

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK HILL ESTATES

THE STATE OF TEXAS &
 & KNOW ALL MEN BY THESE PRESENT:
COUNTY OF TARRANT &

THAT THIS DECLARATION is made on the date hereinafter set forth by OAK HILL DEVELOPMENT CORPORATION, a Texas corporation, acting herein by and through its duly authorized officers, (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain residential subdivision known as Oak Hill Estates, a subdivision in Tarrant County, Texas, as described in the map or plat thereof recorded in the Map Records of Tarrant County, Texas; and

WHEREAS, Declarant desires to hold, sell and convey such property subject to the following covenants, conditions, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the lots within the subdivision; and

NOW THEREFORE, Declarant hereby adopts the following covenants, conditions, restrictions and reservations and easements which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision and which shall be applicable to all of the lots in said subdivision and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein, or any part thereof, their heirs or successors in title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Oak Hill Estates of Southlake Homeowners Association, Inc., a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "The Property" or "The Properties" shall mean and refer to the tract of land hereinabove described as Oak Hill Estates, as more particularly set forth in the plat recorded in the Map Records of Tarrant County, Texas. Furthermore, "The Property" or "The Properties" may also include any additional tracts or parcels of land as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" or "Building Plot" shall mean and refer both to each plot of land shown upon the recorded subdivision map upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any common area. If building sites are created pursuant to Article XII, Sections 9 and 10 herein, the term "Lot" or "Building Site" shall also thereafter mean and refer to any building site so created.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such

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interest merely as security for the performance of an obligation. "Occupant" shall mean any person legally entitled to occupy and use all or a portion of the properties.

Section 5. "Common Properties" shall mean and refer to Fence/Berm Easement described in Article V, Section 9 of this Declaration, as well as to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots and public streets shown thereon, together with such other property as the Association may, at any time, or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration and all Supplemental Declarations.

Section 6. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the owners of the Lots in the Properties, as well as other owners in the subdivision and outside the subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of The Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; common driveways; landscaping; guardhouses; esplanades; walls; and other similar and appurtenant improvements. References herein to "the Common Facilities" (any Common Facility) in "The Subdivision" shall mean and refer to Common Facilities as defined respectively in The Declaration and all Supplemental Declarations.

Section 7. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of the Declaration under the authority provided in The Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 8. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in this Declaration.

Section 9. "The Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, supplemental restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 10. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 13. "Declarant" shall mean and refer to Oak Hill Development Corporation, the Declarant herein, its successors and assigns (i) if such successors or assigns should acquire a majority of the Lots in the Subdivision; or (ii) if such successors or assigns are designated in writing by Oak Hill Development Corporation, as a successor or assign of all, or part, of the rights of Declarant.

Section 14. "Assessable Tract" shall mean and refer to any Lot or Building Plot from and after the date on which paved public street access, water and sanitary sewer service have been extended thereto.

Section 15. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

Section 16. "New Construction Committee" shall mean and refer to the committee created by the Declarant of the Association to exercise exclusive jurisdiction over all original construction of Single Family Residences on the Lots within the Properties as provided herein.

Section 17. "Modifications Committee" shall mean and refer to the committee created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on, or to, existing Single Family Residences as provided in Article IV hereof.

Section 18. "Fence/Berm Easement" shall be one of the Common Properties and the Common Facilities and refer to the easement described in Article IV, Section of this Declaration.

ARTICLE XI

OAK HILL ESTATES OF SOUTHLAKE HOMEOWNERS ASSOCIATION, INC.

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Properties. The Board of Directors of the Association shall be empowered to oversee the activities of the Association to such an extent as they may take whatever reasonable action they, in their sole discretion, deem necessary to provide for the upkeep and aesthetic appearance of the Properties for the common benefit of all the Members of the Association.

Section 2. Membership. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund hereinafter set forth, provided that each future section must be impressed with and subject to an annual maintenance charge imposed hereby and further, such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be annexed in accordance with the provisions of Article XI, Section 1, of this Declaration. Upon a merger or consolidation of the Association with another Association, the Association's properties, rights and obligations of another Association may be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the Properties of the other

Association, as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants and Restrictions established by this Declaration.

Section 3. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and each shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B members shall be the Declarant herein, as such term is defined in Article I, Section 13, who shall be entitled to nine (9) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following three events (A, B, or C), whichever occurs earlier:

- (A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (B) The tenth anniversary date of this Declaration; or
- (C) When the Declarant terminates Class B votes by an instrument filed in the official Public records of Real Property of Tarrant County, Texas.

However, at such time that Declarant annexes additional property into the Association, the Class B membership shall be reinstated if it had previously ceased due to one of the conditions listed above in A, B, or C. Such reinstatement is subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (A), (B), and (C) of this Article, whichever occurs first. However, upon reinstatement due to annexation of additional property, the date in Article II, Section 3, shall be extended for ten (10) years from the date of the recorded annexation.

Section 4. Non-Profit Corporation. Oak Hill Estates Homeowners Association, Inc., a non-profit corporation, has been organized and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association, shall vest in said corporation.

Section 5. By-Laws. The Association may make whatever rules or By-Laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 6. Rights, Powers and Duties of the Association. The rights, powers and duties of the Association shall include but not be limited to the following:

- (a) The Association shall have the right to borrow money and, with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members, to mortgage the Common Properties.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by the Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties, and to suspend the

enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulation.

- (e) The Association shall have the right to assess and collect the assessments provided herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties.
- (f) The right of the resident owners or occupants of dwellings within any area owned by the Declarant as of the date hereof and in the vicinity of the Property, to use the Common Properties, together with all facilities now or hereafter located thereon.
- (g) The Association shall have the right to dedicate or convey all or any part of the Common Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members has been recorded. The Association shall have the right to rent or lease any part of the Common Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties, with the consent of its Board of Directors.
- (h) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for garbage and rubbish pickup, and to charge the Owner of each Assessable Tract for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to the assessments described in Article III hereof.
- (i) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for security and/or emergency medical ambulance services, and to charge the Owner of each Assessable Tract for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such security and/or emergency medical ambulance service. If the Association so elects, the charge to each Owner for security and/or emergency medical ambulance service shall be in addition to the assessments described in Article III hereof.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Plot owned within the Properties, hereby covenants, and each Owner of any Building Plot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the

time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage, and operate the Common Properties, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing professional management or financial services, providing patrol or watchman service, providing service contractors to manage and maintain recreational facilities, providing and maintaining lighting, and the appurtenant mechanical and electrical fixtures, plumbing equipment and drainage systems, fogging for insect control, providing garbage and rubbish pickup, maintaining the unpaved portion of, and any esplanades any street or right of way adjoining the Property, maintaining any esplanades or landscaping contained within cul-de-sacs in any public streets located within the Property, enforcing the provisions contained in this Declaration, employing, at the request of the Modification Committee and/or New Construction Committee, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth herein or in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Properties or for the benefit of the Members, and foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the By-Laws of the Association and governmental laws, rules and regulations.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment shall be One Hundred, Fifty and No/100 (\$150.00) Dollars for each Building Plot, which shall be due and payable as provided hereinafter. Anything contained herein to the contrary or seemingly to the contrary notwithstanding, the assessments provided for herein, shall be payable in the manner hereinafter set forth by the Owners of each of the Building Plots reflected on the plat of Oak Hill Estates, to be filed for record in the map records of Tarrant County, Texas.

- (a) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum assessment may be increased above 15% by the vote or written assent of at least 51% of each class of Members.
- (c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum set forth herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereinabove, the Association may levy against the Assessable Tracts in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such assessment must be approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes cast by both Classes of Members. The special assessment against every Assessable Tract shall be the same as the special assessment against every other Assessable Tract.

Section 8. Uniform Rate of Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in Section 2 hereinabove, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

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|--|------|
| (a) Building Plots owned by Declarant | None |
| (b) Building Plots owned by builders for the purpose of constructing a residence thereon | 50% |
| (c) Building Plots with completed residences sold to individual home buyers | 100% |

Section 6. Commencement of Annual Assessments; Due Dates. Subject to the provisions of Section 5 hereof, the annual assessments provided for herein shall commence on each Assessable Tract on January 1, 1991, provided, however, that the annual assessments shall not commence with respect to any Lot or Building Plot until such Lot or Building Plot becomes an Assessable Tract as defined herein. The annual assessment on each Assessable Tract for the first year of assessment shall be due and payable on the day a Lot or Building Plot becomes an Assessable Tract. After the first year, the annual assessment on such Assessable Tract for such calendar year shall be due and payable on the first day of January in said year. The due date of any special assessment under Section 4 hereof, shall be fixed in the Resolution of the Member of the Association authorizing or approving such assessment.

Section 7. Commencement Date of Special Assessments. Special Assessments provided for herein shall commence at a time determined by the Board.

Section 8. Common Area Exempt. All Common Area as defined in Article I, Section 5, and any common area of any other associations created on the Property, and all portions of the Property owned or otherwise dedicated to any political subdivisions, shall be exempt from the assessments and lien created herein.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Sections 3 and 5 hereof. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer or agent of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowable by law per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Building Plot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002, Tex. Prop. Code Ann. (Vernon 1983), and

such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Building Plot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.

Section 11. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 12. Exempt Property. The assessments and liens created in this Article III shall apply only to Assessable Tracts and the remainder of the property in the Properties shall not be subject thereto or entitled to the rights granted to Members in this Declaration.

ARTICLE IV

NEW CONSTRUCTION COMMITTEE AND MODIFICATION COMMITTEE

Section 1. Tenure. The Declarant shall initially appoint a New Construction Committee, consisting of not less than three (3) members, who need not be members of the Association. The persons serving on the New Construction Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association shall have Living Units thereon occupied as residences, at which time the New Construction Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the New Construction Committee, the remaining person(s) serving on the Committee, or the Declarant, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). In addition, the Declarant shall have the authority, at any time and for any reason, to remove any member of the New Construction Committee and appoint a successor member who shall have all of the authority and power of the predecessor member. A majority of the New Construction Committee may designate someone serving on the Committee to act for it as the Designated Representative. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

Section 2. Rights of the Committee. The Declarant reserves the right to control or direct the New Construction Committee for a period of ten (10) years from the date of the recording of these restrictions. At the time when future sections are annexed into this Association, if any, the New Construction Committee's term will extend for ten (10) years from the date of the recordation of the annexation instrument.

Should the Declarant decide to relinquish control of the New Construction Committee prior to the expiration date stated above, it

may do so by resigning all its Members with a minimum of thirty (30) days prior written notice to the Board of Directors of the Association.

The New Construction Committee shall reserve the right to develop and adopt Architectural Control Guidelines for use in the review and approval of construction and improvement projects.

The Board of Directors is authorized to establish a Modification Committee whose responsibility will be to set standards, review and act upon all proposed modifications or improvements to those lots where residences have been constructed and sold and are owned by someone other than the Declarant, its successors or assigns or a builder. This Committee will be comprised of no less than three (3) members with at least two (2) members required to be members of the Association. The Modifications Committee will be governed by the Board of Directors and shall adhere to all the provisions set forth in this Declaration.

The Modification Committee shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions, or alterations, shall be submitted to the Modification Committee for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of the Owner to remodel the interior of a structure or to paint the interior of a structure any color desired.

Section 3. General. All property which is now or may hereafter be subjected to this Declaration is subject to architectural and environmental review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board, the New Construction Committee, or the Modifications Committee. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association and the committees created in this Article shall ensure compliance therewith. The Board of Directors shall have the right and power on behalf of the Association to enforce in courts of competent jurisdictions, decisions of either committee.

Section 4. Submissions to New Construction Committee. To secure the approval (the "Final Approval") of the New Construction Committee, an Owner shall deliver to the Committee, in form and substance reasonably satisfactory to the Committee, the number of complete sets hereinafter set forth of:

- (a) a site plan showing the location, dimensions, orientation to boundary lines and the set back lines of proposed buildings, parking garages, other structures, means of ingress and egress, driveway, traffic patterns, sidewalks, fencing and other improvements; and
- (b) design elevation of, and a core plan for, and description of the foundation, height and size of each structure, including the gross building area of each structure;
- (c) Drawings and detail of all exterior surfaces, including the roof, showing elevations and including the color, quality and type of exterior construction materials (collectively, the Exterior Plan);
- (d) All such other information as may be reasonably required which will enable the New Construction Committee to determine the location, scale, design, character, style and appearance of such Owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Plans") shall conform to the

applicable provisions of this Declaration. The Owner shall supply as many sets, not to exceed three (3), as deemed appropriate by the Committee.

Where an Owner has neglected to submit a site plan and/or a schematic plan for approval, failure of the New Construction Committee to exercise the powers granted by this Article IV shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Subdivision, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein, the New Construction Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; driveway access to adjacent street; the location, height and extent of fences, walls or other screening devices; garage access and the orientation of structures with respect to streets, walks, and structures on adjacent property. There shall be no chain link fencing except as may be utilized by builders with the approval of the New Construction Committee for temporary storage of building materials and supplies during the construction phase. No roofing materials shall be allowed other than composition roofing, which shall meet standards prescribed by the New Construction Committee. The surface materials used in the construction of driveways will consist solely of reinforced concrete and/or brick unless otherwise approved by the New Construction Committee. The New Construction Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or Architectural design requirements or that might not be compatible, in its judgement, with the overall character and aesthetics of the Property.

The New Construction Committee has the full authority to enforce additional restrictions as they are encumbered against any Property within a specific Neighborhood. Such restrictions will be more clearly defined in Supplemental Restrictions filed of record in Tarrant County, Texas for each Neighborhood.

Section 5. Time for Review of Plans. Upon submission by the Owner to the New Construction Committee or the Modification Committee of a written request for Final Approval and the submission to the New Construction Committee of the Plans (as applicable and in either case, the "Submitted Plans"), or other plans to the Modification Committee, each committee shall endeavor to review same within thirty (30) days from receipt of plans and notify Owner in writing whether the Submitted Plans are approved or disapproved. Committees, as required, shall approve the plans if such plans do not violate this Declaration. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the New Construction Committee to approve or disapprove the submitted plans in writing within such thirty (30) day period shall not constitute a waiver of the requirement that such approval be obtained or of any other requirements of this Declaration. No construction of the improvements provided for in the Submitted Plans shall be commenced until the receipt of the Committee's written approval of the Plans for such improvements. In the event the Modifications Committee fails to approve or disapprove plans submitted to it, or requests additional information reasonably required, within thirty (30) days after submission, the Plans for modifications shall be deemed approved.

Section 6. Review of Revised Plans. If the New Construction Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such changes requested by the New Construction Committee and may deliver the required number of complete sets of revised Submitted Plans to the New Construction Committee and the New Construction Committee shall endeavor to review such revised Submitted Plans within thirty (30) days to determine Owner's compliance with the New Construction Committee's requested changes.

Section 7. Changes in Approved Plans. An Owner shall secure the approval of the New Construction Committee to any material change or revisions in approved Plans in the manner provided in this Article for the approval of Plans.

Section 8. Variances. The New Construction Committee may authorize variances from compliance with any other of the architectural provisions of this Declaration, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by a least a majority of the New Construction Committee, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations.

Upon the recommendation of the Modifications Committee, the Board of Directors may authorize variances, as stated above. Such Modifications Committee variances must be evidenced in writing and signed by a majority of the Board of Directors and a majority of the Modifications Committee.

Section 9. No Liability. Neither Declarant, the Association, Board of Directors, the New Construction Committee or Modifications Committee or the Members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of Property affected by these restrictions by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the New Construction Committee or Modifications Committee for approval, agrees by submission of such plans and specifications and every Owner agrees that he will not bring action or suit against Declarant, the Association, Board of Directors, the Committees, or any of the members thereof to recover any such damages.

Section 10. Rules and Regulations. The New Construction Committee may, from time to time in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

ARTICLE V

EASEMENTS

Section 1. General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone, and cable television lines and drainage facilities shall be governed by the following:

- (a) Wherever sanitary sewer and/or water house connections or electricity, gas or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby grante' an easement to the full extent necessary therefore, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as to when the same may be necessary as set forth below.

(b) Wherever sanitary sewer and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which services his Lot.

Section 2. Reservation of Easements. Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer same.

Section 3. Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. With the exception of certain Lots located on the perimeter of the subdivision, underground electric, gas and telephone service shall be available to the remainder of the Lots in the subdivision. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantor nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements.

Section 4. Public Streets. All Lots within the subdivision shall abut and have access to a public street. Public street right-of-ways are shown on the plat of Oak Hill Estates.

Section 5. Emergency And Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Area including, but not limited to private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Area to render any service.

Section 6. Universal Easement. Each Lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

Section 7. Public Easement. There is hereby reserved to Declarant, its successors and assigns, an easement for public ingress

and egress over any public pedestrian pathways. This easement shall not imply any right of public use of the Common Area or Improvements thereon owned by the Association.

Section 8. Audio and Video. In the event that audio and video communication services and utilities are made available to any said Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 9. Fence/Berm Easement. Declarant does hereby GRANT AND CONVEY to the Association a perpetual non-exclusive private easement for the purposes described herein, in, on, over, under and across that certain thirty feet (30') of land on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Block 2, which is between the rear property line and a line parallel to and a distance of thirty feet (30') away from the rear property line (going toward the front property line of each Lot), hereinafter described as the "Fence/Berm Easement").

TO HAVE AND TO HOLD the Fence/Berm Easement together with all and singular the rights and appurtenances thereto in any way belonging to the Association and the successors and assigns of the Association forever; and Declarant does hereby bind Declarant and the successors and assigns of Declarant to warrant and to forever defend the easement unto the Association and the successors and assigns of the Association against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, and under Declarant, but not otherwise.

The easement, rights and privileges granted herein shall be for the purposes of maintaining, repairing, rebuilding and replacing the fence along the rear property line, the various berms contained in the Fence/Berm Easement and the landscaping which may be contained within the Fence/Berm Easement. The Association shall pay for the cost and expense of maintaining, repairing, or replacing the fence, the berms or the landscaping. An Owner whose Lot contains a portion of the Fence/Berm Easement shall not remove or add any landscaping to the berm without the express written consent of the Association. However, such Owner may install landscaping on the side of the berm which faces the rear yard of the Owner. This Easement is made expressly subject to each and every, all and singular, the valid and existing restrictions, liens, conditions, exceptions, mineral and oil royalty reservations and covenants of whatsoever nature of record, if any, and also the laws, regulations, ordinances, and statutes of municipal or other governmental authorities, if any, applicable to and enforceable against the Fence/Berm Easement.

ARTICLE VI

UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligation of the Association. The Association shall have the following responsibilities regarding utility bills, taxes and insurance:

- (a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Property or any part thereof.
- (b) The Association shall render for taxation and, as part of the common expenses of all owners, shall pay all taxes levied or assessed against or upon the Common Property and the improvements and the property appertaining thereto.

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- (c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities, if any, located in the Common Property and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Common Area, Association, its Board of Directors, its Members, agents and employees from and against liability in connection with the Common Property. Director and Officer liability and fidelity bonds are also allowable coverages that may be obtained by the Association.
 - (d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided, shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.
 - (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests.
 - (ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - (iii) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual owners;
 - (iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any owner or Mortgagee; and
 - (v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, if any Residential Unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any Mortgagee of a Residential Unit, Commercial Unit or Tract and may be enforced by such Mortgagee.

If it is determined, as provided for in Section 2 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds herein.

Section 3. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided however, that such extension shall not extend sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a Special Assessment against all Class A Owners in proportion to the number of residential lots. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost or repair, such excess shall be deposited to the benefit of the Association.

ARTICLE VII

CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in-lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Residential Units and Tracts subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the number of votes in the Class "A" membership of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in

the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article VI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII

MAINTENANCE AND REPAIRS

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at the sole cost and expense of the Owner to care for, maintain and repair the exterior and interior of the residence and improvements on the Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to this residence, sidewalks and fences which are appurtenant to the residence and situated on the Lot. The Association shall have no duty or obligation to any Owner in this regard. The Association shall have the right to enforce this restriction to the fullest extent permitted in this Declaration. If any Improvement is damaged or destroyed, the Owner shall diligently proceed to restore such Improvement to the condition existing prior to such damage or destruction or, in the alternative, raze or remove such Improvement and Landscape from the property pursuant to a Removal Plan approved by the Modifications Committee.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Property, Common Facilities and all parts thereof, including but not limited to, landscaped lawns, esplanades, parking areas and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of any private driveway, sidewalk, and fence or fences which are appurtenant to his residence house.

ARTICLE IX

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all Improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

The Board of Directors shall be authorized to contract with outside Associations to provide usage of the Recreational Facilities of this Association. Such contract will set forth usage privileges and obligations and monetary payment for such privileges to this Association. All arrangements, fee schedules and contracts will be developed and approved at the total discretion of the Board of Directors of this Association.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Oak Hill Estates conveyed to it by the Declarant. All property conveyed to the Association as Common Area shall be free of all liens and other similar encumbrances.

Notwithstanding anything contained in this Declaration to the contrary, Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority water lines, sanitary sewer systems, storm water facilities, streets and esplanades situated in the Common Area and to terminate or modify these restrictive covenants with respect to such dedicated property. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the Land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the cost of such maintenance.

Section 3. Rules and Regulations. The Association, throughout its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration and any subsequent Supplemental Restrictions. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Residential Unit, Commercial Unit or Tract, and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein necessary to effectuate any such right or privilege.

ARTICLE X

RESTRICTIONS OF USE

Section 1. Single Family Residence. All buildings, structures, and other improvements erected, altered, or placed in the Property shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. The exterior finish or construction of an Living Unit shall be at least seventy-five (75%) per cent brick, stone, or other masonry on the first floor; in computing such percentages, roof areas shall be excluded, but garages, porches, and other structures constituting part of the Living Unit proper shall be included. All exterior wall chimneys must be completely bricked. All exterior wood products shall require the written approval of the New Construction Committee. No building shall be erected, altered or permitted to remain on any single Lot, other than one single-family residential dwelling and a private garage for not less than two (2) cars nor more than three (3) cars. No carports shall be permitted in the Subdivision. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes. The maximum allowable height of any residential structure shall not exceed two and one-half (2 1/2) stories and all garages are restricted to one (1) story. Unless otherwise specified in a recorded Supplemental Restriction, all garages must be detached from the main residential structure.

Section 2. Reasonable Enjoyment. No nuisance shall ever be erected, placed, or suffered to remain upon any Lot in the Property and no Owner of, or resident on, any Lot in the Property shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association's Board of Directors is hereby authorized to determine what constitutes a violation of this restriction.

Section 3. Animal Husbandry. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association's Board of Directors), snakes or livestock of any kind shall ever be

kept in the subdivision except that dogs, cats or other common household pets (not to exceed a total of two animals) may be kept by the Owner or tenant of any Living Unit, provided they are not kept for any commercial purpose. Any allowable pet that is kept in a household must be confined to its Owner's Lot either by constraints of a backyard fence, a leash or within the residence. No animal shall be permitted to run freely away from its Owner's Lot and must be controlled by a leash or trained to walk with the Owner unleashed. All applicable lease and licensing laws in effect in the City of Southlake and Tarrant County shall also apply to this animal husbandry provision.

Section 4. Trash and Rubbish Removal. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or public or private streets. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Section 5. Oil and Mining Operations. No oil or natural gas drilling; oil or natural gas development; or oil refining, quarrying, or mining operations of any kind; no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Properties.

Section 6. Prohibited Use. Industrial use of the Properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No activity or use shall be permitted on, or with respect to, the Property which is determined by the Board to be obnoxious to, or out of harmony with, a distinctive community including, but not limited to, any trailer houses and parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire, bankruptcy or auction sale or operation. No burning of rubbish or trash shall be permitted at any time. No storage area shall be permitted between any building and the front property line of such Property.

No activity, whether for profit or not, which is not related to single-family residential purposes, shall be carried on any Lot, except on those Lots which may be designated by Declarant for use as sales offices, construction offices, and storage facilities for a period of time commensurate with home construction and sales within the Property. Except for this temporary use of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done, on any land which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Septic Tanks. No cesspool, septic tank or privy shall be placed or maintained in the Property.

Section 8. Declarant's Rights During Development Period. During that period of time while any parcels of land or Lots located within the Property are being developed and marketed (the "Development Period"), the Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Area and land owned by Declarant within the Property in connection with the promotion and marketing of land within the boundaries of the subdivision. Within limiting the generality of the foregoing, Declarant may erect and maintain such signs, temporary buildings, model homes, and other structures as Declarant may reasonably deem necessary or proper with the promotion, development, and marketing of land within the Property during the Development Period.

Section 9. Builder Rights. During the Declarant Period, the New Construction Committee shall have the right to allow an approved

Builder in the subdivision the right to erect and maintain such signs, model homes, and other structures as the New Construction Committee may reasonably deem necessary or proper in connection with Builder's promotion, development, and marketing of Lots and residential improvements located within the subdivision. The approvals granted by the New Construction Committee, as described above, are discretionary and may be revoked in the manner specified in the Development Guidelines. Builder shall be given at least ten (10) days notice to comply with any revocation of approval by the New Construction Committee.

Section 10. Storage of Boats, Trailers and other Vehicles and Equipment. No boat, trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort or any item deemed offensive by Declarant or Association shall be permitted to park on any Lot except in an enclosed structure or behind a solid fence, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefore. This restriction shall not apply to automobiles or small passenger trucks in good repair and attractive condition, provided that any such vehicles are parked on an improved driveway which has been approved by the New Construction Committee. Storage of approved vehicles on the driveway or street right-of-ways is defined as parking without movement for a period of forty-eight (48) hours or more during a period of seven consecutive days. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public.

The Declarant or Board of Directors reserves the right to restrict street right-of-way parking on specific streets within the subdivision when street parking could detract from the architectural harmony of an area or cause restricted street access to normal traffic flow or emergency vehicles.

Section 11. Clothes Lines. No clothing or other materials shall be aired or dried on the Property except in an enclosed structure so as not to be visible to public view.

Section 12. Construction Work. Except in an emergency, or when other unusual circumstances exist as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 6:00 A.M. and before 9:00 P.M.

Section 13. Location and Maximum Height of Antennae.

- (a) Residential antennae. No electronic antennae or devise of any type other than one antenna for transmitting or receiving television or radio signals shall be erected, constructed, placed, or permitted to remain on any house, structure, improvement or building used as a Residential Unit unless such antenna is located to the rear of the roof ridge line, gable or center line of the principal building unless this is not possible due solely to the design of the roof. Freestanding antennae must be attached to, and located behind, the rear wall of the main improvement or building structure. Guy wires may be installed for the purposes of securing antennae; provided, however, that such wires do not encroach upon any easement of adjoining property, are located behind the rear wall of the main improvement or building structure and are screened from view by installation of approved fencing as described above. No antennae, either freestanding or attached, shall be permitted to extend above the roof of the structure on which erected, nor shall it be erected on a wooden pole. No antennae shall be visible from any street, right-of-way or Common Area.

- (b) Satellite Dish. No satellite dish shall ever be permitted to be erected or maintained on any Lot unless it is placed in the backyard of a Lot or it is properly screened from the view of any street, according to the guidelines of the Modifications Committee and such screening has been approved by the Modifications Committee.

Section 14. Electrical Telephone and other Utility Lines. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the New Construction Committee.

Section 15. House Numbers and Mail Boxes. All mailboxes shall be constructed of brick to match the Living Unit and all of the mailboxes shall have the same design. House numbers and similar matter used on the Property, must be harmonious with the overall character and aesthetics of the community. The decision of the New Construction Committee that any such matter is not harmonious shall be final.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any Lot except for one sign on each Lot, which sign may not exceed six square feet, for the purpose of advertising the property for sale or rent, except signs used by Declarant, or its successors or assigns, for a period of time commensurate with its home construction/sales program. No sign shall be permitted that shall advertise that a property has been or will be foreclosed. Declarant and the New Construction Committee shall have the right to remove any sign. Except as provided to the contrary herein, in no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Property except those owned by Declarant or Builder. The New Construction Committee must approve any use of said items by Declarant or Builder.

Section 17. Lot Maintenance. The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time frame. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments unless such specific item(s) has been approved in writing by the New Construction Committee or the Modification Committee. The Association or Declarant shall have the right, after ten (10) days notice to the owner of any Lot setting forth the action intended to be taken by the Association or Declarant, provided at the end of such time such action has not already been taken by such Owner, (i) to mow or edge the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Declarant, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such owner shall

be obligated thereafter to pay interest thereon at the maximum rate allowable by law, and to pay attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such owner's property, subject to liens then existing thereon. Such lien shall be enforceable as any other assessment lien as provided in this Declaration.

Section 18. Roof Ventilators or Projections. All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not exceed above the highest point of such structure, so as not to be visible from any public street. Declarant and the New Construction Committee may approve exceptions to this restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks, without the written permission of the New Construction Committee.

Section 19. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on, or in, any residential building on any part of the Property.

Section 20. Driveways. The Owner of each Lot shall construct and maintain, at his expense, a driveway of not less than ten feet (10') in width from his garage to an abutting street, including the portion in the street easement, and he shall repair, at his expense, any damage to the street occasioned by connecting his driveway thereto.

The New Construction Committee reserves the right to restrict the location of any driveway on any Lot. Such restriction will be so stated in the Supplemental Restrictions recorded for any or all Neighborhoods within the subdivision.

Section 21. Sod. The Owner of each Lot, as a minimum, shall solid sod with grass the front and side yards of his Lot. The grass shall be of a type and within standards prescribed by the New Construction Committee.

Section 22. Landscaping. Each Lot on which a Living Unit is constructed shall have landscaping including but not limited to shrubs, flowers, trees, ground cover and grass, either sod or hydromulch, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining Lots. Landscaping of a Lot shall be completed prior to occupancy. Each Owner shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. No railroad/crosstie walls shall be permitted in the front yard or in any location visible to a street. Landscaping timbers are permitted.

Section 23. Outbuildings. No treehouse or children's playhouse shall be permitted on any Lot in the Property without prior written approval of the New Construction Committee. No metal storage outbuildings shall ever be erected, placed or maintained upon any Lot in the Property. Outbuildings or other structures, temporary or permanent, other than the main residence or garage shall be limited to eight feet (8') in height and shall be subject to approval by the New Construction Committee. Temporary structures may be used as building offices and other related purposes by Declarant or builder. Any other type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Living Unit located on the Lot. The New Construction Committee or the Modification Committee shall require their approval of, but not limited to, all outbuildings, play structures, shade structures. Any outbuilding will be required to be constructed with material and design that is determined by the New Construction Committee to be conducive with the design of the residence. All playground and recreational equipment pertaining to a

Residential Lot should be placed at the rear of the same. No outbuilding or play structure will be permitted to (a) be placed on an easement; (b) be located nearer than five feet (5') to an interior side line of the Lot; or (c) forward of the front building line. The New Construction Committee is hereby authorized to determine what constitutes a violation of this restriction.

Section 24. Lot Drainage. All drainage of water from any Lot and the improvements thereon, shall drain or flow as set forth below:

- (a) Any such water shall drain or flow from the rear Lot line to the front Lot line into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots or Common Areas unless an easement for such purpose is granted. The Builder and/or Owner shall provide drains or swales to effect such drainage upon construction of the dwelling unit on the Lot.
- (b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.
- (c) No structure, planting or other material shall be placed, or permitted to remain, or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 25. Minimum Square Footage No building or Living Unit in the Property shall exceed two and one-half (2 1/2) stories in height. Furnished attics and/or basements shall not be considered for the purposes of this Section 26 to be separate stories. No Living Unit shall contain less than two thousand five hundred (2500) square feet of living area, unless the New Construction Committee agrees to the contrary in writing. All computations of living area shall be exclusive of attics, basements, open or screened porches, terraces, patios, driveways, and garages. Measurements shall be to the face of the outside walls of the living area.

Section 26. Building Requirements. As to each Lot in the Property, the following building requirements shall apply unless the New Construction Committee agrees to the contrary in writing, to-wit:

- (a) No building (i) shall be placed or built on any Lot nearer to the front Lot line or nearer to a side street line than the building lines therefore shown on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.
- (b) Before the residence constructed on the Lot is completed, the Owner shall construct an improved walkway, to be approved by the New Construction Committee, at least four feet (4') in width from the front door of the residence to the street curb or to the private driveway, and otherwise in compliance with the laws or ordinances of the City of Southlake or Tarrant County, Texas.
- (c) Each residence located on a corner Lot shall face the public street having the lesser frontage.
- (d) No garage entrance shall face the public street on which the residence fronts, unless such garage is located at least thirty feet (30') or more from the front line of the Lot. The New Construction Committee may, in its sole discretion, waive this requirement in writing. The Declarant reserves the right to set specific location requirements for garages. Such restrictions will be set forth in Supplemental Restrictions to be filed in the Real Property Records of Tarrant County, Texas.

Section 27. Location of Improvements. Unless the New Construction Committee agrees to the contrary in writing, (i) no building on any Lot in the Property shall be located nearer than five

feet (5') to an interior side line of the Lot, except that a detached garage or other permitted building located thirty feet (30') or more from the front line of the Lot may be located as near as three feet (3) to an interior side line of the Lot, and (ii) no part of a main residential structure, exclusive of one story garages, shall be located nearer than ten feet (10') from the rear line of the Lot. Brick wing walls, provided they are attached to the residence and parallel to the front Lot, can be extended to the said Lot line.

Section 28. Walls, Fences and Hedges. No walls, fences or hedge shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No fence, wall or hedge shall be more than eight (8') feet in height, unless approved in writing by the New Construction Committee. No chain link fence type construction will be permitted on any Lot except, however, Declarant is exempt from this prohibition as long as it owns property in the Subdivision. Any wall, fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. Approval of the New Construction Committee shall be obtained prior to the erection of any wall, fence or hedge on any lot.

All walls and fencing shall be of wood, ornamental metal or American brick except as set forth herein. The use of chain link fencing is prohibited on all Lots except for tennis courts and other special applications, and then only with prior written permission from the New Construction Committee.

Except for the fence installed within the Fence/Berm Easement composed of wrought iron (or having the appearance of wrought iron), no solid fence or wall may be located along, or within thirty feet (30') of the rear property line for Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Block 2.

Section 29. Roofs The roof of each Residence shall be covered with asphalt or composition type shingles of 240 pounds or heavier weight or an alternate approved by the New Construction Committee, that approximates the color of weathered wood shingles. The decision of such comparison may rest exclusively with the New Construction Committee. Any other type roofing material may be permitted only at the sole discretion of the New Construction Committee, upon written request. All roof stacks and flashings must be painted to match the approved roof color.

Section 30. GARAGES. Each residence shall have not less than a two (2) car garage. The garage door of any house or residence must open on the side or rear for inside Lots or at the rear of the House for corner Lots, except that a garage door can open toward the street provided the garage is a minimum of thirty feet (30') behind the front building line for inside lots or a minimum of twenty (20') feet behind the side property line for corner Lots

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration, and failure of Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 2. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all, or any part, of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained shall be subject to the terms and provisions of this Declaration.

Section 3. Taxes. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of, and shall be enforceable by, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 4. Amendments. This Declaration may be amended in whole, or in part, by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than seventy-five percent (75%) of the aggregate of the votes of both Classes of Membership if the amendment occurs within twenty (20) years after the date of this Declaration; or (ii) the Members entitled to cast not less than sixty percent (60%) of the aggregate of the votes of both Classes of Membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended. All amendments shall be recorded in the Official Public Records of Real Property of Tarrant County, Texas.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or his assignee of such right or privilege.

Section 5. Amendments by Declarant. So long as Declarant owns a Lot in the Subdivision, the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration, and shall not impair the vested Property or other rights of any Owner or his mortgages. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use restrictions applicable to any portion of the Properties as provided within this Declaration; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantial right of any existing Owner.

Section 6. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to, nor constitute harassment of the Association. This Declaration and the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 7. Indemnification and Hold Harmless.

- (a) **By the Association.** The Association shall indemnify every officer and director against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being, or having been, an officer or director. The officers and directors

shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors 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 such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

- (b) By an Owner. Each Owner shall be liable to the Association for any damage to the Common Area of any type or to any equipment thereon which may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each Owner does further, by the acceptance of a deed, agree to indemnify each and every other Owner, and to hold harmless each and every other Owner, from any claim of any person for personal injuries or property damage occurring within or upon his Residential Unit, Commercial Unit or Tract. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the golf course or other recreational facility within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from any such claim or damage.

Section 8. Rights of Mortgagees, Trustees, Lienholders. No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgages or Deeds of Trust, or the rights of any assignee of any Mortgage, Trustee or Lienholder under any such mortgage or Deed of Trust.

Section 9. Building Sites. With the written approval of the New Construction Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements, limited to the improvements permitted in this Declaration or subsequent Supplemental Declarations, may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the New Construction Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of several Lots combined in accordance with this Section 10 will be based upon one assessment for each of the originally platted Lots so combined.

Section 10. Renting or Leasing. Improvements on Tracts or Residential Units may be rented or leased only by written leases and subject to the following restrictions:

All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the

rules and regulations promulgated thereunder as though such tenant were an owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder, and is responsible for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board's option, considered a default in the lease.

In the event that a lessee, occupant or person living with the lessee violates a provision of the Declaration, By-Laws or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee and/or Owner to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board of Directors shall also have the power to impose reasonable fines upon the lessee and/or Owner for any violation by the lessee, occupant, or person living with the lessee of any duty imposed under the Declaration, By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the Owner, lessee, occupant or person living with the lessee to use the Common Area.

Section 13. Notice. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to an Owner, to its last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to its President, Secretary or registered agent. The initial address for the Association and Declarant shall be:

Mr. James R. Harris, Jr.
6300 Ridglea Place
Suite 1212
Fort Worth, Texas 76116

and such address for the Association and Declarant shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Tarrant County, Texas, specifying a different address for the party filing such Supplement (in which event such address specified in such Supplement shall be the address, for the purposes of this Section 13, for the addressee named in such supplement).

Section 14. Enforcement. The covenants, conditions, restrictions, easements, uses, privileges, Assessments and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant, the Association and each Owner of the Properties or any part thereof, their respective heirs, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in the Association. In the event the Association fails or refuses to enforce a provision of this Declaration for a period of thirty (30) days after written notice from Declarant or any Owner, as the case may be, Declarant shall have the right, but not the obligation to enforce such provision. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision, the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach this Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration by an Owner relating to the use or maintenance of any portion of the Properties or part thereof, is hereby declared to be and constitute a nuisance and every

public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration, or to restrain a breach thereof, the party or parties against whom judgement is entered shall pay the attorney's fees and costs of the party or parties for whom judgement is entered in such amount as may be fixed by the Court in such proceedings. All remedies provided under this Declaration, including those at law or in equity, shall be cumulative and not exclusive. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

Section 15. Good Faith Lender's Clause. No violation of this Declaration shall affect any lien or deed of trust of record upon any property subject to assessment or any part of the property, when held in good faith. These liens may be enforced in due course, subject to the provisions of this Declaration.

Section 16. Mergers. If the Association shall merge or consolidate with another association as provided in the Articles of Incorporation, then the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions, together with any declarations of covenants, conditions, and restrictions governing these and any other properties, under one administration. No merger or consolidation shall cause any revocation, change, or addition to this Declaration.

Section 17. Conflict with Deeds of Conveyance. Declarant's Rights. If any part of this Declaration shall be in conflict with any term of a previously recorded deed of conveyance to any portion of the Property, the term of the prior deed of conveyance shall govern, but only to the extent of such conflict. Where rights are reserved to Declarant by the restrictions of this Declaration, Declarant reserves the right to modify such restrictions as necessary in subsequent deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

Section 18. Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Tarrant County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Members entitled to cast no less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership has been filed for record in the office of the County Clerk of Tarrant County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

Section 19. Severability. Invalidation of any term or provision of this Declaration by judgement or otherwise shall not affect any other term or provision of this Declaration and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 20. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all case be assumed as though in each case fully expressed.

Section 21. Titles. The titles of this Declaration, and of Articles and Sections contained herein, are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

7

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK HILL ESTATES

STATE OF TEXAS

COUNTY OF TARRANT

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Oak Hill Estates is made as of the date set forth below by OAK HILL DEVELOPMENT CORPORATION (hereinafter referred to as the "Declarant").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Oak Hill Estates was filed under Volume 10196, Page 0900 of the Real Property Records for Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declarant desires to amend the Declaration; and

WHEREAS, in accordance with Article XI, Section 4 of the Declaration, the Declarant is authorized to amend the Declaration.

NOW THEREFORE, for and in consideration of the foregoing premises and in accordance with the Declaration, Declarant hereby declares as follows:

1. The last two sentences of Article X, Section 1, are deleted in their entirety and replaced with the following

The maximum allowable height of any residential structure shall not exceed two and one-half (2 1/2) stories and garages shall not exceed one and one-half (1 1/2) stories.

2. Article X, Section 15, is deleted in its entirety and replaced with the following:

Section 15. House Numbers and Mail Boxes. All mailboxes shall be constructed of brick to match the Living Unit. House numbers and similar matter used on the property must be harmonious with the overall character and aesthetics of the community. The decision of the New Construction Committee that any such matter is not harmonious shall be final.

3. Article X, Section 21 is deleted in its entirety and replaced with the following:

Section 21. Sod. The Owner of each Lot, as a minimum, shall solid sod with grass the front yard of this Lot. The grass shall be of a type and within standards prescribed by the New Construction Committee.

4. The last two sentences of Article X, Section 22, are deleted in their entirety and replaced with the following:

No railroad/crosstie wall shall be permitted in the front yard.

5. Article X, Section 24 is deleted in its entirety and replaced with the following:

Section 24. Lot Drainage. All drainage of water from any Lot and the improvements thereon, shall drain or flow as set forth below:

(a) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(b) No structure, planting or other material shall be placed, or permitted to remain, or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

6. The first sentence of subparagraph (d) of Article X, Section 26, is deleted in its entirety and replaced with the following:

No garage entrance shall face the public street on which the residence fronts, unless such garage is located at least thirty (30') feet or more from the front building line of the Lot.

7. Article X, Sections 27, is deleted in its entirety and replaced with the following:

Section 27. Location of Improvements. Unless the New Construction Committee agrees to the contrary in writing, no building on any Lot in the Property shall be located nearer than fifteen (15') feet to an interior side line of the Lot. No part of a residential structure shall be located nearer than forty (40') feet from the rear line of the Lot. Brick wing walls, provided they are attached to the residence and parallel to the front Lot line, can be extended to that Lot line.

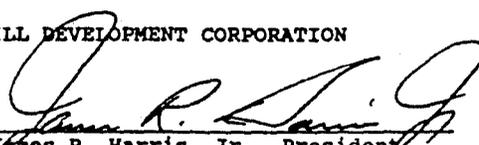
Except as expressly set forth in this Amendment, the Declaration remains in full force and effect and is hereby ratified and confirmed.

3^d IN WITNESS WHEREOF, this Declaration is executed on this the day of June, 1991.

DECLARANT:

OAK HILL DEVELOPMENT CORPORATION

BY:


James R. Harris, Jr., President

*****RATIFICATION*****

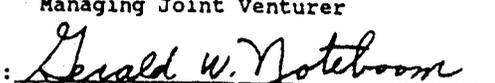
PERRY HOMES, a Joint Venture, as an owner of certain lots in the Property (as defined in the Declaration), hereby ratifies, confirms and consents to this First Amendment.

Executed the day and year set forth above.

PERRY HOMES, a Joint Venture

BY: Perry-Houston Interests, Inc.,
Managing Joint Venturer

BY:


Gerald W. Noteboom
Senior Vice President

*****JOINER OF LIENHOLDER*****

BANK OF COMMERCE is the holder of a lien or liens covering the Property and has executed this First Amendment solely to evidence its joinder in, and consent to, the imposition of the foregoing covenants, conditions and restrictions upon such land and that the rights of the undersigned under the lien documents shall be subject to the terms and provisions of this First Amendment.

BANK OF COMMERCE

BY: Gene Gray
Gene Gray, President

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 3rd day of June, 1991, by JAMES R. HARRIS, JR., as President of Oak Hill Development Corporation, a Texas corporation, on behalf of said corporation.

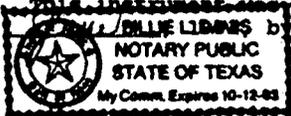
Denise Adams 6-15-95
Seal Showing Name and Commission Expiration

Denise Adams
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 4th day of June, 1991, by GENE GRAY by GENE GRAY, as President of Bank of Commerce.



Seal Showing Name and Commission Expiration

Billie L. Davis
Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 3rd day of June, 1990, by GERALD W. NOTEBOOM, as the duly authorized representative of PERRY-HOUSTON INTERESTS, INC., a Texas corporation, the Managing Joint Venturer of, and on behalf of, PERRY HOMES, a Joint Venture.



Seal Showing Name and Commission Expiration

Sheila McIntosh
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

OAK HILL DEVELOPMENT CORPORATION
ATTN: JAMES R. HARRIS
6300 RIDGLEA PLACE, SUITE 1212
FORT WORTH, TX 76116

C:\JK\OHD\odr1

D191091687
OAK HILL DEVELOPMENT CORP
6300 RIDGLEA PLACE #1212
JAMES R HARRIS
FT WORTH, TX 76116

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

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

RECEIPT NO REGISTER PRINTED DATE TIME
191191011 DR91 06/07/91 09:06

| | INSTRUMENT FEED | AMOUNT | FILED | TIME | |
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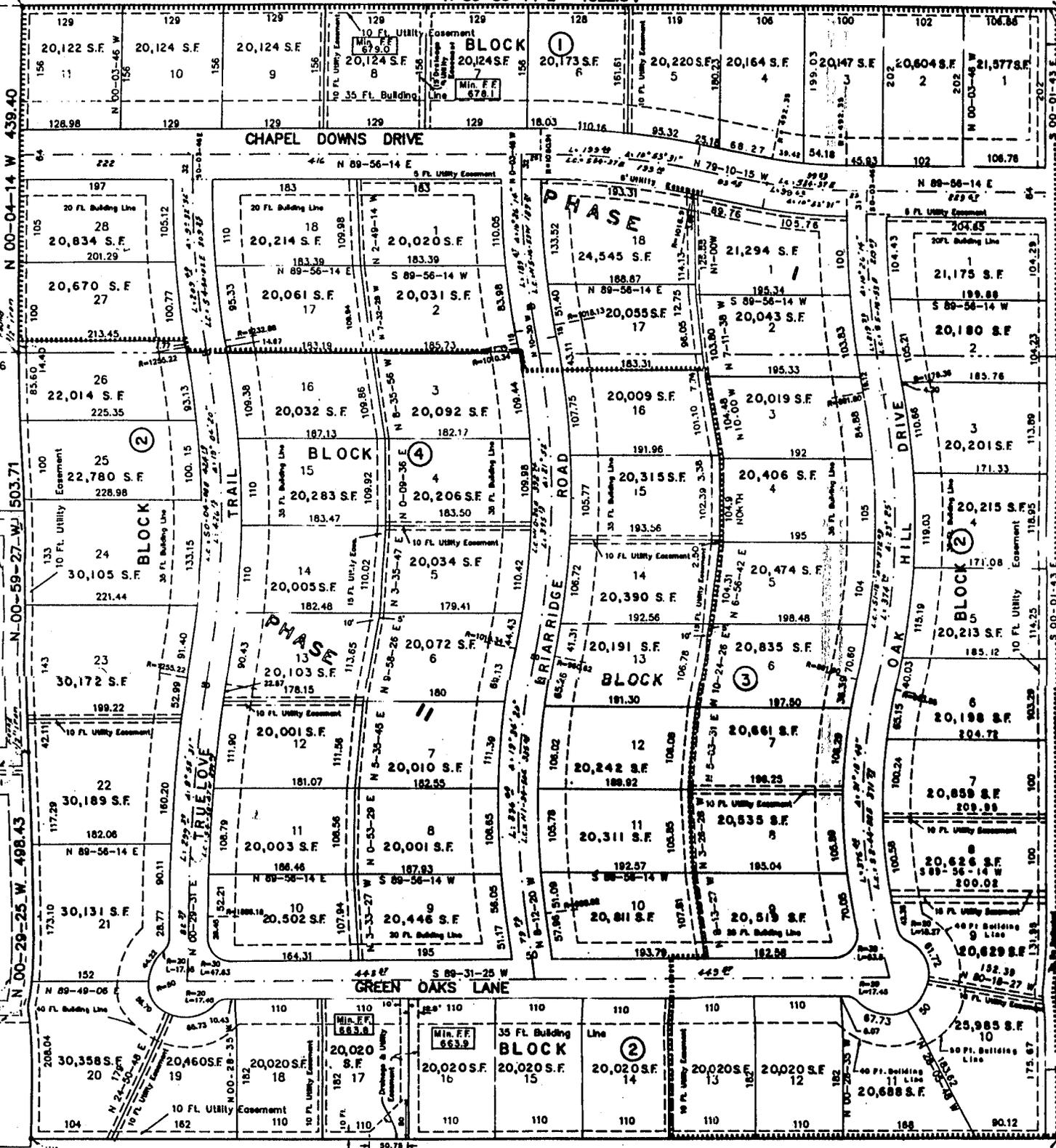
T O T A L : D O C U M E N T S : 01 F E E S : 7.00

B Y *B*

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

10275 1666

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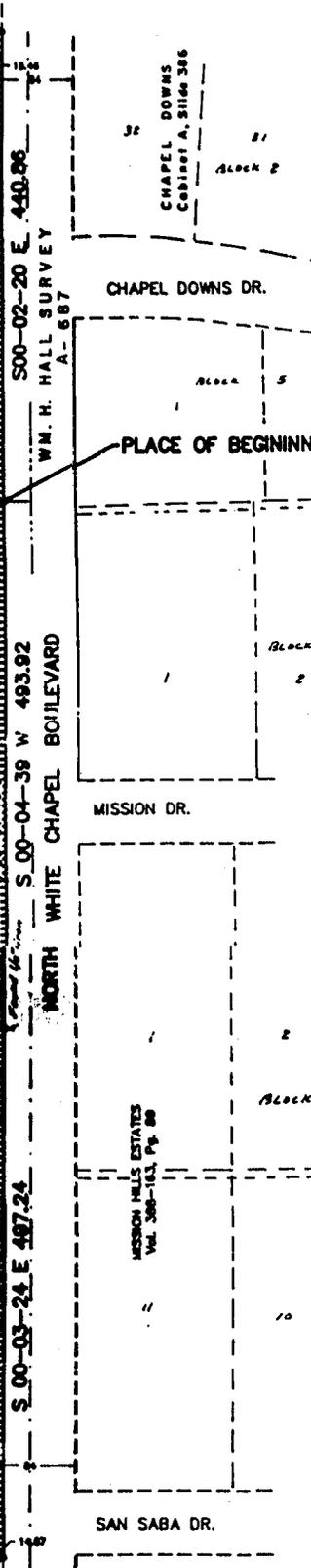
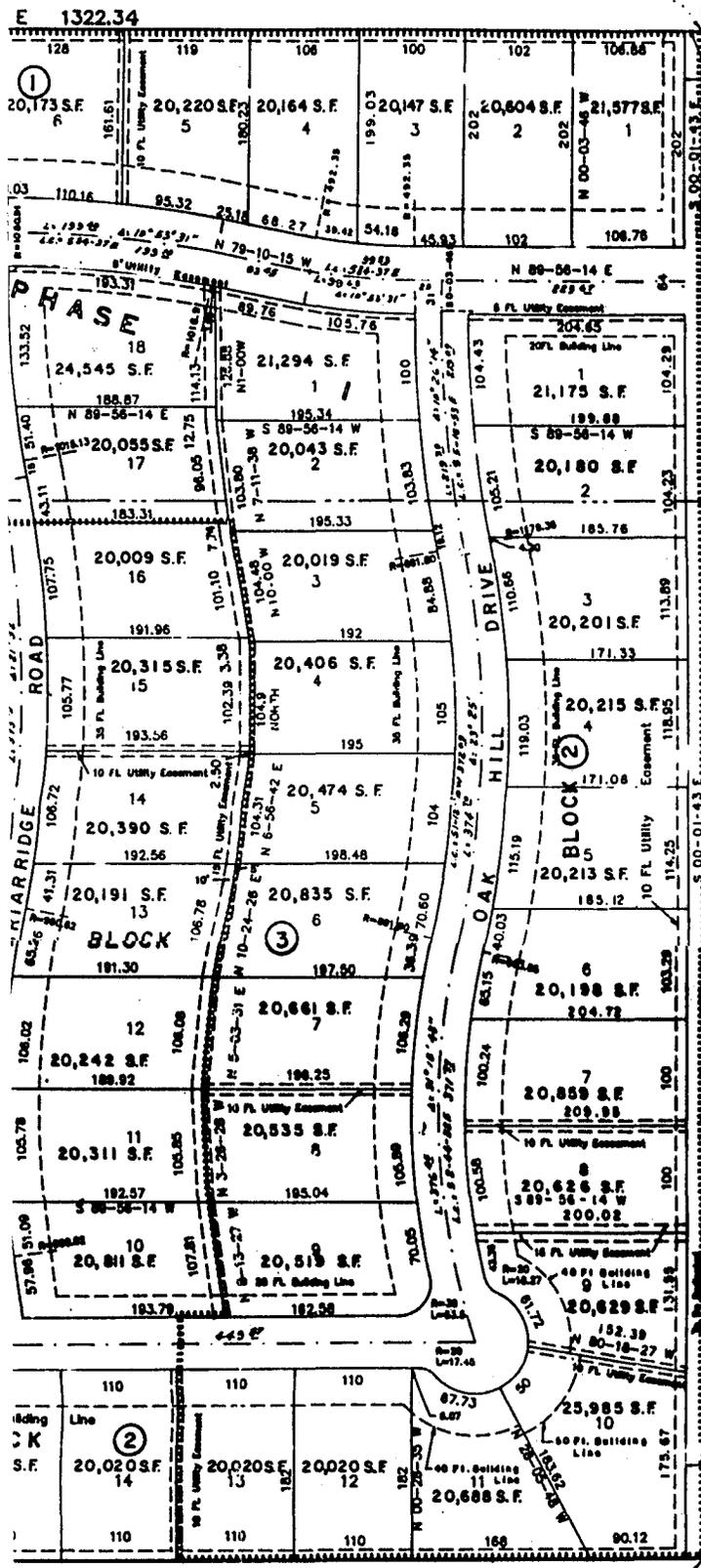
S 89-31-25 W 1308.99



Fine Residential Neighborhoods • Oak Hill Development Corporation

This map filed in Cabinet A Slide No. 1083 Data

D191046177



CHapel Downs Cabinet A, Slide 386

CHapel Downs Dr.

MISSION DR.

SAN SABA DR.

W.M. H. HALL SURVEY
S 00-02-20 E 440.86
A-687

W.M. H. HALL SURVEY
S 00-04-39 W 493.92

NORTH WHITE CHAPEL BOULEVARD
S 00-03-24 E 487.24

PLACE OF BEGINNING

Found Within East Line of 43.42
Acres for the West Line of
10.00 Acres of Block 1, being
by deed call 20.71 part of the
N.E. Cor. of L.B.G. Hall Surv.

OF TARRANT
OF TEXAS

I hereby certify that this is
and at the time stamped hereon
in the Volume and Page
of Tarrant County, Texas, as shown.

3/24/99

SURVEYOR: BROOKES BAKER
SURVEYORS
511 E. Bluff Street
Fort Worth, Texas 76102
Metro (817) 429-6119
335-7151

ENGINEER: TEAGUE HALL AND
PERKINS, INC.
915 Florence Street
Fort Worth, Texas 76102
(817) 336-5773

OWNER /
DEVELOPER: OAK HILL DEVELOPMENT
CORPORATION
6300 Ridgely Place, Suite 1212
Fort Worth, Texas 76116
(817) 737-6404

MISSION HILLS ESTATES
Vol. 308-183, Pg. 88

NO CONSTRUCTION, INCLUDING FENCES, WITHOUT THE
APPROVAL OF THE CITY OF SOUTHLAKE SHALL BE ALLOWED WITH
DRAINAGE EASEMENT, AND THEN ONLY AFTER DETAILED ENGINEER
PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, AND
CONSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT
SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY
CONSTRUCTION RECORDING A PARTY TO THE REQUEST.
CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATION
BE A MINIMUM OF ONE (1) FOOT ABOVE THE 100-YEAR
ELEVATION.

A 43.426 Acres
Final Plat of Lots 1 through 11 in Block 1
Lots 1 through 28 in Block 2,
Lots 1 through 18 in Block 3, and
Lots 1 through 18 in Block 4 of
OAK HILL ESTATES
on addition in the City of Southlake
in Tarrant County, Texas; and embracing
parts of the THOMAS W. HOOD SURVEY,
Abstract No. 706 and the L.B.G. HALL SURV
Abstract No. 686.
We marked the perimeter corners as shown here
Surveyed May 1990.
BROOKES BAKER SURVEYORS
Don W. Hickey



This is to certify that I, Don W. Hickey, a Registered Professional Land Surveyor of the State of Texas, having plotted above subdivision from an actual survey on the ground; when authorized by the developer, all lot corners, angle and points of curve shall be properly marked on the ground and that this plat correctly represents that survey made on or under my direction and supervision.

Don W. Hickey
Don W. Hickey

ACCESS EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF TARRANT §

That Oak Hill Development Corporation, a corporation whose address is 6300 Ridglea Place, Suite 824, Fort Worth, Texas 76116 (hereinafter called "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to Grantor in hand paid, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from (i) the Oak Hill Estates of Southlake Homeowners Association, Inc., a Texas non-profit corporation, and (ii) the Owners of each Lot in Blocks 1, 2, 3 and 4 of Oak Hill Estates, an Addition to the City of Southlake, Tarrant County, Texas, according to the plat thereof duly recorded in Cabinet A, Slide 683, of the Real Property Records of Tarrant County, Texas, as such terms ("Lot" and "Owner") are defined in that Declaration of Covenants, Conditions and Restrictions for Oak Hill Estates duly recorded in Volume 10196, Page 0900 of the Real Property Records of Tarrant County, Texas (collectively hereinafter called "Grantees") has dedicated, granted, sold and conveyed, and by these presents does hereby dedicate, grant, sell and convey unto Grantees herein, a perpetual and non-exclusive easement for (i) ingress, egress, access and the passage and accommodation of pedestrian traffic, and (ii) the construction, use, maintenance, inspection, repair and replacement of a walkway within the boundaries of such easement upon, over, through and across that certain strip of land more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called the "Access Easement").

TO HAVE AND TO HOLD the above-described Access Easement together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs, executors, administrators, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Access Easement unto the said Grantees, and their respective heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Access Easement is dedicated and granted subject to all encumbrances and other matters (i) of record in Tarrant County, Texas, and/or (ii) visible and on the ground or that a correct survey would reveal, to the full extent same exist and affect the Access Easement herein dedicated and granted.

All persons entering upon the Access Easement under this grant shall confine themselves to the purposes contemplated herein and no trespassing shall be permitted by Grantees, their guests, agents, lessees and/or invitees.

This Access Easement and all of the terms, provisions and obligations hereof shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantees and their respective heirs, executors, administrators, successors and assigns. Grantees' rights hereunder may also be exercised, at Grantees' option, by Grantees' lessees, agents, guests and invitees.

IN WITNESS WHEREOF, this instrument is executed this the 21st day of April, 1993.

GRANTOR:

OAK HILL DEVELOPMENT CORPORATION

By: James R. Harris
James R. Harris, President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of April, 1993, by James R. Harris, President of Oak Hill Development Corporation, a Texas corporation, on behalf of said corporation.



Fronna Dean Patroe
Notary Public, State of Texas

Printed Name: Fronna Dean Patroe
My Commission Expires: 5-15-94

jws/oak-hill.aa

Return to:

Oak Hill Development Corp
6300 Ridgely Pl., #824
Mt. Worth, TX 76116
Attn: Jim Harris

11026 1924

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D193076034
POPE HARDWICKE CHRISTIE
901 FT WORTH CLUB BLDG
FT WORTH, TX 76102 4995

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

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

T O : S T E W A R T T E X A S T I T L E C O

| RECEIPT NO | REGISTER | PRINTED DATE | TIME |
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T O T A L : D O C U M E N T S : 01 F E E S : 10.00

B Y: 

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

11026 1925

36

AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE RESTRICTING THE USE OF PROPERTY ON AND IN THE VICINITY OF THE DALLAS-FORT WORTH REGIONAL AIRPORT: BY ESTABLISHING AIRPORT APPROACH ZONES, TRANSITION ZONES, HORIZONTAL ZONES, AND CONICAL ZONES, AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR AMENDMENTS OR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE DALLAS-FORT WORTH REGIONAL AIRPORT ZONING MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF ADJUSTMENT; PROVIDING FOR JUDICIAL REVIEW; AND IMPOSING PENALTIES.

This ordinance is adopted pursuant to the authority conferred by the Airport Zoning Act, Article 46e, V.A.C.S., as amended by all subsequent legislation. It is hereby found that an airport hazard endangers the lives and property of users of the Dallas-Fort Worth Regional Airport and occupants of land in its vicinity, and also, if of the obstruction type, in effect reduces the size of the area available for the landing, taking-off and maneuvering of aircraft, thus tending to destroy or impair the utility of the Dallas-Fort Worth Regional Airport and the public investment therein. Accordingly, it is declared: (1) that the creation or establishment of an airport hazard is a public nuisance and an injury to the region served by the Dallas-Fort Worth Regional Airport; (2) that it is necessary in the interest of the public health, public safety and general welfare that the creation or establishment of airport hazards be prevented; and, (3) that the prevention of these hazards should be accomplished, to the extent legally possible, by the exercise of the police power without compensation. It is further declared that both the prevention of the creation or establishment of airport hazards and the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which political subdivisions may raise and expend public funds and acquire land or interest in land.

BE IT ORDAINED BY THE JOINT AIRPORT ZONING BOARD OF THE DALLAS-FORT WORTH REGIONAL AIRPORT LOCATED IN DALLAS AND TARRANT COUNTIES AS FOLLOWS:

SECTION I: SHORT TITLE

This ordinance shall be known and may be cited as the "Airport Zoning Ordinance of the Dallas- Fort Worth Regional Airport."

SECTION II: DEFINITIONS

- (1) ADMINISTRATIVE AGENCIES means those agencies which have the responsibility for the administration and enforcement of this ordinance.
- (2) AIRPORT means the Dallas-Fort Worth Regional Airport, located in Dallas and Tarrant Counties, Texas.
- (3) AIRPORT ELEVATION means the established elevation of the highest point on the usable landing area, said elevation being 606 feet above mean sea level.

- (4) AIRPORT HAZARD means any structure, tree, installation, electronic and/or visual interference, or use of land or water which obstructs the airspace required for the flight of aircraft in landing or taking-off at the airport or is otherwise hazardous to such landing or taking-off of aircraft.
- (5) AIRPORT HAZARD AREA means any area of land or water under the imaginary surfaces as defined in Section IV upon which an airport hazard might be established if not prevented as provided in these regulations.
- (6) AIRPORT ZONE means the space between the earth's surface and the imaginary surfaces as defined in Section IV.
- (7) BOARD OF ADJUSTMENT means a board consisting of 5 members appointed by the Joint Airport Zoning Board as provided by Texas State Law, specifically Vernon's Annotated Civil Statutes, Article 46e - 10.
- (8) HEIGHT - for the purpose of determining the height limits in all zones set forth in this ordinance and shown on the Zoning Map, the datum shall be measured in mean sea level elevation unless otherwise specified.
- (9) INSTALLATION means any electronic or visual interference that is not included within the definition of "structure" or "tree."
- (10) JOINT AIRPORT ZONING BOARD means a board having as members two (2) representatives appointed by each political subdivision participating in its creation and in addition a chairman elected by a majority of the members so appointed.
- (11) NON-CONFORMING USE means any structure, tree, or use of land which is lawfully in existence at the time the regulation is prescribed in the Ordinance or an amendment thereto becomes effective and does not then meet the requirement of said regulation.
- (12) PERSONS means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.
- (13) POLITICAL SUBDIVISION means any municipality, city, town, village or county.
- (14) RUNWAY means the paved surface of an airport designated for the landing and taking-off of aircraft.
- (15) STRUCTURE means an object permanent, or temporarily constructed or installed by man, including, but without limitation, buildings, towers, smokestacks and overhead transmission lines.
- (16) TREE means any object of natural growth.
- (17) ZONING MAP means "The Hazard Zoning Maps Of The Joint Airport Zoning Board For The Dallas-Fort Worth Regional Airport."

SECTION III: INCORPORATION OF HAZARD ZONING MAPS

The Hazard Zoning Maps for the Dallas-Fort Worth Regional Airport, prepared by the engineering and architectural firm of Tippetts-Abbett-McCarthy-Stratton, consisting of 20 pages and dated December, 1970, is hereby incorporated by reference and made a part hereof for all purposes.

SECTION IV: IMAGINARY SURFACES

The following imaginary surfaces are established to implement the provisions of this ordinance. The dimensions, elevations above mean sea level, slopes and radii applicable to the imaginary surfaces shall be as shown on the Zoning Map.

- (a) Primary Surface - A surface longitudinally centered on a runway, and extending beyond the ends of the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
- (b) Horizontal Surface - A horizontal plane surface 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by lines tangent to those arcs.
- (c) Conical Surface - A surface extending outward and upward from the entire perimeter, of the horizontal surface, at a specified slope and for a specified distance.
- (d) Approach Surface - A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface for a specified distance at a specified slope, and expands its horizontal dimension uniformly to a specified width.
- (e) Transitional Surfaces - A surface extending outward and upward at right angles to the runway centerline and the runway centerline extended at a specified slope from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the conical surfaces extend a specified distance measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

SECTION V: HEIGHT LIMITATIONS

Except as otherwise may be provided in these regulations, no structure, tree, or installation shall be erected, altered, allowed to grow, or be maintained within the Airport Hazard Zoning Area which will be above the imaginary surfaces as established by and shown on the Zoning Map.

SECTION VI: USE RESTRICTIONS

Notwithstanding any other provision of these regulations, no use may be made of land or water nor installation placed on land or water within the Airport Hazard Area that will create interference with radio communication between the Airport and Aircraft; or that will create interference with any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device; or that will result in glare in the eyes of flyers using the airport but this prohibition shall not include momentary glare or glare from vertical or downward reflecting windows or glass panels used in the construction of structures; or that will impair visibility in the vicinity of the airport, attract birds, or that will otherwise endanger the landing, taking-off or maneuvering of aircraft operating

through the facilities of the airport. No other airport or landing field shall be constructed within the airport hazard area.

SECTION VII: EXISTING NON-CONFORMITIES

Structures, trees or installations existing prior to the effective date of these regulations which do not conform to the requirements hereof shall be considered as legal non-conforming uses. These regulations shall not be construed to require the removal, lowering, change or alteration of any legal non-conforming use structure, tree or installation. A permit shall be required for a legal non-conforming use and shall be issued on application of the owner or agent accompanied by affidavit that the use, structure, tree or installation was in existence on the effective date of these regulations. Applications for permits for non-conforming users shall be made within 180 days from the effective date of these regulations.

SECTION VIII: PERMITS REQUIRED

Before any new structure or use which could be defined as an airport hazard under this ordinance may be constructed or established and before any such existing use or structure may be increased in height or otherwise altered, a permit to do so must be secured by the owner involved or his agent. All permit applications shall be made to the administrative agency having jurisdiction, or their designated representatives under Section XII hereof. In the event that any administrative agency issues a permit erroneously allowing the beginning of erection of any structure or tree, said permit shall not constitute a variance or be construed in any manner to allow any person to penetrate the imaginary surfaces established. It will remain incumbent on the sponsor, builder, property owner or their agents, as the case may be, to prevent the creation of any object that will cause an airport hazard within the meaning of this ordinance. When said permits are requested for construction and/or alteration within the city limits of a municipality the administrative agency having jurisdiction shall be the municipality itself and the county administrative agency shall have no jurisdiction within the city limits of municipalities.

SECTION IV: NOTICE TO FEDERAL AVIATION ADMINISTRATION

Nothing in these regulations shall be construed as relieving any owner, sponsor, or agent from the requirement for filing a notice of proposed construction or alteration with the appropriate Federal Aviation Administration Authority.

SECTION X: VARIANCES

Any person desiring to erect any structure or increase the height of any structure, or permit the growth of any tree, or otherwise use his property in violation of these regulations may apply to the Board of Adjustment for a variance from the zoning regulations in question. Such variances shall be allowed where a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship and the relief granted would not be contrary to the public interest but do substantial justice and be in accordance with the spirit of these regulations; provided that any variances allowed shall be subject to any reasonable conditions that the Board of Adjustment may deem necessary to effectuate the purposes of these regulations.

SECTION XI: HAZARD MARKING AND LIGHTING

Any permit granted under these regulations may, if such action is deemed advisable to effectuate the purposes of these regulations and reasonable in the circumstances, be so conditioned as to require the owner of the structure, tree or installation in question to permit the proper authority to install, operate and maintain thereon such markers and lights, as the Board may find necessary to indicate the presence of the Airport Hazard.

SECTION XII: ADMINISTRATIVE AGENCIES

The administration and enforcement of all regulations adopted by the Joint Airport Zoning Board is vested in the governing bodies of each of the political sub-divisions represented on the Board, and who have adopted the regulations each respectively by ordinance. Each political subdivision shall:

- (1) Establish its own administrative and enforcement agency; or
- (2) Designate another political sub-division to administer and enforce these regulations in its behalf; or
- (3) Request the Joint Airport Zoning Board to designate an agency to act in this capacity in its behalf.

SECTION XIII: RULE OF PROCEDURE

The Joint Airport Zoning Board shall adopt Rules of Procedure to govern its actions and to inform permit applicants and administrative agencies and officials of the procedures required in connection with issuance of permits.

SECTION XIV: BOARD OF ADJUSTMENT

- (1) There is hereby created a Board of Adjustment to have and exercise the following powers:
 - (a) To hear and decide appeals from any order, requirement, decision or determination made in the enforcement of these regulations.
 - (b) To hear and decide special exceptions to the terms of these regulations upon which such Board of Adjustment may be required to pass by subsequent regulations.
 - (c) To hear and decide specific variances.
- (2) The Board of Adjustment shall consist of five (5) members, each to be appointed for a term of two (2) years and removable for cause upon written charges and after public hearing. All vacancies shall be filled by appointment of new members by the Joint Airport Zoning Board. The Chairman of the Board of Adjustment will be elected by the members and from the members of the Board of Adjustment.
- (3) The Board of Adjustment shall adopt rules for its governance and procedure in harmony with the provisions of these regulations. Meetings of the Board of Adjustment shall be held at the call of the Chairman and at such times as the Board of Adjustment shall determine. The Chairman, or in his absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All hearings of the Board of Adjustment

shall be public. The Board of Adjustment shall keep Minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the Board of Adjustment, and shall immediately be filed in the office of the Board of Adjustment, and shall be a public record.

SECTION XV: APPEALS

- (1) Any person aggrieved, or taxpayer affected, by any decision of an Administrative Agency made in its administration of airport zoning regulations adopted under this Act, or any governing body of a political subdivision, or any joint airport zoning board, which is of the opinion that a decision of such an administrative agency is an improper application of airport zoning regulations of concern to such governing body or board, may appeal to the Board of Adjustment authorized to hear and decide appeals from the decisions of such administrative agency.
- (2) All appeals taken under this Section must be taken within a reasonable time, as provided by the rules of the Board of Adjustment, by filing with the Administrative Agency and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The Administrative Agency shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.
- (3) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Administrative Agency certified to the Board of Adjustments, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by order of the Board of Adjustment on notice to the Administrative Agency and on due cause shown.
- (4) The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon hearing, any party may appear in person or by agent or by attorney.
- (5) The Board of Adjustment may, in conformity with the provisions of these regulations, reverse or affirm, wholly or partly, or modify, the order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the Administrative Agency.
- (6) The Board of Adjustment shall make written findings of fact and conclusions of law, giving the facts upon which it acted and its legal conclusions from such facts in reversing, or affirming, or modifying any order, requirement, decision or determination which comes before it under the provisions of these regulations.
- (7) The concurring vote of four (4) members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of the Administrative

Agency or to decide in favor of the applicant on any matter upon which it is required to pass under these regulations or to effect any variation in these regulations.

SECTION XVI: JUDICIAL REVIEW

Any person aggrieved or taxpayer affected by any decision of the Board of Adjustment, or any governing body of a political subdivision or the Joint Airport Zoning Board or Administrative Agency which is of the opinion that a decision of the Board of Adjustment is illegal may, within ten (10) days after the decision is filed in the office of the Board, present a verified petition to a Court of Competent Jurisdiction for relief in a manner as provided in Article 46e - 11(1), Texas Revised Civil Statutes.

SECTION XVII: ENFORCEMENT AND REMEDIES

In addition, the political subdivision or agency adopting these zoning regulations may institute in any Court of competent jurisdiction, an action to prevent, restrain, correct or abate any violation of these regulations or enforcement, and may be granted such relief, by way of injunction as may be proper under all the facts and circumstances of the case.

SECTION XVIII: PENALTIES

Each violation of this ordinance or of any regulation, order, or ruling promulgated hereunder shall constitute a misdemeanor and be punishable by a fine of not more than \$200.00, and each day a violation continued to exist shall constitute a separate offense. Jurisdiction for any offense providing a criminal penalty hereunder shall lie in the municipal court in the municipality in which the violation occurs; however, if the offense is in an area not incorporated within a municipality, jurisdiction shall lie in the justice of the peace court of the precinct in which the offense occurs.

SECTION XIX: CONFLICTING REGULATIONS

Where these regulations impose a greater or more stringent restriction upon the use of land, height of a structure or tree, or the establishing or maintaining of any other airport hazard as herein defined, than is imposed by other ordinances or regulations applicable to the same area or location, the provisions of these regulations shall govern and prevail.

SECTION XX: SEVERABILITY

If any of the provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION XXI: AMENDMENTS

This Ordinance may be amended or changed by the Joint Airport Zoning Board for the Dallas-Fort Worth Regional Airport except as otherwise provided by the Airport Zoning Act, Article 46e, V.A.C.S., after a public hearing in relation thereto at which parties

in intent and citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the hearing shall be published in an official paper, or a paper of general circulation, in the political subdivision in which is located the airport hazard area.

SECTION XXII: EFFECTIVE DATE

WHEREAS, the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public health, public safety, and general welfare, an EMERGENCY is hereby declared to exist, and this Ordinance shall be in full force and effect from and after publication and posting as required by law and its passage by the Joint Airport Zoning Board.

APPROVED AND ADOPTED this 16th day of December, 1971, by the Joint Airport Zoning Board of the Dallas-Fort Worth Regional Airport.

/s/ Robert H. Power
Chairman

Attest:

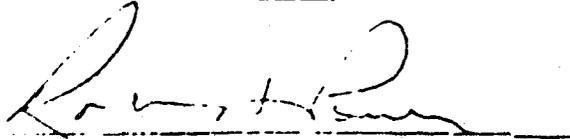
/s/ Robert L. Wegner

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF DALLAS
COUNTY OF TARRANT

I, Robert H. Power, Chairman of the Joint Airport Zoning Board of the Dallas-Fort Worth Regional Airport located in Dallas and Tarrant Counties, do hereby certify that the above and foregoing Ordinance No. 71-100 being pages 1 - 8 thereof is a true and correct copy of the Ordinance passed on December 16, 1971 by the Joint Airport Zoning Board of the Dallas-Fort Worth Regional Airport. This Certificate is dated ~~June~~ July 21, 1982.

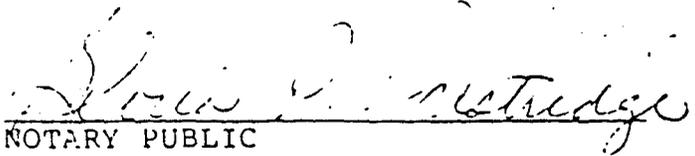

ROBERT H. POWER
Chairman, Joint Airport Zoning Board
of the Dallas-Fort Worth
Regional Airport

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF DALLAS
COUNTY OF TARRANT

This Instrument was acknowledged before me on ~~June~~ July 21, 1982 by Robert H. Power as Chairman of the Joint Airport Zoning Board of the Dallas-Fort Worth Regional Airport.


NOTARY PUBLIC

In and for the State of Texas
Dallas County, Texas or
Tarrant County, Texas

Charles C. Wells, Legal Counsel
Dallas / Fort Worth Airport
P.O. Drawer DFW, Dallas / Fort Worth Airport, Texas 75261

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 Married Records
of Tarrant County, Texas, as stated hereto by me.

SEP 1 1982



Madrin Huffman
CLERK
TARRANT COUNTY, TEXAS

MAILED
COUNTY
SEP 1 1982

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FILED
SEP 1 1982