

DOCUMENTS
FOR
RIVER PARK PLACE

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF INCORPORATION
OF**

RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC.
Filing Number: 800560479

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/20/2005

Effective: 10/20/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

**ARTICLES OF INCORPORATION OF
RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC.**

We, the undersigned natural persons of the age of eighteen (18) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas non-Profit Corporation Act, adopt the following Articles of Incorporation for RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC., (the "Association").

**I.
CORPORATE NAME**

The name of the corporation is RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC.

**II.
CORPORATE ADDRESS AND AGENT**

The street address of the Association's initial registered office is 2929 W. 5th STREET, SUITE A, FORT WORTH, TEXAS 76107, and the name of its initial registered agent at such address is ROBERT H. BARHAM.

**III.
CORPORATE STATUS**

The Association is a non-profit corporation. The Association is not formed for pecuniary profit. No part of the income or assets of the Association is distributable to or for the benefit of its members, directors, or officers, except to the extent permissible under law.

**IV.
PURPOSES AND POWERS OF THE ASSOCIATION**

The Association is formed for the purposes of providing for community , civic, and social welfare of the owners, residents, and occupants of the land which may at any, and from time to time, be subject to certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), Supplemental Restrictions or Annexation Agreements to be recorded in the Official Public Records of Real Property of Tarrant County, Texas, and to promote the health, safety, and welfare of the owners, residents, and occupants, and for these purposes to:

a. Provide and maintain the common areas, facilities, and services of overall benefit to owners, residents, and occupants of the land subject to the jurisdiction of the Association, including, but not by way of limitation, lighting and cleaning of the streets internal to the land; maintenance of private streets, security gates, and street lights; maintenance of the common areas, including walls, irrigation systems, buildings, pools, parks, and landscape reserves conveyed to or owned by the Association; maintenance of street right of ways adjacent to landscape reserves and

esplanades within the right of ways; recreation; and other services, facilities and activities as may be in the community's interest.

b. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;

c. Fix, levy, collect, and enforce payment by the lawful means of all assessments pursuant to the terms of the Declaration;

d. Pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, and governmental charges levied or imposed against the property of the Association;

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

f. Borrow money and with the approval of a majority of the votes of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

g. Dedicate, sell, or transfer all, or any part, of the parks, common area, streets, security gates, street lights, irrigation systems, wall, and facilities owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; provided that no conveyance of any parks, common area, streets, security gates, street lights, irrigation systems, wall, or facilities other than the granting of utility easements shall be permitted except to a public entity established for purposes similar to the Association or which shall be dedicated to the preservation of community purposes and interest and which is capable of maintaining and agreeing to maintain the same; and further provide that any dedication, sale, or transfer other than for utility easements shall be approved by a 2/3 majority of the votes in the Association;

h. Participate in mergers and consolidation with other non-profit corporations organized for the same purposes provided that any merger or consolidation shall be approved by a 2/3 majority of the votes in the Association;

i. Establish and enforce rules and regulations governing the use, operation, maintenance, control and disposition of the property to which the Association holds title or to which control is vested in the Association; and

j. Exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law now or hereafter may have or exercise; provided that none of the objects or purposes set out in these Articles shall be construed to authorize the Association to do any act in violation of the Texas Non-Profit Corporation Act, and all such objects or purposes are subject to the Act.

**V.
MEMBERSHIP**

Every person or entity who is a record owner of fee simple title to any property subject to assessment by the Association shall be a member of the Association. Persons or entities who hold an interest in any property subject to assessment merely as security for the performance of any obligation shall not, however, be members. Membership shall be appurtenant to an may not be separated from property ownership, which shall be the sole qualification to be a member.

**VI.
VOTING RIGHTS**

Votes in the Association shall be assigned on the basis of Lots which shall be defined as any plot of land shown upon a recorded subdivision map or plat upon which there has been or will be constructed a single-family residence, including plots that have been combined into one composite residential Lot.

For as long as Class B votes shall continue to exist, there shall be two classes of votes in the Association, as follows:

Class A. In any meeting or election of the Association, each Lot owned by an owner other than the Declarant of the Declaration, shall be entitled to one vote. When more than one person is the owner of a Lot, they shall decide among themselves how their vote shall be cast and shall advise the secretary of the Association of their determination in advance of any meeting at which a vote will be taken. No vote may be cast on behalf of any Lot for which any assessment has not been paid in full by the due date set forth in the Declaration or, as applicable, by the Association.

Class B. In any meeting or election of the Association, each Lot owned by the Declarant shall be entitled to nine (9) votes. Class B vote shall cease and be converted to Class A votes when Declarant no longer retains the right to appoint and approve members of the Board as provided in the Declaration, provided however, at such time that Declarant annexes additional property into the Association, the Class B membership shall be reinstated if it has previously ceased pursuant to the relevant provisions of the Declaration.

**VII.
DURATION**

The Association shall exist perpetually.

**VIII.
DISSOLUTION**

The Association may be dissolved upon approval by 2/3 majority of the total votes in the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for

purposes similar to those for which this Association was created. If dedication is refused acceptance, the assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

**IX.
FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of the common area, dedication of the common area, dissolution, and amendment of these Articles.

**X.
INDEMNIFICATION**

The Association shall indemnify its directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas.

**XI.
BOARD OF DIRECTORS**

Section 1. The number of Directors constituting the Board of Directors of the Corporation and their qualifications shall be fixed or determined by, or in the manner provided in, the Bylaws of the Corporation, except that the initial Board of Directors shall be established in accordance with Section 3 below.

Section 2. The number of Directors may be increased or decreased from time to time by the manner provided in the Bylaws, except that no decrease shall have the effect of shortening the term of any incumbent Directors. In the absence of a Bylaw providing for the number of Directors, or should the corporation fail to determine the number of Directors in the manner provided in the Bylaws, the number shall be the same as the number of Directors constituting the initial Board of Directors.

Section 3. The initial Board of Directors shall consist of three (3) Directors. The names and addresses of the persons hereby elected to serve as Directors of the Corporation until the first annual meeting of the members, or until a successor or successors shall have been elected and qualified, are:

| | |
|------------------|--|
| Robert H. Barham | 2929 W. 5 th Street, #A, Fort Worth, TX 76107 |
| James R. Harris | 2929 W. 5 th Street, #A, Fort Worth, TX 76107 |
| Fronna D. Patnoe | 2929 W. 5 th Street, #A, Fort Worth, TX 76107 |

**XII.
INCORPORATOR**

The name and street address of the incorporator is:

NAME

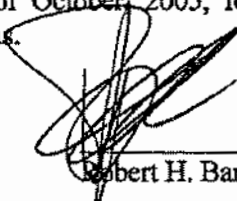
ADDRESS

Robert H. Barham

2929 W. 5th Street, Suite A
Fort Worth, Texas 76017

ACCEPTANCE

I, the undersigned, being the sole incorporator of this corporation, have executed these Articles of Incorporation on this 20th day of October, 2005, for the purpose of forming this corporation under the laws of the State of Texas.

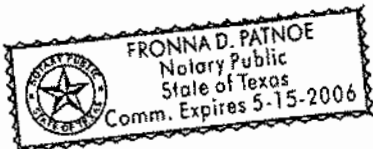


Robert H. Barham

THE STATE OF TEXAS :

COUNTY OF TARRANT :

This instrument was acknowledged before me on the 20th day of October, 2005, by Robert H. Barham.





NOTARY PUBLIC, STATE OF TEXAS

**BYLAWS OF
RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC.**

I.

NAME AND LOCATION

The name of the corporation is RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be located in Fort Worth, Texas, but meetings of members and Directors may be held at such places within Tarrant County, Texas, as may be designated by the Board of Directors.

II.

DEFINITIONS

The following words shall have meanings as assigned to them:

1. **Association.** RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas and its successors and assigns.
2. **Board.** The duly elected Board of Directors of the Association.
3. **Declarant.** River Park, L.P. and its successors and assigns if such successor or assign acquires a majority of the Lots in the Subdivision (as hereinafter defined).
4. **Declaration.** The Declaration of Covenants, Restrictions, and Easements applicable to the Property, recorded in the Official Public Records of Real Property of Tarrant County Texas.
5. **Equivalent Unit.** The unit of property subject to assessment pursuant to the terms of this document and the Declaration by which votes in the Association are assigned and assessments are levied, as fully described in the Declaration.
6. **Common Area.** All real property owned in fee or held by easement by the Association for the exclusive common use and enjoyment of the Owners, including areas designated by Declarant to be conveyed by Deed or easement to the Association.
7. **Member.** Those persons entitled to membership in the Association as provided in the Articles of Incorporation of the Association.
8. **Owner.** The record owner, whether one or more persons or entities, of fee simple title to any land subject to assessment by the Association, but excluding those having such interest merely as security for the performance of any obligation.

9. **Property.** The Subdivision (as hereinafter defined) and any other lands which may hereafter be made subject to the Declaration and the jurisdiction of the Association.

10. **Subdivision.** That certain Subdivision in Tarrant County, Texas, a plat of which is filed in the Map Records of Tarrant County, Texas, as River Park Place.

III.

MEETINGS OF MEMBERS

1. **Annual Meetings.** The first annual meeting of the Members shall be held on a date selected by the Board upon fifteen (15) days prior written notice to the Members, and each subsequent regular annual meeting of the Members shall be held within thirty (30) days of the anniversary date of the last annual meeting, on a day and at a time and place to be selected by the Board.

2. **Special Meeting.** Special meetings of the Members may be called at any time by the President, by the Board, or upon written request executed on behalf of one-fourth (1/4) of the votes in the Association.

3. **Notice of Meetings.** Except as to the first annual meeting, notice of each annual meeting shall be posted in a conspicuous place within the boundaries of the Property. Written notice of each Special Meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice shall state the place, hour, and purpose of the meeting.

4. **Quorum.** The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If the required quorum is not present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the previous meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, filed with the Secretary, revocable, and automatically expire upon conveyance by the Member of the property subject to assessment by the Association.

IV.

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

1. **Number.** The affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. Declarant may, at anytime that it has majority vote of the Association, expand the number of Directors from three (3) to five (5). Once the Board has been expanded by the Declarant, it may not be reduced back to three (3) Directors without an approved By-Law amendment.

2. **Term of Office.** At the first annual meeting of the Members, the Members shall elect three Directors; one Director for a term of one (1) year and two Directors for a term of two (2) years. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years in the number required to maintain the membership of the Board.

3. **Removal.** Any Director may be removed from the Board, with or without cause, by two-thirds (2/3's) of the votes in the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

4. **Compensation.** No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expense incurred in the performance of duties as a Director.

V.

NOMINATION AND ELECTION OF DIRECTORS

1. **Nomination.** Nominations for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Director, and two or more other persons. The Nominating Committee shall be appointed by the President prior to each annual meeting to serve from the close of that annual meeting until the close of the next annual meeting and shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-members.

2. **Election.** Election to the Board may be by secret written ballot or by voice vote, as determined by the President or such other officer as may preside over the meeting. At the election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

VI.

MEETINGS OF DIRECTORS

1. **Regular Meeting.** Regular meetings of the Board shall be held not less than annually, as determined by the Board from time to time, at such place and hour as may be fixed from time to time by Resolution of the Board.

2. **Special Meetings.** Special meetings of the Board shall be held when called by the President or by any two (2) Directors, upon not less than three (3) days notice to each Director.

3. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

4. **Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting if a consent in writing, setting forth the action taken, shall be signed by all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers.** The Board shall have power to:
 - a. Manage the Common Area and Association facilities for the benefit of the Members; adopt and publish rules governing their use and the personal conduct of the Members and their tenants, occupants, and guests while using the Common Area and facilities; negotiate and enter into contracts with Associations or entities outside this Association for the paid use of any recreational or other amenity facilities owned or managed by this Association; and establish penalties for the infraction of the rules and regulations, all at the Board's discretion; and
 - b. Suspend a Member's voting right and right to use the Common Area during any period in which the Member is in default in the payment of any assessment levied by the Declaration or the Association. These rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; and
 - c. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declarant; and

- d. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board or four (4) Board meetings within one (1) year; and
- e. Employ a manager, an independent contractor, or other employees as deemed necessary, and prescribe their duties; and
- f. Provide and maintain, to the extent determined appropriate by the Association, the Common Area, Association facilities, and services of overall benefit to the Subdivision, owners, residents, and occupants in general, including, but not by way of limitation, lighting and cleaning of the major thoroughfares within the land subject to the jurisdiction of the Association; maintenance of the common area, including buildings, other facilities, greenbelts, and landscape easements conveyed to the Association; maintenance of the rights-of-way of the major thoroughfares, highways, parkways, and county flood control areas that are within or adjacent to the boundaries of the Property; police and security services; emergency medical service; fire protection; mosquito control; garbage and refuse collection; recreational programs and facilities; and other services, facilities, and activities as may be in the community's interest; and
- g. Maintain the street right-of-ways adjacent to landscape reserves and esplanades within the right-of-ways; and
- h. Contract for other services as deemed necessary by the Board.

2. **Duties.** It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and present a statement of the record to the Members at the annual meeting of the Members or at any special meeting when a statement is requested in writing by one-fourth (1/4) of the votes in the Association; and
- b. Supervise all officers, agents, and employees of this Association and see that their duties are properly performed; and
- c. As more fully provided in the Declaration:
 - (1) determine the category of the Equivalent Unit applicable to all property subject to its jurisdiction;
 - (2) fix the amount of the annual assessment against each Equivalent Unit at least thirty (30) days in advance of each annual assessment period;
 - (3) initiate a vote to approve special assessments where determined necessary by the Board;

- (4) levy enforcement assessments when necessary;
- (5) send written notices of each assessment to every Owner subject to the assessment;
- (6) enforce payment, by all lawful means available, of all assessments which are not paid within thirty (30) days after the due date.

d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of the certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of such payment; and

e. Indemnify its directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas; and

f. Procure and maintain adequate liability and hazard insurance, including Director and Officer Liability coverage for the Association, the Board, and that property owned by the Association that the Association determines should be insured; and

g. Cause all officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and

h. Accept conveyance of the Common Area by Declarant and thereafter cause the Common Area and the buildings and facilities on the Common Area to be maintained; and

i. Administer the use restrictions of the Declaration.

VIII.

OFFICERS AND THEIR DUTIES

1. **Enumeration of Officers.** The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board shall determine. The offices of Secretary and Treasurer may be held by the same Director. No other combination of offices is permitted. All officers shall at all times be Members of the Board.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

3. **Term.** The term of each office shall be one (1) year and officers shall hold office for one (1) year and until their successors are qualified, unless unable to do so by reason of resignation, removal, or disqualification.

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

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

6. **Duties.** The duties of the officers are as follows:

- a. **President.** The President shall preside at all meetings of the Board; see that orders and resolutions of the Board are carried out; and have authority to sign all leases, contracts, mortgages, promissory notes, deeds, and other written instruments on behalf of the Association.
- b. **Vice President.** The Vice President shall act in the place of the President in the event of absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required by the Board.
- c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the seal; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses.
- d. **Treasurer.** The Treasurer shall supervise the receipt and depositing, in appropriate bank accounts, all monies of the Association and disburse such funds as directed by resolution of the Board; have authority to sign approved promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members; and perform such other duties as required by Board.

IX.

COMMITTEES

The Board shall appoint a Modification Committee as provided in the Declaration, a Nominating Committee as provided in these By-Laws, and other committees as deemed appropriate in carrying out its purposes.

X.

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours and upon adequate notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be made available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

XI.

ASSESSMENTS

As more fully provided in the Declaration, each Equivalent Unit is subject to annual, special, and enforcement assessments which are secured by a continuing and contractual lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate of interest provided by applicable law, and the Association may either bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the costs of collection of any enforcement action, including reasonable counsel fees, shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Area or abandonment of the property subject to assessment or any other means.

XII.

APPEALS

1. **Right of Appeal.** Any decision of the New Construction or Modification Committee, or any other committee appointed by the Board, may be appealed provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of the committee until the Board amends or reverses the committee's decision.

2. **Appeals Petitions.** Appeals petitions shall be legibly written and shall be submitted in a form satisfactory to the Board.

3. **Hearing.** Any Member filing an appeal shall be entitled to a hearing before the Board upon at least seven (7) days prior written notice to all interested parties.

4. **Decisions.** Following the hearing the Board may, by majority vote of a quorum, uphold the decision of the Committee in its entirety, amend the decision, or overturn the decision.

5. Further Action. A Member shall exhaust all available remedies as provided in the By-Laws or the Declaration before the Member may resort to a court of law for relief from any Committee decision. This limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

XIII.

MISCELLANEOUS

1. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall be superior; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall be superior.

3. Any notice required to be sent to any Member pursuant to these By-Laws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of the mailing.

XIV.

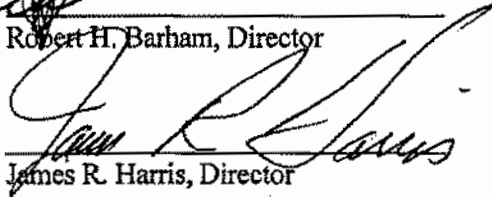
AMENDMENTS

These By-Laws may be amended at any duly called meeting of the Members by a vote of the majority of a quorum of the votes present, in person, or by proxy; provided, however, that as long as there is a Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto any such amendment. Any proposed amendments to these By-Laws must be duly noticed to the membership per meeting notice requirements found in Article III, Section 3, of these By-Laws.

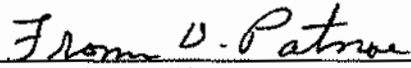
We, being all Directors of RIVER PARK PLACE HOMEOWNERS ASSOCIATION, INC., have executed these By-Laws on the 20th day of October 2005.



Robert H. Barham, Director



James R. Harris, Director



Fronna Patnoe Director

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR RIVER PARK PLACE**

This Declaration of Covenants, Restrictions and Easements (this "**Declaration**") is made to be effective as of December 30, 2005, by River Park, L.P., a Texas limited partnership ("**Declarant**").

RECITALS

A. Declarant is the owner of the surface of a tract of land containing approximately 7.419 acres platted as River Park Place, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 10754, of the Plat Records of Tarrant County, Texas (the "**Property**").

B. Declarant intends to develop on the Property a development to be known as "River Park Place" (the "**Development**"). Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within the Development by recording this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Development. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property that is now or hereafter subject to this Declaration and certain other properties described in this Declaration, by causing to be formed a homeowners' association for the Development.

C. Declarant has caused River Park Place Homeowners Association, Inc. to be formed as a Texas non-profit corporation to perform certain functions for the common good and general welfare of the Owners (defined below).

D. The Property is a portion of a larger tract of land (the "**Consolidated Association Property**") which is encumbered by and subject to a Master Consolidated Declaration of Covenants, Conditions and Restrictions for River Park dated December 1, 2003, recorded as Document D203471493 in the Official Public Records of Tarrant County, Texas (as amended, the "**Consolidated Restrictions**"). The Consolidated Restrictions impose certain easements, covenants, conditions and restrictions upon the Property and other portions of the Consolidated Property.

E. In accordance with the terms of the Consolidated Restrictions, River Park Consolidated Owners Association, Inc. a Texas non-profit corporation (the "**Consolidated Association**") has been formed. River Park Place Homeowners Association, Inc. is a "Subassociation" of the Consolidated Association, as contemplated by and described in the Consolidated Restrictions.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property, and declares that the Property shall be held, transferred, sold, conveyed, mortgaged, occupied and enjoyed subject to the following covenants, restrictions, easements, conditions, stipulations, and reservations (collectively, the "**Restrictions**"). The Restrictions are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the Development. The Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall, subject to the limitations provided in this Declaration, inure to the benefit of each Owner and the Owner's heirs, grantees, distributees, legal representatives, successors and assigns, and to the benefit of the Association (defined below).

TARRANT COUNTY, TEXAS
FILED
NOV 13 2005
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ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

“Additional Restrictions” means the covenants, restrictions, easements, charges, liens and other obligations created or imposed upon the Property by [i] the Consolidated Restrictions, and [ii] the Building Site Agreement.

“Annual Assessment” means the assessment provided under Section 4.04 of this Declaration which is assessed for each Assessment Year (defined below) in the manner and which shall be payable as provided in this Declaration. The initial Annual Assessment shall be \$1,375.00 per year.

“Assessment Commencement Date” for each Lot means the date on which title to that Lot has been transferred to a party other than Declarant or a Builder and construction of a Residence (defined below) on that Lot is substantially complete.

“Assessments” means all Annual Assessments, Special Assessments, Specific Assessments, fines and other amounts that an Owner is required to pay to the Association under this Declaration or by law, including but not limited to interest on any payment due as provided in this Declaration, reimbursement of expenses relating to the exercise of the Right of Abatement as provided in Section 8.02 below, and all costs and expenses (including reasonable attorneys’ fees and court costs) incurred by the Association in attempting to enforce the Restrictions and to exercise its rights under this Declaration.

“Association” means River Park Place Homeowners Association, Inc., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, its successors and assigns.

“Association’s Lien” means the contractual lien with power of sale upon each Lot and all Structures and other improvements on the Lot which is granted to the Association as provided in Section 4.01 of this Declaration.

“Board” means the Board of Directors of the Association.

“Builder” means a person or entity that acquires a Lot for the purpose of constructing a Residence for sale to a third party.

“Building Site Agreement” means the Building Site Restriction Agreement dated May 16, 2005, recorded as Document No. 205138467 in the Official Public Records of Tarrant County, Texas.

“Bylaws” means the Bylaws of the Association, as amended from time to time.

“Common Property” means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association, or in certain instances over which the Association has been granted easements, for the common use and enjoyment of the Owners or the benefit of the Association, as set out in Article II in this Declaration, together with any other property or easement rights that the Association may from time to time acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of this Declaration, the Plat, and/or prior grants or dedications by Declarant or Declarant’s predecessors in title. The Common Property shall include (without limitation): [i] the entry gate into the Development; [ii] the streets within the Development (Lot 1, Block 5, as shown on the Plat); [iii] the pedestrian walkway and gates located on Lot 15, Block 1, as shown on the Plat; [iv] the Wall Easement and the Fence Easement,

as each are shown on the Plat; [v] all landscaping and irrigation equipment located along River Park Drive and at the entryway into the Development; and [vi] all street lights, traffic and landscaping islands, fences, walls, irrigation systems, sidewalks, benches, landscaping, facilities and other improvements within the easement areas and other Common Property described above.

"Consolidated Association" means River Park Consolidated Owners Association, Inc., a Texas non-profit corporation.

"Declarant" means River Park, L.P., a Texas limited partnership, and its successors and assigns. The sale by Declarant of any portion of the Property shall not include the conveyance of any of the rights of Declarant under this Declaration unless those rights are specifically conveyed in the conveyance document.

"Executive Committee" means the Executive Committee of the Consolidated Association, as described in the Consolidated Restrictions.

"Lot" means the surface estate of any defined parcel of land shown upon the Plat; provided, however, that no portion of the Common Property shall ever be a Lot.

"Member" means any member of the Association.

"Membership" means the collective total of all Members of the Association.

"Notice of Violation" means a written notice from the Association or its agent to an Owner, sent via certified mail, return receipt requested, which [i] describes the violation of this Declaration or the property damage for which the Owner is liable; [ii] if the Owner is entitled by applicable law or a specific provision of this Declaration to a period of time to cure the violation, informs the Owner that the Owner is entitled to a reasonable period to cure the violation; and [iii] if the Owner is entitled to a hearing regarding the violation under applicable law, informs the Owner that the Owner may request a hearing in the manner and within the time period provided by applicable law.

"Occupant" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether that person is a family member, tenant, guest or the Owner of the Residence.

"Owner" means the record owner (including Declarant), whether one or more persons or entities, of fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if the loan were paid in full shall be considered the Owner.

"Owner's Obligations" means the duties, agreements, liabilities and other obligations of an Owner under this Declaration, including but not limited to the obligation to pay Assessments and to perform and conform to all Restrictions.

"Plat" means the plat of River Park Place, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet A, Slide 10754, Plat Records of Tarrant County, Texas, as it may be amended from time to time.

"Property" included the land described in Recital A above, together with any additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of this Declaration.

"Residence" shall mean a Structure situated upon a Lot intended for independent use and occupancy as a residence for a single family or by other individuals. The Owner of a Residence shall notify the Association or its designee immediately upon issuance of a certificate of occupancy for the Residence.

"Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration and the Additional Restrictions.

"Special Assessments" means the Assessments owing by an Owner to the Association as provided in Sections 4.05, 11.07, 13.01 or otherwise in this Declaration.

"Specific Assessments" means the Assessments owing by an Owner to the Association as provided in Section 4.12 of this Declaration.

"Structure" means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this definition applies to such change.

"Trustee" means Robert H. Barham and any other person or persons who are from time to time authorized to non-judicially foreclose the Association's Lien by exercising the power of sale under the terms of this Declaration or who are appointed as substitute trustees by the Association to enforce the Association's Lien and to exercise the power of sale as provided by this Declaration and applicable law.

ARTICLE II COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) Declarant may from time to time convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (collectively, "**Common Property**") and, to the extent set forth in this Declaration, the general public. The Association agrees to accept from Declarant all conveyances of Common Property.

(b) Declarant may convey Common Property to the Association for access, ingress and egress of both vehicular traffic and pedestrians, as well as for landscaping, recreational and security purposes. Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise

change the Common Property (or the use to be made thereof) at any time prior to conveyance of the Common Property to the Association. Additionally, Declarant may convey to the Association other real and personal property as Declarant may determine to be necessary or proper for the completion of the Development.

(c) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in any portion of the Property owned by Declarant and designated as Common Property (or common area or any similar name) on the Plat or designated for public use shall be reserved to Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Subject to the terms of this Declaration, every Owner shall have a right and easement in common with Declarant and the other Owners to use the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer. No Owner shall do any act which interferes with the free use and enjoyment of the Common Property by Declarant or the other Owners. The Association may permit persons who are not Owners to use part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Sections 2.03(e) and 3.05.

2.03 Rights of The Association. The rights and privileges relating to the Common Property conferred to Owners in this Declaration shall be subject to the right and (where applicable) the obligation of the Association, acting through the Board, to:

(a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

(b) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed of trust, mortgage or other security interest any or all of the Association's property including Common Property and revenues from Assessments, user fees and other sources; provided, however, that, [i] the Association shall not grant or convey to anyone any mortgage, deed of trust or other security interest on or in Common Property constituting real estate without approval by two-thirds (2/3) of the Owners other than Declarant and [ii] during the period when Declarant has the right to appoint members of the Board, such grant or conveyance shall also require the approval of Declarant.

(c) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system;

(d) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds (2/3) vote of the Owners other than Declarant, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

(e) suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

(f) sell, lease or otherwise convey all or any part of its properties and interests therein; provided, however, that any sale, lease, or other conveyance of any of the Common Property that is not covered by (d) above shall require the approval of 2/3 of the Owners other than Declarant.

(g) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof; and

(h) maintain any and all landscaping treatments installed in the Common Property, to the extent that such landscaping is not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over the Property.

2.04 Conveyance of Common Property by Declarant to Association. Declarant may transfer or convey to the Association any personal property and any improved or unimproved property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration. That conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all of its Members.

2.05 Types of Common Property. At the time of the conveyance of any property or grant of easement by Declarant to the Association to be used as Common Property, Declarant shall designate in the deed of conveyance or easement that the property or easement is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which the property or easement or any portion thereof may be used, and in that event, the property or easement or portion thereof shall not, without a two-thirds (2/3) vote of the Members, be used for any different purpose or purposes without the prior written consent of Declarant.

2.06 Delegation of Use. Any Owner may delegate to any Occupant of the Residence owned by the Owner, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Property.

2.07 Maintenance and Other Common Expenses. The Association shall maintain and keep in good repair the Common Property and all landscaping and improvements situated on the Common Property. In addition to the maintenance of the Common Property, the Association shall have the obligation to maintain, repair, and replace, subject to any insurance then in effect, all other private drives (as identified by the Plat or otherwise) which are not reserved for the exclusive use of each individual Owner, including, without limitation, all grass, trees, shrubbery or other plantings, sidewalks, fences, walls, fountains, street lights, benches, trash receptacles, sprinkler systems, informational and directional street signage installed by Declarant, security gates, and any other landscaping or improvements located along or within the private drives, and any other property Declarant designates as a maintenance obligation of the Association by an amendment to this Declaration. In addition, the Association shall maintain, repair, and replace, to the extent permitted by the applicable governmental authority, subject to any insurance then in effect, all grass, trees, shrubbery or other plantings, sidewalks, fences, walls, street lights, benches, trash receptacles, sprinkler systems, information and directional signage, security gates, traffic signals and any other landscaping or improvements located along or in dedicated rights of way and which were installed by Declarant. The foregoing maintenance shall be performed in a manner consistent with the Design Standards (defined below). The Association shall bear the responsibility for all utility charges incurred because of street lights, security gates, sprinkler systems or other equipment which are installed on or about the Common Property, and shall pay all insurance premiums attributable to or connected with any portion of the Common Property. The Association shall arrange for the mowing and edging of turf areas on each Lot. The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Development, and to enter into easements and covenants to share cost agreements regarding that property where the Board has determined that this would benefit the Owners.

ARTICLE III
HOMEOWNERS ASSOCIATION

3.01 Purposes, Powers and Duties of the Association. The Association has been formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the Occupants of the Development. The Association is also being formed, and the Association has the power, to act as a member of the Consolidated Association and to exercise its rights and perform its duties under the Consolidated Restrictions. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the Members and its participation in the Consolidated Association. To the extent, and only to the extent, necessary to carry out those purposes, the Association (a) shall have all of the powers of a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02 Membership in the Association. Every Owner shall automatically be a Member of the Association, and that membership shall terminate only as provided in this Declaration. Membership is appurtenant to and may not be separated from ownership of any Lot. For purposes of voting, there shall be two (2) classes of Members as set forth in Section 3.03.

3.03 Voting Rights.

(a) Each Owner of a Lot, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) vote per Lot. Where an Owner is a group or entity other than one individual person, the vote on behalf of the Owner shall be exercised only by the individual person as shall be designated in a proxy instrument duly executed by or on behalf of that group or entity and delivered to the secretary of the Association.

(b) Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Lot owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership when Declarant no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 3.08 below.

3.04 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the Bylaws of the Association.

3.05 Suspension of Membership Rights. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any Owner or Occupant who is delinquent in the payment of any Assessment or who is in violation or breach of the Restrictions, the Design Standards (defined below), or the rules and regulations of the Association relating to the use, operation and maintenance of Common Property. Before suspending any rights under this Section, the Association or its agent shall send a Notice of Violation to the Owner or Occupant. The suspension shall begin upon the day after the expiration of the time period (if any) to cure the violation as described in the Notice of Violation, unless the delinquency, violation or breach is cured prior to the expiration of that time period. The suspension shall continue until the violation, breach or default has been completely cured. No suspension shall prevent an Owner's or Occupant's ingress to or egress from the Lot owned by the Owner.

3.06 Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

3.07 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Texas Non-Profit Corporation Act, the Articles of Incorporation of the Association, and the Bylaws, as each shall from time to time be in force and effect.

3.08 Control by Declarant.

(a) Notwithstanding anything to the contrary in this Declaration, the Articles of Incorporation or the Bylaws, Declarant hereby retains the right to appoint and remove any member of the Board of the Association and any officers or officers of the Association until the first of the following events shall occur: [i] the expiration of twenty (20) years after the date of the recording of this Declaration; [ii] the date upon which at least seventy-five percent (75%) of the Lots intended by Declarant to be a part of the Development (including Lots which may be located in any new phase of the Development which Declarant may elect to add to the Property) have been conveyed by Declarant to Builders or other Owners, other than a person or persons constituting Declarant, or [iii] the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant; provided, however, that the Owners may be entitled to elect certain members of the Board of the Association in accordance with the terms of the Bylaws which shall not be removable by Declarant acting alone.

(b) Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, that right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at that time. At the special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during that period which Declarant has in its possession. Each Owner, by acceptance of a deed or other conveyance of a Lot, vests in Declarant the authority to appoint and remove directors and officers of the Association as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it in this Declaration or reasonably necessary to effectuate any of those rights or privileges.

3.09 Participation in Consolidated Association. The Board of Directors shall select one or more persons to serve as an authorized representative of the Association in connection with the business and activities of the Consolidated Association. The person(s) selected shall be empowered to vote on behalf of the Association and to take any other action on behalf of the Association required or permitted under the Consolidated Restrictions or as a member of the Consolidated Association. The Board of Directors of the Association may at any time and for any reason remove any person previously designated as an authorized representative of the Association and appoint any other person(s) to serve in that capacity.

ARTICLE IV ASSESSMENTS

4.01 Assessments, Owner's Obligations and Association's Lien.

(a) Each Owner of a Lot, by acceptance of a deed for a Lot, jointly and severally agrees (on behalf of the Owner and the Owner's heirs, distributees, legal representatives, successors and assigns) to timely pay to the Association any and all Assessments levied against all Lots owned by Owner by the

Association pursuant to this Declaration, and to promptly and completely perform all of the other Owner's Obligations relating to the Lot(s) which arise during the Owner's ownership of the Lot(s). Each Owner is personally obligated to pay all Assessments and to perform all other Owner's Obligations arising while the Owner owns the Lot(s), and those obligations survive any sale or transfer of the Lot(s) owned by that Owner.

(b) The failure to pay any Assessment when due or to perform any of the other Owner's Obligations shall constitute a default by that Owner under this Declaration, and shall entitle the Association to exercise any and all remedies provided under the terms of this Declaration or by law.

(c) Declarant, by the recording of this Declaration, creates a contractual lien with power of sale on each Lot and all Structures and other improvements on that Lot in favor of the Trustee for the benefit of the Association to secure the payment of all Assessments and the performance of all other Owner's Obligations which relate to that Lot. Each Owner of a Lot, by acceptance of a deed for a Lot, grants a contractual lien with power of sale on each Lot and all Structures and other improvements on that Lot owned by the Owner in favor of the Trustee for the benefit of the Association to secure the payment of all Assessments and the performance of all other Owner's Obligations which relate to the Lot. The liens created by or described in this Section are referred to as the "Association's Lien".

(d) The Association's Lien is a continuing lien upon each Lot. The Association's Lien continues to be effective against each Lot after any foreclosure of the Association's Lien upon that Lot, and continues to secure all Owner's Obligations which relate to that Lot arising after the foreclosure. The Association's Lien runs with the land and is binding upon the Lot and each future Owner of the Lot. No sale or transfer of any kind shall release or affect the Association's Lien. All persons or entities acquiring title to a Lot (except for bona fide purchasers at foreclosure sales of Priority Liens) shall acquire title subject to the Association's Lien which secures all Owner's Obligations which arose prior to the date that the person or entity acquired title to the Lot. All persons or entities acquiring title to a Lot (including purchasers at foreclosure sales of Priority Liens) shall acquire title subject to the Association's Lien which secures all Owner's Obligations which arise on and after the date that the person or entity acquired title to the Lot.

(e) The Association's Lien on each Lot is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed of trust or other instrument, except for Priority Liens (defined below). As used in this Declaration, the term "Priority Lien" means: [i] liens for taxes or other public charges as are by applicable law made superior; and [ii] all deeds of trust or mortgages to secure debt given to secure a loan the proceeds of which are used either (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon), or (2) to finance the construction, repair or alteration of Structures.

4.02 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for the purpose of the payment of any expenses of the Association in operating as a property owners association, performing its obligations under this Declaration, exercising its rights under this Declaration, and providing for the common good and general welfare of the Occupants of the Development. Without limiting the preceding sentence, the Assessments may be used to provide security to the Development; to acquire, construct, improve, maintain, insure and equip the Common Property; maintain all private driveways or other improvements or landscaping which are designated by Declarant or the Association to be maintenance obligations of the Association; to enforce the Restrictions contained in this Declaration; to enforce the Design Standards (defined below) of the ACC (defined below); to pay operating costs and expenses of the Association (including, without limitation, any ad valorem real and personal property taxes on any real and personal property owned by the Association); to pay any assessments or other

charges owing to the Consolidated Association or amounts otherwise payable under the Consolidated Restrictions, and to pay all principal and interest when due on all debts owed by the Association.

4.03 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in that year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year any surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.04 Annual Assessment.

(a) Beginning on the Assessment Commencement Date for each Lot and for each Assessment Year thereafter, the Annual Assessment (initially \$1,375.00) shall be assessed against that Lot; provided, however, if the Assessment Commencement Date for a Lot falls on a day other than January 1, the Annual Assessment for that Assessment Year shall be prorated so that the Owner pays an Annual Assessment on that Lot proportional to the number of days remaining in the Assessment Year. The term "Assessment Year" as used in this Declaration shall mean the calendar year, unless modified by the Board of Directors of the Association. For so long as Declarant has the right to appoint and remove directors and officers of the Association, the Annual Assessment shall not be reduced below \$1,375.00 without the express written consent of Declarant. The Annual Assessment shall be payable as provided in Section 4.06 below.

(b) Commencing with the first Assessment Year and continuing thereafter, the Annual Assessment may be increased at any time and from time to time during each Assessment Year by Declarant; provided, however, the increase shall not be more than twenty percent (20%) above the Annual Assessment for the previous Assessment Year without a vote of the Membership, unless the increase is caused by an increase in the assessments or other charges payable to the Consolidated Association, in which case no vote of the Membership is required.

(c) Commencing with the first Assessment Year and continuing thereafter, the Annual Assessment for each Assessment Year may at any time and from time to time be increased more than twenty percent (20%) above the maximum Annual Assessment for the previous Assessment Year if that increase is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws and this Declaration.

4.05 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy, in any Assessment Year and with any frequency as the Association shall deem necessary, Special Assessments for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property or other areas designated by Declarant to be a maintenance obligation of the Association. The Special Assessments may be levied by the Board in any Assessment Year without the approval of the Members, so long as the Special Assessments in an Assessment Year do not in the aggregate exceed an amount equal to the Annual Assessment then in effect. Special Assessments exceeding that amount shall require the approval of two-thirds (2/3) of the Members who are present in person or by proxy at a meeting of Members duly held in accordance with the provisions of the Bylaws and this Declaration.

4.06 Assessment Procedure.

(a) The Board shall establish the Annual Assessment for each Assessment Year at an amount not in excess of the maximum Annual Assessment as determined by the provisions of this Article. The Annual Assessment shall be due and payable in quarterly installments on dates during the Assessment Year as determined by the Board (each a "Due Date"), except for the first year, when the first installment of the Annual Assessment (which shall be prorated based on the number of days remaining until the next Due Date) shall be due on the Assessment Commencement Date. The Due Dates shall be January 1, April 1, July 1 and October 1 of each Assessment Year, unless subsequently changed by the Board. The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Common Property; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all future repair and replacement of the Common Property, it being intended that a portion of those costs will be covered by Special Assessment. The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the first Due Date during an Assessment Year written notice setting forth the amount of the Annual Assessment and, if changed from the prior Assessment Year, the Due Dates for that Annual Assessment. The first installment of the Annual Assessment shall become due on the first Due Date during that Assessment Year. The Board may establish reasonable payment procedures regarding payment of the Annual Assessment in installments during the Assessment Year. The Board shall also establish procedures for payment of any Special Assessments for capital improvements which may be levied in accordance with the provisions of this Article.

(b) All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 4.04(c) and Section 4.05. The written notice shall specify under which Section or Sections the Board will propose action. At that meeting, the presence of Members or of proxies entitled to cast fifty percent (50%) of the total votes outstanding shall constitute a quorum. If the required quorum is not present at that meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at the second meeting shall be thirty percent (30%) of the total votes outstanding. No second meeting shall be held more than sixty (60) days following the first meeting. If the required quorum is not present at the second meeting, the Board may take such action without approval of the Members.

4.07 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots.

4.08 Contribution by Declarant. For so long as Declarant has the authority to appoint and remove directors and officers of the Association, Declarant shall not be liable for the payment of any Assessments; provided, however, during that period Declarant shall advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for the reserve allowance), and the sum of Annual, Special and Specific Assessments collected by the Association in any Assessment Year, and those advances shall be evidenced by promissory notes from the Association to Declarant.

4.09 Effect of Nonpayment of Assessments. Any portion of an Assessment which is not paid on or before the Due Date for that portion of the Assessment shall bear interest from the Due Date until paid at the lower of [i] the highest legal rate of interest which can be charged, [ii] the rate of eighteen percent (18%) per annum, [iii] the rate of interest as the Board may from time to time establish (the lowest being referred to as the "Default Interest Rate"); provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Texas. In the event of default

in the payment of any one or more installments of an Assessment, the Board may declare any remaining balance of the Assessment at once due and payable. If an Owner shall fail to pay fully any portion of any Assessment prior to the date on which payment is due, the unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest at the Default Interest Rate and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of that Owner, secured by the Association's Lien on that Owner's Lot, enforceable in accordance with the provisions of this Declaration. The Board may also impose a late payment fee, in the amount determined by the Board, on each Owner who fails to pay any Assessment when due.

4.10 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to the Owner a written certificate stating that all Assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by that Owner as of the date of the certificate, or that all Assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of the certificate. Any certificate, when duly issued as provided in this Declaration, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.11 Approval by Declarant. Notwithstanding anything to the contrary contained in this Declaration, no Special Assessment shall be made without the approval of Declarant for so long as Declarant has the right to appoint officers and directors of the Association.

4.12 Specific Assessments.

(a) In addition to Annual Assessments and any Special Assessments, the Association shall also levy the following Specific Assessments in the amounts and payable as provided below:

[i] A Specific Assessment in the amount of \$500.00 per Lot shall be assessed against each Builder which acquires a Lot from Declarant, and shall be payable simultaneously with the acquisition of the Lot; and

[ii] A Specific Assessment in the amount of \$200.00 per Lot shall be assessed against each subsequent Owner of a Lot (other than Declarant or a Builder), and shall be payable simultaneously with the acquisition of the Lot. A Specific Assessment under this subsection shall be payable by the first Owner of a Lot (other than Declarant or a Builder), and upon any subsequent transfer of title to that Lot.

(b) The Board may specifically assess one or more Owners for the following expenses:

[i] expenses of the Association which benefit less than all of the Lots, which may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received;

[ii] expenses incurred by the Association in exercising the Right of Abatement (defined below); and

[iii] reasonable fines as may be imposed in accordance with the terms of this Declaration and the Bylaws.

(c) The Board shall have the power to specifically assess any Owner pursuant to subsection (b) above in its sole discretion as it deems appropriate. The failure of the Board to exercise its authority under that subsection shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under that subsection in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under that subsection.

ARTICLE V ARCHITECTURAL CONTROL

5.01 Architectural Control Committee – Creation and Composition.

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) nor more than five (5) individuals; provided, however, that the ACC shall always have an uneven number of members. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right, but not the obligation, to appoint all members of the ACC until the plans for all of the Residences for all of the Lots in the Development have been approved by the ACC. Thereafter, the Board shall appoint the members of the ACC. All costs of operating the ACC may, at the discretion of Declarant, be borne by the Association.

(b) Each initial member of the ACC shall be appointed for a term expiring on the next-succeeding December 31. Thereafter each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, then the remaining members of the ACC shall continue to act and the vacancy shall, subject to the provisions of Section 5.01(a), be filled by Declarant (or the Board if at the time the Board has the right to appoint members of the ACC) at the earliest possible time. Any ACC member may resign at any time by giving written notice of resignation to the Chairman of the ACC and that resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by Declarant (or the Board if at the time the Board has the right to appoint members of the ACC).

5.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to ensure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval [i] as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the Development and the Design Standards, and [ii] as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out that purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of that purpose, including, without limitation, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot. In exercising its powers and performing its duties under this Declaration, the decisions of the ACC on any subjective matter shall be final.

5.03 Officers, Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number any other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for travel expenses and other reasonable out-of-pocket costs incurred in the performance of their duties as members of the ACC.

5.04 Operations of the ACC.

(a) Meetings. The ACC shall hold meetings on an as-needed basis or upon a regular schedule as may be established from time to time by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member of the ACC at his or her residence or at his or her usual place of business at least ten (10) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of the meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided in this Declaration, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make those records and minutes available at reasonable places and times for inspection by Members of the Association and by the Association's Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting for the action so taken, shall be signed by all the members of the ACC and be filed with the minutes of the proceedings of the ACC. That consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

[i] The ACC shall adopt and promulgate the Design Standards described in Section 5.05 of this Declaration and shall, as required, make findings, determinations, rulings and orders with respect to the conformity with those Design Standards of plans and specifications submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specific requirements or conditions, pursuant to the provisions of this Declaration.

[ii] Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph [ii]. Written notice of the decision of two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any request, the matter with respect to which the request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing

of the request. The decision of a majority of the members of the ACC with respect to that matter shall be final and binding.

5.05 Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

[i] governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

[ii] governing the procedure for submission of plans and specifications;

[iii] establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

[iv] assuring the conformity and harmony of external design and general quality of the Development.

(b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

5.06 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been submitted to and approved in writing by the ACC and, if required by the Consolidated Restrictions, the Executive Committee of the Consolidated Association. All plans and specifications shall be in the form and shall contain the information as may be reasonably required by the ACC in the Design Standards, including but not limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces, including the number of parking spaces, and all siltation and erosion control measures;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as the Structures will appear after all back-filling and landscaping are completed;

(e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

A master set of plans and specifications with a typical landscaping plan may be submitted for approval in lieu of individual plans for each Lot. So long as all Structures are in substantial conformity with the master set of plans, no further submission is required.

5.07 Approval of Plans and Specifications. Upon approval by the ACC and the Executive Committee of the Consolidated Association of any plans and specifications submitted pursuant to this Declaration, two (2) copies of those plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of those plans and specifications bearing approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications relating to any Lot or Structure shall be final as to that Lot or Structure and that approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, those plans and specifications, as approved, and any conditions attached to approval of those plans and specifications.

5.08 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) the failure to include information in the plans and specifications as may have been reasonably requested;

(b) the failure of the plans or specifications to comply with this Declaration, the Design Standards or the Additional Restrictions; or

(c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure [i] to fail to be in conformity and harmony of external design and general quality with the standards for the Development as set forth in the Design Standards, or [ii] as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.09 Obligation to Act. The ACC shall take action on any plans and specifications submitted as provided in this Declaration within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of those plans and specifications.

5.10 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of that entry or inspection, provided the inspection is carried out in accordance with the terms of this Section.

5.11 Violations. If any Structure shall be erected, placed maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, then that erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required in this Declaration. If in the opinion of the ACC a violation has occurred, then the ACC shall notify the Association, and the Board shall take appropriate measures to correct the violation. The Board shall provide a Notice of Violation to the Owner, setting forth in reasonable detail the nature of the violation and the specific action

or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the Notice of Violation, then the Association shall have (in addition to any other right or remedy provided in this Declaration or by law) the Right of Abatement as provided in Section 8.02 of this Declaration.

5.12 Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.

5.13 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for all systems, mechanical, plumbing, electrical, engineering, or structural design or quality of materials, and by approving the plans and specifications neither the ACC, the member thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any Structure constructed from those plans and specifications. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these Restrictions, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Every person who submits plans or specifications and every Owner agrees that they will not bring any action or suit against Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

6.01 Application. The covenants and restrictions contained in this Article shall pertain and apply to all Lots and to all Structures erected or placed thereon. The Restrictions contained in this Declaration are in addition to, and not in lieu of, the Restrictions contained in the Additional Restrictions. If there are different standards imposed by these Restrictions and any of the Additional Restrictions, then each Owner must comply with the strictest standard.

6.02 Restriction of Use. All Residences, Structures and other improvements erected, altered, or placed on a Lot shall be made of new materials. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used on a Lot at any time as a Residence, either temporarily or permanently. 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, unless prior written approval is obtained from Declarant.

Temporary structures and model homes may be used as building offices and other related purposes by Declarant or a Builder who is currently constructing homes for resale within the Property upon receipt of approval from the Executive Committee of the Consolidated Association. No Builder shall be allowed to maintain an office or model home for the purpose of the sale of homes unless the Builder is conducting an active sales program within the Property and not for the purpose of sales in other subdivisions outside of the Property.

6.03 Resubdivision of Property. No Lot may be split, divided, subdivided or combined for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for the split, division, subdivision or combination. Once any Lots are combined they may not be subdivided thereafter; without the prior written approval of the ACC. The Owner of a Lot resulting from the combination of more than one Lot shall be responsible for Annual and Special Assessments based upon the number of Lots (or portions thereof) combined into one Lot.

6.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of erosion or siltation. The ACC may, as a condition of approval of the plans and specifications, require the use of certain means of preventing and controlling erosion or siltation. These means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 6.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.

6.05 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC and the Executive Committee of the Consolidated Association of plans and specifications for the landscaping to accompany the construction or alteration. A written plan of landscaping must be submitted to the ACC and the Executive Committee of the Consolidated Association prior to installation of any materials; this plan shall include a drawing to show location and description of all "hardscape" items such as fences, walls, rocks and so forth. A typical landscape plan may be submitted to the ACC in lieu of an individual plan for each Lot. Each front yard and all side yards which are adjacent to or visible from a street shall be fully sodded with a permanent, heat tolerant grass (i.e. Bermuda, St. Augustine, or other grass approved by the ACC). Ground cover composed of living material such as ivy or asiatic jasmine may be allowed if approved by the ACC. The landscape plan must include the addition of at least two (2) 3-inch caliper trees (measured at a point four and one-half feet (4.5') above ground level) located in front of the Residence and at least three (3) five-gallon shrubs placed in the front of the Residence. In addition, the landscape plan for each Lot which has a side yard adjacent to a public or private street shall include at least two (2) 3-inch caliper trees (measured at a point four and one-half feet (4.5') above ground level) located within that side yard, unless otherwise approved by the ACC and the Executive Committee of the Consolidated Association. All trees must be either red oaks or live oaks, unless otherwise approved by the ACC and the Executive Committee of the Consolidated Association. Each landscaping plan must also include an underground irrigation system covering all lawn and landscaped areas. Each Owner must maintain the irrigation system in good condition and repair.

No "desert style" landscaping, rock covered yards, or other stone yard cover will be allowed.

Landscaping shall be completed in accordance with approved plans not later than thirty (30) days after: (1) final inspection by the City of Fort Worth, Texas building inspector and/or the Tarrant County building inspector as may be applicable, or (2) occupancy of a Residence, whichever is earlier. In the case of existing homes, proposed changes and additions in landscaping must be submitted for approval by the ACC in the same detail as new construction. Once the plans have been approved by the ACC, a time frame for completion of the approved changes shall be agreed upon between the ACC and the Owner.

6.06 Existing Trees. No tree having a diameter of three (3) inches or more (measured from a point four and one-half feet (4.5') above ground level) shall be removed from any Lot unless the removal has been approved in writing by the ACC and the Executive Committee of the Consolidated Association.

6.07 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot. Temporary structures and model homes may be used as building offices pursuant to the provisions of Section 6.02.

6.08 Outbuildings. No metal storage outbuildings shall be erected, placed or maintained upon any Lot in the Property. No treehouse or children's playhouse shall be permitted on any Lot in the Development without prior written approval of the ACC and the Executive Committee of the Consolidated Association. Outbuildings or other Structures, temporary or permanent, other than the Residence or garage shall be limited to nine feet (9') in height and shall be subject to approval by the ACC and the Executive Committee of the Consolidated Association. Any other type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Residence located on the Lot. The ACC and the Executive Committee of the Consolidated Association shall require prior approval of, but not limited to, all outbuildings, play structures, shade structures or pool buildings. Though not subject to the exterior materials and roof pitch requirements contained in Sections 6.22 and 6.23, any outbuilding will be required to be constructed with material and of a design that is determined by the ACC and the Executive Committee of the Consolidated Association to be compatible with the design of the Residence. All playground and recreational equipment shall be placed within the rear yard of a Lot. No outbuilding or play structure will be permitted to be placed on easements or forward of the front building line. All Structures must be located more than five feet (5') from the side and rear Lot lines. The ACC is hereby authorized to determine what constitutes a violation of this restriction.

6.09 Prefabricated Structures. Prefabricated or factory built structures shall not be permitted within the Property, and such manufactured units shall not be employed as elements in the construction of Structures affixed to Lots except by written consent of the ACC.

6.10 Signs.

(a) No signs, billboards or advertising devices shall be installed, displayed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior of that structure, except:

[i] signs which are installed or displayed by Developer, or which are approved by the ACC and the Executive Committee of the Consolidated Association;

[ii] any sign as may be required by applicable laws, regulations, ordinances or court orders;

[iii] an Owner with a Residence on the Owner's Lot may display one (1) "For Sale" sign having a maximum face area of four square feet in the front yard of that Lot;

[iv] a Builder may display one (1) sign of not more than six (6) square feet on each Lot it owns advertising the Lot and any Residence situated on that Lot for sale during the construction and sales period;

[v] if a Builder owns any unimproved Lot, then the Builder may display one (1) sign of not more than one hundred (100) square feet on a Lot owned by the Builder which contains a model home; and

[vi] political signs advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that the signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

(b) No sign may be placed on the Common Property or the entrance areas to the Development without written approval of the ACC. No sign shall be installed or advertising device utilized if prohibited by the Additional Restrictions.

6.11 Setbacks. Building area set backs shall be the greater of the building lines (if any) indicated on the Plat or the minimum set backs set out below. Each Structure must be a minimum of fifteen feet (15') from the front of the Lot, five feet (5') from the rear of the Lot, five feet (5') from the interior sides of the Lot, and ten feet (10') from the street side of the Lot. In no event shall the setbacks be less than stated in the foregoing sentence unless a variance is granted by the appropriate governmental authority and approved by the ACC. In approving plans and specifications for any proposed Structure, the ACC may require more restrictive setbacks than the minimum specified above for the location of that Structure. All setbacks shall be established so that they do not violate the provisions of this paragraph, the requirements imposed by an applicable governmental authority and other applicable ordinances, laws, rules and regulations, or the provisions of the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with those setbacks.

6.12 Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. No fence shall be constructed in violation of any applicable ordinances, laws, rules, regulations, or the provisions of the Plat.

Fences and screening may be used within the Property to define private spaces or to attract or to divert attention to or from particular views. Certain objects which may be fenced or screened include: (1) free standing utility apparatus (such as transformers or switching equipment); (2) exterior, ground level machinery, e.g. heating and air conditioning equipment; (3) outside storage and service areas for equipment and supplies; and (4) refuse containers and related storage areas.

General guidelines for fences shall include: (1) no fence shall be constructed more than six (6) feet above grade in height; (2) no woven metal or chain link fences will be allowed except as approved by the ACC and the Executive Committee of the Consolidated Association; and (3) all fences must be constructed of wood, wrought iron or masonry; and (4) no fence which completely blocks vision shall be constructed except where specifically required under these Restrictions or the need for privacy is evident and approved by the ACC.

6.13 Roads and Driveway. No road or driveway shall be constructed or portion altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC. No road or driveway shall be constructed in violation of the Plat or any applicable ordinances, laws, rules, regulations.

6.14 Restricted Equipment. No Restricted Equipment (defined below) which is visible from the exterior of any Structure on a Lot shall be erected, used or maintained on any Lot without the prior written consent of the ACC and the Executive Committee of the Consolidated Association. In this Declaration, the term "Restricted Equipment" means any tower, antennae, satellite dish, solar collection panels or other device for the transmission or reception of television or radio signals or other form of electromagnetic radiation, or for the collection or storage of solar or other atmospheric energy. Any Restricted Equipment approved by the ACC and the Executive Committee of the Consolidated Association shall be located to the rear of the roof ridge line, gable line or center line of the principal Structure if attached to that Structure, and shall be located to the rear of the rear wall of that principal Structure, if a freestanding device. No Restricted Equipment shall extend above the roof of the Residence

so as to be visible from any street adjoining the Lot upon which the Residence is located. If audio-video communication services are made available to the Development by a coaxial cable system, then no television antenna may be erected and any existing exterior television antenna shall be removed, except as specifically allowed in writing by the ACC and the Executive Committee of the Consolidated Association.

6.15 Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans and woodpiles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a Lot only.

6.16 Maintenance. Except for mowing and edging of turf areas on each Lot (which will be performed by or under the control of the Association), the Owner of each Lot shall maintain that Lot and adjacent street right-of-way, and the improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition, in good condition and repair, and adequately painted or otherwise maintained. The maintenance to be performed by each Owner shall include weeding of plant beds, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed by the Owner 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, birdhouse, fountains or other decorative embellishments unless such specific item(s) has been approved in writing by the ACC. 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 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 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 the Lot and all Structures thereon in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of that Lot at the time the work is performed by the Association shall be personally obligated to reimburse the Association for the cost of the work within ten (10) days after it is performed by the Association. If that amount is not paid within that period of time, then the Owner shall be obligated thereafter to pay interest thereon at the Default Interest Rate, and to pay attorneys' fees and court costs incurred by the Association in collecting that obligation, and all of the same shall be secured by the Association's Lien on that Lot.

6.17 Commercial and Recreational Vehicles and Trailers. No commercial vehicle, commercial use truck, bus, trailer, mobile home, recreational vehicle, camper, truck with camper top, boat, boat trailer, self-propelled or towable equipment or machinery of any sort any item deemed offensive by Declarant, ACC, or Association or like equipment shall be permitted on any Lot on a permanent basis. No junk vehicles or vehicles in disrepair or neglect shall be stored, repaired or displayed on any Lot, street or otherwise in the Development. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring residences and streets. During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of construction of the Residence.

This restriction shall not apply to automobiles or small passenger trucks (with a truck load capacity of one ton or less) in good repair and attractive condition, provided that those vehicles are parked on an improved driveway which has been approved by the ACC. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public.

6.18 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may be placed adjacent to the driveway if the backboards are installed behind the front building line and are constructed of a clear plexiglass as approved by the ACC. No above ground pools shall be allowed. No travel trailer or recreation vehicle shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for any period in excess of forty-eight (48) hours.

6.19 Animals. No agricultural animals may be kept on any Lot and no animals, including birds, insects, reptiles, sheep, goats, horses, cattle, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association's Board), livestock of any kind shall ever be kept in the Development except in strict conformance with applicable laws and except that dogs, cats or other common household pets (not to exceed a total of three animals) may be kept by the Owner or tenant of any Residence, 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 leash and licensing laws in effect in the City of Fort Worth and Tarrant County shall also apply to this animal husbandry provision. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.

6.20 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 the Owner's Lot at regular intervals at the Owner's 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. If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property. Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner as approved by the ACC. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

6.21 Reasonable Enjoyment. No nuisance shall ever be erected, placed, or suffered to remain upon any Lot in the Property and no Owner of, or Occupant 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 Occupant. No hazardous, noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the community. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot. The Association's Board is hereby authorized to determine what constitutes a violation of this restriction.

6.22 Exterior Surfaces. At least seventy-five percent (75%) (as measured to the top plate of wall framing) of the total of all exterior surfaces (other than doors and windows) of a Residence shall be constructed of masonry.

Masonry shall consist of brick, natural stone or other products which are approved by the ACC and the Executive Committee of the Consolidated Association. No masonite, plywood, vinyl siding,

metal siding or stucco shall be permitted. All exterior portions of any chimney shall be masonry only. All exterior surfaces shall be in subdued colors, and samples must be submitted for ACC approval.

6.23 Roof and Rooftop Equipment. Minimum roof pitch shall be 6 to 12. Each roof must be covered by roofing materials which are wood shingles, dimensional fiberglass asphalt or composition shingles of a weight equal to 240 pounds or more per square, and having a minimum of a twenty (20) year roof rating. All equipment of any nature located upon a roof shall be screened from view on all four (4) sides. No signs may be erected or maintained on any roof.

6.24 Driveways. Driveways shall be constructed with concrete. Existing trees, topography and landscape planning should be taken into consideration. Front yard circular driveways and off street parking areas may be approved at the discretion of the ACC. The access point for each driveway must be the street fronting that Lot.

6.25 Pools and Spa Equipment. Plans for proposed swimming pools, hot tubs, surrounding decks, fencing and screening must be submitted for approval before any clearing, grading or construction is commenced. All swimming pools and hot tubs must be fenced in accordance with the applicable City of Fort Worth ordinances. No above-ground pools will be approved.

6.26 Mailboxes. Mail delivery within the Development shall be based on a dual mailbox system. The construction plans for each Residence must include the construction of a brick mailbox servicing the Lot and an adjacent Lot. The brick used on the exterior of the mailbox shall be the same as the brick used on one of the Residences which is served by that mailbox. Each Owner of a Lot being served by a mailbox is responsible for the maintenance of that mailbox.

6.27 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 on any residential Lot.

6.28 Commercial Use. Unless prior written approval is obtained from Declarant, 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 the ACC 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 on selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done, on any Lot which may be or become an annoyance or nuisance to the neighborhood.

6.29 Septic Tanks. No cesspool, septic tank or privy shall be placed or maintained on any Lot.

6.30 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"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Property and land owned by Declarant within the Property in connection with the promotion and marketing of land within the boundaries of the Development. Without 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.

6.31 Builder Rights. During the Development Period, the ACC shall have the right to allow an approved Builder in the Development the right to erect and maintain such signs, model homes, and other

structures as the ACC may reasonably deem necessary or proper in connection with Builder's promotion, development, and marketing of Lots and Residences located within the Development. The approvals granted by the ACC, as described above, are discretionary and may be revoked if in the opinion of Declarant the Builder does not comply with guidelines established by the ACC or Declarant. Builder shall be given at least ten (10) days notice to comply with the guidelines before any revocation of approval by the ACC becomes effective.

6.32 Construction Work. Except in an emergency, or when other unusual circumstances exist as determined by the Board, outside construction work or noisy interior construction work shall be permitted only after 6:00 A.M. and before 9:00 P.M. No Residence shall remain unfinished for more than 270 days after construction has commenced.

6.33 Electrical, Telephone and other Utility Lines; Electrical Service. All electrical, telephone, natural gas and other utility lines and facilities which [i] are located on a Lot, [ii] are not within or part of any Structure, 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 ACC.

6.34 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 Residences on any part of the Lot.

6.35 Minimum Home Size; Maximum Height. The Residences built in the Development must have a minimum of 1,200 square feet of living area. The foregoing stated minimum square footage shall be exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters separated or detached from the primary living area. No Structure shall have more than three (3) stories.

6.36 Garages. No Residence shall be constructed unless a garage is also constructed and maintained on that Lot large enough to accommodate at a minimum two (2) full size automobiles. Open carports are not permitted. All garages must have garage doors harmonious in quality and color with the exterior of the Residence. Garage doors made of cedar or other natural wood which are stained may be permitted if the design and color of stain is approved by the ACC. All garage doors shall be closed when not in use.

6.37 Minimum Ceiling Height. All interior ceilings of all Residences shall be nine (9) feet in height or greater (other than fir downs/soffits and ceilings in second floor bathrooms).

ARTICLE VII EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Easements.

(a) Declarant hereby expressly reserves to Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

[i] the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;

[ii] the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

[iii] slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems of which might change, obstruct or retard drainage flow; and

[iv] the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

(b) An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Property in the performance of their duties. An easement is hereby granted to the Association, its officers, agents, employees, and management personnel, to enter the Common Property at any time to render any service or perform its obligations under this Declaration.

(c) Each Lot and its Owner is hereby declared to have an easement; and the same is hereby granted to Declarant, over all adjoining Lots and Common Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any Structure, 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 the encroachment occurred due to the willful misconduct of said Owner or Owners. If a Structure on any Lot is partially or totally destroyed and then repaired or rebuilt, then 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.

(d) If audio and video communication services and utilities are made available to any Lots by means of an underground coaxial cable system, then the company furnishing those 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.

(e) No Owner shall have any right to use any easement retained by Declarant or conveyed by Declarant to the Association in a manner which is inconsistent or which interferes with the intended use for such easement.

7.02 Specific Easement Area. Declarant grants and conveys to the Association a perpetual non-exclusive private easement for the purposes of maintaining and repairing any walls, fences, sidewalks or other improvement within any easement area which is designated on the Plat to be used for that purpose, including those specifically described in the definition of "Common Property" above.

7.03 Entry. Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.01:

7.04 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by the Plat, applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between those laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

ARTICLE VIII ENFORCEMENT

8.01 Right of Enforcement. This Declaration and the Restrictions contained in this Declaration shall inure to the benefit of and shall be enforceable by Declarant, the Association, and each Owner and each Owner's heirs, legal representatives, successors and assigns. The Declarant and the Association shall also be entitled to enforce the Additional Restrictions against each Owner and Occupant.

8.02 Right of Abatement.

(a) Except where different notice provisions are specifically provided for in this Declaration or by law, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give a Notice of Violation to the Owner. If the Owner fails to take reasonable steps to remedy the violation or breach within thirty (30) days after the mailing of the written notice, then the Association shall have the Right of Abatement (defined below).

(b) The "Right of Abatement", as used in this Declaration, means the right of the Association, through its agents and employees, to enter upon any Lot or in any Structure as to which a violation, breach or other condition to be remedied exists at any reasonable time, and to take the actions specified in the Notice of Violation to the Owner to abate, extinguish, remove, or repair the violation, breach or other condition which may exist thereon contrary to the provisions of this Declaration. The entry upon a Lot or in a Structure or the taking of any action pursuant to the Right of Abatement shall not be deemed to be a trespass or wrongful act (provided the entry and the actions are carried out in accordance with the provisions of this Section).

(c) An Owner in violation of this Declaration shall reimburse the Association upon demand for all costs incurred in connection with the exercise of the Right of Abatement, including the costs of collection, reasonable attorneys' fees, and interest thereon at the Default Interest Rate. The reimbursement obligation is a binding personal obligation of that Owner enforceable in law, and is also secured by the Association's Lien on that Owner's Lot enforceable pursuant to the provisions of this Declaration.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary of this Declaration, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary of this Declaration shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions of this Declaration.

8.04 Collection of Assessments. If any portion of an Assessment is not paid when due and remains unpaid in whole or in part after the default is not cured within the time period (if any) required by the Notice of Violation, this Declaration or applicable law, then the Association may, in addition to any other right or remedy provided by this Declaration or applicable law, do one or both of the following:

[i] bring an action at law to collect the Assessment against the Owner(s) personally obligated to pay the Assessment;

[ii] file a notice of lien against the Lot or Lots in the real property records of the county in which the Development is located; and/or

[iii] bring an action to foreclose the Association's Lien against the Lot or Lots subject to the Association's Lien.

8.05 Foreclosure of Association's Lien.

(a) If an Owner fails to pay any portion of an Assessment or perform any other Owner's Obligation when due, and if that failure is not cured within the time period (if any) provided in a Notice of Violation given by the Association or other time period as required by applicable law, then in addition to any other right or remedy of the Association, the Association may cause the Lot(s) owned by the Owner to be sold at a non-judicial foreclosure sale of the Lot(s) in the manner and upon the terms required by applicable law (including Section 51.002 of the Texas Property Code) for sales of real property under a power of sale conferred by a deed of trust or other contract lien (a "Non-Judicial Sale"). The Association may instruct the Trustee to conduct the Non-Judicial Sale of the applicable Lot or Lots. The Non-Judicial Sale shall be a public sale at auction held at a location, on a date and at a time as permitted by applicable law. Notice of the Non-Judicial Sale containing all information required by applicable law shall be mailed, filed and posted by the Association, the Trustee or either of their agents or attorneys in the places and in the manner as required by applicable law. At the Non-Judicial Sale the Trustee shall sell the Lot or Lots at public auction to the highest bidder for cash at the place and time and in accordance with the notices and applicable law. The Association, or any person (including the Trustee) on behalf of the Association, may bid and purchase the Lot(s) at the Non-Judicial Sale, and if the winning bidder shall credit the bid against the total Owner's Obligations then due and payable. After completion of the Non-Judicial Sale, the Trustee shall execute and deliver to the purchaser or purchasers at the sale a trustee's deed conveying the Lot(s) in fee simple to the purchaser(s), with warranties of title binding on the Owner. The trustee's deed may contain recitals as to the existence of the default, the giving of notices of default, and failure to cure the defaults after notice, and the mailing, filing and posting of notices of the Non-Judicial Sale, and all recitals made in that trustee's deed shall be binding and conclusive upon the Owner whose property is the subject matter of the Non-Judicial Sale and that Owner's heirs, executors, administrators, predecessors, successors and assigns. The Trustee shall collect the proceeds of the Non-Judicial Sale (or advise the Association of the credit to give to apply to the Owner's Obligations), and the proceeds of that Non-Judicial Sale shall be applied (to the extent of available funds) to the payment of all expenses relating to the Non-Judicial Sale, then to the trustee's fees (not to exceed 10% of the delinquent Owner's Obligations), then to the payment of all remaining Owner's Obligations, then to the person or persons who are entitled to the balance as provided by law.

(b) The Association may at any time and from time to time and for any reason in its sole discretion remove any Trustee then serving and may appoint one or more persons to serve as Trustee. If more than one person is appointed as Trustee, then each person may act in his or her capacity as Trustee (including signing, mailing, filing or posting notices or conducting the Non-Judicial Sale) without the necessity of the joinder of any other person appointed as Trustee, and the act of any one person appointed as Trustee shall be sufficient. Each person appointed as a substitute Trustee shall succeed to all of the rights, titles and powers of the Trustee originally named in this Declaration.

(c) EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT WHICH IS SUBJECT TO THIS DECLARATION AND TO THE FULLEST EXTENT PERMITTED BY LAW,

WAIVES ANY RIGHT WHICH THAT OWNER MAY HAVE UNDER THE CONSTITUTIONS OR THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS:

[i] TO ANY NOTICE (OTHER THAN THOSE REQUIRED BY TEXAS PROPERTY CODE SECTION 51.002) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION;

[ii] TO SET ASIDE OR INVALIDATE ANY SALE CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING;

[iii] TO ANY RIGHT TO REQUIRE A MARSHALLING OF ASSETS; OR

[iv] ANY RIGHT TO A DETERMINATION OF FAIR MARKET VALUE OF ANY PROPERTY SOLD AT ANY SALE (NON-JUDICIAL OR OTHERWISE) FORECLOSING UPON THE ASSOCIATION'S LIEN OR TO AN OFFSET AGAINST ANY DEFICIENCY RESULTING FROM A FORECLOSURE SALE.

8.06 No Waiver. The failure of Declarant, the Association, or any Owner or their respective heirs, legal representatives, successors and assigns, to enforce any Restrictions contained in this Declaration shall not be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX DURATION AND AMENDMENT

9.01 Duration. This Declaration and the Restrictions contained in this Declaration shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record in the county records of Tarrant County, Texas, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years; provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained in this Declaration may be terminated by an instrument executed by the proper Association officers and recorded in the deed records of Tarrant County, Texas, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association.

9.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the deed records of Tarrant County, Texas, without the approval of any Member or mortgagee; provided, however, that [i] if a proposed amendment materially alters or changes any Owner's right to the use and enjoyment of the Owner's Lot or of the Common Property as set forth in this Declaration or if the proposed amendment adversely affects the title to any Lot, then the proposed amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby, or [ii] if the proposed amendment would materially and adversely affect the lien status, security and interest of any mortgagee, then the proposed amendment shall be valid only upon the written consent thereto of all mortgagees so affected. Any amendment made pursuant to this Section shall be certified by Declarant as having been duly approved by

Declarant, and the Members and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to do so by Declarant, the Owner will consent to the amendment of this Declaration or any other instruments relating to the Development [i] if such amendment is necessary to bring any provision of this Declaration or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, [ii] if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, [iii] if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, [iv] if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, or [v] if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

9.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 9.02 of this Declaration, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association provided, however, [i] that any amendment which materially and adversely affects the lien status, security and interest of any mortgagee must be approved by such mortgagee, and [ii] during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Owners and, where required, Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

ARTICLE X ANNEXATION AND FUTURE DEVELOPMENT

10.01 Annexation. For so long as Declarant has authority to appoint and remove Directors and Officers of the Association, additional real property may be annexed to the Property by the Declarant without the consent of the Class A Members. Such annexation may be accomplished by [i] filing in the deed records of Tarrant County, Texas, an approved subdivision plat describing the real property to be annexed to the Property and by including on such subdivision plat a statement that expressly sets forth the Declarant's intention to make such annexed real property subject to the provisions of this Declaration; or [ii] filing an amendment to the Declaration which has been consented to by the owners of the real property to be annexed if such real property is owned by someone other than Declarant; or [iii] amending the existing subdivision plat to include the real property to be annexed. Each Owner, by acceptance of a deed to his or

her Lot, shall be deemed to have consented to and approved of all such amendments to the Declaration, amendments to any existing subdivision plats and new subdivision plats placed of record which are to be subject to the provisions of this Declaration. At the expiration of Declarant's right to appoint and remove Directors and Officers of the Association, no real property may be annexed to the Property unless such annexation is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association.

10.02 Future Development. Notwithstanding any other provision contained herein to the contrary, and subject to applicable zoning regulations, Declarant shall have the right, for so long as Declarant has the authority to appoint and remove Directors and Officers of the Association, to annex real property according to the procedure set forth in Section 10.01, which real property may be developed as office, retail, commercial property, apartment complexes, condominiums, attached townhomes, or single family residences. At the time of such annexation, Declarant shall determine, on an equitable basis, the proportional share of the Assessments payable by and the number of votes allocated to such property, which determination will be based upon the degree to which the Occupants of said property have the right to use and are benefited by the Common Property. Such determination shall be made by amendment to this Declaration, which shall not require the approval of any Member or third party. Notwithstanding the foregoing, in no event shall the Owner(s) of such property annexed pursuant to this Section 10.02 be entitled to more than one (1) vote per 4 apartment units, with respect to an apartment complex.

ARTICLE XI MISCELLANEOUS

11.01 No Reverter. No restriction in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11.02 Severability. A determination by a court that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision of this Declaration.

11.03 Headings. The headings of the Articles and Section of this Declaration are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

11.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

11.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by Declarant, the Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, certified or registered, return receipt requested, with sufficient postage, and sent to the following addresses:

Declarant: River Park, L.P.
 2929 W. 5th Street, Suite A
 Fort Worth, Texas 76107

Owners: Each Owner's address as registered with the Association in accordance
 with the Bylaws.

Any written communication transmitted in accordance with this Section shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

11.06 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

11.07 Insurance.

(a) At all times during the term of this Declaration, the Association, its successors and assigns, shall be required to keep all improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Texas with [i] fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost or replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof; and [ii] public liability insurance in such amounts as shall be determined by the Board of Directors as appropriate for the Common Property.

(b) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of 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 and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the total Association entitled to vote thereon, and, so long as Declarant has the right to appoint and remove directors, Declarant, otherwise agree. 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 such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

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 shall, without the necessity of a vote of the Association's Members, levy a Special Assessment. 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 costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited for the benefit of the Association.

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

(c) The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder for maintenance of the damaged or destroyed property.

(d) In addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time, by either the Veterans Administration or Federal Housing Administration, their successors and assigns, for similar type residential subdivision communities.

11.08 Indemnification and Hold Harmless.

(a) 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 contact 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 in this Declaration 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) Each Owner shall be liable to the Association for any damage to the Common Property of any type or to any equipment thereon which may be sustained by reason of the negligence of that Owner or the Owner's 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 that Owner's Lot.

(c) The Association shall indemnify and hold each Owner harmless from any claim of any person for personal injuries or property damage occurring within or upon the Owner's Lot.

ARTICLE XII MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on Residences in the Development. The provisions of this Article apply to both this Declaration and to the Bylaws notwithstanding any other provisions contained therein.

12.01 Notices of Action. An institutional holder, insurer or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Residence on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Assessments or charges owed by an Owner of a Residence subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; or

(c) any proposed action which would require the consent of a specified percentage of eligible mortgagees.

12.02 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first mortgagees or at least two-thirds (2/3) of the total Members of the Association entitled to vote thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Residence;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

12.03 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Residence in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

12.04 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Residence.

12.05 Amendment by Board. Should the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation

subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

12.06 FHA/VA Approval. As long as there is a Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or Veterans Administration so long as such entity is guaranteeing any mortgage in the Development: annexation of additional property to the Development, except for annexation by Declarant pursuant to a plan of annexation previously approved by the Federal Housing Administration or the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

12.07 Applicability. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Texas law for any of the acts set out in this Article.

12.08 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XIII CONDEMNATION

13.01 Condemnation or Other Governmental Taking. If all or any part of the Common Property are taken by any authority having the power of condemnation or eminent domain, or are conveyed in lieu thereof by the Association with the approval of at least seventy-five percent (75%) of the Class A Members and of Declarant, as long as Declarant owns at least one (1) Lot or has the right to annex property to the Development, the award or proceeds made or collected for such taking or sale in lieu thereof are payable to the Association. The Association shall disburse or hold such award or proceeds as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant, as long as Declarant owns at least one (1) Lot or has the right to annex property to the Development, together with at least seventy-five (75%) of the Class A Members, decide otherwise, the Association shall restore or replace the improvements to the extent practicable, on other existing Common Property, in accordance with the plans approved by the Association, the ACC, and by Declarant. If the awards or proceeds are not sufficient to defray the cost of repair and replacement of the improvements and such deficiency cannot be appropriated from a reserve fund established for such purpose, the Association may levy one or more Special Assessments, in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. If such improvements are not repaired or restored, the Association shall retain the award or proceeds for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Property, or if there are excess funds remaining after any restoration or replacement of the improvements, then the Association shall retain the award, proceeds, or excess funds for the benefit of the Association.

(c) If the taking or sale in lieu thereof includes all or any part of the Common Property, then a court of competent jurisdiction shall apportion such award or proceeds between the Association and the Owners of the other property taken so as to give just compensation to each. In lieu of seeking judicial apportionment, [i] the Association, [ii] the Owners and their lenders of all Lots and Residences wholly or

partially taken, and [iii] Declarant, as long as Declarant owns at least one (1) Lot or has the right to annex property to the Development, may mutually agree on the method of apportionment.

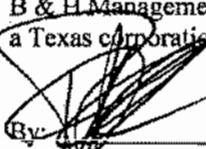
13.02 Condemnation of Lots.

(a) If all or any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects not to restore the remainder of the Lot, then the Owner shall promptly remove any remaining improvements damaged or destroyed by such taking or conveyance and shall leave the Lot in a clean, orderly, safe, and sightly condition. In addition, if the size or configuration of the Lot remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then the Owner, after removing all remaining improvements and placing the Lot in a clean, orderly, safe, and sightly condition, may deed the remaining portion of the Lot to the Association as a part of the Common Property. Upon the conveyance by an Owner of all remaining portions of a Lot, the Owner shall not be a Member.

(b) If any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects to restore the remainder of the Lot, then the Owner shall restore the remainder of the Lot in nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. The Owner shall commence the restoration within sixty (60) days after the taking or conveyance and shall proceed diligently in a good and workmanlike manner to completion.

DECLARANT: RIVER PARK, L.P.,
a Texas limited partnership

By: B & H Management, Inc.,
a Texas corporation, its sole general partner

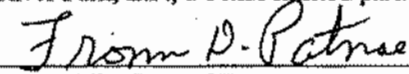
By: 
Printed Name: Robert H. Barham
Title: President

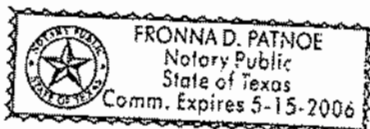
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on December 30, 2005, by Robert H. Barham, as the President of and on behalf of B & H Management, Inc., a Texas corporation, the corporation acting in its capacity as sole general partner and on behalf of River Park, L.P., a Texas limited partnership

[SEAL]



Notary Public, State of Texas



The Association, by the execution of this Declaration, acknowledges and agrees that the Association is hereby bound by all of the Association's obligations under this Declaration of Covenants, Restrictions and Easements.

IN WITNESS WHEREOF, the Association, acting through its duly authorized officers, has caused this Declaration to be executed effective as of December 30, 2005.

RIVER PARK PLACE HOMEOWNERS
ASSOCIATION, INC.

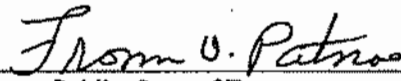

By _____
Printed Name: Robert H. Barham
Title: President

THE STATE OF TEXAS §

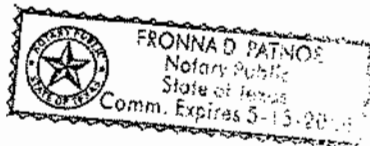
COUNTY OF TARRANT §

This instrument was acknowledged before me on December 30, 2005, by Robert H. Barham, as the President of and on behalf of River Park Place Homeowners Association, Inc., a Texas non-profit corporation.

[SEAL]



Notary Public, State of Texas



After recording return to:

Robert H. Barham
River Park, L.P.
2929 West 5th Street, Suite A
Fort Worth, Texas 76107



ROBERT H BARHAM
RIVER PARK, L.P.
2929 WEST 5TH STREET #A
FT WORTH TX 76107

Submitter: CAROL TIEMANN

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

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

Filed For Registration: 01/10/2006 10:11 AM
Instrument #: D206008307
OPR 37 PGS \$156.00

By: _____



D206008307

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.