Dallas, Texas 75225, or at such other address specified by Declarant or the Association from time to time.

10.10 Mortgagees. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A Mortgagee shall not be liable for Assessments made with respect to a Lot during any period in which its only interest in the Lot is that of a Mortgagee.

10.11 Approvals. No approval by Declarant, the Association or the Architectural Control Committee pursuant to the provisions hereof shall be effective unless in writing, except as otherwise expressly provided herein.

10.12 Imposition of Violation Fines. In the event that any Person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of this Declaration within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that Person a fine for any such violation (herein referred to as a "Violation Fine") not to exceed Five Hundred and No/100 Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a Person for the same violation. The Violation Fines, together with interest at the Default Rate of Interest and any costs of collection, including, but not limited to, reasonable attorneys' fees, shall be part of any such Violation Fine. Violation Fines shall be Special Member Assessments.

10.13 Residential Construction Liability Act. Without waiving any rights under law or equity, all Owners acknowledge, covenant and agree that residential construction defect claims regarding any residence against the Declarant or any homebuilder in Texas are controlled by the Texas Residential Construction Liability Act (Tex. Prop. Code Section 27.001 et seq., as amended) which preempts the Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code Section 17.41 et seq., as amended) and any other law.

**[remainder of page intentionally left blank]**

EXECUTED as of the 28<sup>th</sup> day of MARCH, 2007.

DECLARANT:

BP 200 FORT WORTH, LTD.,  
a Texas limited partnership

By: BP 200 FORT WORTH GP, LLC., general partner

By: [Signature]  
Name: SHAUL C. BARUCH  
Title: MANAGER

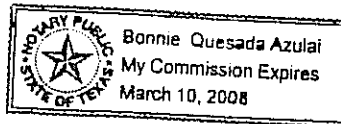
STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the Manager of BP 200 FORT WORTH GP, LLC, general partner of undersigned authority, on this day personally appeared Shaul C. Baruch of BP 200 Fort Worth, Ltd., a Texas limited partnership known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company and limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 28<sup>th</sup> day of March, 2007.

[Signature]  
Notary Public, State of Texas



AFTER RECORDING,  
PLEASE RETURN TO:

Jeffrey W. Harrison, Esq.  
Andrews Barth & Harrison, PC  
8235 Douglas Avenue, Suite 1120  
Dallas, Texas 75225

EXHIBIT "A"  
PROPERTY DESCRIPTION

Phase 1:

LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE JOSIAH WALKER SURVEY, ABSTRACT NO. 1680, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED BY DEED TO BP 208 FORT WORTH, LTD. AND RECORDED IN COUNTY CLERK'S FILING NO. 020504982 AND ALL OF TRACT 11 OF LAND AS DESCRIBED IN COUNTY CLERK'S FILING NO. 020504982 AND ALL OF CLERK'S FILING NO. 020523218, COUNTY RECORDS, TARRANT COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH HANCOCK CAP FOUND AT THE NORTHEAST CORNER OF THAT TRACT 1 AS DESCRIBED BY DEED TO BP 208 FORT WORTH, LTD. AND RECORDED IN COUNTY CLERK'S FILING NO. 020523218, SAID COUNTY RECORDS, SAID POINT BEING IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF HARMON ROAD

THENCE 500°06'23"W, 44.25 FEET ALONG THE EASTERLY LINE OF SAID BP 208 FORT WORTH, LTD. TRACT 1 AND THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF HARMON ROAD TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE SOUTHEAST CORNER OF SAID TRACT 1 AND THE NORTHEAST CORNER OF SAID TRACT 11, THE POINT OF BEGINNING

THENCE 5 06°06'23"W, 250.44 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A CURVE TO THE LEFT;

THENCE 48°53'37"W, 38.90 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 141.33 FEET, THROUGH A CENTRAL ANGLE OF 87°55'37", HAVING A RADIUS OF 50.00 FEET, THE LONG CHORD OF WHICH BEARS 84°52'50"W, 121.25 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 188°42'04"W, 150.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 29.77 FEET, THROUGH A CENTRAL ANGLE OF 07°47'22", HAVING A RADIUS OF 611.50 FEET, THE LONG CHORD OF WHICH BEARS 188°28'23"W, 29.77 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 417.40 FEET, THROUGH A CENTRAL ANGLE OF 24°11'37", HAVING A RADIUS OF 1133.00 FEET, THE LONG CHORD OF WHICH BEARS 58°45'29"W, 414.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE WITH SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 68.47 FEET, THROUGH A CENTRAL ANGLE OF 03°27'26", HAVING A RADIUS OF 1133.00 FEET, THE LONG CHORD OF WHICH BEARS 56°59'53"W, 68.46 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 517°50'26"E, 155.51 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE 56°50'35"E, 38.55 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 121.91 FEET, THROUGH A CENTRAL ANGLE OF 13°41'43", HAVING A RADIUS OF 50.00 FEET, THE LONG CHORD OF WHICH BEARS 238°51'24"W, 118.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 42.10 FEET, THROUGH A CENTRAL ANGLE OF 40°19'51", HAVING A RADIUS OF 62.00 FEET, THE LONG CHORD OF WHICH BEARS 56°17'34"W, 42.10 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE WITH SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 291.29 FEET, THROUGH A CENTRAL ANGLE OF 19°18'58", HAVING A RADIUS OF 725.00 FEET, THE LONG CHORD OF WHICH BEARS 54°28'05"W, 290.04 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 538°48'36"W, 49.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 120.63 FEET, THROUGH A CENTRAL ANGLE OF 14°33'04", HAVING A RADIUS OF 475.00 FEET, THE LONG CHORD OF WHICH BEARS 531°32'04"W, 120.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 524°15'32"W, 70.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 79.47 FEET, THROUGH A CENTRAL ANGLE OF 21°03'43", HAVING A RADIUS OF 36.00 FEET, THE LONG CHORD OF WHICH BEARS 535°15'05"W, 71.36 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 524°15'32"W, 30.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°44'28"W, 382.81 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 524°15'32"W, 118.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 569°44'28"W, 45.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 524°15'32"W, 105.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°44'28"W, 118.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 024°15'32"W, 5.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°44'28"W, 170.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 524°15'32"W, 47.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°44'28"W, 250.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 324°15'32"W, 3.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°44'28"W, 410.04 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°04'24"W, 41.78 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°53'20"W, 300.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 500°06'40"W, 5.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°53'20"W, 180.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, IN THE WESTERLY LINE OF THE AFREMENTIONED BP 208 FORT WORTH, LTD. TRACT 1 (CCF = 020504982), "CARTER & BURGESS" SET;

THENCE 165°06'49"E, 1486.00 FEET ALONG SAID WESTERLY LINE TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 589°23'20"E, 190.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 500°06'40"W, 11.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 589°23'20"E, 330.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°06'49"E, 57.14 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 166°03'50"E, 62.14 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 162°20'54"E, 277.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 527°39'06"E, 170.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 562°20'54"W, 110.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 527°39'06"E, 300.50 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 546°12'33"E, 193.33 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°44'28"W, 246.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 162°15'32"E, 5.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 565°44'28"E, 110.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 532°25'27"E, 115.21 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 541°38'54"E, 111.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 765.04 FEET, THROUGH A CENTRAL ANGLE OF 34°39'04", HAVING A RADIUS OF 1202.00 FEET, THE LONG CHORD OF WHICH BEARS 172°48'24"E, 753.44 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 589°52'04"E, 264.29 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 165°06'23"E, 18.50 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE 589°52'04"E, 38.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 83.397 ACRES OF LAND, MORE OR LESS.

