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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAKES OF RIVER TRAILS ADDITION**

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THIS DECLARATION is made on the date hereinafter set forth by Riverbend Investment, Ltd., a limited partnership, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property in the City of Fort Worth, Tarrant County, Texas, which is described as the Lakes of River Trails Addition to the City of Fort Worth, Texas (the "Property"); and

WHEREAS, Declarant desires to subdivide the Property and to create an exclusive single-family community known as Lakes of River Trails Addition pursuant to the terms and provisions of this Declaration.

NOW, THEREFORE, the Declarant declares that the Property shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a single-family community of high standards. Such covenants shall be binding upon all parties having any right, title, or interest therein or any part thereof, their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

GENERAL

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(a) "Property" shall mean and refer to the Lakes of River Trails Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof duly recorded in Cabinet A, Slide 5983, of the Plat Records of Tarrant County, Texas, and consisting of 20.722 acres of land, more or less, and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

(b) "Association" shall mean and refer to the Lakes of River Trails Homeowners Association, a Texas non-profit corporation established for the purposes set forth herein.

(c) "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of any Common Area and any areas deeded or dedicated to, and accepted by, a governmental authority (including a Public Improvement District), together with all improvements thereon.

(d) "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

(f) "Declarant" shall mean and refer to Riverbend Investment, Ltd., a limited partnership, its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

(g) "Common Areas" shall mean and refer to that portion of the Property, including the improvements thereto, conveyed to the Association for the common use and benefit of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot are described as follows: Lot 67, Block 1, and Lot 1, Block 2, of the Lakes of River Trails Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof duly recorded in Cabinet A, Slide 5983, of the Plat Records of Tarrant County, Texas.

(h) "Common Maintenance Areas" shall mean and refer to the Common Areas and any entrance monuments, perimeter walls, fountains, walking and jogging trails, rights-of-way landscaping, and such other areas lying within dedicated public easements or rights-of-way or on adjacent properties as deemed appropriate by the Board of Directors of the Association for the preservation, protection, and enhancement of the property values and the general health, safety, or welfare of the Owners. Common Maintenance Areas shall not include any areas within Lakes of River Trails Addition which have been dedicated or conveyed to, and are maintained by, a Public Improvement District established by the City of Fort Worth.

(i) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Lakes of River Trails Addition and any amendments and supplements thereto made in accordance with its terms.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is all property in the Lakes of River Trails Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof duly recorded in Cabinet A, Slide 5983, of the Plat Records of Tarrant County, Texas.

Section 3. Additional Property Subject to Declaration. Additional property may be added to, or made subject to this Declaration, and the covenants, restrictions, conditions, easements, charges and liens set forth herein, in the following manner:

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(a) If Declarant or any other person, firm or corporation is the owner of any property which he desires to add to the scheme of this Declaration, he may do so by filing of record a Supplementary Declaration, which shall extend the scheme of the covenants and of this Declaration to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Property may be added to the scheme of this Declaration regardless of whether or not such property or properties are contiguous to the Property. Each Supplementary Declaration shall include a geographical description of the property added and shall designate said area with the term "Area" followed by a Roman numeral so as to differentiate each respective area from other areas within the Property. In addition, if property is to be added to the scheme of this Declaration, the conditions of Article X, Section 6(a), must be satisfied.

(b) Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, restrictions, easements, charges and liens established by this Declaration with the Property together with the covenants, restrictions, easements, charges and liens established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, restrictions, easements, charges and liens established by this Declaration pertaining to the Property except as hereinafter provided.

ARTICLE II

LAKES OF RIVER TRAILS ADDITION HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. The Declarant and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 2. Funding. Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees 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. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and

mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler and fountain systems, if any, provided the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all unamortized costs incurred for installation of improvements in the Common Maintenance Areas, or amenities located within public easements or rights-of-way; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employment of policemen and watchmen, if any, caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements of the Common Maintenance Area, such as, but without limitation, any entry monuments, sprinkler systems, fountains, and/or perimeter walls. The fund shall be established and maintained out of the regular maintenance assessments.

(d) **Special Assessment for Working Capital Fund, Non-Recurring Maintenance, and Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessments in any assessment year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any non-recurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the non-recurring maintenance or improvements in question.

Section 4. Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law or eighteen percent (18%) per annum, whichever is less. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien retained herein against the Lot against which such assessment was made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

Section 5. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied upon individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided,

reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

Section 3. Assessments.

(a) **Units Owned by Class A Members.** Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of \$180.00 per annum (until such maintenance charge shall be increased in the Bylaws of the Association), for the purpose of creating a fund to promote the recreation, health, safety and welfare of the Owners of the Lots, to provide for the maintenance, improvement, and repair of the Common Maintenance Areas, such fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance in monthly, quarterly, or annual installments, commencing as to all Lots on which a completed Unit is then located on the conveyance of the first Lot to a Class A Member and as to all other Lots as of the completion of the Unit thereon. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly, or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 3. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(b) **Units or Lots Owned by Declarant.** Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in Section 6. Declarant hereby agrees that for such period of time as there is a Class B membership in effect and Declarant's Lots are exempt from assessment as provided above, that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of a request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

(c) **Purpose of Maintenance Fund.** The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to,

however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of the lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure. No sale, foreclosure, or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Records of Tarrant County, Texas.

Section 6. Voting Rights. The Association shall have two classes of voting membership.

(a) **Class A.** Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B member shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or ten (10) years after conveyance of the first Lot by Declarant, whichever occurs earlier.

(c) **Suspension.** All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association, and such suspension shall apply to the proxy authority of the voting representative, if any.

Section 7. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of members or of proxies or voting representatives entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the

required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at such subsequent meeting shall be one-half (1/2) of the quorum requirement for such preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE III

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay out of the maintenance fund provided for in Article II above the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners.

(b) Care and preservation of the Common Maintenance Areas.

(c) Normal recurring maintenance charges for the use and benefit of members of the Association as set forth in Article II, Section 3, paragraph (c) of this Declaration.

(d) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days' prior written notice to the managing party), and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To execute mortgages or liens, mortgaging or hypothecating the Common Areas, provided that the provisions of Article VII, Section 1(c) have been complied with.

(d) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(e) To protect or defend the Common Areas and Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(f) To execute instruments of conveyance conveying and/or assigning any or all of the Common Areas, and any or all of the Common Maintenance Areas, to any governmental or other entity (including, without limitation, a Public Improvement District), provided that such entity agrees to accept responsibility for the upkeep, maintenance, costs, debt, replacement, repair, etc., inuring to such Common Areas or Common Maintenance Areas, and provided further, that the provisions of Article VII, Section 1(c) have been complied with.

(g) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Maintenance Areas, by a majority of the votes of the Owners in the portions affected.

(h) To make available for inspection by Owners within sixty (60) days after the end of each year, an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(i) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the owners in proportionate amounts to cover the deficiency.

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(j) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(k) To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.

Section 3. Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

ARTICLE IV

TITLE TO COMMON AREAS

Section 1. Association to Hold. The Association shall assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

Section 2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences in the Common Areas and/or Common Maintenance Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company and other insureds, as their interests may be determined.

Section 3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems are reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance fund.

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(c) The rights of the Association, subject to the provisions hereof, (i) to mortgage or hypothecate the Common Areas, and (ii) to dedicate or transfer all or any part of the Common Areas to any public or governmental entity, authority, or utility (including, without limitation, a Public Improvement District) for such purposes and subject to the conditions as may be agreed by the Association. No such mortgage, hypothecation, dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast not less than two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such mortgage, hypothecation, dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners and all of their grantees, their respective heirs, successors, personal representatives, and assigns, perpetually and in full force.

Section 2. Effect of Declaration. Reference in any deed, mortgage, trust deed, or any other recorded documents to the easements, restrictions, and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements, restrictions and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions, and covenants were fully related and set forth in their entirety in said documents.

Section 3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express consent of the Association and Declarant (as long as Declarant owns any Lot subject to this Declaration), which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Nuisances. The land and improvements constituting or located on each Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, nor to constitute a nuisance, nor to violate any public law, ordinance, or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive, or noxious odors, dust, gas, fumes, liquids, noises, or other such materials or conditions. Except during the period of construction of a home or other structure, no Owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Lot. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor plant diseases, insects, or other pests. No lighting or illumination of any type shall be placed upon a Lot in such a manner as to cause unreasonable glare or illumination on any other Lot or on public thoroughfares.

Section 2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property, including, without limitation, sales offices, model homes and construction trailers which are used in the sales and construction of homes.

Section 3. Building Area. No building shall be constructed on any Lot with a fully enclosed floor area of less than 1,100 square feet, exclusive of carport, terrace, garage, open porches, eaves, and overhangs.

Section 4. Building Materials. All exterior bearing walls on the first floor must be at least sixty percent (60%) masonry, stone, or brick veneer unless otherwise approved by the Architectural Control Committee.

Section 5. Fences. All fences shall be of masonry, wood, brick, or wrought iron, or combinations thereof. There shall be no wire or chain link fences. No fence on any Lot shall extend toward the front property line past the front building line. All fences shall be maintained in an attractive manner. No fence on any Lot shall exceed six (6) feet in height, unless otherwise approved by the Architectural Control Committee.

Section 6. Utilities. All utilities, including, without limitation, telephone wiring, shall be placed below grade, except that transformers and any other equipment which it is impracticable to place below grade may be placed above grade.

Section 7. Air Conditioning Apparatus. No air conditioning apparatus shall be installed on the ground in the front of a dwelling house unless approved by the Architectural Control Committee. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of a dwelling house.

Section 8. Garages. All garages shall be not less than a two-car size and shall be fully enclosed and contain full-length doors at the entranceway thereto. No garage shall be used by anyone other than the Owner of a Lot on which the garage is situated or his family or a bona fide guest, and all garage doors shall be closed at all times except as may be necessary for entry and exit of vehicles and persons. No garage shall be constructed except as an integral part of the residence it is intended to serve.

Section 9. Water and Sewer. No individual water supply system or sewage disposal system shall be permitted on any Lot, and all dwellings must attach to such facilities as are provided by the water and sanitation district or municipality serving the area. The pumping of water from lakes, streams, ponds, or water well is prohibited except by special permit, in writing, granted by the Declarant or the Architectural Control Committee.

Section 10. Mineral Exploration, Development. No operations for exploration or removal of any oil, gas or other hydrocarbons of any kind shall be conducted on any Lot.

Section 11. Signs. No signs whatsoever (movable or affixed), including, but not limited to, commercial, political, and similar signs, which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign not more than eighteen (18) by twenty-four (24) inches in height and width.
- (c) During the time of construction of any buildings or other improvements, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width.
- (d) A "For Sale" or "For Rent" sign of a reasonable type, size, and appearance which is similar to other signs customarily used in the Fort Worth area to advertise individual parcels of residential real property.
- (e) Builder signs during the construction period: The provisions of this Section shall not prevent the Declarant from commencing, erecting, or maintaining structures or signs of any content or size on Lots owned by it when the Declarant, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots or other portions of the Property.

Section 12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept thereon provided that they are not kept, bred, or maintained for any commercial purpose. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be visible from adjacent property or from public thoroughfares.

Section 13. Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained except concealed within a fenced service yard or otherwise concealed and not visible from the adjacent property or public thoroughfares.

Section 14. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in the Fort Worth area in connection with the use and maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated, or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated, and maintained inside a private residence, including an enclosed garage.

Section 15. Antennas and Signals. Other than satellite dish antennas, no exterior antenna or other device for the transmission or reception of any form of electromagnetic radiation shall be erected, used, or maintained on any Lot unless approved by the Architectural Control Committee in writing. No radio signals, television signals, or any other form of

electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish in excess of 24 inches in diameter shall be erected unless approved by the Architectural Control Committee, nor shall any such satellite dishes be installed in such a manner as to be visible from public thoroughfares, unless approved by the Architectural Control Committee.

Section 16. Temporary Structures; Vehicles. No permanent tent or similar structure or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or other public thoroughfares; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or public thoroughfares. No trailer, tent, camper, garage, or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair, or remodeling of a dwelling shall be moved immediately after the completion of construction. No trailer, boat, camper, recreation vehicle, or commercial vehicle or truck in excess of one (1) ton capacity shall be permanently parked or stored in such a manner so as to be directly visible from public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use. Trucks in excess of one (1) ton shall not be permitted to park overnight.

Section 17. General Maintenance. Each owner shall maintain and care for all improvements and all trees, foliage, plants, and lawns on his Lot, and otherwise keep his Lot and all improvements thereon in conformity with the general character and quality of properties in the immediate area.

Section 18. Sidewalks. Sidewalks shall be required on all Lots. Such sidewalks shall be installed (i) in conformance with City of Fort Worth regulations, as same exist at the time of construction, and (ii) within 180 days after completion of a residence on the Lot.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation. Declarant shall appoint three individuals to serve as an architectural control committee (herein in this Declaration called the "Architectural Control Committee" or the "Committee"). The Committee may designate a representative to act for it. Until such time as Declarant no longer owns any interest in the Property, members of the Committee may be removed for any reason by Declarant, and in the event of the death, resignation, or removal of a member of the Committee, Declarant shall have full authority to designate a successor. At such time as Declarant no longer owns any interest in the Property, the rights of the Declarant with respect to removal and appointment of members of the Committee shall vest in the Association, acting by and through its Board of Directors.

PLANNING • DESIGN • CONSTRUCTION

Section 2. Authority. No building, fence, free-standing mailbox, or other structure shall be erected, placed, or altered on any Lot until plans and specifications therefor have been approved by the Committee. Following the completion of construction, no building, fence, free-standing mailbox, or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence, or other structure was erected, placed, or altered on the Lot in compliance with the approved plans and specifications.

Section 3. Procedure. Plans and specifications shall be submitted to the Committee at least fifteen (15) days prior to the commencement of any construction. These plans and specifications shall include the floor plans and elevations of all faces of the structures, and copies of the above-described plans and specifications shall be retained by the Committee. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If said Committee fails to approve or disapprove said plans and specifications within fifteen (15) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. A complete building, fence, or other structure shall be deemed to have been constructed in compliance with the plans and specifications unless within sixty (60) days after completion of construction the Committee places on record an instrument setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect shall be in the exercise of its sole and absolute discretion and shall be final and conclusive. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purposes hereof. Approval by the Committee of the plans and specifications or its determination that the completed building, fence, or other structure has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with these covenants and restrictions, and such acknowledgment shall be binding against the Owners of the Lots and the Property.

ARTICLE X

MISCELLANEOUS

Section 1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws, or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws, and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all

damages, permitted by law but, with reference to any Lots financed by FHA-insured loans not in excess of the maximum rate of FHA loans at the time of delinquency from the due date until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of the respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 2. Binding Effect and Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and the Owners and/or their respective heirs, successors and assigns, for a term of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-existing Owners of no less than seventy-five percent (75%) of the Lots contained in the Property has been recorded in the Deed Records of Tarrant County, Texas, agreeing to abolish this Declaration, provided, however, that no such agreement to abolish shall be effective unless made and recorded at least one (1) year in advance of the effective date of such change. In the instances of Lots owned as a community property, for purposes of this Article X, the signature of either the husband or wife shall be effective for inclusion of such Lot in the seventy-five percent (75%) voting to abolish this Declaration.

Section 3. Amendments by Owners. The covenants, conditions and restrictions of this Declaration may be amended and/or changed in whole or in part only with the consent of the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration, evidenced by a document in writing bearing each of their signatures and recorded in the Office of the County Clerk of Tarrant County, Texas.

Section 4. Partial Invalidity. Invalidation of any of these covenants, restrictions, or conditions, by court judgment or otherwise, shall not affect, in any way, the validity of the other covenants, restrictions, or conditions, all of which shall remain in force and in effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and the Declarant and/or the Association, in addition to its rights, shall have the right to enter the property of the violator and correct the violation or to require that the same be corrected.

Section 5. Rights and Obligations. The provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, the Articles of Incorporation, and the Bylaws, whether or not mention thereof is made in said deed.

PL 13-014M-011

Section 6. Miscellaneous Provisions. Any provisions of this Declaration or of the Articles of Incorporation or the Bylaws to the contrary notwithstanding, the following provisions shall control:

(a) **FHA/VA Approval.** If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, and so long as there is a Class B membership existing in the Association, then the following actions will require approval of the Federal Housing Administration and the Veterans Administration, as applicable: (1) annexation or addition of additional properties, (2) dedication of Common Areas, and (3) amendment of this Declaration.

(b) **Right to Assign.** The Declarant may, by appropriate instruments, assign or convey to any person, organization, or corporation any or all rights, reservations, easements, and privileges herein reserved unto the Declarant. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time or times in the same way and manner as Declarant may exercise, transfer, or assign such rights, reservations, easements, and privileges.

(c) **Notices.** All notices given or required to be given to an Owner shall be sent via the United States mail, postage prepaid, certified or registered, return receipt requested.

(d) **Declarant's Activities.** Notwithstanding anything to the contrary contained herein, the Declarant, and its successors and assigns, reserves for itself and its designated agent or agents the right to use any Lot owned by it for a temporary office location and the right to place thereon a sign or signs.

(e) Upon the request of any holder of a first mortgage of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

(f) All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 7. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 8. Conflicts. In the event of conflict between the terms of this Declaration and the Bylaws, rules, regulations, or Articles of Incorporation of the Association, this Declaration shall control.

PHOTO COPY

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf as of the 25 day of July, 2000.

DECLARANT:

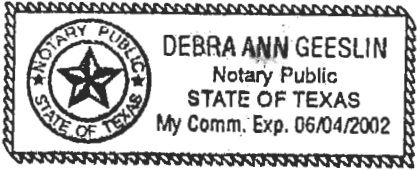
RIVERBEND INVESTMENT, LTD.,
a Texas limited partnership

By: RBE Investment Corp., its General Partner

By *Ken B. Newell*
Ken B. Newell, President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

July The foregoing instrument was acknowledged before me on this 25 day of July, 2000, by Ken B. Newell, President of RBE Investment Corp., a Texas corporation, General Partner of Riverbend Investment, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



Debra Ann Geeslin
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

CONSENT OF LIENHOLDER

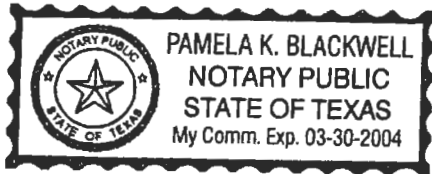
TexasBank, a Texas state banking association, the owner and holder of a lien covering the Property (as defined herein), has executed this Declaration to evidence its joinder in, consent to and ratification of the imposition of the foregoing covenants, conditions, restrictions, easements, charges and liens, and its agreement that any foreclosure of its lien or proceeding in lieu of foreclosure shall not extinguish such covenants, conditions, restrictions and easements.

TEXASBANK, a Texas State Banking Association

By: *Gregory Stuteville*
Gregory Stuteville
Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 24th day of July, 2000, by Gregory Stuteville, Senior Vice President of TexasBank, a Texas state banking association, on behalf of said state banking association.



Pamela K. Blackwell
Notary Public, State of Texas
Printed name of notary: Pamela K. Blackwell
My commission expires: 3-30-04

Newell-declaration-final

WHEN RECORDED, RETURN TO:
POPE, HARDWICKE, CHRISTIE,
HARRELL, SCHELL & KELLY
901 Fort Worth Club Building
Fort Worth, Texas 76102-4995