DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE WATERFRONT

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D196046376 09/26/1996

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WATERFRONT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

WHEREAS, The Estates of Eagle Mountain, Ltd., a a Texas limited partnership (hereinafter called "**Declarant**"), is the owner of all of the lots described on **Exhibit "A"** attached hereto (collectively, the "**Property**") which lots are located in The WaterFront, a Subdivision in Tarrant County, Texas, according to the map or replat thereof dated April 17, 1997, recorded in Cabinet A, Slide 3463, Plat Records of Tarrant County, Texas; and

WHEREAS, Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that it is hereby declared (i) that all of the Property (as same is defined herein and supplemented pursuant to Section 2.02) shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which shall run with, the Property and same shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I.
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time, as more fully defined in Section 6.06 of this Declaration.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of The WaterFront Homeowners Association, Inc. filed in the office of the Secretary of State of Texas, as from time to time amended.

1.04 Assessment. "Assessment" shall collectively mean all regular Assessments, Special Assessments, Fines and Individual Lot Assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean The WaterFront Homeowners Association, Inc., a Texas non-profit corporation.

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

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and as from time to time amended.

1.08 City. "City" shall mean the City of Fort Worth, Texas, and its applicable agencies, departments and committees.

1.09 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Declarant, or by a third party with the consent of Declarant, to the Association and/or designated as "Common Areas" for construction, installation, maintenance and operation, including, but not limited to, open space (whether natural or landscaped), easements, signage, fencing and walls common to the Property, rights-of-way, parkways, median strips, lighting, landscaping, and irrigation/sprinkling systems within the Property.

1.10 Declarant. "Declarant" shall mean The Estates of Eagle Mountain, Ltd., a Texas limited partnership, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of The Estates of Eagle Mountain, Ltd. as Declarant must be expressly set forth in writing and filed of record in the real property records of the county in which the Property is situated with reference to this Declaration, and the mere conveyance of a portion of the Property without written assignment of rights of Declarant shall not be sufficient to constitute an assignment of rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

1.12 Fines. "Fines" shall mean the monetary penalties established by the Board from time to time pursuant to Section 7.11, and imposed on Owners for violations of the provisions of this Declaration.

1.13 Improvement. "Improvement" shall mean every structure on the Property and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds or buildings, gazebos, patios, driveways, walkways and paved areas, fountains, green houses, barns, basements, swimming pools, ponds, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, exterior fixtures or equipment, pipes, lines, antennas, satellite dishes, towers and facilities used in connection with utilities.

1.14 Lot. "Lot" or "Lots" shall mean and be defined as a separate single family residential building site within the Property as the same is added to, subdivided and described pursuant to and in accordance with the plat(s) of the Property, as they may be amended from time to time and shall include any Improvements from time to time constructed, erected, placed, installed or located thereon.

1.15 Member. "Member" or "Members" shall mean any person or persons, entity or entities holding membership rights in the Association.

1.16 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.17 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.18 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee, unless or until Mortgagee forecloses on any Lot and becomes a fee simple owner thereof.

1.19 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having a right to hold title to real property.

1.20 Preliminary Plans. "Preliminary Plans" shall mean the preliminary plans required by the Architectural Committee prior to the creation of working (construction) drawings. The Architectural Committee, in order to provide input prior to the creation of working (construction) drawings requires the submittal of Preliminary Plans which at a minimum shall include the following: submitter's name, address, and telephone number; a site (plot) plan with legal description and street address, north arrow, building setback lines at all sides, sketch elevation at scale of 1/8 inch = 1 foot or 1/4 inch = 1 foot. The house plan must show all rooms, the garage, and the number of vehicles it is to contain. The scale of the site plan shall be not less than 1" to 20' and a statement shall be placed on the face of the site plan providing where, if any, "cutting" and/or "filling" is proposed.

1.21 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction, alteration or erection of any Improvement. See Section 6.07 for additional requirements for the "Plans and Specifications."

1.22 Property. "Property" shall mean the real Property described on **Exhibit "A"** attached hereto, and any land added to this Declaration pursuant to Section 2.02, less any land withdrawn by Declarant under this Declaration under Section 2.03.

1.23 Rules. "Rules" shall mean the rules and regulations related to the Property adopted by the Board as the same may be amended from time to time.

1.24 Single Family Unit. "Single Family Unit" shall mean and refer to any Improvements on a Lot which are designed and intended for occupancy and use as a residence by one Person, by a single family, or by Persons maintaining a common household.

1.25 Subdivision. "Subdivision" shall mean and refer to all phases and plats of The WaterFront development (as the subdivision may be hereafter renamed by Declarant), to the extent same is part of the Property.

1.26 Restrictions. "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules and the Articles, Rules and Bylaws of the Association from time to time in effect.

ARTICLE II.
DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property or any Lots owned by Declarant into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of the restrictions set forth in this Declaration.

2.02 Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right, but not the obligation, at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any party or Person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional Property adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character or Declarant's overall development plans for the added Property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the real property records of the county in which the Property is situated a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

(A) A reference to this Declaration, which reference shall state the volume and page numbers of the real property records wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration shall apply to the added land;

(C) A legal description of the added land; and

(D) Any covenants, conditions or restrictions that are different or unique to the added land.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas owned by Declarant from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the real property records of the county in which the Property is situated a notice of withdrawal of land containing the following provisions:

(A) A reference to this Declaration, which reference shall state the volume and page numbers of the real property records wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and

(C) A legal description of the withdrawn land, including any plats thereto.

ARTICLE III.
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Insurance Rates. Nothing shall be done or kept on the Property which could increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Architectural Committee.

3.02 Property. No Lot shall be further divided or subdivided, nor may any Lots be combined to form one (1) Lot, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot or combine any Lots and convey an easement or other interest less than the whole in any Lot, all without the approval of the Architectural Committee or any other Owner. Each Owner, by purchase of a Lot in the Property, does appoint Declarant as its true and lawful attorney-in-fact coupled with an interest for such Owner and in such Owner's name, place and stead to subdivide or to combine Lots and to grant consents for the Subdivision or combination of any Lots owned by Declarant. Each Owner agrees to execute any reasonable documentation to effect such subdivision or combination or to evidence such power-of-attorney, as Declarant may request.

3.03 Signs. No sign, billboard or advertising of any kind shall be displayed to public view on the Property without the prior written consent of the Architectural Committee. However, the Architectural Committee may require each Owner of each Lot to have professionally prepared one (1) sign meeting the Architectural Committee's criteria and standards for a uniform address plaque identifying the common address of each Lot.

3.04 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. The Architectural Committee shall have the right to determine if any portion of the Property is in such an unsanitary, unsightly, offensive, or detrimental condition. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view by the public, as approved by the Architectural Committee, and contents thereof disposed of regularly as required by the Association or local authority.

3.05 Alteration or Removal of Improvements. Any construction, repair or alteration, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Committee. In the event that a Single Family Unit or other Improvement on a Lot shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding three (3) months following the occurrence of the offending incident, the Owner of the affected Improvement shall cause the damage or destroyed Improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such Lot. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required for new construction pursuant to the provisions of this Declaration.

3.06 Construction of Improvements. No Improvements shall commence to be constructed upon any of the Property nor shall any site preparation be commenced upon any of the Property without the prior written approval of the Architectural Committee.

3.07 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good, safe, attractive condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.08 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.09 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any Person or Property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted, except within interior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult.

3.10 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from public streets. Without limiting the generality of the foregoing, trailers, graders, trucks (other than pickups not to exceed one ton capacity), boats, tractors, vans and other vehicles used or designed for use as commercial vehicles, motor homes, travel trailers, campers, wagons, buses, motorcycles and similar two (2) and four (4) wheel motorized vehicles, motor scooters, golf carts, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from public view so as to not be visible from a public street, and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except screened from public view. Each residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. No more than six (6) automobiles per dwelling unit may be kept on the Lot in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from public view at ground level and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures and appropriately screened from public view, from any street in or adjacent to the Subdivision or from any Common Area.

3.11 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.12 Precedence Over Less Stringent Governmental Regulations. In those incidences where the covenants, conditions and restrictions set forth in this Declaration set or establish minimum standards or limitations or restrictions on use in excess of any governmental regulations, rules or ordinances, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over any less stringent governmental regulations, rules and ordinances. Similarly, when any governmental regulations, rules and ordinances are more stringent than those set forth in this Declaration, the more stringent governmental regulations, rules and ordinances shall control. Each Owner shall have the sole responsibility to comply with all regulations, rules and ordinances applicable to such Owner and its Lot.

3.13 Maintenance of Lot and Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot alive, cultivated, pruned or mowed, free of trash, weeds and other unsightly material. Prior to the construction of a residence on a Lot, the Lot Owner shall regularly mow

such unimproved Lot and keep it neatly trimmed and free of trash and other unsightly material. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and charge the cost thereof to the Owner of the Lot as provided in Section 5.06 hereof.

3.14 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within the residence), horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No Owner shall keep an excessive number of animals so as to create a nuisance. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations of animals will be allowed on any Lot. No domestic household pet shall be allowed to run at large and pets shall be kept within enclosed areas on the Property which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from the front or side of the Lot at street level. Dog runs shall not be visible from any portions of the Property at street level. No vicious or dangerous animals shall be allowed on the Property.

ARTICLE IV.
RESIDENTIAL RESTRICTIONS

4.01 Single Family Residential Construction. All Lots shall be improved and used solely for a Single Family Unit or Common Area. No house shall be utilized as a construction office at any time. Except the use of a room within a residence as an in-house office, which office use is secondary to the residential use on the Lot, no business, commercial, industrial, trade, professional or other non-residential activity or use of any nature, type, kind or description shall be conducted upon or from any Single Family Unit or within any Improvement located or constructed on any Lot. No signs of any type advertising or describing in any way the in-home office use or business is permitted to be placed anywhere on the Lot or within or upon the Single Family Unit. Notwithstanding anything to the contrary in this Declaration, each builder within the Subdivision shall have the right to build and maintain on a Lot owned by builder and subject to all other requirements of this Declaration a model home to be maintained by such builder. The model home shall be held open to the public on a regular basis and shall be utilized by said builder to sell other homes on Lots owned by said builder in the Subdivision.

4.02 Building Height. No Improvement greater than two and one-half (2-1/2) stories may be constructed on any Lot without the prior written approval of the Architectural Committee.

4.03 Building Materials; Dwelling Size. All Single Family Units shall be constructed of recognized standard construction quality, and shall be constructed of eighty percent (80%) stone or masonry or other masonry-type materials specifically approved in writing by the Architectural Committee. Log homes and geodesic dome homes are prohibited within the Property. All windows and door openings shall be excluded from the masonry requirement. Except for Single Family Units constructed on a Lot listed on Exhibit "B" or Exhibit "C" attached hereto and made a part hereof, all one-story Single Family Units shall contain not less than Two Thousand Four Hundred (2,400) square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports. All one-story Single Family Units constructed on a Lot listed on Exhibit "B" shall contain not less than Two Thousand Two Hundred (2,200) square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and

carports. All one-story Single Family Units constructed on a Lot listed on Exhibit "C" shall contain not less than Three Thousand (3,000) square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports. Additionally, except for Single Family Units constructed on a Lot listed on Exhibit "C" attached hereto, all two-story or split-level dwellings shall contain not less than Two Thousand Eight Hundred (2,800) square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports, and not less than One Thousand Eight Hundred (1,800) square feet of first floor living area (or, for a split-level dwelling, the main floor living area). All two-story or split-level dwellings constructed on a Lot listed on Exhibit "C" attached hereto shall contain not less than Three Thousand (3,000) square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports, and not less than One Thousand Eight Hundred (1,800) square feet of first floor living area (or, for a split-level dwelling, the main floor living area). The Architectural Committee, with the approval of Declarant, is permitted to approve deviations in the dwelling size in instances where, in the judgment of such Committee, such deviation will result in a more beneficial use of the Lot.

4.04 Construction in Place. All dwellings constructed in the Property shall be built in place on the Lot and the use of prefabricated exterior building materials (except windows and doors) shall be allowed only with the prior written approval of the Architectural Committee.

4.05 Location of Improvements Upon the Lot. The Architectural Committee may establish a building envelope for each Lot. When the building envelope is established for a Lot, no improvements may be constructed on such Lot outside of the building envelope. The positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review and approval. The minimum front yard setback for each Lot shall be thirty (30) feet. The minimum side yard setback for each side of a Lot shall be five (5) feet. The minimum rear yard setback shall be thirty (30) feet. In considering any request for a variance from the foregoing setback requirements, the Architectural Committee may give special consideration to Lots located within a cul-de-sac and to Lots situated at the corner of two streets. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole; it being expressly understood that neither the Architectural Committee nor Members thereof shall be liable to any Owner for monetary damages or otherwise due to the construction of any Improvements within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots. No Single Family Unit may be built so that the garage openings face onto the street along the front of such Lot (or, in the case of a corner Lot, onto the street along the front or the side of such Lot).

4.06 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of the Restrictions. During any period when a Lot or Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with all terms of this Declaration.

4.07 Sidewalks and Curb Cuts. The Owner of each Lot shall construct and maintain in good repair and condition, or cause to be constructed and so maintained, at his own expense, a sidewalk, along and adjoining that portion of the perimeter of the Lot adjacent to any street, which shall be of a design and composition meeting all governmental requirements and approved in advance by the Architectural Committee. Subject to Architectural Committee approval, the sidewalk shall be positioned so that it abuts the curb along all streets adjacent to the Lot, which sidewalks shall be five feet (5') wide and extend the full width of the Lot. The Architectural Committee shall have the right to approve reductions in the width of the sidewalk if such reductions will, in the sole discretion of the Architectural Committee, result in preserving certain desirable trees located within the Subdivision. The transition into the driveway approaches from the sidewalk shall be in

accordance with applicable requirements of governmental authorities and the Architectural Committee. The sidewalk must be completed by the Owner thereof simultaneously with the completion of the dwelling on each Lot. All sidewalks shall be constructed of concrete.

4.08 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property. All sidewalks and all driveway approaches shall be constructed of concrete. Starting at the edge of the sidewalk closest to the residence, driveways on each residential Lot must be constructed of concrete or other materials approved by the Architectural Committee. Location, design and any decorative surface of all driveways must be approved by the Architectural Committee. All driveways must be a minimum of ten feet (10') in width. The driveway turnout and approach shall be constructed in such a manner as to provide an attractive transitional radius from the curb into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted to and approved by the Architectural Committee.

4.09 Athletic Facilities. The Architectural Committee will have the right to regulate the appearance and placement of all athletic facilities and sporting apparatus, including tennis courts and basketball goals.

4.10 Swimming Pools. Movable, above-ground swimming pools in excess of six feet (6') in diameter are strictly prohibited. All swimming pools in excess of six feet (6') in diameter must be of a permanent nature built into the ground and in a fenced enclosure with self-closing and self-latching gates approved by the Architectural Committee. No swimming pools shall be constructed in front or side yards.

4.11 Landscaping and Irrigation Plans. All front yards shall be landscaped with shrubs and grass, and an underground irrigation system shall be installed. No rock beds will be permitted as a substitute for grass. Front yards shall be landscaped and underground irrigation systems installed simultaneously with the completion of a residence on the Lot.

4.12 Sight Distance at Intersections. No fence or other type of wall, barrier or planting which obstructs sight lines at elevations between two feet and six feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded Property corner, from the intersection of the Property line extended. The same sight line limitation shall apply to any Lot within ten feet (10') of an intersection of the street Property line with the edge of a driveway. No tree shall be permitted to remain within such distance of any such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.13 Utilities. If natural gas is made available to the Property, each Owner agrees to install gas water heating and gas central comfort heating appliances in each Single Family Unit constructed on the Property, or such Owner will pay a cost-recovery fee in the amount of Five Hundred Dollars ($500.00) to Declarant for each Lot owned by such Owner upon which gas water heating or gas central comfort heating appliances are not installed. The cost-recovery fee represents a reimbursement to Declarant for the cost incurred by Declarant as a result of the non-installation of such gas appliances on such Lot. All Improvements to a Lot shall be served only by the central utility services provided to the Property.

4.14 Sewage Disposal. No septic tank or individual sewage disposal system shall be permitted on any portion of the Property. Each dwelling on a Lot must utilize the central sewage disposal system provided to the Subdivision.

4.15 Windows. All windows, awnings, storm windows and doors, shutters and similar items shall be approved by the Architectural Committee for style, materials, colors, etc.

4.16 Foundation Exposure. The foundation of any Improvement shall not be exposed more than twelve (12) inches above final grade. If floor level is more than twelve (12) inches above final grade, and such portion of the foundation would be visible from a public street, the foundation shall be built to accommodate a finished wall matching the exterior wall of the Improvement to within twelve (12) inches of final grade or the foundation shall be screened by appropriate landscaping.

4.17 Trees. Except for areas within the building envelope on a Lot, no living trees shall be removed from any Lot without the prior written consent of the Architectural Committee, and any permitted removal shall be in compliance with governmental regulations. Such approval shall be reasonably given, however, if such removal is necessary in connection with the location of the main residential dwelling on a particular Lot where the preservation of any tree would cause a hardship in connection with the location of such dwelling on the Lot. As used herein, the term "tree" shall mean and be defined as any tree equal to or greater than ten (10) feet in height and having a caliper of six inches (6") or more. Any tree(s) removed in violation of this provision shall be immediately replaced with a tree of similar size and type.

4.18 Architectural Committee Rules; Governmental Rules. All Improvements shall be placed, located, erected, constructed, installed and maintained at the Property in conformance with the Architectural Committee Rules, for which provision is made in Section 6.06 of the Declaration, as such Architectural Committee Rules may be changed, amended or modified from time to time. All Improvements located, erected, constructed and installed upon any Lot shall conform to and comply with all applicable governmental regulations, rules and ordinances. All activities of the Owners, and those of their tenants, invitees, agents, employees and contractors on or about the Property shall comply with all applicable governmental regulations, rules and ordinances.

4.19 Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained on the Property without the approval of the Architectural Committee. Each Single Family Unit constructed and maintained on the Property shall have an attached garage as an appurtenance thereto; provided, however, that the Architectural Committee may, at its option, approve a detached garage. All garages shall be for not less than two (2) standard sized passenger automobiles. Garages for more than three (3) automobiles must be specifically approved by the Architectural Committee. Each garage shall have a minimum width, as measured from inside walls, of ten (10) feet per car and a minimum depth for each car of twenty-one (21) feet. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the Architectural Committee. Unless the Architectural Committee grants a variance as hereinafter provided, all garages shall be designed, erected, constructed, installed or maintained as side entry/load or rear entry/load. All garages must have garage doors that are operated by electric door openers kept in operable condition. No garage shall be converted to another use (e.g., living space) without the substitution, on the Lot involved, of another garage meeting the requirements of this Section 4.19 of this Declaration and the approval of the Architectural Committee as otherwise provided in this Declaration.

4.20 Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors shall be in conformance with the applicable provisions of the Architectural Committee Rules or as approved by the Architectural Committee.

4.21 Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) on to streets and road rights-of-way. All exterior lighting shall be conformed to and with the applicable

provisions of the Architectural Committee Rules or as approved by the Architectural Committee. Special exceptions to such specifications (if any) may be approved by and within the sole discretion of the Architectural Committee upon a showing of good cause therefor. Holiday lighting on any Single Family Unit during the calendar month of December shall be removed from the exterior of said Lot no later than the 15th of January of that following year.

4.22 Antennas. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios and the like, shall be operated on the Property without the prior written consent of the Architectural Committee, and such consent, once given, may be revoked by the Architectural Committee in the event that the operation of any such equipment interferes with ordinary radio, telephone or television reception or equipment, including the Subdivision's central cable television and gate control systems. No exterior radio or television antenna, satellite dish receivers larger than twenty inches (20") in diameter, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television or microwave signals which are intended for cable television, network television reception or entertainment purposes shall be erected or maintained without the prior written approval of the Architectural Committee, which approval shall be based upon the aesthetics of any such devise that can be seen from the street, adjacent Lots at ground level, or Common Areas of the Subdivision and upon its potential for interference with communications received or transmitted by other Owners in the Subdivision. Roof, chimney or pole mounted antennas which are visible from any street, adjacent Lots or Common Areas within the Subdivision are not permitted.

4.23 Roofs. The roofs of the main body of all buildings and other structures on the Property, including the Single Family Unit, shall be pitched, and the minimum pitch shall be 8 / 12. The pitch of all roofs shall be approved by the Architectural Committee or specified in the Architectural Committee Rules. All roofs shall be constructed of clay tile, cement tile, slate, standing seam copper, architectural dimensional shingle or other materials (if any) specified in the Architectural Committee Rules or otherwise approved by the Architectural Committee, in its sole discretion. All roof colors must be approved by the Architectural Committee before building occurs. No three (3) tab or square-butt shingle, nor pure white or pure primary colored roofs shall be permitted. No antennas, windmills, appliances, rooftop attic ventilators, fans, solar collector panels or other rooftop installations or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or structure unless the same shall first be approved in writing by the Architectural Committee, and, if approved, shall otherwise be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street or neighboring residences, Single Family Units or Common Areas. Whenever possible, all plumbing vent stacks, any other vents or penetrations through the roofs of the residences or other Improvements shall be painted the color of the roof and shall be designed to penetrate the roof from behind (to the rear of the residence) the main ridge line of the roof so as not to be visible from any street or Common Area in the Subdivision.

4.24 Mailboxes. Each Lot on which a Single Family Unit dwelling is constructed and completed (as evidenced by the issuance of a certificate of occupancy therefor) shall have a street or roadside mailbox for the delivery of United States mail. All mailboxes shall be brick or masonry finished. The design, construction and location of such mailbox shall be in strict conformance with the applicable provisions of the Architectural Committee Rules or as otherwise approved by the Architectural Committee in writing; it being expressly provided, however, that the Architectural Committee must approve a location consistent with the rules and regulations of the United States Post Office Department. Declarant shall have the right to require that all roadside mailboxes meet certain standard design criteria specified by Declarant or the Architectural Committee and have a certain aesthetic appearance.

4.25 Drainage. Surface drainage from each Lot shall be collected on site and connected to underground storm drainage systems. All work done on any Lot affecting or pertaining to the Lot grade, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with any applicable site grading and drainage plans and also in accordance with all applicable laws, codes and regulations.

4.26 Temporary Structures and Outbuildings. The construction of all out-buildings or other structures on a Lot, including without limitation the number, location, design, materials and other aspects thereof, must be approved by the Architectural Committee, in the Architectural Committee's sole discretion.

4.27 Fences. The construction of fences shall be restricted, and no fence shall be constructed, painted or decorated on the Property, without the prior written consent of the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property. Any fencing on a Lot shall be constructed of wood, brick or wrought iron. Simulated wood or wrought iron-like materials may be used if approved by the Architectural Committee. No chain link, vinyl-coated chain link, split rail or unfinished concrete block fences will be permitted on any Lot. Fences and walls erected nearer to the street than the front of the dwelling on such Lot are prohibited. All fences shall be six feet (6') in height unless otherwise approved by the Architectural Committee. However, in the case where swimming pools are constructed, fences can be up to eight feet (8') in height.

4.28 Unfinished Structures. No house or other structure shall remain unfinished for more than twelve (12) months after the construction of same has been commenced.

4.29 Compliance with Provision of this Declaration. Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any of this Declaration shall constitute a violation of this Declaration, and shall give rise to the imposition of Fines and to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such Restrictions, terms or provisions shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless from any damages resulting from any amendment to or invalidity or unenforceability of the Declaration.

ARTICLE V.
THE WATERFRONT HOMEOWNERS ASSOCIATION

5.01 Organization. Declarant has caused the formation and incorporation of the Association. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law and/or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Declarant shall have no obligation whatsoever to exercise the specific powers and duties of the Association or Board, unless Declarant, in its sole discretion, determines to so act.

5.02 Membership. Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on the part of such Owner, subject to the terms of this Declaration,

the Articles, the Bylaws, and the rules and regulations from time to time promulgated by the Association. Membership in the Association ("**Membership**") shall be appurtenant to and shall run with the Property interest which qualifies the Owner for Membership, and may not be separated from the interest of such Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, that a Member's voting rights, as herein described, or privileges in the Common Areas, or both, may be regulated or suspended as provided in this Declaration, the Bylaws, and/or the rules and regulations promulgated thereunder. Persons or entities shall be Members by reason of ownership of land dedicated and accepted by the local public authority and devoted to public use or Common Areas and such land shall be owned subject to all of the terms and provisions of this Declaration except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such land, and (ii) such non-voting Members shall not be required to pay any assessments other than special individual assessments as described and authorized in this Declaration. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

5.03 Transfer. Membership may not be severed from ownership of any portion of the Property nor may Membership in any way be transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a Lot, or to a tract or parcel of real estate out of or a part of the Property, shall automatically operate to transfer Membership to the new Owner thereof.

5.04 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted on by the Owners pursuant to this Declaration shall be calculated as follows:

(A) The Owner (excluding Declarant) of each Lot within the Property shall have one vote for each Lot so owned.

(B) For every Lot owned by Declarant, Declarant shall have twelve (12) votes for each of Declarant's Lots until the Declarant shall no longer own a Lot or Lots. If the Property is supplemented pursuant to Section 2.02, Declarant shall have twelve (12) votes for each such Lot, including each Lot that is ever added to the Property in this Declaration according to the provisions of Section 2.02. Further, in the event that the current and future plats of the Property create more or fewer Lots than contemplated, Declarant shall have twelve (12) votes for each Lot owned by Declarant from and after the dates such Lots are added to the Declaration until Declarant sells said Lots to a party other than an assignee of Declarant rights. Also, should Declarant add property to this Declaration pursuant to Section 2.02, Declarant shall always have twelve (12) votes for each Lot owned by Declarant, whether or not all other Lots owned by Declarant at the time property is added pursuant to Section 2.02 were previously sold before said property is added. Notwithstanding anything to the contrary in the Restrictions, if at any time prior to December 31, 2007, Declarant shall have sold all its Lots in the Property, but still contemplates adding additional lots pursuant to Section 2.02, Declarant shall retain all rights of Declarant set forth in the Restrictions. Declarant shall not lose its Declarant status except pursuant to Section 9.05 or Section 9.08.

For all purposes, the voting required pursuant to the Bylaws shall be the vote of all Owners, including Declarant to obtain the majority (or other specified fraction or percentage required by the Bylaws or this Declaration) of the total eligible votes of the Association, or if no Association is then formed, the total eligible votes calculated upon the number of Lots owned within the Property as it may be amended from time to time. Suspension of voting rights and other matters dealing with voting not expressly provided for in this Declaration shall be governed by the Bylaws. Declarant shall continue to retain the rights and duties of Declarant set forth in this Declaration until Declarant transfers its rights and duties (if ever) to the Association; so that, even if Declarant shall no longer maintain voting control over the Association, such power shall not limit or preclude Declarant from having the right to exercise all Declarant's powers set forth herein.

5.05 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration, the Bylaws, the Articles, and the laws of the state of Texas. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas, this Declaration, the Articles and/or the Bylaws. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the power and authority (but not the obligation), in its discretion at all times, to enforce the provisions of this Declaration and the Restrictions, to own and/or deal with the Common Areas, to establish and enforce rules and regulations, to suspend the voting rights of any Owners who have failed to pay their Assessments or who have otherwise violated this Declaration or the Restrictions, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas, and to provide such other services and tasks the responsibility for which has been expressly or impliedly delegated to the Association pursuant to this Declaration or the Bylaws. The Association or Declarant is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suits against Declarant, it successors or assigns.

5.06 Right of Entry and Enforcement. Additionally, the Association shall have the power and authority to enter at any time in an emergency, without prior notice, or in a nonemergency, after twenty-four (24) hours' written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association (or Declarant, as the case may be) in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special Assessments. The Association or Declarant shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions.

5.07 Duties of Association.

(A) Subject to and in accordance with this Declaration, the Association acting through the Board, shall have the following duties:

(1) To operate and maintain all Common Areas (and, if the Association so elects, to accept and own any Common Areas which may be conveyed or leased to it by Declarant or others), together with all Improvements of whatever kind and for whatever purpose which

may be located in said areas; and to accept, own, operate and maintain all other Property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, Improvements, and other Association Property owned by or leased to the Association.

(2) To pay all real and personal Property taxes and other taxes and assessments levied upon or with respect to any Property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(3) To execute Mortgages, both construction and permanent, for construction of facilities, including Improvements on Property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such Mortgages or by assuming such Mortgages. Financing may be effected through conventional Mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The Mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such Mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, Assessments of the Members of the Association, or otherwise, or any combination thereof, as the case may be, but subject to the limitations imposed by this Declaration.

(B) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.05 of this Declaration, the Association, acting through the Board, and/or the Declarant (at Declarant's sole option) shall have the power and authority (but not the obligation):

(1) To grant and convey to any Person or entity any real Property and/or other interest therein, including fee title, leasehold estate, easements, licenses, franchises and other rights, rights-of-way, or Mortgages out of, in, on, over, or under any Association Property, which in the Board's opinion are necessary or proper for the purpose of constructing, erecting, operating or maintaining the following:

(a) Parks, parkways or other recreations facilities or structures;
(b) Roads, streets, walks, driveways, trails and paths;
(c) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
(d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines;
(e) Video services, cable television services, security services, communication services and other similar services over the Common Areas; and/or
(f) Any similar public, quasi-public or private improvements or facilities.

(2) To obtain, for the benefit of the Common Areas all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board shall be necessary or proper.

Nothing above contained, however, shall be construed to permit use or occupancy of an Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration. In addition, Declarant shall have the powers set forth in this subsection (B) with respect to all of the Lots or Property owned by Declarant without necessity of obtaining consent of the Architectural Committee, the Board or the Association or any other Owner.

(C) Indemnification. The Association (but not the Declarant) shall indemnify any Person who was or is party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *no lo contendere* or its equivalent, shall not of itself create a presumption that the Person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VI.
ARCHITECTURAL COMMITTEE AND NONLIABILITY

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("**Voting Members**") and such additional nonvoting members serving in an advisory capacity ("**Advisory Members**") as the Declarant deems appropriate. Members of the Architectural Committee need not be Members of the Association or own Lots. The following Persons are hereby designated as the initial Voting Members of the Architectural Committee: Emil P. Stewart, Gary J. Baker, and Deborra L. Baker.

6.02 Action by Architectural Committee. Items or matters presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

6.05 Declarant's Rights of Appointment. Declarant, and its successors or assigns, shall have the right to appoint and remove all members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. If Declarant ever delegates its right to appoint members to the Architectural Committee, the Board shall have the right to appoint and remove all members of the Architectural Committee. At such time as Declarant no longer owns any Lot in the Property and if Declarant has not already delegated this right to appoint the members of the Architectural Committee to the Board, the Board shall have the right to elect or remove any and all members of the Architectural Committee by executing a written instrument to be filed of record in the county in which the Property is situated, designating such elected members, terminated members and their addresses.

6.06 Adoption of Rules. The Architectural Committee may (but shall not be required to) adopt such procedural and substantive rules, not in conflict with this Declaration (collectively, the "**Architectural Committee Rules**"), as it may deem necessary or proper for the performance of its duties, including but not limited to, a housing code, fencing standards, contents, form and submission procedures for Plans and Specifications, and other similar codes and standards as it may deem necessary and desirable. The Architectural Committee Rules adopted pursuant to this Section 6.06 shall have the same force and effect as the Association's other rules and regulations and this Declaration and are to be enforced by the Board in the name of the Association.

6.07 Review of Proposed Construction. Prior to submitting Plans and Specifications, each Owner shall submit to the Architectural Committee Preliminary Plans of any planned Improvements for approval (or disapproval) by such Committee. If the Architectural Committee shall fail to respond or disapprove the Preliminary Plans within thirty (30) days after the submission, the Preliminary Plans shall be deemed approved. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Preliminary Plans and Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Plans and Specifications shall be submitted to the Architectural Committee after the Preliminary Plans for said Lot are approved or deemed approved by the Architectural Committee. The Plans and Specifications shall include, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, drainage plans, landscaping and fencing plans, elevations and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to constructing or operating such Improvements. The Architectural Committee shall have the right to require additional types of plans and specifications, in its discretion. Except as otherwise specifically provided herein, at least thirty (30) days prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. If the Architectural Committee shall fail to respond or disapprove the Plans and Specification within thirty (30) days after the submission, the Plans and Specifications shall be deemed approved. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property, the Declarant's development plan and the surrounding area in the opinion of the Architectural Committee. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence, as well as based upon the Architectural Committee's discretion as to whether such Improvements shall be aesthetically pleasing and in harmony with the design planned by the Declarant for the Property, and the decision of the

Architectural Committee shall be final and binding so long as it is made in good faith. Specifically, the fact that the Architectural Committee may have approved or denied a particular installation, condition, activity or item with respect to any particular Lot does not, by itself, constitute grounds for requiring such approval or denial with respect to any other Lot. Each application for Architectural Committee review must be evaluated on its own merits, with the Architectural Committee exercising the broadest discretionary judgment that is consistent with the requirements of the Restrictions. The Architectural Committee shall not be responsible for reviewing any constructed Improvements, nor shall its approval of any Preliminary Plans and/or Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, conformance with building or other codes, safety, or the quality of construction the plans reflect.

6.08 Applications. Any applications for Architectural Committee approval must be accompanied by two (2) sets of Plans and Specifications, together with such renderings, samples, models, and other information as the Architectural Committee reasonably may require. One set of Plans and Specifications shall be reduced in size to 11 x 17 inches. Any application submitted other than by Owner must attach the Owner's written consent to the approval requested. The application must include the Owner's complete, current street address. Any application for installation of any building or other permanent structure must include all Plans and Specifications required by the Architectural Committee, including, but not necessarily limited to, the following plans: (i) landscape plans, pursuant to Section 4.11, (ii) irrigation plans, pursuant to Section 4.11, (iii) drainage and grading plans, (iv) utility plans, (v) plot plans showing location and placement on the Lot of all Improvements, (vi) detailed construction plans with descriptions and samples of materials of all construction of all Improvements, and (vii) exterior lighting plans. If requested, the Architectural Committee may require the preliminary staking of such Improvements and structures according to such plan for Architectural Committee inspection. Any costs of filing and processing an application pursuant to this Article are at the expense of the applicant; and the Association also may impose a reasonable, uniform application fee to defray the Architectural Committee's costs. Any change to any Plans and Specifications previously approved by the Architectural Committee also must be approved by the Architectural Committee as provided in this Article except that the Architectural Committee will expedite, to the extent practical, any such application that is made while construction is in progress. The Architectural Committee in no event is required to act upon any such modified application in less than ten (10) days, however.

6.09 Work in Progress. The Architectural Committee may, at its option, but shall not be required to, inspect all work in progress to insure compliance with approved Plans and Specifications.

6.10 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different Person.

6.11 Nonliability. The Declarant, Architectural Committee, Association, Board, or any Member thereof, shall not be liable to any Owner or to any other Person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's, Declarant's or the Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of the Architectural Committee or its members or the Declarant or Association/Board or its Members, as the case may be. The Architectural Committee or the members thereof, or Declarant or the Association/Board or its Members shall not be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots. In addition, Neither Declarant, the Architectural Committee, nor the Association, nor the officers, directors, Members, employees and agents of any of them, shall be liable in damages to anyone submitting Plans and Specifications for

approval, or to any Owner of Property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans or Specifications. Every Person who submits Plans and Specifications, and every Owner of any of said Property, agrees by such submission that he will not bring any action or suit against Declarant, the Architectural Committee, the Association, or the officers, directors, Members, employees and agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to the claims, demands and causes of action not known at the time the release is given. Declarant, Architectural Committee and the Association (and their agents, employees, and partners) shall not be required to compensate any Members for any losses or expenses relating to the actions of Declarant, the Association and the Architectural Committee.

6.12 Address. Two (2) sets of Preliminary Plans and Plans and Specifications shall be submitted to the Architectural Committee at 513 Straus Road, Suite A, Cedar Hill, Texas 75104, or such other address as may be designated by Declarant from time to time.

6.13 Variances. Upon submission of a written request for same, the Architectural Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the Restrictions or Rules which may be promulgated in the future. 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. Written requests for variances shall be deemed to be disapproved if the Architectural Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Architectural Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Committee's right to strictly enforce the Restrictions.

ARTICLE VII.
FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots except as hereafter provided in this paragraph. Notwithstanding anything set forth in the preceding sentence or in this Declaration, Declarant shall have the option at Declarant's discretion of either: (i) paying one-half (½) of the regular Assessment with respect to each Lot owned by Declarant from time to time, the same as any other Owner or (ii) paying the difference between the actual expenses incurred by the Association for a particular calendar year over the total amount of regular Assessments levied by the Association as to all other Lots (i.e. Lots not owned by Declarant) during such year. In addition, Common Areas shall be exempt from any Assessments.

(B) Whereas, the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated upon any transfer of title to a Lot as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date of transfer. The Association shall use its reasonable efforts to determine the regular Assessment for the year by December 1, of the year prior

to the year when the Assessment is due. Assessments are to be paid in advance. The Board shall establish the regular Assessment for each calendar year based upon a proforma operating statement or estimate by it for such calendar year which in turn shall be based, among other things, upon an estimate of the total expenses likely to be incurred by the Association during such calendar year, taking into account the previous operating history of and any surplus funds (not including reserves) held by the Association. Upon request, the Association shall provide such proforma budget to any Owner. The total amount of the Association's estimated expenses shall be divided by the total number of Lots within the Property in order to determine the amount of the Assessment for each Lot for such calendar year; it being expressly provided, however, that in the case of the common Ownership of a platted Lot, the same shall be deemed for Assessment purposes to be a single Lot. The Association shall provide written notice to each Owner of the amount of the regular Assessment established, made, levied and imposed for the next succeeding year and the dates upon which installments (if any) for the same shall be due and payable along with a statement to Declarant of its right to pay one-half (½) of said Assessment so long as the terms of this Declaration so provide. If no installment plan is provided by the Board in said notice to Owners, all regular assessments are due on or before January 30 of the year for which the Assessment is due. Unless otherwise determined by the Board of the Association, regular Assessments shall commence as to all Lots on the first day of the month following the first conveyance of a Lot by Declarant to any third party Owner. In the event that the Association shall determine during any calendar year that the regular Assessment established for such calendar year is or will become inadequate or insufficient to meet all expenses for the Association for such calendar year, for whatever reason, the Association shall be entitled to immediately determine the amount of the deficiency of the regular Assessment for such fiscal year, issue a supplemental estimate of common expenses to all Members of the Association, and within thirty (30) days thereafter, establish, make, levy, impose, enforce and collect a supplemental or revised regular Assessment for such calendar year.

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall be secured by a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration.

7.03 Regular Annual Assessments. The Board shall estimate the expenses to be incurred by the Association during each year in performing its functions under the Restrictions, including but not limited to the cost of all roadway, median strip and right-of-way maintenance, the costs of landscaping, owning (to the extent the Association owns any Common Areas), operating and financing the Common Areas, the costs of administering the Association and performing all of its duties thereunder, costs of ad valorem taxes due against any Common Areas or Improvements owned by the Association, insurance premiums, expenses of managers and other employees, the costs of enforcing the Restrictions, costs of accounting, legal and other professional assistance to the Association, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy Special Assessments (herein so called) whenever in the Board's opinion such Special

Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions. The amounts of any Special Assessments shall be at the reasonable discretion of the Board, but shall be approved by Members holding fifty-one percent (51%) of the eligible votes in the Association. Once Special Assessments are assessed by the Board, the Association shall provide written notice to each Owner of the amount of the Special Assessment established, made, levied and imposed by the Association (and as approved by the appropriate vote of the Members) along with the date upon which installments (if any) shall be due and payable to the Association.

7.05 [Intentionally Omitted]

7.06 Individual Lot Assessments. In addition to any other Assessments for which provisions are made in this Declaration, the Board shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an Assessment (the **"Individual Lot Assessment"**) for:

(A) Costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within fourteen (14) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or noncompliance;

(B) Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

(C) Costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner within ten (10) days of notice in advance of the Association's furnishing or providing the same such that upon such Owner's acceptance of any such labor, services or materials such Owner shall be deemed to have agreed that the costs and expenses associated therewith shall be made, levied, imposed, collected and enforced as an Individual Lot Assessment against such particular Owner and his particular Lot; and

(D) reasonable overhead expenses of the Association associated with any Individual Lot Assessment, established, made, levied, imposed, collected and enforced pursuant to this Section 7.06.

7.07 Owner's Personal Obligation for Payment of Assessments. The regular and Special Assessments, Fines and Individual Lot Assessment (collectively the **"Assessments"**) provided for herein shall be the personal and individual debt of the Owner of the Lot covered by same. Except as otherwise provided in Section 7.01(A) hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessments, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the date thereof, (or if there is no such highest rate, then at the rate of eighteen percent [18%] per annum) together with all costs and expenses of collection, including reasonable attorneys' fees.

7.08 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 7.07 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such

sums that are due, which shall bind such Lot in the hands of the Owner and such Owner's heirs, devisees, personal representatives, successors or assigns. By purchasing a Lot, each Owner accepts such Lot subject to the liens rights and powers granted by the Restrictions. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first Mortgage lien or first deed of trust lien of record, securing sums borrowed for the acquisition of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. The Board may prepare a written notice of lien or charge setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of the county in which the Property is situated. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the nonjudicial foreclosure of the defaulting Owner's Lot by the Association in a like manner as a mortgage on real Property pursuant to Section 51.002 of the Texas Property Code, as amended from time to time, subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the Property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall use reasonable efforts to report to said Mortgagee any unpaid Assessments remaining unpaid for longer than fourteen (14) days after the same are due.

7.09 Certificate of Assessments Due. The Association shall, upon the request of an Owner or any other interested party, furnish a certificate executed by its President, Vice President, Secretary, Treasurer or any other officer thereunto duly authorized, setting forth whether Assessments payable with respect to a particular Lot have been paid, the amount of the delinquency, if any, and the amounts of any outstanding and unpaid interest, late charges, penalties, costs of collection, including attorney's fees and court costs, if any, associated with any such delinquent Assessments. A properly executed certificate of the Association as to the status of Assessments, as aforesaid, shall be binding upon the Association as conclusive evidence of the status of the payment of any Assessment therein stated to have been paid or to be delinquent as of the date of the issuance of such certificate. The Association shall be entitled to charge and collect a reasonable fee for and as a condition precedent to the issuance of any such certificate not to exceed Twenty-five and No/100 Dollars ($25.00).

7.10 No Defenses or Offsets. All Assessments shall be payable in full and at the times due. No defenses or offsets against the payment of such amount shall be permitted for any reason whatsoever, including, without limitation, any claim by an Owner that (i) the Association is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in this Declaration or its Bylaws; (ii) an Owner and his family has made or elected to make no use of the Common Areas; (iii) the Owner and his family have otherwise waived or attempted to waive their Membership in the Association; or (iv) the Association has suspended the right, privilege and easement of such Owner and his family to use the Common Areas as provided in the Rules.

7.11 Fines. The Association, acting through its Board, shall have the right at any time and from time to time to establish, impose and collect fines ("**Fines**") which accumulate on a daily basis. The Fines may be imposed in the discretion of the Board against Owners who or which are in violation of any provision of this Declaration. Once Fines are imposed upon any Owner by written notice to the Owner at its last known address on the books and records of the Association, all such Fines shall also be secured by a lien on the violating Owner's Lot as set forth above in Section 7.08.

ARTICLE VIII.
EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as is fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way covering the Property for the purpose of most efficiently and economically developing the Property. Further, Declarant hereby creates, declares, grants and reserves for the benefit of Declarant, Tarrant County, the City, the Association and all Owners and any public or private providers of utility services to the subject Property and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon the Common Areas and all utility easements and other easement areas shown on the plats of the Property, as hereafter amended, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time deemed necessary or appropriate by Declarant for development of the Property. Further, Declarant reserves the right, and all Owners agree to cooperate to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone, sanitary, sewer and drainage), in favor of any Person or entity across any Lot or on any portion of the Property as is necessary or efficient to supply all utilities to all Lots.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, repairing, and maintaining the Common Areas and for installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity, sanitary sewer, drainage areas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide and hereby grants easements for drainage and water flow across such Owners Lot benefitting Declarant and all Owners, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers and for paving of driveways, unless otherwise specifically prohibited by the plat or any other recorded easement. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation or driveways as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE IX.
MISCELLANEOUS

9.01 Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2017. After December 31, 2017, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least eighty percent (80%) of all eligible votes within the Property, then subject to this Declaration filed of record in the real property records of the county in which the Property is situated.

9.02 Amendment.

(A) By Declarant. This Declaration may be amended by the Declarant, acting alone and whether or not Declarant has voting control of the Association, until December 31, 2007. Thereafter Declarant, acting alone, may amend this Declaration for so long as Declarant holds sixty percent (60%) of the eligible votes of the Association. No amendment by Declarant after December 31, 2007, shall be effective until there has been recorded in the real property records of the county in which the Property is located, an instrument executed and acknowledged by the President and Secretary of the Association certifying that the Declarant had the requisite sixty percent (60%) of the eligible votes of the Association; it being understood that no such acknowledged instrument shall be required for amendment of this Declaration by Declarant prior to December 31, 2007;

(B) By Owners. In addition to the method in Section 9.02 (A), after December 31, 2007, this Declaration may be amended by the recording in the real property records of the county in which the Property is situated an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of eligible votes entitled to be cast in the Association.

9.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the development of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.04 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.05 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may in a writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other Person or entity and may permit the participation, in whole or in part, by any other Person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of

Declarant's rights, the Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

9.06 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. In addition, any Improvement not designed and constructed in accordance with Plans and Specifications approved by the Architectural Committee shall conclusively be deemed in violation of this Declaration and shall be removed or corrected by the Owner to the satisfaction of the Architectural Committee. In addition to any other remedy provided for in this Declaration, the Declarant may bring suit to enjoin the commencement or continuance of construction of any Improvement for which the Architectural Committee has not approved Plans and Specifications or if such Improvements are not in accordance with previously approved Plans and Specifications.

(B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Board shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.07 Construction.

(A) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or Articles hereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity or any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

9.08 Declarant Not Liable. Except as provided in Section 9.06, effective as of the date Declarant conveys all of its rights, title and interest in and to the Property and no longer holds any interest in and to the Property or any Property thereafter added or contemplated to be added pursuant to Section 2.02 and 5.04(B), Declarant shall be deemed to have assigned all its rights, benefits and obligations as Declarant hereunder to the Association. Declarant shall evidence its intent to add property to the Restrictions pursuant to Section 2.02 and 5.04 in writing upon any request to do so by the Association. Declarant shall then be relieved of the performance of any further duty or obligation hereunder, and the Association and its Board shall then be obligated to perform all such duties and obligations of the Declarant without the necessity of any further writing or assignment of such rights and obligations by the Declarant. During the term of the Restrictions and thereafter, neither Declarant nor the officers, directors, Members, employees and agents of it shall be liable for damages or otherwise to any Owner of any Property relying on these restrictions for reason of their

unenforceability or by reason of Declarant's enforcement or nonenforcement thereof. **IN ADDITION, DURING THE TERM OF THE RESTRICTIONS AND THEREAFTER, EACH OWNER AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF IT, TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST DECLARANT AND/OR SUCH OFFICERS, DIRECTORS, MEMBERS EMPLOYEES AND AGENTS ARISING OUT OF OR IN CONNECTION WITH ANY DECISION, ACTION JUDGMENT, NEGLIGENCE, ENFORCEMENT ACTION OR ANY OTHER ACT OR OMISSION BY DECLARANT IN CONNECTION WITH THE ENFORCEMENT (OR LACK THEREOF) OF THE RESTRICTIONS.**

9.09 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. If no such notice is given, the common address of any Lot may be utilized for notice purposes. Such address may be changed from time to time by notice in writing given by such Person to and actually received by the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 17th day of December, 1997.

Declarant:

THE ESTATES OF EAGLE MOUNTAIN, LTD.,
a Texas limited partnership

By: Desoto Wildwood Development, Inc.,
a Texas corporation

By: _____
Gary J. Baker, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of December, 1997, by Gary J. Baker, President of Desoto Wildwood Development, Inc., a Texas corporation, as general partner of The Estates of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said limited corporation and partnership.

LINDA S. MARTIN
Notary Public
State of Texas
Comm. Expires 5-25-2001

_____
Notary Public, State of Texas

EXHIBIT "A"

STATE OF TEXAS :

COUNTY OF TARRANT :

KNOW ALL PERSONS BY THESE PRESENT THAT, I, Gary Baker, General Partner for THE ESTATES OF EAGLE MOUNTAIN, LTD., being the owner of the following property to wit:

DESCRIPTION OF PROPERTY

BEING part of a tract of land, out of the D. C. PACE SURVEY, Abstract No. 1245, the G. S. RALL SURVEY, Abstract No. 1985, the B. B. B. & C. R. R. COMPANY SURVEY, Abstract No. 221, W. M. ROBINSON SURVEY, Abstract No. 1310, and the T. FREEMAN SURVEY, Abstract No. 546, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for a corner at a southwest corner of a 1.473 acre tract of land deeded to LAKE COUNTRY RESIDENTIAL #2 J. V., VOL. 9560, PG. 173;

Thence N 83 deg 19' 36" E a distance of 356.12 feet to a point for a corner, said point being in the west right-of-way of Lake Country Drive and at the point of curve of a nontangent curve to the left having a radius of 1392.62' feet, a central angle of 09 deg 20' 42", and a chord bearing of N 10 deg 07'39" W;

Thence along said curve to the left and along said west line of Lake Country Drive an arc distance of 227.14 feet to a point for a corner;

Thence N 75 deg 12' 00" E a distance 80.01 feet to a point on the east right-of-way line of Lake Country Drive and at the point of curve of a curve to the right having a radius of 1472.62 feet and a central angle of 09 deg 20' 42", and a chord bearing of S 10 deg 07'39" E;

Thence along said curve to the right and along said east line an arc distance of 240.19 feet to the point of tangency;

Thence S 05 deg 27' 18" E continuing along said east line a distance of 466.34 feet to a point for a corner;

Thence S 84 deg 32' 42" W departing said east line a distance of 40.00 feet to a point for a corner, said point being in the centerline of proposed Lake Country Drive;

Thence S 05 deg 27' 18" E along said center line a distance of 534.32 feet to a point for a corner;

Thence S 84 deg 32' 42" W departing said center line a distance of 40.00 feet to a point for a corner, said point being in the west line of proposed Lake Country Drive;

Thence S 64 deg 14' 25" W departing said west line a distance of 1064.24 feet to point for a corner;

Thence N 25 deg 45' 35" W a distance of 770.00' feet to a point for a corner, said point being in the east right-of-way of Minette Road and being the point of curve of a non-tangent curve to the left having a central central angle of 22 deg 22'12", a radius of 398.74 feet, and a chord bearing of N 14 deg 34'31" E;

Thence along said curve to the left and along said east line of Minette Road an arc distance of 155.68 feet to a point of tangency;

EXHIBIT "A" *(continued)*

Thence N 25 deg 45' 35" W continuing along said east line a distance of 33.00 feet to a point for a corner;

Thence N 64 deg 14' 25" E departing said east line a distance of 150.00 feet to a point for a corner, said point being at the beginning of a nontangent curve to the right having a central angle of 106 deg 15'37", a radius of 50.00 feet, and a chord bearing of N 64 deg 14'25" E;

Thence along said curve to the right an arc distance of 92.73 feet to a point for a corner;

Thence N 64 deg 14' 25" E a distance of 60.73' feet to a point for a corner;

Thence N 25 deg 45' 35" W a distance of 150.00 feet to a point for a corner;

Thence N 64 deg 14' 25" E a distance of 80.00' feet to a point for a corner;

Thence N 25 deg 45' 35" W a distance of 150.00 feet to a point for a corner;

Thence S 64 deg 14' 25" W a distance of 140.73' feet to a point of curve of a nontangent curve to the right having a radius of 50.00' feet, a central angle of 286 deg 15' 37", and a chord bearing of N 25 deg 45'35" W;

Thence along said curve to the right an arc length of 249.81' feet to a point for a corner;

Thence N 64 deg 14' 25" E a distance of 45.00' feet to a point for a corner;

Thence N 25 deg 45' 35" W a distance of 201.91' feet to a point for a corner, said point being along the shoreline of Eagle Mountain Lake;

Thence N 69 deg 20'58" E along said shoreline a distance of 45.79' feet to a point for a corner;

Thence along the meanders of said shoreline the following courses:

N 59 deg 55' 00" E	81.81 feet
N 69 deg 21' 00" E	48.71 feet
N 45 deg 30' 00" E	123.32 feet
N 40 deg 21' 00" E	61.71 feet
N 76 deg 53' 00" E	88.21 feet
N 71 deg 09' 00" E	94.32 feet
S 85 deg 11' 00" E	102.82 feet
S 78 deg 01' 00" E	91.31 feet
S 65 deg 35' 00" E	58.21 feet
S 75 deg 21' 14" E	62.42 feet
S 55 deg 42' 34" E	11.17 feet
S 26 deg 05' 11" E	8.05 feet
S 18 deg 03' 20" W	16.32 feet
S 10 deg 11' 20" E	32.09 feet
S 19 deg 14' 23" E	17.67 feet
S 43 deg 27' 43" E	11.24 feet
S 38 deg 50' 35" E	5.67 feet
S 18 deg 04' 34" W	17.40 feet

Thence S 30 deg 49' 59" E a distance of 219.78 feet to the Point of Beginning and Containing 39.578 acres of land more or less.

EXHIBIT "B"

[LOTS SUBJECT TO 2,200 SQUARE FOOT MINIMUM DWELLING SIZE]

Lots 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, [illegible] BLOCK A

EXHIBIT "C"

[LOTS SUBJECT TO 3,000 SQUARE FOOT MINIMUM DWELLING SIZE]

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 BLOCK A

D197233826
THE ESTATES OF EAGLE MTN
513 STRAUSS RD
CEDAR HILL TX 75104

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

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

T O: THE ESTATES OF EAGLE MTN

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
198067813	DR91	T021063	12/19/97	11:46

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D197233826	WD	971219	11:46	CK 242

T O T A L : DOCUMENTS: 01 F E E S: 73.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.