

FIRST AMENDMENT TO DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
HULEN HEIGHTS

FILED
TARRANT COUNTY TEXAS
APR 18 2002
COUNTY CLERK

This FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HULEN HEIGHTS is made this 18th day of April, 2002 by Hillwood RLD, L.P., a Texas limited partnership (the "Declarant"):

WITNESSETH:

WHEREAS, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Hulen Heights dated effective as of January 18, 1999, and caused it to be recorded under Document No. D199014787 in the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Hulen Heights Homeowners Association, Inc., a Texas non-profit corporation, (the "Association") was formed to administer and enforce the covenants, conditions, and restrictions contained in the Declaration; and

WHEREAS, Declarant executed that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Columbus Heights (Hulen Heights), Phases II and III dated April 12, 2001, adding Phases II and III to the Declaration; and

WHEREAS, the Board of Directors of the Association has determined that certain changes should be made to the Declaration; and

WHEREAS, §7.12 of the Declaration provides: "(a) Until the rights and authority granted to Declarant hereunder vest in the Association pursuant to Section 7.14 hereof, the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee."; and

WHEREAS, the amendment set forth below has been duly approved by the Declarant and complies with the conditions of §7.12 of the Declaration :

NOW, THEREFORE, effective as of the first date above, the Declaration is hereby amended as follows:

1. The following provisions are hereby added to Section 4.7(a) of the Declaration:

(1) Except as provided in this Section 4.7 no temporary dwelling, shop, trailer or mobile home of any kind, or any improvement of a temporary character shall be permitted on any Lot.

(A) When otherwise in conformity with subsections (2) and (3) of this section, the following improvements of a temporary character are permitted:

- (i) Children's playhouses;
- (ii) Dog houses;
- (iii) Greenhouses;
- (iv) Gazebos; and
- (v) Storage buildings for lawn maintenance equipment of a maximum height of 6 feet from the ground.

(B) No improvement of a temporary character shall be constructed substantially out of corrugated metal or sheet metal, including aluminum, tin, steel, or other metals.

(C) No improvement of a temporary character shall be placed on a Lot in such manner as to permit the improvement to be visible from any street except with the express prior written approval of the Committee.

(D) Temporary storage buildings for lawn maintenance equipment that are taller than 6 feet from the ground or that will be visible from any street require the written approval of the Committee before placement on any Lot. These storage building must be constructed of materials identical to those of the Residence, matching exactly - including by brand name - the shingle type, siding type, color, and composition. In no event may such storage buildings exceed 8 feet from the ground. A roof pitch of 2:1 shall be required on all storage sheds. The Committee reserves the right to approve such storage buildings subject to specific conditions consistent with Sections 5.1 and 5.4 of this Declaration.

(2) A builder or contractor may have temporary improvements (such as a sales office, parking lot, or construction trailer) on a Lot during construction of the Residence on that Lot, even if such temporary improvements are visible from any street.

(3) No building material of any kind or character shall be placed or stored upon a Lot until the fee owner of such Lot is ready to commence construction of improvements and then such material shall be placed only within the property lines of the

Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay.

2. So much of Section 5.2 of the Declaration as provides that plans and specifications shall be submitted to the Architectural Control Committee at least 15 days prior to the proposed landscaping or construction of improvements and if the Architectural Control Committee fails to approve or disapprove such plans and specifications within 15 days after the date of submission, written approval of the matters submitted shall not be required and compliance with Section 5.2 shall be deemed to have been completed

is hereby amended to provide

that plans and specifications shall be submitted to the Architectural Control Committee at least 30 days prior to the proposed landscaping or construction of improvements and if the Architectural Control Committee fails to approve or disapprove such plans and specifications within 30 days after the date of submission, written approval of the matters submitted shall not be required and compliance with Section 5.2 shall be deemed to have been completed.

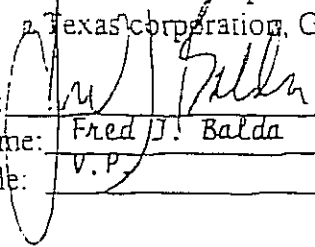
EXECUTED effective as of the day and year first written above.

DECLARANT

HILLWOOD RLD, L.P.,
a Texas limited partnership

By: Hillwood Operating, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Development Corporation,
a Texas corporation, General Partner

By: 
Name: Fred J. Balda
Title: V.P.

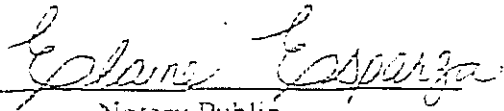
STATE OF TEXAS

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COUNTY OF DALLAS

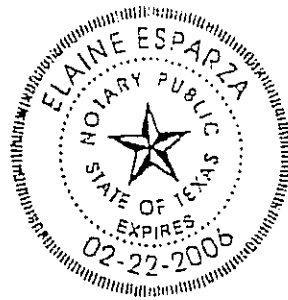
This instrument was acknowledged before me on the 18th day of April, 2002, by Fred J. Balda, vice president of Hillwood Development Corporation, a Texas corporation, the general partner of Hillwood Operating, L.P., a Texas limited partnership, the general partner of Hillwood RLD, L.P., a Texas limited partnership, in behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of April 2002.


Notary Public

AFTER RECORDATION RETURN TO:

Hillwood Residential
17480 Dallas Parkway
Suite 200
Dallas, Texas 75287



SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COLUMBUS HEIGHTS (HULEN HEIGHTS), PHASES II AND III

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplementary Declaration") is executed by HILLWOOD RLD, L.P., a Texas limited partnership, ("Declarant").

RECITALS:

A. Declarant is the fee owner of all of the tracts of land described in the Final Plat of Columbus Heights (Hulen Heights), Phase II filed on July 21, 2000 in Cabinet A, Slide 6022 of the Real Property Records of Tarrant County, Texas the Columbus Heights (Hulen Heights), Phase II Property and Columbus Heights (Hulen Heights), Phase III filed on February 9, 2001 in Cabinet A, Slide 6443 of the Real Property Records of Tarrant County, Texas the Columbus Heights (Hulen Heights), Phase III Property, which legal descriptions are hereby attached and incorporated herein by this reference.

B. Declarant has heretofore executed and recorded a certain Declaration of Covenants, Conditions and Restrictions of Columbus Heights (Hulen Heights); dated January 19, 1999 (the "Original Declaration") recorded as Instrument No. D199014787, Indexed 990119 of the Real Property Records of Tarrant County, Texas. Capitalized terms not otherwise defined shall have the meanings assigned in the Original Document.

C. Pursuant to Section 7.13 of the Original Declaration, Declarant may annex all or portions of Future Phases of Columbus Heights (Hulen Heights) (as defined in the Original Declaration and so used herein). The Columbus Heights (Hulen Heights), Phase II Property and Columbus Heights (Hulen Heights), Phase III Property is included within the property comprising the Future Phases of Columbus Heights (Hulen Heights).

D. This Supplementary Declaration is a Supplementary Declaration of Covenants, Conditions and Restrictions as described in Section 7.13 of the Original Declaration and is executed pursuant to such section for the purpose of annexing the Columbus Heights (Hulen Heights), Phase II and Columbus Heights (Hulen Heights), Phase III to the property covered by the Original Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares, subject to the terms and provisions set forth herein below, as follows:

1. The Columbus Heights (Hulen Heights), Phase II Property and Columbus Heights (Hulen Heights), Phase III Property shall be held, sold, transferred and conveyed subject to the easement, covenants, conditions and restrictions set forth in the Original Declaration. The covenants,

conditions, restrictions and easements set forth in the Original Document and in this Supplementary Declaration shall run with the land and shall be binding on all parties acquiring any right, title or interest in the Columbus Heights (Hulen Heights), Phase II Property and Columbus Heights (Hulen Heights), Phase III Property or any part thereof, and shall inure to the benefit of each Owner of all or a part of the Property.

2. The Original Declaration, as supplemented and amended by this Supplementary Declaration, remains in full force and effect.

EXECUTED on the date of acknowledgement below, but effected as of 12th date of April, 2001 for purposed.

DECLARANT:

By: Hillwood RLD, L.P.
a Texas limited partnership

By: Hillwood Development Corporation,
a Texas corporation,
its general partner

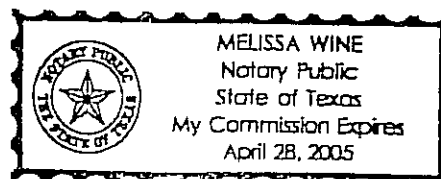
By: Angie Waddle
Angela T. Waddle
Vice President

THE STATE OF TEXAS
Tarrant
COUNTY OF TARRANT

This instrument was acknowledged before me on the 12 day of April, 2001, by Angela T. Waddle Vi of Hillwood Development Corporation, a Texas corporation, on behalf of such corporation in its capacity as general partner of Hillwood RLD, L.P., a Texas limited partnership.

Melissa Wine
Notary Public, State of Texas

Printed/Typed Name



FILED
TARRANT COUNTY TEXAS

1999 JAN 19 P 2:34

SUZANNE HENDERSON
COUNTY CLERK

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HULEN HEIGHTS**

BY _____

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is executed by Hillwood RLD, L.P., a Texas limited partnership ("Declarant").

RECITALS:

- A. Declarant is the fee owner of all of the Hulen Heights Property.
- B. Declarant intends for the Hulen Heights Property to be developed as a single family residential subdivision.
- C. Declarant desires to now establish covenants, conditions and restrictions upon the Hulen Heights Property and each and every Lot contained therein, in order to establish a general plan for the development of the Hulen Heights Property.
- D. Declarant desires to establish Common Areas and easements on, over and across portions of the Hulen Heights Property for the mutual benefit of all Owners from time to time of Lots within the Hulen Heights Property in accordance with the terms of the Bylaws, the Articles or this Declaration.
- E. Declarant has created or will create Hulen Heights Homeowners Association, Inc. as a non-profit homeowners association for the purposes set forth in the Articles. Declarant requires that the Owners of the Lots become Members of the Association and enjoy the benefits of membership in the Association and be subject to the burdens of Association membership, all as more fully set forth in the Bylaws, the Articles or this Declaration.
- F. Declarant further desires to provide the opportunity for the eventual annexation of the Future Phases of the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Property shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner of all or a part of the Property.

ARTICLE I

DEFINITIONS

Capitalized terms used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article I.

Section 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be duly amended.

Section 1.2 "Assessments" shall mean Regular Assessments and Special Assessments as defined below:

(a) "Regular Assessment" shall mean and refer to the amount assessed to and to be paid by each Owner to the Association for that Owner's portion of the Common Expenses.

(b) "Special Assessment" shall have the meaning assigned to it in Section 3.3 below.

Section 1.3 "Association" shall mean and refer to HULEN HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 1.4 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5 "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.

Section 1.6 "City" shall mean the City of Fort Worth, Texas.

Section 1.7 "Committee" shall mean and refer to the architectural control committee for the Property, which Committee shall consist of at least one but not more than three members at all times, all of whom shall be appointed as provided in Section 5.6 herein.

Section 1.8 "Common Areas" shall mean and refer to the sum of (a) the Common Areas as may be described in the Final Plat and (b) (i) the Swim Club Facilities, the Playground Facilities and the Community Center Property, unless and until the Community Center Property shall be deemed a "Lot" pursuant to Section 1.14 below, (ii) the Screening Wall and Entry Improvements, (iii) the Landscaping Improvements, (iv) the Playground Facilities, (v) any other areas designated as "Common Areas" by the Board, and (vi) any other real property and any other easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, and the improvements thereon, within the Property which have not been separately platted as a Lot on which a Residence will be constructed or dedicated to the City or another governmental authority; provided, however, additional property constituting a portion of the Future Phases of

Hulen Heights may be annexed into the Common Areas by Declarant as provided in Section 7.13.

Section 1.9 "Common Expenses" shall mean all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the Common Areas located on the Property, including the Association's administrative costs incurred in connection therewith, and any other expenses incurred by the Association in the furtherance of its purposes or as prescribed by the Articles and Bylaws.

Section 1.10. "Community Center Property" shall mean and refer to that certain tract of land situated in Tarrant County, Texas, described as Lot 11, Block 7 on the Final Plat.

Section 1.11 "FHA" shall mean and refer to the Federal Housing Authority.

Section 1.12 "Final Plat" shall mean and refer to the final plats of the Property approved by the City and filed by Declarant in the Real Property Records of Tarrant County, Texas.

Section 1.13 "Future Phases of Hulen Heights" shall mean and refer to any tracts of land adjacent to the Hulen Heights Property now or hereafter owned by Declarant or an affiliate of Declarant.

Section 1.14 "Hulen Heights Property" shall mean and refer to, collectively, the property situated in Tarrant County, Texas described on the attached Exhibit "A", and, subsequent to the annexation thereof as provided in Section 7.13 of this Declaration, each annexed portion of the Future Phases of Hulen Heights.

Section 1.15 "Landscaping Improvements" shall mean and refer to such landscaping as Declarant may install in portions of the Property and convey to the Association or as the Association may install in portions of the Property.

Section 1.16 "Lot" shall mean and refer to each lot platted on the Property except for the Community Center Property and any Common Area (so long as such property is owned by the Association). In the event that the Association dissolves and the Community Center Property and/or other Common Area is conveyed to Declarant or another third party, then such conveyed properties shall be included in the definition of a "Lot".

Section 1.17 "Masonry" shall mean and refer to brick, brick veneer, stone, stone veneer or other masonry material approved by the Committee.

Section 1.18 "Member" shall mean and refer to each person and entity who is a member of the Association as provided for in Section 2.2 hereof.

Section 1.19 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot who has acquired title to the Lot to use the Residence constructed or to be constructed thereon as a home.

Section 1.20 "Playground Facilities" shall mean and refer to the improvements, furniture, equipment, and landscaping that Declarant or the Association may construct or install on the Community Center Property.

Section 1.21 "Property" shall initially mean and refer to the Hulen Heights Property, and, subsequent to the annexation thereof as provided in Section 7.13 of this Declaration, each annexed portion of the Future Phases of Hulen Heights.

Section 1.22 "Residence" shall mean and refer to any detached single-family residence constructed upon a Lot.

Section 1.23 "Screening Wall and Entry Improvements" shall mean and refer to any screening wall and/or entry way that Declarant or homebuilders may install in portions of the Property and convey to the Association or for which the Association has an easement to maintain such improvements, and which may or may not be located on Lots.

Section 1.24 "Swim Club Facilities" shall mean and refer to the improvements, furniture, equipment and landscaping that Declarant or the Association may install or construct on the Community Center Property.

Section 1.25 "VA" shall mean and refer to the Veterans Administration.

ARTICLE II

ASSOCIATION

Section 2.1 The Association. The Association, acting through its Board, shall enforce the covenants, conditions and restrictions and all other terms contained in this Declaration regarding maintenance of the common areas, subject to the provisions of the Articles and Bylaws and shall have all of the powers set forth in the Articles and Bylaws.

Section 2.2 Membership. Every Owner shall be a member of the Association and shall automatically be a Swim Club Member as provided in the Bylaws. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot. Any person or entity holding an interest in any portion of the Property merely as security for the performance of any obligation shall not be a member of the Association.

Section 2.3 Voting Rights. The Association shall have one or more classes of voting membership as further described in the Bylaws. All voting rights shall be subject to the provisions and restrictions set forth in the Bylaws. Upon written request by an Owner of a Lot, the Association shall furnish a true, complete and correct copy of the Bylaws certified by an officer of the Association to such Owner.

Section 2.4 Board of Directors and Officers. The Association shall have a Board of Directors and elected officers who shall have the powers and duties prescribed in the Articles and

Bylaws. The Bylaws shall specify the procedure for election of the directors and officers, as well as the terms to be served by the directors and officers.

ARTICLE III

ASSESSMENTS

Section 3.1 Covenants for Assessments; Initiation Fee. Each Owner of any portion of the Property by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Regular Assessments and Special Assessments (such Assessments to be established and collected as hereinafter provided) and any initiation fee ("Initiation Fee") imposed upon Owners by the Bylaws or this Declaration. Until adjusted pursuant to the terms of Section 3.9, the Initiation Fee shall initially be \$150.00. The Initiation Fee shall be payable to the Association in connection with and upon the conveyance of a Lot to an Owner; provided, however, no Owner who is a member of the Association prior to the acquisition of a Lot shall be required to pay an Initiation Fee. The Initiation Fee, Regular Assessments and Special Assessments, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall be a charge on the land and shall be a continuing lien upon the Owner's Lot against which the Initiation Fee and each such Assessment is made to the benefit of the Association. The Initiation Fee and each such Assessment, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Initiation Fee or Assessment fell due and such obligation shall survive extinguishment by foreclosure of a mortgage or deed of trust of the lien securing such obligation. The personal obligation for a delinquent Initiation Fee or delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by such successor.

Section 3.2 Initial Regular Assessment. Until adjusted pursuant to the terms of Section 3.9, the Regular Assessments shall initially be \$156.00 per Lot semi-annually, payable in advance on March 31 and September 30 of each year. If the date of commencement of Regular Assessments for an Owner pursuant to Section 3.5 below is other than one of the two dates set forth in the preceding sentence, the first Regular Assessment owing by such Owner shall be prorated and paid to the Association on such date of commencement. The Regular Assessments may be adjusted as determined by the Board pursuant to the Articles and Bylaws and shall be payable as set forth herein or as otherwise prescribed by the Board.

Section 3.3 Special Assessments. In addition to the Initiation Fee and the Regular Assessments authorized above, the Association may levy at any time, a Special Assessment (herein so called) for the purpose of defraying, in whole or in part, (i) as to Owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (ii) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (iii) as to a particular Lot Owner, the costs incurred by the Association due to the Lot Owner's failure to comply with the Bylaws or the Association's rules and regulations, (iv) as to a particular Lot Owner, the costs incurred by the Association due to the Lot Owner's lack of maintenance of the Lot or other compliance with this Declaration and (v) as to a particular Lot Owner, Common

Expenses incurred by the Association, in the judgment of the Board, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees. Each Owner's share of any Special Assessment levied under clause (i) or (ii) above shall equal the product of the total Special Assessment levied times a fraction, the numerator of which is the Owner's Regular Assessment then payable to the Association and the denominator of which is the aggregate of all Owner's Regular Assessments then payable.

Section 3.4 Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized in Section 3.2 and Section 3.3 shall be in accordance with the Bylaws of the Association.

Section 3.5 Date of Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot in question to an Owner.

Section 3.6 Exempt Property. All Common Areas, all property owned by Declarant and all property dedicated to and accepted by the City or another governmental authority shall be exempt from the Assessments created herein.

Section 3.7 Remedies of Association. Any Initiation Fee or Assessment not paid within 30 days after the due date shall be delinquent and shall bear interest from the due date at the maximum non-usurious rate allowed by applicable law. Such Initiation Fee or Assessment and all interest and costs of collection, including reasonable attorneys' fees, shall be secured by a lien upon the Owner's Lot to which such Initiation Fee or Assessment and costs relate, which lien (i) shall be superior to all other liens and charges against such property, except only for ad valorem tax liens and all sums unpaid on a mortgage lien or deed of trust lien of record, and (ii) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of nonjudicial foreclosure sale and the other rights and remedies afforded under Chapter 51 of the Texas Property Code or other applicable provisions. It is expressly intended that by acceptance of a deed to a Lot within the Property, each Owner acknowledges that title is accepted subject to the Initiation Fee or Assessment lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the Initiation Fee or Assessment lien having been created prior to the creation or attachment of any homestead right with respect to any Lot. To evidence the Initiation Fee or Assessment lien, the Association may file a written notice of such lien in the Real Property Records of Tarrant County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Subsequent to the recording of a notice of Initiation Fee or Assessment lien as provided above, the Association may bring an action at law against the Owner personally obligated to pay the same, and in addition, conduct a nonjudicial foreclosure sale of the Owner's Lot under the Texas Property Code or judicially foreclose the lien against the Owner's Lot, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. No Owner may waive or otherwise escape liability for the Initiation Fee or Assessments provided for herein by non-use of the Common Areas or abandonment of the assessed Lot by the Owner.

Section 3.8 Subordination of Lien to Mortgages. The lien securing the Initiation Fee and the Assessments provided for herein on each Lot shall be subordinate to the lien of any mortgage or deed of trust of record now or hereafter placed upon such Lot. Sale or transfer of any Lot shall not affect the Initiation Fee or Assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any mortgage or deed of trust lien of record shall extinguish the Initiation Fee or Assessment lien as to an Initiation Fee or Assessments which became due prior to such sale or transfer. No sale or transfer by foreclosure or otherwise shall relieve such Lot from liability for any Initiation Fee or Assessments thereafter becoming due or from the lien securing such Initiation Fee or Assessments.

Section 3.9 Duties of the Board. The Board shall fix the amount of the Initiation Fee and the Regular Assessments from time to time in accordance with the Bylaws. The Board may amend the due dates for the Initiation Fee and/or the Regular Assessments at any time the amount of such assessment is fixed. The Board may levy a Special Assessment authorized by this Declaration at any time. The Board shall establish the due date for such Special Assessment at the time of levy. The Board shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said Assessments a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid and shall be binding on the Association as of the date of its issuance.

ARTICLE IV

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 4.1 Platting. No re-plat of the Property or any portion thereof shall be filed with the City or recorded in the Real Property Records of Tarrant County, Texas that has not first been approved by Declarant, with Declarant's approval shown in writing, signed by Declarant, on the face of the plat.

Section 4.2 Residential Use. The Property and all Lots shall be used for single-family residential purposes only, except that a Lot may be used by a homebuilder for a model home or as a temporary parking lot adjacent to a model home. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence per Lot not exceeding two stories in height with a private garage as provided below. Each Residence shall be constructed in conformance with minimum FHA and VA standards, unless otherwise approved by the Committee.

Section 4.3 Single-Family Use. Each Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 4.4 Garage Required. Each Residence shall have a minimum two-car garage conforming with then-applicable city zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. No garage shall be converted to living space or used in any manner so as to preclude the parking of two automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a home builder.

Section 4.5 Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots; provided, however, this restriction shall not be applicable to the Community Center Property or the Playground Property in the event that either or both of such properties ceases to be owned by the Association and such properties or any portion thereof is developed as a Residence.

Section 4.6 Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance approved by the Committee.

Section 4.7 Uses Specifically Prohibited and Other Provisions.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street) shall be permitted on any Lot, except that a builder or contractor may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot. No building material of any kind or character shall be placed or stored upon a Lot until the fee owner of such Lot is ready to commence construction of improvements, and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay.

(b) No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any Residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.

(c) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(d) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition,

have current license plates and inspection stickers and are in regular use (as determined by the Committee) as motor vehicles on the streets and highways of the State of Texas.

(e) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any of the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

(f) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(g) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any part of the Property cows, horses, bees, pigeons, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than three pets will be permitted on each Lot. Pets must be restrained or confined to the rear of the Owner's Lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.

(h) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee.

(i) No individual Lot water supply system shall be permitted on the Property.

(j) No individual Lot sewage disposal shall be permitted on the Property.

(k) No air-conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a Residence or at any other location where such would be visible from any street.

(l) Except with the written permission of the Committee, no antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted

on the Property except for antennas for AM or FM radio reception and UHF or VHF television reception. All antennas shall be located inside the attic of the main residential structure, except that, with the written permission of the Committee, one antenna may be permitted to be attached to the roof of the main residential structure (but only if the place of attachment is not visible from the street in front of the house) and to extend above said roof a maximum of five feet.

(m) No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted on the Property which is not related to single family residential purposes (the Swim Club Facilities and the Playground Facilities shall be deemed related to such single family residential purposes). No noxious or offensive activity shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a Residence as a sales office until such builder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' use and enjoyment of their Residences and yards.

(n) Unless otherwise approved by the Committee, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment placed at locations on a Lot that are not visible from any street, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(p) Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(q) After Declarant has graded a Lot, the general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Committee and (ii) any

approvals of the City and other appropriate agencies having authority to grant such approval which may be required.

(r) No sign of any kind shall be displayed to the public view on any Lot except (i) one sign of not more than five square feet advertising the property for rent or sale; (ii) signs used by Declarant or by a builder building homes within the Property to advertise the Property during the development, construction and sales periods; and (iii) signs advertising development of residences on property of Declarant. The Committee shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(s) The drying of clothes in public at street-level view is prohibited. The Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall install a suitable enclosure to screen from public street-level view equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(t) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(u) All exterior mechanical equipment, including, but not limited to, HVAC equipment, shall be located on the side or rear yard of each Lot and shielded from public view from any adjacent street.

(v) All utilities shall be installed underground. No gas meter shall be set nearer the street than the front or side of the dwelling unless the meter is designed for and installed underground.

Section 4.8 Minimum and Maximum Floor Area. The total air- conditioned living area of the main residential structure built on any of the following Lots (as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings,) shall not be less than the following:

50 Foot Lots (as described in Exhibit B attached hereto): 1,000 square feet

65 Foot Lots (as described in Exhibit B attached hereto): 1,500 square feet

75 Foot Lots (as described in Exhibit B attached hereto): 1,800 square feet

Notwithstanding the foregoing, the Committee shall have the right, in its discretion, to allow variances of up to 10% from the minimum square footage referenced above, to the extent permitted by applicable law.

Section 4.9 Building Materials. Unless otherwise approved in writing by the Committee, the front wall area (exclusive of windows) of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 100% Masonry.

Notwithstanding the foregoing, the front wall area on all first floor walls of a two story dwelling shall be brick only unless otherwise approved in writing by the Committee. The total exterior wall area of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 50% (or a higher percentage if required by the City) Masonry; provided, however, windows, doors and gables shall be excluded from the calculation of the total exterior wall area.

Section 4.10 Setback Restrictions. No dwelling shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the Final Plat or required by the City, whichever is greater.

Section 4.11 Fences and Walls. Except as provided herein otherwise, any fence or wall must be constructed of brick or wood or other material approved by the Committee. The location, size and appearance of such fence or wall shall be subject to the prior approval of the Committee.

Section 4.12 Screening Fence. The fee owner of each Lot, in connection with the construction of a Residence on such Lot, shall construct or cause to be constructed, and shall thereafter maintain in good repair and condition, a screening fence along the rear and the sides of the Lot. The screening fence shall, unless otherwise approved in writing by the Committee:

- (a) be immediately inside the applicable property line of such Lot;
- (b) extend from the rear Lot line to a point which will enclose all utility fixtures (exclusive of electric utility company transformers) when connected to the fence connected with the side of the house constructed on the Lot but shall not extend beyond the front of the house;
- (c) comply with City and FHA requirements;
- (d) be constructed at the fee owner's sole cost and expense;
- (e) be constructed of white wood or of other wood or brick material approved in writing by the Committee, with the fence supports located on the home side (as opposed to the street side) of the fence;
- (f) for screening fences along the sides of corner Lots, be six feet in height;
- (g) be parallel with the applicable property line of such Lot; and
- (h) be constructed so that the side of the fence containing the horizontal structural supports is not visible from the public right-of-way.

Section 4.13 Landscaping. Each fee owner of a Lot shall landscape the Lot according to the following minimum provisions:

(a) All front and side yards visible from the street shall be sod with grass from the home to the back of the street curb.

(b) Landscape plants shall be installed and maintained along the entire front of the home.

All landscaping required under this Section 4.13 shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot, and shall thereafter be maintained by the Owner of the Lot.

Section 4.14 Sidewalks. Any fee owner of a Lot, when building houses on the Lot, shall build sidewalks along the front and sides of the Lot abutting streets, which sidewalks shall conform to the City, FHA and VA specifications and regulations.

Section 4.15 Mailboxes. Mailboxes shall be constructed of a material and design approved in writing by the Committee prior to their installation, and shall be in conformity with the requirements of the City.

Section 4.16 Roofs. Unless otherwise approved in writing by the Committee, no roof on any house constructed on a Lot shall have less than a 6'/12' roof slope. All roofs shall be constructed or covered with 20-year composition shingles (meaning having a manufacturer's warranty of at least 20 years) with a weight of at least 200 pounds per 100 square feet with the approximate color of either muted brown or gray, as approved by the Committee. Unless otherwise approved by the Committee, all roof stacks and flashings must be painted to match the roof color.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 Authority. Except as specifically provided for homebuilders in Section 5.3 below, no landscaping shall be undertaken, and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan, and proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, typed and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots; and

(c) the other standards set forth within this Declaration (and any amendments thereto).

Except as specifically provided below for homebuilders, the Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 5.2 Procedure for Approval. A complete copy of the final plans and specifications shall be submitted in duplicate by direct delivery or by certified mail to the Committee. Such plans and specifications must be submitted at least 15 days prior to the proposed landscaping or construction of improvements. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements including, but not limited to, elevations and floor plans on each house intended to be built, square footage, roof pitch and percentage of brick or other material to be used as siding. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. Samples of proposed construction material's shall be delivered promptly to the Committee upon request. At such time as the plans and specifications meet the approval of the Committee, the Committee shall send written authorization to proceed and will retain the plans and specifications. If disapproved by the Committee, the plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a representative of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within 15 days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Section 5.2 shall be deemed to have been completed. In the case of a dispute about whether the Committee responded within such time period, the person-submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or by a signed delivery receipt. In the event a majority of the Committee cannot reach an agreement on any matter submitted for approval, the Committee shall consult about such matter with the builder who, at such time, owns more Lots in the Property (including Lots subject to a contract with Declarant) than any other builder. The decision of such builder regarding the disputed matter shall be binding on the Committee.

Section 5.3 Special Procedure for Homebuilders. Once the Committee has approved a set of final plans and specifications (including, but not limited to, exterior colors) submitted by a homebuilder for a house to be constructed on a Lot, that homebuilder may use such plans and specifications for other homes it will construct on the Property provided that (a) there shall be at least two Lots on the same side of the street between Lots with houses using the same or substantially the same floor plan; (b) there shall be at least three Lots on the same side of the

street between Lots with houses using the same or substantially the same exterior elevations; and (c) no houses with the same or substantially the same exterior elevations shall be constructed on Lots directly across the street from each other. The term "homebuilder" shall mean a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

Section 5.4 Standards. The Committee shall attempt to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 5.5 LIABILITY OF THE COMMITTEE. THE MEMBERS OF THE COMMITTEE SHALL HAVE NO LIABILITY FOR DECISIONS MADE BY THE COMMITTEE AND THE COMMITTEE SHALL HAVE NO LIABILITY FOR ITS DECISIONS SO LONG AS SUCH DECISIONS ARE NOT ARBITRARY OR CAPRICIOUS. ANY ERRORS IN OR OMISSIONS FROM THE PLANS AND SPECIFICATIONS OR THE SITE PLAN SUBMITTED SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT TO WHICH THE IMPROVEMENTS RELATE, AND THE COMMITTEE SHALL HAVE NO OBLIGATION TO CHECK FOR ERRORS IN OR OMISSIONS FROM ANY SUCH PLANS, OR TO CHECK FOR SUCH PLANS' COMPLIANCE WITH THE GENERAL PROVISIONS OF THIS DECLARATION, CITY CODES, STATE STATUTES OR THE COMMON LAW, WHETHER THE SAME RELATE TO LOT LINES, BUILDING LINES, EASEMENTS OR ANY OTHER MATTERS.

Section 5.6 Appointment of Committee. Subject to the Bylaws, the Declarant shall have the right, from time to time, to replace and appoint the member(s) of the Committee. The Association shall maintain in its records a current roster of the members of the Committee.

ARTICLE VI

COMMON AREAS

Section 6.1 Property Rights. Every Owner and every owner of a lot in the Hulen Heights Property who is a Member of the Association (by virtue of this Declaration or as provided in the Articles or Bylaws) shall have a right and easement of enjoyment in and to the Common Areas (including the improvements situated thereon, if any) which shall be appurtenant to and shall pass with title to the lot owned by such party, as the case may be, subject to the following provisions:

- (a) The Association shall have the right to prescribe rules and regulations from time to time governing and restricting the use of the Common Areas;

(b) The Association shall have the right to suspend the voting rights and right to use of the Common Areas of such party for any period during which any Assessment against the party's Lot remains unpaid and for a reasonable period in response to any infraction of this Declaration or the Association's rules and regulations; and

(c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Areas from foreclosure or forfeiture.

(d) In addition to the other rights and remedies of the Association provided in this Declaration and the Bylaws, the Association shall have the right to assess a violation fine of no more than \$5.00 per day for any infraction of this Declaration or of the Association's rules and regulations.

(e) With respect to any Landscaping Improvements or Screening Wall and Entry Improvements, the right and easement of enjoyment shall belong to and be held by the Association, for the benefit of the Owners, and individual Owners shall have no individual right and easement of enjoyment to enter onto or maintain such improvements (unless such improvements are located on such Owner's Lot, and the Association elects or fails to maintain such improvements).

Section 6.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the Owner's tenants, invitees and guests and to succeeding Owners and their tenants, invitees and guests.

Section 6.3 Title to Common Areas. If not sooner conveyed, Declarant shall convey title to the Community Center Property to the Association upon completion of the improvements on the Community Center Property. Declarant may retain the title to the other Common Areas owned by Declarant until such time as in the reasonable discretion of Declarant the Association is able to maintain the same, at which time the Declarant will convey title to such Common Areas to the Association. Until title to those portions of the Common Areas owned by Declarant has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Areas granted to the Association in this Declaration, other than the levying and collection of Assessments, which only the Association may do.

Section 6.4 Maintenance of Common Areas Included in Annual Assessment. The Association shall provide maintenance, replacement, repair and care for the Common Areas, including landscaping and plants thereon. The maintenance provided for in this Section shall be considered a common expense. However, in the event that the need for any such maintenance, replacement or repair performed by the Association, in the judgment of the Board, is caused through the willful or negligent act of the Member or the Member's family, guests, or invitees, the cost of such maintenance, replacement or repair shall become a Special Assessment to which the Member's Lot is subject.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Easements. (a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Final Plat. Easements are reserved across all Lots as necessary for the installation, operation, maintenance and ownership of any Screening Wall and Entry Way Improvements erected on a Lot and utility service lines from the property lines to the Residences. By acceptance of a deed to a Lot, the Owner of the Lot agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot. The Association shall have the right, but not the obligation, to maintain, repair and replace any Screening Wall and Entry Way Improvements or Landscaping Improvements, and, in the event the Association declines or fails to do so, the Owner of a Lot on which such improvements are located shall maintain such improvements in good condition and repair.

(b) The Owner of each Lot on which a retaining wall is located (each, a "Benefited Owner") shall have an easement over a reasonable portion (but in no event greater than five feet) of a Lot adjacent to such retaining wall to maintain such retaining wall. By acceptance of a deed to a Lot, each Benefited Owner agrees to maintain any retaining wall located on such Owner's Lot in good condition and repair. In the event a Benefited Owner fails to maintain a retaining wall as required herein, the Association shall have the right, but not the obligation, to maintain, repair and replace any such retaining wall, and the costs of such work shall be levied against the Benefited Owner as a Special Assessment in accordance with Section 3.3(iv) above.

Section 7.2 Recorded Final Plat. All dedications, limitations, restrictions and reservations shown on the Final Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

Section 7.3 Lot Landscape and Maintenance. The fee owner of each Lot, at the time of the construction of the Residence thereon, shall establish fully sodded grass on all front and side yards visible from the street, including, but not limited to, the unpaved area, if any, between the Lot and the curb of any street adjacent to such Lot. The above landscaping shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot. The fee owner of each Lot shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. The Owner of each Lot on which a fence is required to be constructed under this Declaration shall maintain such fence in good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. No vegetables shall be grown in any yard that faces a street. Neither weeds nor grass shall be permitted to grow to a height of greater than six inches upon any Lot. Upon the failure of any fee owner to maintain any Lot or any fence thereon, Declarant and the Association each has the right, at its option, to have the grass, weeds and vegetation cut or the fence repaired or replaced

as often as necessary in its sole judgment without the joinder of the other, and the fee owner of such property shall be obligated, when presented with an itemized statement or notice of Special Assessment, to reimburse Declarant or pay a Special Assessment to the Association, as the case may be, for the cost of such work. The amount to be paid, if not paid within thirty days after the date the statement or notice of Special Assessment is presented to the owner, shall bear interest from such date of presentation until paid at the rate stipulated in the Bylaws for interest on delinquent Assessments. Any Special Assessment owing by an Owner to the Association or the City for such work shall be secured by a lien on such Owner's Lot as provided in Section 3.7 of this Declaration.

Section 7.4 Maintenance of Improvements. Each Lot Owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace worn and rotten parts; (c) shall regularly repaint all painted surfaces; and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 7.5 Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 7.6 Term. This Declaration and the covenants and restrictions contained herein shall run with and bind the land and shall remain in full force and effect for a term of 50 years after the date of this Declaration. Thereafter, this Declaration and the covenants and restrictions contained herein shall be extended automatically for successive periods of ten years unless amended as provided herein. This Declaration may be terminated only by an amendment effected under paragraph (b) of Section 7.12 which expressly provides for such termination.

Section 7.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 7.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Property other than as specifically provided herein. This instrument, when executed, shall be filed of record in the appropriate records of Tarrant County so that each and every owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 7.9 Enforcement. Declarant, the Association and the fee owner of any Lot on the Property shall have the right to have each and all of the foregoing covenants, conditions and restrictions herein faithfully carried out and performed with reference to each and every Lot,

together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof. It is the intention hereby to attach to each Lot, without reference to when it was sold, the right to have such covenants, conditions and restrictions strictly complied with, such right to exist with the owner of each Lot and to apply to all other Lots whether owned by the Declarant, its successors and assigns, or others. Failure by any owner, Declarant or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.10 Other Authorities. If other authorities, such as the City or Tarrant County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 7.11 Addresses. Any notices or correspondence to an owner of a Lot shall be addressed to the street address of the Lot. Any notice or plan submission to the Committee shall be made to the address set forth below. The Committee may change its address for notice and plan submission by recording in the Real Property Records of Tarrant County a notice of change of address.

Section 7.12 Amendment. This Declaration may be amended only as follows:

(a) Until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof, the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

(b) At any time, the Owners of the legal title to 60% of the Lots (as shown by the Tarrant County Real Property Records) may amend the covenants, conditions and restrictions set forth herein by signing, acknowledging and recording an instrument containing such amendment(s), except that until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof, no such amendment shall be valid or effective without the joinder of Declarant.

(c) Any amendment affecting or modifying any right or obligation of the City, whether effected by Section 7.12(a) or (b) above, or by the proposed termination of this Declaration, shall require prior written consent of the City.

Section 7.13 Annexation. Additional single-family residential property, being all or a portion of the Future Phases of Hulen Heights, and additional common area property constituting a portion of the Future Phases of Hulen Heights, may be annexed to the property covered by this Declaration by Declarant without the approval or consent of the Association or its Members at any time prior to the date the rights and authority granted to "Declarant" hereunder vest in the

Association pursuant to Section 7.14 hereof. Any such annexation shall specifically describe and identify which portions of the annexed property are Lots and which portions are Common Areas. Any annexation to this Declaration other than by Declarant shall comply with the requirements to amend this Declaration as set forth in Section 7.12 hereof. Any annexation authorized by this Section shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the annexed property which shall extend the provisions of this Declaration to such property, provided that such Supplementary Declaration may include additional provisions or amend the provisions of this Declaration as necessary or appropriate to extend the general plan and scheme of development as evidenced by this Declaration to the annexed property.

Section 7.14 Rights of Declarant. All rights and authority granted to "Declarant" hereunder shall continue until the earlier to occur of (a) January 1, 2009, or (b) the date Declarant and its assigns no longer own any portion of the Hulen Heights. On such earlier date, all rights and authority granted to "Declarant" hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as "Declarant" hereunder to any purchaser of any portion of the Hulen Heights Property by written instrument of assignment duly recorded in the Real Property Records of Tarrant County, Texas expressly providing for such assignment. Conveyance of a property interest by Declarant alone shall not constitute an assignment of Declarant's rights and authority as "Declarant" hereunder.

EXECUTED on the date of acknowledgment below but effective as of January 18, 1999 for all purposes.

Address of Declarant:

12377 Merit Drive, Suite 1700
Dallas, Texas 75251

HILLWOOD RLD, L.P.,
a Texas limited partnership

By: Hillwood Operating, L.P., a Texas limited
partnership, General Partner

By: Hillwood Development Corporation,
a Texas corporation, General Partner

By: Angela T. Waddle
Name: Angela T. Waddle
Title: VP

Address of the Committee:

17480 Dallas Parkway, #200
Dallas, Texas 75287

FILED
TARRANT COUNTY TEXAS

1999 JAN 19 P 2:34

SUZANNE HENDERSON
COUNTY CLERK

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HULEN HEIGHTS

BY _____

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is executed by Hillwood RLD, L.P., a Texas limited partnership ("Declarant").

RECITALS:

- A. Declarant is the fee owner of all of the Hulen Heights Property.
- B. Declarant intends for the Hulen Heights Property to be developed as a single family residential subdivision.
- C. Declarant desires to now establish covenants, conditions and restrictions upon the Hulen Heights Property and each and every Lot contained therein, in order to establish a general plan for the development of the Hulen Heights Property.
- D. Declarant desires to establish Common Areas and easements on, over and across portions of the Hulen Heights Property for the mutual benefit of all Owners from time to time of Lots within the Hulen Heights Property in accordance with the terms of the Bylaws, the Articles or this Declaration.
- E. Declarant has created or will create Hulen Heights Homeowners Association, Inc. as a non-profit homeowners association for the purposes set forth in the Articles. Declarant requires that the Owners of the Lots become Members of the Association and enjoy the benefits of membership in the Association and be subject to the burdens of Association membership, all as more fully set forth in the Bylaws, the Articles or this Declaration.
- F. Declarant further desires to provide the opportunity for the eventual annexation of the Future Phases of the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Property shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner of all or a part of the Property.