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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE RANCH**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE RANCH**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, The Estates of Eagle Mountain, Ltd., a Texas limited partnership (hereinafter called "Declarant"), is the owner of all of the real property in Tarrant County, Texas described on Exhibit "A" attached hereto (collectively, the "Property"); and

WHEREAS, Declarant desires to subject the Property 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, subject to the provisions hereof permitting this Declaration to be amended whereby such plan would be modified;

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the Property (as same is defined herein and may hereafter be supplemented pursuant to Section 2.02 hereof or reduced pursuant to Section 2.03 hereof) shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration (as this Declaration may be supplemented by Supplemental Declarations hereafter recorded), which shall run with the Property and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and 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 such covenants, conditions, restrictions and easements, of whether or not the same are set out or referred to in any such 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 Control Committee. "Architectural Control Committee" shall mean the committee created pursuant to Article VII of this Declaration.

1.02 Architectural Control Committee Rules. "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee, as amended from time to time, as more fully described in Section 7.07 of this Declaration.

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

1.04 Assessment. "Assessment" shall mean a Regular Assessment imposed pursuant to Section 8.03 hereof, a Special Assessment imposed pursuant to Section 8.04 hereof, an Individual Lot Assessment imposed pursuant to Section 8.05 hereof, or a Fine imposed pursuant to Section 8.10 hereof.

1.05 Association. "Association" shall mean E R Property Owners Association, Inc., a Texas non-profit corporation.

1.06 Association Rules. "Association Rules" shall mean the rules and regulations related to the Property and its use and maintenance adopted by the Board of Directors from time to time.

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

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

1.09 Commercial Improvements. "Commercial Improvements" shall mean any Improvements on Commercial Lot which are designed and intended for use for any commercial purpose not prohibited by law, zoning, this Declaration or any restrictive covenants recorded against such Lot, including, by way of example only, office buildings, office towers, retail shopping centers, and restaurants including fast food restaurants. Multi-family housing developments providing units for rent or sale shall be deemed to be "Commercial Improvements" except with respect to the provisions of Article VIII hereof and other provisions hereof which expressly distinguish between Commercial Subdivisions and Multi-Family Subdivisions.

1.10 Commercial Lot. "Commercial Lot" shall mean a separate building site within a Commercial Subdivision, and shall include any Commercial Improvements from time to time constructed, erected, placed, installed or located thereon.

1.11 Commercial Subdivision. "Commercial Subdivision" shall mean a Subdivision developed solely for Commercial Improvements.

1.12 Common Elements. "Common Elements" shall mean all land and Improvements 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 Elements" for construction, installation, maintenance and operation; including, but not limited to, common areas, picnic areas, open space (natural or landscaped), easements, signage, fencing and walls common to the Property, playground equipment, biking and hiking trails, rights-of-way, parkways, median strips, lighting, landscaping, and irrigation/sprinkling systems within the Property. Common Elements shall be owned and maintained by the Association as provided in this Declaration. Common Elements shall specifically include but not be limited to:

(a) Those areas within the Property which have been or in the future are conveyed to the Association or on which the Association obtains an easement, and sign, drainage, landscaping and utility easements now or hereafter designated as Common Elements by Declarant;

(b) Roads, streets, open-space areas, and sidewalks, medians, utility lines and drainage facilities which serve more than one Lot and which are designated as Common Elements by Declarant and

which are not dedicated to and accepted by governmental authority for maintenance or otherwise specifically accepted for maintenance by the Owner(s) of one or more Lots;

(c) General signage, landscaped areas and landscaped materials located on land owned by the Association;

(d) Detention ponds designated by Declarant, whether or not the Association owns the land thereunder;

(e) Irrigation equipment, water irrigation lines and sprinklers now or hereafter designated as Common Elements by Declarant or installed within any Common Elements (including but not limited to easements which are Common Elements), but not including any public water lines dedicated to any governmental authority;

(f) Any other landscaped areas now or hereafter designated as Common Elements by Declarant;

(g) Signs owned by the Association and common signage for the Property which are designated as Common Elements by Declarant;

(h) Lighting, irrigation, landscaping and erosion control systems, mechanisms and materials, including, but not limited to, retaining walls, vegetation, rock "rip-rap," or slope stabilization materials installed within any areas now or hereafter designated as Common Elements or by Declarant; and

(i) Fencing, located on Common Elements, designated as Common Elements by Declarant.

1.13 **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 any of the rights of Declarant hereunder.

1.14 **Declarant Control Period.** "Declarant Control Period" shall mean the period of time commencing on the date of recording of this Declaration and ending upon the earliest to occur of:

(a) December 31, 2014;

(b) The date that Declarant records a Supplemental Declaration terminating the Declarant Control Period; or

(c) Sixty (60) days after the date that Declarant no longer owns any portion of the Property.

Notwithstanding the termination of the Declarant Control Period, Declarant shall continue to have the rights and obligations of Declarant as stated herein except only for those rights and obligations which by the terms hereof terminate with the termination of the Declarant Control Period.

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

1.16 Fine. "Fine" shall have the meaning stated in Section 8.10 hereof.

1.17 Improvements. "Improvements" shall mean every structure on the Property and all appurtenances thereto of every type and kind, including, but not limited to, Commercial Improvements, Single Family Units, buildings, outbuildings, storage sheds, gazebos, patios, driveways, walkways and paved areas, picnic areas, hiking and biking trails, 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.

1.18 Individual Lot Assessment. "Individual Lot Assessment" shall have the meaning stated in Section 8.05 hereof.

1.19 Lot. "Lot" shall mean a Single Family Residential Lot or a Commercial Lot, or both, as applicable in the context.

1.20 Member, Membership. "Member" shall mean any person or entity holding membership rights in the Association, and "Membership" shall have a corresponding meaning.

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

1.22 Mortgagee. "Mortgagee" shall mean the holder of any Mortgage.

1.23 Multi-Family Subdivision. "Multi-Family Subdivision" shall mean a Subdivision developed for a multi-family housing development providing units for rent or sale, and shall include any Subdivision containing apartments, condominiums or townhouses.

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

1.25 Person. "Person" shall mean any individual or entity having the legal right to hold title to real property.

1.26 Preliminary Plans. "Preliminary Plans" shall mean the preliminary plans required by the Architectural Control Committee pursuant to Section 7.08 hereof prior to the creation of working (construction) drawings. Preliminary Plans shall include the submitter's name, address, and telephone number; and a site (plot) plan with legal description and street address, north arrow, building setback lines at all sides, and sketch elevation at scale of 1/8 inch = 1 foot or 1/4 inch = 1 foot. If Preliminary Plans are for a Single

Family Unit, the plans must show all rooms, the garage, and the number of vehicles to be garaged. If Preliminary Plans are for Commercial Improvements, the plans must show the appearance, location and height of the building, and parking and landscaping areas. 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.

1.27 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, as more fully described in Section 7.08 hereof.

1.28 Property. "Property" shall mean the real Property described on Exhibit "A" attached hereto, together with any land added to this Declaration pursuant to Section 2.02 hereof, less any land withdrawn from this Declaration pursuant to Section 2.03 hereof.

1.29 Regular Assessment. "Regular Assessment" shall have the meaning set forth in Section 8.03 hereof.

1.30 Single Family Residential Lot. "Single Family Residential Lot" shall mean a separate building site within a Single Family Residential Subdivision, and shall include any Improvements from time to time constructed, erected, placed, installed or located thereon.

1.31 Single Family Residential Subdivision. "Single Family Residential Subdivision" shall mean a Subdivision developed solely for the construction of Single Family Units.

1.32 Single Family Unit. "Single Family Unit" shall mean a separate dwelling on a Lot designed and intended for occupancy and use as a residence by one Person, a single family, or Persons maintaining a common household.

1.33 Special Assessment. "Special Assessment" shall have the meaning stated in Section 8.04 hereof.

1.34 Subdivision. "Subdivision" shall mean and refer to each phase or part of the Eagle Ranch development (as the subdivision may be hereafter renamed by Declarant), as reflected by recorded plat, to the extent the same is a part of the Property.

1.35 Supplemental Declaration. "Supplemental Declaration" shall mean any supplement to, or amendment of, this Declaration recorded prior to the end of the Declarant Control Period by Declarant, or recorded after the end of the Declarant Control Period in accordance with Section 10.02 hereof.

ARTICLE II THE PROPERTY

2.01 General. Declarant may, at its option, add land to this Declaration, withdraw land from this Declaration, subdivide or combine Lots owned by Declarant, develop some or all of the Property, add restrictions to Subdivisions made a part of the Property, and/or sell all or any of the Property free of the restrictions set forth in this Declaration, all as provided in this Declaration.

IT IS INTENDED THAT SUBDIVISIONS OF PORTIONS OF THE PROPERTY WILL BE PLATTED IN THE FUTURE, AND THAT COVENANTS, CONDITIONS AND RESTRICTIONS WILL BE IMPOSED ON SUCH SUBDIVISIONS, FROM TIME TO TIME, AT THE ELECTION OF DECLARANT. ANY RESTRICTIONS ADDED TO SUBDIVISIONS MAY BE LESS RESTRICTIVE, OR MORE RESTRICTIVE, THAN THOSE STATED IN THIS DECLARATION. COMMERCIAL SUBDIVISIONS OF THE PROPERTY MAY HAVE ANY USES NOT PROHIBITED BY ZONING, STATUTE, ORDINANCE, REGULATIONS, AND NOT PROHIBITED BY THIS DECLARATION (UNLESS WAIVER THEREOF IS OBTAINED IN ACCORDANCE HEREWITH).

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 during the Declarant Control Period, in its sole and absolute discretion, and without notice to or the approval of any Person, to impose this Declaration or a similar Declaration upon additional land adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time during the Declarant Control Period, and whether or not any portion (but not all) of the land then subject to this Declaration shall have been sold by Declarant, add any other land to the Property by recording a Supplemental Declaration for that purpose, and upon such recording, 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 land originally covered by this Declaration, unless such Supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of the added land or Declarant's development plans for the added land. In order to add land to the Property hereunder during the Declarant Control Period, 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 hereby reserves to itself and shall hereafter have the right (but not the obligation) at any time and from time to time during the Declarant Control Period, in its sole and absolute discretion, and without notice to or the approval of any Person, to reduce or withdraw land owned by Declarant from the Property, whether or not any land then subject to this Declaration shall have been sold by Declarant, 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 during the Declarant Control Period, Declarant shall be required only to record in the real property records of the county in which the Property is situated 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 no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land, including any plats thereof.

2.04 Declarant's Right to Subdivide and Combine Lots. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves the right during the Declarant Control Period to divide and subdivide and Lot(s) owned by Declarant, to combine Lot(s) owned by Declarant, and to convey an easement or other interest less than the whole in any or Lot(s) owned by Declarant, all without the approval of the Architectural Control Committee or any other Owner. Each Owner, by purchase of a Lot in the Property, appoints Declarant as such Owner's true and lawful attorney-in-fact, coupled with an interest, for such Owner and in such Owner's name to execute all plats, re-plats and documents, and to grant consents, necessary for the subdivision or combination of any Lot(s) owned by Declarant during the Declarant Control Period. 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.

ARTICLE III GENERAL RESTRICTIONS

3.01 General. The Property covered by this Declaration as of the date hereof is the Single Family Residential Subdivisions known, or to be known, as The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III, which are described on Exhibit "A" attached hereto and made a part hereof. No other land is encumbered by, or made subject to, this Declaration as of the date hereof. Declarant has created a conceptual Master Plan ("Master Plan") for a multi-phase development which includes the Property and certain other property, but, as of the date hereof, this Declaration does not include any land other than the Property described on Exhibit "A" attached hereto. Pursuant to the terms of Article II hereof, Declarant may, at its option, add other land to the Property and thereby impose this Declaration upon additional land by recording a Supplemental Declaration for that express purpose, and upon such recording, this Declaration and the covenants, conditions, restrictions and obligations set forth herein, shall apply to the added land, subject to the provisions of Article II hereof. Until any such additional land, whether or not such land is now or hereafter shown, described or depicted in the Master Plan (as it may be hereafter modified) or in any maps, drawings, literature, marketing materials or other information, is made subject to this Declaration by the recording of a Supplemental Declaration, such additional land shall not be included in the Property or otherwise bound by this Declaration and shall not be deemed to be a part of any common plan of development.

EACH PERSON ACQUIRING A LOT OR ANY OTHER LAND THAT IS ENCUMBERED BY THIS DECLARATION AGREES BY SUCH ACQUISITION, AND IS HEREBY NOTIFIED, THAT THIS DECLARATION AND THE COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH HEREIN, ARE NOT BINDING UPON AND DO NOT APPLY TO OR ENCUMBER ANY LAND OTHER THAN THE "PROPERTY," AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, AND ANY OTHER LAND EXPRESSLY MADE SUBJECT HERETO BY THE

RECORDING OF A SUPPLEMENTAL DECLARATION FOR SUCH EXPRESS PURPOSE.

EACH PERSON ACQUIRING A LOT OR ANY OTHER LAND THAT IS ENCUMBERED BY THIS DECLARATION ALSO AGREES BY SUCH ACQUISITION, AND IS HEREBY NOTIFIED, THAT THE MASTER PLAN, AS IT MAY BE HEREAFTER MODIFIED, DEPICTS DECLARANT'S GENERAL IDEA OF THE POSSIBLE BUILD-OUT OF THE PROPERTY AND OF THE POSSIBLE FUTURE EXPANSION OF DEVELOPMENT TO OTHER LAND; HOWEVER, THE MASTER PLAN, AS IT MAY BE HEREAFTER MODIFIED, IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. THE MASTER PLAN, AS IT MAY BE HEREAFTER MODIFIED, IS CONCEPTUAL ONLY, AND MAY NOT ACCURATELY DEPICT THE FUTURE DEVELOPMENT OF THE PROPERTY OR ANY OTHER PROPERTY. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE MASTER PLAN, AS IT MAY BE HEREAFTER MODIFIED, AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL LAND WILL BE ADDED TO THIS DECLARATION, OR THAT THE MASTER PLAN, AS IT MAY BE HEREAFTER MODIFIED, ACCURATELY DEPICTS THE FUTURE DEVELOPMENT OF THE PROPERTY OR ANY ADDITIONAL LAND. THE MASTER PLAN, AS IT MAY BE HEREAFTER MODIFIED, MAY NOT BE RELIED UPON FOR ANY PURPOSE WHATSOEVER UNLESS AND UNTIL THE MASTER PLAN, AS IT MAY BE HEREAFTER MODIFIED, IS EXPRESSLY ADOPTED BY DECLARANT BY A SUPPLEMENTAL DECLARATION EXPRESSLY ADOPTING THE MASTER PLAN AND INCORPORATING THE SAME AS A PART OF THIS DECLARATION, AND SUCH SUPPLEMENTAL DECLARATION IS RECORDED IN THE REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS.

When any portion of the Property is platted as a Single Family Residential Subdivision, such portion shall, upon such platting, be restricted to construction of Single Family Units in accordance with requirements set forth in this Declaration and/or as may be established by Supplemental Declarations amending this Declaration hereafter recorded by Declarant. When any portion of the Property is platted as a Commercial Subdivision, such portion shall, upon such platting, be restricted to construction of Commercial Improvements in accordance with requirements set forth in this Declaration and/or as may be established by Supplemental Declarations amending this Declaration hereafter recorded by Declarant. When any portion of the Property is platted as a Multi-Family Subdivision, such portion shall, upon such platting, be restricted to construction of multi-family residential units in accordance with requirements set forth in this Declaration and/or as may be established by Supplemental Declarations amending this Declaration hereafter recorded by Declarant. Requirements are established in this Declaration for the Single Family Residential Subdivisions known, or to be known, as The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III.

3.02 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 Control Committee.

3.03 Subdividing, Combining. Subject to the provisions of Section 2.04 hereof, no Lot shall be divided or subdivided, nor shall any Lots be combined to form one Lot, nor shall any easements or other interests therein less than the whole be conveyed by the Owner thereof, without the prior written approval of the Architectural Control Committee.

3.04 Signs. Declarant shall be permitted to erect such general informational signs on the Property (including Common Elements) as Declarant shall in its sole discretion determine to be beneficial to the Property; and signage easements shall be deemed automatically granted to Declarant and to the Association for the establishment of, access to, maintenance of, and re-construction of, all such signs. Such signs may be established by Declarant (i) during construction of any Improvements by Declarant, (ii) in connection with the sale of any portion of the Property by Declarant, or (iii) in connection with the construction of Improvements by other Owners when such construction, in the opinion of Declarant, necessitates the addition or modification of signage to coordinate such Improvements with the development of the rest of the Property. Other than as permitted in the foregoing sentences, 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 Control Committee. The Architectural Control Committee may establish criteria and standards for permitted signs on the Property and require Owners to have signs professionally prepared meeting such criteria and standards for use on Lots developed by Owners.

3.05 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 Control 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 Control Committee, and contents thereof disposed of regularly as required by the Association or local authority. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lumber, grass, shrub or tree clippings or piles, trimmed or fallen branches, metals, bulk materials or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures appropriately screened from public view.

3.06 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 Control Committee. In the event that any 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.

3.07 Construction of Improvements. No construction of any Improvement shall commence upon any of the Property, and no site preparation shall be commenced upon any of the Property, without the prior written approval of the Architectural Control Committee.

3.08 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.

3.09 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 the occupants thereof.

3.10 Specific Prohibited Uses. The following uses of the Property or any portion thereof shall not be permitted even if such use is otherwise allowed under applicable statutes, ordinances or regulations, unless waiver for such use is granted by Declarant during the Declarant Control Period, or by the Board of Directors after the Declarant Control Period:

(a) Any "sexually oriented business," as such term is defined in Section 243.002 of the Texas Local Government Code as of the date of this Declaration;

(b) Tattoo parlor;

(c) Auto or truck wrecking; salvage or junk yard; or storage or baling of waste or scrap paper or rags, scrap metals, bottles or junk;

(d) Fat rendering;

(e) Animal slaughtering or stockyard;

(f) Any dangerous or unsafe use including, without limitation, handling, storing or otherwise dealing with explosives; storage in bulk of more than fifty-five (55) gallons gross capacity of any gasoline or flammable liquid except in underground storage tanks properly registered, constructed and maintained in accordance with applicable laws, rules and regulations;

(g) Any use or activity in violation of federal, state or local statutes, rules, regulations or ordinances relating to hazardous substances or wastes or environmental conditions; or which may be unsafe or hazardous to any Person or Property, including, without limitation, the discharge of any firearms or fireworks, and any open fires except within interior fireplaces designed and built according to industry standards and applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult;

(h) Any use which results in or constitutes a nuisance including, without limitation, nuisance resulting from vibration, sound, electro-mechanical disturbances and radiation, air or water pollution, dust or emission of toxic or odorous nontoxic matter;

(i) Oil wells or 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;

(j) Tunnels, mineral excavations, shafts, derricks or similar structures for use in boring for oil, natural gas, minerals or other hydrocarbons;

- (k) Mobile home parks or manufactured housing parks;
- (l) Commercial excavation of building or construction materials on any portion of the Property except in connection with customary construction of Improvements;
- (m) Dumping, disposal, incineration or reduction of garbage, hazardous substances of any type, sewage, offal, dead animals or refuse;
- (n) Smelting or iron, tin, zinc or other ores;
- (o) Cemeteries of any type;
- (p) Prisons, jails, half-way houses, honor farms, labor camps or migrant worker camps;
- (q) Truck terminals or depots; or
- (r) Munitions or related manufacturing or storage of weapons.

3.11 Unightly Articles. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from public streets.

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 such Owner's Lot.

3.13 Maintenance of Lots, 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 any Improvements on a Lot, the Owner thereof shall regularly mow the same and keep it neatly trimmed and free of trash and other unsightly material. Declarant, the Association and the Architectural Control Committee shall each 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 such Lot as provided in Section 6.09 hereof.

3.14 Animals, Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within a 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; provided, however, that nothing herein shall be deemed to prohibit the pasturing of cattle, horses or other animals acceptable to Declarant on any undeveloped portion of the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance. 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 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 areas 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.

3.15 Architectural Control Committee Rules; Governmental Rules. All Improvements on the Property shall be placed, located, erected, constructed, installed and maintained in conformance with Architectural Control Committee Rules, for which provision is made in Section 7.07 of the Declaration, as such Architectural Control Committee Rules may be changed, amended or modified from time to time. All Improvements located, erected, constructed and installed upon the Property shall conform to and comply with all applicable governmental regulations, rules and ordinances. All activities of 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.

3.16 Compliance with Provisions of this Declaration. Each Owner shall comply strictly with the provisions of this Declaration 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 of Directors 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 any of the covenants, conditions, restrictions, terms or provisions of this Declaration. Any Owner acquiring a Lot in reliance on one or more of such covenants, conditions, restrictions, terms or provisions, or in reliance on the Master Plan as in effect from time to time, shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring such Lot, agrees to hold Declarant harmless from any damages resulting from any amendment to or invalidity or unenforceability of this Declaration.

3.17 Determination of Violations. The determination of Declarant during the Declarant Control Period, and the determination of the Board of Directors after the Declarant Control Period, as to whether an actual or proposed activity on or use of any portion of the Property is prohibited by this Declaration shall be conclusive and final as to such activity, use or violation.

3.18 Waiver. Declarant during the Declarant Control Period, and the Board of Directors after the Declarant Control Period, shall have the sole right, in its sole and absolute discretion, to grant any waiver from any activity or use described in this Declaration.

3.19 Procedure for Waiver. Declarant or the Board of Directors, as applicable, shall review and take action on any application submitted for waiver of an activity or use prohibited by this Declaration within thirty (30) days after receipt of such application. Declarant, or the Board of Directors, as applicable shall use reasonable efforts to approve, approve with conditions, or deny approval of, any such application in writing within such period, provided that, if no such statement in writing is made within such period, it shall be deemed that the use for which application has been made has been denied. No waiver shall be valid and effective unless a recorded instrument stating the same, executed by Declarant or the Board of Directors, as applicable, shall be recorded in the real property records of the county in which the Property is situated. No waiver as to a prohibited activity or use granted in a specific instance shall be binding upon Declarant or the Board of Directors with respect to any other instance of such use; a waiver must be obtained for each separate

instance of an activity or use prohibited by this Declaration, and waiver may be granted in one instance and not granted in another instance at the discretion of Declarant or the Board of Directors, as applicable.

ARTICLE IV SPECIFIC RESIDENTIAL RESTRICTIONS

4.01 General. Each Single Family Residential Lot shall be improved and used solely for a Single Family Unit or Common Elements. No Single Family Unit or any structure on a Single Family Residential Lot shall be utilized as a construction office at any time. Except for the use of a room within a residence as an in-house office, which office use is secondary to the residential use on such Single Family Residential 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 such Single Family Residential 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 such Single Family Residential Lot or within or upon the Single Family Unit.

4.02 Model Homes. Notwithstanding anything to the contrary in this Declaration, each builder within a Single Family Residential Subdivision shall have the right to build and maintain on a Single Family Residential Lot owned by the builder within such Subdivision a model home to be maintained by such builder, subject to all other requirements of this Declaration. Each such 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 Single Family Residential Lots owned by such builder in such Subdivision.

4.03 Dwelling Size. Dwelling sizes for The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III shall be limited by the minimum and maximum square footage requirements as set forth in Exhibits "B-1," "B-2" and "B-3" hereto, respectively. Size restrictions for other Single Family Residential Subdivisions shall be stated in Supplemental Declarations recorded by Declarant with respect to such Subdivisions. In all cases, square footage limitations refer to square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports. The Architectural Control Committee, with the approval of Declarant during the Declarant Control Period, shall be permitted to approve deviations in dwelling sizes in instances where, in the judgment of the Architectural Control Committee, such deviation will result in a more beneficial use of the Lot.

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

4.05 Roofs. The roofs of the main body of all Single Family Units and other structures on Single Family Residential Lots shall be pitched. Minimum pitch for roofs in The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III shall be as set forth in Exhibits "B-1," "B-2" and "B-3" hereto, respectively. The pitch of roofs in other Single Family Residential Subdivisions shall be set forth in Supplemental Declarations recorded by Declarant for such Subdivisions or approved by the Architectural Control Committee. All roofs in The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III shall be constructed of materials and colors as set forth in Exhibits "B-1," "B-2" and "B-3" hereto, respectively. All roofs in other Single Family Subdivisions shall be constructed of materials and colors as specified in Supplemental Declarations recorded by Declarant for such Subdivisions or approved by the Architectural Control Committee. 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 Control 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 Single Family Units or Common Elements. 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 public view.

4.06 **Building Materials.** All Single Family Units shall be constructed of recognized standard construction quality. All Single Family Units in The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III shall be constructed of the percentage of stone or masonry or other masonry-type materials as set forth in **Exhibits "B-1," "B-2" and "B-3"** hereto, respectively. All Single Family Units in other Single Family Residential Subdivisions shall be constructed of the percentage of stone or masonry or other masonry-type materials as set forth in Supplemental Declarations recorded by Declarant for such Subdivisions or approved by the Architectural Control Committee. Log homes and geodesic dome homes are prohibited within the Property. All windows and door openings shall be excluded from the masonry requirement.

4.07 **Construction in Place.** All dwellings constructed in Single Family Residential Subdivisions shall be built in place on the Single Family Residential Lot, and the use of prefabricated exterior building materials (except windows and doors) shall be allowed only if so stated in a Supplemental Declaration or approved by the Architectural Control Committee.

4.08 **Location of Improvements Upon a Single Family Residential Lot.** The Architectural Control Committee may establish a building envelope for each Single Family Residential Lot. When such a building envelope is established for a Single Family Residential Lot, no Improvements may be constructed on such Single Family Residential Lot outside of such building envelope. The positioning of all Improvements upon Single Family Residential Lots is hereby expressly made subject to Architectural Control Committee review and approval. Minimum front yard setbacks for Single Family Residential Lots in The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III shall be as set forth on **Exhibits "B-1," "B-2" and "B-3"** hereto. Setback requirements for other Single Family Residential Subdivisions shall be set forth in Supplemental Declarations recorded by Declarant for such Subdivisions. The Architectural Control Committee may consider the effect that Improvements will have on the Property as a whole; it being expressly understood that neither the Architectural Control Committee nor its members shall be liable to any Owner for monetary damages or otherwise due to construction of Improvements within the Property or the creating thereby of an obstruction to the view from any Owner's Lot.

4.09 **Sidewalks and Curb Cuts.** The Owner of each Single Family Residential Lot shall construct and maintain in good repair and condition, or cause to be constructed and so maintained, at such Owner's own expense, a sidewalk, along and adjoining that portion of the perimeter of the Single Family Residential Lot adjacent to any street, which shall be of a design and composition meeting applicable governmental requirements and approved by the Architectural Control Committee. Each sidewalk shall be positioned so that it abuts the curb along all streets adjacent to the Single Family Residential Lot. The width of all sidewalks in The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III shall be as set forth on **Exhibits "B-1," "B-2" and "B-3"** hereto, respectively. Sidewalk widths for other Single

Family Residential Subdivisions shall be as set forth in Supplemental Declarations recorded by Declarant for such Subdivisions or approved by the Architectural Control Committee. The Architectural Control 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 Control Committee, result in preserving certain desirable trees. The transition into the driveway approaches from the sidewalk shall be in accordance with applicable building code requirements or if none are applicable then in accordance with the Architectural Control Committee Rules. Each sidewalk must be completed by the Owner thereof simultaneously with the completion of the dwelling on such Owner's Single Family Residential Lot. All sidewalks shall be constructed of concrete.

4.10 Driveways. The Architectural Control 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 Single Family Residential Lot must be constructed of concrete or other materials approved by the Architectural Control Committee. Location, design and any decorative surface of all driveways must be approved by the Architectural Control Committee. All driveways must be a minimum of ten feet (10') in width. All driveway turnouts and approaches 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 Control Committee.

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

4.12 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 Control Committee. No swimming pools shall be constructed in front or side yards.

4.13 Landscaping and Irrigation Plans. All front yards shall be landscaped with shrubs and grass. No rock beds will be permitted as a substitute for grass. Front yards shall be landscaped simultaneously with the completion of a residence on a Single Family Residential Lot.

4.14 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 Single Family Residential 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 Single Family Residential 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.

4.15 Utilities. If natural gas is made available to a Single Family Residential Subdivision, each Owner in such Subdivision agrees to install gas water heating and gas central comfort heating appliances in

such Owner's Single Family Unit constructed therein, or such Owner will pay a cost-recovery fee in the amount of Eight Hundred Dollars (\$800.00) to Declarant for each Single Family Residential 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 Single Family Residential Lot. All Improvements to a Single Family Residential Lot shall be served only by the central utility services provided to the Subdivision.

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

4.17 Water Service. No individual water well or supply system shall be permitted on any portion of the Property; provided, however, that the foregoing shall not apply to any water well or supply system owned, leased, operated or used by any municipality or municipal utility district. Each Single Family Unit on a Single Family Residential Lot must utilize the central water system provided to the Subdivision.

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

4.19 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.

4.20 Trees. Except for areas within the building envelope on a Single Family Residential Lot, no living trees shall be removed from such Single Family Residential Lot without the prior written consent of the Architectural Control 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 Single Family Residential Lot when the preservation of any tree would cause a hardship in connection with the location of the dwelling on the Single Family Residential 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, at the expense of the Owner.

4.21 Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained in Single Family Residential Subdivisions. Each Single Family Unit constructed and maintained on a Single Family Residential Lot shall have an attached garage as an appurtenance thereto. 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 Control 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 Control Committee. Required entry (front entry, side entry or rear entry) for garages in The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III are set forth in Exhibits "B-1," "B-2" and "B-3" hereto, respectively. Entries for garages for other Single Family Residential Subdivisions shall be specified in Supplemental Declarations

recorded by Declarant for such Subdivisions. The Architectural Control Committee may grant variances for entries as it may be appropriate for the Single Family Units in such Subdivisions. No garage shall be converted to another use (e.g., living space) without the substitution, on the Single Family Residential Lot involved, of another garage meeting the requirements of this Declaration and the approval of the Architectural Control Committee.

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

4.23 Mailboxes. Each Single Family Residential Lot on which a Single Family Unit 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 except where cluster boxes are required by the United States Post Office Department. 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 Control Committee Rules or as otherwise approved by the Architectural Control Committee; it being expressly provided, however, that the Architectural Control 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 Control Committee and have a certain aesthetic appearance.

4.24 Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on Single Family Residential Lots shall be designed and installed so as to avoid visible glare (direct or reflected) onto streets and road rights-of-way. All exterior lighting shall be conformed to and with the applicable provisions of the Architectural Control Committee Rules or as approved by the Architectural Control Committee. Special exceptions to such specifications (if any) may be approved by and within the sole discretion of the Architectural Control 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 the following year.

4.25 Antennas. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios and the like, shall be operated in Single Family Residential Subdivisions without the prior written consent of the Architectural Control Committee, and such consent, once given, may be revoked by the Architectural Control Committee in the event that the operation of any such equipment interferes with ordinary radio, telephone or television reception or equipment, including 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 within Single Family Residential Subdivisions without the prior written approval of the Architectural Control Committee, which approval shall be based upon the aesthetics of any such device that can be seen from the street, adjacent Lots at ground level, or Common Elements 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 Elements within the Subdivision are not permitted.

4.26 Drainage. Surface drainage from each Single Family Residential Lot shall be collected on site and connected to underground storm drainage systems. All work done on any Single Family Residential

Lot affecting or pertaining to the 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.

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

4.28 Fences. There shall be constructed on each Single Family Residential Lot, at the time of initial construction of the Single Family Unit thereon, a fence meeting the requirements of this section and approved by the Architectural Control Committee. All fences on a Single Family Residential Lot are subject to approval of the Architectural Control Committee. The Architectural Control 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 any Single Family Residential Lot in The Ranch at Eagle Mountain I, The Ranch at Eagle Mountain II and The Ranch at Eagle Mountain III shall be constructed of the materials set forth on Exhibits "B-1," "B-2" and "B-3" hereto, respectively. Any fencing on Single Family Residential Lots within other Single Family Residential Subdivisions shall be as set forth in Supplemental Declarations recorded by Declarant for such Subdivisions or approved by the Architectural Control Committee. Fences and walls erected nearer to the street than the front of the dwelling on a Single Family Residential Lot are prohibited. All such fences shall be six feet (6') in height unless otherwise approved by the Architectural Control Committee. In the case where a swimming pool is constructed, the fence can be up to eight feet (8') in height. All fences shall be constructed with the "finished" side out, meaning that the fence posts, stringers and other structural elements of the fence face the interior of the Lot are not visible from outside the fenced area.

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

4.30 Vehicles. Within a Single Family Residential Subdivision, 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 and four 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. 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.

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

**ARTICLE V
COMMERCIAL AND MULTI-FAMILY RESTRICTIONS**

5.01 General. This Article V is reserved for the description of specific restrictions relating to any Commercial Subdivisions and/or Multi-Family Subdivisions which may from time to time be made subject to this Declaration pursuant to the provisions of Article II of this Declaration.

ONE OR MORE COMMERCIAL SUBDIVISIONS AND/OR MULTI-FAMILY SUBDIVISIONS MAY HEREAFTER MADE SUBJECT TO THIS DECLARATION IN THE FUTURE. COVENANTS, CONDITIONS AND RESTRICTIONS WILL BE IMPOSED ON SUCH SUBDIVISIONS, AT THE ELECTION OF DECLARANT. ANY COVENANTS, CONDITIONS AND RESTRICTIONS ADOPTED FOR SUCH SUBDIVISIONS, INCLUDING WITHOUT LIMITATION THE ARCHITECTURAL REQUIREMENTS AND CONTROLS FOR SUCH SUBDIVISIONS, MAY BE LESS RESTRICTIVE, OR MORE RESTRICTIVE, THAN THOSE STATED IN THIS DECLARATION. COMMERCIAL SUBDIVISIONS MAY HAVE ANY USES NOT PROHIBITED BY ZONING, STATUTE, ORDINANCE, REGULATIONS, AND NOT PROHIBITED BY THIS DECLARATION (UNLESS WAIVER THEREOF IS OBTAINED IN ACCORDANCE HEREWITH), AS THIS DECLARATION MAY BE HEREAFTER AMENDED.

**ARTICLE VI
THE ASSOCIATION**

6.01 Organization. Declarant has caused (or shall cause) the formation and incorporation of the Association as a nonprofit corporation for the purposes, charged with the duties, and vested with the powers prescribed by law and/or set forth in its Articles of Incorporation and Bylaws, and in this Declaration. Neither the Articles of Incorporation nor the 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 the Board of Directors, unless Declarant, in its sole discretion, determines to so act. The Association shall have the powers and duties stated in this Declaration with respect to all land now or hereafter subject to this Declaration. Nothing in this Declaration is intended to prohibit the developer of any Subdivision from establishing a separate homeowners or property owners association for such Subdivision, for imposing additional requirements on such Subdivision (provided the same are not in conflict with this Declaration), and for imposing and collecting assessments for the maintenance and operation of common elements unique to such Subdivision and reserved for the exclusive use of Owners owning land within such Subdivision, provided that (i) no Common Elements established prior to the recording of the plat for such Subdivision shall be converted to separate common elements for such Subdivision, and Common Elements established prior to such recording shall continue to be available to all Owners in the Property without hindrance or cost (other than the Assessments imposed by the Association pursuant to this Declaration), and (ii) the establishment of any such separate homeowners or property owners association for any Subdivision shall in no way exempt any Owner in such Subdivision from its obligations under this Declaration, membership in any separate association being in addition to, and not in lieu of, Membership in the Association.

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6.02 **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 of Incorporation, the Bylaws, and the Association Rules. Membership in the Association 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 Common Elements, or both, may be regulated or suspended as provided in this Declaration, the Bylaws, and/or the Association Rules. 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.

6.03 **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 force or effect. Any transfer of the fee title to a Lot, shall automatically operate to transfer Membership to the new Owner thereof with respect to the Lot transferred.

6.04 **Voting Rights.** Each Owner other than Declarant shall have, as a Member of the Association, a number of votes equal to the number of Assessment Points (as provided in Section 8.01 hereof) associated with all of the Lots owned by such Owner. Declarant shall have, as a Member of the Association, a number of votes equal to twenty (20) times the number of Assessment Points associated with all of the Lots owned by Declarant. Votes may be cast for all matters to be voted on by the Owners pursuant to this Declaration and the Bylaws. 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. 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 such rights and duties to the Board of Directors, so that, even if Declarant shall no longer maintain voting control over the Association, Declarant shall continue to have the right to exercise its rights and powers as Declarant hereunder.

6.05 **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 Articles of Incorporation, the Bylaws, and the laws of the state of Texas. The Association 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 of Directors, 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, to own and deal with the Common Elements, to establish and enforce Association Rules, to suspend the voting rights of Owners who fail to pay their Assessments or who otherwise violate this Declaration, and to have all powers necessary or incidental to the operation and management of the Association and the Common Elements. Declarant and the Board of Directors are each authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board of Directors shall

never be authorized to expend any Association funds for the purpose of bringing any suit against Declarant, its successors or assigns.

6.06 Contract with Management Company. The Association is authorized (but is not obligated) to delegate its powers and duties to committees, officers or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one year with successive one year renewal periods upon the mutual agreement of the parties. Any contract with a manager or managing agent shall be on terms and conditions approved by Declarant during the Declarant Control Period.

6.07 Contracts with Sub-Associations. The Association is authorized (but is not obligated) to enter into contracts with any sub-association established for Subdivisions within the Property for the billing and collection of assessments imposed by such sub-association with respect to common elements within such Subdivision that are exclusive to such Subdivision, so as to provide a common mechanism for billing and collection of all assessments within the Property. Any such contracts shall be on terms and conditions approved by Declarant during the Declarant Control Period.

6.08 Contract with The WaterFront Homeowners Association, Inc. The Association is authorized (but is not obligated) to enter into a contract with The WaterFront Homeowners Association, Inc. ("The WaterFront Homeowners Association"), established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The WaterFront, recorded in Volume 13016, Page 0476, Deed Records of Tarrant County, Texas, to permit the members of The WaterFront Homeowners Association to use designated Common Elements of the Property pursuant to Association Rules and, if approved by the Board of Directors, to collect from The WaterFront Homeowners Association a fee for such use. Said contract, if entered into, shall be on terms and conditions approved by Declarant during the Declarant Control Period.

6.09 Right of Entry and Enforcement. 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 Improvements thereon for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any Improvement or facility to conform to this Declaration, 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 VIII hereof for Assessments. The Association and Declarant shall each have the power and authority from time to time, in their own names and on their 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 this Declaration.

6.10 Duties of Association.

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

(i) To accept Common Elements conveyed or leased to the Association by Declarant, or by a third party with the consent of Declarant, and operate and maintain all Common Elements, 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 real and personal conveyed or leased to the Association and to maintain in good repair and condition all lands, Improvements, and other property owned by or leased to the Association.

(ii) 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.

(iii) To execute Mortgages, both construction and permanent, for construction of facilities, including Improvements on land owned by or leased to the Association, and to accept lands in Common Elements from Declarant (or from a third party with the consent of Declarant) whether or not improved 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. Any 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 Assessments of the Members of the Association or from any other source, 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 elsewhere in this Declaration, the Association, acting through the Board of Directors, and/or Declarant (at Declarant's sole option) shall have the power and authority (but not the obligation):

(i) 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 opinion of the Board of Directors are necessary or proper for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreations facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;

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(3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines;

(5) Video services, cable television services, security services, communication services and other similar services over Common Elements; and/or

(6) Any similar public, quasi-public or private improvements or facilities.

(ii) To obtain, for the benefit of the Common Elements, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors 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 owned by Declarant without necessity of obtaining consent of the Architectural Control Committee, the Board of Directors, or any other Owner.

(c) Indemnification. The Association (but not Declarant) shall indemnify any individual 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 such individual 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 of Directors or a court that such individual (1) acted in good faith and in a manner such individual 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 such conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the individual did not act in good faith or in a manner which such individual 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 the conduct was unlawful. The Board of Directors may purchase and maintain insurance on behalf of any individual who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against such individual or incurred by such individual in any such capacity, or arising out of such individual's status as such, whether or not the Association would have the power to indemnify such individual against such liability hereunder or otherwise.

**ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE**

7.01 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant (during the Declarant Control Period) or the Board of Directors (after the end of the Declarant Control Period) deems appropriate. Members of the Architectural Control Committee need not be Members of the Association or own any Lots. The address of the Architectural Control Committee for making any submissions shall be the business address of the Association, unless a Supplemental Declaration is recorded stating a different address. The following individuals are hereby designated as the initial Voting Members of the Architectural Control Committee:

Emil P. Stewart
Gary J. Baker
Deborra L. Baker

7.02 Address. The initial address of the Architectural Control Committee shall be

c/o Gary J. Baker
8101 Boat Club Road, Suite 330
Fort Worth, Texas 76179

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

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

7.05 Term. Each member of the Architectural Control Committee shall hold office until such time as such member has resigned or has been removed or such member's successor has been appointed, as provided herein.

7.06 Appointment of Members. During the Declarant Control Period, Declarant and its successors or assigns shall have the right to appoint and remove all members of the Architectural Control Committee. After the end of the Declarant Control Period, the Board of Directors shall have such right. Prior to the end of the Declarant Control Period, Declarant may delegate such right to the Board of Directors by written instrument at any time. If Declarant ever so delegates to the Board of Directors the right to appoint members of the Architectural Control Committee, the Board of Directors shall thereafter have the right to appoint and remove all members of the Architectural Control Committee. Any change in the designation of members of the Architectural Control Committee, and any change in the address of the Architectural Control Committee, shall be made by recording a Supplemental Declaration naming the members of the Architectural Control Committee and the address for submission of matters thereto.

7.07 Adoption of Rules. The Architectural Control Committee may (but shall not be required to) adopt such procedural and substantive rules, not in conflict with this Declaration (collectively, "Architectural Control Committee Rules"), as it may deem necessary or proper for the performance of its duties, including but not limited to, fencing standards, contents, form and submission procedures for Plans and Specifications,

and other similar codes and standards as it may deem necessary and desirable. Architectural Control Committee Rules adopted pursuant to this section shall have the same force and effect as Association Rules and the provisions of this Declaration, and are to be enforced by the Board of Directors in the name of the Association.

7.08 Review of Proposed Construction. Prior to submitting Plans and Specifications, each Owner shall submit to the Architectural Control Committee Preliminary Plans of planned Improvements for approval or disapproval by the Architectural Control Committee. If the Architectural Control Committee shall fail to respond or disapprove Preliminary Plans within thirty (30) days after submission thereof, the Preliminary Plans (but not the Plans and Specifications) shall be deemed approved. Whenever in this Declaration the approval of the Architectural Control Committee is required, the Architectural Control Committee shall have the right to consider all Preliminary Plans, and all Plans and Specifications, for the proposed Improvements and all other facts which, in its sole discretion, are relevant. Plans and Specifications shall be submitted to the Architectural Control Committee after Preliminary Plans are approved or deemed approved by the Architectural Control Committee. Submitted Plans and Specifications shall include, but shall not be limited to (i) landscape plans; (ii) irrigation and drainage plans; (iii) plot plans showing location, size, shape, configuration and placement on the Lot of Improvements; (iv) site plans; (v) excavation and grading plans; (vi) drainage plans; (vii) fencing plans; (viii) elevations and construction techniques; (ix) samples of exterior colors; (x) plans for utility services; (xi) detailed construction plans with descriptions and samples of materials of all construction; (xii) exterior lighting plans; and (xiii) all other documentation or information relevant to constructing or operating such Improvements. The Architectural Control 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 Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. If the Architectural Control 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 Control 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 of Directors. The Architectural Control Committee shall have the authority to prohibit any Improvement on a Lot which is of such size or architectural design, or which involves the use of such landscaping, color schemes, exterior finishes and materials and similar features, as will be incompatible with the overall development of the Property, the Master Plan, and the surrounding area, in the opinion of the Architectural Control Committee. The Architectural Control 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 Control Committee's discretion as to whether such Improvements shall be aesthetically pleasing and in harmony with the Master Plan, and the decision of the Architectural Control Committee shall be final and binding. The fact that the Architectural Control 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 Control Committee review shall be evaluated on its own merits, with the Architectural Control Committee exercising the broadest discretionary judgment that is consistent with the requirements of this Declaration. **Approval of any Preliminary Plans and/or Plans or Specifications by the Architectural Control Committee shall not be deemed approval thereof from the standpoint of structural safety, engineering soundness, conformance with building or other codes, safety, or quality of construction.**

7.09 Applications. Any applications for Architectural Control 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 Control 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. If requested, the Architectural Control Committee may require the preliminary staking of such Improvements and structures according to such plan for Architectural Control Committee inspection. Any costs of filing and processing an application pursuant to this Article shall be at the expense of the applicant, and the Association may impose a reasonable, uniform application fee to defray the Architectural Control Committee's costs. Any change to Plans and Specifications previously approved by the Architectural Control Committee must be approved by the Architectural Control Committee. The Architectural Control Committee will attempt to expedite, to the extent practical, any revised application made while construction is in progress, however the Architectural Control Committee shall not be required to act upon any such modified application in less than ten (10) days.

7.10 Work in Progress. The Architectural Control Committee may, at its option, but shall not be required to, inspect all work in progress to insure compliance with approved Plans and Specifications. Inspection of any work by the Architectural Control Committee shall not be deemed (i) certification or warranty that construction does in fact conform to Plans and Specification, or (ii) approval of such work from the standpoint of structural safety, engineering soundness, conformance with building or other codes, safety, or quality of construction.

7.11 No Waiver of Future Approvals. The approval or consent of the Architectural Control 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 Control 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.

7.12 Nonliability. Declarant, the Architectural Control Committee, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, 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 duties of the Architectural Control Committee, Declarant, the Association, or the Board of Directors, under this Declaration, unless due to the willful misconduct or bad faith of the Architectural Control Committee, Declarant, the Association, the Board of Directors, or the members, officers, directors, employees or agents of them, as the case may be. The Architectural Control Committee, Declarant, the Association, the Board of Directors, and the members, officers, directors, employees and agent of each of them, 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(s). In addition, Declarant, the Architectural Control Committee, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be liable in damages to anyone submitting Plans and Specifications for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Plans or Specifications. Every Person who submits Plans and Specifications, and every Owner, agrees by such submission not to bring any action or suit against the Architectural Control Committee, Declarant, the Association, the Board of Directors, or the members, officers, directors, employees or 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. The Architectural Control Committee, Declarant, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be required to compensate any Owner or any Person for any losses or expenses relating to the actions of the Architectural Control Committee, Declarant, the Association, the Board of Directors, or their respective members, officers, directors, employees and agents.

7.13 Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the provisions of this Declaration and the Architectural Control Committee Rules as promulgated from time to time. 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 Control 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 Control 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 Control Committee's right to strictly enforce the provisions of this Declaration.

ARTICLE VIII ASSESSMENTS

8.01 General.

(a) Subject to the provisions of subsection (d) below, Regular Assessments and Special Assessments for each Lot, whether or not improved, shall be assessed based upon assessment points ("Assessment Points") allocated to such Lot, divided by the total number of Assessment Points for all Lots. For each Single Family Residential Lot there shall be allocated one Assessment Point. If any Commercial Subdivision or Multi-Family Subdivision is made subject to this Declaration by the execution and recording of a Supplemental Declaration pursuant to Article II hereof, such Supplemental Declaration may establish the number of Assessment Points to be allocated to such Subdivision or the manner in which the Assessment Points for such Subdivision shall be calculated. If the Supplemental Declaration for such Subdivision does not provide for a specific number of Assessment Points for such Subdivision or for a manner the same are to be calculated, then (i) for each Commercial Subdivision there shall be allocated the number of Assessment Points which is derived by dividing the number of gross square feet in such Commercial Subdivision by 10,000 and truncating to the next lowest integer, but there shall always be at least one Assessment Point allocated to each Commercial Subdivision, and (ii) for each Multi-Family Subdivision there shall be allocated one Assessment Point for each ten (10) residential units in the Multi-Family Subdivision. Notwithstanding anything set forth in the foregoing provisions or in this Declaration, until such time as Declarant has expressly assigned its rights and obligations as Declarant hereunder to the Board of Directors, Declarant shall pay one-half (1/2) of the Regular Assessments and Special Assessments allocated to Lots owned by Declarant unless Declarant shall elect, at its option, at any time during the year to which the Assessments pertain to pay the difference between the actual expenses incurred by the Association for a particular calendar year over the total amount of the

Regular Assessments and Special Assessments levied by the Association as to all Lots not owned by Declarant. Common Elements shall be exempt from any Assessments of any kind whatsoever.

(b) Whereas the obligation to pay a Regular Assessment or Special Assessment first arises after the commencement of the year or other period for which the Regular Assessment or Special Assessment was levied, the Regular Assessment or Special 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 calendar year or other period remaining after the date of transfer. The Board of Directors shall use reasonable efforts to determine the Regular Assessment for each calendar year by December 1st of the year preceding. Regular Assessments are to be paid by January 30th of the year to which the Regular Assessment applies, unless an installment schedule for payment of Regular Assessments is approved by the Board of Directors.

(c) Each unpaid Assessment (whether the same be a Regular Assessment, a Special Assessment, an Individual Lot Assessment, or a Fine) together with interest thereon and costs of collection thereof as herein provided, shall be the personal obligation of the Owner of the Lot against which the Assessment is made, and shall be secured by a lien against each such Lot and all Improvements thereon. The Association may enforce payment of Assessments in accordance with the provisions of this Article VIII.

(d) Notwithstanding the provisions of Section 8.01, 8.03 or 8.04 to the contrary, any homebuilder who purchases one or more Lots from Declarant shall not be required to pay any Regular Assessment or Special Assessment with respect to each Lot so purchased by said homebuilder from Declarant until the earlier to occur of (i) the date which is one (1) year after the date of the conveyance of such Lot by Declarant to such homebuilder, or (b) title to such Lot is transferred by such homebuilder to a third party, or (iii) a Single Family Unit is constructed on such Lot and is occupied. As used herein, the term "homebuilder" shall refer to a person or entity regularly engaged as its primary occupation in the business of constructing homes for resale in the ordinary course of business. Upon the occurrence of the event or events described above which cause such Lot to be subject to Regular Assessments and Special Assessments, the then Owner of said Lot shall be responsible for paying the full Assessment, which Assessment will be prorated on a per diem basis beginning upon the date such Lot is made subject to assessments as provided herein. The provisions of this Section 8.01(d) with respect to commencement of assessments shall apply only to Regular Assessments and Special Assessments, and nothing herein shall be construed to exempt any Lot at any time from any Individual Lot Assessment under Section 8.05 hereof or any Fines levied under Section 8.10 hereof.

8.02 Maintenance Fund. The Board of Directors 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.

8.03 Regular Assessments. The Board of Directors shall establish a regular assessment ("Regular Assessment") for each calendar year based upon a pro-forma operating statement or estimate made by the Board of Directors, or at its direction, for such calendar year, which in turn shall be based upon, among other things, 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. Expenses to be covered by a Regular Assessment shall include, but not be limited to, the cost of all roadway, median strip and right-of-way maintenance; the costs of landscaping; the costs of owning (if the Association owns any Common Elements), operating and financing Common Elements; the costs of administering the Association and performing its duties under this Declaration and the Bylaws; the costs of ad valorem taxes due against any Common Elements or Improvements owned by the Association; the costs of

insurance premiums; the costs of managers, contractors and employees; the costs of enforcing this Declaration; the 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. Regular Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board of Directors shall be final and binding so long as it is made in good faith. Upon request, the Association shall provide a copy of its pro-forma budget to any Owner. The total amount of the Association's estimated expenses shall be divided by the total number of Assessment Points for the Property to obtain a per-Assessment Point figure, and the amount of the Regular Assessment for each Lot for such calendar year shall be calculated by multiplying the per-Assessment Point figure by the number of Assessment Points for each Lot. The Association shall provide written notice to each Owner, as listed on the records of the Association, of the amount of the Regular Assessment levied and imposed for the next succeeding year and, if an installment payment schedule has been adopted by the Board of Directors, the dates upon which installments shall be due and payable. Unless otherwise determined by the Board of Directors, 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.

8.04 Special Assessments. In the event that the Board of Directors 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 Board of Directors 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 levy and impose a special assessment ("Special Assessment") for such calendar year. The amounts of Special Assessments shall be at the reasonable discretion of the Board of Directors, but shall be approved by Members holding fifty-one percent (51%) of the eligible votes in the Association. Special Assessments shall be allocated to Lots on the basis of Assessment Points in the same manner that Regular Assessments are allocated. Once Special Assessments are assessed by the Board of Directors, the Association shall provide written notice to each Owner of the amount of the Special Assessment levied and imposed by the Association and approved by the appropriate vote of the Members, along with the date upon which the Special Assessments, or any installments thereof, shall be due and payable to the Association.

8.05 Individual Lot Assessments. In addition to any other Assessments for which provisions are made in this Declaration, the Board of Directors 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 (an "Individual Lot Assessment") for:

(a) Costs and expenses incurred by the Association in bringing a particular Owner or such Owner's Lot(s) 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 thereof;

(c) Costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner thereof, 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 such Owner's 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 8.05.

8.06 Owner's Personal Obligation for Payment of Assessments. Regular Assessments and Special Assessments, Fines and Individual Lot 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 8.01(a) hereof with respect to Declarant, no Owner shall be exempt 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 of imposition 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.

8.07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article VIII but unpaid, shall, together with interest as provided in Section 8.06 hereof and the cost of collection, including attorney's fees as herein provided, shall be a continuing lien and charge on the Lots covered by such sums that are due, which shall bind such Lots 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 this Declaration. Such lien shall be superior to all other liens and charges against such Lots, 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 Board of Directors shall have the power to subordinate such Assessment lien to any other lien. The Board of Directors may cause to be prepared 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 such Lot 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 attorneys' 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.

8.08 Certificate of Assessments Due. The Association shall, upon the request of an Owner or any other interested party, furnish a certificate executed by the President, Vice President, Secretary or Treasurer, each of whom is authorized to furnish the same, setting forth whether Assessments payable with respect to a particular Lot have been paid, the amount of the delinquency, if any, the amounts of any outstanding and unpaid interest, late charges, penalties, costs of collection, including attorneys' fees and court costs, if any, associated with any such delinquent Assessments, and such other matters as may be required by applicable law. A properly executed certificate of the Association, as aforesaid, shall be binding upon the Association as conclusive evidence of the statements made therein 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).

8.09 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 the Bylaws; (ii) an Owner has elected to make no use of Common Elements; (iii) an Owner has attempted to waived such Owner's interest as a Member in the Association; or (iv) the Association has suspended the right, privilege and easement of such Owner to use Common Elements as provided in the Architectural Control Committee Rules.

8.10 Fines. The Board of Directors shall have the right at any time and from time to time to establish a schedule of fines ("Fines") for violations of the provisions of this Declaration. Such schedule shall be made available to Members at the offices of the Association. Fines shall accumulate on a daily basis. Once imposed upon an Owner, by written notice to the Owner at the Owners' last known address on the books and records of the Association, all such Fines against such Owner shall be secured by lien against the violating Owner's Lot as set forth above in Section 8.07.

ARTICLE IX EASEMENTS

9.01 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 itself, the Association, governmental authorities having jurisdiction over the Property, all Owners, and any public or private providers of utility services to the Property, and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon Common Elements and utility easements and other easement areas now or hereafter shown on plats of the Property, 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.

9.02 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 Common Elements 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 herein, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Control 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.

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

9.04 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 plat or any other recorded easement. However, neither 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 10 MISCELLANEOUS

10.01 Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2029. After such date, 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 of Owners.

10.02 Amendment.

(a) This Declaration may be amended by Declarant, acting alone and whether or not Declarant has voting control of the Association, at any time prior to December 31, 2014. Thereafter Declarant, acting alone, may amend this Declaration for so long as Declarant holds at least sixty percent (60%) of all eligible votes of the Association. No amendment by Declarant on or after December 31, 2014 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 Declarant has the requisite sixty percent (60%) of all eligible votes of the Association. No such acknowledged instrument shall be required for amendment of this Declaration by Declarant prior to December 31, 2014;

(b) In addition to the method described in (a) above, after December 31, 2014, 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.

10.03 Interpretation. This Declaration shall be construed and governed under the laws of the State of Texas.

10.04 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 Control 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.

10.05 Assignment by 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(s) and may permit the participation, in whole or in part, by any other Person(s) in any of Declarant's privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant's rights, 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.

10.06 Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner at such Owner's own expense, Declarant, and/or the Board of Directors shall have the right to enforce all of the provisions of this Declaration. 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 Control 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 Control Committee. In addition to any other remedy provided for in this Declaration, Declarant may bring suit to enjoin the commencement or continuance of construction of any Improvement for which the Architectural Control Committee has not approved Plans and Specifications or if such Improvements are not in accordance with previously approved Plans and Specifications.

(b) The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

(c) The Board of Directors 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.

10.07 Construction.

(a) 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) 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) The provisions of this Declaration 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.

10.08 Declarant Not Liable. Except as otherwise provided in this Declaration, after the end of the Declarant Control Period, Declarant shall be automatically relieved of the performance of any duty or obligation hereunder, and the Association, acting through the Board of Directors, shall then be obligated to perform all such duties and obligations of Declarant without necessity of further writing or assignment of rights and obligations by Declarant. During the term of this Declaration, and thereafter, neither Declarant nor its officers, directors, members, employees and agents, shall be liable for damages or otherwise to any Owner or Person relying on this Declaration for reason of the unenforceability of any provision hereof or by reason of Declarant's enforcement or nonenforcement of any such provision.

IN ADDITION, DURING THE TERM OF THIS DECLARATION AND THEREAFTER, EACH OWNER AGREES THAT SUCH OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF DECLARANT, TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST DECLARANT AND 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 THIS DECLARATION.


10.09 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 to whom such notice is intended 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 26th day of October, 1999.

DECLARANT:

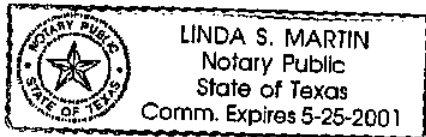
THE ESTATES OF EAGLE MOUNTAIN, LTD.,
a Texas limited partnership

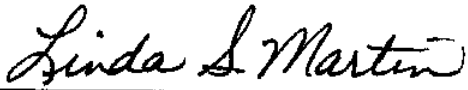
By: DESOTO WILDWOOD DEVELOPMENT, INC.,
a Texas corporation

By: 
Gary J. Baker, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of October, 1999, by Gary J. Baker, President of DeSoto Wildwood Development, Inc., a Texas corporation, general partner of The Estate of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.




Notary Public, State of Texas

4400 1100 1100 1100

EXHIBIT "A"

[LEGAL DESCRIPTION OF PROPERTY COVERED BY DECLARATION]

THE RANCH AT EAGLE MOUNTAIN ONE

Lots 6R thru 23R, Block D
Lot 24, Block D
Lots 24R thru 53R, Block E
Lot 27, Block I
Lots 20R thru 37R, Block J
Lots 28 thru 33, Block M

THE RANCH AT EAGLE MOUNTAIN TWO

Lots 1R thru 5R, Block D
Lots 1R thru 11R, Block E
Lots 12 thru 23, Block E
Lots 1R thru 7R, Block F
Lots 8 thru 10, Block F
Lots 11R thru 17R, Block F
Lots 1 thru 29, Block G
Lots 30R thru 32R, Block G
Lots 33 thru 38, Block G
Lots 39R thru 43R, Block G
Lots 44 thru 45, Block G
Lots 1R thru 12R, Block H
Lots 13 thru 19, Block H

THE RANCH AT EAGLE MOUNTAIN THREE

Lots 1 thru 25, Block A
Lots 1 thru 15, Block B
Lots 1 thru 5, Block C

EXHIBIT "B-1"

Restrictions for The Ranch at Eagle Mountain I

The Ranch at Eagle Mountain I is a Single Family Residential Subdivision and is subject to the terms, provisions, covenants, conditions and restrictions of this Declaration. The following specific restrictions apply to The Ranch at Eagle Mountain I:

- Minimum No. of Square Feet:** 1,300 square feet square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports
- Maximum No. of Square Feet:** 2,400 square feet square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports
- Minimum roof pitch:** 6 / 12
- Minimum Setbacks:** Minimum 20 foot setback off front property line
Minimum 5 foot side yard setback (with the exception of certain lots which have a 4 foot side yard setback, as shown on the recorded plat)
- Garage Entry:** Front Entry
- Roofs:** 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 Control Committee Rules or otherwise approved by the Architectural Control Committee, in its sole discretion. Roof colors shall be weathered gray unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee. No three (3) tab or square-butt shingle, or pure white or pure primary colored roofs shall be permitted.
- Building Materials:** All Single Family Units shall be constructed of eighty percent (80%) stone or masonry or other masonry-type materials unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee.
- Sidewalks:** Sidewalks shall be four feet (4') wide and extend the full width of each Single Family Residential Lot.
- Fencing:** Fencing shall be constructed of wood, brick or wrought iron, or of white plastic material that is aesthetically compatible with the perimeter fencing located around the perimeter of the Subdivision. Simulated wood or wrought iron-like materials may be used if approved by the Architectural Control Committee. No chain link, vinyl-coated chain link, split rail or unfinished concrete block fences shall be permitted on any Single Family Residential Lot.

EXHIBIT "B-2"

Restrictions for The Ranch at Eagle Mountain II

The Ranch at Eagle Mountain II is a Single Family Residential Subdivision and is subject to the terms, provisions, covenants, conditions and restrictions of this Declaration. The following specific restrictions apply to The Ranch at Eagle Mountain II:

- Minimum No. of Square Feet:** 2,000 square feet square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports
- Maximum No. of Square Feet:** 3,200 square feet square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports
- Minimum roof pitch:** 6 / 12
- Minimum Setbacks:** Minimum 20 foot setback off front property line
Minimum 5 foot side yard setback
- Garage Entry:** Front or Side Entry
- Roofs:** 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 Control Committee Rules or otherwise approved by the Architectural Control Committee, in its sole discretion. Roof colors shall be weathered gray unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee. No three (3) tab or square-butt shingle, or pure white or pure primary colored roofs shall be permitted.
- Building Materials:** All Single Family Units shall be constructed of eighty percent (80%) stone or masonry or other masonry-type materials unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee.
- Sidewalks:** Sidewalks shall be four feet (4') wide and extend the full width of each Single Family Residential Lot.
- Fencing:** Fencing shall be constructed of wood, brick or wrought iron, or of white plastic material that is aesthetically compatible with the perimeter fencing located around the perimeter of the Subdivision. Simulated wood or wrought iron-like materials may be used if approved by the Architectural Control Committee. No chain link, vinyl-coated chain link, split rail or unfinished concrete block fences shall be permitted on any Single Family Residential Lot.

EXHIBIT "B-3"

Restrictions for The Ranch at Eagle Mountain III

The Ranch at Eagle Mountain III is a Single Family Residential Subdivision and is subject to the terms, provisions, covenants, conditions and restrictions of this Declaration. The following specific restrictions apply to The Ranch at Eagle Mountain III:

- Minimum No. of Square Feet:** 2,400 square feet square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports
- Maximum No. of Square Feet:** No maximum limit
- Minimum roof pitch:** 8 / 12
- Minimum Setbacks:** Minimum 20 foot setback off front property line
Minimum 5 foot side yard setback
- Garage Entry:** Side Entry
- Roofs:** 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 Control Committee Rules or otherwise approved by the Architectural Control Committee, in its sole discretion. Roof colors shall be weathered gray unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee. No three (3) tab or square-butt shingle, or pure white or pure primary colored roofs shall be permitted.
- Building Materials:** All Single Family Units shall be constructed of eighty percent (80%) stone or masonry or other masonry-type materials unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee.
- Sidewalks:** Sidewalks shall be four feet (4') wide and extend the full width of each Single Family Residential Lot.
- Fencing:** Fencing shall be constructed of wood, brick or wrought iron, or of white plastic material that is aesthetically compatible with the perimeter fencing located around the perimeter of the Subdivision. Simulated wood or wrought iron-like materials may be used if approved by the Architectural Control Committee. No chain link, vinyl-coated chain link, split rail or unfinished concrete block fences shall be permitted on any Single Family Residential Lot.

EXHIBIT "B-4"

Restrictions for The Ranch at Eagle Mountain IV

The Ranch at Eagle Mountain IV is a Single Family Residential Subdivision and is subject to the terms, provisions, covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions for Eagle Ranch, recorded in Volume 14081, Page 0027 of the Real Property Records of Tarrant County, Texas.

The following specific restrictions apply to The Ranch at Eagle Mountain IV, and the 206 lots known as:

Lots 25 through 40, Block D; Lots 2 through 26, Block I; Lots 28 through 63, Block I; Lots 1 through 19, Block J; Lot 38, Block J; Lots 1 through 20, Block K; Lots 1 through 40, Block L; Lots 3 through 27, Block M; and Lots 1 through 24, Block N; according to the final plat for The Ranch at Eagle Mountain as filed July 19, 2002, in Cabinet A, Slide 7657, of the plat records of Tarrant County, Texas.

- Minimum No. of Square Feet:** 1,300 square feet square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks, garages and carports
- Minimum roof pitch:** 6 / 12
- Minimum Setbacks:** Minimum 20 foot setback off front property line
Minimum 5 foot side yard setback
- Garage:** Front Entry or Side Entry
Minimum 2 car garage
- Roofs:** 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 Control Committee Rules or otherwise approved by the Architectural Control Committee, in its sole discretion. Roof colors shall be weathered gray unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee.
- Building Materials:** All Single Family Units shall be constructed of eighty percent (80%) stone or masonry or other masonry-type materials on the front of the house and a minimum 65% overall masonry unless otherwise stated in a Supplemental Declaration or approved by the Architectural Control Committee.
- Sidewalks:** Sidewalks shall be four feet (4') wide and extend the full width of each Single Family Residential Lot.
- Fencing:** Fencing shall be constructed of wood, brick or wrought iron, or of white plastic material that is aesthetically compatible with the perimeter fencing located around the perimeter of the Subdivision. Simulated wood or wrought iron-like materials may be used if approved by the Architectural Control Committee. No chain link, vinyl-coated chain link, split rail or unfinished concrete block fences shall be permitted on any Single Family Residential Lot.

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RATTIKIN TITLE CO
611 THROCKMORTON ST
FT WORTH TX 76102

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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.