

**Documents For
E R Property
Owners
Association, Inc.**

Articles of Incorporation



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CERTIFICATE OF INCORPORATION

... i: p0?::l;Ty Umh::F5 AssDcIATIfH' INC.
CHA Tc NUMti R 01555557

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

CONSEQUENTLY, I, UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF MY AUTHORITY AS SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

THE ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE SUBJECT CORPORATION IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED NAMES OR PSEUDONYM ACT OR THE COMMON LAW.

DATED OCT. 27, 1999

for OCT. 27, 1999



Elton Bomer, Secretary of State

ARTICLES OF INCORPORATION
OF
E R PROPERTY OWNERS ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas
OCT 27 1999

I, THE UNDERSIGNED natural person of the age of eighteen years, do hereby adopt the following as Articles of Incorporation for such corporation:

1. Name. The name of the corporation is E R Property Owners Association, Inc. (the "Association").

2. Non-Profit. The Association is a non-profit corporation.

3. Duration. The period of the Association's duration is perpetual.

4. Purpose. The purpose or purposes for which the Association is organized are:

(a) To provide for the duties of the Association as described in that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (as the same may hereafter be amended, the "Declaration"), recorded in the Deed Records of Tarrant County, Texas, with respect to the real property described in the Declaration and any other property made subject to the Declaration in accordance with the terms thereof (said property being referred to in the Declaration and herein as the "Property");

(b) To exercise all of the powers and privileges and to perform all of the duties- and obligations of the Association as set forth from time to time in the Bylaws of the Association ("Bylaws") or in the Declaration;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(d) To pay all expenses in connection with the duties of, and all office, personnel, and other expenses incident to the conduct of the business of, the Association, including all licenses, taxes or governmental charges levied or imposed against the Property by the Association;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) To borrow money, under the discretion of the Board of Directors of the Association as set forth from time to time in the Bylaws, as the Board of Directors deems necessary and in the best interest of the Association;

(g) To dedicate, sell or transfer any part of the Common Elements (as defined in the Declaration) to any public agency, authority, or utility for any service to any property subject to the Declaration, in accordance with the terms and provisions of the Declaration; and,

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of power and shall be broadly construed to effectuate its intent.

5. Members. Every person or entity who is a record owner of a fee simple interest, or an undivided fee simple interest, in any Lot (as that term is defined in the Declaration) shall be a Member (as that term is defined in the Bylaws and in the Declaration) of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

6. Voting Rights. Voting rights of Members are explained and described in the Bylaws and in the Declaration. Cumulative voting in the election of members of the Board of Directors or in other exercises of the right to vote is prohibited.

7. Board of Directors. The affairs of this Association shall be managed by a board of directors ("Board of Directors"), composed of three (3) directors ("Directors") who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of the initial Directors are set forth in Section 8 of these Articles of Incorporation hereinbelow.

8. Initial Board of Directors. The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

NAME	ADDRESS
Gary J. Baker	8101 Boat Club Road, Suite 330 Fort Worth, Texas 76179
Deborra L. Baker	8101 Boat Club Road, Suite 330 Fort Worth, Texas 76179
Emil P. Stewart	8101 Boat Club Road, Suite 330 Fort Worth, Texas 76179

9. Amendments. Amendment, repeal or alteration of these Articles of Incorporation shall require the consent of Members as set forth in the Bylaws or the Declaration.

10. Limitation of Liability of Directors. Directors of the Association shall not be liable to the Association or its Members for monetary damages for an act or omission in the Director's capacity as a Director, except that this provision shall not eliminate or limit liability for an act or omission for which the liability of a Director is expressly provided by statute.

11. Registered Agent and Registered Office Address. The street address of the initial registered office of the Association is 7557 Rambler Road, Suite 932, Dallas, Texas 75231-4166, and the name of the Association's initial registered agent at such address is Axley & Hargrove, a professional corporation.

12. Incorporator. The name and street address of the incorporator is Axley & Hargrove, a professional corporation, 7557 Rambler Road, Suite 932, Dallas, Texas 75231-4166.

EXECUTED October 26, 1999.

Axley & Hargrove,
a professional corporation

By: 
Kathryn Koons Hargrove, President

Bylaws

Electronically Recorded

Tarrant County

Official Public Records
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Ma SECOND AMENDMENT TO THE BYLAWS OF E R PROPERTY OWNERS ASSOCIATION, INC. PARTY INFO

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL BY THESE PRESENTS :

This SECOND AMENDMENT TO THE BYLAWS OF E R PROPERTY OWNERS ASSOCIATION, INC. (this "Amendment ") is made this 17 day of July, 2014 by THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (the "Declarant ").

WITNESSETH:

WHEREAS, E R Property Owners Association, Inc., a Texas nonprofit corporation (the "Association "), is governed by those certain Bylaws of E R Property Owners Association, Inc. recorded on June 25, 2014 as Document No. D2 14133363 of the Official Public Records of Real Property of Tarrant County, Texas (as amended, the "Bylaws");

WHEREAS, the Bylaws were amended by that certain First Amendment To The Bylaws of E R Property Owners Association, Inc. recorded on October 24, 2014 as Document No. D2 14233264 of the Official Public Records of Real Property of Tarrant County, Texas (the "First Amendment ");

WHEREAS, Article XIV of the Bylaws provides that the Declarant may act alone to amend the Bylaws at any time prior to December 31, 2014; and

WHEREAS, the Declarant has chosen to amend the Bylaws in accordance with the terms of this Amendment.

NOW, THEREFORE, the Declarant hereby amends the Bylaws as follows:

1. The first sentence of Article IV, Section 4.06(b) of the Bylaws is amended to read as follows: "The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, five percent (5%) of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws."

In the event of any conflict or inconsistency between the terms and provisions contained in this Amendment and those set forth in the Bylaws, this Amendment shall control. The Declarant hereby ratifies and affirms the Bylaws, as amended hereby, and declares the same to be in full force and effect.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date first set forth above.

DECLARANT:

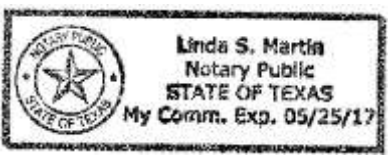
THEESTATES OF EAGLE MOUNTAIN, LTD.,
a Texas limited partnership

By: DESOTO WILDWOOD DEVELOPMENT, LLC,
a Texas limited liability company,
its General Partner

By: *Allyson Baker*
Title: *Secretary*
Date: *12-2-2014*

STATE OF TEXAS §
 §
COUNTY OF *Tarrant* §

On this *11th* day of *December*, 20*14*, before me, the undersigned notary public, personally appeared *JJ. Buck L & C, Secretary* of DESOTO WILDWOOD DEVELOPMENT, LLC, a Texas limited liability company, General Partner of THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.



Linda S. Martin
Notary Public, State of Texas

Electronically Recorded

Tarrant County

Official Public Records

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AMENDMENT TO THE BYLAWS OF THE PROPERTY OWNERS ASSOCIATION, INC. OF MARY LOUISE GARCIA

STATE OF TEXAS
COUNTY OF TARRANT

Notice is hereby given to all persons with any interest in or claim to any parts of the property within the jurisdiction of THE PROPERTY OWNERS ASSOCIATION, INC, that said property is the subject of the FIRST AMENDMENT TO THE BYLAWS OF THE PROPERTY OWNERS ASSOCIATION, INC; it is hereby incorporated hereto for all purposes.

This document is signed and attested this 24th day of October 2014.

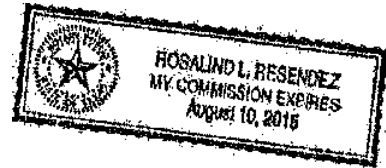
Devlin "Buck" Benson
Partner, Caputo Pillel, Belis On & Jones LLP
2161 NW Military Hwy, Suite 400
Dallas, Texas 75213

Legal Counsel for the Property Owners Association, Inc.

STATE OF TEXAS
COUNTY OF BEXAR

On this 24th day of October 2014, before me, the undersigned, a Notary Public, personally appeared Devlin "Buck" Benson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes set forth therein.

Notary Public, State of Texas



AFRRECORDED AND RECORDED:
Paula Cappuccino Pullen & Jones, LLP
Attn: Devlin "Buck" Benson
2161 NW Military Hwy, Suite 400
Dallas, Texas 75213

EXHIBIT .A

.FIRST AMENDMENT tO THE IIV LAWS
Q_F
ER PROPERTY OWNERS ASSOCJATION, JNC.

JON FOLLOWING PAGES]

FIRST AMENDMENT TO THE BYLAWS OF
OF
EAGLE RANCH PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
COUNTY OF TARRANT §
§ KNOW ALL MEN THAT THESE

THIS FIRST AMENDMENT TO THE BYLAWS OF EAGLE RANCH PROPERTY OWNERS ASSOCIATION (this "First Amendment") is made this day of February 20, 2014, by the members of Eagle Ranch Property Owners Association, a Texas nonprofit corporation (the "Association").

Article I

WHEREAS, the Estates of Engle Martin, Ltd., a Texas limited liability partnership (the "Estate") owned and operated the Eagle Ranch community; and, 1999 and herein incorporated by reference the Declaration of Covenants, Conditions and Restrictions for Eagle Ranch Community, Texas (the "Declaration"); and

WHEREAS, the Board of Directors of the Association adopted the Bylaws of the Association (the "Bylaws"); and

WHEREAS, Article XIV of the Bylaws provides for the regular meeting of the Membership of the Association to be held at least once (60%) per year of the eligible voting members of the Association and

WHEREAS, Article XIII of the Bylaws provides for the Membership of the Association to be held at least once (60%) per year of the eligible voting members of the Association and

AND WHEREAS, the Board of Directors of the Association has determined that it is in the best interests of the Association to amend the Bylaws as follows:

Article V, Section 1 of the Bylaws is amended to read as follows:

Section 1.1. The first meeting of the Membership of the Association shall be held on the first day of the month of January of each year, or, if January 1 is a day on which the Association is closed for business, the meeting shall be held on the first day of the month of February of each year. The meeting shall be held at such time and place as the Board of Directors shall determine. The meeting shall be held in person, or by such means as the Board of Directors shall determine. The meeting shall be held in person, or by such means as the Board of Directors shall determine. The meeting shall be held in person, or by such means as the Board of Directors shall determine.

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of the date 'first wptten ab!We.

E R PROPERTY OWNERS ASSOCIATION, INC.

By: Deborah L. Baker
Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Deborah L. Baker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas
My Commission Expires 5-25-17

Notary Public in and for the State of Texas (increase number of directors), et

4

EAGLE RANCH NEIGHBORHOOD RELATIONS COMMITTEE CHARTER:

WHEREAS, Article VIII, of the ER Property Owners Association, Inc's, ("Association's") Bylaws provides that "the affairs of the Association shall be conducted by the Board;

WHEREAS, Article VIII of the Bylaws states that the Board may delegate its powers and duties to *committees*, officers or employees as provided in these Bylaws;

WHEREAS, the Board of Directors deems it necessary and desirable and in the interest of the individual lot owners and the Association to establish a committee to advise and assist the Board in long range issues and future matters, both internal and external to the Association's specific responsibilities, that may have a bearing on the continued well being and efficient operation of the Association;

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES THAT a Neighborhood Relations Committee be established, having the following terms of reference:

I. RESPONSIBILITY: The Neighborhood Relations Committee shall serve at the pleasure of the Board of Directors. The primary purpose of the Neighborhood Relations Committee will be to stay informed on matters, internal and external, bearing on the future continued well being and efficient operation of the Association to include matters environmental, operational and of a community nature. The Committee shall advise the Board of any significant future matters having a direct or indirect bearing on the future of the Association and provide recommendations for subsequent action by the Association to the Board. Attention will be focused on preparing for major transition points in the Association's future. These points may include, for example, termination of the developer's veto power or departure of the developer. The Committee shall study specific issues and perform such other tasks as from time to time are directed by the Board.

II. MANNER OF ORGANIZATION:

A. Membership:

1. The Neighborhood Relations Committee shall consist of at least five (5) and no more than seven (7) members appointed by the Board. For the purpose of conducting its business, a simple majority of members shall constitute a quorum.

2. Committee members shall be lot owners in ER Property Owners Association, Inc. However, they may not simultaneously be members or spouses of members of the Association's Board of Directors. The Management Agent will be an ex-officio, non-voting member and will act as an advisor to the Committee.

3. Members of the Board of Directors shall be informed of scheduled Committee meetings and may attend and participate in the meetings of the Committee but may not vote on any motion before the Committee.

B. Terms:

1. The Neighborhood Relations Committee members shall normally serve a term of three (3) years and shall be eligible to serve no more than two (2) terms consecutively.

2. In an effort to promote continuity, terms should be staggered so that one-third or the closest number to one-third of the Committee membership is appointed or reappointed each year.

3. Terms of committee members will begin on May 1 and end on April 30.

C. The Neighborhood Relations Committee Chair shall be a member of the Committee, shall be appointed annually by the Board of Directors and shall serve no more than two (2) consecutive years in that position. The committee shall designate a Vice Chair who shall be approved by the Board of Directors. Meetings without the presence of the Chair are not anticipated; however, should such an occasion occur, the Vice Chair shall lead the meeting.

D. The Board may remove a member of the Committee, with or without cause. Vacancies may be filled by appointment by the Board.

E. The Committee Chair will designate a recorder from among the Committee members. The recorder shall be responsible for maintaining Committee records, minutes of meetings, and assisting the Chair in preparing quarterly reports and annual outlooks to the Board of Directors.

F. Other positions on the committee will include Garden Club Rep, Traffic Committee Rep, and Webmaster.

III. MANNER OF OPERATION: The Committee shall conduct its business in the best interest of the Association and in accordance with this Charter, the Association's Declaration, Bylaws and Rules and Regulations. However, any recommendation to the Board shall be forwarded only when a quorum is present. The Committee will take no action on behalf of the Association without the prior authorization of the Board as reflected in the Association's minutes.

A. Function of the Chair: Functions of the Chair shall include the following:

1. Coordinate all Committee activities and preside at all Committee meetings.
2. Prepare required reports to the Board.
3. Represent the committee to the Board
4. Prepare annual budget proposals, if applicable, and submit to the Finance Committee and Management Agent as requested.

B. Meetings:

1. The committee will meet as often as deemed necessary by the Chair and at least quarterly with notice to the Board of Directors.
2. The Committee will determine its own meeting agenda.
3. Except as provided in the Code of Texas for convening in executive session, all meetings shall be open to all members of the Association. Notice of each meeting shall be provided to the Management Agent in time for publication to the membership. At least one copy of the agenda and any supporting material shall be made available for inspection by the membership at each meeting of the committee.

C. Areas of Interest:

1. The primary function of the Committee shall be to assist the Board of Directors with the development and maintenance of a viable Improvement Plan for the Association.
2. The Committee will also coordinate activities for the neighborhood throughout the year.
3. The Committee may from time to time consult with the Board, other Committees of the Association, and property owners of ER Property Owners Association, Inc. to obtain information necessary to carrying out its tasks and functions.

D. Reporting:

1. The Committee will provide quarterly reports, as requested, summarizing its activity to the Board.
2. The recorder or interim recorder shall prepare and submit through the Chair minutes of all Committee meetings. Copies of *all* approved meeting minutes shall be delivered to the Management Agent and Board of Directors as soon as practical.

IN WITNESS WHEREOF, this Eagle Ranch Neighborhood Relations Committee Charter Resolution is hereby executed by a duly authorized officer of the Association on this 7th day of DECEMBER, 2011.

ER Property Owners Association, Inc.

By: 64b

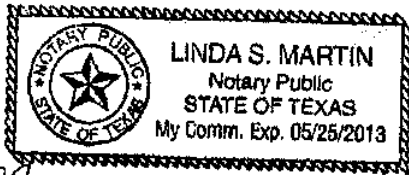
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ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF frfs §
(far §)

BEFORE ME, the undersigned authority, a Notary Public in and/or. he said county and state, on this day personally appeared • J L ., .S; ' , 1 President of ER Property Owners Association. Inc, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this /) !} day of December, 2011



Linda S. Martin
Notary Public in and for the State of Texas

My Commission Expires: Gb'5-;/;) of 3.

**ER Property Owners Association, Inc.
Charter Resolution**

IT IS **FURTHER RESOLVED** that the enclosed Committee Charter replaces and supersedes in all respects all prior Charters with respect to the Eagle Ranch Neighborhood Relations Committee and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the forgoing Charter resolution was adopted by the ER Property Owners Association, Inc, Board of Directors at a meeting of same on , 2011, and has not been modified, rescinded or revoked.

Alberca X Baker
Secretary

December 7, 2011
Date

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE {817} 884-1195

E R PROPERTY OWNERS ASSOC INC
C/O WATERMARK REAL ESTATE GRP
3523 MCKINNEY AVE 214
DALLAS, TX 75204

Submitter: E R PROPERTY OWNERS
ASSOC INC

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

Filed For Registration: 12/28/2011 9:51 AM

Instrument #: 0211311977

OPR 5 PGS \$28.00

By: Mary Louise Garcia

0211311977

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.

Prepared by: DBWARD

BYLAWS
OF
E R PROPERTY OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

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**BYLAWS
OF
E R PROPERTY OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I
NAME AND LOCATION**

The name of the association is E R Property Owners Association, Inc. (the "**Association**"). The Association is a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The principal office of the Association shall be located at 8101 Boat Club Road, Suite 330, Fort Worth, Texas 76179, but meetings of Members and directors may be held at such places within or without the State of Texas as may be designated by the Board of Directors of the Association (the "**Board**").

**ARTICLE II
PURPOSE AND PARTIES**

Section 2.01. Purpose. The purpose for which the Association is formed is to govern that certain real property situated in Tarrant County, Texas, described in that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (as the same may hereafter be amended, the "**Declaration**"), recorded by The Estates of Eagle Mountain, Ltd., a Texas limited partnership ("**Declarant**") in Register DR93, Instrument D199275037, et seq., of the Deed Records of Tarrant County, Texas, said property, together with any other property hereafter made subject to the terms of the Declaration in accordance with the terms thereof, referred to in the Declaration and herein as the "**Property**."

Section 2.02. Parties. All present or future Owners, tenants or future tenants of any Lot, or any other person who might use in any manner the facilities of the Property are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot, or the mere act of occupancy of a Lot, by any person or entity will signify that these Bylaws are accepted, approved, ratified, and will be complied with by such person or entity.

**ARTICLE III
DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS**

Section 4.01. 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 the Declaration, the Articles of Incorporation, these Bylaws, and Association Rules. Membership in the Association ("**Membership**") shall be appurtenant to and shall run with the Property interest which qualifies the Owner for Membership, and may not be separated from the interest of such Owner in and to any portion

of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, that a Member's voting rights, as herein described, or privileges in Common Elements, or both, may be regulated or suspended as provided in the Declaration, these Bylaws, and/or the rules and regulations promulgated thereunder. 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.

Section 4.02. 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. In the event an Owner should fail or refuse to transfer the Membership registered in such Owner's name to the transferee, the Association shall have the right to record the transfer upon its books and records.

Section 4.03. Voting Rights. Each Owner other than Declarant shall have, as a Member of the Association, a number of votes equal to the number of Assessments Points associated with all of the Lots owned by such Owner, as provided in the Declaration. 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, as provided in the Declaration. Votes may be cast for all other matters to be voted on by the Owners pursuant to the Declaration and these Bylaws. Voting required pursuant to these Bylaws shall be the vote of all Owners, including Declarant, to obtain the majority (or other specified fraction or percentage required by these Bylaws or the Declaration) of the total eligible votes of the Association.

Section 4.04. Multiple Owner Votes. Where there are multiple Owners of a Lot, it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such Lot nor may fractional votes be cast. For example, where three persons own a Lot, they shall jointly be entitled to vote the one vote allocated to such Lot and shall not be entitled to cast a full vote each. When more than one person or entity owns the interest or interests in and to any Lot, as required for Membership in the Association, each and every person or entity shall be a Member, and the votes for any such Lot as allocated by Assessment Points shall be exercised as they, among themselves, collectively determine and they shall designate one person to cast the vote or execute a written consent, as applicable. The Owners of such Lot will notify the Association, in writing, of the person so designated. Such notice will not be valid unless signed by all Owners of such Lot. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

If such Owners are unable to agree among themselves as to how the votes for their Lot shall be cast, such Owners shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such Lot on any matter in question, none of such votes shall be counted in tabulating votes on such matter and the votes for such Lot shall be deemed void.

Section 4.05. Suspension of Voting Rights. The voting rights of any Member may be suspended by the Board for any period during which any assessment levied by the Association remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment. The voting rights of any Member

may also be suspended by the Board for a period not to exceed sixty (60) days for an infraction of the rules and regulations set forth in the Declaration.

Section 4.06. Quorum, Notice and Voting Requirements.

(a) Any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half C» of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than thirty (30) days following the first meeting.

(c) Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(d) Except as specifically set forth in these Bylaws, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and the Declaration, as the same may be amended from time to time.

Section 4.07. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Thereafter, annual meetings shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association's prior fiscal year. The time and place of all annual meetings shall be determined by the Board. The Board shall give written notice of the place of holding of the meeting to all Members.

Section 4.08. Special Meetings. Special meetings of the Members may be called at any time by Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least sixty percent (60%) of the outstanding votes of the Members, regardless of class.

Section 4.09. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Proxies shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt by the Secretary of notice of the death or judicially declared incompetence of such Member. Unless otherwise provided in the proxy, no proxy shall be valid after the expiration of eleven

(11) months from the date thereof unless otherwise provided therein, except that the maximum term of any proxy shall be three (3) years from the date of execution.

Section 4.10. Action Without Meeting By Written Ballot. Any action which may be taken by the Members at a regular or special meeting, other than the election of directors, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by a sufficient number of Members as would be necessary to take that action at a meeting at which all of the Member were present and voted. Prompt notice of the taking of any action by the Members without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to the action.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors (herein, the "**Board**"), all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws, but may not be less than three (3) directors. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

Section 5.02. Term of Office. At the first meeting, the Members, voting regardless of class, shall elect two (2) directors for a term of one year each and one director for a term of two (2) years. At each annual meeting thereafter, the Members, voting regardless of class, shall elect to replace those directors whose terms have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year, all directors shall serve for a term of two (2) years.

Section 5.03. Removal. The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes. Any individual director may be removed from the Board, with or without cause, prior to the expiration of such director's term of office by a vote of Members holding a majority of the votes.

Section 5.04. Vacancies. Vacancies on the Board shall be filled subject to the following provisions:

(a) **Vacancies by Death or Resignation.** In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) **Vacancies by Removal.** Vacancies created by the removal of a director shall be filled only by a vote of Members holding a majority of the votes. Such director shall serve for the unexpired term of the removed director.

(c) **Vacancies by Increase in Directorships.** Any vacancy to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

Section 5.05. Indemnification of Officers and Directors. The Association shall indemnify directors, officers, employees and agents of the Association to the extent required and permitted by the Texas

Non-Profit Corporation Act, as the same may hereafter be amended from time to time. The Association may purchase and maintain insurance on behalf of any director or officer or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement, in connection with indemnification of directors and officers; provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this Section 5.05.

Section 5.06. Compensation and Loans. No director shall receive compensation for any service such director may render to the Association. However, directors shall be reimbursed for actual expenses incurred in the performance of their duties of office. No loans may be made by the Association to any officer or director of the Association.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 6.01. Nominations. Nominations for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it in its discretion shall determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner.

Section 6.02. Election of Board. The initial Board shall be set forth in the Articles of Incorporation of the Association. The first election of the Board shall be conducted at the first meeting of the Association. All positions on the Board shall be filled at that election. Thereafter, directors shall be elected by Members at the annual meeting. At such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETINGS OF DIRECTORS

Section 7.01. Regular Meetings. Regular meetings of the Board shall be held quarter-annually at such place within or without the State of Texas, and at such hour, as may be fixed from time to time by resolution of the Board. If the meeting date falls upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone, telegraph or facsimile communication equipment to the Board members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

Section 7.02. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

Section 7.03. Quorum. A majority of the total number of directors constituting the Board shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 7.04. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 7.05. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 7.06. Action Without Meeting and Telephone Meetings. The Board may take actions without a meeting if all of its members consent in writing to the action to be taken and may hold duly called meetings between directors by conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting shall constitute presence in person at such meeting, except where a person participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Further, the Board may take actions without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted. Prompt notice of the taking of any action by directors without a meeting by less than unanimous written consent shall be given to all directors who did not consent in writing to the action.

ARTICLE VIII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.01. Powers and Duties. The affairs of the Association shall be conducted by the Board. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the following powers, exercisable if, as and when the Board, in its sole discretion, deems necessary:

- (a) To take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the

Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, including, without limitation, such litigation as may be necessary to collect Assessments (including Fines) and foreclose liens for which provisions are made in the Declaration, the promulgation and enforcement of Association Rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, own, hold, control, administer, manage, operate, regulate, care for, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber, pledge or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or by acquisition by the Association shall become Common Elements, and all facilities, improvements and landscaping thereon, subject to and in accordance with the provisions of the Declaration;

(c) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(d) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and Common Elements;

(e) To borrow such money as may be reasonably required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Declaration and these Bylaws, which borrowing may be secured by assignment or pledge of the Association's assets, including the Association's rights against delinquent Owners to the extent deemed advisable by the Board;

(f) To own, deal with, and take action to protect and defend, Common Elements and other property of the Association from loss or damage by suit or otherwise and to sue and defend in any court of law on behalf of the Association or one or more of its Members;

(g) To create, establish, maintain and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all Common Elements, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, deems necessary or appropriate;

(h) To make, establish, promulgate, publish, amend, repeal and reenact and enforce such Bylaws and Association Rules as the Board deems to be in the best interest of the Association and its Members, for the protection, operation and governance of (i) the use of Common Elements, (ii) any and all aspects of the Association's functions and (iii) for the development, sale and operation of the Property and portions thereof and interests therein;

(i) To keep books and records of the Association's affairs; to make an unaudited annual report available (within one hundred twenty (120) days after the end of each fiscal year) to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

G) To elect the officers of the Association, as provided in these Bylaws;

(k) Subject to terms and provisions of the Declaration, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, **to the** Members in proportionate amounts to cover the deficiency;

(l) To delegate its powers and duties to committees, officers or employees as provided in these 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 (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(m) To enter into contracts with any sub-association established for a Subdivision 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;

(n) 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 the Board so elects, to collect from The Waterfront Homeowners Association a fee for such use;

(o) To suspend the voting rights of any Owners who have failed to pay their or who have otherwise violated the Declaration, these Bylaws or Association Rules;

(p) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class.

(q) To fill vacancies on the Board, in accordance with Section 5.04(a) hereof;

(r) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Elements and to provide such other services and tasks the responsibility for which has been expressly or impliedly delegated to the Association pursuant to the Declaration or these Bylaws;

(s) 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 the Declaration or for the purpose of maintaining or repairing any Improvement or facility to conform to the 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 the Declaration 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 the Declaration. The Association or Declarant is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suits against Declarant, its successors or assigns;

(t) To pay all expenses associated with the management and administration of the business and affairs of the Association and all other expenses for which provision is made in the Declaration, including, without limitation, to pay all expenses associated with the ownership and operation of Common Elements;

(u) To establish, levy, impose, enforce and collect Assessments as provided in the Declaration;

(v) To advance, promote and enhance the health, safety and general welfare of the Members of the Association and the residents of Subdivisions within the Property generally;

(w) To provide public or quasi-public services to be provided to Subdivisions. To itself provide equipment, facilities and personnel for or to contract with an independent contractor for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents of Subdivisions; and

(x) To preserve, protect, maintain and enhance the appearance and natural beauty of Common Elements and Subdivisions generally.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 9.01. Enumeration of Officers. The officers of the Association shall be as follows:

(a) A President, who shall at all times be a member of the Board;

(b) A Vice President, who shall at all times be a member of the Board;

(c) A Secretary, who may or may not be a member of the Board;

(d) A Treasurer, who may or may not be a member of the Board; and,

(e) Such other officers, who may or may not be members of the Board, as the Board may from time to time by resolution create.

Section 9.02. Multiple Offices. The offices of President and Secretary may not be held by the same person. The functions and the titles of the offices of Treasurer and Vice President may be performed and held by the President and/or the Secretary.

Section 9.03. Election of Officers. At its organizational meeting following the incorporation of the Association, the directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 9.04. Term. The officers shall be elected annually by the Board and each shall hold office for one year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 9.05. Special Appointments. The Board may elect such other officers or appoint such other agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 9.06. Resignation and Removal. Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.07. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 9.08. Duties. The duties of the officers are as follows:

(a) President. The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) perform such other duties as may be required by the Board.

(b) Vice President. The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and (ii) exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (ii) keep the corporate seal; of the Association and affix it on all papers requiring said seal, (iii) serve notice of meetings of the Board and of the Members; (iv) keep appropriate current records showing the Members of the Association together with their addresses; and (v) perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board.

ARTICLE X COMMITTEES

If permitted by the Declaration, The Board and/or the Declarant shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of the Declaration specifically setting forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members shall control the functions of the Architectural Control Committee. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association.

ARTICLE XII BOOKS AND RECORDS

Section 12.01. Inspection by Members. The Membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board may designate.

Section 12.02. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and,
- (c) Payment of the cost of reproducing copies of requested documents.

Section 12.03. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a director includes the right to make extra copies of documents.

ARTICLE XIII ASSESSMENTS

The provisions of the Declaration specifically setting forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments are incorporated herein by reference for all purposes.

**ARTICLE XIV
AMENDMENTS**

These Bylaws or the Articles of Incorporation may be amended by the 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 these Bylaws for so long as Declarant holds at least sixty percent (60%) of all eligible votes of the Association. After December 31, 2014, if Declarant no longer holds at least sixty percent (60%) of the eligible votes of the Association, these Bylaws and the Articles may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, as provided in Section 4.06 of these Bylaws, of at least sixty percent (60%) of the number of eligible votes entitled to be cast in the Association.

**ARTICLE XV
MISCELLANEOUS**

Section 15.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 15.02. Interpretation. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing nonprofit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and nonconflicting documents, such being the intent thereof.

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of ER Property Owners Association, Inc. , a Texas nonprofit corporation, and I do hereby certify that the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of the 26th day of October, 1999, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

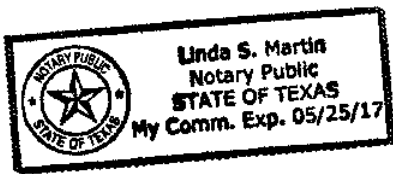
IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation as of this 26th day of October, 1999.

H. D. C. . Cl
Secretary

THE STATE OF TEXAS)
COUNTY OF TARRANT)

Before me, the undersigned authority, on this day personally appeared D'horri L&L:er, 2eudtur14 of Eagle Ranch Property Owners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this //fb. day of Stu.wg, 2014.



Linda S. Martin
Notary Public, State of Texas

L;nd:t_ S, IYlart/n
Printed Name

My Commission Expires: ;;' > . -/ /

AFTER RECORDING RETURN TO:

*E R PROPERTY OWNERS ASSOCIATION, INC
8200 Boat Club Rd, Suite 100
Fort Worth, TX 76179*

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford FortWorth, TX 76196-0401

PHONE (817) 884-1195

E R PROPERTY OWNERS ASSOCIATION INC
8200 BOAT CLUB RD STE 100
FORT WORTH, TX 76179

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

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

Filed For Registration: 6/25/2014 3:35 PM

Instrument#: 0214133363

OPR 17 PGS \$76.00

By: Mary Louise Garcia

0214133363

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.

Declaration of CC&R's

6

EAGLE RANCH PROPERTY OWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, the Board of Directors (the "Board") of Eagle Ranch Property Owners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for Eagle Ranch Development recorded as Instrument #: D199275037 of the Real Property Records of Tarrant County, Texas on November 2, 1999, as amended from time to time (the "Declaration"), for enforcement of any rules and regulations (the "rules and regulations") and for the levying of fines against owners violating the Declaration and the rules and regulations.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the restrictive covenants of the Declaration and the rules and regulations and for the elimination of violations of such provisions found to exist in, on and about the Lots within Eagle Ranch Development and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within Eagle Ranch Development.

1. **Establishment of Violation.** Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, By-Laws of the Association, Inc. (the "By-laws") or the rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.

2. **Report of Violation.** The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address and legal description, if available, of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least fourteen (14) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. Notice of Violation. If the Violation is not corrected or eliminated when the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery **and** by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

a. The nature, description and location of the Violation, including any property damage caused by the Owner.

b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed, common area privileges will not be suspended and that no further action will be taken.

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.

g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request to a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed

in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner and secured by the assessment lien of the Association described in the Declaration.

9. Fines. Subject to the provisions of this Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within Eagle Ranch Development which may include a progression of fines for repeat offenders.

b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration, the By-Laws or this Enforcement Policy.

c. Fines shall become the personal obligation of the Owner(s) and, if unpaid, shall constitute a lien against the violating Owner's Lot in favor of the Association.

d. The fine policy that will be enforced by the Board at this time will include a \$50 fine after expiration of the 30 day TROPA notice and the fine will increase to \$100.00, and \$150.00 thereafter for every thirty (30) day period in which the violation is not corrected.

10. Notices. As stated in Section 3 and 4 above, before the Association levies a fine or suspends an Owner's right to enjoy the common areas and amenities, written notice will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested. Subject to this requirement all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is allowed to be directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative

or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. A resale certificate shall be given upon request which specifically references the violation. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

11. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines incurred prior to correction of the violation, which costs and fines, if not paid upon demand therefor by Management, will be referred to the Board of Directors of the Association for collection.

12. Definitions. The definitions contained in the Declaration and By-Laws are hereby incorporated herein by reference.

IT IS **FURTHER RESOLVED** THAT THIS Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by a majority of the entire Board of Directors at a meeting of same on the 51 day of _____ 2014, and has not been modified, rescinded or revoked.

EAGLE RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit Association

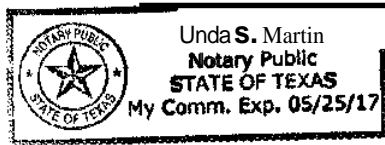
Deborah L. Baker
Name: Deborah L. Baker
Title: Secretary

THE STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the Cth day of _____, 2014 by _____ (title) of Eagle Ranch Property Owners Association, Inc., on behalf of said corporation.



Unda S. Martin
Notary Public In and For the State Of Texas

AFTER RECORDING RETURN TO:

***FirstService Residential
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219***

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

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

Filed For Registration: 6/25/2014 3:35 PM

Instrument #: 0214133372

OPR 7 PGS \$36.00

By: Mary Louise Garcia

0214133372

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

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Eagle Ranch Property Owners Association, Inc. COLLECTION POLICY

Eagle Ranch Property Owners Association, Inc. collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.*

Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 30th. Only issued to owners with a balance of \$10 or more. <ul style="list-style-type: none"> Interest is not calculated on balances under \$2. 	\$50.00 + 18% per annum + Collection Fee
2 ⁿ Formal Notice	<ul style="list-style-type: none"> Issued by the billing department as a late letter (typically 30 days after the Friendly Notice), sent via certified mail. Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. Only issued to owners with a balance of \$50 or more. <ul style="list-style-type: none"> A second late <u>statement</u> may be sent to owners prior to or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailin . 	18% per annum + Collection Fee
Demand Letter	<ul style="list-style-type: none"> This is a second 30-day collection notice (similar to the 2ⁿ Formal Notice); sent via certified mail. The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> <i>NOTE:</i> For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	18% per annum + Demand Letter Fee
Lien	<ul style="list-style-type: none"> The billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise,</i> (approximately 30 days after the mailing of the demand letter). The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. Processin<u>g</u> and filin<u>g</u> a lien with the county clerk can take up to 30 days. 	18% per annum + Transfer Fee + Attorney Fee
Foreclosure	<ul style="list-style-type: none"> <i>Authorization for Foreclosure must be Board-approved in writing.</i> <ul style="list-style-type: none"> The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. Processing an account for foreclosure can take more than 90 days There are two types of foreclosure available to Associations, judicial and expedited non-judicial. Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 11/1/2012. A homeowner has a six-month (180 day) period to redeem property that has been foreclosed b<u>y</u>, a<u>n</u>d, in<u>cl</u>uding the amount owed in full, includin<u>g</u> all 	18% per annum + Transfer Fee + Attorney Fee

- A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption.
 - If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict.
 - The Association can proceed with Authorization to Evict once the property has been foreclosed.
- **NOTE 1:** The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property.

(signature page to follow)

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors.

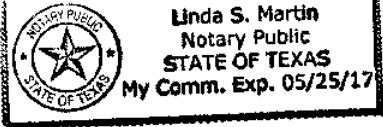
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Title: Prr

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STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of June,
2014, by Doreen L. Baker, Secretary of
Eagle Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Linda S. Martin
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Firs/Service Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford FortWorth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

**DO NOT DESTROY
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Filed For Registration: 6/25/2014 3:35 PM

Instrument #: 0214133364

OPR 4 PGS \$24.00

By: Mary Louise Garcia

0214133364

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.

Eagle Ranch Property Owners Association, Inc.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Eagle Ranch Property Owners Association, Inc., (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

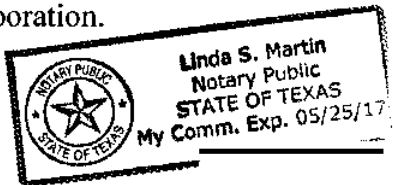
- I. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner's request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner's request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Deborah L. Linker
Name: *Deborah L. Linker*
Title: *Secretary*
Date: *June 11, 2014*

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11th day of June, 2014, by Deborah L. Linker, Secretary of Eagle Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Linda S. Martin
ifafily Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford FortWorth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

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Filed For Registration: 6/25/2014 3:35 PM

Instrument#: 0214133365

OPR 3 PGS \$20.00

By: Lf a- -6 _____

0214133365

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.

Eagle Ranch Property Owners Association, Inc.

Policy for Priority of Payments

WHEREAS, the Board of Directors (the "Board") of Eagle Ranch Property Owners Association, Inc. (the "Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 1. any delinquent assessment;
 2. any current assessment;
 3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 4. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
 5. any fines assessed by the Association;
 6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 - I. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the

basis for foreclosure;

2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (I);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

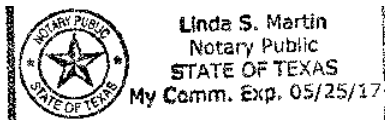
Name: _____
Title: _____
Date: _____

STATE OF TEXAS

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COUNTY OF f4R.JA.NT

This instrument was acknowledged before me on the .; rL / — day of J,
2014, by beborr11..L&J:er-, Se_tLtef.(Ll'y of
Eagle Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation. _____



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

Priority of Payments Policy

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

DO NOT DESTROY
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Filed For Registration: 6/25/2014 3:35 PM

Instrument #: 0214133366

OPR 3 PGS \$20.00

By: Mary Louise Garcia

0214133366

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.

Eagle Ranch Property Owners Association, Inc.

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Eagle Ranch Property Owners Association, Inc. (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under **1** T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event **1** T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

*Diskette--\$1. 00;
Magnetic tape--actual cost;
Data cartridge--actual cost;
Tape cartridge--actual cost;
Rewritable CD (CD-RW)--\$1.00;
Non-rewritable CD (CD-R)--\$1.00;
Digital video disc (DVD)--\$3.00;
JAZ drive--actual cost;
Other electronic media--actual cost;
VHS video cassette--\$2. 50;*

Audio cassette--\$1.00;

Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261 (b) of the Texas Government Code.

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(i) Two or more separate buildings that are not physically connected with each other; or

(ii) A remote storage facility.

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(DJ) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261 (a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261 (b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. Overhead charge.

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261 (a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

5. *Microfiche and microfilm charge.*

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. *Remote document retrieval charge.*

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(BI) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in/or time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. *Computer resource charge.*

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(BI) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(CJ) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(DJ) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a

mairiframe computer is used, and the processing time is 20 seconds, the charges would be as follows: \$1013 = \$3.33; or \$10160 x 20 = \$3.33.

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
- 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
- 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter 0, §3.341 and §3.342).*
- 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*

- B.** Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

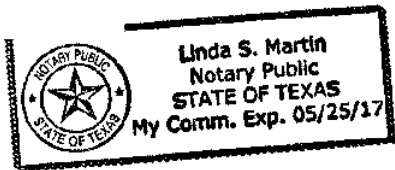
This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

[Handwritten Signature]
Name: *Debra L. Miller*
Title: *Secretary*
Date: *June 10, 2014*

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the // day of *J*, 2014, by *b-ebvr-rt>-Ll2.J<er, 5r:tlr 11..ry* of Eagle Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Handwritten Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

DO NOT DESTROY
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Filed For Registration: 6/25/2014 3:35 PM

Instrument #: 0214133367

OPR 8 PGS \$40.00

By: _____

Mary Louise Garcia

0214133367

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.



Eagle Ranch Property Owners Association, Inc.

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of Eagle Ranch Property Owners Association, Inc. (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.00S(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Laura F. Barber

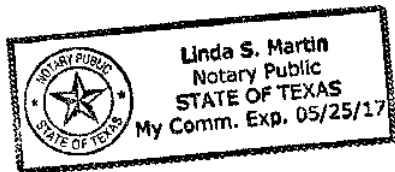
Name: *Deborah Baker*

Title: *Secretary*

Date: *6-11-14*

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the / day of June
__ 2014, by behort J L. /li/ <er, Se.tu-dtlr'f of
Eagle Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



L. J. ...
d# flldAI
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

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Filed For Registration: 6/25/2014 3:35 PM

Instrument #: 0214133368

OPR 3 PGS \$20.00

By: Mary Louise Garcia

0214133368

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.

3

EAGLE RANCH PROPERTY OWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF TARRANT

§

WHEREAS Eagle Ranch Property Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.11 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - a) the flag of the United States; and
 - b) the flag of the State of Texas; and
 - c) the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - a) flags for schools, sports teams, businesses or foreign countries; or
 - b) flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c) historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be

attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - a) in any location other than the Owner's property; or
 - b) within a ground utility easement or encroaching into an aerial easement; or
 - c) beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d) beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e) closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a) be ground mounted in the vicinity of the flag; and
 - b) utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c) points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - d) provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11th day of June, 2014.

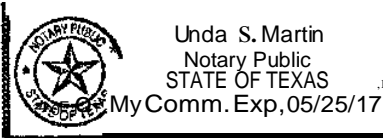
Deborah K. Baker
Name: Deborah K. Baker

T. "tj" e.
Eagle Ranch Property Owners Association, Inc.

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Deborah K. Baker,
fh fLI (title), of Eagle Ranch Property Owners Association, Inc., a Texas corporation, known to me to be
the person anJofficer whose name is su bscribed to the foregoing instrument and acknowledged to me that he/she had
executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the
capacity therein stated.

Given under my hand and seal of office this 11th day of June, 2014.



[Notarial Seal]

Unda S. Martin
Notary Public, State of Texas

Printed Name
My commission expires: 5-25-17

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

MARY LOUISE GARCIA

COUNTY CLERK



100WestWeatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

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Instrument #: 0214133371

OPR 4 PGS \$24.00

By: Mary Louise Garcia

0214133371

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.

EAGLE RANCH PROPERTY OWNERS ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Eagle Ranch Property Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.01 O") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

- d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

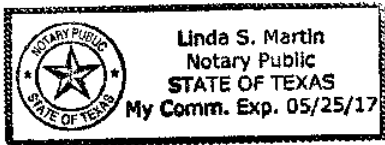
Approved and adopted by the Board on this 14th day of May 2014.

[Signature]
Name: Deborah Baker
Title: Secretary
Eagle Ranch Property Owners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Deborah Baker, Secretary (title), of Eagle Ranch Property Owners Association, Inc., a Texas corporation, known to me to be a person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of May 2014.



[Notarial Seal]

[Signature]

Notary Public, State of Texas

Linda S. Martin

Printed Name

My commission expires: 05/25/17

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE
STE 202
DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

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Instrument #: 0214133370

OPR 4 PGS \$24.00

By: Mary Louise Garcia

0214133370

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.

EAGLE RANCH PROPERTY OWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Eagle Ranch Property Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

- I. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11th day of July, 2014.

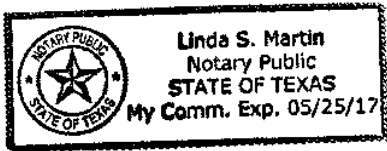
Deborah L. Baker
Name: Deborah L. Baker
Title: Secretary

Eagle Ranch Property Owners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared *Ddxirf,;:t.L &ker* ,
)ee-r (title), of Eagle Ranch Property Owners Association, Inc., a Texas corporation, known
to me to be te person and officer whose name is subscribed to the foregoing instrument and acknowledged to
me that he/she had executed the same as the act of said corporation for the purpose and consideration therein
expressed, and in the capacity therein stated.

Given under my hand and seal of office this */)fA*, day of *J*, 2014.



[Notarial Seal]

d:::L L>r!
Notary Public, State of Texas

Lld.a S. /tlll·ii
Printed Name

My commission expires: *5.;?£'-/7*

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

MARY LOUISE GARCIA

COUNTY CLERK



100WestWeatherford FortWorth, TX 76196-0401

PHONE (817) 884-1195

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DALLAS, TX 75219

Submitter: E R PROPERTY OWNERS
ASSOCIATION INC

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Instrument #: 0214133369

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By: Mary Louise Garcia

0214133369

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.

AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE RANCH

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Amendment is to the Covenants, Conditions and Restrictions for Eagle Ranch executed by The Estates of Eagle Mountain, Ltd., a Texas limited partnership ("Declarant") on October 26, 1999, and recorded at Volume 14081, Page 27, Official Public Records, Tarrant County, Texas (the "Covenants") for the purpose of clarifying Section 3.10 of the Covenants by adding at the end of Section 3.10, the following language:

"Notwithstanding anything to the contrary provided in subsections (h), (i) or (j) above, any prohibition against drilling for or removing oil, gas or other hydrocarbons from the Property apply only to the use of the surface of the Property and do not prohibit the drilling of horizontal wells where the wellbore will penetrate the subsurface of the Property."

Executed as of the ~~11~~ day of ~~April~~, 2007.

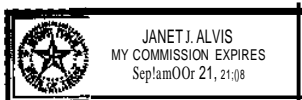
THE ESTATES OF EAGLE MOUNTAIN, LTD.,
a Texas limited partnership


By: DeSoto Wildwood Development, Inc., a
Texas corporation, its general partner

By: 
Gary J. Baker, President


STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the L.2. day of April, 2007 by Gary J. Baker, President of DeSoto Wildwood Development, Inc., a Texas corporation on behalf of said corporation, general partner on behalf of The Estates of Eagle Mountain, Ltd., a Texas limited partnership.




Notary Public, State of Texas

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Return to: son G. Kuba
6127 Green Jacket Dr.
N; It.# 1136
FortWorttl, TX 76137



BRYSON G KUBA
6127 GREEN JACKET DR #1136

FT.WORTH TX 76137

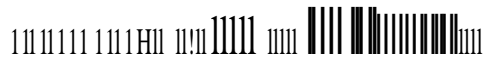
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RTC GF-DT-99C37180-DSG: mm

RESTRICTIVE COVENANT AMENDMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

That this RESTRICTIVE COVENANT AMENDMENT (hereinafter referred to as this "Amendment") is executed on this _____ day of September, 2000, by THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (hereinafter referred to as "Declarant"), by DeSOTO WILDWOOD DEVELOPMENT, INC., a Texas corporation, General Partner, by GARY J. BAKER, President, and is given to amend that certain "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE RANCH" ("Declaration") executed by Declarant on the 26th day of October, 1999, filed for record November 2, 1999 and recorded in Volume 14081, Page 27, Deed Records of Tarrant County, Texas, upon certain lots and blocks in TUE RANCH AT EAGLE MOUNTAIN ONE, THE RANCH AT EAGLE MOUNTAIN TWO, and THE RANCH AT EAGLE MOUNTAIN THREE as set forth in said Declaration and incorporated herein by this reference made thereto.

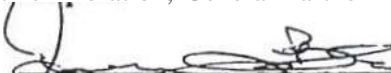
NOW, THEREFORE, the undersigned Declarant hereby amends 8.07 set forth on Page 30 of said Declaration to include the following:

"The lien securing assessments provided in this Declaration are also subordinate to second liens for the purposes of acquisition of the property and/or first and second liens for improvements to the property and/or renewal and extensions of same."

Executed as of the date first above written.

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

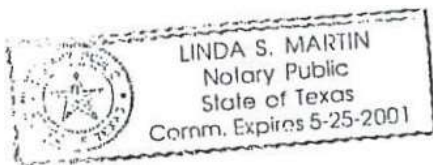
BY: DeSOTO WILDWOOD DEVELOPMENT, INC.,
a Texas corporation, General Partner

DY: 
Gary J. Baker, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of September, 2000, by GARY J. BAKER. President of DeSOTO WILDWOOD DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation, General Partner on behalf of THE STATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership.



Linda S. Martin
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
RATTIKIN & RATTIKIN, L.L.P.
Attorneys at Law
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Fort Worth, Texas 76102-3105

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O F F I C I A L R E C E I P T

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ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
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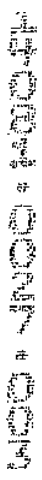
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE RANCH**

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1999 NOV -2 P 2:47
SUZANNE BENDERSON
COUNTY CLERK

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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:

1.1 Architectural Control Committee. "Architectural Control Committee" shall mean the committee created pursuant to Article VII of this Declaration.

1.2 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.

1.3 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.

1.4 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.

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

1.6 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.

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

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

1.9 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.

11/15/2017 10:00 AM

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

2.1 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).

2.2 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.

2.3 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:

DECLARATION

- (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.

2.4 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

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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;

(t) 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

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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 atlecling or perlaining to the grade, the now 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 tirut or other strucfli'e shall remam unfinished tor 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 th.is 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 restriction⁵ 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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;

- (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

7.1 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

7.2 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

7.3 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.

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

7.5 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.

7.6 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.

7.7 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.

7.9 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 11x 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

8.1 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 31st 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 (ii) 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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).

8.9 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 waive 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

9.1 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.

9.2 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.

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

9.4 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

10.1 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.

10.2 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.

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

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

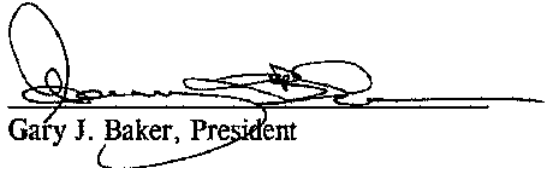
10.09 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day after a copy of the same has been deposited in the United 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.

OC *JJK* WITNESS WHEREOF, Declarant has executed this Declaration as of this *thy* of *lky*, 1999.

DECLARANT:

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

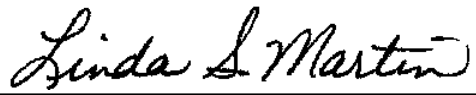
By: DESOTO WILDWOOD DEVELOPMENT, INC.,
a Texas corporation

By: 
Gary J. Baker, President

STATE OF TEXAS §
 §
COUNTY OF *C>ALLA.S* §

This instrument was acknowledged before me on the *J.{"f:b.* day of *IJobbe,r*, 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.

ft>:,v:: LINDA S. MARTIN
r.(\ i Notary Public
 State of Texas
:(TT.: Comm. Expires 5-25-2001



Notary Public, State of Texas

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 IR thru SR, Block D
Lots IR thru IIR, Block E
Lots I2 thru 23, Block E
Lots IR thru 7R, Block F
Lots 8 thru I0, Block F
Lots IIR thru I7R, Block F
Lots I 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 IR thru I2R, Block H
Lots I3 thru I9, Block H

THE RANCH AT EAGLE MOUNTAIN THREE

Lots I thru 25, Block A
Lots I thru IS, 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.

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RATTIKIN TITLE CO
611 THROCKMORTON ST
FT WORTH TX 76102

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -- D O N O T D E S T R O Y

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

T O : R A T T I K I N T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200034972	DR93	N C	11/02/1999	14:45

	INSTRUMENT	FEECD	INDEXED	TIME	
1	0199275037	WD	19991102	14:45	CK 13712

T O T A L D O C U M E N T S : 01 F E E S : 97.00

BY : X_

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.

Deeds/Miscellaneous

Supplemental Declaration
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE RANCH

WHEREAS, THE ESTATS OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (hereinafter called "Declarant"), has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (the "Declaration"), recorded in Volume 14081, Page 0027 of the Real Property Records of Tarrant County, Texas covering and pertaining to the real property in Tarrant County, Texas described on Exhibit "A" attached to the Declaration (the "Property");

WHEREAS, Declarant chooses to proceed with the addition of land pursuant to the provisions of Section 2.02 of the Declaration, and add to the coverage of the Declaration and to the definition of "Property" as defined in the Declaration the real property (the "**Additional Property**") described on **Exhibit "A-6"** attached hereto;

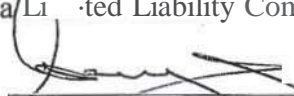
NOW, THEREFORE, Declarant makes and files this Supplemental Declaration and declares that the Additional Property shall be held, sold, conveyed and occupied subject to the matters set forth in the Declaration, which shall run with the Additional Property and be binding on all parties having any right, title, or interest in or to the Additional Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined in the Declaration) thereof; and that each contract or deed which may hereafter be executed with regard to the Additional Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such matters whether or not the same are set out or referred to in any such contract or deed.

1. **Exhibit "A-6"** attached hereto is hereby added as **Exhibit "A-6"** as Additional Property to the Declaration.
2. **Exhibit "B-9"** attached hereto is hereby added as Additional Restrictions for The Ranch at Eagle Mountain X affecting all Additional Property as shown in **Exhibit "A-6"**.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 6th day of August, 2008.

DECLARANT:
THE ESTATES OF EAGLE MOUNTAIN, LTD.
a Texas Limited Partnership

By: D ESO TO WILDWOOD DEVELOPMENT, LLC.
a Limited Liability Company, General Partner

By: 
Gary J. Baker, President

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 6th day of August, 2008, by Gary J. Balcer, President of Desoto Wildwood Development, LLC., a Texas Limited Liability Company, general partner of The Estates of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said company and limited partnership. 9x,_.

After recording, return to:
The Estates of Eagle Mountain, Ltd.
8200 Boat Club Road, Suite 100
Fort Worth, TX 76179

¬ary Public, st@fof Texas



EXIITBIT "A-6"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY COVERED BY DECLARATION:

BEING 17 LOTS DESIGNATED AS:

BLOCK A (9 LOTS) Lots 1,2, 3, 4, 5,6, 7, 8, 9

BLOCK B (8 LOTS) LOTS 1,2, 3, 4, 5, 6, 7, 8,

TOTAL OF SEVENTEEN (17) LOTS

THE RANCH AT EAGLE MOUNTAIN, A SUBDIVISION OF 11.80 ACRES, 17 RESIDENTIAL LOTS, CITY OF FORT WORTH, COUNTY OF TARRANT, TEXAS. ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 12557 and 12558 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

EXHIBIT "B-9"

Restrictions for The Ranch at Eagle Mountain X

The Ranch at Eagle Mountain X 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 X, and the 17 lots known as:

Lots 1 - 9, Block A; and Lots 1 - 8 , Block B; according to the final plat for The Ranch at Eagle Mountain as filed March 24, 2008, in Cabinet A, Slide 12557 and 12558, of the plat records of Tarrant County, Texas.

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
Minimum roof pitch:	8 / 12
Minimum Setbacks:	Minimum 25 foot setback off front property line Minimum 5 foot side yard setback
Garage:	Minimum 2 car garage; unless the Architectural Control Committee has provided written authorization otherwise, all garage doors must be installed to prevent the doors from facing the street.
Roofs:	All roofs shall be constructed of clay tile, cement tile, slate, standing seam copper, 30 year architectural dimensional shingle or otherwise approved by the Architectural Control Committee, in its sole discretion. Roof colors shall be weathered gray unless otherwise approved by the Architectural Control Committee.
Building Materials:	All Single Family Units shall be constructed of 75% stone or masonry or other masonry-type materials to achieve approval by the Architectural Control Committee.
Sidewalks:	Sidewalks shall be four feet (4') wide and extend the full width of each Single Family Residential Lot and will comply with City codes.
Fencing:	All 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. All fence posts shall be on the inside of the property to keep them from being visible to the street.



THE ESTATES OF EAGLE MOUNTAIN LTD
8200 BOAT CLUB RD, STE 100

FORT WORTH TX 76179

Submitter: THE ESTATES OF EAGLE MOUNTAIN

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

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

Filed For Registration: 08/06/2008 01:55 PM
Instrument #: 0208307149
0 PR 4 PGS \$24.00

By: _____

11 1111111111

02083071 49

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.

Printed by: OS

fLJ.

Supplemental Declaration
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE RANCH
Tf.RRA ...
"v If U S

WHEREAS, THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (the "Declarant"), has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (the "Declaration"), recorded in Volume 14081, (91.f)P. fil£tRN}

County, Texas described on Exhibit "A" attached to the Declaration (the "Property") Property Records of Tarrant County, Texas covering and pertaining to the real property in Gt£BIfut

WHEREAS, Declarant chooses to proceed with the addition of land pursuant to the provisions of Section 2.02 of the Declaration, and add to the coverage of the Declaration and to the definition of "Property" as defined in the Declaration the real property (the "Additional Property") described on Exhibit "A-5" attached hereto;

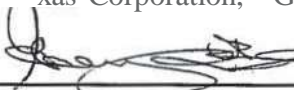
NOW, THEREFORE, Declarant makes and files this Supplemental Declaration and declares that the Additional Property shall be held, sold, conveyed and occupied subject to the matters set forth in the Declaration, which shall run with the Additional Property and be binding on all parties having any right, title, or interest in or to the Additional Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined in the Declaration) thereof; and that each contract or deed which may hereafter be executed with regard to the Additional Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such matters whether or not the same are set out or referred to in any such contract or deed.

- 1. Exhibit "A-5" attached hereto is hereby added as Exhibit "A-5" as Additional Property to the Declaration.
- 2. Exhibit "B-8" attached hereto is hereby added as Additional Restrictions for The Ranch at Eagle Mountain VII affecting all Additional Property as shown in Exhibit "A-5".

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 24th day of June, 2005.

DECLARANT:
THE ESTATES OF EAGLE MOUNTAIN, LTD.
a Texas Limited Partnership

By: DESOTO WILDWOOD DEVELOPMENT, INC.
a Texas Corporation, General Partner

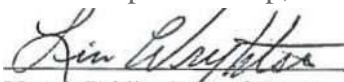
By: 
Gary J. Baker, President

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 24th day of June, 2005, by Gary J. Baker, President of Desoto Wildwood Development, Inc., a Texas corporation, general partner of The Estates of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

After recording, return to:

The Estates of Eagle Mountain, Ltd.
8200 Boat Club Road, Suite 100
Fort Worth, TX 76179


Notary Public, State of Texas

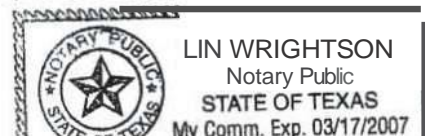


EXHIBIT "A-5"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY COVERED BY DECLARATION :

BEING 91 LOTS DESIGNATED AS:

BLOCK H (31 LOTS) Lots 20,21, 22, 23, 24, 25, 26,27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37,38, 39, 40, 41, 42, 43, 44, 45,46, 47, 48, 49, 50

BLOCK DD (28 LOTS) LOTS 1,2, 3,4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,22, 23, 24, 25, 26,27, 28

BLOCK O (32 LOTS) LOTS 7, 8, 9, 10,11, 12, 13, 14, 15,16, 17, 18, 19, 20, 21, 22,23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38

TOTAL OF NINETY ONE (91) LOTS

THE RANCH AT EAGLE MOUNTAIN, A SUBDIVISION OF 12.927 ACRES, 91 RESIDENTIAL LOTS, CITY OF FORT WORTH, COUNTY OF TARRANT, TEXAS. ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 10083, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

EXHIBIT "B-8"

Restrictions for The Ranch at Eagle Mountain IX

The Ranch at Eagle Mountain IX 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 IX, and the 91 lots known as:

Lots 20 - 50, Block H; Lots 1-28, Block DD; and Lots 7 - 38 , Block Q; according to the final plat for The Ranch at Eagle Mountain as filed April 15, 2005, in Cabinet A, Slide 10083, of the plat records of Tarrant County, Texas.

Minimum No. of Square Feet:	1,100 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 or Side Entry; 1 or 2 car garages
Roofs:	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 stone or masonry or other masonry-type materials to achieve approval 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:	All 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.



THE ESTATES OF EAGLE MOUNTIAN LTD
8200 BOAT CLUB RD #100

SAGINAW TX 76179

Submitter: DENISE NOBLE

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

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

Filed For Registration: 06/27/2005 04:50 PM
Instrument#: 0205182011
OPR 4 PGS \$18.00

By: 

|||||

0205182011

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.

Supplemental Declaration
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE RANCH

WHEREAS, THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (hereinafter called "Declarant"), has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (the "Declaration"), recorded in Volume 14081, Page 0027 of the Real Property Records of Tarrant County, Texas covering and pertaining to the real property in Tarrant County, Texas described on Exhibit "A" attached to the Declaration (the "Property");

WHEREAS, Declarant chooses to proceed with the addition of land pursuant to the provisions of Section 2.02 of the Declaration, and add to the coverage of the Declaration and to the definition of "Property" as defined in the Declaration the real property (the "**Additional Property**") described on Exhibit "A-4" attached hereto;


NOW, THEREFORE, Declarant makes and files this Supplemental Declaration and declares that the Additional Property shall be held, sold, conveyed and occupied subject to the matters set forth in the Declaration, which shall run with the Additional Property and be binding on all parties having any right, title, or interest in or to the Additional Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined in the Declaration) thereof; and that each contract or deed which may hereafter be executed with regard to the Additional Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such matters whether or not the same are set out or referred to in any such contract or deed.

1. **Exhibit "A-4"** attached hereto is hereby added as **Exhibit "A-4"** as Additional Property to the Declaration.
2. **Exhibit "B-7"** attached hereto is hereby added as Additional Restrictions for The Ranch at Eagle Mountain VII affecting all Additional Property as shown in **Exhibit "A-4"**.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 27th day of October, 2004.

DECLARANT:
THE ESTATES OF EAGLE MOUNTAIN, L.L.P.
a Texas Limited Partnership


By: DESOTO WILDWOOD DEVELOPMENT, INC.
a Texas Corporation, General Partner

By: 

Gary J. Baker, President

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of October, 2004, by Gary J. Baker, President of Desoto Wildwood Development, Inc., a Texas corporation, general partner of The Estates of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.


Notary Public, State of Texas

After recording, return to:
The Estates of Eagle Mountain, Ltd.
8101 Boat Club Road, Suite 330
Fort Worth, TX 76179

UMWRIGBTSON
Notary Public
State of Texas
Comm. Expires 3-17-2007

EXHIBIT "A-4"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY COVERED BY DECLARATION:

BEING 155 LOTS DESIGNATED AS:

BLOCK I (12 LOTS) Lots 1, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74

BLOCK K (17 LOTS) LOTS 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37

BLOCK N (19 LOTS) LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44

BLOCK X (12 LOTS) LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

BLOCK Y (19 LOTS) LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

BLOCK Z (24 LOTS) LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25

BLOCK AA (30 LOTS) LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31

BLOCK BB (7 LOTS) LOTS 1, 2, 3, 4, 5, 6, 7

BLOCK CC (15 LOTS) LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,

TOTAL OF ONE HUNDRED FIFTY FIVE (155) LOTS

THE RANCH AT EAGLE MOUNTAIN, A SUBDIVISION OF 35.396 ACRES, 155 RESIDENTIAL LOTS, CITY OF FORT WORTH, COUNTY OF TARRANT, TEXAS. ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 9547, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

EXHIBIT "B-7"

Restrictions for The Ranch at Eagle Mountain VII

The Ranch at Eagle Mountain VII 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 VII, and the 155 lots known as:

Lots 1-31, Block AA; Lots 1-7, Block BB; Lots 1-15, Block CC; Lot 1 & 66-74, Block I; Lots 21 -37, Block K; Lots 25-44, Block N; Lots 1-12, Block X; Lots 1-19, Block Y; & Lots 1-25, Block Z; according to the final plat for The Ranch at Eagle Mountain as filed September 17, 2004, in Cabinet A, Slide 9547, of the plat records of Tarrant County, Texas.

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

For only the 81 specific lots known as Lots 1-31, Block AA; Lots 1-7, Block BB; Lots 1 & 64-74, Block I; Lots 25-44, Block N; and Lots 12-25, Block Z ; the following square feet will apply:

Minimum No. of Square Feet: 1,300 square feet of enclosed, air conditioned and heated living space, exclusive of porches, decks, garages, and carports

Maximum No. of Square Feet: 2,400 square feet

Minimum roof pitch: 6 / 12

Minimum Setbacks: Minimum 20 foot setback off front property line
Minimum 5 foot side yard setback

Garage: Front or Side Entry; Minimum 2 car attached garage

Roofs: 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 75% 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: All 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.



THE ESTATE OF MOUNTAIN
8101 BOAT CLUB ROAD STE 30

FORT WORTH TX 76179

Submitter: THE TATES

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

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

Filed For Registration: 11/23/2004 11:32 AM
Instrument #: 0204365651
DPR 4 PGS \$18.00

By: _____

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020 4365651

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

18

Supplemental Declaration
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE RANCH

WHEREAS, THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (hereinafter called "Declarant"), has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (the "Declaration"), recorded in Volume 14081, Page 0027 of the Real Property Records of Tarrant County, Texas covering and pertaining to the real property in Tarrant County, Texas described on Exhibit "A" attached to the Declaration (the "Property");

WHEREAS, Declarant chooses to proceed with the addition of land pursuant to the provisions of Section 2.02 of the Declaration, and add to the coverage of the Declaration and to the definition of "Property" as defined in the Declaration the real property (the "**Additional Property**") described on Exhibit "A-3" attached hereto;

NOW, THEREFORE, Declarant makes and files this Supplemental Declaration and declares that the Additional Property shall be held, sold, conveyed and occupied subject to the matters set forth in the Declaration, which shall run with the Additional Property and be binding on all parties having any right, title, or interest in or to the Additional Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined in the Declaration) thereof; and that each contract or deed which may hereafter be executed with regard to the Additional Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such matters whether or not the same are set out or referred to in any such contract or deed.

- 1. **Exhibit "A-3"** attached hereto is hereby added as **Exhibit "A-3"** as Additional Property to the Declaration.
- 2. **Exhibit "B-6"** attached hereto is hereby added as Additional Restrictions for The Ranch at Eagle Mountain VI affecting all Additional Property as shown in **Exhibit "A-3"**.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 13th day of October, 2003.

DECLARANT:
THE ESTATES OF EAGLE MOUNTAIN, LTD.
a Texas Limited Partnership

By: DESOTO WILDWOOD DEVELOPMENT, INC.
a Texas Corporation, General Partner

By: ~~_____~~ *a*
Gary J. Baker, President

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the ~~7-A~~ 13th day of October, 2003, by Gary J. Baker, President of Desoto Wildwood Development, *Inc.*, a Texas corporation, general partner of The Estates of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

After recording, return to:
The Estates of Eagle Mountain, Ltd.
8101 Boat Club Road, Suite 330
Fort Worth, TX 76179

NOT PUBLIC TO TARRANT COUNTY

LIN WRIGBTSON
Notary Public
State of Texas
Comm. F.Y. 0175M

EXHIBIT "A-3"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY COVERED BY DECLARATION:

BEING 42 LOTS DESIGNATED AS:

BLOCK V, LOTS 1 THROUGH 8

BLOCK V, LOTS 10 THROUGH 28

BLOCK W, LOTS 1 THROUGH 15

THE RANCH AT EAGLE MOUNTAIN, A SUBDIVISION OF 12.98 ACRES, 42 RESIDENTIAL LOTS, CITY OF FORT WORTH, COUNTY OF TARRANT, TEXAS. ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 8587, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

EXHIBIT "B-6"

Restrictions for The Ranch at Eagle Mountain VI

The Ranch at Eagle Mountain VI 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 VI, and the 42 lots known as:

Lots 1 through 8, Block V; Lots 10 through 28, Block V; Lots 1 through 15, Block W; according to the final plat for The Ranch at Eagle Mountain as filed August 22, 2003, in Cabinet A, Slide 8587, of the plat records of Tarrant County, Texas.

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

Minimum roof pitch: 8 / 12

Minimum Setbacks: Minimum 20 foot setback off front property line
Minimum 5 foot side yard setback

Garage: Side Entry or Rear Entry
Minimum 2 car garage

Roofs: All roofs shall be constructed of clay tile, cement tile, slate, standing seam copper, 30 year 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 75% 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: Unless specifically approved by the Architectural Control Committee, all fencing at the rear of each lot in Block V shall be wrought iron to allow a view of the land around these lots. Other 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.

0203390608
THE ESTATES OF EAGLE MTN LTD
8101 BOAT CLUB RD 330
SAGINAW TX 76179

. - * A R N I N G - T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -- D O N O T D E S T R O Y

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

T O : EAGLE MOUNTAIN LTD

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
204027157	DR92	OW	10/17/2003	12:39

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	0203390608	WO	20031017	12:39	CK 2027*

T O T A L D O C U M E N T S : 01 F E E S : 18.00

B Y: _____

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

18

Supplemental Declaration
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE RANCH

1000 JUNO 2003

WHEREAS, THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (hereinafter called "Declarant"), has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (the "Declaration"), recorded in Volume 14081, Page 0027 of the Real Property Records of Tarrant County, Texas covering and pertaining to the real property in Tarrant County, Texas described on Exhibit "A" attached to the Declaration (the "Property");

WHEREAS, Declarant chooses to proceed with the addition of land pursuant to the provisions of Section 2.02 of the Declaration, and add to the coverage of the Declaration and to the definition of "Property" as defined in the Declaration the real property (the "**Additional Property**") described on Exhibit "A-2" attached hereto;

NOW, THEREFORE, Declarant makes and files this Supplemental Declaration and declares that the Additional Property shall be held, sold, conveyed and occupied subject to the matters set forth in the Declaration, which shall run with the Additional Property and be binding on all parties having any right, title, or interest in or to the Additional Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined in the Declaration) thereof; and that each contract or deed which may hereafter be executed with regard to the Additional Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such matters whether or not the same are set out or referred to in any such contract or deed.

1. **Exhibit "A-2"** attached hereto is hereby added as **Exhibit "A-2"** as Additional Property to the Declaration.
2. **Exhibit "B-5"** attached hereto is hereby added as Additional Restrictions for The Ranch at Eagle Mountain V affecting all Additional Property as shown in **Exhibit "A-2"**.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 18th day of October, 2003.

DECLARANT:
THE ESTATES OF EAGLE MOUNTAIN, LTD.
a Texas Limited Partnership

By: DESOTO WILDWOOD DEVELOPMENT, INC.
a Texas Corporation, General Partner

By: ()
Gary J. Baker Sident

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 18th day of October, 2003, by Gary J. Baker, President of Desoto Wildwood Development, Inc., a Texas corporation, general partner of The Estates of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

After recording, return to:
The Estates of Eagle Mountain, Ltd.
8101 Boat Club Road, Suite 330
Fort Worth, TX 76179

Not a Public, State of Texas

IGNWRIGHTSON
Notary Public
State of Texas
Comm. Expires 3-17-2007

EXHIBIT "A-2"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY COVERED BY DECLARATION:

BEING 31 LOTS DESIGNATED AS:

BLOCK 0, LOTS 2 THROUGH 5

BLOCK P, LOTS 1 THROUGH 13

BLOCK P, LOTS 15 THROUGH 24

BLOCK P, LOTS 26 THROUGH 29

THE RANCH AT EAGLE MOUNTAIN, A SUBDIVISION OF 12.58 ACRES, 31 RESIDENTIAL LOTS, CITY OF FORT WORTH, COUNTY OF TARRANT, TEXAS. ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 8588, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

EXHIBIT "B-5"

Restrictions for The Ranch at Eagle Mountain V

The Ranch at Eagle Mountain V 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 V, and the 31 lots known as:

Lots 2 through 5, Block O; Lots 1 through 13, Block P; Lots 15 through 24, Block P; Lots 26 through 29, Block P; according to the final plat for The Ranch at Eagle Mountain as filed August 22, 2003, in Cabinet A, Slide 8588, of the plat records of Tarrant County, Texas.

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

Minimum roof pitch: 8 / 12

Minimum Setbacks: Minimum 20 foot setback off front property line
Minimum 5 foot side yard setback

Garage: Side Entry or Rear Entry
Minimum 2 car garage

Roofs: All roofs shall be constructed of clay tile, cement tile, slate, standing seam copper, 30 year 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 75% 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: Unless specifically approved otherwise by the Architectural Control Committee, fencing at the rear of Lots 6 through 26, Block P shall be wrought iron to promote a view of the land around these lots. Other fencing shall be constructed 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.

1400-228-0000

D203390607
THE ESTATES OF EAGLE MTN LTD
8101 BOAT CLUB RD 330
SAGINAW TX 76179

- A R N I N G - T H I S I S P A R T O F T H E O F F I C I A L R E C O R D - - D O N O T D E S T R O Y

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

T O : E A G L E M O U N T A I N L T D

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
204027156	DR92	DW	10/17/2003	12:38

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	D203390607	WD	20031017	12:38	CK 2027*

T O T A L D O C U M E N T S : 01 F E E S : 18.00

B Y 0 **L**

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 .

Supplemental Declaration
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLERANCH

WHEREAS, THE ESTATES OF EAGLE MOUNTAIN, LTD., a Texas limited partnership (hereinafter called "Declarant"), has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (the "Declaration"), recorded in Volume 14081, Page 0027 of the Real Property Records of Tarrant County, Texas covering and pertaining to the real property in Tarrant County, Texas described on Exhibit "A" attached to the Declaration (the "Property");

WHEREAS, Declarant chooses to proceed with the addition of land pursuant to the provisions of Section 2.02 of the Declaration, and add to the coverage of the Declaration and to the definition of "Property" as defined in the Declaration the real property (the "**Additional Property**") described on **Exhibit "A-1"** attached hereto;

NOW, THEREFORE, Declarant makes and files this Supplemental Declaration and declares that the Additional Property shall be held, sold, conveyed and occupied subject to the matters set forth in the Declaration, which shall run with the Additional Property and be binding on all parties having any right, title, or interest in or to the Additional Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined in the Declaration) thereof; and that each contract or deed which may hereafter be executed with regard to the Additional Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such matters whether or not the same are set out or referred to in any such contract or deed.

1. **Exhibit "A-1"** attached hereto is hereby added as **Exhibit "A-1"** as Additional Property to the Declaration.
2. **Exhibit "B-4"** attached hereto is hereby added as Additional Restrictions for The Ranch at Eagle Mountain IV affecting all Additional Property as shown in **Exhibit "A-1"**.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 28th day of March, 2003.

DECLARANT:
THE ESTATES OF EAGLE MOUNTAIN, LTD.
a Texas Limited Partnership

By: DESOTO WILDWOOD DEVELOPMENT, INC.
a Texas Corporation, General Partner

STATE OF TEXAS

By: Gary J. Baker, President

COUNTY OF TARRANT

Notary

[Signature]

This instrument was acknowledged before me on the { }th day of Yard-, 2003, by Gary J. Baker, President of Desoto Wildwood Development, Inc., a Texas corporation, general partner of The Estates of Eagle Mountain, Ltd., a Texas limited partnership, on behalf of said corporation and limited partner.

LINDA S. MART
Notary Public

State of Texas

After recording, return to: T/S

The Estates of Eagle Mountain, Inc. c/o Comm. Explorer & 212 EJQ
8101 Boat Club Road, Suite 330
Fort Worth, TX 76179

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY COVERED BY DECLARATION:

BEWG 206 LOTS DESIGNATED AS:

BLOCK D, LOTS 25 THROUGH 40

BLOCK I, LOTS 2 THROUGH 26

BLOCK I, LOTS 28 THROUGH 63

BLOCK J, LOTS 1 THROUGH 19

BLOCK J, LOT 38

BLOCK K, LOTS 1 THROUGH 20

BLOCK L, LOTS 1 THROUGH 40

BLOCK M, LOTS 3 THROUGH 27

BLOCK N, LOTS 1 THROUGH 24

THE RANCH AT EAGLE MOUNTAW, A SUBDIVISION OF 40.99 ACRES, 206 RESIDENTIAL LOTS, CITY OF FORT WORTH, COUNTY OF TARRANT, TEXAS. ACCORDING TO THE PLAT RECORDED W CABINET A, SLIDE 7657, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

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.

2025 AUG 15 10:41 AM

D203155170
THE ESTATE OF EAGLE MOUNTAIN
8101 BOAT CLUB RD 330
FORT WORTH TEXAS 76179

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A R R I N G - T H I S I S P A R T O F T H E O F F I C I A L R E C O R D - - D O N O T D E S T R O Y

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

T O : T H E E S T A T E O F E A G L E M O U N T A I N

RECEIPT NO	REGISTE	RECD-BY	PRINTED DATE	TIME
203307263	R DR93	CAP	05/02/2003	08:20

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	D203155170	WD	20030502	08:20	CA

T O T A L D O C U M E N T S : 0 1 F E E S : 1 3 . 0 0

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.