

Documents
For
Reata Meadows
Homeowners'
Association, Inc.

Articles of Incorporation



Office of the Secretary of State

CERTIFICATE OF FILING OF

Reata Meadows Homeowners's Association, Inc.
File Number: 800821752

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate 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: 05/29/2007

Effective: 05/29/2007



A handwritten signature of Roger Williams in black ink.

Roger Williams
Secretary of State

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



Roger Williams
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Reata Meadows Homeowners's Association, Inc. (file number 800821752), a Domestic Nonprofit Corporation, was filed in this office on May 29, 2007.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 29, 2007.



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

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TDD: 10264

Dial: 7-1-1 for Relay Services
Document: 172163980005

MAY 29 2007

**CERTIFICATE OF FORMATION
OF**

REATA MEADOWS HOMEOWNER'S ASSOCIATION, INC. Corporations Section

The undersigned natural person of the age of eighteen (18) years or more, acting as an incorporator of a non-profit corporation under the Texas Business Organizations Code, hereby adopts the following Certificate of Formation for such non-profit corporation:

ARTICLE I
Definitions

The following words when used in this Certificate of Formation shall have the following meanings:

(a) "City" shall mean the City of Fort Worth, Texas.

(b) "Common Properties" shall mean the following:

(i) Any and all Entry Areas, Easement Areas, areas within the Landscape Easements, Wall Maintenance Easements, streets within the Property (except to the extent such streets have been dedicated to and accepted by the City or other appropriate governmental authority), Private Open Space, open spaces, lakes, ponds or water detention sites, or other similar areas within the Property whether or not shown on the Plat of the Property, whether within or surrounding or along the boundaries of the Property, including, without limitation, open areas or greenbelt areas surrounding any lakes, ponds or water detention sites within the Property;

(ii) Any other property or improvements within or immediately surrounding the Property (including the Amenity Center) for which Declarant and/or the Association have or may hereafter become obligated to maintain, improve or preserve including, without limitation, fencing, real property and/or drainage ditches adjacent to the Lots and within street right of way (whether public or private);

(iii) Any and all entry signs and monuments, fencing and walls, planters, berms, ledges, tree wells, signs, markers, irrigation systems, sprinkler systems, fountains, water wells and pumps, lights, lighting systems, poles, flags, and any other improvements installed by Declarant or the Association on any Common Properties, and all equipment, accessories, utilities and machinery used in the operation or maintenance of any of the Common Properties; and

(iv) Any other fixtures, structures or improvements installed by Declarant or the Association on any Lots within the Property and which are not expressly made the responsibility of the Lot Owner pursuant to the provisions of the Declaration.

(c) "Corporation" shall mean and refer to Reata Meadows Homeowner's Association, Inc., its successors and assigns.

(d) "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Property executed by 90 NORTH FORT WORTH,

LTD., a Texas limited partnership, and its successors and any assignee ("Declarant") and recorded in the Real Property Records of Tarrant County, Texas.

(e) "Lot" or "Lots" shall mean the single-family residential lots as shown on the Plat, as amended from time to time, and designated as a "Lot" thereon, together with any lots which may, from time to time, result from the resubdivision, combination or division of any such lots, and if, as, and when applicable, shall also include all Lots within any Annexed Land which is annexed in accordance with Article VIII of the Declaration.

(f) "Member" or "Members" shall mean each Owner of a Lot.

(g) "Owner" or "Owners" shall mean each and every person or entity who is a record owner of a fee or undivided fee interest in any Lot; provided, however, "Owner" shall not include Persons who hold an interest in a Lot as security for the performance of an obligation.

(h) "Property" shall mean the real property situated in the City of Fort Worth, Tarrant County, Texas, as more particularly described on Exhibit "A" of the Declaration, together with any Annexed Land expressly annexed thereto and made subject to the Declaration in accordance with the terms of Article VIII of the Declaration.

Words which are capitalized but not defined herein shall have the same meaning as set forth in the Declaration.

ARTICLE II

The name of the Corporation is Reata Meadows Homeowner's Association, Inc.

ARTICLE III

This Corporation is a non-profit corporation. The general purpose for which it is formed is to provide for the ownership, maintenance, repair and operation of the Common Properties. The purpose of the Corporation may be expanded from time to time pursuant to the terms of the Declaration.

ARTICLE IV

The address of the initial registered office of the Corporation is 8235 Douglas Avenue, Suite 770, Dallas, Texas 75225, and the name of the initial registered agent at such address is Shaul Baruch.

ARTICLE V

The period of duration of the Corporation is perpetual.

ARTICLE VI

The business and affairs of the Corporation shall be managed by a Board of three (3) Directors, who need not be Members of the Corporation. The number of Directors may be changed by amendment of the Bylaws of the Corporation, but shall in no event be less than three (3) nor more than nine (9). The names and addresses of the persons who are to act initially in the capacity of Directors until the selection of their successors are:

Shaul Baruch
8235 Douglas Avenue, Suite 770
Dallas, Texas 75225

Terry Tice
8235 Douglas Avenue, Suite 770
Dallas, Texas 75225

Stacy Whitney
8235 Douglas Avenue, Suite 770
Dallas, Texas 75225

ARTICLE VII

The name and street address of the organizer is Jeffrey W. Harrison, Andrews Barth & Harrison, PC, 8235 Douglas Avenue, Suite 1120, Dallas, Texas 75225.

ARTICLE VIII

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation, and membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE IX

The Corporation shall have two classes of voting membership: Class A and Class B, and the same shall have the voting rights provided in the Declaration.

ARTICLE X

The Corporation shall have no stock or shares.

ARTICLE XI

Upon dissolution of the Corporation, other than incident to a merger or consolidation, no Member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any assets of the Corporation. The assets both real and personal of the Corporation shall be dedicated (or contributed, in the case of reserve funds or other cash sums) to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those in which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1986 or the corresponding provisions of any United States Internal Revenue law.

IN WITNESS WHEREOF, I have hereunder set my hand this 25th day of MAY, 2007.



Jeffrey W. Harrison

Bylaws

BYLAWS OF
REATA MEADOWS HOMEOWNER'S ASSOCIATION, INC.,
A TEXAS NON-PROFIT CORPORATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is Reata Meadows Homeowner's Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8235 Douglas Avenue, Suite 770, Dallas, Texas 75225, but meetings of Members and Directors may be held at such places within the State of Texas, City of Fort Worth, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The following words when used in these Bylaws shall have the following meanings:

Section 1. "Association" shall mean and refer to Reata Meadows Homeowner's Association, Inc., its successors and assigns.

Section 2. "City" shall mean the City of Fort Worth, Texas.

Section 3. "Common Properties" shall mean the following:

(i) Any and all Entry Areas, Easement Areas, areas within the Landscape Easements, Wall Maintenance Easements, streets within the Property (except to the extent such streets have been dedicated to and accepted by the City or other appropriate governmental authority), Private Open Space, open spaces, lakes, ponds or water detention sites, or other similar areas within the Property whether or not shown on the Plat of the Property, whether within or surrounding or along the boundaries of the Property, including, without limitation, open areas or greenbelt areas surrounding any lakes, ponds or water detention sites within the Property;

(ii) Any other property or improvements within or immediately surrounding the Property for which Declarant and/or the Association have or may hereafter become obligated to maintain, improve or preserve including, without limitation, fencing, real property and/or drainage ditches adjacent to the Lots and within street right of way (whether public or private);

(iii) Any and all entry signs and monuments, fencing and walls, planters, berms, ledges, tree wells, signs, markers, irrigation systems, sprinkler systems, fountains, water wells and pumps, lights, lighting systems, poles, flags, and any other improvements installed by Declarant or the Association on any Common Properties, and all equipment, accessories, utilities and machinery used in the operation or maintenance of any of the Common Properties; and

(iv) Any other fixtures, structures or improvements installed by Declarant or the Association on any Lots within the Property and which are not expressly made the responsibility of the Lot Owner pursuant to the provisions of the Declaration.

Section 4. "Declarant" shall mean 90 NORTH FORT WORTH, LTD., a Texas limited partnership, and its successors and any assignee of Declarant to whom Declarant, by instrument recorded in the Real Property Records of Tarrant County, Texas, expressly assigns all of Declarant's rights and obligations as Declarant under the Declaration.

Section 5. "Declarant Control Period" shall mean that period of time during which Declarant controls the operation and management of the Association. The duration of the Declarant Control Period will be from the date the Declaration is recorded for a maximum period not to exceed the earlier of (i) five (5) years from the date the Declaration was recorded, (ii) sixty (60) days after title to eighty percent (80%) of the Lots that may be created in the Subdivision have been conveyed to Owners other than Declarant or affiliates of Declarant, or (iii) such earlier time as Declarant elects.

Section 6. "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Property executed by Declarant, and recorded in the Real Property Records of Tarrant County, Texas.

Section 7. "Lot" or "Lots" shall mean the single-family residential lots as shown on the Plat, as amended from time to time, and designated as a "Lot" thereon, together with any lots which may, from time to time, result from the resubdivision, combination or division of any such lots, and if, as, and when applicable, shall also include all Lots within any Annexed Land which is annexed in accordance with Article VIII of the Declaration.

Section 8. "Member" or "Members" shall mean each Owner of a Lot.

Section 9. "Owner" or "Owners" shall mean each and every person or entity who is a record owner of a fee or undivided fee interest in any Lot; provided, however, "Owner" shall not include Persons who hold an interest in a Lot as security for the performance of an obligation.

Section 10. "Property" shall mean the real property situated in the City of Fort Worth, Tarrant County, Texas, as more particularly described on Exhibit "A" of the Declaration, together with any Annexed Land expressly annexed thereto and made subject to the Declaration in accordance with the terms of Article VIII of the Declaration.

Words which are capitalized but not defined herein shall have the same meaning as set forth in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. The meeting shall be held at the place and hour designated by the Board of Directors. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The quorum requirements for meetings shall be as set forth in Article IV of the Declaration, as amended from time to time. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS; TERM OF OFFICE

Section 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.

Section 2. Declarant Control Period. During the Declarant Control Period, Declarant may appoint, remove and replace any Director or Officer of the Association, notwithstanding whether such Director or Officer was or was not (as the case may be) elected by the Members of the Association or the Board.

Section 3. Term of Office. At the first annual meeting, the Members shall elect one Director for a term of one year, one Director for a term of two years and one Director for a term of three years; and at each annual meeting thereafter the Members shall elect one Director for a term of three years.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors 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 Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Annual Meetings. The first annual meeting of the Directors shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Directors shall be held on the same day of the same month of each year thereafter. The meeting shall be held at the place and hour designated by the Board of Directors. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not Saturday, Sunday or a legal holiday.

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

Section 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.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board, for the benefit of the Owners, shall provide, and shall pay for (if applicable), from Assessments, the following if and to the extent such have been or are hereafter provided by or contracted for by the Association or the Board as the Board determines in the Board's sole and exclusive discretion:

(a) Operation, care, maintenance, repair and preservation of the Common Properties, Public Open Space and Easement Areas and the furnishing and upkeep of any desired personal property for use in the Common Properties and Easement Areas, including but not limited to, the operation, maintenance and repair of all lighting systems and facilities installed in and providing lighting for any Common Properties within the Property, including

without limitation, the ponds and water detention sites within the Property, and the maintenance and replacement of all light bulbs used in any such lighting systems and facilities.

(b) Providing the Common Services;

(c) Taxes, insurance and utilities, if any, which pertain to the Common Properties or are otherwise provided for herein which the Board may obtain in its sole discretion;

(d) The services of a Person or Persons to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Association or by a manager designated by the Board;

(e) Legal, accounting and other professional services on behalf of the Association;

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of the Declaration or which in the Board's sole and exclusive opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declaration; and

(g) The collection (as a part of the Regular Assessments) and payment of any assessments owed by an Owner or the Association under any other recorded deed restrictions, if any.

The Board shall also have the following additional exclusive rights, powers and duties:

(a) To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such 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;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Formation or Declaration;

(c) To employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;

(d) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(e) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(f) To, as more fully provided in the Declaration:

(1) fix and give notice of the amount of the Annual Assessment against each Lot; and

(2) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) To issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment;

(h) To procure and maintain liability insurance and hazard insurance on property owned by the Association;

(i) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

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

(k) To perform any of the Board's duties under the Declaration by contracting with third parties, to enter into other contracts, to maintain one (1) or more bank accounts and, generally, to have all the powers necessary or incidental to the operation, functions and management of the Association;

(l) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(m) To make reasonable rules and regulations for the operation and use of the Common Properties and the Common Services and to amend them from time to time;

(n) To own fee simple title, or an easement interest, in the Common Properties;

(o) To make available to each Owner within ninety (90) days after the end of the year an annual report of the Association;

(p) To adjust the amount, collection and use of any insurance proceeds;

(q) To enforce the provisions of the Declaration and any rules made thereunder and, in the sole and exclusive discretion of the Board, to enjoin and seek damages from any Owner for violation of any such provisions or rules;

(r) To appoint members of the Architectural Control Committee as described in, and subject to the provisions of, Article VII of the Declaration; and

(s) To perform such other duties and functions as are necessary to carry out the rights and obligations of the Board and the Association under the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and Treasurer and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. 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. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to **Section 4** of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the vote 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 said seal; serve notice of meeting of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each of the Members.

ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid in full at the lesser of: (a) fifteen percent (15%) per annum, or (b) the maximum rate permitted by applicable law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE XII
CLASSES OF MEMBERS

The Members of the Association shall consist of two (2) classes as provided in the Declaration:

(a) CLASS A: "Class A Members" shall be all Members other than Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If any Lot is owned by more than one (1) Owner, the number of votes attributable to such Lot still shall be one (1), and such one (1) vote may be cast only if all of the Owners owning such Lot, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Lot. Any Owner who is not an individual must designate, upon request of the Board, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in writing to the Board.

(b) CLASS B: The sole "Class B Member" shall be Declarant. The Class B Member shall be entitled to eighty (80) votes for each Lot which it owns. The Class B membership shall cease at such time as Declarant and Declarant's affiliates no longer own a Lot within the Property.

ARTICLE XIII
CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIV
AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

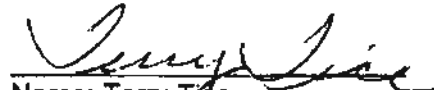
Section 2. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.


ARTICLE XV
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Directors of the Reata Meadows Homeowner's Association, Inc., have hereunto set our hands this 25th day of May, 2007.


Name: Shaul Baruch


Name: Terry Tice


Name: Stacy Whitney

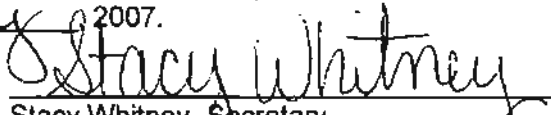
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Reata Meadows Homeowner's Association, Inc. a Texas non-profit corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 25th day of May, 2007.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of said Association this 25th day of May, 2007.


Stacy Whitney, Secretary

Declaration of CC&R's

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

REATA MEADOWS HOA INC
3102 OAK LAWN AVE 202
DALLAS, TX 75219

Submitter: REATA MEADOWS HOA INC

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

Filed For Registration: 3/27/2013 9:40 AM

Instrument #: D213075864

OPR

7

PGS

\$36.00

By: _____

Mary Louise Garcia

D213075864

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.

Prepared by: DBWARD



Reata Meadows Homeowners Association, Inc.

ENFORCEMENT POLICY

WHEREAS, the Board of Directors of the Reata Meadows Homeowners Association, Inc. (the "**Association**") finds there is a need to establish orderly procedures for the enforcement of the Rules & Regulations of the Association, the Design Guidelines of the Association and the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for Reata Meadows (hereinafter referred to, collectively, as the "**Reata Meadows Governing Documents**") against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Reata Meadows Governing Documents and for the elimination of violations of such provisions found to exist in, on and about the property subject to the Reata Meadows Governing Documents (to be referred to herein as the "**Enforcement Policy**").

1. **Establishment of Violation.** Any condition, use, activity or improvement which does not comply with the provisions of the Reata Meadows Governing Documents, shall constitute a "**Violation**" under this Policy for all purposes.

2. **Report of Violation.** The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address or legal description, if available, of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first class mail or via postcard of the discovery of a Violation(s) (the "**Courtesy Notice**"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). If the nature of the violation is such that it would not be reasonable to require that it be cured during this period than a longer period may be given in the discretion of the Board or its

delegate. The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by first class mail or personal delivery and by certified mail, return receipt requested (the "**Notice of Violation**"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Reata Meadows Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

a. The nature, description and location of the Violation, including any property damage caused by the Owner.

b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

c. The proposed sanction to be imposed, including the amount claimed to be due from the owner for property damage, in the event the Violation is not cured within a reasonable time. The notice will provide that if the violation is not cured on or before a stated date the attorneys' fees and costs incurred in enforcement of the covenants will be charged to the Owner. Until changed by action of the Board of Directors or changed in a specific sanction, the fine will be \$50.00 for the first (1st) violation and \$25 for any subsequent violation, up to the maximum amount allowed per law.

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that no further action will be taken and the Owner will avoid the fine or suspension (unless a similar notice was given to the Owner within the past six months).

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing before the Board to present his or her position on the issue which is the subject of the violation.

f. The Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 *et seq.*), if the Owner is serving on active military duty.

Sanctions under this Paragraph 3 may include, but are not limited to, the suspension of the right to use the Common Area and/or the imposition of the violation fine specified in ¶3c above. If the violation is of a recurring nature each recurrence shall constitute a separate violation. The Board may call for a fine at a reasonable amount per day for a continuing violation in which event there shall be no limit to the aggregate amount of violation fines imposed for the same Violation. Sanctions will not include denial of the right of the Owner to vote due to the uncured violation..

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any property damage (the "**Final Notice of Violation**") will be sent by the Association to the Owner by regular first class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing, whichever occurs first.

5. Request for a Hearing. If the Owner submits a written request for a hearing in a timely manner, the hearing shall be held in executive session of the Board of Directors affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board or its delegate receives the Owner's request for a hearing. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Reata Meadows Governing Documents by any Owner.

6. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Reata Meadows Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

7. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate

action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Reata Meadows Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

8. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (2nd) calendar day following the date of postmark of such notice hearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that such situation exists, any action to be taken pursuant to this Enforcement Policy which would directly affect the property of a third party or would be the responsibility of a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the Owner has notified the Association that the interests of said Owner in a Lot are being handled by a representative or agent of

such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy. While the new Owner is not personally liable for costs incurred by the old Owner prior to transfer of title, the lot in question shall continue to be burdened by the assessment lien created in the Declaration.

9. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs under this Enforcement Policy, which costs, if not paid upon demand therefor by Management, will be referred to the Board of Directors of the Association for collection.

10. Definitions. The definitions contained in the Reata Meadows Governing Documents are hereby incorporated herein by reference.

11. Compliance with Law. The provisions of this Enforcement Policy have been made to comply with Chapter 209 of the Texas Property Code and a copy hereof has or will be published to the Members of Reata Meadows and filed in the County Records.

IT IS FURTHER RESOLVED that this Enforcement Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors.

This is to certify that the foregoing Enforcement Policy was adopted by the Board of Directors at a duly convened meeting held on the ____ day of _____ 2013, and that the same shall be filed of record in the Real Property Records of Tarrant County, Texas.

DATE: 3/14/13

Nicole Powell
President

EXECUTED as of the 14 day of March, 2013

ASSOCIATION:

REATA MEADOWS HOMEOWNER'S
ASSOCIATION, INC., and a Texas
nonprofit corporation

By: Nicole Powell
Name: Nicole Powell
Title: owner

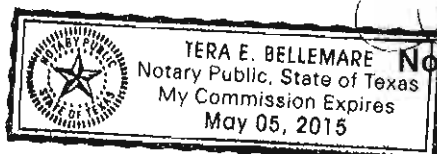
THE STATE OF TEXAS

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COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Powell, the President of Reata Meadows Homeowner's Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN under my hand and seal of office this 14th day of March, 2013.



Tera E. Bellemare
Notary Public in and for the State of Texas

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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Filed For Registration: 4/2/2012 10:29 AM

Instrument #: D212077599

OPR

4

PGS

\$24.00

By: _____

Mary Louise Garcia

D212077599

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.

Prepared by: AKCHRISTIAN

3

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, Reata Meadows Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of *Reata Meadows Homeowner's Association, Inc.*, (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner's request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner's request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Name: Cindy Swedge
Title: Vice President
Date: 3-29-2012

STATE OF TEXAS

COUNTY OF Tarrant

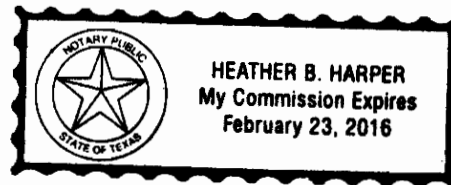
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This instrument was acknowledged before me on the 29th day of MARCH, 2012, by Cynthia Swedge ~~Real Estate~~ Vice President of Reata Meadows HOA, a Texas non-profit corporation, on behalf of said corporation.

Heather Harper
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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Instrument #: D212077605

OPR 5 PGS \$28.00

By: _____

Mary Louise Garcia

D212077605

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.

Prepared by: AKCHRISTIAN

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Rainwater Recovery Systems

WHEREAS, Reata Meadows Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. The Association wishes to adopt reasonable guidelines for Rainwater Recovery Systems; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for rainwater recovery systems have been established by the Board and are to be recorded with the Real Property Records.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS

§
§
§

COUNTY OF Tarrant

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the *Reata Meadows Homeowner's Association, Inc.*, ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

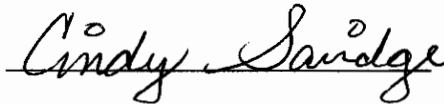
1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

Reata Meadows Homeowner's Association, Inc.
Guidelines for Rainwater Recovery Systems
Page 2 of 3

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of 12 2011.



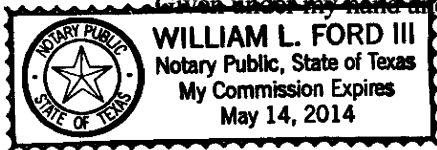
Member

Reata Meadows Homeowner's Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

Before me, the undersigned authority, on this day personally appeared Cynthia Savidge
Member of *Reata Meadows Homeowner's Association, Inc.*, a Texas corporation, known to me to be the
person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that
he/she had executed the same as the act of said corporation for the purpose and consideration therein
expressed, and in the capacity therein stated.

~~Given under my hand and~~ seal of office this 23rd day of December, 2011.



[Notarial Seal]

[Signature]
Notary Public, State of Texas

William Ford III
Printed Name

My commission expires: 5-14-2014

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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Filed For Registration: 4/2/2012 10:29 AM

Instrument #: D212077606

OPR

6

PGS

\$32.00

By: Mary Louise Garcia

D212077606

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.

Prepared by: AKCHRISTIAN

4

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Display of Flags

WHEREAS, Reata Meadows Homeowners Association, Inc. (the “Association”) is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for Display of Flags; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of flags have been established by the Board and are to be recorded with the Real Property Records.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219
GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the *Reata Meadows Homeowner's Association, Inc.*, ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of 12 2011.



Member

Reata Meadows Homeowner's Association, Inc.

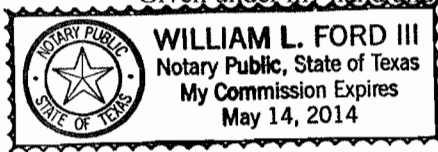
STATE OF TEXAS

COUNTY OF Tarrant

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Before me, the undersigned authority, on this day personally appeared Cynthia Swidge
Member of *Reata Meadows Homeowner's Association, Inc.*, a Texas corporation, known to me to be the
person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that
he/she had executed the same as the act of said corporation for the purpose and consideration therein
expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of December, 2011.



[Notarial Seal]

[Signature]
Notary Public, State of Texas

William Ford III
Printed Name

My commission expires: 5-14-2014

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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Filed For Registration: 4/2/2012 10:29 AM

Instrument #: D212077604

OPR

5

PGS

\$28.00

By: _____

Mary Louise Garcia

D212077604

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.

Prepared by: AKCHRISTIAN

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Solar Energy Devices

WHEREAS, Reata Meadows Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. The Association wishes to adopt reasonable guidelines for Solar Energy Devices; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for solar energy devices have been established by the Board and are to be recorded with the Real Property Records.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS

COUNTY OF

Tarrant

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the *Reata Meadows Homeowner's Association, Inc.*, ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:

Guidelines for Solar Energy Devices

Page 2 of 3

- a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of 12 2011.

Cindy Savidge

Member
Reata Meadows Homeowner's Association, Inc.

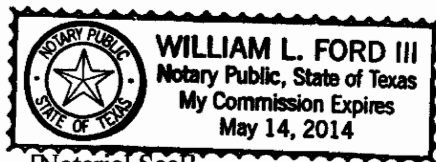
STATE OF TEXAS

COUNTY OF Tarrant

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Before me, the undersigned authority, on this day personally appeared Cindy Savidge
Member of Reata Meadows Homeowner's Association, Inc., a Texas corporation, known to me to be
the person and officer whose name is subscribed to the foregoing instrument and acknowledged to
me that he/she had executed the same as the act of said corporation for the purpose and consideration
therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23 day of December 2011.



[Notarial Seal]

William L. Ford III
Notary Public, State of Texas

William Ford III
Printed Name

My commission expires: 5-14-2014

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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Filed For Registration: 4/2/2012 10:29 AM

Instrument #: D212077602

OPR

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PGS

\$28.00

By: _____

Mary Louise Garcia

D212077602

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.

Prepared by: AKCHRISTIAN

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Collection Policy

WHEREAS, Reata Meadows Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached collection policy has been established by the Board and is to be recorded with the Real Property Records.



a FirstService Residential company

Creating the most desirable residential communities in which to live.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Reata Meadows Homeowner's Association, Inc. collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.*

1 st Friendly Notice	<ul style="list-style-type: none">• Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 10th.• Only issued to owners <u>with a balance of \$10 or more.</u><ul style="list-style-type: none">○ Late/interest fees may vary based on governing documents.○ Interest is not calculated on balances under \$2.○ Late date may vary based on governing documents.	18% per annum + \$8.00 processing fee
2 nd Formal Notice	<ul style="list-style-type: none">• Issued by the billing department as a late letter (typically 30 days after the Friendly Notice).• Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account.<ul style="list-style-type: none">○ Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure.• Only issued to owners <u>with a balance of \$50 or more.</u><ul style="list-style-type: none">○ A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing.	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none">○ This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail.○ The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i>○ Association collection policies may require demand letter processing through an attorney's office.○ <i>NOTE:</i> For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager.	\$35.00 request for demand + collection agency/attorney fees (fees vary by office/agency)
Lien	<ul style="list-style-type: none">• If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise.</i>• If an account is referred to a collection agency (e.g., Red Rock), the	\$20.00 request for lien + collection agency/attorney fees (fees vary by

Loyalty • Integrity • Respect • Fun

Premier Communities Management Company
3102 Oak Lawn Avenue
Suite 202
Dallas, TX 75219



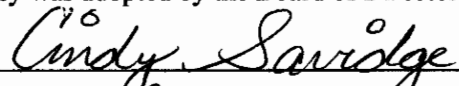
Teamwork • Work Ethic • Positive Attitude

Office: 214.871.9700
Toll Free: 866.424.8072
Fax: 214.889.9980

www.premiercommunities.net

	<p>account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter.</p> <ul style="list-style-type: none"> The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. Processing and filing a lien with the county clerk can take up to 30 (thirty) days. 	office/agency and county)
Foreclosure	<ul style="list-style-type: none"> Authorization for Foreclosure must be Board-approved in writing. <ul style="list-style-type: none"> The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. Processing an account for foreclosure can take up to ninety (90) days A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. The Association can proceed with Authorization to Evict once the property has been foreclosed. NOTE 1: The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. NOTE 2: There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012. 	\$20.00 request for foreclosure + collection agency/attorney fees (fees vary by office and county)

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors.


Name: Cindy Savidge
Title: Vice President
Date: 12-23-11



a FirstService Residential company

Creating the most desirable residential communities in which to live.

STATE OF TEXAS

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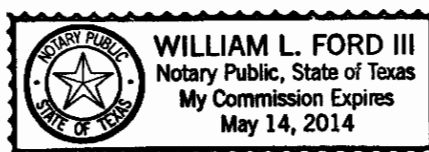
COUNTY OF Tarrant

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This instrument was acknowledged before me on the 23rd day of December
2011, by Cindy Savidge Vice President of Reata Meadows, a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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Filed For Registration: 4/2/2012 10:29 AM

Instrument #: D212077601

OPR

4

PGS

\$24.00

By: _____

Mary Louise Garcia

D212077601

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.

Prepared by: AKCHRISTIAN

3

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Priority of Payments

WHEREAS, Reata Meadows Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Policy for Priority of Payments

WHEREAS, the Board of Directors (the "Board") of *Reata Meadows Homeowner's Association, Inc.*, the ("Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 - 1. any delinquent assessment;
 - 2. any current assessment;
 - 3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - 4. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
 - 5. any fines assessed by the Association;
 - 6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

Cindy Savidge
Name: Cindy Savidge
Title: Vice President
Date: 12-23-2011

STATE OF TEXAS

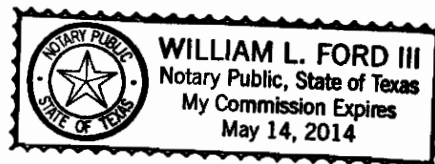
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COUNTY OF Tarrant

This instrument was acknowledged before me on the 23rd day of December, 2011, by Cindy Savidge, Vice President of Reata Meadows, a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219



Priority of Payments Policy

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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Instrument #: D212077603

OPR

9

PGS

\$44.00

By: Mary Louise Garcia

D212077603

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.

Prepared by: AKCHRISTIAN

6

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Records Production and Copying

WHEREAS, Reata Meadows Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of *Reata Meadows Homeowner's Association, Inc.*, (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*
- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*

- JAZ drive--actual cost;
- Other electronic media--actual cost;
- VHS video cassette--\$2.50;
- Audio cassette--\$1.00;
- Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

- (i) Two or more separate buildings that are not physically connected with each other; or*
- (ii) A remote storage facility.*

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. Overhead charge.

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

5. Microfiche and microfilm charge.

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. Remote document retrieval charge.

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply

with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. Computer resource charge.

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular

request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
- 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
- 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
- 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*

- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Cindy Savidge
Name: Cindy Savidge
Title: Vice President
Date: 12-23-2011

STATE OF TEXAS

§

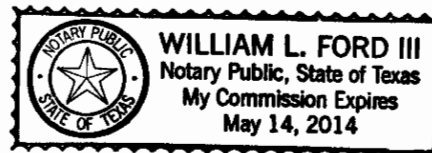
COUNTY OF Maricopa

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This instrument was acknowledged before me on the 23rd day of December 2011, by Cindy Savidge Vice President of Reata Meadows HOA, a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

Records Production and Copying Policy

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES
3102 OAK LAWN AVE #202
DALLAS, TX 75219

Submitter: PCMC

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

Filed For Registration: 4/2/2012 10:29 AM

Instrument #: D212077600

OPR

4

PGS

\$24.00

By: _____

Mary Louise Garcia

D212077600

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.

Prepared by: AKCHRISTIAN

3

**Reata Meadows Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Document Retention

WHEREAS, Reata Meadows Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Cabinet A, Slide 11922 on May 11, 2007. Lots in Reata Meadows are subject to the Declaration of Covenants, Conditions & Restrictions for Reata Meadows Homeowners Association, recorded on June 29, 2007 as Instrument Number D207228149, Ref Number RMDEC. 62907 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

Reata Meadows Homeowner's Association, Inc.
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of *Reata Meadows Homeowner's Association, Inc.*, the ("Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Cindy Savidge
Name: Cindy Savidge
Title: Vice President
Date: 12-23-2011

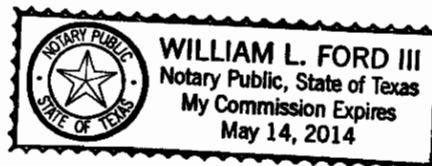
STATE OF TEXAS

COUNTY OF Tarrant

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This instrument was acknowledged before me on the 23rd day of December, 2011, by Cindy Savidge Vice President of Reata Meadows HOA, a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
REATA MEADOWS**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Reata Meadows (the "Amendment") is executed as of DECEMBER 23, 2009, by REATA MEADOWS HOMEOWNER'S ASSOCIATION, INC. (the "Association") joined by 90 NORTH FORT WORTH, LTD. ("Declarant").

Recitals

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Reata Meadows (the "Declaration") was executed May 25, 2007 and recorded June 29, 2007 as Instrument No. D207228149 in the Real Property Records of Tarrant County, Texas, by Declarant; and

WHEREAS, the Association and Declarant desire to make the amendment referenced below to the Declaration by this instrument; and

WHEREAS, Section 10.04 of the Declaration provides that [i] the Declaration may be amended by a document duly executed and acknowledged by Owners holding in the aggregate, seventy-five percent (75%) of the votes of All Members in Good Standing; and [ii] Declarant, without the joinder of any other party, shall have the sole and absolute right to make amendments to the Declaration, as determined by the Declarant from time to time for so long a Declarant owns at least one (1) Lot, whether to change the provisions thereof or to provide for additional provisions; and

WHEREAS, Article XII, (b) of the Bylaws and Section 4.04 of the Declaration each provide that [i] the sole "Class B Member" shall be the Declarant; [ii] the Class B Member shall be entitled to eighty (80) votes for each Lot which it owns; and [iii] the Class B membership shall cease when Declarant or Declarant's affiliates no longer own a Lot within Reata Meadows subdivision; and

WHEREAS, as of the effective date hereof Declarant owns Lots in the Reata Subdivision and has the requisite votes under Article XII of the Bylaws and Section 4.04 of the Declaration to approve this Amendment in writing as required by Section 10.04 of the Declaration.

Amendment

NOW, THEREFORE, the Declaration is hereby amended as follows:

So much of the second paragraph of Section 5.02 of the Declaration as currently reads as follows (underscored to show affected language):

“The Per-Lot Regular Assessment Amount shall be payable for each Lot which has been conveyed by Declarant to any third party, including, but not limited to, any Owner, builder or contractor. Regular Assessments shall commence, and the Per-Lot Regular Assessment (prorated for the remaining portion of the fiscal year of the Association) shall become payable immediately upon the conveyance (or reconveyance in the case of any Lot which is reacquired by Declarant) of any Lot by the Declarant, unless the conveyance is made to a builder for the initial construction of improvements on the Lot and subsequent resale, in which case, the Regular Assessments and any other Assessments (excluding a “builder lot takedown fee”, if any, charged by the management agent to the Property, if any) hereunder shall commence and become payable such Lot on upon [sic] the earlier of (i) conveyance of such Lot by such builder to any other party, or (ii) eighteen (18) months following builder’s acquisition of the Lot. Notwithstanding anything herein to the contrary, no Regular Assessments shall be payable for Lots owned by Declarant (whether now owned or hereafter acquired or reacquired).”

is hereby amended by the deletion of the underscored language to read as follows:

“The Per-Lot Regular Assessment Amount shall be payable for each Lot which has been conveyed by Declarant to any third party, including, but not limited to, any Owner, builder or contractor. Regular Assessments shall commence, and the Per-Lot Regular Assessment (prorated for the remaining portion of the fiscal year of the Association) shall become payable immediately upon the conveyance (or reconveyance in the case of any Lot which is reacquired by Declarant) of any Lot by the Declarant. Notwithstanding anything herein to the contrary, no Regular Assessments shall be payable for Lots owned by Declarant (whether now owned or hereafter acquired or reacquired).”

The terms and provisions contained herein shall govern over any other provisions of the Declaration, Bylaws, or other governing documents unless and until same may be amended in compliance with the terms of the Declaration.

All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect.

ASSOCIATION:

REATA MEADOWS HOMEOWNER'S
ASSOCIATION, INC., a Texas non-profit
corporation

By: Stacy Whitney
Name: Stacy Whitney
Title: Secretary

STATE OF TEXAS §

COUNTY OF Collin §
§

This instrument was acknowledged before me on this 23 day of December,
2009, by Stacy Whitney the SECRETARY of Reata Meadows
Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation.



Bonnie Quesada Azular
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Attn: _____

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant to evidence its consent and approval, and by the Association, by and through its Secretary, to evidence the written approval of more than 75% of the votes held by Members of the Association, and is executed effective as of the date first above written.

DECLARANT:

90 NORTH FORT WORTH, LTD.,
a Texas limited partnership

By: 90 North Fort Worth GP, LLC,
a Texas limited liability company,
General Partner

By:

Name:

Title:

Shaul C. Baruch

Manager

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on this 23 day of December, 2009, by Shaul C. Baruch, Manager of 90 North Fort Worth GP, LLC, a Texas limited liability company, general partner of 90 North Fort Worth, Ltd., a Texas limited partnership, on behalf of said entities.



Bonnie Duesada Azula
Notary Public in and for the State of Texas

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR REATA MEADOWS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REATA MEADOWS (this "Declaration") is made and entered by 90 NORTH FORT WORTH, LTD., a Texas limited partnership (the "Declarant").

WHEREAS, Declarant is the owner of all that certain real property situated in the City of Fort Worth, Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Declarant intends that the Property (as hereinafter defined) be developed as a residential Subdivision (as hereinafter defined) and community and that such Property be subject to the covenants, conditions and restrictions set forth in this Declaration in order to establish a plan for the development, improvement and use of the Property with architectural, landscaping and maintenance controls; and

WHEREAS, Declarant intends to create the Association (as hereinafter defined) to have, exercise and perform on behalf of, and as agent for, the Owners (as hereinafter defined), the rights, duties and functions set forth in this Declaration, including, but not limited to, (i) the maintenance, ownership and operation of certain portions of the Property and improvements thereon, (ii) the assessing, collecting and disbursing of Assessments (as hereinafter defined) provided for herein, and (iii) the appointment of an Architectural Control Committee (as hereinafter defined) to enforce the protective covenants contained herein and to review and approve or disapprove Plans (as hereinafter defined) for improvements and modifications to improvements to be constructed on Lots (as hereinafter defined) within the Subdivision.

NOW, THEREFORE, Declarant adopts, establishes and imposes the following covenants, conditions, restrictions, easements, liens and charges upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, easements, liens and charges.

**ARTICLE I
DEFINITIONS**

Unless otherwise defined in this Declaration, the following words when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

- (a) Intentionally Deleted.
- (b) "Annexed Land" shall have the meaning set forth in Article VIII hereof.
- (c) "Architectural Control Committee" shall have the meaning set forth in Section 7.01 hereof.
- (d) "Assessment" or "Assessments" shall have the meaning set forth in Section 5.01 hereof.
- (e) "Assessment Lien" shall have the meaning set forth in Section 5.08 hereof.

(f) "Association" shall mean the non-profit corporation to be created under the laws of the State of Texas under the name, "Reata Meadows Homeowner's Association, Inc." or such other name as is selected by Declarant or Declarant's successors.

(g) "Association Documents" shall mean the Articles of Incorporation (herein so called) and the Bylaws (herein so called) of the Association, as amended and modified from time to time, and the resolutions and certifications adopted by the Association from time to time.

(h) "Board" shall mean the board of directors of the Association as elected from time to time pursuant to the Association Documents.

(i) "City" shall mean the City of Fort Worth, Texas.

(j) "Class A Members" shall have the meaning set forth in Section 4.04(a) hereof.

(k) "Class B Member" shall have the meaning set forth in Section 4.04(b) hereof.

(l) "Common Properties" shall mean the following:

(i) Any and all Entry Areas (as hereinafter defined), Easement Areas (as hereinafter defined), areas within the Landscape Easements (as hereinafter defined), Wall Maintenance Easements (as hereinafter defined), streets within the Subdivision (except to the extent such streets have been dedicated to and accepted by the City or other appropriate governmental authority), Private Open Space (as hereinafter defined), open spaces, lakes, ponds or water detention sites, or other similar areas within the Subdivision (as hereinafter defined) whether or not shown on the Plat (as hereinafter defined) of the Subdivision, whether within or surrounding or along the boundaries of the Property, including, without limitation, open areas or greenbelt areas surrounding any lakes, ponds or water detention sites within the Subdivision;

(ii) Any other property or improvements within or immediately surrounding the Subdivision for which Declarant and/or the Association have or may hereafter become obligated to maintain, improve or preserve including, without limitation, fencing, real property and/or drainage ditches adjacent to the Lots and within street right of way (whether public or private);

(iii) Any and all entry signs and monuments, fencing and walls, planters, berms, ledges, tree wells, signs, markers, irrigation systems, sprinkler systems, fountains, water wells and pumps, lights, lighting systems, poles, flags, and any other improvements installed by Declarant or the Association on any Common Properties, and all equipment, accessories, utilities and machinery used in the operation or maintenance of any of the Common Properties; and

(iv) Any other fixtures, structures or improvements installed by Declarant or the Association on any Lots within the Subdivision and which are not expressly made the responsibility of the Lot Owner pursuant to the provisions of this Declaration.

(m) "Common Expenses" shall have the meaning set forth in Section 5.02 hereof.

(n) "Common Service" or "Common Services" shall mean such services provided from time to time by Declarant or the Association, or obtained by the Association on behalf of,

and for the common benefit of, the Owners which have been approved by the Board and/or by the Members (as hereinafter defined) at a meeting at which a Special Quorum (as hereinafter defined) is present as provided herein.

(o) "Declarant" shall mean 90 NORTH FORT WORTH, LTD., a Texas limited partnership, and its successors, and any assignee of Declarant to whom Declarant, by instrument recorded in the Real Property Records of Tarrant County, Texas, expressly assigns all of Declarant's rights and obligations as Declarant under this Declaration. No Person (as hereinafter defined) purchasing one (1) or more Lots shall be considered "Declarant" hereunder, unless Declarant makes the express and specific assignment referenced in the immediately preceding sentence.

(p) "Declarant Control Period" shall mean that period of time during which Declarant controls the operation and management of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of (i) five (5) years from the date this Declaration was recorded, (ii) sixty (60) days after title to eighty percent (80%) of the Lots that may be created in the Subdivision have been conveyed to Owners other than Declarant or affiliates of Declarant, or (iii) such earlier time as Declarant elects.

(q) "Declaration" shall mean this Declaration, and all amendments and modifications hereto, including without limitation, any Supplemental Declaration (as hereinafter defined), filed of record in the Real Property Records of Tarrant County, Texas.

(r) "Default Rate of Interest" shall mean the lesser of (i) fifteen percent (15%) per annum, or (ii) the maximum allowable contract rate of interest under applicable law.

(s) "Easement Areas" shall mean all easements as shown on the Plat within the Subdivision, or on adjacent property which may or hereafter benefit or burden the Property and the Subdivision, including, without limitation, drainage easements for detention basins, and those various utility, drainage and all other easements located within the Property and along, over and across various Lots therein, together with all future and proposed easements for the benefit of or burdening the Property and the Subdivision, whether within or outside the Subdivision boundaries, and as may be shown on the Plat or as may actually be subsequently granted, dedicated and/or conveyed.

(t) "Entry Area" shall mean those areas as shown on the Plat along, near or adjacent to the Subdivision entrances, and the other Common Properties located on or adjacent to such entrances, and any Common Properties which may be now or hereafter located at or near the Entry Areas.

(u) "Landscape Easements" shall mean those portions of the Lots identified as "Landscape Easement" or "L.S.E." on the Plat. Notwithstanding anything to the contrary contained herein, and notwithstanding the fact that the Landscape Easements are a portion of the Common Properties, the fencing, grass and other landscaping within that portion of the Landscape Easements shall be maintained by the Owner(s) whose Lot(s) are encumbered by the Landscape Easements, such Owner(s) being responsible for the maintenance of only that portion of the Landscape Easement that is situated on the Owner Lot(s), in a neat and attractive manner and in accordance with such requirements as the Architectural Control Committee may specify in writing to the Owners from time to time.

(v) "Lot" or "Lots" shall mean the single-family residential lots as shown on the Plat, as amended from time to time, and designated as a "Lot" thereon, together with any lots which may, from time to time, result from the resubdivision, combination or division of any such lots, and if, as, and when applicable, shall also include all Lots within any Annexed Land which is annexed in accordance with Article VIII of this Declaration.

(w) "Member" or "Members" shall mean each Owner of a Lot.

(x) "Member in Good Standing" or "Members in Good Standing" shall have the meaning set forth in Section 4.03 hereof.

(y) "Mortgagee" shall have the meaning set forth in Section 10.10 hereof.

(z) "Notice of Unpaid Assessments" shall have the meaning set forth in Section 5.08 hereof.

(aa) "Open Space" shall mean Private Open Space and Public Open Space, collectively.

(bb) "Owner" or "Owners" shall mean each and every Person who is a record owner of a fee or undivided fee interest in any Lot; provided, however, "Owner" shall not include Persons who hold an interest in a Lot as security for the performance of an obligation.

(cc) "Plans" shall have the meaning set forth in Section 7.03(c) hereof.

(dd) "Plat" shall mean the final plat of Presidio Village South, an addition to the City of Fort Worth, Texas, as recorded on May 11, 2007, in Cabinet A, Slide No. 11922 of the Plat Records of Tarrant County, Texas, and any and all subsequent amendments thereto, and any final plat of any Annexed Land expressly annexed and made subject to this Declaration in accordance with the terms of Article VIII hereof.

(ee) "Per-Lot Regular Assessment Amount" shall have the meaning set forth in Section 5.02 hereof.

(ff) "Person" or "Persons" shall mean any natural person, corporation, partnership, trust or other legal entity.

(gg) "Private Open Space" shall mean the real property defined as Block 12, Lot 74X; Block 18, Lot 66X; Block 23, Lot 1X; and, Block 23, Lot 10X as shown on the Plat, including any improvements thereon.

(hh) "Property" shall mean the real property situated in the City of Fort Worth, Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto, together with any Annexed Land expressly annexed thereto and made subject to this Declaration in accordance with the terms of Article VIII hereof.

(ii) "Public Open Space" shall mean the real property described on Exhibit "A-1" attached hereto and incorporated herein by reference for all purposes, including any improvements thereon.

(jj) "Regular Assessments" shall have the meaning set forth in Section 5.02 hereof.

- (kk) "Regular Quorum" shall have the meaning set forth in Section 4.05(c) hereof.
- (ll) "Special Member Assessments" shall have the meaning set forth in Section 5.04 hereof.
- (mm) "Special Purpose Assessments" shall have the meaning set forth in Section 5.03 hereof.
- (nn) "Special Quorum" shall have the meaning set forth in Section 4.05(b) hereof.
- (oo) "Subdivision" shall mean the Property as shown on the Plat to be commonly known as "Reata Meadows".
- (pp) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of covenants, conditions, restrictions and easements bringing Annexed Land within the scheme of the Declaration under the authority provided in this Declaration.
- (qq) "Violation Fine" shall have the meaning set forth in Section 10.12 hereof.
- (rr) "Wall Maintenance Easements" shall mean those portions of the Subdivision identified as "W.M.E." or "M.E." on the Plat. Notwithstanding anything to the contrary contained herein, and notwithstanding the fact that the Wall Maintenance Easements are a portion of the Common Properties, the fencing, grass and other landscaping within that portion of the Wall Maintenance Easements shall be maintained by the Owner(s) whose Lot(s) are encumbered by the Wall Maintenance Easements, such Owner(s) being responsible for the maintenance of only that portion of the Wall Maintenance Easement that is situated on the Owner Lot(s), in a neat and attractive manner and in accordance with such requirements as the Architectural Control Committee may specify in writing to the Owners from time to time.

ARTICLE II

USE OF THE PROPERTY - PROTECTIVE COVENANTS

2.01 General. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to all applicable zoning restrictions placed upon the Property as they exist from time to time. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM

THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL. All Lots shall be developed in accordance with this Declaration as this Declaration may be amended or modified from time to time as herein provided. The provisions of this Article set forth certain requirements which, in addition to the other provisions of this Declaration, shall apply with respect to the development and use of the Property.

2.02 Residential Use. All Lots shall be used and occupied for single family residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed two (2) stories in height, and a private garage or Out-Building as provided below, unless approved in writing by the Architectural Control Committee.

2.03 Common Properties. The Common Properties shall be used only for the purposes set forth herein. Except for those provisions to the contrary contained herein with respect to said Common Properties, each Owner shall be solely responsible for any and all improvements of any kind located on such Owner's Lot.

2.04 Resubdivision/Zoning Changes. No Lot shall be resubdivided without the prior written consent of the Declarant and the Architectural Control Committee.

2.05 Combining Lots. Declarant, or any Person owning two (2) or more adjoining Lots, after first obtaining Declarant's prior written consent, may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of the City. In the event of any such consolidation, the consolidated building lot shall be treated as a single Lot for purposes of applying the provisions of this Declaration.

2.06 Minimum Floor Space. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than the greater of (i) one thousand three hundred (1,300) square feet, with the minimum air-conditioned living area on the ground floor of a two-storied home, not less than one thousand (1,000) square feet, or (ii) the minimum floor space required by law.

2.07 Building Materials. The total exterior wall area ("Exterior Wall") of each residence constructed on a Lot shall not be less than sixty-five percent (65%) brick, brick veneer, stone, stone veneer, or other masonry material approved in writing by the Architectural Control Committee ("Masonry") (but not less than the minimum percentage as established by the City by ordinance or building code requirement). Windows, doors and other openings are excluded from calculation of total exterior wall area. No material on the exterior of any building or other improvement except wood, hardboard or stucco, shall be stained or painted without the prior written approval of the Architectural Control Committee.

2.08 Garages. Each single-family residential dwelling erected on any Lot shall have an enclosed garage suitable for parking a minimum of two (2) automobiles, which garage shall conform in design and materials with the main structure. Porte-cocheres are prohibited unless approved by the Architectural Control Committee or Declarant, and the City.

2.09 Driveways.

- (a) Each driveway must be a minimum of twelve feet (12') in width.
- (b) Each driveway must accommodate at least two (2) vehicles immediately in front of the garage for off-street parking requirements.
- (c) All driveways shall be surfaced with concrete.

2.10 Drainage.

- (a) The general grading, slope and drainage plan of a Lot as established by the approved Subdivision plans may not be materially altered without the written approval of the Architectural Control Committee and/or the City (where such authority rests with the City).
- (b) Within the Easement Areas on each Lot, no improvement, structure, fence, planting or materials shall be placed or permitted to remain which might alter the direction of flow within surface or subsurface drainage channels or drainage easement areas or which might obstruct or retard the flow of water through surface and subsurface drainage channels or drainage easement areas.
- (c) Neither the Declarant nor Declarant's successors or assigns shall be liable for any loss of, or damage done to, any shrubbery, grass, flowers, improvements, fences, sidewalks, driveways or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters or drainage waters.

2.11 Roofs. The roofs of principal and secondary structures which are exposed to public view shall be wood shingle, shake, slate, clay, neutral tone tile, or architectural series quality composition shingle (25 year or 240 pounds per square or more) and of earth tone color that appears to be either weathered wood, black slate, or barkwood color, unless some other material is approved in writing by the Architectural Control Committee. All residences shall have a minimum of 8x12 and maximum 12x12 roof pitch on the major portions of the building unless otherwise approved in writing by the Architectural Control Committee.

2.12 Exterior Surfaces. All wood, hardboard or stucco used on the exterior of a house must be painted or stained in a compatible color approved by the Architectural Control Committee; provided, no aluminum or sheet siding may be used on the exterior of any house.

2.13 Building Direction; Building Lines/Setbacks.

- (a) All residences erected on any Lot shall face the street adjacent to the Lot as shown on the Plat or, with respect to corner Lots, as required in writing by the Architectural Control Committee.
- (b) No portion of any such dwelling or residence shall be located on any Lot nearer to the front property line than the minimum setback lines shown on the Plat (most of which have specific higher minimum setbacks than the City standard setback) and/or as required by the City unless otherwise allowed by both the City and the Architectural Control Committee.
- (c) No structure or improvement of any kind (except for fences, as provided in Section 2.14 hereof) shall be nearer to the side property line or the rear property line of any

Lot than as shown on the Plat and/or as specified by the City for side and rear yard setbacks applicable to the Property unless otherwise allowed by both the City and the Architectural Control Committee.

(d) No structure or improvements of any kind whatsoever shall be located within any easement as shown on the Plat unless otherwise allowed by both the Architectural Control Committee and the City (where such authority rests with the City).

2.14 Fences, Walls, Shrubbery and Trees.

(a) No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and support posts will be on the side of the fence away from the street and are not visible from such street right-of-way. All fences on individual Lots shall be six feet (6') high, as measured from the adjacent surface to the top of the fence, and constructed of wood material, provided the wood fence is of spruce material or better, has slats that are installed vertically only (not horizontally or diagonally), and may be stained (not painted) with a clear, neutral, natural, cedar, or redwood color and wood protector or waterproof sealer, as approved by the Architectural Control Committee from time to time. All fences and masonry columns shall be of the type and design adopted by the Architectural Control Committee.

(b) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three (3) and eight (8) feet above the roadway shall be placed or permitted to remain on any corner Lots within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty (20) feet from the intersection of such street right-of-way lines, or in the case of a rounded property corner, twenty (20) feet from the intersection of the street right-of-way lines as extended. Similar sight-line limitations shall apply on any Lot for that area that is ten (10) feet from the intersection of a street right-of-way line with the edge of a residence driveway. No tree shall be permitted to remain within such restricted plantings area unless the foliage line is maintained at a minimum height of eight (8) feet above the adjacent ground line.

(d) No chain link or wire fencing will be permitted.

2.15 Signs. No sign or signs of any kind or character shall be displayed to the streets or otherwise to the public view on any Lot including, without limitation, any signs (a) in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, (c) that discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or residence in the Subdivision, or (d) that advertise distressed, foreclosure or bankruptcy sales, except that:

(a) Any builder, during the applicable initial construction and sales period, may utilize one (1) professionally fabricated sign of not more than six (6) square feet in size per Lot for advertising and sales purposes and professionally fabricated signs of not more than thirty (30) cumulative square feet in size within the Subdivision, for advertising and sales purposes, provided that such signs shall first have been approved in writing by the Architectural Control Committee and comply with applicable City requirements;

(b) A professionally fabricated "for sale" sign of not more than six (6) square feet in size may be utilized by the Owner of a Lot for the applicable sale situation, provided that such sign first shall have been approved in writing by the Architectural Control Committee;

(c) "For Rent", "For Lease" and similar signs are not permitted on any Lot;

(d) Development related signs owned or erected by Declarant shall be permitted;

(e) Signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to two (2) in number per Lot one (1) in the front yard and one (1) in the back yard, and (iii) of a size not in excess of two (2) square feet in size; and

(f) Political signs not in excess of six (6) square feet in size may be erected on Lots (but not within Common Properties) for a period of ninety (90) days prior to the applicable election until the date fifteen (15) days after the applicable election.

Declarant, any homebuilder, or their agents, shall have the right, without notice, 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.

2.16 Utilities. Each residence situated on a Lot shall be connected to the public water lines and sewage systems. Portable toilets will be allowed during building construction only. The use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except on portable gas grills) is prohibited, with the exception that propane tanks buried underground are allowed. Except as to street lighting (if any) all utility service facilities (including, but not limited to, water, gas, electricity and telephone) shall be buried underground (except meters, transformers, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities). Electric utility transformers may be installed only in locations designated on the Plat for such purpose or otherwise approved in writing by the Architectural Control Committee, and all improvements on a Lot on which an electric transformer pad easement is located as shown on the Plat must be installed in compliance with all electric company guidelines for separations from pad-mounted transformers.

2.17 Temporary Structures. Subject to Section 2.29 hereof, no temporary structures of any kind including, but not limited to trailers, tents, shacks and barns shall be erected or placed upon any Lot without the prior written consent of the Architectural Control Committee.

2.18 Vehicles. All automobiles, trucks, motorcycles, boats, boat trailers, mobile homes, motor homes, camp mobiles, campers, motorized vehicles or trailers shall not be parked on any street for a period in excess of seventy-two (72) hours, with the exception of vehicles used in connection with building construction (referred to collectively as "vehicles" and singularly as "vehicle"). Trucks with tonnage in excess of two (2) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight within the Subdivision, including on any public street, or on any Lot or driveway. No vehicle of any size which transports flammable, explosive or noxious cargo may be parked or stored within the Property at any time. On-street parking is restricted to deliveries, pick-up or short time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted from time to time by the Board. No owner shall permit the accumulation of junk cars, junk vehicles, scrap metal, farm

equipment, metal or any substance on any part of the Property that could or would constitute a nuisance to the surrounding Lot Owners.

2.19 Garbage/Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discharged appliances and furniture. No odors shall be permitted to arise therefrom so as to render a Lot unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. All garbage shall be kept in City-approved containers. All garbage containers shall be placed where designated by the City on the day of collection, and the containers shall be removed from such location within 24 hours after collection and be placed out of view from adjacent streets. If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding six (6) inches in height, Declarant shall have the authority and right, and after Declarant no longer owns a Lot, the Association shall have the right, to go onto such Lot, or direct a third (3rd) party service to go onto such Lot, for the purpose of mowing and cleaning such Lot and shall have the authority and right to assess and collect from the Owner of such Lot the reasonable costs incurred in connection with such mowing or cleaning.

2.20 Offensive Activities; Pets. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets are permitted, provided that they are not kept, bred or maintained for commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year or older. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the Property cows, horses, bees, hogs, sheep, goats, guinea fowl, chickens, turkeys, skunks or any other animals that may interfere with the quiet peace, health and safety of the community. Pets must be restrained or confined within the house or in a secure fence area which is designed and built with materials as required herein which are approved in writing by the Architectural Control Committee. All animals must be properly registered and tagged for identification in accordance with local ordinances.

2.21 Antennas and Aerials. No radio, television, aerial wires, or other antennas shall be maintained on the outside of any building nor shall any free standing antenna of any style be permitted, unless otherwise approved in writing by the Architectural Control Committee. All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. One (1) satellite dish over twenty (20) inches in diameter shall be permitted only if it is screened in a manner approved by the Architectural Control Committee and it is not visible from the street facing the residence and is no higher than the originally constructed roof line. No more than two (2) satellite dishes per Lot under twenty (20) inches in diameter (digital satellite receiver) shall be permitted so long as they are not visible from street facing the residence.

2.22 Landscaping, Lawns, Irrigation and Retaining Walls.

(a) Weather permitting, landscaping of a Lot must be completed within sixty (60) days after the date on which the residence thereto is ninety-five percent (95%) complete. Minimum landscaping requirements for each Lot shall include grass (and/or similarly approved ground covering) for the front and side yards. The entire front of each residence shall be landscaped with a minimum of one (1) tree, having at least a three (3) inch caliper, and shrubs and plants in a manner consistent with other similar quality homes in Tarrant County, Texas.

(b) Grass and other landscaping shall be maintained by each Lot Owner in a neat and attractive manner and in accordance with such requirements as the Architectural Control Committee may specify in writing to the Owners from time to time.

(c) Retaining walls may be installed to achieve even grades for pools, driveways or house foundations or to prevent storm water drainage to flow onto other Lots as required by Section 2.10(a) hereof. All retaining walls must be constructed of such materials and height, and in a manner and location, approved in writing by the Architectural Control Committee. Landscape quality rock or stone shall be permitted. No railroad ties shall be permitted. No concrete retaining walls shall be permitted.

(d) Each Owner of an affected Lot shall be responsible for the maintenance and repair of the portion of any retaining wall adjacent to, or located on, such Owner's Lot.

(e) When a retaining wall is deemed necessary along a mutual property line, the high-side Owner shall be responsible for constructing and paying for such retaining wall, unless the need for such retaining wall is attributable to the conduct of the low-side Owner, for instance, when the low-side Owner lowers the elevation of the Lot to install a rear driveway.

2.23 Exterior Lighting. Upon being given notice by the Architectural Control Committee that any exterior lighting is objectionable, as determined by the Architectural Control Committee in its sole and exclusive discretion, the Owner of the Lot on which same is located shall immediately remove any such lighting or shield the same in such a way that it is no longer objectionable to the Architectural Control Committee.

2.24 Gazebos, Greenhouses and Out-Buildings.

(a) Except for children's playhouses (which shall have a maximum peak roof line of twelve (12) feet), dog houses, gazebos, pool pavilions, trellises, greenhouses and treehouses which have been approved in writing by the Architectural Control Committee, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property. The design, materials and location for all gazebos and patio covers will be subject to approval of the Architectural Control Committee and such structures shall be constantly maintained by the Owner thereof in first-class condition.

(b) Out-buildings shall be constructed only of new materials, and shall not be utilized as dwelling units. Exteriors, including the roof shall be constructed of the same materials as the residence and must be approved in writing by the Architectural Control Committee. All Out-Buildings shall not be less than 65% masonry unless otherwise approved in writing by the Architectural Control Committee. Out-Buildings shall be of a permanent type built on concrete slab or other Architectural Control Committee approved foundation and shall not be greater than twelve (12) feet in height or exceed one story. Extensions or additions to the main dwelling and swimming pool cabanas are subject to individual review and approval by the Architectural Control Committee in its sole discretion, which structures may be denied.

2.25 Pools and Pool Equipment. Above-ground pools are expressly prohibited. All pool service equipment shall be either screened with shrubbery or fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard adjacent to the dwelling, and shall not be visible from any residential street.

2.26 Mail Boxes. Curb-side mail boxes are required unless the U.S. Postmaster requires "cluster" boxes. Curb-side mail boxes shall be of brick or stone construction, using the same brick or stone as that used on the home.

2.27 Exterior Maintenance. Each Owner shall maintain the exterior appearance of the improvements on such Owner's Lot, shall keep all landscaping and sprinkler systems on such Owner's Lot in a neat, orderly and well-maintained condition and shall keep the sidewalk, if any, on such Owner's Lot in good condition and repair.

2.28 Certain Declarant Uses. Notwithstanding anything herein to the contrary, Declarant and any homebuilder(s) authorized by Declarant may conduct their sales and marketing programs for the Property from any permanent or temporary sales buildings or trailers, and may conduct improvement work and activities on portions of the Property owned by them and do all things reasonably necessary or convenient as required to expeditiously commence, continue and complete such improvement work, including, but not limited to, the provision of temporary buildings (including, without limitation, trailers), temporary storage of construction materials and equipment and the installation of temporary signage of such types, in such sizes and at such locations on portions of the Property owned by them as they deem appropriate, and in the case of homebuilders, subject to the approval of Declarant.

2.29 Construction Standards.

(a) Any builder constructing improvements on any Lot shall conduct such builder's construction operations and activities and do all things reasonably necessary as required to expeditiously commence, continue and diligently complete construction of any such improvements. All construction activities, temporary structures, storage of materials and equipment, construction-related parking and temporary security fences shall be confined entirely on such Lot. Each Owner is responsible for, and shall cause, through appropriate contractual provisions, all costs of cleaning up any debris or waste improperly disposed of anywhere on the Property. Each Owner and such Owner's contractors shall use reasonable diligence to maintain an attractive, clean, nuisance-free environment during the period of construction. Each Owner of a Lot on which improvements are being constructed shall keep all streets reasonably cleared of mud and dirt left by construction vehicles for each Lot. Once commenced, all construction on a Lot shall be continued with due diligence and good faith until completion.

(b) Prior to commencement of construction of improvements on a Lot in excess of Five Thousand Dollars (\$5,000.00), subsequent to the initial construction of the residence and related improvements and expressly excluding the builder of the initial residence, the Owner of such Lot (unless the Owner is the builder of the initial residence and therefore not responsible for any deposit contained within this Section 2.29(b)) shall deposit with the Association the amount of \$500.00 to secure the obligation of the Owner to keep the Lot clean and free of debris and to repair any damage caused to Common Properties during the construction upon such Owner's Lot. The deposit shall not accrue any interest. In the event that the Owner fails to keep the Lot clean and free of debris or the Owner or its contractor damages any Common Properties during construction, then the Association shall have the right to clean such Lot (and a portion of the Subdivision, if necessary) and/or repair such damage and deduct the cost therefore from the deposit. In such case, the Owner shall deposit additional funds to restore the balance to \$500.00 within three (3) days after demand from the Association. If the Owner does not deposit the additional funds such obligation may be enforced by the Association under the assessment provisions hereof. The remainder of the deposit shall be refunded to Owner upon completion of construction on the Lot and confirmation that no cleaning or repair is required due to the construction on the Lot.

2.30 Repairs, Replacements and Modifications. The provisions of this Article shall apply to any and all repairs, replacements or modifications of any improvements placed upon any Lot and shall not be deemed or construed as being limited to initial or new construction.

2.31 Mining and Drilling. No oil drilling, oil development operation, oil refining, pooling arrangements, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property other than areas, if any, designated on the Plat by the developer. 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.

2.32 Air-Conditioning and Meters. No air-conditioning apparatus shall be installed on the window of a house or on the ground in front of a residence. No gas or electric meter shall be set nearer the street than the front or side of a dwelling house unless the meter is of an underground type.

2.33 Business Activity. No Lot or improvement thereon shall be used for a business, professional, commercial or manufacturing purpose of any kind. No business activity shall be conducted on the Property that is not consistent and compatible with single family residential purposes. Nothing in this Section shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this Section shall prohibit an Owner's use of a residence for quiet, inoffensive, non-intrusive activities (such as tutoring, art and music lessons and/or professional counseling) so long as no signage advertising such service is displayed on the Property and such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' peaceful use and enjoyment of their residences and yards.

2.34 Outdoor Cooking, Burning and Open Fires. Except within fireplaces in the main residential dwelling and proper equipment for outdoor cooking, no burning of anything or open fires shall be permitted anywhere on the Property. Notwithstanding the foregoing, outdoor fireplaces are permitted if the same comply with the City codes.

2.35 Clothes Lines and Drying Racks. Outdoor clothes lines and drying racks are prohibited.

2.36 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot; provided, exterior stereo speakers may be allowed in the back yards of Lots upon the prior written approval of the Architectural Control Committee as to the type, location and other specifications of such speakers. Notwithstanding anything contained within this Section 2.36, no noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to its occupants.

2.37 Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide for the construction of improvements or to remove dead or unsightly trees.

2.38 Chimney Flues. Chimney stacks on front and side exterior walls that are visible from the street shall be enclosed one hundred percent (100%) in brick or masonry of the same

type as the main dwelling structure, or cement fiber board (by way of example, and without limitation, Hardie Board).

2.39 Windows. Window jambs and mullions on all residences shall be of anodized aluminum, wood materials, or acceptable vinyl material.

2.40 Basketball Equipment. No basketball goals, backboards and nets shall be located closer to the street than the front building line of the house on such Lot, so that the equipment shall not be visible from the street in front of the house.

2.41 Holiday Decorations. Holiday or seasonal decorations and lighting (i) may only be displayed on a Lot in a reasonable manner, (ii) may be placed on a Lot no earlier than thirty (30) days before a holiday for which Owners commonly decorate outside the home, and (iii) must be removed ten (10) days after such holiday.

2.42 Erosion Control. During construction of improvements and prior to landscaping, reasonable measures must be taken to prevent excessive erosion of lots, causing silt to be deposited in the streets and in the storm drainage system. Protection can be by retaining walls, berms, hay bales or other means suitable for each individual Lot. The Lot Owner shall be responsible for removing excessive silt accumulations from the street.

2.43 No Duplication. No houses located directly adjacent to or directly across the street from one another shall have the substantially similar exterior.

2.44 Obligation to Improve Property, Right of First Refusal and Waiver.

(a) If any Owner of a Lot does not, within twelve (12) months after acquisition of title to such Lot begin (and thereafter continue to completion) substantial and meaningful construction of a residence upon said Lot (which residence shall comply with all provisions of this Declaration), the Declarant conveying such Lot or its assignee ("Optionor"), shall have an option to repurchase said Lot for a purchase price ("Option Price") equal to the purchase price paid by such Owner ("Optionee") for said Lot. The 12-month period runs from the date of the initial sale to an Owner from the Declarant, and any subsequent Owner of the subject Lot must begin construction within such original 12-month period, without extension. This option to repurchase must be exercised in writing within twelve (12) months after the expiration of the above-referenced 12-month period. Closing of the repurchase shall take place within ninety (90) days after the exercise of the option to repurchase by Optionor and shall be held at the office of Optionor or at the office of the title company selected by Optionor. At the closing, Optionee shall convey title to said Lot to Optionee, its successors and assigns pursuant to a general warranty deed in exchange for the Option Price. For the purposes hereof, "substantial and meaningful construction" shall mean the commencement of laying the foundation of the residence. The obligations of the Owners under this Section 2.44 hereof shall be enforceable by Declarant by specific performance hereof, and such Owners shall be responsible for any and all court costs and attorney's fees incurred by Declarant to so enforce this provision.

(b) The provisions of Section 2.44(a) above may be waived or modified by Declarant as to any Lot purchased by an Owner from such Declarant. In addition, Declarant shall have the right in its discretion from time to time to grant extensions of the said twelve (12) month period by written notice of such extension given to any Owner affected thereby.

2.45 Construction Completion. With reasonable diligence and in all events within nine (9) months from the commencement of substantial and meaningful construction, unless

completion is prevented by war, labor strike or an act of God, any residential dwelling commenced on any Lot shall be completed as to its exterior, and all temporary structures shall be removed. Out-buildings shall be completed within three (3) months after commencement of construction.

2.46 Building Permits. The Building Inspector of the City of Fort Worth, Texas, or other municipal authority, is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the Property, if such improvements do not conform to and comply with the restrictions set out herein.

2.47 Reconstruction Completion Time. In the event that a residence is partially or totally damaged by fire or other causes, construction or reconstruction of the damaged residence, or portion thereof, must commence within one hundred twenty (120) days after the occurrence causing the damage. No construction or reconstruction shall commence until plans and specifications have been submitted to the Committee and subsequently approved in writing.

2.48 General Maintenance. Following occupancy of the residence on any Lot, each Owner shall maintain and care for the residence, all improvements, and all trees, foliage, plants, and lawn areas on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area. Such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components; (ii) the regular painting of all exterior surfaces and fencing (fencing to be painted with paint and/or stain approved by the Architectural Control Committee); (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas, fences and other exterior portions of the residence to maintain an attractive appearance; (iv) regular mowing and edging of lawn and grass areas; and (v) drainage easements, the maintenance of which drainage easements specifically includes, without limitation, the regular mowing and edging of grass areas within all drainage easements. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, but only if such non-compliance continues ten (10) days after written notice to such Owner, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten (10) days after presentment of such statement.

ARTICLE III EASEMENTS AND COMMON PROPERTIES

3.01 Title to the Common Properties. The Association will hold record fee simple title or an easement interest in and to all Common Properties, and all portions of the Property which are not within any of the Lots as shown on the Plat, all of which have been or will be dedicated to the Association as shown on, and pursuant to, the Plat, subject to the easements set forth in the Plat and herein. Declarant or the Association shall have the right to execute any open space declarations applicable to the Common Properties owned by, or dedicated to, the Association which may be permitted by law in order to reduce property taxes.

3.02 Responsibilities of the Association for Maintenance of the Common Properties. Subject to Article I(u) and Section 2.48 hereof and any other provisions hereof to the contrary, the Association has and shall have the sole responsibility to maintain the Common Properties

(as defined in Article I(l)), and for future improvements and Common Properties for the benefit of the Subdivision which are or may become necessary or desirable in the future on any Common Properties. The Association shall have the right, at the Board's election, to maintain, repair and/or improve the Public Open Space. The Association's costs of maintaining the Common Properties, and, if applicable, the Public Open Space, will be collected from the Owners through Assessments as provided in Article V hereof. The Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Properties.

3.03 Utility Easements. Declarant and providers of utility services to the Subdivision shall have, and are hereby granted easements for installation, maintenance, repair, removal and operation of utilities and drainage facilities on, under and across the Easement Areas and for the removal of any obstruction that may be placed in such Easement Areas that would constitute interference with the use of any such easement, or with the use, maintenance, operation or installation of any such utility. The City or the utility company exercising such easement rights shall promptly repair any damage to landscaping, sprinkler systems or other improvements resulting therefrom; provided, however, neither the City nor any utility company shall have any obligation to repair any improvements installed in any Easement Areas.

3.04 Association's Easement for Maintenance. The Association shall have a maintenance easement on all Lots to the extent reasonably necessary for the purpose of maintaining the Common Properties and for the removal of any obstruction that may be placed on such Easement Areas that would constitute interference with the Association's use of any such easement.

3.05 Maintenance Reserve Fund. In order to provide for extraordinary and unanticipated items regarding the maintenance obligations contained herein, the Association may establish a maintenance reserve fund for the maintenance of the Common Properties, Public Open Space, if applicable, and Easement Areas in an amount the Board shall, in its sole and absolute discretion, determine to be sufficient.

3.06 Other Easements. Declarant and the Association shall have an easement and full right of ingress and egress at all times over and upon the Property for the exercise of any and all rights and functions set out in this Declaration. Any such entry by Declarant or the Association upon a Lot shall be made with as minimum inconvenience to the affected Owner as practical.

3.07 City Access. With respect to streets, easements and rights-of-way within the Property, the City of Fort Worth and all other government agencies and authorities shall have full rights of ingress, egress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

ARTICLE IV

PURPOSE, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.01 Purpose of the Association. The Association shall have and exercise the rights, and shall perform the functions of, the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration.

4.02 Membership. Every Owner (including Declarant) shall automatically be and must remain a Member of the Association so long as such Person is an Owner. The membership of

a Person in the Association shall terminate automatically whenever such Person ceases to be an Owner, except that such termination shall not release or relieve such Person from any liability or obligation arising under this Declaration during such Person's period of ownership. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner of such Lot.

4.03 Member in Good Standing. A Member shall be considered to be a "Member in Good Standing" (herein so called) and eligible to vote on Association related matters if such Member:

(a) Has, at least ten (10) days prior to the taking of any vote by the Association, fully paid all Assessments or other charges levied by the Association, as such Assessments or charges are provided for hereunder;

(b) Does not have a Notice of Unpaid Assessments filed by the Association against the Lot owned by such Owner; and

(c) Has discharged all other obligations to the Association as may be required of Members hereunder or under the Association Documents.

The Board shall have the right and authority, in the Board's sole and absolute discretion, to waive the ten (10) day prior payment requirement in Section 4.03(a) hereof and require only that such payment be made at any time before such vote is taken if the Board shall determine, in the Board's sole and exclusive judgment, that extenuating circumstances exist which have prevented prior payment. Any Member not conforming with the provisions of this Section 4.03 shall be declared by the Board not to be a Member in Good Standing and any such Member shall not be entitled to vote on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

4.04 Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) CLASS A: "Class A Members" (herein so called) shall be all Members other than Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If any Lot is owned by more than one (1) Owner, the number of votes attributable to such Lot still shall be one (1), and such one (1) vote may be cast only if all of the Owners owning such Lot, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Lot. Any Owner who is not an individual must designate, upon request of the Board, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in writing to the Board.

(b) CLASS B: The sole "Class B Member" (herein so called) shall be Declarant. The Class B Member shall be entitled to eighty (80) votes for each Lot which it owns. The Class B membership shall cease at such time as Declarant and Declarant's affiliates no longer own a Lot within the Subdivision.

4.05 Quorum, Notice and Voting Requirements.

(a) Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members or the Owners shall require the majority vote of

the Members in Good Standing (both classes voting together), represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, at which a "Regular Quorum" or a "Special Quorum" is present. Written notice of a meeting must be given to all Members not less than ten (10) days nor more than thirty (30) days in advance of any such meeting and shall set forth the purpose(s) of such meeting. No action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by applicable law and in the Association Documents from time to time, any action may be taken by written consent of the Members in lieu of formal meetings.

(b) The quorum (a "Special Quorum") required for any action referred to in Section 5.05(b) (maximum increase in Regular Assessments) hereof or Section 5.05(d) (Special Purpose Assessments) hereof or for the approval of any Common Services shall be as follows:

Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast sixty percent (60%) of all of the votes of Members in Good Standing (both classes of Members taken together) shall constitute a Special Quorum. If the required Special Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Special Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Special Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting shall be continued, and one (1) additional meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Special Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(c) The quorum (a "Regular Quorum") required for any action other than the action referred to in Section 4.05(b) hereof shall be as follows:

Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast thirty percent (30%) of all of the votes of Members in Good Standing (both classes of Members taken together) shall constitute a Regular Quorum. If the required Regular Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Regular Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Regular Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Regular Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Regular Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(d) As an alternative to the procedure set forth in this Section, any action may be taken without a meeting upon obtaining the assent given in writing and signed by Members in Good Standing who hold more than (i) sixty percent (60%) of the outstanding votes eligible to be cast by Members in Good Standing (both classes of Members taken together) for actions

referred to and requiring a Special Quorum as provided in Section 4.05(b) hereof, or (ii) thirty percent (30%) of the outstanding votes eligible to be cast by Members in Good Standing (both classes of Members taken together) for actions referred to and requiring a Regular Quorum as provided in Section 4.05(c) hereof.

(e) Except as set forth in this Section, the notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in the Association Documents.

ARTICLE V ASSESSMENTS

5.01 Covenants for Assessments. Each Owner, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, the following assessments (collectively, the "Assessments"):

- (a) Regular Assessments as provided in Section 5.02 hereof;
- (b) Special Purpose Assessments as provided in Section 5.03 hereof; and
- (c) Special Member Assessments as provided in Section 5.04 hereof.

All Assessments shall remain the property of the Owner making payment of such Assessments but shall be controlled and expended by the Association on behalf of the Owners only for the specified purposes provided or approved pursuant to this Declaration. No profit, gain or other benefit is to be derived by the Association from the Assessments, but, instead, such funds shall be expended only as agent for the Owners. All services contemplated to be paid from Assessments shall be obtained by the Association on behalf of the Owners. Upon termination of the Association (and not before), all Assessments held at that time by the Association shall be allocated and returned to the Owners that paid such Assessments. No Assessments shall be levied against the Common Properties or the Lots owned by Declarant; provided, however that Declarant shall pay the amounts, if any, pursuant to Section 5.02 hereof agreed to be expressly paid by Declarant.

5.02 Regular Assessments. "Regular Assessments" (herein so called) shall be determined, assessed and expended on a calendar year basis, which shall be the fiscal year of the Association. Regular Assessments shall be used exclusively for the following purposes (collectively, the "Common Expenses"): (a) maintaining, improving and/or operating the Common Properties and, if applicable, the Public Open Space, subject to the limitations set forth in Section 6.01 hereof; (b) the payment of taxes and insurance (if any) in connection with the Common Properties and the Common Services; (c) developing and maintaining replacement and working capital reserves for the Association (including, without limitation, the maintenance reserve fund as provided for in Section 3.05 hereof); (d) providing the Common Services; (e) the payment of insurance premiums and costs as provided in Section 6.02 hereof, including, without limitation, the premiums for officers', directors' and Architectural Control Committee Members' liability insurance, and the payment of any indemnity costs or costs of other functions of the Board or the Association pursuant to this Declaration; (f) meeting and carrying out all contractual obligations of the Association, including, without limitation, the Common Services obligation; and (g) carrying out the duties of the Board and the Association

as set forth in this Declaration. Each year while this Declaration is in force, the Board shall set the amount of the Regular Assessments to be levied for the next calendar year, taking into consideration (i) the Common Expenses for the then current year, and anticipated increases in such expenses during such next calendar year, (ii) a contingency amount [not exceeding ten percent (10%) of the anticipated expenditures for such next year], (iii) amounts needed for any reserve fund as determined by the Board, and (iv) the number of Lots subject to Assessments, and (v) should any excess surplus (exclusive of amounts in any reserve fund) exist at the end of any calendar year, the Board may, but shall not be obligated to, reduce the amount required for the next year's Regular Assessments by an amount equal to such surplus. The Regular Assessments for each calendar year shall be set by the Board on or about the 1st day of November of the preceding year or as soon thereafter as such determination reasonably can be made by the Board. The "Per-Lot Regular Assessment Amount" (herein so called) shall then be determined by the Board such that the sum of the Per-Lot Regular Assessment Amounts payable for each Lot subject to Assessments equals the aggregate Regular Assessments required as set by the Board.

The Per-Lot Regular Assessment Amount shall be payable for each Lot which has been conveyed by Declarant to any third party, including, but not limited to, any Owner, builder or contractor. Regular Assessments shall commence, and the Per-Lot Regular Assessment (prorated for the remaining portion of the fiscal year of the Association) shall become payable immediately upon the conveyance (or reconveyance in the case of any Lot which is reacquired by Declarant) of any Lot by the Declarant, unless the conveyance is made to a builder for the initial construction of improvements on the Lot and subsequent resale, in which case, the Regular Assessments and any other Assessments (excluding a "builder lot takedown fee", if any, charged by the management agent to the Property, if any) hereunder shall commence and become payable such Lot on upon the earlier of (i) conveyance of such Lot by such builder to any other party, or (ii) eighteen (18) months following builder's acquisition of the Lot. Notwithstanding anything herein to the contrary, no Regular Assessments shall be payable for Lots owned by Declarant (whether now owned or hereafter acquired or reacquired).

5.03 Special Purpose Assessments. Subject to the provisions of Section 5.05(d) hereof, the Board may, from time to time, levy "Special Purpose Assessments" (herein so called) for the purpose of paying any capital improvements and other unanticipated expenses that normally would have been paid out of Regular Assessments but which were not included in that year's budget for Regular Assessments. Such Special Purpose Assessments shall be assessed on a per Lot basis in the same manner as the Regular Assessments are assessed as set forth in Section 5.02 hereof.

5.04 Special Member Assessments. The Board may levy a "Special Member Assessment" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

(a) Paying the cost of any damage or loss requiring maintenance, repairs or replacement of Common Properties, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Member's agent, employee, occupant or visitor; and/or

(b) Paying the maintenance costs, construction delay damages and Violation Fines or other amounts chargeable to any Owner as otherwise set forth herein.

5.05 Special Provisions Regarding Assessments.

(a) Until and unless otherwise determined by the Board, the annual Per-Lot Regular Assessment Amount shall be One Hundred Fifty and No/100 Dollars (\$150.00) per Lot per year;

(b) The Board may establish the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount for each Lot, provided that the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount may not be increased more than twenty-five percent (25%) above the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount for the previous year unless approved by a Special Quorum of the Members of the Association as provided in Section 4.05(b) hereof. Notwithstanding the foregoing, in the event that the Board determines that due to unusual circumstances the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount even as increased by twenty-five percent (25%) will be insufficient to enable the Association to pay the Common Expenses, then in such event, the Board shall have the right to increase the maximum annual Regular Assessment and the maximum Per-Lot Regular Assessment Amount by the amount necessary to provide sufficient funds to cover the Common Expenses without the approval of the Members as provided herein; provided, however, the Board shall only be allowed to make one (1) such increase per calendar year without obtaining approval of a Special Quorum of the Members as provided in Section 4.05(b) hereof.

(c) If any Assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge, in an amount determined by the Board to offset administrative costs of the Association resulting from such delinquency, shall be assessed against the non-paying Owner for each month, or portion thereof, that any portion of an Assessment remains unpaid. A service charge of Twenty-five and No/100 Dollars (\$25.00) or such other amount established by the Board (but in no event exceeding the maximum lawful amount) shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board, and shall in no event exceed the amounts permitted by applicable law.

(d) Any Special Purpose Assessments for the purpose of paying the cost of the construction of a capital improvement or for the provision of Common Services shall require the affirmative approval of a Special Quorum of the Members as provided in Section 4.05(b) hereof.

5.06 Due Date of Assessments. The Regular Assessments provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner; provided, however, the Board shall have the right to require payment of Regular Assessments at other intervals if the Board deems appropriate in the Board's sole and exclusive discretion [but with payment thereof not required any earlier than thirty (30) days after delivery of any such invoice therefor]. The due date of any Special Purpose Assessment or Special Member Assessment shall be fixed in the notice to the Owner or Owners providing for any such Assessment, but will not be sooner than thirty (30) days after such notice is delivered to the Owner or the Owners thereof. The initial Per-Lot Regular Assessment Amount as established by the Board shall be payable, in whole or in part (as applicable), as provided in Section 5.02 hereof, and such applicable amount shall be prorated over the remainder of the calendar year from the date of such event.

5.07 Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal obligation of the Owner or Owners of the Lot with respect to which such Assessment is made. The covenants for the payment of Assessments as provided in this Declaration touch and concern each Lot, are covenants running with the land and specifically bind the Owners and their heirs, successors, devisees, personal representatives and assigns. Except for Declarant as expressly provided herein, no Owner, for any reason, may exempt itself from liability for Assessments. In the event that any Assessment (or any part thereof) is not paid when due, the Owner or Owners of such Lot shall be obligated to pay interest on any such unpaid Assessment from such date at the Default Rate of Interest together with the charges made as authorized in Section 5.05(c) hereof and all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys' fees. The Board shall have the right to reject any partial payment of any Assessment and demand full payment thereof, or the Board may, in the Board's sole and exclusive discretion, elect to accept any such partial payment on account only, without in so doing waiving any rights established hereunder with respect to any remaining balance due. The obligation of any Owner to pay an Assessment with respect to a Lot made for any period of time that an Owner owns the Lot shall remain such Owner's personal obligation (notwithstanding any future sale or conveyance of such Owner's Lot) and shall also pass to the purchaser(s) of such Lot. However, any lien against a Lot for any unpaid Assessments shall be unaffected by any sale of such Lot and shall continue in full force and effect. In the event of a sale of a Lot, it shall be the obligation of the then Owner of such Lot to disclose to any buyer, assignee, title company designated to handle such transaction, financing entity or any other party to such sale any unpaid Assessments, such notice to be given in writing to all parties to the intended transaction at least fifteen (15) days before the date at which such transaction is to be consummated. A copy of any such notice shall be sent to the Association at the same time. A former Owner shall not be liable for Assessments due with respect to a Lot for periods after such Person no longer is the Owner of such Lot and the notice required herein has been given.

5.08 Assessment Lien and Foreclosure. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE V, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE OF INTEREST, THE CHARGES MADE AS AUTHORIZED IN SECTION 5.05(c) HEREOF, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL LIEN (THE "ASSESSMENT LIEN") AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid continuing contractual Assessment Lien shall attach to the Lots as of the date of the recording of this Declaration in the Real Property Records of Tarrant County, Texas, and such Assessment Lien shall be superior to all other liens except as provided in Section 5.10 hereof. Such Assessment Lien shall not encumber or attach to the Common Properties. The Association shall have the right to subordinate the aforesaid Assessment Lien to any other lien. The exercise of such right shall be entirely discretionary with the Board. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment Lien is subordinate as provided herein or in Section 5.10 hereof, all Lots are conveyed to, and accepted and held by, the Owner thereof subject to the Assessment Lien provided for in this Section 5.08. To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the name of the Owner of and describing the affected Lot. Such notice shall be signed by one (1) of the officers of the Association and may, at the Board's sole and exclusive discretion, be recorded in the Real Property Records of Tarrant County, Texas. Upon the timely curing of any default for which a Notice of Unpaid Assessments was filed by the

Association, the officers of the Association are hereby authorized to record an appropriate release of any recorded Notice of Unpaid Assessments, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and recording the release of the Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN UPON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS EITHER BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH OF THE TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. In addition, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. Furthermore, the Association shall have such other rights and remedies as permitted or allowed by applicable law. In any foreclosure proceeding, whether judicial or nonjudicial, or in any suit or other action against, or pertaining to, the Owner, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to buy the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same, subject to any statutory right of redemption.

5.09 Certificate. Upon request by an Owner, the Association shall furnish a certificate setting forth the unpaid Assessments owed by an Owner. Upon the written request of any Mortgagee holding a lien on a Lot, the Association shall report to any said Mortgagee any Assessments which are delinquent and unpaid at the time of the report.

5.10 Subordination of the Assessment Lien. The Assessment Lien provided for herein on a Lot shall be subordinate and inferior to the lien or liens granted by the Owner of such Lot to secure the repayment of a loan made for the purpose of providing purchase money funds for such Lot, funds used at any time to install or construct improvements on such Lot or funds used to pay ad valorem taxes on such Lot; provided, however, that such subordination shall apply only to Assessment Liens which have become due and payable prior to the foreclosure sale, whether public or private, of such Lot pursuant to the terms and conditions of any such mortgage or deed of trust lien. Such foreclosure sale shall not relieve such Lots from any Assessment Lien for Assessments thereafter becoming due.

ARTICLE VI

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.01 Powers and Duties. The affairs of the Association shall be conducted by the Board. The Board shall be selected in accordance with the Association Documents; provided that during the Declarant Control Period, Declarant may appoint, remove and replace any director or officer of the Association, notwithstanding whether such director or officer was or was not (as the case may be) elected by the Members of the Association or the Board. The Board, for the benefit of the Owners, shall provide, and shall pay for (if applicable), from Assessments, the following if and to the extent such have been or are hereafter provided by or contracted for by the Association or the Board as the Board determines in the Board's sole and exclusive discretion:

(a) Operation, care, maintenance, repair and preservation of the Common Properties, Public Open Space and Easement Areas and the furnishing and upkeep of any desired personal property for use in the Common Properties and Easement Areas, including but not limited to, the operation, maintenance and repair of all lighting systems and facilities

installed in and providing lighting for any Common Properties within the Subdivision, including without limitation, the ponds and water detention sites within the Subdivision, and the maintenance and replacement of all light bulbs used in any such lighting systems and facilities.

(b) Providing the Common Services;

(c) Taxes, insurance and utilities, if any, which pertain to the Common Properties or are otherwise provided for herein which the Board may obtain in its sole discretion;

(d) The services of a Person or Persons to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Association or by a manager designated by the Board;

(e) Legal, accounting and other professional services on behalf of the Association;

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in the Board's sole and exclusive opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration; and

(g) The collection (as a part of the Regular Assessments) and payment of any assessments owed by an Owner or the Association under any other recorded deed restrictions, if any.

The Board shall have the following additional exclusive rights, powers and duties:

(h) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

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

(j) To perform any of the Board's duties under this Declaration by contracting with third parties, to enter into other contracts, to maintain one (1) or more bank accounts and, generally, to have all the powers necessary or incidental to the operation, functions and management of the Association;

(k) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(l) To make reasonable rules and regulations for the operation and use of the Common Properties and the Common Services and to amend them from time to time;

(m) To own fee simple title, or an easement interest, in the Common Properties; and

(n) To make available to each Owner within ninety (90) days after the end of the year an annual report of the Association;

(o) To adjust the amount, collection and use of any insurance proceeds;

(p) To enforce the provisions of this Declaration and any rules made hereunder and, in the sole and exclusive discretion of the Board, to enjoin and seek damages from any Owner for violation of any such provisions or rules;

(q) To appoint members of the Architectural Control Committee as described in, and subject to the provisions of, Article VII hereof; and

(r) To perform such other duties and functions as are necessary to carry out the rights and obligations of the Board and the Association under this Declaration.

6.02 Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, Easement Areas, any improvements thereon or appurtenances thereto and the Common Services for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the Common Properties and Easement Areas and for services similar to the Common Services. Such insurance may include, but need not be limited to, the following:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;

(b) Public liability and property damage insurance on a broad form basis;

(c) Fidelity bond for all officers and employees of the Association having control over the receipt and disbursement of funds; and

(d) Officers', directors' and Architectural Control Committee members' liability insurance.

The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association remaining (after satisfactory completion of repair and replacement) shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties. If the insurance proceeds are insufficient to repair or replace any such loss or damage, the Association may levy Special Purpose Assessment(s) or Special Member Assessment(s) (if applicable) to cover any such deficiency.

6.03 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for the performance of services which the Association is obligated or authorized to obtain, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable in the Board's

sole and exclusive discretion and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

6.04 Liability Limitations. Neither Declarant nor any Member, director, officer or representative of the Association or the Board or the Architectural Control Committee shall be personally liable for the debts, obligations or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Association Documents. Declarant and such directors, officers and Architectural Control Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association, as a Common Expense of the Association, shall indemnify and hold Declarant, such directors, officers and members of the Architectural Control Committee harmless from any and all expenses, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director and each officer of the Association and each member of the Architectural Control Committee shall be indemnified and held harmless by the Association, as a Common Expense of the Association, from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reasons of having served as such director, officer or Architectural Control Committee member and against all expenses, losses and liabilities, including, but not limited to, court costs and reasonable attorneys' fees, incurred by or imposed upon such director, officer or Architectural Control Committee member in connection with any proceeding to which such Person may be a party or have become involved by reason of being such director, officer or Architectural Control Committee member at the time any such expenses, losses or liabilities are incurred subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director, officer or Architectural Control Committee member is adjudicated guilty of willful misfeasance or malfeasance, misconduct or bad faith in the performance of such Person's duties or intentional wrongful acts or any act expressly specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable; provided, however, this indemnity does cover liabilities resulting from such director's, officer's or Architectural Control Committee member's negligence. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or Architectural Control Committee member, or former director, officer or Architectural Control Committee member, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and Architectural Control Committee members', insurance on behalf of any Person who is or was a director or officer of the Association or an Architectural Control Committee member against any liability asserted against any such Person and incurred by any such Person in such capacity, or arising out of such Person's status as such.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

7.01 Architectural Control Committee.

(a) Declarant shall appoint an initial Architectural Control Committee (herein so called) to consist of not fewer than three (3) persons. Declarant shall have the sole and exclusive right to appoint, remove and replace members of the Architectural Control Committee for so long as Declarant or Declarant's affiliates own at least one (1) Lot. Thereafter, the Architectural Control Committee members shall be appointed, removed and replaced by the Board as provided herein. Members of the Architectural Control Committee shall hold their

positions until death or resignation, or until removed or their successors are appointed by Declarant so long as Declarant or Declarant's affiliates own at least one (1) Lot, and thereafter, by the Board at a duly called meeting for such purpose.

(b) For administrative convenience, Declarant shall have the right, but not the obligation, at any time and from time to time, to assign to one (1) or more builders within the Subdivision the right to perform the functions of the Architectural Control Committee set forth in this Declaration in connection with, and for the limited scope of, the review of Plans for construction of new residences on Lots purchased by such builder or builders. In connection with their exercise of the duties and functioning as a review committee, such parties shall be bound by and shall have the same rights and restrictions as are applicable to the Architectural Control Committee as set forth in this Declaration.

7.02 Purpose of the Architectural Control Committee. A function of the Architectural Control Committee is to review and approve or disapprove Plans for improvements proposed to be constructed or modified on Lots and otherwise perform the duties set forth in this Declaration. NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED OR PERMITTED TO REMAIN ON A LOT UNTIL PLANS, IN SUCH FORM AND DETAIL AS THE ARCHITECTURAL CONTROL COMMITTEE MAY DEEM NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE AND APPROVED BY IT IN WRITING. The vote of a majority of the members of the Architectural Control Committee shall be considered as the act of the Architectural Control Committee. The process of reviewing and approving Plans and specifications is one which of necessity requires that the Architectural Control Committee is called upon from time to time to make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration. The Architectural Control Committee is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration in such manner and with such results as the Architectural Control Committee, in its sole and exclusive discretion, may deem appropriate, and in the absence of final adjudication by a court of competent jurisdiction that the Architectural Control Committee has abused its discretion, such action by the Architectural Control Committee shall be final and conclusive. Unless expressly stated otherwise herein, the Architectural Control Committee shall have the right to grant variances from the requirements of this Declaration as it, in its sole and exclusive judgment, deems appropriate. The Architectural Control Committee shall have the sole and exclusive discretion to determine whether Plans submitted to it for approval are acceptable, and the Architectural Control Committee or Declarant shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans that have not been approved in writing by the Architectural Control Committee.

7.03 Plans.

(a) The Architectural Control Committee shall have the right to disapprove any submitted Plans that are not in compliance with this Declaration, if they are incomplete or if the Architectural Control Committee determines that such Plans are not consistent with this Declaration. The Architectural Control Committee may base its approval or disapproval on, among other things, color, materials, exterior elevations and whether or not such improvements otherwise comply with the provisions of this Declaration.

(b) The Architectural Control Committee shall be available on a reasonable basis to meet with an Owner or such Owner's representatives to discuss and answer questions concerning proposed improvements and their compliance with this Declaration.

(c) An Owner desiring to construct or install any improvements on such Owner's Lot must submit Plans (herein so called) to the Architectural Control Committee, in duplicate, for such improvements that contain sufficient detail and information to show the following:

(i) the general plan for the residence showing exterior shape, elevations, height, exterior materials, window locations and roofing of all exterior surfaces.

(ii) cover matters specifically requiring Architectural Control Committee approval as provided in this Declaration; and

(iii) such other information as may be required by the Architectural Control Committee.

Provided, however, that notwithstanding anything contained herein to the apparent contrary, once a specific floor plan, elevation, color or material has been submitted and approved by the Architectural Control Committee, an Owner may use the identical floor plan, elevation, color or material again without again submitting same for approval by the Architectural Control Committee.

(d) Approval of the Plans shall be based upon a determination by the Architectural Control Committee as to whether or not in its judgment, such Plans adequately meet the requirements created by this Declaration. Approval of any Plans with regard to certain improvements shall not be deemed a waiver of the Architectural Control Committee's right, in its sole and exclusive discretion, to disapprove similar Plans, or any of the features or elements included therein, for any other improvements or to refrain from granting similar variances.

(e) If any submission of Plans is not complete or does not include all data required by this Declaration, the Architectural Control Committee, within fourteen (14) days after such submission, shall notify the Owner of such deficiencies, and such Plans shall not be considered to have been submitted until such deficiencies have been corrected. At such time as the Plans meet the approval of the Architectural Control Committee, one (1) set of Plans will be retained by the Architectural Control Committee and the other set of Plans will be marked "Approved" and returned to the Owner or such Owner's designated representative, accompanied by a statement of complete approval or approval based on certain conditions. If the Plans are found not to be in compliance with this Declaration, one (1) set of such Plans shall be returned marked "Disapproved", accompanied by a statement of the items found not to comply with this Declaration or not to be acceptable to the Architectural Control Committee. Any modification or change to the approved Plans must again be submitted to the Architectural Control Committee for its inspection, review and approval. Should the Architectural Control Committee fail to approve or disapprove any Plans, properly presented by an Owner as provided above, within fourteen (14) days after submittal thereof to the Architectural Control Committee in a form and fully complete as required by the Architectural Control Committee, it shall be presumed that the Architectural Control Committee has approved such properly submitted Plans, unless prior to the end of the fourteen (14) day period, the Architectural Control Committee shall have notified the Owner submitting such Plans in writing that an additional time period, not to exceed fifteen (15) days, is needed for further inspection and review, after which such additional period it shall be presumed that approval has been given absent specific disapproval in writing having been given by the Architectural Control Committee during such additional review period.

(f) An Owner may prepare detailed plans and specifications that do not vary from or modify the Plans that have been approved by the Architectural Control Committee. Improvements may be constructed or installed on a Lot only in conformance with such approved Plans. If work is not commenced within six (6) months from the date of Architectural Control Committee approval of the Plans, then the approval given by the Architectural Control Committee pursuant to this Article shall be deemed revoked by the Architectural Control Committee, unless the Architectural Control Committee extends in writing the time for commencing such work.

(g) Upon submission of a written narrative request for same, the Architectural Control Committee may, from time to time, in its sole and exclusive discretion, permit Owners to construct, erect or install improvements which are in variance from this Declaration. In any case, however, such variances shall be in basic conformity with and shall blend effectively with, the general architectural style and design of the Subdivision. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests. The grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce this Declaration against any other Owner or against the same Owner for any other matter. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Architectural Control Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. The failure of the Architectural Control Committee to act on a variance request within any particular period of time shall not constitute the granting or approval of any such variance request. Notwithstanding the foregoing, the Architectural Control Committee may, at its discretion, approve construction of a structure lacking not more than ten percent (10%) of the minimum square footage required by Section 2.06 above.

(h) The Architectural Control Committee may from time to time publish, promulgate and amend architectural standards' bulletins.

7.04 Inspections. The Architectural Control Committee, or its designees, shall have the right during reasonable business hours to enter upon and inspect any Lot or improvements then under construction to determine whether or not the Plans therefor have been approved by the Architectural Control Committee. If the Architectural Control Committee shall determine that such Plans have not been approved or that the Plans which have been so approved are not being substantially complied with, the Architectural Control Committee may, in its sole and exclusive discretion, give the Owner of such Lot written notice to such effect, and, thereafter, the Declarant or the Architectural Control Committee, on behalf of the Association, shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with the approved Plans. If any improvements shall be altered or replaced on any Lot otherwise than in substantial conformity with the approved Plans therefor, such action shall be deemed to have been undertaken without requisite approval of the Architectural Control Committee and to be in violation of this Declaration; and the Declarant or the Architectural Control Committee, on behalf of the Association, shall be entitled to take action as permitted under this Declaration with respect thereto.

7.05 Interior Alterations. An Owner may make improvements and alterations within the interior of such Owner's residence without first obtaining Architectural Control Committee approval; provided, however, such interior improvements and interior alterations must not change the exterior appearance of any improvements, including, for example and without limitation, changes in window locations, window design or window materials.

7.06 Changes. No construction or installation of improvements on a lot that is inconsistent with, in addition to, or materially different from, any previously approved Plans shall be commenced or permitted until the Plans reflecting any and all such changes or additions have been submitted to, and approved by, the Architectural Control Committee in accordance with this Article VII; provided, however, no such approval is required for changes within the interior of any building that do not in any way change the exterior appearance.

7.07 Limitation on Liability. Declarant, the Association, the Board (or any of its members) and the Architectural Control Committee (or any of its members), shall not, individually or in combination, be liable in damages (or otherwise) to any Owner for any act or occurrence, or any failure to act, relating to this Declaration, including any claims by any Owner regarding or arising out of any subjective decisions, mistakes in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve or to disapprove any Plans submitted, or for otherwise acting in good faith in such capacities. Declarant and the Architectural Control Committee (or any of its members) shall not, individually or in combination, be liable in damages (or otherwise) in connection with any construction, design, engineering or defect associated with any improvement (or otherwise) constructed on the Property. APPROVAL OF PLANS BY THE ARCHITECTURAL CONTROL COMMITTEE DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER THAT SUCH PLANS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT SUCH OWNER'S PLANS AND SPECIFICATIONS COMPLY WITH ALL SUCH REQUIREMENTS AND PRACTICES. The Architectural Control Committee shall have the right, but never the obligation, to perform the functions set forth in this Declaration.

ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTY

8.01 Declarant's Right to Annex Adjacent Property. Declarant hereby reserves for itself and its affiliates and/or any of their respective successors and assigns the right to annex any or all such real property into the scheme of this Declaration as provided in this Article VIII. Notwithstanding anything herein or otherwise to the contrary, Declarant and/or such affiliates, successors and/or assigns shall have the exclusive unilateral right, privilege and option (but never an obligation), from time to time and at any time during the period expiring twenty (20) years from the date this Declaration is recorded in the Real Property Records of Tarrant County, Texas, to annex, and subject to the provisions of this Declaration and the jurisdiction of the Association, any additional property located adjacent to or in the immediate vicinity of the Subdivision (collectively, the "Annexed Land"), by filing in the Real Property Records of Tarrant County, Texas, a Supplemental Declaration expressly annexing any such Annexed Land. Such Supplemental Declaration shall not require the vote of the Owners, the Members of the Association, or approval by the Board or other action of the Association or any other Person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Real Property Records of Tarrant County, Texas. Declarant shall also have the unilateral right to transfer to any other Person Declarant's right, privilege and option to annex Annexed Land, provided that such transferee or assignee shall be the developer of at least a portion of the Annexed Land and shall be expressly designated by Declarant in writing to be the successor or assignee to all or any part of Declarant's rights hereunder.

8.02 Procedure for Annexation. Any such annexation shall be accomplished by the execution and filing for record by Declarant (or the other owner of the property being added or annexed, to the extent such other owner has received a written assignment from Declarant of the right to annex hereunder) of a Supplemental Declaration which must set out and provide for the following:

(i) The name of the owner of the Annexed Land being added or annexed who shall be called the "Declarant" for purposes of that Supplemental Declaration;

(ii) The legally sufficient perimeter (or recorded subdivision) description of the Annexed Land being added or annexed, separately describing (by reference to a plat or otherwise) all portions of the Annexed Land that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way and/or utility facility purposes, those portions that are to comprise Lots for construction of single-family residences and related improvements, and those portions that comprise Common Properties (if any);

(iii) A mutual grant and reservation of rights and easements of the Owners in and to the existing and annexed Common Properties (if any);

(iv) That the Annexed Land is being annexed in accordance with and subject to the provisions of this Declaration, and that the Annexed Land being annexed shall be developed, held, used, sold and conveyed in accordance with, and subject to, the provisions of this Declaration as theretofore and thereafter amended; provided however, that if any Lots or portions thereof being so annexed are to be treated differently than any of the other Lots (whether such difference is applicable to other Lots included therein or to the Lots now subject to this Declaration), the Supplemental Declaration should specify the details of such differential treatment and a general statement of the rationale and reasons for the difference in treatment, and if applicable, any other special or unique covenants, conditions, restrictions, easements or other requirements as may be applicable to all or any of the Lots or other portions of Annexed Land being annexed;

(v) That all of the provisions of this Declaration, as amended, shall apply to the Annexed Land being added or annexed with the same force and effect as if said Annexed Land were originally included in this Declaration as part of the Initial Property, with the total number of Lots increased accordingly; and

(vi) That an Assessment Lien is therein created and reserved in favor of the Association to secure collection of the Assessments as provided in this Declaration, and as provided for, authorized or contemplated in the Supplemental Declaration, and setting forth the first year Per-Lot Regular Assessment and the amount of any other then applicable Assessments (if any) for the Lots within the Annexed Land being made subject to this Declaration.

Each such "Supplemental Declaration" may contain all other provisions as the Declarant therein shall deem appropriate.

ARTICLE IX

SPECIAL PROVISIONS REGARDING THE RIGHTS OF THE CITY

9.01 Obligation of the Association. Subject to Article I(u), Section 2.48 and Section 3.02 and any other provision hereof to the contrary, the Association has and shall have the sole responsibility to maintain the Common Properties as provided herein in a condition not less than

the minimum standards required by the City. The Association's costs of maintaining the Common Properties will be collected from the Owners through Assessments as provided in Article V hereof.

9.02 Rights of the City. The Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Properties. However, in the event that:

(a) The Association dissolves and the Common Properties shall not be either (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority or utility to be devoted to purposes as nearly as practicable to the same as those to which such Common Properties were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties which the Association is obligated to maintain hereunder; then, in either such event, the City shall have the right, but not the obligation, thereafter to assume the duty of performing the Association's maintenance obligations of all such Common Properties at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of sixty (60) days after receipt by the Association, or the Association's successor or assign, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City may collect, when the same become due, the Assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Properties; and, if necessary, the City may enforce the payment of delinquent Assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, the City may levy an Assessment upon each Lot on a prorata basis for the cost of such maintenance to be provided by the Association as set forth in this Declaration, which Assessment shall constitute an Assessment Lien upon the Lot against which each Assessment is made. During any period that the City assumes the obligation to maintain and care for the Common Properties, the Association shall have no obligation or authority with respect to such maintenance and care. The right and authority of the City to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns, shall present to the City reasonable evidence of the Association's willingness and ability to resume maintenance of the Common Properties. Under no circumstances shall the City be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions relating in any manner to maintaining, improving and preserving the Common Properties.

9.03 Easement. In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City, its agents, representatives and employees, shall have the right of access, ingress and egress to and over the Common Properties for the purposes of maintaining, improving and preserving the same.

9.04 Amendment. Notwithstanding anything herein to the contrary, the provisions of this Article IX shall not be amended or deleted from this Declaration without the written consent of the City. Other provisions of this Declaration can be amended or deleted without the necessity of the consent of the City.

ARTICLE X GENERAL PROVISIONS

10.01 Binding Effect and Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, shall be binding on all Owners and shall inure to the benefit of and be enforceable by Declarant, the Association, the legal representatives thereof, and their successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, after which time this Declaration shall automatically be extended for three (3) successive periods of ten (10) years each, unless after such fifty (50) years an instrument executed and duly acknowledged by Owners owning, in the aggregate, at least seventy-five percent (75.0%) of the Lots has been recorded in the Real Property Records of Tarrant County, Texas, abolishing this Declaration.

10.02 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the sole and exclusive opinion of the Board, will best affect the general plan of development as reflected in this Declaration. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret the provisions thereof, and any determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that any such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the office of the County Clerk of Tarrant County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice versa, and the use herein of any gender shall mean any other gender when applicable. Any and all exhibits referred to herein and attached hereto are made a part hereof by reference. This Declaration shall be construed under, and in accordance with, the laws of the State of Texas.

10.03 No Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Development in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity or enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, the Association and their legal counsel and other professional advisors harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.

10.04 Amendments. Except as otherwise provided in this Section, this Declaration, or any provisions hereof, may be terminated or amended as to any portion of the Property only by a document duly executed and acknowledged by Owners holding, in the aggregate, seventy-five percent (75%) of the votes of all Members in Good Standing (both classes of Members) present at a duly called meeting at which a Regular Quorum is present. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the Secretary (herein so called) of the Association confirming the vote of the Members adopting such termination or amendment as required above and recorded in the Real Property Records of Tarrant County, Texas. Notwithstanding the above, Declarant, without the joinder of any other party, shall have the sole and absolute right to make amendments to this

Declaration, as determined by Declarant from time to time for so long as Declarant owns at least one (1) Lot, whether to change the provisions hereof, to provide for additional provisions, or to correct or clarify errors, omissions, mistakes or ambiguities contained herein. Further, notwithstanding the above, no amendments shall be made to the following provisions of this Declaration unless such have been first approved by Owners having seventy-five percent (75%) of the votes as provided above plus Declarant [for so long as Declarant owns at least one (1) Lot] evidenced by the execution of any such amendment by such Owners and Declarant (if applicable):

- (a) Changing the provisions requiring membership in the Association as provided herein;
- (b) Changing the allocation of voting rights as provided herein;
- (c) Changing the definitions of a Regular Quorum and Special Quorum as provided herein;
- (d) Changing the type of, and basis for, allocation of Assessments as provided in Article V hereof;
- (e) Changing the provisions regarding the subordination of the Assessment Lien as provided in Section 5.10 hereof;
- (f) Changing the provisions of Article IX hereof regarding rights of the City;
- (g) Changing this Section, or the provisions of Article VIII hereof.

10.05 Enforcement. Declarant, the Association and the Owners shall have the right, but not the obligation, to enforce the covenants and restrictions set out in this Declaration. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended or modified, to restrain or enjoin violations thereof, to recover damages or to seek such other relief available pursuant to applicable law. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, and Declarant, the Association and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of any other remedies at law or in equity, and the exercise by a Person of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers or remedies available to any such Person.

10.06 Special Enforcement Rights of the Association. In the event that an Owner fails to comply with the provisions of this Declaration, including but not limited to the provisions of Article I(u), Sections 2.16, 2.19, 2.22, 2.24, 2.27, 2.29 and 2.48, the Association shall have the right to give such Owner notice of such failure. If the Owner shall not have corrected such failure within fourteen (14) days after the giving of such notice, the Association shall have the right to send a second notice of failure to such Owner. If the Owner shall not have corrected such failure within seven (7) days after the giving of such second notice, the Association shall have the right, but not the obligation, to bring the Lot, and any improvements thereon, into full compliance with this Declaration. All costs and expenses incurred by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not

promptly reimburse the Association for all such costs and expenses, including a twenty percent (20%) markup to cover necessary administrative costs as appropriate for the type of work conducted, the Association shall have the right to assess the Owner for same, such assessment being a Special Member Assessment under the provisions of Section 5.04 above.

10.07 No Waiver or Obligation to Enforce. No delay or failure on the part of Declarant, the Association or any Owner to invoke any available right, power or remedy with respect to a breach of this Declaration shall be held to be a waiver by that party (or estop that party from asserting) any right, power or remedy available to such party upon the recurrence or continuance of said breach or the occurrence of a different breach. Neither Declarant, nor the Association or the Owners, shall be under any obligation to take any action to enforce the terms of this Declaration. The failure by Declarant, the Association or any Owner to enforce any provision of this Declaration shall in no event subject Declarant, the Association or any Owner to any claims, liability, cost or expense; it being the express intent of this Declaration to provide Declarant, the Association or any Owner with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Development.

10.08 Liens/Validity and Severability. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one (1) or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which such other provisions and covenants shall remain in full force and effect.

10.09 Notices. Any notice required to be given to Declarant, the Association or any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when actually delivered by hand-delivery or three (3) days after any such notice has been deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed (a) for notice to an Owner to the address of the Owner as shown on the records of the Association at the time of such mailing, and (b) for notice to Declarant or the Association to 8235 Douglas Avenue, Suite 770, Dallas, Texas 75225, or at such other address specified by Declarant or the Association from time to time.

10.10 Mortgagees. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A Mortgagee shall not be liable for Assessments made with respect to a Lot during any period in which its only interest in the Lot is that of a Mortgagee.

10.11 Approvals. No approval by Declarant, the Association or the Architectural Control Committee pursuant to the provisions hereof shall be effective unless in writing, except as otherwise expressly provided herein.

10.12 Imposition of Violation Fines. In the event that any Person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of this Declaration within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that Person a fine for any such violation (herein referred to as a "Violation Fine") not to exceed Five Hundred and No/100 Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a Person for the same violation. The Violation Fines, together with interest at the Default Rate of Interest and any costs of collection,

including, but not limited to, reasonable attorneys' fees, shall be part of any such Violation Fine. Violation Fines shall be Special Member Assessments.

10.13 Residential Construction Liability Act. Without waiving any rights under law or equity, all Owners acknowledge, covenant and agree that residential construction defect claims regarding any residence against the Declarant or any homebuilder in Texas are controlled by the Texas Residential Construction Liability Act (Tex. Prop. Code Section 27.001 et seq., as amended) which preempts the Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code Section 17.41 et seq., as amended) and any other law.

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EXECUTED as of the 25th day of May, 2007.

DECLARANT:

90 NORTH FORT WORTH LTD.,
a Texas limited partnership

By: 90 North Fort Worth GP, LLC
general partner

By: Shaul C. Baruch
Shaul C. Baruch, Manager

STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Shaul C. Baruch, Manager of 90 North Fort Worth GP, LLC, a Texas limited liability company, as general partner of 90 North Fort Worth Ltd., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company and limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 25th day of May, 2007.

Stacy Whitney
Notary Public, State of Texas

AFTER RECORDING,
PLEASE RETURN TO:

Jeffrey W. Harrison, Esq.
Andrews Barth & Harrison, PC
8235 Douglas Avenue, Suite 1120
Dallas, Texas 75225

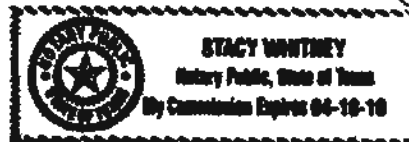


EXHIBIT "A"
PROPERTY DESCRIPTION

Phase 1:

LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE WILLIAM MCCOWAN SURVEY, ABSTRACT NO. 899, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED BY DEED TO 90 NORTH FORT WORTH, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN COUNTY CLERK'S FILING NO. 0204307925, COUNTY RECORDS, TARRANT COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" FOUND AT THE SOUTHEAST CORNER OF SAID 90 NORTH FORT WORTH, LTD. TRACT;

THENCE S 89°32'47"W, 1023.50 FEET ALONG THE SOUTHERLY LINE OF SAID 90 NORTH FORT WORTH, LTD. TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 00°25'44"W, 286.62 FEET, LEAVING SAID SOUTHERLY LINE TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE S 89°34'16"W, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 04°21'19"W, 44.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 15°08'05"W, 47.76 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 17°18'25"W, 180.79 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 15°22'10"W, 50.53 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 02°27'46"W, 49.16 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 02°27'53"E, 355.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE S 87°32'07"E, 54.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 02°27'53"E, 168.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 87°32'07"W, 709.74 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 77°52'15"W, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE 14.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°20'06", A RADIUS OF 350.00 FEET AND A LONG CHORD OF N 13°17'48"E, 14.26 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 14°27'51"E, 87.51 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET, THE BEGINNING OF A CURVE TO THE LEFT;

THENCE 75.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°19'54", A RADIUS OF 300.00 FEET AND A LONG CHORD OF N 07°17'54"E, 74.84 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET;

THENCE N 00°07'57"E, 87.49 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" SET IN THE COMMON LINE BETWEEN THE NORTHERLY LINE OF THE AFOREMENTIONED 90 NORTH FORT WORTH, LTD. TRACT AND THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED BY DEED TO CENTEX HOMES AND RECORDED IN VOLUME 17143, PAGE 32 (TRACT I, PARCEL 1), SAID COUNTY RECORDS;

THENCE S 87°32'07"E, 881.78 FEET ALONG SAID COMMON LINE TO A FENCE POST FOUND;

THENCE S 15°21'31"E, 245.98 FEET CONTINUING ALONG SAID COMMON LINE TO A FENCE POST FOUND;

THENCE S 72°27'00"E, 593.63 FEET CONTINUING ALONG SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" FOUND IN THE EASTERLY NORTHEAST CORNER OF SAID 90 NORTH FORT WORTH, LTD. TRACT;

THENCE S 08°30'42"E, 211.46 FEET ALONG THE EASTERLY LINE OF SAID 90 NORTH FORT WORTH, LTD. TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" FOUND;

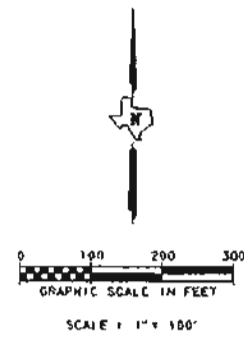
THENCE S 12°31'53"E, 405.62 FEET CONTINUING ALONG SAID EASTERLY LINE TO A 5/8 INCH IRON ROD WITH CAP STAMPED "CARTER & BURGESS" FOUND;

THENCE S 23°38'24"E, 431.02 FEET CONTINUING ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 23.031 ACRES OF LAND, MORE OR LESS.

FORT WORTH
CITY PLAN COMMISSION
CITY OF FORT WORTH, TEXAS
LAWYER: *James B. Burgess*

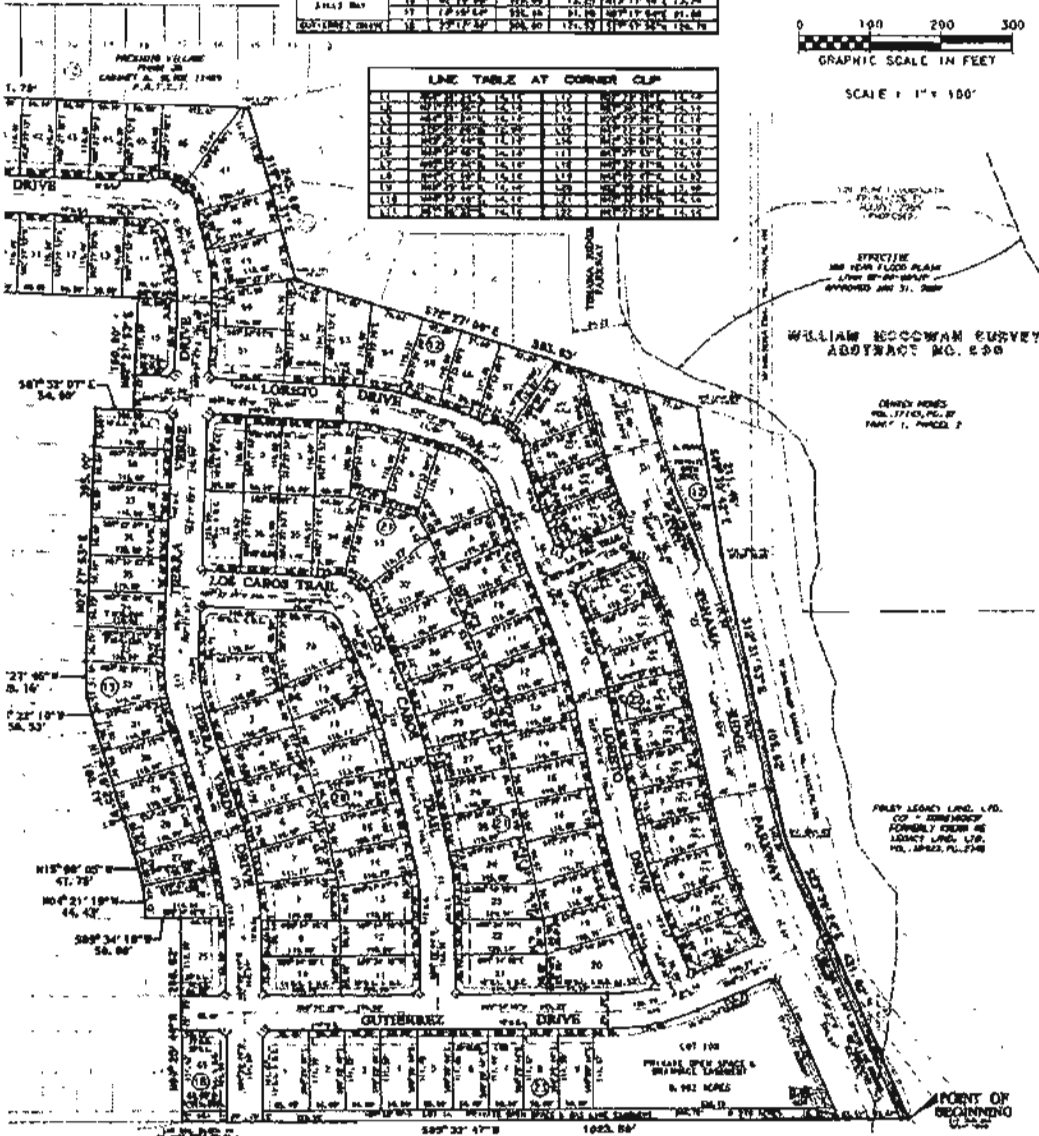
CENTERLINE STREET CURVE DATA

STREET NAME	CURVE	DELTA	RADIUS	LENGTH	LONGCHORD
TERRACE DRIVE	1	17°42'31"	666.38	182.71	167.45
	2	10°04'29"	666.38	146.77	139.53
	3	8°02'13"	666.38	81.41	80.97
LORETO DRIVE	4	17°06'27"	375.38	108.03	100.49
	5	10°04'29"	375.38	85.83	82.73
	6	8°02'13"	375.38	47.81	47.24
LOS CAROS TRAIL	7	10°04'29"	115.38	43.28	42.28
	8	10°04'29"	115.38	43.28	42.28
	9	10°04'29"	115.38	43.28	42.28
TERRACE DRIVE	10	17°06'27"	375.38	108.03	100.49
	11	10°04'29"	375.38	85.83	82.73
	12	8°02'13"	375.38	47.81	47.24
LOS CAROS TRAIL	13	10°04'29"	115.38	43.28	42.28
	14	10°04'29"	115.38	43.28	42.28
	15	10°04'29"	115.38	43.28	42.28
TERRACE DRIVE	16	17°06'27"	375.38	108.03	100.49
	17	10°04'29"	375.38	85.83	82.73
	18	8°02'13"	375.38	47.81	47.24
LOS CAROS TRAIL	19	10°04'29"	115.38	43.28	42.28
	20	10°04'29"	115.38	43.28	42.28
	21	10°04'29"	115.38	43.28	42.28



LINE TABLE AT CORNER CLIP

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1	N 17° 42' 31" E	182.71	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03
2	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77
3	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97
4	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03
5	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77
6	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97
7	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03
8	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77
9	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97
10	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03
11	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77
12	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97
13	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03
14	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77
15	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97
16	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03
17	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77
18	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97
19	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03
20	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77
21	N 8° 02' 13" E	80.97	N 17° 06' 27" E	108.03	N 10° 04' 29" E	146.77	N 8° 02' 13" E	80.97



THIS PLAT FILED IN CABINET A, SUBD. 11922, DATE 5/4/67

A FINAL PLAT OF
 LOTS 32-61 & 74X, BLOCK 12; LOTS 1-15, BLOCK 17; LOTS 65 & 66X, BLOCK 18
 LOTS 25-39, BLOCK 19; LOTS 1-20, BLOCK 20; LOTS 1-37, BLOCK 21
 LOTS 1-11, BLOCK 22; LOTS 1X, 1-9 & 10X, BLOCK 23

PRESIDIO VILLAGE SOUTH
 AN ADDITION TO THE CITY OF FORT WORTH, SITUATED IN THE WILLIAM MCCORMAN SURVEY,
 ABSTRACT NO. 999, TARRANT COUNTY, TEXAS.

DATE OF PREPARATION - SEPTEMBER 12, 1965

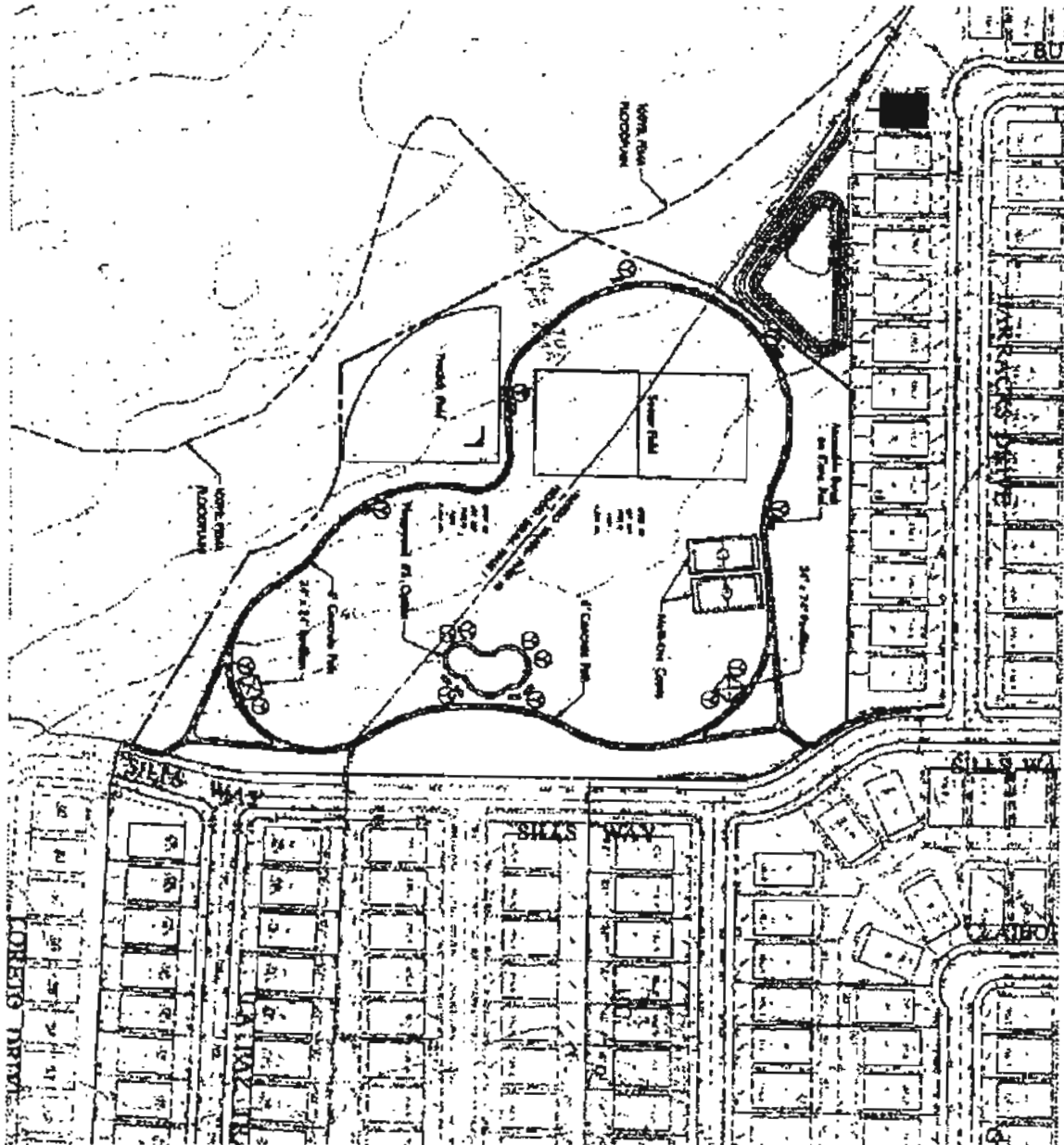
PHASE I
29.031 ACRES

Carter - Burgess
 Surveyors
 1100 W. 11th St., Suite 100
 Fort Worth, Texas 76102
 Phone: 744-1111

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 DATE: _____

EXHIBIT "A-1"
PUBLIC OPEN SPACE

This Exhibit is attached to this Declaration solely for the purpose of locating the Public Open Space within the Subdivision and depicting the general location of the Public Open Space and shall not be deemed to be a representation, warranty or agreement by Declarant or the Association as to any information contained hereon or the exact layout of the Public Open Space.



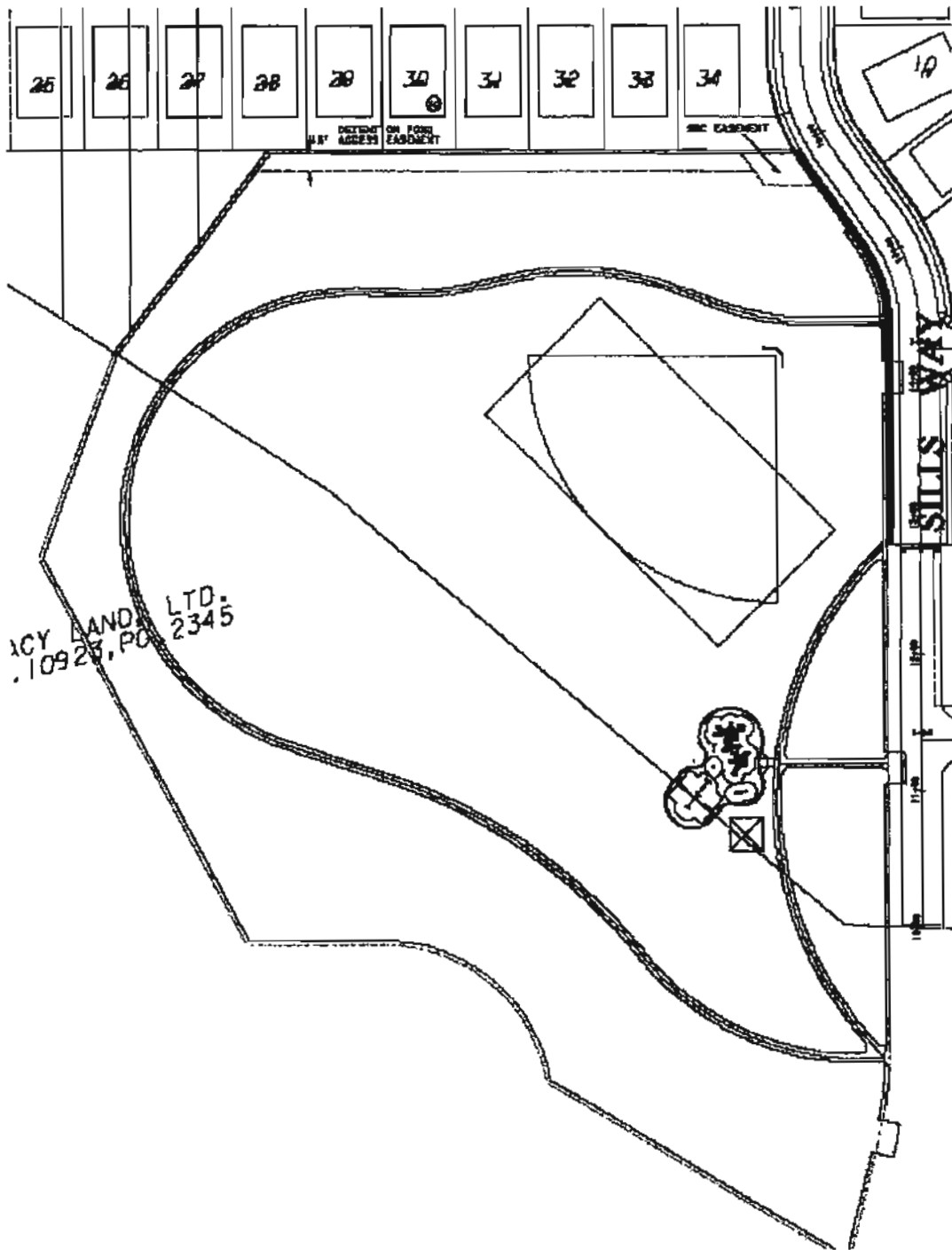


EXHIBIT "B"
CONSENT OF LIENHOLDER

The undersigned, being the beneficiary under that certain Deed of Trust, Security Agreement – Financing Statement dated July 11, 2005, executed by 90 North Fort Worth, Ltd., a Texas limited partnership, to M.V. McCarthy, Trustee, filed for record in County Clerk's File No. D205201300 of the Deed Records of Tarrant County, Texas, securing First National Bank in the payment of one note in the original principal sum of Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), as modified by that certain Modification Agreement dated March 20, 2006, executed by 90 North Fort Worth, Ltd. and First National Bank, recorded in County Clerk's File No. D206086588 of the Deed Records of Tarrant County, Texas; that certain Second Lien Deed of Trust, Security Agreement – Financing Statement dated March 16, 2006, executed by 90 North Fort Worth, Ltd. to M.V. McCarthy, Trustee, filed for record in County Clerk's File No. D206086586 of the Deed Records of Tarrant County, Texas, securing First National Bank in the payment of one note in the original principal sum of Three Million Four Hundred Ninety Four Thousand and No/100 Dollars (\$3,494,000.00); and that certain Third Lien Deed of Trust, Security Agreement – Financing Statement dated March 16, 2006, executed by 90 North Fort Worth, Ltd. to M.V. McCarthy, Trustee, filed for record in County Clerk's File No. D206086587 of the Deed Records of Tarrant County, Texas, securing First National Bank in the payment of one note in the original principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (collectively, the "Deed of Trust"), due and payable and bearing interest as therein provided, constituting a lien upon the development commonly referred to as "Reata Meadows", as more specifically described in the Deed of Trust (the "Property"), in consideration of the benefit to accrue to the Property, the undersigned does hereby consent and agree to the imposition of the Declaration of Covenants, Conditions and Restrictions for Reata Meadows, as may be amended ("Declaration"), and to the subordination of the Deed of Trust, together with any other lien or right against the Property held by the undersigned, to the foregoing Declaration.

FIRST NATIONAL BANK

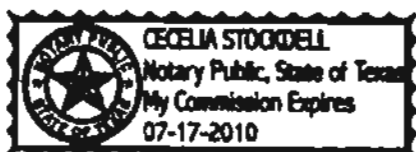
By: *Mark Hall* **MARK HALL**
Title: REGIONAL PRESIDENT
Date: JUNE 22, 2007

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 22nd day of June, 2007, by, Mark Hall, Regional President of First National Bank, on behalf of said Bank.

WITNESS my hand and official seal.



Cecelia Stoddell
Notary Public, State of Texas

Document Receipt Information

Reference Number: rmdec-62907 - Declaration of Restrictive Covenants	
Instrument Number:	D207228149
Number of Pages:	43
Recorded Date:	6/29/2007 3:21:24 PM
County:	Tarrant
Recording Fees:	\$184.00
Transfer Tax Amount:	\$0.00

Deeds/Miscellaneous

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

REATA MEADOWS HOA INC
3102 OAK LAWN AVE 202
DALLAS, TX 75219

Submitter: REATA MEADOWS HOA INC

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

Filed For Registration: 3/27/2013 9:40 AM

Instrument #: D213075865

OPR

11

PGS

\$52.00

By: _____

Mary Louise Garcia

D213075865

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.

Prepared by: DBWARD

10

**SUPPLEMENTAL DECLARATION
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR REATA MEADOWS**

[Annexation of Additional Land]

[126 proposed lots to be developed in phases]

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REATA MEADOWS (hereafter the "Supplemental Declaration") is made by Reata Meadows Homeowner's Association, Inc. ("Association"), and Jabez Development, L.P., a Texas limited partnership ("Owner") to be effective as of the date upon which this instrument is recorded in the Real Property Records of Tarrant County, Texas.

WHEREAS, 90 North Fort Worth, Ltd., a Texas limited partnership ("Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for Reata Meadows ("Declaration"), dated May 25, 2007, and recorded it in the Real Property Records of Tarrant County, Texas, under County Clerk's Document No. D207228149; and

WHEREAS, Declarant has turned over control of management to the Members of the Association; and

WHEREAS, Section 8.01 of the Declaration provides that additional real property located adjacent to or in the immediate vicinity of Reata Meadows may be annexed by Declarant into the Property covered by the Declaration but makes no provision for annexation by the Association after Declarant control has ended; and

WHEREAS, Section 8.02 of the Declaration provides the procedure to be followed in such annexation including the execution and recording of a Supplemental Declaration containing the matters provided below and further provides that the Supplemental Declaration may include additional provisions or amend the provision of the Declaration as deemed necessary or appropriate to extend the Declaration to the Additional Land; and

WHEREAS, an amendment to Section 8.01 granting to the Association all of the rights granted therein to the Declarant was approved by more than 67% of the Members of the Association at a meeting held September 27, 2012 and

WHEREAS, the Association desires to add the land described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes ("Additional Land") to the scheme of the Declaration to be governed by the terms and conditions thereof as supplemented or amended hereby; and

WHEREAS, title to Additional Land is held by Owner who also desires that the Additional Land be annexed into Reata Meadows and the scheme of the Declaration;

NOW, THEREFORE, the Association and the Owner declare that the Additional Land is and shall be annexed into Reata Meadows and be subject to the scheme of the Declaration and is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, assessments and liens set forth in the Declaration; as supplemented or amended below; provided, that Owner shall have the right and authority to change development and building standards and criteria to fit the proposed scheme of development for the Additional Land subject to approval as stated in paragraph 4 below.

1. The following recitals and/or covenants are made to satisfy the requirements of Section 8.02 of the Declaration:

(a) The name of the owner of the Additional Land is the Owner, Jabez Development, L.P., a Texas limited partnership;

(b) The legally sufficient perimeter description of the Additional Land is shown on Exhibit "A" attached hereto, incorporated herein by reference, and made a part hereof for all purposes;

(c) This Supplemental Declaration includes a mutual grant and reservation of rights and easements of the Owners in and to existing and Additional Common Properties, if any;

(d) The Additional Land is being annexed in accordance with and subject to the provisions of the Declaration, as amended hereby, and shall be developed, held, used, sold and conveyed in accordance with, and subject to the provisions of the Declaration, subject to the provisions hereof as set out below;

(e) All of the provisions of the Declaration, as amended, shall apply to the Additional Land with the same force and effect as if said Additional Land were included in the Declaration as part of the Initial Property (except as modified in accordance herewith), with the total number of Lots increased accordingly; and

(f) An Assessment Lien is created and reserved in favor of the Association to secure collection of the Assessments as provided in the Declaration and this Supplemental Declaration with the first year Per-Lot Regular Assessment being the same as has been assessed to existing Lots in Reata Meadows for such year. The Additional Land will be subject to the provisions of Article V of the Declaration, subject to paragraph 3 below.

2. The Additional Land will be developed in phases. It is currently intended that a total of 126 Lots will developed. The Owner and/or its assignor may submit a plat of portions of the Additional Land at any time and from time to time containing the number of lots intended for each such phase without the joinder or consent of any other party. A short amendment will be recorded in the Real Property Records of Tarrant County evidencing and describing each phase of the Additional Land at the time the final plat is recorded.

3. At the closing of sale of each home in the Additional Land the buyer will pay the pro rata portion of the Per-Lot Regular Assessment for the period from the closing date to the next assessment date. Assessments thereafter will be paid in accordance with the provisions of Article V of the Declaration. If a home is on the market for 60 days after completion then Owner or any successor builder ("Builder") shall commence paying Per-Lot Regular Assessments from the 61st day until the home is sold and a buyer becomes liable for the assessment. This provision amends provisions in Section 5.02 of the Declaration to the extent same are in conflict herewith.

4. Construction, improvement, and alteration of improvements on the Additional Land will be subject to Article VII of the Declaration, as amended to fit the Owner's guidelines, provided that all plans shall be approved by the Board of Directors of Reata Meadows Homeowner's Association, Inc. (the "Association") before construction begins. Approval shall be given within 30 days after submission by the Builder or approval will be deemed granted. Approval of plans and requests by the Builder with regard to design, materials, or other components of the plans will not be unreasonably denied.

5. Notwithstanding any provision contained herein or in the Declaration, Owner shall not be allowed more than 30% of the total vote of the membership of the Association. The vote shall be capped at 30% notwithstanding the number of votes to which Owner would be otherwise entitled. Any provision in the Declaration, Bylaws or other dedicatory instrument of the Association to the contrary are hereby amended.

6. No portion of the sidewalk to be put around the Additional Land will be placed on the west side of the creek.

7. All Lot Owners within the Additional Land will be Members of the Reata Meadows Homeowner's Association, Inc. and will have all rights and privileges established for the Association. The Association will be responsible for maintaining all Common Areas within the Property including the Additional Land and will also be authorized to enforce and be responsible for the enforcement of all restrictive covenants contained herein or in the Declaration.

8. The Declaration, as expressly supplemented and modified herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the 14th day of March, 2012^{3(B)}

ASSOCIATION:

REATA MEADOWS HOMEOWNER'S
ASSOCIATION, INC., a Texas nonprofit
corporation

By: Nicole Powell
Name: Nicole Powell
Title: owner

OWNER:

JABEZ DEVELOPMENT, L.P.,
a Texas limited partnership

By: BNMJR, Inc., a Texas Corporation,
its general manager

By: Bruce French
Name: Bruce French
Title: Vice President

THE STATE OF TEXAS

§

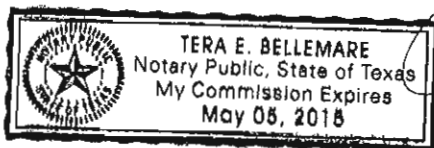
§

COUNTY OF TARRANT

§

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Powell, the President of Reata Meadows Homeowner's Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN under my hand and seal of office this 14th day of March, 2012^{3(B)}



Tera E. Bellemare
Notary Public in and for the State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared Bruce French, the Vice President of BNMJR, Inc., general partner of Jabez Development, L.P., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entities.

GIVEN under my hand and seal of office this 4 day of March, 2013.

Stacey Bell
Notary Public in and for the State of Texas



CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE

First National Bank, the mortgagee holding a current deed of trust lien on the Additional Land, does hereby consent to the execution and recordation of the foregoing Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Reata Meadows, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of said Supplemental Declaration.

EXECUTED this the 7 day of March, 2012.

By: [Signature]
Name: MARK HALL
Title: Regional President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Hall, Regional Pres of First National Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized officer of said lending institution, and as the act and deed of said institution, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of March, 2012. 2013

[Signature]
Notary Public, State of Texas

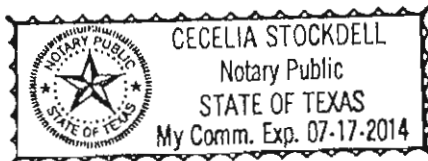


EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the William McCowen Survey, Abstract Number 999, City of Fort Worth, Tarrant County, Texas, and being a portion of that certain tract of land described by Deed with Bill of Sale to First National Bank, as recorded in County Clerk's Filing Number D210273984, County Records, Tarrant County, Texas, and all of that certain tract of land described by deed to First national Bank, as recorded in County Clerk's Filing Number D211309543, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of said First National Bank tract CC#D210273984, said point being in Harmon Road;

THENCE S 57°18'20"E, 557.76 feet to the most northerly property corner of Reata Park (City of Fort Worth) as recorded in County Clerk's Filing Number D210105034, County Records, Tarrant County, Texas;

THENCE the following bearings and distances along the westerly and southerly property lines of said Reata Park:

S 21°02'29"W, 160.93 feet;

S 28°34'08"E, 319.77 feet;

N 89°26'24"E, 101.04 feet to the beginning of a curve to the right;

170.23 feet, along the arc of said curve, through a central angle of 81°16'41", whose radius is 120.00 feet, and the long chord which bears S 49°55'17"E, 156.31 feet;

S 59°31'08"E, 256.87 feet to the most southerly property corner of said Reata Park and being in the west right-of-way line of Sills Way (a 50' right-of-way) and the beginning of a non-tangent curve to the left;

THENCE along said west right-of-way line 14.26 feet and along the arc of said curve, through a central angle of 02°20'04", whose radius is 350.00 feet, and the long chord which bears S 12°45'17"W, 14.26 feet to the southwesterly terminus of said Sills Way as shown on the plat of Presidio Village South, Phase 1, as recorded in Cabinet A, Slide 11922, Plat Records, Tarrant County, Texas;

THENCE the following bearings and distances along the southerly and westerly phase line of said Presidio Village South, Phase 1:

S 78°24'46"E, 50.00 feet;

S 88°04'38"E, 709.74 feet;

Peloton Job No. 11-FNB001

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S 01°55'22"W, 160.00 feet;

N 88°04'38"W, 54.00 feet;

S 01°55'22"W, 355.00 feet;

S 03°00'17"E, 49.16 feet;

S 15°54'41"E, 50.53 feet;

S 17°48'56"E, 180.79 feet;

S 15°40'36"E, 47.76 feet;

S 04°53'50"E, 44.43 feet;

N 89°01'45"E, 50.00 feet;

S 00°58'15"E, 286.65 feet to the south property line of said First National Bank tract CC#D210273984;

THENCE S 89°00'16"W, 917.89 feet along the south property line of said First National Bank tract CC#D210273984;

THENCE N 00°15'02"W, 115.24 feet;

THENCE N 48°49'35"W, 638.08 feet;

THENCE N 48°51'32"W, 144.21 feet;

THENCE N 00°16'21"W, 382.90 feet;

THENCE N 31°08'06"W, 129.88 feet;

THENCE N 31°08'54"W, 492.00 feet to a point in the aforementioned Harmon Road;

THENCE N 00°16'53"W, 639.38 feet in and along said Harmon Road to the POINT OF BEGINNING, and containing 1,935,136 square feet, or 44.425 acres of land more or less.

THIS LEGAL DESCRIPTION IS FOR CONTRACT PURPOSES ONLY AND SHOULD NOT BE USED FOR THE CONVEYANCE OF REAL PROPERTY.

Peloton Job No. 11-FNB001

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POINT OF BEGINNING

PRESIDIO VILLAGE
PHASE 1A
CAB. A. SLIDE 10803
P.R.T.C.T.



SCALE 1"=300'

HARMON ROAD

N00°16'53"W
639.38'

S57°18'20"E

S57°18'20"E
S21°02'29"W
160.93'

PRESIDIO VILLAGE
PHASE 1B
CAB. A. SLIDE 11489
P.R.T.C.T.

THE CITY OF FORT WORTH, TEXAS
C.R.T.C.T.

N89°26'24"E
101.04'

FIRST
NATIONAL
BANK
D211309543

44.425 ACRES
FIRST NATIONAL BANK
D210273984 C.R.T.C.T.

N48°51'32"W
144.21'

FIRST NATIONAL BANK
D210273984 C.R.T.C.T.

N48°49'35"W

N00°15'02"W
115.24'

LOT J, BLOCK B,
THE PRESIDIO
CAB. A. SLIDE 12790
P.R.T.C.T.

WILLIAM MCCOWEN SURVEY
ABSTRACT NUMBER 808

S89°00'16"W

917.89'

Della	:	81°16'41"(RT)
Length	:	170.23
Radius	:	120.00
Long Chord	:	156.31
Chord Bear	:	S49°55'17"E
Della	:	2°20'04"(LT)
Length	:	14.26
Radius	:	350.00
Long Chord	:	14.26
Chord Bear	:	S12°45'17"W

WILLIS WAY

C1

C2

S59°31'08"E
256.87'

S78°24'46"E
50.00'

S88°04'38"E
709.74'

S01°55'22"W
160.00'

N88°04'38"W
54.00'

S01°55'22"W
355.00'

S03°00'17"E
49.16'

S15°54'41"E
50.53'

S17°48'56"E
180.79'

S15°40'36"E
47.76'

S04°53'50"E
44.43'

N89°01'45"E
50.00'

S00°58'15"E
286.03'

PRESIDIO VILLAGE SOUTH
PHASE 1
CAB. A. SLIDE 11922
P.R.T.C.T.

PELTON
LAND SOLUTIONS

AN EXHIBIT SHOWING
A TRACT OF LAND
SITUATED IN THE WILLIAM MCCOWEN SURVEY, ABSTRACT NUMBER 808,
TARRANT COUNTY, TEXAS

11-FNB001 EX2

JOB # 11-FNB001

DRAWN BY: TAM

CHECKED BY: JPK

DATE: 12-28-11

PAGE # 1

4751 KROGER DR. STE. 101 MELLEN, TX 75401 (817) 427-3344

SCALE

TABLE