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**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE DOWNS OF HILLCREST**

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**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE DOWNS OF HILLCREST**

**STATE OF TEXAS**

§

**COUNTY OF DALLAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

§

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DOWNS OF HILLCREST ("Declaration") is made on the \_\_\_ day of \_\_\_\_\_, 2000, by The Downs of Hillcrest Residential Association, Inc., a Texas non-profit corporation (the "Association").

**WITNESSETH:**

WHEREAS, North Dallas/Hillcrest Joint Venture, a Texas joint venture (hereinafter referred to as "Declarant") prepared and filed of record that certain "Declaration of Covenants, Conditions and Restrictions for the Downs of Hillcrest, Dallas, Texas" at Volume 92221, Page 4152 of the Deed Records, Dallas County, Texas (the "Original Declaration"); and

WHEREAS, the Original Declaration was modified by that certain "Modification to Declaration of Covenants, Conditions and Restrictions for the Downs of Hillcrest" (the "Modification to Declaration") dated November 10, 1992, and filed of record in Volume 93022, Page 1617 of the Deed Records of Dallas County, Texas; and

WHEREAS, the Original Declaration was supplemented by that certain Supplementary Declaration of Covenants, Conditions and Restrictions for The Downs of Hillcrest" (the "Supplementary Declaration") dated February 2, 1993, and filed of record in Volume 93025, Page 0937 of the Deed Records of Dallas County, Texas; and

WHEREAS, the Original Declaration was modified by that certain "Second Modification to Declaration of Covenants, Conditions and Restrictions for The Downs of Hillcrest" (the "Second Modification to Declaration") dated June 12, 1995, and recorded in Volume 95119, Page 01919 of the Deed Records of Dallas County, Texas; and

WHEREAS, pursuant to Article XII, Section 12.02 of the Original Declaration, the Original Declaration may be amended upon the express written consent of at least seventy percent (70%) of a quorum of the outstanding votes of all Members of the Association; and

WHEREAS, this "Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Downs of Hillcrest" has received the written consent of more than seventy

percent (70%) of a quorum of the outstanding votes of all Members; and

WHEREAS, the Declarant also hereby consents to this "Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Downs of Hillcrest".

NOW, THEREFORE, the Original Declaration, the Modification to Declaration and the Second Modification to Declaration are hereby replaced and superseded by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Downs of Hillcrest (the "Declaration"), and from and after the date of recording of this instrument in the Deed Records of Dallas County, Texas (the "Effective Date"), all of the Property (as hereinafter defined) shall be owned, held, transferred, leased, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth. The Supplementary Declaration, which adds and/or annexes the Marsh Lot and the Snowden Lot to the scheme of the Original Declaration and this Amended and Restated Declaration, remain in full force and effect, and the terms and provisions of the Supplementary Declaration are incorporated herein by reference as if stated verbatim.

## ARTICLE I

### DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration, unless the context shall otherwise prohibit, shall have the following meanings:

(a) "Architectural Control Committee or Committee" shall mean and refer to the Architectural Control Committee described in Article X hereof.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as may be amended from time to time.

(c) "Association" shall mean and refer to The Downs of Hillcrest Residential Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the Assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions. The Association shall, commencing on the date of recordation of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association and at a point in time deemed appropriate by the Declarant, consistent with the objectives herein and the circumstances then existing, the Declarant will cause the incorporation of the Association as a nonprofit corporation under the laws of the State of Texas.

(d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, as may be amended

from time to time.

(f) "Class A Members" shall have the meaning set forth in Section 3.02 hereof..

(g) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

(h) "Common Properties" shall mean and refer to all real property and improvements thereon, including, without limitation, any private streets, private utilities, private parks, open spaces, parkway areas, trails, water features, floodways, street lights, street signs, traffic control devices, fencing, sprinkler systems, and controlled access systems (including guard house, guard service and controlled access gated) owned in fee, owned as an easement or leased or maintained from time to time by the Association for the common use, enjoyment and benefit of the Members, and all easements granted to the Association for the common use, enjoyment and benefit of the Members, which Common Properties are specifically described on Exhibit "B" attached hereto and made a part hereof for all purposes or in any supplement to this Declaration executed by Declarant and the Association and recorded in the Office of the County Clerk of Dallas County, Texas. Any real property or interest in real property which Declarant shall convey to the Association to be designated as Common Properties shall be accepted in writing by the Association and shall be conveyed free of all liens and encumbrances except current ad valorem taxes (which taxes shall be prorated as of the date of the conveyance) and the covenants, conditions, restrictions, easements, liens and charges of this Declaration.

(i) "Declarant" shall mean and refer to North Dallas/Hillcrest Joint Venture, a Texas Joint Venture, and its successors and assigns, if such successors and/or assigns become same by operation of law, or should (i) such successors and/or assigns acquire all or substantially all of the Lots from North Dallas/Hillcrest Joint Venture for the purpose of development, and (ii) any such assignee receives by assignment from North Dallas/Hillcrest Joint Venture all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights of Declarant to such assignee. No person or entity purchasing one or more Lots from North Dallas/Hillcrest Joint Venture in the ordinary course of business shall be considered as "Declarant".

(j) "Interior Lots" shall mean and refer to those Lots identified as Interior Lots on Exhibit "C" attached hereto and made a part hereof for all purposes or in any document executed by Declarant and recorded in the Office of the County Clerk of Dallas County, Texas.

(k) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a Lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "Lot" on the recorded subdivision plat, however, these Lots shall be excluded from the concept and definition of Lot as used herein.

(l) "Member" shall mean and refer to each Owner as provided in Article III hereof.

(m) "Owner" shall mean and refer to every person or entity who is a record owner of a



fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(n) "Properties" shall mean and refer to the properties subject to this Declaration as described on Exhibit "A" attached hereto, together with the properties submitted to this Declaration by the Modification to Declaration and Supplementary Declaration, as well as such additions as may hereafter be made thereto (as provided in Article II).

(o) "Water Lots" shall mean and refer to those Lots identified as Water Lots on Exhibit "C" attached hereto or in any document executed by Declarant and recorded in the Office of the County Clerk of Dallas County, Texas.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in the City of Dallas, Dallas County, State of Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

3.02 Classes of Membership. Upon the termination of Class B membership as provided for in Article 3.02 of the Original Declaration, the Association shall have only one (1) class of voting membership. Each Owner of a Lot shall be a Member of the Association. Each owner shall be entitled to one (1) vote for each Lot in which he or she holds the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. Owners of exempt properties as described in Section 5.11 shall be Members but not having voting rights.

3.03 Quorum, Notice and Voting Requirements.

(a) Unless otherwise provided in this Declaration or the Bylaws, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, a quorum being present, written notice of which meeting shall

be given to all Members not less than twenty (20) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence, in person or by proxy, of Members entitled to cast at least fifty percent (50%) of the votes of all Members shall constitute a quorum for any action except as may otherwise be provided in the Articles of Incorporation, the Bylaws or the Declaration.

## ARTICLE IV

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a nonexclusive right and easement of use and enjoyment in and to the Common Properties, except that no wading, swimming, or fishing shall be allowed in the water features or drainage ways, and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association at such point in time deemed reasonable and appropriate by the Declarant. Prior to the date the Common Properties are conveyed to the Association, the Declarant shall retain the right to sell portions of the Common Properties to Owners if Declarant, in its sole discretion, deems such sale to be for the best interest of the development.

4.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties.

(b) Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;

(c) The right of the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties for any period during which any Assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;

(g) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the plat of the Properties recorded in the Map Records of Dallas County, Texas (the "Plat"), as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way; and

(h) With respect to any and all portions of the Common Properties, Declarant, until Declarant no longer owns record title to any Lot or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Dallas County, Texas, whichever is the first to occur, shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Dallas or any other governmental agency having appropriate jurisdiction over the Common Properties) to: (i) alter, improve, landscape and/or maintain the Common Properties; (ii) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (iii) zone, rezone, or seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties; (iv) replat or redesign the shape or configuration of the Common Properties; and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

## ARTICLE V

### COVENANTS FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed

an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) special individual assessments levied against individual Lot Owners for those items specified in Section 5.05(b) hereof, all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.01 (hereinafter, the "Assessment" or the "Assessments," together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

**5.02 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for (i) the purpose of promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Properties; (ii) managing the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the Common Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws; (vii) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (viii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

**5.03 Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association.** Initially, all improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right

to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date of the conveyance of the title to the Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of Assessment against all Owners) of maintaining the Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time as the Common Properties are conveyed to the Association, all Assessments collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to maintain the Common Properties as set forth in this Paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Properties hereunder.

#### 5.04 Annual Maintenance Assessments.

(a) It shall be the duty of the Board annually to prepare a budget covering the estimated costs of operating the Association during the coming fiscal year which shall include a contribution to reserves for maintenance, repair and replacement of the Common Properties. Upon the Board's adoption of the budget, the assessment to be levied against each Owner shall automatically be effective; provided, however, if the proposed assessment exceeds one hundred twenty-five percent (125%) of the prior year's annual assessment, then Members representing at least a majority of the votes of the Members may disapprove of the assessment at a meeting of the Members. There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except upon petition of the Members as provided for special meetings in Section 4.08 of the Bylaws, which petition must be presented to the Board within thirty (30) days after delivery of the budget and assessment to the Members. In the event that the Members disapprove the budget or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, as provided herein, the proposed assessment, to the extent that such assessment does not exceed one hundred twenty-five percent (125%) of the prior year's annual assessment, shall be in effect for the current year.

(b) Upon the termination of Class B membership as provided for in Article III, Section 3.02 of the Original Declaration, annual assessments shall be levied on all Lots and paid in full by the Member pursuant to Section 5.06 of this Article which provides that assessments will differ as between Interior Lots and Water Lots.

(c) Notwithstanding anything herein contained to the contrary, prior to January 1, 1993, the maximum annual maintenance assessment chargeable against any Interior Lot for which a full assessment is payable shall not exceed \$166.67 per month and the maximum annual maintenance assessment chargeable against any Water Lot for which a full assessment is payable shall not exceed \$200.00 per month.

(d) The Board of Directors may provide that annual maintenance assessments shall be paid, quarter-annually, semi-annually or annually on a calendar year basis; provided, however, until the Owners are notified to the contrary, the annual maintenance assessments shall be paid quarter-annually. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year; (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member; and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

(e) At each closing involving the transfer of title to a Lot, the new Owner shall pay any and all unpaid annual maintenance assessments due and owing from the acquisition date of the Lot to the end of the appropriate billing period.

**5.05 Special Capital Assessments and Special Individual Assessments.**

(a) In addition to the annual assessments authorized by Section 5.04 hereof, the Board of Directors may, without owner approval, levy special assessment(s) up to a maximum of \$100,000.00, in any fiscal year, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of or upon the Common Properties, unexpected repair or replacement of a capital improvement upon the Properties or Common Properties or to cover unanticipated or unbudgeted expenses. The Board of Directors may levy a special assessment in any amount over \$100,000.00 only with the approval of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

(b) At the discretion of the Board of Directors, the Association may levy special individual assessments against individual Lot owners if:

(i) the conduct of such Owner was in violation of this Declaration and resulted in a monetary fine being imposed against such Owner's Lot, in which case the fine shall constitute a special individual assessment; or

(ii) the willful or negligent conduct of such Owner, as opposed to ordinary wear and tear, resulted in damage to the Common Properties, in which case the cost incurred to repair such damage less any insurance proceeds received shall constitute a special individual assessment; or

(iii) the Owner constructed an unapproved improvement on the Owner's Lot, in which case the cost incurred by the Association to remove or correct the violation shall constitute a special individual assessment; or

(iv) the Owner, at the Owner's request, receives benefits, items or services not provided to all Lot Owners, in which case the amount of the benefit received or the cost incurred to provide such benefit, whichever is greater, shall constitute a special individual assessment; or

(v) the Owner is required by this Declaration or any rules and regulations promulgated thereunder to reimburse the Association for expenses occasioned by the acts or omissions of such Owner, in which case the amount of the expense shall constitute a special individual assessment.

**5.06 Non-Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments for Interior Lots and Water Lots.** Annual Maintenance assessments and special capital assessment will differ as between Interior Lots and Water Lots. However, both annual maintenance assessments and special capital assessments (excepting therefrom special individual assessments) must: (i) be fixed at a uniform rate for all Interior Lots; (ii) be fixed at a uniform rate for all Water Lots; and (iii) be payable as set forth herein.

**5.07 Date of Commencement of Assessments; Due Dates; No Offsets.** The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable quarter-annually in advance, on the first day of each payment period thereafter, as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. Annual maintenance, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to the incorporation of the Association. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

**5.08 Duties of the Board of Directors with Respect to Assessments.**

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject

thereto. Such notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the Assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new assessment is fixed.

(d) The Board of Directors shall upon demand at any time furnish to any Owner liable for said Assessment a certificate signed by an officer or agent of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

#### 5.09 Non-Payment of Assessment.

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum lawful rate.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorneys' fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment, made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot.



To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Dallas County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action,

and

- (iv) any other costs of collection;

and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. The Association may sue for unpaid assessments and other charges, however, without foreclosing or waiving the lien securing same.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Declaration and/or the Bylaws.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

5.10 Subordination of the Lien to Mortgages. The lien securing the payment of the

Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

5.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties.

## ARTICLE VI

### GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Properties, the Common Properties and the Owners, shall provide and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 herein.

(b) Care and maintenance of the landscaping, water features, screening walls and entry features which may be constructed by Declarant on the Common Properties or on private property. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered

to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties and/or the Lots, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

d) Controlled access services and maintenance of the controlled access system (including, but not limited to, a guard house, guard service and controlled access gates) which may be constructed by Declarant on the Common Properties or on private property. Maintenance may include, but not be limited to, all repairs, rebuilding and cleaning as required. The exact scope of controlled access services shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the operation and maintenance of the controlled access system, including guard service. Controlled access services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(e) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(f) Legal and accounting services.

(g) A policy or policies of insurance insuring the Association, its officers and directors against any liability to the public or to the Owners' (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.

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

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

(j) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(k) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(l) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties; and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

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

(n) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(o) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(p) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(q) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.

(r) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(s) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules. The Board may, in its discretion, impose a fine or monetary penalty against any Owner and his/her Lot for any violation of any provision of this Declaration, the Bylaws or the rules and regulations.

6.02 Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full

power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. No Member, officer of the Association or member of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall Declarant ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

6.05 Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. Capital expenditures from this fund may include by way of example, but not be limited to, street, street light and screening wall repair, water features and drainage channel improvements or repair of major damage to the Common Properties not covered by insurance.

## ARTICLE VII

### INSURANCE; REPAIR AND RESTORATION

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

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

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

(c) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers and directors liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 Mortgagee Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 7.02 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements are satisfied.

7.05 Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary or reconstruction of the damaged improvements within one (1) year after the, date that the damage occurs.

## ARTICLE VIII

### USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

8.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

8.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

8.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith. The Board shall also have the power to impose fines or monetary penalties against any Owner for any violations of this Declaration, Bylaws or rules and regulations by the Owner, occupant or any guest.

## ARTICLE IX

### USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

9.01 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex apartment, garage apartment, or other apartment use.

9.02 Minimum Lot Area. Each Lot shall contain at least eight-thousand (8,000) square feet. No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots then owned by

Declarant, so long as, such replat results in each resubdivided Lot containing not less than the minimum Lot size prescribed by the zoning ordinances of the City of Dallas, Texas. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 9.03 shall be exercisable only by Declarant.

9.03 Minimum Floor Space. All floor area referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breeze ways attached to the main dwelling. Each dwelling containing one story constructed on any Lot shall contain a minimum of two-thousand seven hundred (2,700) square feet. Each dwelling containing more than one story constructed on any Lot shall contain a minimum of three thousand (3,000) square feet, of which not less than two thousand five hundred (2,500) square feet shall be covered ground floor area.

9.04 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Properties and the Owner seeking such consolidation shall be solely responsible for any and all costs and expenses of such consolidation, including, but not limited to the costs of replatting, governmental fees, and fees for professional services whether incurred by such Owner, Declarant or the Committee. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

9.05 Setback Requirements and Building Location. All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the City of Dallas and the requirements of the Plat. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

9.06 Height. No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum height allowed by the City of Dallas, such height to be measured and determined in accordance with the method approved by the City of Dallas.

9.07 Driveways. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the



Architectural Control Committee before the residential structure located on such Lot may be occupied or used. All driveway aprons and sidewalks within the right of way must be appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots then owned by Declarant, so long as, such replat results in each resubdivided Lot containing not less than the minimum Lot size prescribed by the zoning ordinances of the City of Dallas, Texas. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 9.03 shall be exercisable only by Declarant.

9.08 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

9.09 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, private drainage systems, drainage easements, or Common Properties, and in conformity with the Lot grading plan submitted to and approved by the Committee and the general drainage plans for the subdivision. All roof gutter downspouts and deck drains shall be connected to an underground drainage system, unless otherwise approved by the Architectural Control Committee. Each underground drainage system shall (i) discharge into the private drainage system installed by Declarant, if Declarant has installed such a system on each Lot; (ii) be "daylighted" to grade where the discharged point is concealed; or (iii) discharge through the concrete street curb, provided the curb is core drilled and requires no patched concrete on the then existing curb or gutter. The Architectural Control Committee may, in its sole discretion, allow roof gutter downspouts to discharge above ground, if the water exiting the downspout will travel directly to a street, drainage system, drainage easement or Common Property.

9.10 Retaining Walls. Retaining walls visible from any portion of the Common Properties, including but not limited to those facing any of the water features, shall be restricted to structurally engineered and designed walls made from stone or split-faced masonry conforming with the guidelines established in the bulletins published by the Committee. It shall be the intent of Declarant, the Association and the Architectural Control Committee to promote visual continuity in and around the Common Properties. No drains or conduits shall be located within or pass through any retaining wall without the prior written approval of the Committee. In the event (i) the general drainage plan for the subdivision; (ii) the Lot grading plan submitted by an Owner for approval by the Committee; or (iii) the Committee after its review of the Lot grading plan submitted by an Owner provides for the installation and construction of a retaining wall between two (2) Lots, the Owner on the "high side" shall be responsible for the costs and expenses of constructing and installing such retaining wall, unless otherwise provided in writing by the Committee.

9.11 Mailboxes and Address Plaques. Each Lot shall have a mailbox, constructed of materials identical to those used on the exterior of the residence located on such Lot and shall be subject to the approval of the Committee as to location and design. Address plaques shall be (i) attached to each mailbox; (ii) made of brass, bronze, or cast stone; and (iii) installed in the masonry of the mailbox. Any variance to these conditions must be approved by the Architectural Control Committee.

9.12 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be required during building construction. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

9.13 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, stone, stucco, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Properties shall not have less than eighty percent (80%) brick, stone or stucco construction. The exterior portions of each chimney or fireplace shall be one hundred percent (100%) brick, stone or stucco construction. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, stone or stucco wall area of a residence. No previously used materials, other than fired antique brick, shall be permitted on the exterior of the residential structures located within the Properties, without the prior written approval of the Architectural Control Committee.

The use of various roofing materials within the subdivision shall be permitted, however, no roofing material shall be used without first obtaining the Architectural Control Committee's written approval of same. The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and, which are consistent with the external design, color and appearance of other improvements within the subdivision. As of the date of this Declaration, the Committee will consider 400 pound Timberline composition roofing as the minimum standard of quality for roofing material to be used in the Properties. The roof pitch of any structure shall be 8" x 12" minimum. Any deviation of roof pitch- must be approved in writing by the Architectural Control Committee. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.

(b) Construction of a new single family dwelling on any Lot shall include the placement of a five (5) foot wide concrete sidewalk immediately behind the curb and across the entire

frontage of such Lot. Such sidewalks shall be constructed in conformity with the then existing ordinances, standards and codes promulgated by the City of Dallas and any applicable bulletins issued by the Committee. It shall be the intent of the Declarant, the Association and the Architectural Control Committee to match the color of the sidewalks to the adjacent street curb by the use of concrete admixtures.

(c) Each residential structure shall have installed on the outside wall thereof a service riser conduit. No such conduit shall be visible from public streets, Common Properties or adjoining Lots.

(d) No above ground-level swimming pools shall be installed on any Lot.

(e) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(f) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

(g) Basketball backboards may be installed on freestanding poles twenty (20) feet behind the front building line of such Lot. Any other locations will require the express written approval of the Architectural Control Committee.

9.14 Garages and Servants Quarters. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Each Lot shall also provide off-street parking for at least two (2) additional automobiles. All garage doors shall be equipped with an automatic and remote controlled door opener, and shall be closed at all times when not in use. All garage doors facing a street or any of the Common Properties must be a single bay width and architecturally enhanced through materials and detailing. Detached garages, servants quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porte cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless a new garage is constructed to meet the requirements of this Section. Porte cocheres must be approved in writing by the Architectural Control Committee.

9.15 Landscaping and Sprinkler System. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions

thereto, shall be subject to the written approval of the Architectural Control Committee. Each Lot on which a residential dwelling is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to all front yards and all side yards not enclosed by solid fencing. Each Lot shall be planted with at least eight (8) caliper inches of oak trees; provided, however, any oak tree used to satisfy this requirement shall contain at least three (3) caliper inches. Preservation of existing trees is encouraged and credit may be given toward the planting requirements for trees preserved in a healthy condition. The grass in all front yards shall be solid sod common Bermuda grass, unless otherwise approved in writing by the Committee. Weather permitting, each Lot shall be fully landscaped within one hundred twenty (120) days after the date the residence thereon is ninety-five percent (95%) complete. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition.

9.16 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee will strive to protect and preserve lake, creek and other natural views of the Owners. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum front building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the City of Dallas. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City of Dallas. No wall or fence shall be erected or placed along the perimeter of any Lot where a wall or fence already exists. No chain link fence or other wire type fence shall be erected on Any Lot. Chain link fencing on tennis courts will only be allowed with the express written approval of the Architectural Control Committee. All service and sanitation facilities, clothes lines, wood piles, tool sheds, swimming pool equipment and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from the adjoining Lots, residential streets and Common Properties. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing.

(a) Front Yard Fencing. Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines. All fencing within the first ten feet (10') behind the primary building facade shall be ornamental metal, with columns of the material used in the residence located on such Lot or of construction identical to the type of construction used on the residence located on such Lot. Fencing from ten feet (10') behind the primary building facade may be constructed of wood with a minimum 18" x 18" column of the material used in the residence located on such Lot. In locations where a gate is required, the gate shall be constructed as provided above or in accordance with bulletins/guidelines issued by the Architectural Control Committee.

(b) Side and Rear Yard Fencing. Fencing between Lots shall be of wood material,

provided that such wood fence is of spruce material or better, has slats four (4) to eight (8) inches wide which are installed vertically only (not horizontally or diagonally), is no higher than eight (8) feet.

(c) Side or Rear Yard Fencing Visible from Streets (i.e. Corner Lots). Fencing shall be constructed as noted in Subparagraph (b) above, however, columns must be built with maximum spacing of twelve (12) feet from column center to column center and the brick or stone must be identical to the brick or stone used in constructing the residence located on such Lot and if the wood is stained it shall be stained in accordance with the bulletins published by the Architectural Control Committee on any surface facing a street, Common Properties, or adjoining Lot.

(d) Side or Rear Yard Fencing Facing Water Features and Common Properties. No fencing, except for five (5) foot high decorative metal fencing, shall be constructed within fifteen (15) feet of Lot lines abutting Common Properties without the express written approval of the Architectural Control Committee. All decorative metal fencing shall be constructed and installed in accordance with the bulletins published by the Architectural Control Committee.

The Architectural Control Committee shall promulgate specific Design Guidelines governing the composition, location and appearance of screening walls, fences and hedges to be located on the Lots.

9.17 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Dallas, Texas, for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Dallas, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal or plastic, with tightly-fitting lids, or other containers approved by the City of Dallas, Texas, and which shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb abutting his Lot only on those days designated by the City of Dallas, Texas, as trash collection days; provided, however, such trash must be kept neatly contained in a sanitary, tightly-sealed metal, plastic or other container. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

9.18 Exterior Lighting. No exterior light, including landscape lighting, shall be installed or maintained on any Lot without the prior written approval of the Architectural Control

Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

9.19 Window Coolers. No window or wall type air-conditioners or water Coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

9.20 Antenna and Satellite Dish Restrictions. Antenna is any device used for the receipt of video programming services, including direct broadcast satellite ("DBS"), television broadcast and multipoint distribution service ("MDS"). DBS and MDS antennas that exceed one meter in diameter or diagonal measurement are prohibited on the Properties and Lots, unless approved in writing by the Committee. DBS and MDS antennas which are one meter or less in diameter or diagonal measurement and antennas designed to receive television broadcast signals (regardless of size) may be installed pursuant to guidelines or rules promulgated by the Board of Directors. All other antennas or devices for reception of signals are prohibited unless approved by the Committee pursuant to Article X of the Declaration.

9.21 Solar Panels. No solar panels shall be permitted on the roof of any structure constructed on any Lot.

9.22 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, presale or construction trader; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trader, trailer, mobile home, camp mobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate Owner or concealed from view from adjoining Lots, Common Properties, or public streets.

9.23 Parking. On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be

adopted by the Board of Directors. Parking in driveways is permitted.

9.24 Signs. No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots; (ii) the patriotic display of flags not exceeding 4' x 6' in size shall be permitted on customary holidays; and (iii) signs of customary dimensions (3' x 4' maximum) advertising said property or portions thereof for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Dallas, Texas, as such standards may be applicable to the Properties.

9.25 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Any dirt removed from a Lot shall be deposited in a location outside of the subdivision. Minimum finished floor elevations established on the Plat shall be maintained.

9.26 Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

9.27 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets [not to exceed three (3) adult animals) may be kept, provided that they are not kept, bred or maintained for commercial purposes.

9.28 Swimming and Fishing. No wading, swimming or fishing shall be allowed in any water feature, lake, waterway or drainage way situated within the Common Properties.

9.29 Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way appurtenant thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;

- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking area, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
- (xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions of Section 9.29(b) above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum equal to two (2) times the cost of the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Sections 9.29 (a), (b) and (c) above shall, jointly and severally, be liable for the cost of such work [such costs constituting a special individual assessment as specified in Section 5.05(b) hereof] and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such



work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

(e) Owners and their contractors or builders are subject to and must comply with Paragraphs (a), (b), (c) and (d) of this Section 9.29 during any construction, modification or repair of any improvement on or aspect of their Lot. In the event an Owner fails to perform his duties under paragraph (a), at its sole discretion, the Board of Directors may require the Owner or contractor to pay a deposit in any amount for purposes of defraying the costs anticipated with the Association having to bring the Lot into compliance.

9.30 Maintenance of Common Properties. The Common Properties (including landscaping comprising portions of the Common Properties) are described, in part, on Exhibit "B" attached hereto. All landscaping and improvements placed or erected on the Properties by Declarant and identified on Exhibit "B" shall be owned and maintained by the Association.

9.31 Tennis Courts. No tennis court shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design, screening, location, materials, lighting and appurtenances of any tennis court shall be subject to the prior written approval of the Committee. Chain link fencing on tennis courts will only be allowed with the express written approval of the Committee. Exterior lighting of tennis courts shall be prohibited after 8:00 P.M. Central Standard Time during the months of November, December, January, February, March and April. During all other months exterior lighting of tennis courts shall be prohibited.

9.32 Building Permits. No Owner shall commence construction of any improvements on the Lot owned by such Owner until the plans and specifications for the improvements to be constructed have been approved by the Architectural Control Committee in accordance with Article X of the Declaration and the Owner has obtained a building permit from the appropriate governmental authorities allowing the construction of such improvements.

9.33 Enforcement. The Association, through its Board of Directors, may impose a fine or monetary penalty against any Owner and his/her Lot for any violation or breach of any provision of Article IX.

## ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

10.01 Architectural Control Committee. The Architectural Control Committee (the "Committee") shall be composed of three (3) individuals selected and appointed by the Board of Directors. The Committee shall use its best efforts to provide and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the

representative of the owners for the purposes herein set forth, as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the Board of Directors shall have full authority to designate and appoint a successor. No member of the Committee or the Board of Directors, nor its designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages arising out of services performed, actions taken, or inactions in connection with any undertaking, responsibility or activity hereunder or request for action hereunder.

10.02 Architectural Approval. No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement; (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping; (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces. As long as Declarant holds title to any of the Lot, the Committee shall also approve, in writing, the individual or entity that will construct the single-family residence on any such Lot.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval along with the review fee deposit required by Section 10.06 herein. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing and sent to the Owner on or before sixty (60) days from the date on which the Committee received the request for approval of the plans and specifications. The Board of Directors may, at any time prior to the Committee's written approval or disapproval, intervene in the Committee's deliberations and decisions and issue a ruling or decision on the submitted plans and specifications, and the Committee must accept and abide by the Board of Directors' ruling or decision. In the event an Owner fails to post the deposit required by Section 10.06

hereof, the Committee has no obligation to respond and the Owner's submission is automatically deemed rejected and unapproved without the Committee having to take any action.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee may, from time to time, publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Covenants and Restrictions.

It is the intent of Declarant that these Covenants and Restrictions and any bulletins issued by the Committee promote harmonious design throughout the Properties. However, approval of the plans and specifications by the Committee and compliance with the bulletins issued by the Committee does not insure compliance with the building code and other restrictions imposed by the applicable governmental authorities nor does it insure backyard privacy.

10.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community; provided, however, in no event shall any such variance reduce required floor area by more than ten percent (10%). No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

10.04 Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

10.05 No Liability. Neither Declarant, the Association, the Committee, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaim all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

10.06 Review Fee. The Board of Directors or Committee may, in their sole discretion, establish a fee to be paid by Owners for the review of plans and specifications submitted to the Committee under this Article and for supervising and monitoring compliance of construction with the approved plans and specifications. The Board of Directors or Committee may also engage non-affiliated consultants, engineers, architects or other persons to assist in the review and supervision processes. The Board of Directors or Committee may also require the Owner to pay a deposit to the Association in the amount of the review fee. The Owner is responsible to pay the Association any amount and/or costs of review or supervision which exceed the deposit. An Owner's submission of proposed plans and specifications pursuant to Article X, Section 10.02 is not deemed valid unless and until the deposit required herein is paid. In the event an Owner fails to post the deposit required herein, the Committee has no obligation to respond pursuant to Section 10.02, and the Owner's submission is automatically deemed rejected and unapproved without the Committee having to take any action. Any fee or costs not paid by an Owner or incurred by the Committee which exceed the deposit shall be assessed against the requesting Owner's Lot and collected as a special individual assessment against the submitting Owner's Lot pursuant to Article V of this Declaration. In addition, the Board of Directors or the Committee may require the Owner to post additional monies as a deposit for the purpose of defraying the costs associated with bringing the Lot into compliance with approved plans and specifications, correcting any violations of the Declaration, guidelines or rules and regulations or achieving compliance with Section 9.29.



11.03 Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

11.04 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

11.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

11.06 Universal Easement. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

11.07 Easement for Maintenance and Repair of Lakes and Banks of Lakes. Declarant does hereby perpetually dedicate, establish, create and set aside a non-exclusive ten (10) foot wide easement over, across and upon the Properties, such easement to extend ten (10) feet in width along and around the entire length of any lakes, water features and drainage ways situated on the Common Properties. Such easements are reserved for the exclusive benefit of Declarant, the Association and their respective successors and assigns, for the maintenance of the lakes, water

features, drainage ways, or the edges of such lakes, water features and/or drainage ways situated within the Common Properties.

11.08 Wall and Landscape Easement. An easement of varying width has been established on the Plat for the maintenance and repair of the perimeter screening wall and the associated landscape and irrigation. Owners shall not alter, paint or otherwise use such walls even though such walls and easements may be located on or adjacent to such Owner's Lot.

## ARTICLE XII

### GENERAL PROVISIONS

12.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Dallas County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast seventy percent (70%) of the votes of the Association, in the aggregate, regardless of class, has been recorded in the Office of the County Clerk of Dallas County, Texas, agreeing to abolish or terminate these Covenants and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

12.02 Amendments. Notwithstanding Section 12.01 of this Article, these Covenants and Restrictions may be amended and/or changed only by the affirmative vote or written consent, or any combination thereof, of the Owners representing a majority of the total votes of all the Members entitled to vote in the Association. Any and all amendments shall be recorded in the office of the County Clerk of Dallas County, Texas. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. Notwithstanding the provisions of this Section 12.02, the Board may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only or is necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination or to satisfy any requirement of an institutional or governmental lender, purchaser or guarantor of mortgage loans.

12.03 Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association or 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. The Association may also impose a fine or monetary penalty against any Owner and his or her Lot for any violation by the Owner, any occupant or guest of the Declaration, Bylaws or rules and regulations. In the

event of any violation of the Declaration, the Bylaws or the rules and regulations, the Association has the right, but not the obligation, to enter upon the Owner's Lot and cure the violation, perform any maintenance or repair and/or remove or expel the person, thing or animal deemed to be in violation, without being liable for any damages for wrongful entry, trespass or otherwise to any person.

12.04 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision of this Declaration or the remainder of these Covenants and Restrictions which shall remain in full force and effect.

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

12.06 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

12.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.

12.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

12.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

**IN WITNESS WHEREOF**, the Association has caused this instrument to be executed as of the day and year first above written.



ASSOCIATION: THE DOWNS OF HILLCREST RESIDENTIAL ASSOCIATION, INC.

By: Fred Underwood

Its: PRESIDENT

DECLARANT: NORTH DALLAS/HILLCREST JOINT VENTURE, a Texas joint venture

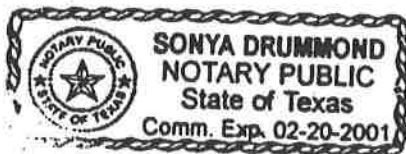
By: [Signature]

Its: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Fred Underwood, President of The Downs of Hillcrest Residential Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of April, 2000.



Sonya Drummond  
Notary Public in and for  
the State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kenneth R. Mitchell representative of North Dallas/Hillcrest Joint Venture, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE , this 10 day of August 2000.

Flaine Hasler  
Notary Public in and for  
the State of Texas



G/PUD.AMD/DOWNSOFHILLCREST

MEMPHIS 10A117183-46.665

**EXHIBIT "A"**  
**TRACT ONE**  
**46.665 ACRES**

BEING a tract of land out of the THOMAS DYKES SURVEY, Abstract No. 405 and being part of the City of Dallas Blocks B-1/7457, E/7457 and H/7457 and all of City of Dallas Blocks A-1/7457, C-1/7457, D-1/7457, F/7457 and G/7457 Dallas County, Texas and being part of the REPLAT OF PART OF THE DOWNS ON HILLCREST, an addition to the City of Dallas according to the plat thereof recorded in Volume 88075, Pages 3949, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point for the most southerly, southeast corner of said REPLAT OF PART OF THE DOWNS ON HILLCREST and for the intersection of the original north right-of-way line of Churchill Way (60.0 feet original width) with a corner cut-off line between said north line of Churchill Way and the west right-of-way line of Hillcrest Road (100.0 feet wide);

THENCE, leaving the said west right-of-way line of Hillcrest Road and with the said north right-of-way line of Churchill Way, South 87° 55' 58" West, a distance of 1350.67 feet to a point for corner;

THENCE, leaving the said north right-of-way line and with the east line of Lot 1, Block D/7457, THE DOWNS ON HILLCREST ADDITION, an addition to the City of Dallas, Texas according to the plat thereof recorded in Volume 7, Page 478A, Map Records of Dallas County, Texas, North 02° 04' 02" West, a distance of 95.00 feet to the beginning of a tangent curve to the left, having a central angle of 03° 40' 23", a radius of 2815.10 feet and a chord bearing and distance of North 03° 54' 14" West, 180.44 feet;

THENCE with the said curve, an arc distance of 180.47 feet to a point for the northeast corner of said Lot 1, Block D/7457;

THENCE South 88° 46' 58" West, a distance of 244.24 feet to a point for the northwest corner of said Lot 1, Block D/7457;

THENCE North 01° 00' 10" West, a distance of 180.77 feet to a point for the southwest corner of Lot 3, Block D/7457, THE DOWNS ON HILLCREST ADDITION;

THENCE North 78° 27' 25" East, a distance of 241.23 feet to a point for the southeast corner of said Lot 3 Block D/7457;

THENCE North 00° 55' 56" East, a distance of 39.83 feet to a point for the beginning of a tangent curve to the right, having a central angle of 19° 30' 02", a radius of 443.80 feet and a chord bearing and distance of North 10° 40' 57" East, 150.32 feet;

THENCE with the said curve, an arc distance of 151.05 to a point for the northeast corner of said Lot 3, Block D/7457;

THENCE North 78° 46' 24" West, a distance of 275.19 feet to a point for the northwest corner of said Lot 3, Block D/7457;

THENCE North 01° 00' 10" West, a distance of 226.88 feet to a point for a corner;

THENCE South 89° 46' 00" West, a distance of 40.00 feet to a point for corner;

THENCE North 01° 00' 10" West, a distance of 295.54 feet to a point for corner;

THENCE South 88° 47' 17" West, a distance of 17.91 feet to a point for a corner;

THENCE North 01° 58' 42" East, a distance of 52.04 feet to a point for a corner;

THENCE North 01° 42' 48" West, a distance of 514.08 feet to a point for a corner;

THENCE North 86° 42' 14" East, a distance of 856.85 feet to a point for the northwest corner of Lot 29, Block B-1/7457 of the beforementioned REPLAT OF PART OF THE DOWNS ON HILLCREST;

THENCE South 28° 19' 37" East, a distance of 158.40 feet to an angle point for a corner;

THENCE South  $51^{\circ} 53' 04''$  East, a distance of 58.11 feet to the beginning of a non-tangent curve to the right, having a central angle of  $84^{\circ} 34' 27''$ , a radius of 53.50 feet and a chord bearing and distance of North  $44^{\circ} 42' 48''$  East, 71.99 feet;

THENCE Northeasterly, with said curve, an arc distance of 78.97 feet to a point for the point of tangency of said curve;

THENCE North  $87^{\circ} 00' 00''$  East, a distance of 13.00 feet to a point for the beginning of a tangent curve to the right, having a central angle of  $147^{\circ} 17' 06''$ , a radius of 53.50 feet and a chord bearing and distance of South  $19^{\circ} 20' 55''$  East, 102.67 feet;

THENCE Southeasterly, with said curve, an arc distance of 137.54 feet to a point for the beginning of a reverse curve to the left, having a central angle of  $57^{\circ} 18' 03''$ , a radius of 22.62 feet and a chord bearing and distance of South  $25^{\circ} 39' 01''$  West, 21.70 feet;

THENCE Southerly, with the said curve, an arc distance of 22.62 feet to a point for the point of tangency of said curve;

THENCE South  $03^{\circ} 00' 00''$  East, a distance of 17.84 feet to a point for the beginning of a non-tangent curve to the right, having a central angle of  $08^{\circ} 59' 23''$ , a radius of 175.00 feet and a chord bearing and distance of South  $89^{\circ} 46' 24''$  East, 27.43 feet;

THENCE Easterly, with the said curve, an arc distance of 27.46 feet to a point for corner;

THENCE South  $01^{\circ} 17' 02''$  East, a distance of 50.39 feet to a point for the beginning of a non-tangent curve to the left, having a central angle of  $37^{\circ} 46' 20''$ , a radius of 125.00 feet and a chord bearing and distance of South  $78^{\circ} 15' 08''$  West, 80.92 feet;

THENCE Westerly, with the said curve, an arc distance of 82.41 feet to a point for the point of tangency of said curve;

THENCE South  $59^{\circ} 21' 58''$  West, a distance of 94.27 feet to a point for the beginning of a non-tangent curve to the right, having a central angle of  $24^{\circ} 22' 27''$ , a radius of 175.00 feet and a chord bearing and distance of South  $10^{\circ} 14' 01''$  East, 73.89 feet;

THENCE Southerly, with the said curve, an distance of 74.45 feet to a point for the beginning of a reverse curve to the left, having a central angle of  $11^{\circ} 21' 44''$ , a radius of 475.00 feet and a chord bearing and distance of South  $03^{\circ} 43' 40''$  East, 94.04 feet;

THENCE Southerly, with the said curve, an arc distance of 94.20 feet to the point for the beginning of a reverse curve to the right, having a central angle of  $67^{\circ} 05' 18''$ , a radius of 225.00 feet, and a chord bearing and distance of South  $24^{\circ} 08' 07''$  West, 248.66 feet;

THENCE Southwesterly, with the said curve, an arc distance of 263.46 feet to a point for the northeast corner of Lot 8, Block E/7457, REPLAT OF PART OF THE DOWNS ON HILLCREST;

THENCE South  $35^{\circ} 00' 00''$  East, a distance of 138.51 feet to a point for corner;

THENCE South  $88^{\circ} 44' 19''$  West, a distance of 25.61 feet to a point for the northeast corner of Lot 10, Block E/7457, REPLAT OF PART OF THE DOWNS ON HILLCREST;

THENCE with the east line of Lot 10, South  $18^{\circ} 55' 41''$  East, a distance of 92.13 feet to a point for the beginning of a non-tangent curve to the right, having a central angle of  $15^{\circ} 15' 00''$ , a radius of 252.89 feet and a chord bearing and distance of North  $62^{\circ} 27' 35''$  East, 67.11 feet;

THENCE Easterly, with the said curve, an arc distance of 67.31 feet to a point for the beginning of a reverse curve to the left, having a central angle of  $28^{\circ} 48' 29''$ , a radius of 300.00 feet and a chord bearing and distance of North  $75^{\circ} 40' 50''$  East, 149.26 feet;

THENCE Easterly, with the said curve, an arc distance of 150.84 feet to a point for the beginning of a reverse curve to the right, having a central angle of  $13^{\circ} 18' 06''$ , a radius of 325.00 feet and a chord bearing and distance of North  $67^{\circ} 54' 39''$  East, 75.09 feet;

THENCE Easterly, with the said curve, an arc distance of 75.26 feet to a point for the point of tangency of said curve;

THENCE North  $74^{\circ} 32' 42''$  East, a distance of 73.59 feet to a point for the beginning of a tangent curve to the right, having a central angle of  $09^{\circ} 26' 35''$ , a radius of 977.42 and a chord bearing and distance of North  $79^{\circ} 16' 00''$  East, 160.91 feet;

THENCE Easterly, with the said curve, an arc distance of 161.09 feet to a point for corner;

THENCE South  $01^{\circ} 10' 58''$  East, a distance of 50.19 feet to a point for the northwest corner of Lot 37, Block A/7457, REPLAT OF PART OF THE DOWNS ON HILLCREST;

THENCE South  $01^{\circ} 17' 16''$  East, a distance of 223.05 feet to a point for the northwest corner of the HILLWOOD ESTATES ADDITION, an addition to the City of Dallas, Texas according to the plat thereof as recorded in Volume 73098, Page 470, Map Records of Dallas County, Texas;

THENCE South  $00^{\circ} 01' 44''$  West, a distance of 428.98 feet to a point for the southwest corner of said HILLWOOD ESTATES ADDITION;

THENCE South  $89^{\circ} 12' 02''$  East, a distance of 131.53 feet to a point for corner;

THENCE North  $00^{\circ} 01' 40''$  East, a distance of 18.54 feet to a point for corner;

THENCE South  $88^{\circ} 33' 58''$  East, a distance of 124.20 feet to a point for the southeast corner of said HILLWOOD ESTATES ADDITION and being in the west right-of-way line of Hillcrest Road;

THENCE with the said west right-of-way line, South  $00^{\circ} 01' 44''$  West, a distance of 250.34 feet to a point for corner;

THENCE South  $43^{\circ} 58' 51''$  West, a distance of 14.40 feet to the POINT OF BEGINNING and containing 46.665 acres of land.

## TRACT TWO 14.374 ACRES

BEING a tract of land situated in the THOMAS DYKES SURVEY, Abstract No. 405 and being part of the City of Dallas Blocks A/7457, B-1/7457, D/7457, E/7457, and H/7457 and all of City of Dallas Block I/7457 and also being part of THE DOWNS ON HILLCREST, an addition to the City of Dallas as recorded in Volume 7, Page 478A, Map Records of Dallas County, Texas and also being a part of the REPLAT OF PART OF THE DOWNS ON HILLCREST, an addition to the City of Dallas as recorded in Volume 88075, Page 3949, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the west line of Hillcrest Road (100' ROW), for the southeast corner of Lot 38, Block H/7457 of the beforementioned REPLAT OF PART OF THE DOWNS ON HILLCREST and, the northeast corner of Lot 5, Block A of the beforementioned THE DOWNS ON HILLCREST;

THENCE along the north line of Lot 5, North  $89^{\circ} 58' 49''$  West, a distance of 259.48 feet to a point for the northwest corner of Lot 5;

THENCE North  $01^{\circ} 17' 16''$  West, a distance of 57.45 feet to a point for corner;

THENCE North  $01^{\circ} 10' 58''$  West, a distance of 50.19 feet to a point for corner for the beginning of a non-tangent curve to the left, having a central angle of  $09^{\circ} 26' 35''$ , a radius of 977.42 feet and a chord bearing and distance of South  $79^{\circ} 18' 00''$  West, 160.91 feet;

THENCE westerly, with the said curve, an arc distance of 181.09 feet to the point of tangency of said curve;

THENCE South  $74^{\circ} 32' 42''$  West, a distance of 73.59 feet to a point for the beginning of a tangent curve to the left, having a central angle of  $13^{\circ} 16' 06''$ , a radius of 325.00 feet and a chord bearing and distance of South  $67^{\circ} 54' 39''$  West, 75.09 feet;

THENCE westerly, with the said curve, an arc distance of 75.26 feet to a point for the beginning of a tangent curve to the right, having a central angle of  $28^{\circ} 48' 29''$ , a radius of 300.00 feet and a chord bearing and distance of South  $75^{\circ} 40' 50''$  West, 149.28 feet;

THENCE westerly, with the said curve, an arc distance of 150.84 feet to a point for the beginning of a tangent curve to the left, having a central angle of  $15^{\circ} 15' 00''$ , a radius of 252.89 feet and a chord bearing and distance of South  $82^{\circ} 27' 35''$  West, 67.11 feet;

THENCE westerly, with the said curve, an arc distance of 87.31 feet to a point for corner;

THENCE North  $19^{\circ} 55' 41''$  West, a distance of 92.13 feet to a point for corner;

THENCE North  $69^{\circ} 44' 19''$  East, a distance of 25.61 feet to a point for corner;

THENCE North 35° 00' 00" West, a distance of 138.51 feet to a point for the beginning of a non-tangent curve to the left, having a central angle of 67° 05' 18", a radius of 225.00 feet and a chord bearing and distance of North 24° 08' 07" East, 248.86 feet;

THENCE northerly, with the said curve, an arc distance of 283.46 feet to a point the beginning of a tangent curve to the right, having a central angle of 11° 21' 44", a radius of 475.00 feet and a chord bearing and distance of North 03° 43' 40" West, a distance of 94.04 feet;

THENCE northerly, with the said curve, an arc distance of 94.20 feet to a point for the beginning of a tangent curve to the left, having a central angle of 24° 22' 27", a radius of 175.00 feet and a chord bearing and distance of North 10° 14' 01" West, 73.89 feet;

THENCE northerly, with the said curve, an arc distance of 74.45 feet to a point for corner;

THENCE North 59° 21' 58" East, a distance of 94.27 feet to a point for corner at the beginning of a tangent curve to the right, having a central angle of 37° 46' 20", a radius of 125.00 feet and a chord bearing and distance of North 78° 15' 08" East, 80.82 feet;

THENCE easterly, with the said curve, an arc distance of 82.41 feet to a point for corner;

THENCE North 01° 17' 02" West, a distance of 50.39 feet to a point for the beginning of a non-tangent curve to the left, having a central angle of 08° 59' 23", a radius of 175.00 feet and a chord bearing and distance of North 89° 46' 24" West, 27.43 feet;

THENCE westerly, with the said curve, a distance of 27.46 feet to a point for corner;

THENCE North 03° 00' 00" West, a distance of 17.64 feet to a point for the beginning of a tangent curve to the right, having a central angle of 57° 18' 03", a radius of 22.82 feet and a chord bearing and distance of North 25° 39' 01" East, 21.70;

THENCE northerly, with the said curve, an arc distance of 22.63 feet to a point for the beginning of a tangent curve to the left, having a central angle of 147° 17' 06", a radius of 53.50 feet and a chord bearing and distance of North 19° 20' 55" West, 102.67 feet;

THENCE northwesterly, with the said curve, an arc distance of 137.54 feet to the point of tangency of said curve;

THENCE South 87° 00' 00" West, a distance of 13.00 feet to a point for the beginning of a tangent curve to the left, having a central angle of 84° 34' 27", a radius of 53.50 feet and a chord bearing and distance of South 44° 42' 46" West, 71.99 feet;

THENCE southwesterly, with the said curve, an arc distance of 78.97 feet to a point for corner;

THENCE North 51° 53' 04" West, a distance of 58.11 feet to a point for corner;

THENCE North 28° 18' 37" West, a distance of 158.40 feet to a point for the northwest corner of Lot 29, Block B-1/7457, REPLAT OF PART OF THE DOWNS ON HILLCREST;

THENCE North 86° 42' 14" East, a distance of 808.28 feet to a point for the northwest corner of Lot 11, Block D/7457, THE DOWNS ON HILLCREST ADDITION;

THENCE South 01° 17' 13" East, a distance of 363.46 feet to a point for corner;

THENCE South 42° 45' 22" East, a distance of 38.54 feet to a point for the beginning of a non-tangent curve to the left, having a central angle of 05° 37' 17", a radius of 970.00 feet and a chord bearing and distance of South 89° 31' 37" East, 95.13 feet;

THENCE easterly, with the said curve, an arc distance of 85.17 feet to the point of tangency of said curve;

THENCE North 87° 39' 44" East, a distance of 57.92 feet to a point for corner;

THENCE South 46° 09' 16" East, a distance of 34.62 feet to a point for corner;

THENCE North 87° 39' 44" East, a distance of 35.00 feet to a point in the west right-of-way line of Hillcrest Road (100' ROW);

THENCE with the said west right-of-way line, South 00° 01' 44" West, a distance of 583.83 feet to the POINT OF BEGINNING and containing 14.374 acres of land.

## EXHIBIT "B"

### COMMON PROPERTIES

#### Common Areas:

Any improvements and/or landscaping installed or to be installed by Declarant within the Common Areas shown on the plat of the properties. Such improvements may include by way of example, but not be limited to: pavilion, lakes, fountains (including electrical and mechanical components), bridges, arbors, screening walls, planters, retaining walls, sidewalks, landscape and irrigation.

#### Private street and utility easements:

Any improvements and or landscaping installed or to be installed by Declarant within the private street and utility easements shown on the plat of the properties. Such improvements may include by way of example, but not be limited to: the guardhouse and controlled access system (including all appurtenant structures, mechanical systems, and electrical systems), street paving (including subbase, poured in place concrete, and concrete pavers), street lights, retaining walls, sidewalks, landscape and irrigation.

#### Public rights of way:

Any improvements and/or landscaping installed or to be installed by the Declarant within the following public rights of way, where such rights of way abut the plat of the properties, (i) the medians and north right of way of Churchill Way, (ii) the east right of way of Coventry Way, and (iii) the west right of way of Hillcrest Road.

#### Screening wall:

Any masonry screening wall or ornamental metal fencing within the wall easements or common areas, shown on the plat of the properties.

*Note: Public utilities within the common properties and private street and utility easements are specifically excluded from the definition of the common properties, including: (i) storm drainage systems, sanitary sewer systems, and water distribution systems, which shall be owned and maintained by the City of Dallas, (ii) electrical distribution systems, which shall be owned and maintained by T. U. Electric, (iii) natural gas distribution systems, which shall be owned and maintained by Lone Star Gas Co., (iv) telephone systems, which shall be owned and maintained by Southwestern Bell Telephone, Inc., (v) cable television systems, which shall be owned and maintained by the cable television franchise.*

INTERIOR LOTS AND WATER LOTS  
6/5/95

INTERIOR LOTS

WATER LOTS

BLOCK	LOT	BLOCK	LOT
G-1/7457	11	F-1/7457	6
G-1/7457	12	F-1/7457	7
G-1/7457	13	F-1/7457	9
G-1/7457	14	F-1/7457	10
G-1/7457	15	F-1/7457	11
G-1/7457	16	F-1/7457	12
G-1/7457	17	F-1/7457	13
G-1/7457	19	F-1/7457	14
G-1/7457	21	F-1/7457	16
G-1/7457	22	F-1/7457	17
G-1/7457	23	F-1/7457	18
G-1/7457	24	F-1/7457	19
G-1/7457	25		
G-1/7457	28	C-1/7457	1A
G-1/7457	27	C-1/7457	2A
G-1/7457	28	C-1/7457	3A
G-1/7457	29	C-1/7457	4A
G-1/7457	30	C-1/7457	5A
G-1/7457	31	C-1/7457	6B
G-1/7457	32	C-1/7457	11A
G-1/7457	38		
G-1/7457	40	G-1/7457	33
G-1/7457	41	G-1/7457	34
G-1/7457	73	G-1/7457	35
G-1/7457	74	G-1/7457	36
G-1/7457	75	G-1/7457	37
G-1/7457	76A	G-1/7457	38
G-1/7457	77		
G-1/7457	78		
G-1/7457	79	E-1/7457	11A
G-1/7457	80	E-1/7457	12A
G-1/7457	81	E-1/7457	13A
G-1/7457	82	E-1/7457	18
G-1/7457	83	E-1/7457	19
G-1/7457	84	E-1/7457	20
G-1/7457	85	E-1/7457	21
G-1/7457	86A	E-1/7457	22
G-1/7457	87		
G-1/7457	88		
G-1/7457	89		
G-1/7457	90A		
G-1/7457	91		

*See page 2*

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EXHIBIT 'C'

INTERIOR LOTS AND WATER LOTS  
5/5/95

INTERIOR LOTS

WATER LOTS

BLOCK	LOT
G-1/7457	92
G-1/7457	93
G-1/7457	94
G-1/7457	95
G-1/7457	96
G-1/7457	97
G-1/7457	98
G-1/7457	99
G-1/7457	100
G-1/7457	101
G-1/7457	102
G-1/7457	103

BLOCK	LOT
E-1/7457	23
E-1/7457	24

C-1/7457	7B
C-1/7457	8B
C-1/7457	8A
C-1/7457	10A

E-1/7457	14
E-1/7457	15
E-1/7457	16
E-1/7457	17
<del>E-1/7457</del>	<del>18</del>

*Duplicate*

F-1/7457	8
F-1/7457	15

D-1/7457	1A
D-1/7457	2A
D-1/7457	3A
D-1/7457	4A
D-1/7457	5B
D-1/7457	6B
D-1/7457	7A
D-1/7457	8A
D-1/7457	9A
D-1/7457	10A
D-1/7457	11A
D-1/7457	12A
D-1/7457	13B
D-1/7457	14B
D-1/7457	15B

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