

# **BRENTWOOD ESTATES**

## **Deed Covenants**

- **Declaration of Covenants, Conditions, and Restrictions**  
30 December 1986  
Vol 8424 Pgs 1435 - 1451
- **Ratification of Declaration of Covenants, Conditions, and Restrictions**  
9 January 1986  
Vol 8427 Pgs 377 - 380
- **Consent and Agreement**  
15 April 1987  
Vol 8941 Pgs 1746 - 1749
- **First Amendment to Declaration of Covenants, Conditions, and Restrictions**  
26 June 1987  
Vol 9023 Pgs 356 - 358

EXHIBIT F

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

2000

302710

33.00 W.D.  
5-01/10/86

STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, BRENTWOOD-KELLER ASSOCIATES ("Declarant"), a Texas joint venture, is the owner of all that certain real property ("Property") located in Tarrant County, Texas, described with particularity on Exhibit A attached hereto and made a part hereof by this reference for all purposes; and

WHEREAS, Declarant desires to 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, all of which are for the purpose of enhancing and protecting 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 and to the benefit of Declarant, and its successors and assigns.

ARTICLE I

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 Brentwood Estates Homeowners 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 "Declarant" shall mean and refer to Brentwood-Keller Associates, a Texas joint venture, its successors and assigns.

1.07 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

1.08 "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.

1.09 "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.

1.10 "Member" shall mean and refer to each member of the Association. Each Owner of a Lot (including Declarant) shall automatically be a Member.

1.11 "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.

1.12 "Person" means any individual, partnership, corporation, trust, professional association, or other entity or association.

1.13 "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.

1.14 "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

### 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 Declarant and by any 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 standards, 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

### 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 with the exception of Declarant. 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.

(b) The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned by Declarant. Notwithstanding anything contained herein to the contrary, the interests of the Class B Member shall cease and be converted to a Class A membership upon the happening of the earlier to occur of (i) the date on which Declarant shall have sold and conveyed all of the Lots within the Property, including annexations thereto, to Persons or entities who are not affiliated with Declarant; or (ii) January 1, 1990.

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

##### COVENANTS FOR ASSESSMENTS

4.01 Creation of the Lien and Obligation of Assessments. Declarant, for each Lot owned by it within the Property, hereby covenants and agrees, and 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): (i) regular annual assessments or charges; and (ii) 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, together 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 (i) 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; (ii) paying the cost of labor, equipment, and material required for, and management and supervision of, the improvements; (iii) carrying out the duties of the Board; and (iv) 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 ( $\frac{2}{3}$ ) 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.

$\frac{2}{3} = 84$   
but only  
members  
present if  
quorum is  
present

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 attorneys' 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

### GENERAL POWERS AND DUTIES OF 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 suspend the voting and other rights of a Member for any period during which any assessment against such Member's Lot remains unpaid;
- (g) 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;
- (h) 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;
- (i) To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors or such other employees as they may deem necessary, and to prescribe their duties and to set their compensation;
- (j) To retain the services of legal and accounting firms;
- (k) 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;
- (l) 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 Declarant, the Association, its officers, directors, agents, or 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 Declarant, 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.

5.03 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating 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

### ARCHITECTURAL CONTROL

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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 Declarant, or the Board, as the case may be, in accordance with Paragraph 6.02 hereof. During the time such Architectural Control Committee is appointed by Declarant its members do not have to be Owners.

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) Until a single family residence has been constructed on all Lots located on the Plat, or until January 1, 1990, whichever is the later to occur, Declarant shall have the exclusive power and right to appoint and remove the members of the Architectural Control Committee and to fill vacancies thereon.

(b) After a single family residence has been constructed on all Lots located on the Plat, or after January 1, 1990, whichever is later to occur, 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 or Lots, nor shall any 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 Declarant'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: ACC

(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 structures. Lot drainage provisions shall be included as well as cut and fill details if any appreciable change in the lot contours is contemplated;

(b) Exterior elevations;

(c) Exterior materials, colors, textures, and shapes;

(d) Structural design;

(e) Landscaping plan, including walkways, fences, and walls, elevation changes, watering systems, vegetation, and ground cover;

(f) Parking areas and driveway plan;

(g) Screening, including size, location, and method;

(h) Utility connections, including routing of water, sanitary and storm sewer, electrical, and telephone lines and cables;

(i) Exterior illumination, including location, manufacturer's fixture number, and supporting photometric test data;

(j) Fire protection system; and

(k) 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. ACC

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. ACC

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 ACC



require an Owner to remove or otherwise structurally alter any structure or improvement on any Lot which was in compliance 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

### 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, Declarant, the Association, or the Architectural Control Committee shall have the right, through its agents 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. 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 placed 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.

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## ARTICLE VIII

### 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 residence), 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	Lots 1-12
		Block II	Lots 1-17
(b)	2,250 square feet	Block II	Lots 15-26
		Block III	Lots 1-12
		Block III	Lots 16-27
		Block IV	Lots 1-17
(c)	2,500 square feet	Block I	Lots 13-24
		Block II	Lots 13-14
		Block III	Lots 13-15
		Block IV	Lots 18-21



(d) 2,800 square feet

Block I  
Block V

Lots 25-43  
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 provisions 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. No more than two (2) of each type of pet will be permitted on each Lot. 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.~~



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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, Lots 15-22, 30, 31, 39 and 40, shall have the rear fences located so as to leave the drainage area 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 chainlink or wire fences are permitted other than for areas within the perimeter fencing in the rear yard.

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8.11 Trash and Debris. Except during the construction of any single family residence and related improvements, no lumber, metals, bulk 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, other than those advertising property for sale or rent, are expressly prohibited. Sale and rental signs will be limited in size to be not greater than three (3) square feet, except for signs used by Declarant and its agents in conjunction with the marketing of Lots or single family residences.

A-3

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 craft, 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. ACC

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. AC

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 ratio or steeper except for small areas where architectural integrity and considerations prevent this pitch. AC

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. A

8.19 Driveways. All driveways located within a lot shall be paved with concrete, asphalt or similar permanent surface.

## ARTICLE IX

### 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 Declarant, the Association, and the Architectural Control Committee, and the officers, representatives, and agents of each of them, a perpetual 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 located thereon, for the purpose of inspecting such Lot and such single family residence or other structure or improvement to insure compliance with all of the covenants, restrictions, conditions, and other provisions of this Declaration, and, if necessary, to enable the Declarant, 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

### GENERAL PROVISIONS

~~10.01 Contribution. The contractors and developers of the Lots shall contribute \$10,000.00 towards the cost of the construction of a walking and jogging trail (as provided in Paragraph 8.10) on the Property. This contribution shall be made at the first annual meeting of the Association. It is understood that the Owners shall be assessed (as provided in Article IV) for the remaining cost of constructing said walking and jogging trail.~~

10.02 Enforcement. The Declarant, 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.

10.03 Severability. Invalidity 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.

10.04 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 Declarant, 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 Declarant and by the Owners of not less than seventy-five percent (75%) 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.

10.05 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 Declarant and the Committee a list of the Owners together with their respective addresses for notices, and the Association shall notify the Declarant and the Committee of any changes, from time to time, in such list.



10.06 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 hereof.

EXECUTED by the said Declarant, this 30th day of December, 1985.

DECLARANT:

BRENTWOOD-KELLER ASSOCIATES, a Texas  
joint venture

By: S & L Development Company, a  
Texas joint venture and a joint venturer

By: Stride, Inc., a Texas corporation,  
joint venturer

By: [Signature]

Its: President

By: D.D.F.W. Triangle Properties,  
Incorporated, a Texas corporation,  
joint venturer

By: [Signature]

K. Wayne Lee, President

By: Fox and Lee Builders, Inc., a Texas  
corporation and a joint venturer

By: [Signature]

Michael E. Fox, Vice President

By: [Signature]

K. Wayne Lee, President

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on January 7, 1986,  
by Steve C. Stringer, President of Stride, Inc., a Texas  
corporation, on behalf of said corporation, in its capacity as a joint  
venturer in S & L Development Company, a Texas joint venture and a joint  
venturer in Brentwood-Keller Associates, a Texas joint venture.

[Signature]  
Notary Public in and for  
the State of Texas



Sue Caudle  
Typed/Printed Name of Notary



STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on December 30, 1985, by Mr. Wayne Lee, President of D.O.F.H. Triangle Properties, Incorporated, a Texas corporation, on behalf of said corporation in its capacity as a joint venturer in Development Company, a Texas joint venture and a joint venturer in Brentwood-Keller Associates, a Texas joint venture.

My Commission Expires:

9-6-86

Shirley Webb  
Notary Public in and for  
the State of Texas.

Shirley Webb  
Typed/Printed Name of Notary

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on December 30, 1985, by Michael E. Fox, Vice President of Fox and Lee Builders, Inc., a Texas corporation, on behalf of said corporation in its capacity as a joint venturer in Brentwood-Keller Associates, a Texas joint venture.

My Commission Expires:

9-6-86

Shirley Webb  
Notary Public in and for  
the State of Texas

Shirley Webb  
Typed/Printed Name of Notary

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on December 30, 1985, by Wayne Lee, President of Fox and Lee Builders, Inc., a Texas corporation, on behalf of said corporation in its capacity as a joint venturer in Brentwood-Keller Associates, a Texas joint venture.

My Commission Expires:

9-6-86

Shirley Webb  
Notary Public in and for  
the State of Texas

Shirley Webb  
Typed/Printed Name of Notary



EXHIBIT A

THE PROPERTY

SURVEY AND FIELD NOTES FOR A TRACT OF LAND OUT OF THE ROBERT SPEER SURVEY, ABSTRACT NO. 1968, AND THE HARDIN HEATHERFORD SURVEY, ABSTRACT NO. 1651, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail at the Northwest corner of the Robert Speer Survey, said point also being the Southwest corner of the Debby Morris Survey, Abstract No. 993, and said point being in the center line of County Road No. 4044;

THENCE South 1262.7 feet along the center line of said road, and the West line of Robert Speer Survey, passing the Southwest corner of said survey and the Northwest corner of the Hardin Heatherford Survey at 258.36 feet, to a nail for corner;

THENCE N. 89° - 54' E. 2661.4 feet along a fence line to an iron pin for corner;

THENCE N. 00° - 41' - 08" E. 1191.05 feet along a fence line to an iron pin for corner;

THENCE N. 84° - 04' - 08" W. 268.4 feet along a fence line to a concrete monument for corner;

THENCE N. 88° - 07' - 40" W. 1200.53 feet along a fence line to a concrete monument for corner;

THENCE West 1208.8 feet along the South line of the Durkee Addition according to Plat recorded in Volume 388-52, Page 3, Plat Records, Tarrant County, Texas, to the POINT OF BEGINNING and containing 76.35 acres of land of which 0.72 is in use as a public road.

NOW KNOWN AS:

Lots 1 through 43, in Block 1; Lots 1 through 26, in Block 2; Lots 1 through 27, in Block 3; Lots 1 through 21, in Block 4; and Lots 1 through 8, in Block 5, BRENTWOOD ESTATES, an Addition to the City of Keller, Tarrant County, Texas according to the plat thereof recorded in Volume 388-174, at Page 4, of the Plat Records of Tarrant County, Texas.



EXHIBIT B

IMPROVEMENTS

- (1) Maintenance and repair of fences around certain portions of the Property.
- (2) Construction, maintenance and repair of a walking and jogging trail on the Property.
- (3) Other Improvements as determined by the Association.



FILED  
TARRANT COUNTY TEXAS

86 JAN -9 PM2:42

MAURINE  
COUNTY

BY

21007 Title Insurance

COUNTY OF TARRANT  
STATE OF TEXAS  
I hereby certify that this instrument was filed on this  
day and at the time stamped herein by me and that the  
RECORDS in the Volume and Page of the Record herein  
of Tarrant County, Texas, are stamped herein in the  
JAN 9 1986  
Maurine  
COUNTY CLERK  
TARRANT COUNTY, TEXAS









8427-271

72p

RATIFICATION OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

1000

01598

7.00 W L  
5 01/14/86

STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, BRETHOOD-KELLER ASSOCIATES, a Texas joint venture, was the owner of all that certain real property (the "Property") located in Tarrant County, Texas, as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, Brentwood-Keller Associates recorded that certain Declaration of Covenants, Conditions and Restrictions dated as of December 30, 1985 covering the Property, recorded in the Deed Records of Tarrant County, Texas, under Clerk's File No. 302710 (the "Declaration"); and

WHEREAS, at the time the Declaration was recorded, Brentwood-Keller Associates had technically dissolved, however, it was the intention of the entities comprising Brentwood-Keller Associates that the Property be burdened by the Declaration; and

WHEREAS, the entities which comprised Brentwood-Keller Associates, which entities collectively are the current owners of the Property, desire to ratify and affirm the Declaration, effective as of December 30, 1985 as if Brentwood-Keller had, in fact been in existence;

NOW, THEREFORE, the undersigned entities hereby ratify and confirm for all purposes the terms and provisions of the Declaration and their intent that the Declaration and the covenants, conditions, restrictions, stipulation and reservations contained therein run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof.

EXECUTED this 9th day of January, 1986, to be effective for all purposes as of December 30, 1985.

S & L DEVELOPMENT COMPANY,  
a Texas joint venture

By: Stride, Inc.,  
a Texas corporation

By: [Signature]  
Its: President

By: D.D.F.W. Triangle Properties, Inc.,  
a Texas corporation

By: [Signature]  
K. Hayne Lee, President

FOX AND LEE BUILDERS, INC.,  
a Texas corporation

By: [Signature]  
Michael E. Fox, Vice President

By: [Signature]  
K. Hayne Lee, President



STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on January 10, 1986,  
by James C. Hensley, President of Stride, Inc., a Texas  
corporation, on behalf of said corporation, in its capacity as a joint  
venturer in S & L Development Company, a Texas joint venture.

Sue Caudle  
Notary Public in and for  
the State of Texas

SUE CAUDLE  
Typed/Printed Name of Notary

My Commission Expires:  
10-1-86

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on January 10, 1986,  
by K. Wayne Lee, President of D.D.F.W. Triangle Properties, Incorporated, a  
Texas corporation, on behalf of said corporation in its capacity as a joint  
venturer in S & L Development Company, a Texas joint venture.

Shirley Webb  
Notary Public in and for  
the State of Texas

Shirley Webb  
Typed/Printed Name of Notary

My Commission Expires:  
9-6-86

STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on January 10, 1986,  
by Michael E. Fox, Vice President of Fox and Lee Builders, Inc., a Texas  
corporation, on behalf of said corporation.

Shirley Webb  
Notary Public in and for  
the State of Texas

Shirley Webb  
Typed/Printed Name of Notary

My Commission Expires:  
9-6-86

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on January 10, 1986,  
by K. Wayne Lee, President of Fox and Lee Builders, Inc., a Texas corporation,  
on behalf of said corporation.

Shirley Webb  
Notary Public in and for  
the State of Texas

Shirley Webb  
Typed/Printed Name of Notary

My Commission Expires:  
9-6-86



AND FIELD NOTES FOR A TRACT OF LAND OUT OF THE ROBERT SPEER SURVEY, TRACT NO. 1968, AND THE HARDIN HEATHERFORD SURVEY, ABSTRACT NO. 1651, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail at the Northwest corner of the Robert Speer Survey, said point also being the Southwest corner of the Debby Morris Survey, Abstract No. 993, and said point being in the center line of County Road No. 4044;

THENCE South 1262.7 feet along the center line of said road, and the West line of Robert Speer Survey, passing the Southwest corner of said survey and the Northwest corner of the Hardin Heatherford Survey at 258.36 feet, to a nail for corner;

THENCE N. 89° - 54' E. 2661.4 feet along a fence line to an iron pin for corner;

THENCE N. 00° - 41' - 08" E. 1191.05 feet along a fence line to an iron pin for corner;

THENCE N. 84° - 04' - 08" W. 268.4 feet along a fence line to a concrete monument for corner;

THENCE N. 88° - 07' - 40" W. 1200.53 feet along a fence line to a concrete monument for corner;

THENCE West 1208.8 feet along the South line of the Durkee Addition according to Plat recorded in Volume 388-52, Page 3, Plat Records, Tarrant County, Texas, to the POINT OF BEGINNING and containing 76.35 acres of land of which 0.72 is in use as a public road. w

NOT KNOWN AS:

Lots 1 through 43, in Block 1; Lots 1 through 26, in Block 2; Lots 1 through 27, in Block 3; Lots 1 through 21, in Block 4; and Lots 1 through 8, in Block 5, BRENTWOOD ESTATES, an Addition to the City of Keller, Tarrant County, Texas according to the plat thereof recorded in Volume 388-174, at Page 4, of the Plat Records of Tarrant County, Texas.

EXHIBIT "A"

Return to:  
S&L Development  
12221 Merit Dr., Suite 1300  
Dallas, Texas  
75251

032 774278 101

FILED  
TARRANT COUNTY, TEXAS

'86 JAN 13 P2:20

MADRIN HUFFMAN  
COUNTY CLERK

01

COUNTY OF TARRANT  
STATE OF TEXAS

I hereby certify that this instrument was FILED on this  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Named Records  
of Tarrant County, Texas, as stamped hereon by me.

JAN 13 1986



*Madrin Huffman*  
COUNTY CLERK  
TARRANT COUNTY, TEXAS





8941-15

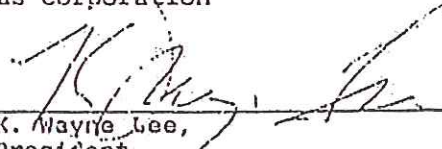
2

VOL. 69:4 196 1746



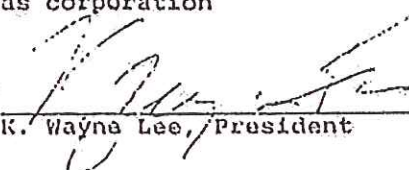
By: D.D.F.W. Triangle Properties, Inc.  
a Texas corporation

By:

  
K. Wayne Lee,  
President


FOX AND LEE CUSTOM BUILDERS, INC.,  
a Texas corporation

By:

  
K. Wayne Lee, President

STATE OF TEXAS       §  
                              §  
COUNTY OF Wilson   §

This instrument was acknowledged before me on this 15th day of April, 1987, by Steve C. Stringer, President of Stride, Inc., a Texas corporation, joint venturer in S&L Development Company, a Texas joint venture, on behalf of said corporation and joint venture.

  
[Signature]  
Notary Public in and for  
the State of Texas

My Commission Expires:

6/30/90

Susan Spradley  
Typed or Printed Name of Notary

STATE OF TEXAS       §  
                              §  
COUNTY OF Tarrant   §

This instrument was acknowledged before me on this 5th day of April, 1987, by K. Wayne Lee, President of D.D.F.W. Triangle Properties, Inc., a Texas corporation, joint venturer in S&L Development Company, a Texas joint venture, on behalf of said corporation and joint venture.

[Signature]  
Notary Public in and for  
the State of Texas

My Commission Expires:

11-12-89

Joy M. Merritt  
Typed or Printed Name of Notary

STATE OF TEXAS       §  
                              §  
COUNTY OF Tarrant   §

This instrument was acknowledged before me on this 5th day of April, 1987, by K. Wayne Lee, President of Fox and Lee Custom Builders, Inc., a Texas corporation, on behalf of said corporation.

[Signature]  
Notary Public in and for  
the State of Texas

My Commission Expires:

11-12-89

Joy M. Merritt  
Typed or Printed Name of Notary

F:\NTBILTM\05718\CONSENT



87 MAY 12 P12:51  
SUZAN  
BY

COUNTY OF TARRANT  
STATE OF TEXAS  
I hereby certify that this instrument was FILED on this  
date and at the time stamped herein by me and was duly  
RECORDED in the Volume and Page of the Public Records  
of Tarrant County, Texas as stamped herein by me.

MAY 12 1987



*Clarence H. Hester*  
County Clerk

MICHAEL T. BERMAN  
JOHN A. SWANSON  
FOUNDER & ASSOCIATES  
1000 JACKSON STREET  
DALLAS, TEXAS 75202

AFTER RECORDING PLEASE RETURN TO:

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT  
THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED  
THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER  
FEDERAL LAW AND ARE UNENFORCEABLE.

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





1023-36  
FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

1023-36  
STATE OF TEXAS §  
COUNTY OF TARRANT §

2000

373999

7.00 4 D  
1 08/03/87

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Brentwood-Keller Associates, a Texas joint venture ("BKA"), recorded that certain Declaration of Covenants, Conditions and Restrictions, dated as of December 30, 1985, covering certain property located in Tarrant County, Texas, as more particularly described therein, recorded in Volume 8427, Page 377, Deed Records, Tarrant County, Texas, as ratified by that certain Ratification of Declaration of Covenants, Conditions and Restrictions, dated as of December 30, 1985, executed by S&L Development Company, a Texas joint venture ("S&L"), and Fox & Lee Builders, Inc., a Texas corporation, recorded in Volume 8427, Page 377, Deed Records, Tarrant County, Texas, and as ratified by that certain Ratification of Declaration of Covenants, Conditions and Restrictions, dated as of December 30, 1985, executed by K-W Associates, Inc., a Texas corporation, recorded in Volume 8434, Page 812, Deed Records, Tarrant County, Texas, and as further ratified by that certain Ratification of Declaration of Covenants, Conditions and Restrictions, dated as of December 30, 1985, executed by Fox & Lee Custom Builders, Inc., a Texas corporation, recorded in Volume 8434, Page 806, Deed Records, Tarrant County, Texas (as ratified, the "Declaration"); and

WHEREAS, S&L has secured the consent to this First Amendment, pursuant to that certain Consent and Agreement attached hereto as Exhibit A; and

WHEREAS, S&L has succeeded BKA as Declarant under the Declaration; and

WHEREAS, S&L, as Declarant under the Declaration under the Declaration, owns twenty-five percent (25%) or more of the Lots (as that term is defined in the Declaration); and

WHEREAS, Section 10.04 of the Declaration provides that "[t]he Covenants, Conditions and Restrictions of this Declaration may be amended by an instrument signed by the Declarant and by the owners of not less than seventy-five percent (75%) of the Lots"; and

WHEREAS, S&L now desires to amend the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, S&L hereby amends the Declaration as follows:

1. The second sentence of Section 8.09 of the Declaration ("No more than two [2] of each type of pet will be permitted on each Lot") is hereby deleted in its entirety.

2. Section 10.01 and the second item on Exhibit B of the Declaration ("Construction, Maintenance and Repair of a Walking and Jogging Trail on the Property") are hereby deleted in their entirety.

3. Except as otherwise expressly stated herein, the Declaration remains unmodified and in full force and effect.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 1987.

S&L DEVELOPMENT COMPANY,  
a Texas joint venture

By: Stride, Inc.,  
a Texas corporation

By: \_\_\_\_\_

Steve C. Stringer,  
President

By: D.D.F.W. Triangle Properties, Inc.,  
a Texas corporation

By: \_\_\_\_\_

K. Wayne Lee,  
President

FOX AND LEE CUSTOM BUILDERS, INC.,  
a Texas corporation

By: \_\_\_\_\_

K. Wayne Lee,  
President

AFTER RECORDING, RETURN TO:

DOCUMENT RECORDS  
LUTHER, NEWSON  
FORRESTER  
ONE JACKSON STREET  
DALLAS, TEXAS 75201



STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by Steve C. Stringer, President of Stride, Inc., a Texas corporation, joint venturer in S&L Development Company, a Texas joint venture, on behalf of said corporation and joint venture.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary

STATE OF TEXAS           §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 26th day of June, 1987, by K. Wayne Lee, President of D.D.F.W. Triangle Properties, Inc., a Texas corporation, joint venturer in S&L Development Company, a Texas joint venture, on behalf of said corporation and joint venture.

My Commission Expires:

6/4/88

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

GAYLE DICKENUT

\_\_\_\_\_  
Typed or Printed Name of Notary

STATE OF TEXAS           §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 26th day of June, 1987, by K. Wayne Lee, President of Fox and Lee Custom Builders, Inc., a Texas corporation, on behalf of said corporation.

My Commission Expires:

6/4/88

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

GAYLE DICKENUT

\_\_\_\_\_  
Typed or Printed Name of Notary

F:\HTDIERMA\05718\AMENDMENT

87 JUL 31 AM 9:25

COUNTY OF TARRANT  
STATE OF TEXAS

COUNTY OF TARRANT  
STATE OF TEXAS

I hereby certify that the following was filed on this  
date and in the form and substance of the foregoing  
Exhibited in the presence and view of the undersigned  
of Tarrant County, Texas, to wit: \_\_\_\_\_

MAY 31 1907

JUL 31 1947



only and that  
"I am  
May 12, 1917, 1919

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT  
THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED  
THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER  
FEDERAL LAW AND ARE HEREBY REPEALED.

ANY PROVISION HEREIN WHICH INFRINGES THE SALE, RENTAL,  
OR USE OF THE TRADE MARK OF ANY COPYRIGHTED OR COLOR  
OR TRADE IS INVALID AND UNENFORCEABLE UNDER FEDERAL  
LAW. —.

JOHNSON & SWANSON

ATTORNEYS AND COUNSELLORS

1601 Founders Square  
9181 Jackson Street  
Dallas, Texas 75203-4199

[illegible]

vol. 9023 pg. 359