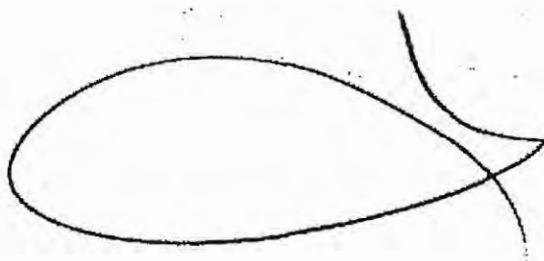


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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF COPPERGLEN

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FOR
FOR DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF COPPERGLEN

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COPPERGLEN

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPERGLEN (the "Declaration"), is made on the date hereinafter set forth by 3798 Glade Investment, Ltd., a Texas limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Tarrant, State of Texas, known as Copperglen, which is more particularly described as Block 1, Lots 1 through 18; Block 2, Lots 1 through 9; and Block 3, Lot 1 in Copperglen, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 12271 of the Plat Records of Tarrant County, Texas (the "Property"); and

WHEREAS, Declarant desires to create an exclusive residential development on the Property pursuant to the terms and provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property described hereinabove shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the above described Property or any part thereof, and their heirs, representatives, executors, administrators, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

- 1.1 ASSOCIATION. "Association" shall mean and refer to Copperglen Homeowners Association, Inc. The Association shall be a Texas non-profit corporation, governed by its bylaws (the "Bylaws") and its Certificate of Formation.
- 1.2 ASSOCIATION MAINTAINED AREA. "Association Maintained Area" shall mean that portion of the Property and personal property placed thereon or therein maintained by the Association pursuant to Paragraphs 4.2 and 8.1, including, but not necessarily limited to, the front yard of each Lot up to where the dividing wall or fence exists between Residences, that

portion of the retaining walls, masonry walls, and wrought iron fencing and all substructures related thereto located on the mutual boundary between the Project and the Heritage Oaks Subdivision for which the Association is responsible by reason of its agreement with the Colleyville Association of Heritage Oaks Homeowners, Inc., any property owned by the City of Colleyville, Texas that may be maintained by the Association, and such other areas as the Declarant or the Association may, from time to time, elect to designate as an Association Maintained Area.

- 1.3 **BOARD OF DIRECTORS.** The "Board of Directors" shall be the Board of Directors of the Association.
- 1.4 **CITY.** "City" shall mean the City of Colleyville, Texas.
- 1.5 **COMMON AREA.** "Common Area" shall mean Block 1, Lot 1; Block 2, Lot 9; Block 2, Lot 5; Block 1, Lot 12, and Block 1, Lot 18 of Copperglen, each shown as an "Open Space" on the Plat, which shall be owned by the Association for the common use and enjoyment of the Members of the Association and any improvements constructed thereon. "Common Area" shall also include Block 3, Lot 1, which is a street owned by the Association.
- 1.6 **COMMITTEE.** "Committee" shall mean the Architectural Control Committee established pursuant to the provisions of Article VII and having the powers and duties described therein and in any other applicable provision of this Declaration.
- 1.7 **EXTENDED SIDE YARD.** Each Lot upon which a Residence is constructed shall have a courtyard area (hereinafter referred to a "Lot's Extended Side Yard") which, subject to the provisions of Paragraph 2.4, shall be for the exclusive use of the Owner of such Lot. A Lot's Extended Side Yard shall consist of 7' of the side yard of such Lot, plus 3' or 7', as applicable, of the side yard of the Lot adjacent thereto (the "Adjacent Side Yard") as follows:
- (a) Lots 2 through 11 of Block 1 shall have an Extended Side Yard over the south or west line of the adjacent north or east Lots, as applicable, which Extended Side Yard shall extend past the south or west Lot line of the adjacent northern or eastern Lot, as applicable, and to the south or west exterior wall, as applicable, of the Residence situated on such adjacent Lot.
 - (b) Lots 13 through 17 of Block 1 shall have an Extended Side Yard over the north line of the adjacent southern lots, which Extended Side Yard shall extend past the north Lot line of the adjacent southern Lot and to the north exterior wall of the Residence situated on such adjacent Lot.
 - (c) Lots 2 through 4 of Block 2 and Lots 6 and 7 of Block 2 shall have an Extended Side Yard on the north line of the adjacent southern lots, which Extended Side Yard shall extend past the north Lot line of the adjacent southern Lot and to the north exterior wall of the Residence situated on such adjacent Lot.

- (d) Lots 1 and 8 of Block 2 shall have an Extended Side Yard as determined by the Committee.
- 1.8 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Lot in the development.
- 1.9 LOT. "Lot" shall mean and refer to any tract of land shown upon the Plat upon which a Residence is to be constructed.
- 1.10 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- 1.11 OWNER. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Lot which is part of the Property through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.
- 1.12 PLAT. "Plat" shall be that certain Plat of the Property recorded in Cabinet A, Slide 12271 of the Real Property Records of Tarrant County, Texas.
- 1.13 PROJECT. "Project" shall mean Copperglen.
- 1.14 RESIDENCE. "Residence" shall mean a residential dwelling for single family residential use only constructed on a Lot. As used herein, "single-family residential use" consists of use as a dwelling by one person or by two or more natural persons who are related by marriage or kinship or by not more than two (2) natural persons not related by marriage or kinship; provided however, that unrelated household servants may also reside in a Residence.

ARTICLE II PROPERTY RIGHTS

- 2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.
- a. The right of the Association to suspend a Member's voting rights and right to the use of any Common Area owned or operated by the Association, for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Prior to suspending an Owner's right to use a Common Area, the Association shall comply with all applicable notice and hearing requirements, if any, set forth in the Texas Property Code, as then amended.

- b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. Except for a transfer of Block 3, Lot 1, no such dedication or transfer shall be effective unless:
 - (i) an instrument of agreement to such dedication or transfer, signed by three-fourths (3/4) of each class of Members entitled to vote is properly recorded in the Deed Records of Tarrant County, Texas; and
 - (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days, nor more than sixty (60) days, in advance of any said action.
- c. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area, and, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder.
- d. If required by the Texas Property Code, as then amended, before the Association suspends the right to use a Common Area, files suit against an Owner other than a suit to collect an Annual or Special Assessment (as hereinafter defined), charges an Owner for property damage, or levies a fine for a violation of the restrictions or the Association's rules or bylaws, the Association shall notify the Owner by certified mail, return receipt requested, that (i) of the violation or property damage that is the basis for the suspension, charge, or fine; (ii) the amount due the Association by the Owner; (iii) of the Owner's right to cure the violation within thirty (30) days (unless the Owner was given notice and a cure period for a similar violation within the preceding six (6) months); and (iv) that the Owner may request a hearing on or before the 30th day after the Owner receives the notice, such hearing to be conducted in compliance with the applicable provisions of the Texas Property Code, as then amended, if any.
- e. The Association may collect reimbursement of attorney fees and other costs incurred related to collecting amounts, including damages, due the Association for enforcing restrictions or the bylaws or rules of the Association if the Association notifies the Owner in writing that attorneys fees and costs will be charged if the delinquency of violation continues after a date certain.

2.2 DELEGATION OF USE. Any Owner may delegate such Owner's right of enjoyment to the Common Area to members of Owner's family and such of Owner's invitees who may be accompanied by an Owner or a member of an Owner's family.

2.3 TITLE TO COMMON AREA. The Declarant hereby covenants for itself, and its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the time the first Lot is conveyed to an Owner. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. Notwithstanding anything herein to the contrary, however, Declarant shall retain the sole right to manage and control the Common Area until the earlier to occur of (i) the date that the last Lot is sold, or (ii) ten (10) years after the conveyance of the first Lot, or (iii) Declarant determines, in Declarant's sole discretion, to assign such control and management to the Association.

2.4 EASEMENT FOR LOT'S EXTENDED SIDE YARD. Each Owner shall have the exclusive right and easement of enjoyment of the Adjacent Side Yard forming a part of a Lot's Extended Side Yard; provided however, that the Owner of an Adjacent Side Yard shall be permitted access thereto for maintenance purposes upon twenty four (24) hours prior notice to the Owner of the Lot's Extended Side Yard of which the Adjacent Side Yard forms a part.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. The record Owner of a fee or of an undivided fee interest in a Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot that is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot that is a part of the Property through judicial or non-judicial foreclosure shall be a member of the Association.

3.2 VOTING RIGHTS. Class A. Class A Members shall be all Owners, with the exception of the Declarant, and one vote may be cast per Lot. When more than one Owner holds an interest in any Lot, all such Owners shall be Members. The vote for such Lot shall be exercised as they may collectively determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, which shall be entitled to four (4) votes for each Lot owned by Declarant. The Class B membership shall cease and shall be converted to Class A membership upon the first to occur of the following events:

- (a) The date the last Lot is sold; or
- (b) Ten (10) years following the conveyance of the first Lot; or

(c) Upon Declarant's determining, in Declarant's sole discretion, to cease Class B membership.

- 3.3 NO CUMULATIVE VOTING. There shall be no cumulative voting at any meeting of the Association.
- 3.4 SUSPENSION. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Declaration or is otherwise in default hereunder or under the Bylaws or rules and regulations of the Association.
- 3.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be sent to all Members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be sixty percent (60%) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

- 4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, and (2) special assessments for capital improvements, such assessments (the "Assessments") to be fixed, established and collected as hereinafter provided. The Annual and Special Assessments (as hereinafter defined), together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with any interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time when the Assessment is due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by such successors.
- 4.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners and, in particular, for the improvement and maintenance of the Property, the Common Area, the Association Maintained Area, and services and facilities relating to the use and enjoyment thereof. Assessments shall include, but are not limited to, funds to cover actual Association

costs for all taxes, insurance, repair, replacement and maintenance of the Common Area and the Association Maintained Area, as herein authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees; costs incurred in any condemnation proceeding as provided in Paragraph 11.6; any fees for management services; and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, maintaining the sprinkler system and landscaping in the Common Area, maintaining the front yard of each Lot up to the point where the dividing wall or fence exists between Residences, maintaining the gated entrances, and other charges required by this Declaration or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein

4.3 ANNUAL ASSESSMENTS.

- a. Until the cessation of the Class B membership as provided in Paragraph 3.2, the annual Assessment ("Annual Assessment") shall be determined by Declarant. Thereafter for each calendar year, the Annual Assessment shall be established by the Board of Directors of the Association
- b. The Annual Assessment payable hereunder may be adjusted from time to time by the Declarant until the cessation of the Class B membership as provided in Paragraph 3.2 and, thereafter, by the Board of Directors as the needs of the Association may, in the judgment of the Declarant or the Board of Directors, as applicable, so require.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special Assessment ("Special Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a described capital improvement upon any Common Area or the Association Maintained Area, including the necessary fixtures and personal property related thereto, provided that, after the cessation of the Class B membership, any such assessment shall have the assent of fifty-one percent (51%) of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. Declarant shall have the right, in its sole and absolute discretion, to levy a Special Assessment at any time prior to the cessation of the Class B membership as provided in Paragraph 3.2.

4.5 UNIFORM RATE OF ASSESSMENT. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots regardless of location, and shall commence and be due in accordance with the provisions of Paragraph 4.6 hereof.

4.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES:

- a. As to each Lot owned by an Owner other than the Declarant, the Annual Assessment shall commence on the date that such Lot is conveyed by Declarant to Owner.

- b. As long as Declarant is a Class B Member pursuant to Paragraph 3.2, Declarant shall not be liable for Annual Assessments as set out in this Paragraph 4.6. However, Declarant shall be responsible for the difference in the cost of maintenance borne by the Association and the Assessments received from the Lot Owners other than Declarant; provided however, that in no event shall Declarant be required to pay an amount in excess of one hundred percent (100%) of the established assessment for each Lot it owns. If Declarant is converted to a Class A Member, Declarant shall commence making regular annual and special assessments calculated on the number of Lots it owns.
- c. The Annual Assessment shall be due and payable in advance by each Owner to the Association in such monthly, quarterly, or annual installments as may be determined from time to time by the Declarant until the cessation of the Class B membership as provided in Paragraph 3.2 and, thereafter, by the Board of Directors.
- d. Except for the period during which Declarant is permitted to fix the amount of the Annual Assessment, the Association shall fix the amount of the Annual Assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year. Written notice of the Annual Assessment or any adjustment thereto shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Annual and Special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

- a. Affirmative and Independent Obligation to Pay Assessments. All payments of the Assessments shall be made to the Association at its principal place of business in Tarrant County, Texas or to the managing entity for the Project, as applicable. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner, or any other person or entity regarding any matter to which this Declaration relates or pertains.
- b. Delinquency. Any Assessment provided for in this Declaration that is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency, until paid, at the rate of ten percent (10%) per annum. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Subparagraph (c) of this Paragraph 4.7, foreclose the lien against the Lot, as provided in Subparagraph (d) of this Paragraph 4.7. There shall be added to the amount of

such Assessment a late charge in the amount of \$50.00, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include post-judgment interest and a reasonable attorney's fee, together with costs of court. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent Assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any Assessment. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Lot to secure payment of an Annual Assessment and Special Assessment that is levied pursuant to the terms hereof. Such liens may be enforced in any manner permitted by law, and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees shall be chargeable to the Owner in default.

- c. Notice of Lien. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited with the United States Postal Service, certified mail, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Tarrant County; said notice of claim must cite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.
- d. Foreclosure Sale. Any sale provided for in this Article is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust as set forth in the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed to such Owner's Lot, expressly grants to the Association a power of sale, as set forth in said Texas Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; provided however, that the Association shall not convey the Lot to anyone other than a redeeming Owner prior to the expiration of 180 days after the notice hereinafter described is sent to such Owner. Within thirty (30) days after the date of the foreclosure sale, the Association shall send the Owner, by certified mail, return receipt requested, written notice stating the time and date of the sale and informing the Owner of the Owner's redemption rights, if any, under the Texas Property Code, as then amended. Within thirty (30) days after any such notice is mailed, the Association shall record an affidavit in the Real Property Records of Tarrant County, Texas stating the date the notice was sent and a legal description of the Lot.

- e. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Two Hundred Fifty and 00/100 Dollars (\$250.00), to cover the costs of preparing and filing or recording of such release.
- f. Redemption. To redeem the Lot purchased by the Association, the Owner, within 180 days after the notice of the foreclosure sale as described in paragraph 4.7(d) is mailed, must pay the Association (i) all amounts due the Association at the time of the foreclosure sale; (ii) interest from the date of the foreclosure sale at the rate of ten percent (10%) per annum; (iii) the costs incurred by the Association in foreclosing the lien and conveying the Lot to the redeeming Owner, including reasonable attorneys fees as the same may be provided and limited by the Texas Property Code; (iv) any assessment levied against the Lot after the foreclosure sale; (v) all reasonable costs incurred by the Association, including mortgage payments and costs of repair, maintenance, and leasing of the Lot and (vi) the purchase price paid by the Association, less any amounts due the Association at the time of the foreclosure sale that were paid out of the foreclosure sale proceeds. All rent and other income, if any, collected by the Association from the date of the foreclosure sale until the date the Owner redeems the Lot shall be credited toward the amount owed by the Owner to the Association at the time of the foreclosure sale and the excess, if any, refunded to the redeeming Owner.
- g. Extension of Redemption Period. If on or before the last day of the redemption period, the Owner sends a written request to redeem to the Association by certified mail, return receipt requested, the Owner's right to redeem the Lot is extended until the tenth (10th) day after the date the Association provides written notice to the Owner of the amounts that must be paid to redeem the Lot.
- h. Expiration of Redemption Period. After the expiration of the redemption period (as may have been extended), the Association shall file an affidavit in the Real Property Records of Tarrant County, Texas stating that the Owner did not redeem the Lot during such period.
- i. Notice to Mortgagees. Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of Assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.
- j. Cumulative Remedies. The Assessment lien and the right to a foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and

remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments.

- 4.8 SUBORDINATION OF THE LIEN TO MORTGAGEE. The lien securing the Assessments provided for herein shall be subordinate to the lien of any prior recorded first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot that is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which become due prior to such sale or transfer, except for its pro-rata share resulting from a reallocation among all Lot Owners. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due.

ARTICLE V MANAGEMENT

- 5.1 MANAGEMENT AGREEMENTS. After the cessation of the Class B membership as provided in Paragraph 3.2, the Members of the Association may self-manage the Association or may, by a vote of fifty-one percent (51%) of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose, engage a management company to manage the Association. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements that may be entered into by the Association. All such management agreements shall provide that such agreement may be canceled with or without cause and without penalty by either party upon thirty (30) days' prior written notice. Such termination will be authorized by vote of fifty-one percent (51%) of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. If the Association is managed by a management company, the Members of the Association may assume self-management by the Association upon written agreement executed by the Members entitled to cast fifty-one percent (51%) of the votes of the members entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE VI INSURANCE REQUIREMENTS.

- 6.1 PROPERTY INSURANCE. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to the Common Area, Association Maintained Area, and fixtures, equipment and personal property located in or on the Common Area and Association Maintained Area and issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association as the insured. In addition, each policy or policies shall identify the interest of each Owner. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief, or such other

hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Area and any insurable Association Maintained Area and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Association, as Attorney-in-Fact, to administer such proceeds as provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee. The Board of Directors shall, upon request to each First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

- 6.2 **PUBLIC LIABILITY INSURANCE.** The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Area and the Association Maintained Area, and such policy or policies shall include, if obtainable, coverage which will preclude the insurer from denying the claim of an Owner because of negligent acts by the Association, its Board of Directors or an Owner. Such policy or policies shall be in amounts as may be determined from time to time by the Board of Directors for property damage, personal injury and such other coverage as is customarily deemed necessary with respect to projects similar in nature to the Project.
- 6.3 **WORKERS COMPENSATION INSURANCE.** The Association shall maintain workers compensation insurance to the extent necessary to comply with any applicable laws.
- 6.4 **FIDELITY INSURANCE.** At the option of the Board of Directors, the Association may obtain a policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.
- 6.5 **POLICY PROVISIONS.** The Association shall in no manner commingle or otherwise mix the insurance required to be maintained hereunder with any insurance purchased by an Owner(s) of a Residence covered hereby or a Mortgagee of such Residence. Additionally, if obtainable, all policies obtained by the Association shall provide that coverage shall not be prejudiced by (i) any act or negligence of the Owners when such act or negligence is not within the control of the Association or (ii) failure of the Association to comply with any warranty or condition with regard to any portion of the Project over which the Association has no control.
- 6.6 **SUBROGATION PROVISIONS.** Any insurance obtained by the Association or an Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners, the Association or their respective servants, agents or invitees and any defenses based on coinsurance or any pro rata reduction of liability.
- 6.7 **OWNER RESPONSIBILITY.** The Association shall be responsible for obtaining insurance as herein recited. Each Owner may obtain additional insurance at such Owner's own expense for such Owner's own benefit. Insurance coverage on the Residence and

furnishings and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each Residence and on each Lot and each Extended Lots' Side Yard are specifically made the responsibility of the Owner thereof, and each Owner must furnish a copy of such Owner's insurance policy to the Association, if the Association so requires.

- 6.8 **INSURANCE PREMIUMS.** Premiums for all such insurance authorized to be maintained by the Association by this Article VI shall be a common expense payable from property Assessments. Premiums for liability and personal property insurance for the Lots and the contents of the Residences shall be the responsibility of and at the expense of each individual Owner. In the event of damage or destruction by fire or other casualty to property covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to its former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the amounts are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two-third (2/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding to the condition formerly existing, the Board of Directors shall levy a Special Assessment against all Owners to make up any deficiency.

ARTICLE VII **ARCHITECTURAL CONTROL**

- 7.1 **ARCHITECTURAL CONTROL COMMITTEE.** Until completion of the construction of the last Residence to be built in the Project, the members of the Committee shall be appointed by Declarant and shall consist of not less than two, nor more than three, members. Until such time, Declarant shall also have the right to remove any member from the Committee and to appoint a new member to fill a vacant position on the Committee. At all times until the completion of the last Residence to be built in the Project, Declarant may, in Declarant's sole discretion, repeal or override any decision made by the Committee. Declarant may, at Declarant's option, take any action that the Committee may take under this Declaration. The Committee may delegate the authority to perform its duties to one or more representatives of the Committee. After the completion of the construction of the last Residence to be built in the Project, the members of the Committee shall be appointed by the Board of Directors.
- 7.2. **SUBMISSION OF PLANS.** No improvement(s) of any type shall be erected or altered on any Lot until (i) the Owner or the Owner's builder submits two (2) complete sets of building plans (which shall clearly indicate all exterior materials) and a plat of the location of such

improvement(s) upon the Lot to the Committee and (ii) one (1) set of such plans shall have been marked "Approved" by the Committee and returned to such Owner or Owner's builder. Any plans marked "Disapproved" by the Committee shall be returned with a written explanation of the reason(s) such plans were not approved, which explanation shall include a list of the items that the Committee finds lacking. In the event plans are returned as disapproved, the Owner or Owner's builder must thereafter submit two (2) sets of revised plans to the Committee for review. Any plans submitted by 5 p.m. on the Monday of any week shall be approved or disapproved by the Committee by 5 p.m. on the Friday of such week; provided however, that failure of the Committee to approve or disapprove such plans within the time permitted shall not be deemed to constitute the Committee's approval of such plans. Plans must include the installation of smoke detectors and such other security devices which, from time to time, become technologically feasible for residential use.

7.3 **STANDARDS.** The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Property, consistent with the standards specified herein; provided however, that the Committee shall have sole discretion with respect to taste, design, and all standards specified herein. Without limitation, unless the Committee otherwise consents in writing:

- a. **Height.** No residence or dwelling unit on any Lot shall contain more than two and one-half (2-1/2) stories nor exceed the maximum height allowed by the City. No garage or accessory building shall exceed the height of the Residence to which it is appurtenant.
- b. **Garages.** Each Residence shall have a detached or attached garage suitable for parking not less than two (2) nor more than three (3) standard size automobiles. All garage doors shall be equipped with an automatic and remote controlled electronic door opener. All garage doors visible from a street or a Common Area shall be recessed a minimum of twelve (12) inches from the face of the exterior wall and shall be constructed in a "Coach House" style, with wood trim matching the style of the Residence to which such garage is appurtenant. A garage may face the front property line of a Lot only if it is constructed a minimum of twenty (20) feet from the front building line of the Lot and is approved by the Committee. Any garage or garage entry constructed adjacent to any Common Area shall be screened as may be approved by the Committee. Garage doors shall be closed at all times except to allow the entry and exit of vehicles and persons and except when the garage is being cleaned of or items are being stored in the garage. No carport shall be permitted on a Lot.
- c. **Driveways and Sidewalks.** The locations of driveways must be coordinated with the locations of any electrical transformers located in a utility easement. The exact location of driveways and transformers shall be approved by the Committee. Concrete driveways shall have expansion joints not more than twenty (20) feet apart, with an expansion joint at the back side of the driveway and adjacent to the sidewalk and approach. The width of the driveway shall be not more than twelve (12) feet and

shall flare to an adequate width. The finish of the driveway shall be stamped concrete, pavers, brick, or washed aggregate with stamped concrete, pavers, or brick edges and accents. The finish of the driveway must be approved by the Committee prior to construction. The drive approach shall be constructed in such a manner as to conform to City specifications. Required sidewalks, if any, shall be of a broomed or brushed finish, and a washed aggregate finish shall not be permitted. The walks from the street curb or a public sidewalk to the Residence on a Lot shall be at least three (3) feet wide and shall be constructed of stamped concrete, pavers, brick, or washed aggregate with stamped concrete, pavers, or brick edges and accents. All sidewalks required by the City shall be constructed according to City specifications, shall run uninterrupted, and shall comply with the guidelines set forth in the Americans With Disabilities Act, if applicable. Except as otherwise permitted herein, all driveways must remain free of any storage of vehicles or other material.

- d. Restrictions on Resubdivision. No Lot shall be subdivided into smaller lots. None of the Lots shall be platted into larger lots.
- e. Minimum Floor Area. The total air-conditioned living area of any one-story Residence on a Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 2,500 square feet. The first story of any two story residence must contain at least 2,000 square feet, and the total square footage of any such two story residence shall not be less than 2,800 square feet.
- f. Building Setbacks. No improvement, including, but not limited to, a Residence, galleries, porches, porte cocheres, gazebos, and projections, shall be erected on any Lot nearer to the front, rear, or side property lines of the Lot than the building lines as shown on the Plat; provided, however, that no structure shall, in any event, be located nearer than fifteen (15) feet to the front property line or twenty (20) feet of the front property line of a Lot if the improvement is a garage facing a street. Notwithstanding anything herein to the contrary, however, steps, terraces, and planters constructed outside of the building lines shall be permitted if such improvements do not extend higher than two (2) feet above the finished grade of the Residence to which it is appurtenant. In addition, projections may extend onto a Lot's Extended Side Yard, but no projections are permitted on the Adjacent Side Yard made a part of a Lot's Extended Side Yard. No permanent improvement shall be placed in an utility easement.
- g. Structure Materials: Exterior Items and Surfaces. At least eighty percent (80%) of the exterior of improvements, exclusive of doors and windows, shall be constructed of brick, brick veneer, stone, stone veneer, stucco or other exterior materials approved in advance by the Committee. The following shall apply:
 - (i) If a Residence is to be constructed of brick or brick veneer, the Lot Owner or the builder of the Residence on a Lot, as applicable, shall submit panels of the actual

brick proposed to the Committee for approval prior to the construction of the Residence.

(ii) Only natural or light colored mortar shall be used unless the Committee approves otherwise prior to construction. Sample panels of the actual mortar being proposed shall be submitted to the Committee for approval prior to construction.

(iii) If a residence is to be constructed of stucco, sample panels of the actual stucco being proposed shall be submitted to the Committee for approval prior to construction.

(iv) Stone varieties, including cast stone, may be used as both primary and accent material to enhance the architectural elements of a Residence, such as turrets, gables, openings (windows and door surrounds) and other subordinate masses. Stone may also be used in other applications, such as water tables, belt courses, and corner articulation. Brick may be used as an accent material with stone. Prior to construction, sample panels of the actual stone being proposed shall be submitted to the Committee for approval. Except as provided hereinabove, concrete or other artificially manufactured stones are strictly prohibited.

(v) Wood siding shall be permitted only as an accent material. Siding materials must be wood horizontally applied, such as lap siding or tongue-and-groove siding. Cementation siding products with smooth or natural-looking textures are permitted if they are used in a similar manner. No diagonal siding shall be permitted. Sample panels of the actual siding materials and applications being proposed must be approved prior to construction by the Committee.

(vi) All wood trim shall consist of finish-grade wood either stained or painted as may be approved in advance by the Committee. Other materials may be used to accent different architectural styles if approved in advance by the Committee. Composition wood products are not permitted with the exception of soffits, which may consist of exterior grade finished plywood or other smooth finish soffit board. All endpoints and joints created through the use of siding must be covered with trim boards in a decorative manner. Actual panels of the trim being proposed must be approved prior to construction by the Committee.

(vii) Synthetic materials, such as metal siding, masonite, styrofoam, and vinyl siding are strictly prohibited.

(viii) All entry doors visible from a street must be a minimum of eight (8) feet in height.

(ix) Cornice details shall include one or more course of projected brick or stone in order to highlight architectural complexity and enhance the union of the exterior wall plane and soffit. Cornice joints must not be easily visible.

(x) Eighty percent (80%) or more of the plate height of the front elevation of a Residence shall be ten (10) feet or greater.

(xi) The Committee must approve in advance all exterior paint and stain colors used on a Residence, and such approval shall be based upon the natural colors of the building materials used and the continuity with other residences surrounding the Residence.

(xii) All other exterior features and surfaces, including, but not limited to, external ornamentation and lighting shall be approved in advance by the Committee.

(xiii) Only wood, wood clad, or vinyl windows will be permitted in the Project for all windows visible from a street. The use of metal windows on any elevation visible from a street is prohibited. In addition, all doors with windows visible from a street must be wood, wood clad, or vinyl. All window mullions, jambs, panes, and muntin bars must be of a consistent material and dimension. For windows not visible from a street, metal windows shall be permitted provided that the window has a brick mold surround that conceals the metal flange, which brick mold surround must be consistent with the brick used on the front elevation or front windows of a Residence. No reflective glazing shall be permitted on any windows visible from a street. Tinted glass is prohibited on windows visible from a street unless otherwise approved in advance by the Committee. The use of stained or leaded glass must be approved in advance by the Committee. The manufacturer and variety of windows proposed must be approved by the Committee prior to construction.

h. Extended Side Yards. Except for Lots 2 and 13 of Block 1 and Lots 4 and 6 of Block 2, no wall of any Residence adjacent to any Lot's Extended Side Yard shall have any windows facing such Lot's Extended Side Yard; provided however, that, with the prior approval of the Committee, glass tiles (with a minimum height eight (8) feet above the slab of the Residence), approved opaque or stained glass (with a minimum height eight (8) feet above the slab of the Residence), or a recessed garden area constructed behind a solid eight (8) foot masonry wall of the Lot adjacent to a Lot's Extended Side Yard may be permitted. In no event shall utility meters, swimming pool equipment, air conditioning compressors, or similar items be placed in an Adjacent Side Yard. An electrical panel or gas meter may be placed in an Adjacent Side Yard if it is located within fifteen (15) feet of the front building line of a Lot and with prior approval of the Committee.

i. Roofs. All pitched roofs shall be not less than an 10/12 pitch unless approved in advance by the Committee. To accommodate a distinctive design or style, the Committee may, in its sole discretion, permit an alternate roof pitch. Samples of the actual roofing materials being proposed must be submitted to the Committee for approval prior to construction. All roofs shall be constructed of approved thirty (30) year premium grade asphalt dimensional shingles in the slate blend or weathered

wood color, slate, copper, clay tiles, reinforced masonry tiles, or other materials as may be approved prior to construction by the Committee. Metal with a standing closed seam may be used to accentuate architectural elements with the prior approval of the Committee. The visibility from a street of all plumbing stacks, venting stacks, attic vents, or skylights shall be kept to an absolute minimum. All roof penetrations should be mounted perpendicular to the foundation and painted to blend with the predominant roof color of a Residence. Solar panels, satellite dishes, and skylights must not be visible from a street. Prior to construction, plans of all proposed roof penetrations must be submitted to the Committee for approval. Turbine attic vents are not permitted in the Project unless approved in advance by the Committee.

- j. Chimneys. All fireplace chimneys shall be constructed of brick or stone unless otherwise approved in advance by the Committee. All metal flue chimneys and caps shall be encapsulated in brick or stone to eliminate the exposure of any metal and to create the look of a full masonry flue and cap. Chimneys visible from a street must have minimum width of three (3) feet.
- k. Fences and Walls. All fences and walls shall be constructed of brick, natural stone, or wrought iron and shall be approved by the Committee prior to construction. No fence, wall, or hedge shall be placed on any Lot nearer to any front or to any side street than is permitted for the Residence on said Lot, and no fence, wall or hedge located between interior lot lines and building setback lines shall be higher than eight (8) feet from the ground unless it is an integral part of the Residence and approved by the Committee. All front elevation fencing shall be wrought iron. On adjacent Lots, the builder of a common fence may not encroach on the adjacent Lot without the prior consent by the adjacent Lot Owner, except to the extent that the common fence may be centered on the common property line. The cost of any common fence shall be borne one half by each of the adjacent Lot Owners with prior written approval by the adjacent Lot Owner. Privacy screening around pools, patios, and decks shall be accomplished with wrought iron fencing and with hedges, trees, or other suitable plants. Should a hedge, shrub, tree, or other planting be so placed, or afterward grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the affected Lot Owner or the Committee. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Committee or any authority owning easement rights. Such encroachment is wholly at the risk of the Lot Owner, and removal shall be solely at the Lot Owner's expense.
- l. Mailboxes and Address Numbers. Mailboxes shall be duplex (serve two (2) homes), shall be of a design and in a location designated by the Committee, and shall be constructed by the first of the adjacent Residences to be built with one-half (1/2) the cost thereof reimbursed by the other Residence sharing the mailbox location. House numbers shall be of a consistent style on each Residence. The style, size, and material of address numbers shall be determined by the Committee. Address numbers shall be mounted five (5) feet above the finished grade.

- m. Utilities and Easements. Easements and access easements for the installation and maintenance of utilities, screening fences, and drainage facilities are reserved as shown on the Plat. No aerial utility facilities of any type (except meters, risers, service pedestals, pre-existing power poles and lines, and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Project, whether upon individual Lots, Extended Side Yards, the Common Area, easements, streets, or rights-of-way of any type, either by the utility company or any other person or entity. All utility services including, but not limited to, water, sewer, gas, electricity, and telephones shall be buried underground unless otherwise required by Declarant or by the City.
- n. Meters, Air Conditioners and Similar Items. All utility meters, air conditioning compressors, and similar items must be visually screened from streets, adjacent lots and the Common Area and shall be located in the areas designated by the Committee. Without limiting the foregoing, no air-conditioning units shall be installed in front of a Residence, nor shall any air-conditioning units be attached to any front or side wall or window of any Residence. All utility meters, outdoor equipment, air-conditioning compressors, air-conditioning and heating units, sprinkler and other control devices, junction boxes, and related items must be visually screened from public rights-of-way. Pursuant to requirements by the utility company providing electricity for the Project, the following provisions and covenants are to run with the land within the Project with the same force and effect as all other provisions of this Declaration:
- Electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle, alternating current will be made available to each Lot by means of underground facilities at a cost in excess of the cost of service provided by the usual and standard overhead facilities, and each Lot Owner acknowledges for such Lot Owner and such Lot Owner's successors and assigns that electric service of any character other than that herein described will not be available except at added cost to such Lot Owner. Since electric service is to be furnished to each of the Lots solely by underground facilities, each Lot Owner agrees for such Lot Owner and such Lot Owner's heirs, successors and assigns, that such Lot Owner will pay for, install and maintain the necessary underground facilities to connect the Lot Owner's installation with the service wire to the utility company providing electricity at the point of delivery of electric energy. Gas service will be provided at a designated point adjacent to each Lot and shall be connected in a similar manner.
- o. Pools, Decks, and Other Structures. All swimming pools and pool decking must be constructed within the building lines of the Lots unless otherwise approved by the Committee prior to the construction thereof. Swimming pools, pool decking, and pool equipment must be screened from public view. Pool back wash must be drained through underground lines and exit into a street or storm drain system as may be approved by the Committee. All other structures including, but not limited to, gazebos, playhouses, storage buildings, arbors, or shade structures

must be submitted to the Committee for approval prior to the construction thereof, and the Committee may require that such structure be screened from public view. The provisions of Paragraph 9.1 (a) shall apply to all such structures.

- p. Initial Landscaping Requirements. No landscaping may be installed without the prior written approval by the Committee of a landscape plan showing the proposed landscape design, plant and other materials, irrigation layout and other details and describing fencing, exterior lighting and other matters required by the Committee. Landscaping of a Lot shall be completed within thirty (30) days of issuance of a Certificate of Occupancy by the City. Each Lot on which a Residence is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition to the front, side and rear yard areas including those situated outside of the fences, walls or hedges. Landscaping of a Lot shall include the planting in the front yard of a minimum of one (1) tree with a minimum diameter of five (5) inches measured above the base of the tree trunk. The trees shall be of a variety approved by the Committee. Acceptable varieties of trees shall include the following: Live Oak, Red Oak, Chinquapin Oak, Sweet Gum, Pistachio, Bradford Pear, Red Bud, and Cedar Elm. Other varieties may be acceptable with approval by the Committee prior to planting. Decorative plants (such as crape myrtle, yaupon holly, cherry laurel) may be used for landscaping, but shall not be included as acceptable varieties of trees. Each Lot Owner shall keep, preserve and maintain the landscaping in a healthy and attractive condition. All retaining walls, planter walls, or fences shall require written approval by the Committee.
- q. Trees. No tree measuring greater than five (5) inches in diameter at a point two (2) feet above the ground may be removed without the prior consent of the Committee.
- r. Site Maintenance during Construction. Each Lot shall be maintained in a clean and orderly condition by the builder of the Residence being constructed thereon during construction and until the Residences occupied. A builder must remove building debris and other waste material from a Lot as often as necessary to maintain an orderly construction site. Debris may not be dumped in any area of the Project unless a specific location for such a purpose is approved by the Committee. All builders must use silt fencing or hay bales to prevent erosion and to keep Copperglen Circle and Glade Road (the "Streets") free of mud and debris. A builder shall keep all debris within the boundaries of the Lot upon which on which the builder is constructing a Residence.
- s. Foundations. No foundation concrete shall be visible from a street. For sloping grades, the masonry ledge shall be stepped so that not more than six (6) inches of concrete is visible above the grade level.

- t. Entry Surfaces. The front steps, front porch, and any related front porches or entries to a Residence must be surfaced with brick, stone, slate, or other masonry material approved prior to their construction by the Committee.

ARTICLE VIII MAINTENANCE

- 8.1 ASSOCIATION RESPONSIBILITIES. The Association shall maintain:
 - a. The Common Area; and
 - b. The Association Maintained Area.
- 8.2 OWNER RESPONSIBILITY. The exterior of the Residence and the Lot shall be maintained and kept in good repair by the Owner thereof in compliance with the Use Restrictions specified in Article IX.
- 8.3 AUTHORITY OF ASSOCIATION. In the event an Owner is responsible for certain exterior maintenance, as set forth in Paragraph 8.2, and such Owner shall fail to maintain the Property and improvements in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore said Lot and improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX USE RESTRICTIONS

- 9.1 THE FOLLOWING SHALL GOVERN THE USE OF THE PROPERTY.
 - a. Residential Use Only. Except for any Common Area, the Property is hereby restricted to single-family residential use only. No Lot nor any Common Area shall be used for any commercial or business purposes. No buildings or structures shall be moved from other locations onto a Lot, and no subsequent buildings or structures other than a Residence and permitted ancillary structures shall be constructed on a Lot. No structure of a temporary character, shop, trailer, mobile or manufactured home, tent, shack, or barn shall be used on any portion of the Property at any time for any purpose. Children's playhouses, dog houses, greenhouses and gazebos shall be permitted only in locations not visible from any public street or right-of-way. Other buildings and structures such as those for the storage of lawn and pool maintenance equipment shall be built of similar materials and design as the Residence to which they are appurtenant. No building material of any kind shall be placed or stored upon a Lot until the Owner thereof is ready to begin construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

- b. Vehicles and Parking. No boat, boat trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer or other trailer of any kind, motor home, camper body or similar vehicle or equipment may be parked for more than two (2) consecutive days within the Project unless completely concealed from public view and adjacent Lots. No gas engines shall be operated in recreational vehicles. If an Owner is in violation of the restrictions, the offending vehicle may be towed and impounded at such Owner's expense. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a Residence in the immediate vicinity thereof. No such prohibited vehicle or equipment shall be used as a residence or office temporarily or permanently. No vehicle of any size which transports inflammatory or explosive cargo is permitted on the Property at any time.
- c. Landscaping Maintenance. Grass, weeds and vegetation on each Lot for which the Owner is responsible must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street unless completely screened from public view. No Owner shall permit weeds or grass to grow to a height of greater than four (4) inches upon such Owner's Lot. Upon failure of the Owner of any Lot to maintain such Lot (whether or not developed), Declarant may, at its option, have the grass, weeds, and vegetation cut as often as necessary, in its sole and absolute judgment, and the Owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. In the event Declarant shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice from the Association to Owner of the Association's intent to exercise such right, the Association shall have the right, in lieu of Declarant, to have the grass, weeds and vegetation cut as provided above, and upon exercise of such right, the Owner of such undeveloped property or the Owner of the Lot in question shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work. These provisions shall be construed to create a lien in favor of the performing party against such Lot for the cost of the work or the reimbursement sought for such work performed on such Lot.
- d. Drilling & Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Property.
- e. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot. The foregoing limitation on number of pets shall not include hamsters, small birds, fish or other constantly caged animals, nor

shall it require the removal of any litter born to a permitted pet prior to the time that the animals in such a litter are three (3) months old. Animals are not to be raised, bred or kept for other than domestic purposes. All barnyard and commercially-raised animals such as cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animal that may interfere with the privacy, health or safety of the Owners are prohibited. Pets shall not be permitted to run at large and shall be kept within the rear, private-fenced yard of an Owner. Pet owners must keep Lots clean and free of pet debris and must comply with all City ordinances and regulations affecting animals within the City.

- f. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Lots except in receptacles meeting the specifications of the City and the Board of Directors, and replacement, maintenance, and appearance of all such receptacles is subject to reasonable rules and regulations of the Board of Directors. Unless otherwise required by the City, garbage containers shall be enclosed and/or screened in such a manner as not to be visible from any street or Common Area. All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.
- g. Irrigation Wells and Septic Systems. No individual water supply system or any individual sewage disposal system shall be permitted on any Lot.
- h. Vacant Lots. If an Owner, or person or entity who has entered into a written Agreement to purchase a Lot from Declarant, shall fail to: (a) control weeds, grass and/or other unsightly growth; (b) remove trash, rubble, building and construction debris; or (c) exercise reasonable care or conduct to prevent or remedy unclean, untidy or an unsightly condition, then the Committee shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from said Owner a reasonable fee for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. The assessment, together with such interest thereon and costs of collection thereof, shall also be a continuing personal obligation of the person who was the Lot Owner at the time when the assessment occurred. The lien securing any such assessment shall only be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.
- i. Property Nuisance. No noxious or offensive activity shall be undertaken within the Property which is, or which may become, an annoyance or nuisance to the Owners. Until the completion of the last Residence to be built within the Project, Declarant shall have the exclusive authority to determine, in its sole discretion, whether any activity or condition constitutes a nuisance and shall have exclusive authority to determine, in its sole and absolute discretion, if an animal, bird or pet is creating a nuisance. Thereafter, the Association shall make such determinations. No Lot may be

used in a manner that materially interferes with the other Owners use or enjoyment of their Lots.

- j. Recreational Equipment. All children's play equipment, including, but not limited to, sandboxes and wading pools, shall be kept in good repair and shall not be placed so as to be visible from a public right-of-way. Basketball goals, backboards, or other similar sporting equipment of either a permanent or temporary nature shall not be placed in the front yard of a Residence.
- k. Migration. No Owner shall permit the discharge of water, waste materials, chemicals, or other materials onto adjacent Lots, a Common Area, or streets.
- l. Ingress/Egress. Each Owner agrees for such Owner and such Owner's heirs, assigns or successors in interest that such Lot Owner will permit free and reasonable access by Declarant or the Owners of adjacent or adjoining Lots when such access is necessary for the construction, reconstruction, refinishing, repair, maintenance, or alteration of improvements to such Lots, a Common Area, street or other areas. The access shall be limited to an area not more than five (5) feet in width along or parallel to the property line of a Lot. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the Owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any building structure. Any damage caused by such access will be repaired at the expense of the Owner causing such damage.
- m. Antennas. All types of antennas (including without limitation radio or television transmitting or receiving antennas) shall be installed within a Residence or other structure so that no antennas are visible from the streets, neighboring Lots or any Common Area; provided, however, that digital antennas with a maximum radius of eighteen (18) inches may be installed on the exterior of a Residence if the location is approved by the Committee prior to installation. Such digital antennas shall not be located on the roof, but shall be located only on the wall below the eaves or on a ground pedestal.
- n. Lighting. No high-intensity lighting is permitted, and all lighting must be approved in advance by the Committee. No lighting poles are permitted unless approved in advance by the Committee.
- o. Maintenance. Each Residence shall be maintained by the Owner thereof in a clean and orderly condition. An Owner of a Residence is responsible for periodic maintenance, including, but not limited to, repairs or replacement of broken or missing shingles, peeling paint, broken brick or rock joints, broken windows, and any other condition that may constitute a visible deterioration of a Residence.
- p. Miscellaneous. Utility lines, clotheslines, garbage cans, equipment, woodpiles, or storage piles shall be enclosed to conceal them from the view of neighboring Lots, any Common Area, and streets. Plans for all enclosures of this nature shall be

approved by the Committee prior to construction. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas.

- q. Signs. Except as permitted hereinbelow or by applicable provisions of the Texas Property Code, no sign or signs shall be displayed to the public view on any Lot.
- (i) Any builder, during the applicable initial construction and sales period, may utilize one professional sign of not more than twelve (12) square feet in size per lot for advertising and sales purposes; such signs must be displayed within a uniform frame design to be designated by the Committee.
 - (ii) Thereafter, one (1) dignified "for sale" sign of not more than six (6) square feet in size may be utilized by a Lot when attempting to sell such Owner's Lot; and
 - (iii) Development related signs owned or erected by Declarant shall be permitted.
 - (iv) All signs permitted by this paragraph must comply with City regulations.
 - (v) Any sign not in compliance with the provisions of this subparagraph may be removed by the Committee.

9.2 FREEHOLD ESTATE. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

9.3 DECLARANT EXEMPTION. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or a builder of a Residence to maintain, during period of construction and sale of the Residence, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of the residence. This shall include, but shall not be limited to, a business office, storage area, construction yards, and the placement of any signs deemed necessary for the display of residence sales.

ARTICLE X EASEMENTS

10.1 UTILITY EASEMENTS. As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of the Declarant or its designees, upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private. Declarant, for itself and its designees,

reserves the right to retain title to any such easements. Upon cessation of the Class B membership, the Association shall have the right to grant the easements described herein.

- 10.2 DECLARANT'S EASEMENT TO MAINTAIN AND CORRECT DRAINAGE. As long as the Class B membership shall be in effect, Declarant hereby reserves a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.
- 10.3 EASEMENT FOR UNINTENTIONAL ENCROACHMENT. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.
- 10.4 ENTRY EASEMENT. In the event that an Owner fails to maintain such Owner's Lot(s) as required herein, or in the event of emergency repairs and to do the work reasonably necessary for the proper maintenance and operation of the Property, entry by Declarant or the Association upon the Lot as provided herein shall not be deemed a trespass, and Declarant and the Association shall not be liable for any damage so created unless such damage is caused by Declarant's or the Association's willful misconduct or gross negligence.
- 10.5 DRAINAGE EASEMENT. Easements for the installation and maintenance of utilities, storm waters, retention/detention ponds, and/or a conservation area are reserved as may be shown on the Plat. Within these easement areas, no structure, plant or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.
- 10.6 TEMPORARY COMPLETION EASEMENT. All Lots shall be subject to an easement for ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of a Lot as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent thereto, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

- 10.7 WALL, FENCE, AND LANDSCAPING EASEMENTS. Easements as shown or depicted on the Plat are hereby reserved to the Association for the benefit of the Owners for the purpose of maintaining, removing, and replacing walls, fences, and landscaping as determined by the Board of Directors.
- 10.8 OTHER EASEMENTS. Declarant hereby reserves for itself and the Association a nonexclusive easement upon, across, over, through, and under any portion of any Lot for the purpose of performing the Association's duties hereunder, including, but not limited to, its duties regarding the Association Maintained Area. Each Owner also has an easement as described in Paragraph 2.4.

ARTICLE XI
GENERAL PROVISIONS

- 11.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws of the Association, and the Certificate of Formation of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 11.2 SEVERABILITY. Invalidity of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 11.3 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant, in Declarant's sole and absolute discretion, during the five (5) year period following the date this Declaration is recorded. Thereafter, this Declaration may be amended by an instrument signed by the Owners of not less than seventy (70%) of the Lots. Any amendment must be properly recorded in the Deed Records of Tarrant County, Texas. However, notwithstanding the above, any amendment hereto or to the Bylaws or to the Certificate of Formation hereof (i) to allow the Members to alienate any Common Area, or (ii) to change the ratio of Assessments against Owners as herein provided, or (iii) to abandon or terminate the planned unit development status of the Property must have the approval of all lienholders.
- 11.4 COMMON AREA ALIENATION. Except as to the Association's right to grant easements for utilities and similar or related purposes, any Common Area and facilities may not be alienated, released, transferred or otherwise encumbered without the approval of all holders of first mortgage liens on each Residence.

11.5 MORTGAGEE RIGHTS.

- a. Upon written request to the Association, any holder of a first mortgage lien will be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive annual financial statements, audited and otherwise, within ninety (90) days following the end of the Association's fiscal year and (iii) receive notice of the Association's meetings and designate a representative to attend such meetings.
- b. The Association shall immediately reimburse First Mortgagees who may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area or who may pay overdue premiums or hazard insurance coverage on the lapse of a policy on the Common Area.
- c. A First Mortgagee, upon written request, shall be entitled to written notification from the Association of any default in the performance by the individual Owner-Mortgagor of any obligation under the Declaration, Bylaws, or rules and regulations promulgated by the Board which is not cured within thirty (30) days. After notification of such default to the defaulting party.

- 11.6 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Residence. The expense of participation in such proceedings by the Association shall be borne by the common fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in manners relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of any Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceedings, to make any settlement with respect thereto; or to convey such Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a fifty-one (51%) vote of the Owners entitled to vote who are voting in person or by proxy at a meeting duly called for such purpose, shall decide whether to replace or restore as far as possible any Common Area so taken or damaged. In the event it is determined that

such Common Area should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners.

- 11.7 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.
- 11.8 COLLEYVILLE ORDINANCES. In the event anything herein conflicts with any ordinances or codes of the City, the City's ordinances and/or codes shall prevail.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 2nd day of June, 2008.

3798 Glade Investment, Ltd.

By: Glade Development, L.L.C.
General Partner

By: [Signature]
Robert E. Ward, Member

STATE OF TEXAS

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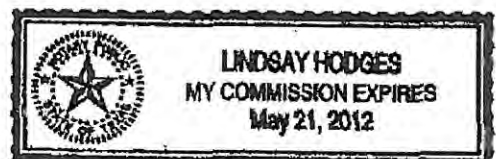
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 2 day of June, 2008 by Robert E. Ward, Member of Glade Development, L.L.C., General Partner of 3798 Glade Investment, Ltd., a Texas corporation, on behalf of said corporation.

Lindsay Hodges
Notary Public in and for the State of Texas



3798 GLADE INVESTMENT LTD
P O BOX 92543

SOUTHLAKE TX 76092

Submitter: MYRTIS ROSS



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

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

Filed For Registration: 06/02/2008 12:27 PM
Instrument #: D208204568
OPR 34 PGS \$144.00



D208204568

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.

Printed by: MC

**First Amendment
to
Declaration of Covenants, Conditions and Restrictions
for
Copperglen**

**As filed for Registration 6/02/2008
Instrument #: D208204568**

Per Article 11.3, AMENDMENT, Declarant hereby amends said Declaration. Language to be struck from the Declaration will be noted by "delete" followed by the deleted language shown in *"italics"*, or *"this section is deleted in its' entirety"*; language to be added will be noted and shown in "CAPITAL LETTERS".

Article 7.3 Standards.

- b. Garages. ... All garage doors visible from a street or a Common Area shall be constructed in a Coach House style, with wood trim, "OR OTHER ACCEPTABLE COACH HOUSE STYLE AND MATERIAL", matching the style of the Residence to which such garage is appurtenant. A garage may face the front property line of a Lot only if it is constructed a minimum of (delete) *"twenty (20) feet"*, (replace with) "EIGHTEEN (18) FEET", from the front building line of the Lot and is approved by the Committee.
- c. Driveways and Sidewalks. ... The width of the driveway shall be not more than twelve (12) feet and shall flare to an adequate width. " THE DRIVEWAY FOR FRONT FACING GARAGES MAY BE OF AN ADEQUATE WIDTH AS DETERMINED BY THE COMMITTEE". The finish of the driveway shall be stamped concrete, pavers, brick, (delete) *"or washed aggregate with stamped concrete, pavers, or brick edges and accents"*; (replaced with) "OR SALT FINISHED CONCRETE WITH AN APPROVED TROWELED IN BORDER". ... The walks from the street curb or a public sidewalk shall be at least three (3) feet wide and (delete) *"shall be constructed of stamped concrete, pavers, brick or washed aggregate with stamped concrete, pavers, or brick edges and accents"*; (replace with) "SHALL BE FINISHED SO AS TO MATCH OR COMPLEMENT THE DRIVEWAY FINISH AS DETERMINED BY THE COMMITTEE".
- f. Building Setbacks. ... provided, however, that no structure shall, in any event, be located nearer than fifteen (15) feet to the front property line or (delete) *"twenty (20) feet"*, "replace with, "EIGHTEEN (18) FEET", of the front property line of a Lot if the improvement is a garage facing a street. ... In addition, projections may extend onto a Lot's Extended Side Yard, (add) "OR REAR YARD", but no projections are permitted on the Adjacent Side Yard made a part of a Lot's Extended Side Yard.

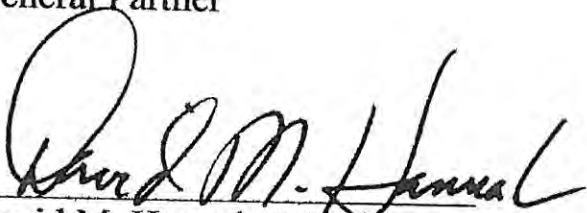
- g.
- (v) ... Siding materials must be wood (delete) "*horizontally applied*", such as lap siding or tongue-and-groove siding. Cementation siding products with smooth or natural-looking textures are permitted if they are used in a similar manner. (delete)"*no diagonal siding shall be permitted*".
 - (xiii) *This section is deleted in its' entirety and re-written as follows:*
 ONLY WOOD, WOOD CLAD OR VINYL WINDOWS ARE PERMITTED IN THE SUBDIVISION EXCEPT AS HEREIN NOTED. THE USE OF STAINED, LEADED GLASS OR OPAQUE WINDOWS MUST BE APPROVED IN ADVANCE BY THE COMMITTEE. THE MANUFACTURER AND TYPE OF WINDOWS MUST BE NOTED ON THE PLANS SUBMITTED TO THE COMMITTEE FOR APPROVAL PRIOR TO CONTSTRUCTION.
 - h. Extended Side Yards. (added at the end of this Section), "THE COMMITTEE, AT IT'S SOLE DISCRETION, MAY MODIFY THE EIGHT (8) FOOT REQUIREMENT FOR GLASS TILES, OPAQUE OR STAINED GLASS WINDOWS OR MASONRY SCREEN WALLS, AS COVERED IN THIS SECTION".
 - i. Roofs. ... To accommodate a distinctive design or style, (add) "OR ON LESS VISIBLE REAR ELEVATIONS OF RESIDENCES", the Committee may, in its sole discretion, permit an alternate roof pitch.
 - j. Fences and Walls. (added at the end of this Section), "BY PRIOR APPROVAL OF THE COMMITTEE, APPROPRIATE WOOD FENCING MAY BE PERMITTED: (a) TO TEMPORARILY SCREEN THE EXTENDED SIDE YARD OF A RESIDENCE UNTIL THE ADJACENT RESIDENCE IS CONSTRUCTED. (b) IN EXTENDED SIDE YARDS FROM THE REAR OF THE ADJACENT RESIDENCE TO THE REAR PROPERTY LINE (c) AT THE REAR OF LOTS 1, 2 AND 3, AND LOTS 6, 7 AND 8 OF BLOCK 2. LOT 4, BLOCK 2, IS A SPECIAL CIRCUMSTANCE, AND THE BUILDER SHALL SUBMIT AND RECEIVE COMMITTEE APPROVAL FOR REAR FENCING PLANS PRIOR TO ITS CONSTRUCTION".

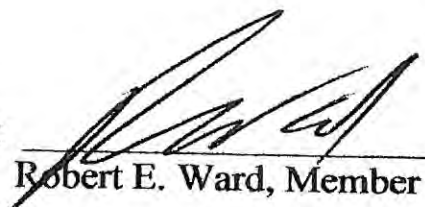
- t. Entry Surfaces. The front steps, front porch, and any related front porches or entries to a Residence must be (delete) "*surfaced with brick, stone, slate, or other masonry material*" approved prior to their construction by the Committee.

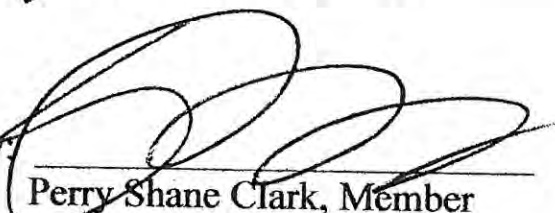
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 19th day of November, 2009.

3798 Glade Investment, Ltd.

By: 3798 Glade Management, LLC
General Partner

By: 
David M. Hannah, Member

By: 
Robert E. Ward, Member

By: 
Perry Shane Clark, Member

STATE OF TEXAS

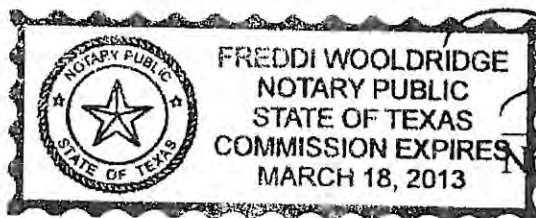
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 19th day of November, 2009, by David M. Hannah, Robert E. Ward, and Perry Shane Clark, the Members of 3798 Glade Management, LLC, General Partner of 3798 Glade Investment, Ltd. a Texas corporation, on behalf of said corporation.




Notary Public in and for the State of Texas

ANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196

PHONE (817) 884-1195

3798 GLADE INVESTMENT LTD
P O BOX 1901
COLLEYVILLE, TX 76034

Submitter: RIVERWALK DEVELOPMENT
LLC

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

Filed For Registration: 11/19/2009 2:24 PM

Instrument #: D209304945

OPR

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PGS

\$24.00

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D209304945

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.

by: CAMADDOCK