

**Second Amendment of Declaration of Covenants,  
Conditions and Restrictions  
For**

**Brentwood Estates' Homeowners  
In Keller, Texas  
Brentwood Estates Homeowners Association  
PO Box 1172  
Keller, Texas 76244**

**SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
State of Texas  
County of Tarrant**

Know all men by these presents:

That, whereas, Brentwood-Keller Associates (“Declarant”), a Texas joint venture, was the owner of all that certain real property (“Property”) located in Tarrant County, Texas, described with particularity on Exhibit A attached to the Original Declaration of Covenants, Conditions and Restrictions applicable to the Property, filed of record in Volume 8424, pages 1435-1451 of the Tarrant County Real Property Records, or any amendments or ratifications thereto and made a part hereof by this reference for all purposes; and

Whereas, Declarant and its successors have filed a Ratification of Declaration of Covenants, Conditions and Restrictions filed of record at Vol 8427, pages 377-380 in the Tarrant County Real Property Records, a Consent and Agreement filed at Volume 8941, pages 1746-1749 of the Tarrant County Real Property Records, and a First Amendment to the Declaration of Covenants, Conditions and Restrictions filed of record at Volume 9023, pages 356-358 of the Tarrant County Real Property Records. The Brentwood Estates Homeowners Association, a successor to Declarant, desires to amend and place certain covenants, conditions, restrictions, stipulations and reservations upon and against the Property in order to establish a uniform plan for the development, improvement and sale of the Property and to insure the preservation of such uniform plan for the benefit of both the present and future Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Property;

Now, Therefore, Declarant hereby declares, adopts and establishes, subject to the terms and conditions hereof, that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, stipulations and reservations, set forth in this Second Amendment of Covenants, Conditions and Restrictions (hereinafter “Declaration”) all of which are for the purpose of enhancing and protection the value, desirability and attractiveness of the Property and the Lots and that these covenants, conditions, restrictions stipulations and reservations shall run with the Property and the Lots and shall be binding on all parties having or requiring any right, title or interest in the Property, Lots or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner thereof, his heirs, grantees, distributees, successors and assigns.

## **ARTICLE I (One)**

### **DEFINITIONS**

The following words, when used in this Declaration or any supplemental declaration(unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

**1.01** “Association” shall mean and refer to the Brentwood Estates Homeowner’s Association, a Texas non-profit corporation, its successors and assigns.

**1.02** “Board” shall mean and refer to the Board of Directors of the Association as constituted pursuant to the Articles of Incorporation and bylaws of the Association.

**1.03** “Bylaws” shall mean the duly adopted bylaws of the Association, as may be modified or amended from time to time.

**1.04** “City” shall mean and refer to the City of Keller, Tarrant County, Texas.

**1.05** “Architectural Control Committee” shall mean and refer to the Architectural Control Committee established pursuant to Article VI of this Declaration.

**1.06** “Declaration” shall mean and refer to this Second Amendment of Declarations of Covenants, Conditions, and Restrictions.

**1.07** “Governmental Regulations” shall mean and refer to all applicable laws, ordinances, rules, regulations, or other requirements of all federal, state, and municipal governmental bodies and all departments, commissions, councils, boards, agencies, or other authorities thereof, including but not limited to, applicable zoning ordinances, building, fire, health, and safety codes, and other land use and development ordinances, codes, and regulations of the City.

**1.08** “Lot” shall mean and refer to any discreet parcel of property identified by lot number on the Plat, on which there is or will be built a single family residence.

**1.9** “Member” shall mean and refer to each member of the Association, each Owner of a Lot shall automatically be a Member.

**1.10** “Owner” shall mean and refer to any person or entity that owns fee simple title to any Lot or portion of a Lot including contract sellers, but excluding those having such interest merely as the security for the performance of an obligation.

**1.11** “Person” means any individual, partnership, corporation, trust, professional association, or other entity or association.

**1.12** “Plat” shall mean and refer to the plat and map of the Property recorded in Volume 388-174 at Page 4 of the Plat Records of Tarrant County, Texas.

**1.13** “Property” shall mean and refer to that certain tract of real property situated in the City of Keller, Tarrant County, Texas, as more particularly described on Exhibit A attached hereto.

## **Article II (Two)**

### **PROPERTY; ADDITIONAL PROPERTY**

**2.01 Ownership and Transfer of Property.** From and after the date this Declaration is recorded in the Deed Records of Tarrant County, Texas, the Property, and each Lot or other portion thereof, shall be owned, held, leased, sold, transferred, mortgaged, conveyed, demised, and otherwise used, developed, encumbered, or disposed of by any Owner and subsequent Owner thereof subject to the provisions hereof.

**2.02 Additions to Property by Merger or Consolidation.** Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, restrictions, stipulations, reservations, design standard, conditions, easements, and other provisions established by this Declaration within the properties affected thereby together with the covenants, restrictions, easements, conditions, stipulations, reservations, and provisions established with respect to any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, addition, or limitation to the restrictions, covenants, easements, conditions, stipulations, reservations, and other provisions established by this Declaration.

### Article III (Three)

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**3.01 Membership.** Each and every Owner of a Lot shall automatically become, and must thereafter remain, a Member in good standing of the Association.

**3.02 Classes of Voting Members.** The Association shall have two classes of voting membership:

- a) Class A Members shall be all Members. Class A Members shall be entitled to one (1) vote for each Lot owned by each such Person. When two (2) or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Class A Members, and the vote for such part of the Lot shall be exercised as provided in the Bylaws but in no event shall more than one (1) vote be cast with respect to each Lot in which such Members own undivided Interests.

**3.03 Voting, Quorum, and Notice Requirements.** The vote of the majority of the votes entitled to be cast by the Members present, or represented by valid proxy, at a properly constituted meeting at which a quorum is present, shall be the act of the Association. The number of votes present at a meeting that will constitute a quorum shall be as set forth in the Bylaws. Notice requirements for all actions to be taken by the Members of the Association shall be set forth herein or in its Bylaws.

**3.04 Assignment of Voting Rights.** Any Owner may assign its voting rights to a mortgagee as additional security, which assignment shall not be effective until written notice thereof is actually received by the Association, together with evidence of such mortgagee's entitlement to cast votes. Except for a collateral assignment of its voting rights to a mortgagee as aforesaid, no Member may assign or transfer its voting rights in the Association except in connection with a sale or transfer of the Lot to which such voting rights relate.

## Article IV (Four)

### COVENANTS FOR ASSESSMENTS

**4.01 Creation of the Lien and Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition for the Lot), to pay to the Association (or to an Independent entity or agency which may be designated by the Association to receive such monies): (1) regular annual assessments or charges; and (2) special assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the Person (and, in the case of a Lot owned by more than one Person, the joint and several obligation of all Persons) who was the Owner of such Lot at the time when such assessment first became due.

**4.02 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the enjoyment and welfare of the Owners and for the maintenance and improvement of the Property, and in particular for the

- 1) construction, maintenance and replacement, as necessary, of those Improvements (herein so called) specified on Exhibit B attached hereto and made a part hereof for all purposes;
- 2) paying the cost of labor, equipment, and material required for, and management and supervision of the Improvements;
- 3) carrying out the duties of the Board; and
- 4) carrying out the purposes of the Association as stated in its Articles of Incorporation and as stated herein.

**4.03 Basis and Amount of Annual Assessment.** Each year the Board shall set the aggregate amount of the annual assessment for the Association, taking into consideration, among other things, the then current maintenance costs, estimated increases in maintenance costs, and future needs of the Association. Each Owner shall pay his Pro Rata Share of the Association's annual assessment on or before the date specified in Paragraph 4.06 hereof.

**4.04 Vote Required for Increase in Maximum Rate of Annual Assessment.** The maximum amount of the annual assessment, as authorized by Paragraph 4.03 hereof, may be increased only upon approval by more than two-thirds (2/3) of the votes entitled to be cast by the Members present, voting in person or represented by valid proxy, at a meeting duly called for such purpose at which a quorum is present, written notice of which shall have been given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**4.05 Commencement Date of Annual Assessment.** The first annual assessment provided for herein shall be made for the calendar year 1986 on or before December 1, 1985 and shall continue thereafter from year to year.

**4.06 Due Date of Assessments.** The first annual assessment shall become due and payable on January 1, 1986. The assessments for any year thereafter shall become due and payable on January 1 of such year.

**4.07 Duties of the Board with Respect to Assessments.** In the event of the establishment or revision in the amount or rate of the regular annual assessment, the Board shall compute the amount of the assessment against each Lot and the applicable due date(s) for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment and each Owner's pro rata share shall thereupon be delivered or mailed to every Owner subject thereto. The Board shall, upon demand, at any time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be prima facie evidence of the payment of any assessment therein stated to have been paid.

**4.08 Owner's Personal Obligation for Payment of Assessments.** The annual assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments, and in the case of a Lot owned by two or more Persons, the joint and several obligation of each such Person. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such regular assessment, or any portion thereof, prior to the date such assessment becomes delinquent, the Owner of the lot shall be obligated to pay interest at the highest lawful rate (not to exceed 18% per annum) on the amount of the unpaid assessment from the due date thereof, together with all costs and expenses incurred by the Association in connection with the collection of such unpaid assessment, including attorney's fees.

**4.09 Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this Article but unpaid, shall, together with interest and the costs of collection as provided in Paragraph 4.08 hereof, thereupon shall become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner and his heirs, devisees, personal representatives, successors and assigns. Such lien shall be superior to all other liens and charges against the Lot in question, 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 improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien, which power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice thereof 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 Tarrant County, Texas. Such lien for payment of assessments shall attach with the priority set forth above from

the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, and/or the Association may institute suit against the Owner(s) personally obligated to pay the assessments. In any foreclosure or other proceeding for the collection of such unpaid assessments, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the lot 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 holding a lien on any part of the Lots, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

## **Article V (Five)**

### **GENERAL POWERS AND DUTIES OF THE BOARD**

**5.01 Powers and Duties of the Board.** The Board, for the mutual benefit of the Members, shall have the following powers and duties:

- a) To maintain or cause to be maintained the Improvements;
- b) To borrow funds to pay costs of operation, which borrowing may be secured by assignment or pledge of the rights of the Association against Owners who are delinquent in the payment of assessments;
- c) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- d) To sue or defend in any court of law on behalf of the Association;
- e) To make available to each owner within ninety (90) days after the end of each year an annual report and, upon the request of fifty one percent (51%) of the Members, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Member within sixty (60) days after completion;
- f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of this Declaration, the Bylaws or the Articles of Incorporation.
- g) To declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board;
- h) To retain the services of legal and accounting firms;
- i) To enforce the provisions of this Declaration and any rules, regulations, and standards made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;
- j) To take any and all other action and to enter into any and all other agreements or contracts as may be necessary or proper for the fulfillment of its obligations hereunder, for the operational protection of the Association, or for the enforcement of the covenants, restrictions, conditions, and other provisions set forth herein.

**5.02 Limitation of Liability.** Neither any Member, nor the Board, nor the directors (or any of them), nor the officers (if any) of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither the Association, its officers, directors, agents, nor employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portions thereof, or for failure to repair or maintain the same. The Association, or any other Person obligated to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements, or portions thereof. The officers and directors of the Association shall not be liable to the members of the Association for any mistake in judgment, except for breach of fiduciary duty, gross negligence, intentional misconduct or willful malfeasance in the performance of a duty. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that any member of the Association may be liable therefore).

**5.03 Reserve Funds.** The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operation expenses and may establish separate, irrevocable trust accounts in order to demonstrate that the amounts deposited therein are capital contributions and not income to the Association.

## **Article VI (Six)**

### **ARCHITECTURAL CONTROL**

**6.01 Architectural Control Committee.** The Association shall have an Architectural Control Committee (herein so called) consisting of not less than three (3) qualified Members who shall be natural persons, which Architectural Control Committee, and each member thereof, shall serve at the pleasure of the the Board, as the case may be, in accordance with Paragraph 6.02 hereof. During the time such Architectural Control Committee is appointed by Board.

**6.02 Appointment, Removal of Architectural Control Committee.** The members of the Architectural Control Committee shall be appointed, elected, and/or removed as follows:

- a) The Board shall have the exclusive power and right to appoint and remove members of the Architectural Control Committee and to fill vacancies thereon.

**6.03 Approval of Plans and Specifications.** No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property, or upon any Lot of Lots, nor shall an exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography, and consistency with Association's plan for development for the Property. All buildings, walls, fences, or other structures constructed on the Property shall be constructed in strict compliance with plans and specifications so approved. All buildings, fences, walls or other structures shall conform to the standards set forth herein unless a variance from such standards is expressly approved in writing by the Architectural Control Committee. All additions, renovations, modifications or other alterations to an improvement for which plans and specifications were submitted and approved are likewise to be reviewed and approved pursuant to this Paragraph 6.03.

**6.04 Contents of Plans and Specifications.** At least thirty (30) days prior to the construction of any structures or improvements on any Lot, two (2) sets of plans and specifications therefor shall be submitted to the Architectural Control Committee at such address as may be specified from time to time by the Architectural Control Committee. Such plans and specifications shall include, at a minimum, the following:

- a) Topographical plat showing contour grades (with one-foot contour intervals) and showing the location of all existing or proposed improvements, structures, walks, patios, driveways, fences, and walls. Existing and finished grades shall be shown at Lot corners and at corners of the proposed improvements or
- b) structures. Lot drainage provisions shall be included as well as cut and fill details if any appreciable change in the Lot contours is contemplated;
- c) Exterior elevations;
- d) Exterior materials, colors, textures, and shapes;
- e) Structural design;
- f) Landscaping plan, including walkways, fences, and walls, elevation changes, watering systems, vegetation, and ground cover;
- g) Parking areas and driveway plan;
- h) Screening, including size, location, and method;
- i) Utility connections, including routing of water, sanitary and storm sewer, electrical, and telephone lines and cables;
- j) Exterior illumination, including location, manufacturer's fixture number, and supporting photometric test data;
- k) Fire protection system; and
- l) Such other matters as may be required by the then applicable zoning code of the City, or requested by the Committee. The Architectural Control Committee may request, from time to time, such other or further information, detail, or data as it may deem reasonably necessary or appropriate in connection with its consideration of the proposed development.

**6.05 Basis of Approval.** Approval of plans and specifications shall be based, among other things, on general adequacy of site dimensions, structural designs, conformity and harmony of the exterior design and of location with other structures and improvements constructed on or planned for the Property, relation of finished grades and elevations to neighboring sites, compliance with applicable Governmental Regulations, and Conformity to both the specific and general intent of the restrictions, covenants, conditions, and other provisions set forth in this Declaration. The decision of the Architectural Control Committee with respect to approval or disapproval of plans and specifications shall be final, conclusive, and binding upon the Owner.

**6.06 Failure of Architectural Control Committee to Act.** In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval of such plans and specifications by the Architectural Control Committee shall not be required and full compliance with this Article shall be deemed to have been had if a structure is constructed in strict accordance with the plans and specifications with respect to which the Committee failed to act.

**6.07 Other Powers of Architectural Control Committee.** The Architectural Control Committee shall be empowered to promulgate rules, regulations, and standards governing the development, construction, and maintenance of any single family residence and any other structure or improvement constructed or placed on a Lot, which rules, regulations and standards shall become effective and shall be binding upon each owner of a Lot thirty (30) days after a copy of such rule, regulation or standard is delivered (in person or by United States mail) to each record owner of a Lot. No rule, regulation or standard shall require an Owner to remove or otherwise structurally alter any structure or improvement on any Lot which was in compliancy with this Declaration at the time it was constructed or installed, or which was previously approved in writing by the Architectural Control Committee.

**6.08 Limitation of Liability.** The Architectural Control Committee shall not be liable, in damages or otherwise, to anyone submitting plans or specifications for approval or to any Owner of a Lot by reason of mistake of 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.

## Article VII (Seven)

### EXTERIOR MAINTENANCE

**7.01 Maintenance of Lots.** Each owner of any Lot shall maintain the lot and shall maintain and repair any structure, building, single family residence or improvement on the Lot in a neat, clean and orderly manner. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in a neat and orderly manner, , the Association, or the Architectural Committee shall have the

limited right, through its agents, officers, representatives and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of such Owner. Such limited right to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any improvements erected thereon shall be subject to the requirements set forth in Section 9.02 herein. Each Owner shall undertake appropriate seeding, watering and mowing of all lawns, pruning and trimming of all trees, hedges and shrubbery so that the same are not detrimental to adjoining Lots, obstructive of a view of street traffic or unattractive in appearance. No fence, wall, hedge, shrub or tree planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadway shall be place or permitted to remain on any corner Lot within the triangular area formed by the street property lines in a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same line of sight limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances and at such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## **Article VIII (Eight)**

### **USE RESTRICTIONS**

**8.01 Structures Permitted.** All Lots shall be used exclusively for the purpose of constructing and using, in accordance with this Article VIII, a single family residence (and such fences, sidewalks, driveways, landscaping, and other incidental improvements related to such single family residences), and no building, structure, or improvement shall be erected, altered, placed, or permitted to remain on any Lot other than a single family residence, and fences, sidewalks, driveways, landscaping, or other incidental improvements related to a single family residence.

**8.02 Minimum Floor Area; Exterior Walls; Access.** The minimum floor area of air conditioned living space for any single family residence constructed on a Lot shall be as follows:

- a) 2,000 square feet: Block I (1) Lots 1-12 Block II (2) Lots 1-12
- b) 2,250 square feet: Block II (2) Lots 15-26; Block III (3) Lots 1-12; Block III (3) Lots 16-27; Block IV (4) Lots 1-17
- c) 2,500 square feet: Block I (1) Lots 13-24; Block II (2) Lots 13-14; Block III (3) Lots 13-15; Block IV (4) Lots 18-21
- d) 2,800 square feet: Block I (1) Lots 25-43; Block II (2) Lots 1-8

For the purpose of this restriction, eaves, steps, open entry or exit porches, patios, garages and walkways shall not be considered as part of the single family residence.

**8.03 Setbacks.** No single family residence shall be located on any Lot nearer to the front Lot line or nearer to the side Lot Line than the minimum building setback lines mandated by applicable ordinance. No side yards at the front building setback lines shall be less than twelve (12) feet. For the purpose of this covenant, eaves, steps, and open entry or exit porches, patios, and walkways shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two (2) or more Lots, or fractions thereof, are consolidated into a building site in conformity with the revisions of Paragraph 8.04 hereof, these buildings' setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

**8.04 Resubdivision or Consolidation.** None of said Lots shall be resubdivided in any fashion, except that any person owning two (2) or more adjoining Lots may consolidate such Lots into a single Lot, with the privilege of constructing improvements as permitted in this Article on such resulting Lot. Notwithstanding the foregoing, any proposed consolidation of any two or more Lots shall be subject to the prior written approval of the Architectural Control Committee.

**8.05 Utility Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within such easement, unless such damage results from the gross negligence or willful misconduct of those using the easement.

**8.06 Noxious or Offensive Activities Prohibited.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to owners or users of adjoining Lots. The Association shall be empowered to determine whether any activity shall constitute a noxious or offensive activity within the meaning of this Paragraph 8.06, which determination shall be final, conclusive, and binding on each Owner.

**8.07 Permitted Uses.** Each Lot may be used and developed by an Owner only for the construction of a single family residence and all other uses are expressly prohibited, provided, however, this restriction shall not be interpreted to prohibit professionals from having private offices in their single family residences so long as such offices are not open for the service of clients, patients, or customers. Otherwise, no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes and signs with respect to the same are prohibited.

**8.08 Mineral Development Prohibited.** No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or any other minerals shall be erected, maintained, or permitted on any Lot.

**8.09 Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. If common household pets are kept, they must be restrained or confined inside a fenced area in the rear of the Lot, or within the designated property lines of the Lot or within the single family residence. When away from the Lot, pets must be on a leash at all times. It is the Lot Owner's responsibility to keep the lot clean and free of pet debris.

**8.10 Fences, Walls, and Hedges.** No fence, wall, or hedge shall be placed or permitted to remain on any Lot which has not been approved in writing by the Architectural Control Committee. The Architectural Control Committee may promulgate standards setting forth permitted heights, construction, materials, and placement of fences, walls, and hedges. Rear yards must be fenced with either a wood stockade type fence or other fence or wall constructed of materials of equal or better quality and integrity six (6) feet high. Areas designated as drainage and utility easements, as shown on the Plat, affecting Block I (1) Lots 15-22, 30,31,39, and 40, shall have the rear fences located so as to leave the drainage are open along both sides of that certain channel located on the Property in order to allow for the installation of a walking and jogging trail as provided for herein. Fences or walls in front of the single family residence on any Lot will be allowed only if constructed of brick, stone or wrought iron or are architectural fences or walls of equal or better construction and integrity. No chain-link or wire fences are permitted other than for areas within the perimeter fencing in the rear yard.

**8.11 Trash and Debris.** Except during the construction of any single family residence and related improvements, no lumber, metals, built materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. During construction, it shall be the responsibility of each Owner to insure that the construction sites are kept free of any unsightly accumulations of rubbish and scrap materials and that construction materials, trailers and equipment are kept in a neat and orderly manner. No burning of any trash or debris and no accumulation or storage of trash or debris of any kind shall be permitted on the Lot. A specially designed double masonry/brick mailbox shall be built on the curb at the common corner of the odd numbered Lot and the next higher even numbered Lot with an area suitable for storage of waste containers in a fashion such that they are completely shielded from public view. Such containers may be placed in the open on any day that the trash debris pick-up is to be made so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in the specially designed and shielded area in such a manner that they cannot be seen from adjacent and surrounding Lots or other public view. The cost of construction of such mailbox and waste container shield shall be shared equally by the Owners of the adjoining Lots.

**8.12 Erosion.** No single family residence and related improvements, landscaping, plantings or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may create erosion or sliding problems or which may obstruct or retard the flow of water through drainage channels or easements.

**8.13 Signs.** Signs such as those advertising property for sale or rent will be limited in size to be not greater than three (3) square feet. Signs that show support for a child's participation in school sports and those declaring an alarm must be kept close to the house structure. If an advertising sign is put in a yard it can only remain 2 weeks (14 Days) then it can be removed by HOA Board member or ACC member, if not done so by the Owner in that time period. The Association may use signs to award neighborhood yard of the month or to promote Association activities.

**8.14 Antennas and Poles.** Except with the written consent of the Architectural Control Committee, no electronic antenna or device or any type other than antennas for receiving normal radio and television signals shall be erected, constructed, placed or permitted to remain on any Lot. All such antennas shall be placed so that they are not visible to public view and generally is intended that such antennas will be placed in the attics of any particular single family residence. No flag pole or other pole shall extend more than five (5) feet above the highest point of the roof of any single family residence.

**8.15 Storage of Automobiles, Boats, Trailers and Other Vehicles.** No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any portion of a Lot for more than twenty-four (24) hours in any seventy-two (72) hour period, unless such vehicle is completely concealed from public view inside a garage or other enclosure approved by the Architectural Control Committee, except passenger automobiles and vans, motorcycles, trucks, no larger than one (1) ton, or pick-up trucks with attached bed campers that are in operating condition with current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas may be parked in the driveway on a Lot. Any parking area for a recreational vehicle must be behind the single family residence and surface of such parking area must be paved. This covenant shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a single family residence in the immediate vicinity. Occasional brief parking along the curb of any street for invitees of an Owner is not prohibited hereby.

**8.16 Garages and Other-Structures and Improvements Related to the Single Family Residence.** Garages shall be constructed contemporaneously with the construction of the single family residence they serve. All main garage doors for the entry and exit of vehicles must face the rear or side Lot lines. All garages and other related improvements such as cabanas, storage buildings or workshops must be built with the same architectural design and materials as the single family residence, must be placed behind the single family residence except as herein expressly otherwise provided and must have the plans and specifications for construction approved by the Architectural Control Committee. The driveway serving the garage of a single family residence shall be paved.

**8.17 Construction Standards.** Except as expressly permitted in writing by the Architectural Control Committee, the exterior finish and construction of any single family residence shall be at least seventy-five (75%) percent brick or other suitable masonry or glass construction. The roofing material must be

specifically approved by the Architectural Control Committee and with respect to composition roofs, must be of at least two hundred pounds per square or greater. The pitch of the roof will be a minimum of a 7 to 12 ration or steeper except for small areas where architectural integrity and considerations prevent this pitch.

**8.18 Landscaping.** Within thirty (30) days after the completion of construction of any single family residence on any Lot, if such residence is not sold to a party other than contractor or developer initially constructing the residence (the “New Owner”), the contractor or developer of such Lot shall be required to landscape such Lot with sod or , at a minimum, hydro-mulch such Lot, and provide sufficient shrubbery, plantings, trees and foliage to prevent the Lot from having a barren appearance. It is assumed for purposes hereunder that the completion of construction of any single family residence shall occur within one hundred eighty (80) days of the issuance of a building permit for the construction of such residence. When a residence is sold to the New Owner, such New Owner must submit landscaping plans to the Architectural Control Committee for its approval within sixty (60) days of such purchase. When approved, such landscaping shall be undertaken and completed within ninety (90) days from the approval of such landscaping plans. Unless permitted in writing by the Architectural Control Committee, the ground cover for any Lot shall consist of perennial grass and sufficient shrubbery plantings, trees and foliage shall be provided in any landscaping to give the Lot an aesthetically pleasing appearance. If, in the future, any additional improvements are added to a particular Lot, the then owner shall conform the existing and approved landscaping to the new improvements.

**8.19 Driveways.** All driveways located within a Lot shall be paved with concrete.

## Article IX (Nine)

### EASEMENTS

**9.01 Reservation of Easements.** All easements and alleys for the installation and maintenance of utilities and drainage facilities are as shown on the Plat. No shrubbery, fence, wall or other obstruction shall be placed in any easement or alleyway. Rights of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

**9.02 Easement of Access for Inspection, Maintenance, and Repair.** Each Owner of a Lot hereby grants to the Association, the Architectural Control Committee, and the officers, representatives, and agents of each of them, a perpetual, but limited, easement of ingress and egress for the purpose of providing access to such Lot, and to any single family residence or other structure or improvement, but only after the Owner of the Lot has been provided with written notice of the need and reason for access to the

Lot, and the date and time that such access will take place. Reasonable efforts will also be undertaken by the Association, the Architectural Control Committee, its officers, representatives and agents to speak with the Owner of such Lot prior to any efforts to obtain access under this provision. This easement of access can only be exercised following Board approval and in order to insure compliance with all of the covenants, restrictions, conditions, and other provisions of this Declaration, and, if necessary, to enable the Association, and/or the Architectural Control Committee to perform any maintenance or repairs to the lot, the single family residence, or other structures or improvements located on the Lot, which the Owner has failed to perform in violation of any of the covenants, restrictions, conditions or other provisions of this Declaration.

## **Article X (Ten)**

### **GENERAL PROVISIONS**

**10.01 Enforcement.** Any Owner, the Association, or the Architectural Control Committee, shall have the right (but not the duty) to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**10.02 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. In the event that any paragraph, section, sentence, clause or phrase of this Declaration is held to be illegal, unenforceable, or void as applied to any set of facts or circumstances by a court of competent jurisdiction, such paragraph, section, sentence, clause or phrase shall automatically be reformed and amended, without the necessity of any document or instrument, to be as similar to the paragraph, section, sentence, clause or phrase so held illegal, unenforceable, or void as may be possible and be legal, valid and enforceable.

**10.03 Duration and Amendments.** The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, , the Owner of any Lot subject to this Declaration, the Association, or the Architectural Control Committee, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the by the Owners of not less than sixty seven (67%) of the Lots. No amendment shall be effective unless recorded in the Deed Records of Tarrant County, Texas, nor until the approval of any governmental body which is required shall have been obtained.

**10.04 Notices.** Whenever written notice to any Owner is required hereunder, such notice shall be given by the mailing of same, postage prepaid and registered or certified with return receipt requested, to the address of such Owner appearing on the records of the Association. The Association shall deliver, from time to time, to the Board and the Committee a list of the Owners together with their respective addresses for notices, and the Association shall notify the Board and the Committee of any changes, from time to time, in such list.

**10.05 Headings.** The headings and captions which have been used throughout this Declaration are for convenience only and shall not be deemed to modify, limit, amplify, supplement, or alter in any way any of the covenants, restrictions, conditions, or provisions thereof.