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RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
ADDISON PLACE

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RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ADDISON PLACE

THIS RESTATED DECLARATION supersedes and replaces that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 82101, Page 2387, of the Deed Records of Dallas County, Texas (the "Prior Declaration").

W I T N E S S E T H:

WHEREAS, the ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC. (the "Association") together with its individual members are the several owners of certain real property (the "Land"), more particularly described in Exhibit "A" hereto, which has been developed with a residential community known as ADDISON PLACE (the "Property"); and

WHEREAS, the Association has certain powers and duties, including (i) protecting the value, desirability, and attractiveness of the Property; (ii) maintaining certain lands and improvements within the Property; (iii) administering and enforcing the covenants and conditions governing the Property; (iv) collecting and disbursing all assessments and charges deemed necessary to such maintenance, administration, and enforcement; (v) amending the governing documents and the covenants, conditions and restrictions, as necessary; and (vi) performing such other services as may be deemed desirable to benefit the Owners; and

WHEREAS, the Association desires to amend its governing declaration of covenants, conditions and restrictions for the benefit of current and future owners of the Property and in so doing to replace and supersede in its entirety the Prior Declaration with a restatement of the governing declaration of covenants, conditions and restrictions to the Property; and

WHEREAS, such proposed amendment has been approved by the Association's board of directors and by sixty percent (60%) of the total eligible votes of the membership of the Association, as required by Section 7.2 of the Prior Declaration; and

NOW, THEREFORE, the Association, acting by and through its duly authorized officers, does hereby declare that the Land described above shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Restated Declaration of Covenants, Conditions and Restrictions herein set forth which shall run

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with the real property and be binding on all parties having or acquiring any rights, title, or interest in the Land or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, it being hereby expressly declared that the Prior Declaration is in all respects and all wise replaced and superseded by the Restated Declaration of Covenants, Conditions and Restrictions herein set forth.

ARTICLE I
DEFINITIONS

1.1 INTERPRETATION. Whenever used in this Declaration and in the other Documents, as herein defined, unless the context shall provide otherwise, a reference to one gender shall include all genders. Similarly, a reference to the singular shall include the plural, the plural the singular, where the same would be appropriate.

1.2 DEFINITIONS. The following words and phrases shall have specified meanings whenever capitalized and used in this Declaration and in the other Documents, as herein defined, unless otherwise expressly provided.

a. "Area of Association Responsibility" refers to those portions of the Lots which are the responsibility of the Association to maintain pursuant to Section 5.1.b.

b. "Assessment" means the charges assessed against each Lot and Owner pursuant to the Documents and include Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as defined in Article VII.

c. "Association" means ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

d. "Board" or "Directors" means the Board of Directors of the Association as provided for in the Bylaws.

e. "Bylaws" means the Bylaws of the Association, and all amendments thereto.

f. "Common Expense" means all lawful expenditures made or incurred by or on behalf of the Association, including actual and estimated expenses of operating the Association and any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Documents.

g. "Common Properties" means (i) all personal property owned or leased by the Association and (ii) all real property owned or leased by the Association, including, without limitation, Lots 8 through 13, inclusive, of Block H, Addison Place (the "Clubhouse Lots") and subject to this Declaration, being all of the Land and improvements thereon, excepting and excluding all Lots other than the Clubhouse Lots and any right, title, or interest in or to any portion of the Land owned by any public utility or governmental entity.

h. "Declaration" means this Restated Declaration of Covenants, Conditions and Restrictions, and all amendments hereto, as recorded in the Deed Records of Dallas County, Texas.

i. "Documents" means, singly or collectively as the case may be, this Declaration, the Bylaws, the Association's Articles of Incorporation, the Rules and Regulations of the Association from time to time in effect, and all amendments to any of these.

j. "Eligible Mortgagee" (also referred to as the eligible lender) means a first mortgage holder who has requested from the Association notice of certain matters, pursuant to Section 17.3.

k. "Eligible Vote" means the vote appurtenant to each Lot eligible to be counted for quorum purposes and to be cast on an issue at hand pursuant to Section 6.4.

l. "Home" means any individual residential dwelling structure including that portion of same which is a wholly enclosed parking garage.

m. "Land" means those certain tracts of land located in Dallas County, Texas, and more particularly described in Exhibit "A" hereto, and such additional land as may be subjected to this Declaration by subsequent amendment.

n. "Lot" means a portion of the Land, other than Common Properties, to be individually and separately owned and all improvements thereon.

o. "Member" means every person or entity who owns one (1) or more Lots and thereby holds membership in the Association. Every Member shall be an Owner of a Lot.

p. "Mortgagee" means the beneficiary or holder of a recorded first and superior mortgage, vendor's lien, or deed of trust on any Lot.

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q. "Occupant" means a person in possession of a Home, regardless of whether said person is an Owner.

r. "Owner" means the record Owner, whether one (1) or more persons or entities, of a fee title to any Lot. Contract sellers and Mortgagees who acquire fee title to any Lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure shall be Owners. Persons or entities having ownership interests merely as security for the performance of an obligation shall not be Owners. Every Owner shall be a Member of the Association.

s. "Patio" means that portion of a Lot outside the Home and wholly bounded by walls, fences, and gates, and being customarily referred to as a patio, sideyard, backyard, courtyard, or atrium.

t. "Personal Property" means everything that is the subject of ownership, not coming under the denomination of real estate, including, without limitation, any property which is movable.

u. "Property" means, collectively, the Land, Lots, and Common Properties known as ADDISON PLACE, more particularly described and shown on the recorded subdivision plat for Addison Place, an Addition to the City of Addison, Dallas County, Texas, recorded at Volume 82038, Page 1386, Plat Records, Dallas County, Texas, and as depicted by Exhibit "B" hereto, and all improvements thereon, including all Homes.

v. "Rules and Regulations" means rules and regulations, adopted by the Board in accordance with the Bylaws as same may be amended from time to time.

w. "Exterior Parking Space" means the parking space located within each Lot with direct access from the public right-of-way to which said Lot is adjacent. When taken together with the two parking spaces provided by the enclosed garage portion of a Home, the Exterior Parking Space is the third parking space required by Public Ordinance No. 604, City of Addison, relating to Addison Place.

ARTICLE II
PROPERTY SUBJECT TO DOCUMENTS

2.1 PROPERTY. The Property, including every Home, Lot, and all Common Properties, is and shall be held, transferred, sold, conveyed, leased, and occupied subject to this Declaration, the Bylaws, the Rules and Regulations, and all amendments to any of these. Every Owner shall be responsible to the Association and to

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the other Owners for the conduct of his family, guests, employees, agents, contractors, tenants, and his tenant's family, guests, employees, agents, and contractors on the Property and their compliance with provisions of the Documents.

2.2 ANNEXATION OF ADDITIONAL LAND. The Association shall have the right and power to annex real property to the provision of this Declaration and the jurisdiction of the Association, subject to the consent of the owner thereof; provided, however, no such annexation shall be effective unless and until this Declaration is amended as provided in Section 18.3.

2.3 TRANSFER OF COMMON PROPERTIES. The Board shall have the right and power to convey, dedicate, or transfer all or any part of the real property constituting a portion of the Common Properties for such purposes and upon such terms and conditions as may be agreed to by the consent of not less than two-thirds (2/3) of the Eligible Votes; provided, however, no such conveyance, dedication, or transfer shall be effective unless and until this Declaration is amended as provided in Section 18.3. The portion of the Common Properties consisting of personal property may be conveyed, bargained, sold, or transferred by the Board acting upon its sole discretion in the best interest of the Association.

ARTICLE III OWNERS' RIGHTS AND EASEMENTS

In addition to the general and implied rights inherent in ownership of real property and membership in a non-profit corporation, and the rights and responsibilities contained elsewhere in the Documents, every Owner shall have the following rights and easements:

3.1 EASEMENT OF ENJOYMENT. Every Owner is hereby granted a right and easement of enjoyment in, over and through the Common Properties and to use of improvements therein. Such easement shall be appurtenant to and shall pass with the title to every Lot, subject to: (i) the rights and easements of the Association and other Owners and (ii) restrictions on use contained in the Documents.

3.2 EASEMENT OF INGRESS/EGRESS. Every Owner is hereby granted an easement upon, across, and through the Property as may be reasonably required for ingress and egress to his Lot.

3.3 RIGHT TO USE, LEASE OR SELL. Every Owner is hereby granted the absolute right to use, hold, occupy, lease, transfer, sell, and convey his Lot, subject only to the Documents, including the rights, easements, and restrictions contained therein.

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3.4 ENCROACHMENT EASEMENT. Every Owner is hereby granted an easement for the existence and continuance of any encroachment by his Home upon any adjoining Lot or Common Property now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of a Home, or as a result of condemnation, so that any such encroachment may remain undisturbed so long as the Home stands.

3.5 MAINTENANCE EASEMENT. Every Owner is hereby granted an easement in, upon, over, across, and through adjoining Lots and Common Properties for the maintenance, repair, or reconstruction of his Home. Such easement may not materially interfere with the use of an adjoining Lot or Common Properties and the Owner shall be obligated to restore the adjoining Lot or Common Properties to its original condition, at his expense, within a reasonable period of time. Requests for entry to an adjoining Lot shall be made in advance for a time reasonably convenient for the Owner of the adjoining Lot who shall not unreasonably withhold consent.

3.6 RIGHT TO DELEGATE. Every Owner is hereby granted the right to delegate his right of use and enjoyment in and to the Common Properties to the members of his family, his guests and tenants and shall be deemed to have made such delegation to the Occupants of his Lot.

ARTICLE IV ASSOCIATION'S RIGHTS AND EASEMENTS

In addition to the powers and rights granted to the Association by the Documents and by law, the Association shall have the following rights and easements:

4.1 GENERAL RIGHTS. The Association is hereby granted the right and power to do any and all things that are lawful for a non-profit mutual benefit corporation organized under the laws of the State of Texas, and which are necessary, proper, or desirable in operating for the peace, health, comfort, safety, enjoyment, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

4.2 EASEMENT OVER PROPERTY. The Association is hereby granted an easement and absolute right, upon, over, across, and under the Lots, Homes, and Common Properties:

a. To promulgate, amend, and enforce the Documents, including reasonable Rules and Regulations for the use, enjoyment, maintenance, and appearance of the Property;

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b. To perform maintenance and any other duties required of it by the Documents; and

c. To exercise any other rights and powers deemed necessary or desirable.

4.3 EASEMENT FOR ENTRY. The Association is hereby granted an easement over the Lots to enter upon any Lot or Home for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance of the Property and operation of the Association, which right may be exercised by the Association's Directors, officers, agents, employees, managers, and all persons legitimately engaged in the protection of life and property in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Notwithstanding the foregoing, nothing in this section gives the Association the right to enter an occupied home at any time.

4.4 RIGHT TO SELF-HELP. The easement for entry provided in Section 4.3. includes the right of the Association to enter upon a Lot or Home to abate or remove, using such force as may reasonably be necessary, any erection, thing, or condition which violates the Documents. Unless an emergency situation exists, the Board shall give the violating Owner fifteen (15) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees actually incurred, shall be an Individual Assessment against the Lot in violation.

4.5 RIGHT TO REGULATE COMMON PROPERTIES. The Association is hereby granted the right to charge reasonable fees for the use of any portion of the Common Properties and to limit the number of guests of Owners and Occupants who may use the Common Properties.

4.6 RIGHT TO ACQUIRE, HOLD, OR TRANSFER PROPERTY. The Association is hereby granted the right to acquire in its own name any right, title, or interest to real property for such purposes and upon such terms and conditions as may be agreed to by the consent of a majority of the Directors. Further, notwithstanding Sections 2.2 and 2.3, the Association is hereby granted the right to acquire in its own name any right, title, or interest to real or personal property, and to hold, use, maintain, insure, manage, lease, encumber, and transfer such acquired property, subject only to the approval of a majority of Directors, provided, however:

a. Such property is personal property; or

b. Such property is real property; or

c. Such real property constitutes whole or partial satisfaction of a debt to the Association; or

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d. Any and all net income or proceeds generated by such property shall become Common funds of the Association; or

e. A majority of Directors shall deem such acquisition and disposition to be in the best interests of the Association.

Property acquired by the Association in whole or partial satisfaction of a debt to the Association may not be retained by the Association for longer than is practicable under the circumstances to convert such property into cash (or its equivalent).

4.7 RIGHT TO BORROW MONEY. The Association is hereby granted the right, in accordance with the Bylaws, to borrow money for any purpose authorized by the Documents, subject to the ability of the Association to repay such borrowed funds from Assessments and further subject to this limitation on the amount: if the total original amount of such loan equals or exceeds a pro rata \$500.00 per Lot, the Board may only proceed after approval by a majority of the Eligible Votes. In aid thereof, the Association is hereby granted the right to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property, including its lien and receivables for Common Expenses, as security for money borrowed or debts incurred, provided that the rights of such mortgagee in said property shall be subordinate and inferior to the rights of the Owners under the Documents.

4.8 RIGHT TO ENFORCE DOCUMENTS. The Association shall have the right to enforce the Documents as follows:

a. The Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the provisions of the Documents.

b. The result of every act or omission which violates any provision contained in the Documents is hereby declared to be a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result.

c. The Association is hereby granted the right to suspend the enjoyment of the Common Properties (except rights of ingress and egress) of any Owner and the Occupants of his Lot, and their respective guests, for any period during which any Assessment against such Owner or his Lot remains unpaid. Such suspension shall not constitute a waiver or discharge of the Owner's obligation to pay Assessments.

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d. The Association is hereby granted the right, as part of and in conjunction with the authority of the Board to establish Rules and Regulations provided for elsewhere in these Documents, to levy reasonable charges in the nature of fines, as an Individual Assessment, against the Owner of a Lot if such Owner or the Occupant of his Lot, their respective family, guests, employees, agents, or contractors violate any provision contained in the Documents. Such charges may be levied for each infraction or for each day such infraction continues, and shall not constitute a waiver or discharge of the Owner's obligations under the Documents.

e. The Association is hereby granted the right to suspend the enjoyment of the Common Properties (except rights of ingress and egress) of any Owner and the Occupants of his Lot, and their respective guests, for any period during which said Owner or Occupant, or their respective family, guests, employees, agents, or contractors violate any provision contained in the Documents. Such suspension shall not constitute a waiver or discharge of the Owner's obligations under the Documents.

f. Failure by the Association or by any Owner to enforce any of the provisions contained in the Documents shall in no event be deemed a waiver of the right to do so thereafter.

g. The remedies herein provided for breach of the provisions contained in the Documents shall be deemed cumulative, and none of the remedies shall be deemed exclusive.

4.9 RIGHT OF STANDING. The Association is hereby granted the right to institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of the Association or two (2) or more Owners on matters affecting the Property or Association.

4.10 IMPLIED RIGHTS. The Association is hereby granted the right to exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4.11 THIRD PARTY EASEMENTS.

a. Utility easement. Any utility company or entity, public or private, furnishing utility service to the Property is hereby granted an easement in, upon, over, across, under and through the Property for ingress, egress, meter reading,

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installation, maintenance, repair, or replacement of all utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property and the Homes. Said utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security. Should any utility company or entity furnishing any of said services request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Board shall have the right to grant such easement, without soliciting approval of the Owners, provided that it does not materially impair the rights of any Owner.

b. Protection Easement. A blanket easement of unobstructed ingress and egress in, upon, over, across, and through the Property is hereby granted to all police, fire fighters, emergency medical personnel, and all persons legitimately engaged in the protection of life and property in the performance of their duties.

c. Delivery Easement. The United States Postal Service and delivery and courier services are hereby granted an easement to enter upon the Lots and Common Properties in the performance of mail or parcel delivery.

ARTICLE V MAINTENANCE AND REPAIR OBLIGATIONS

5.1 ASSOCIATION RESPONSIBILITY. The Association shall maintain, repair, restore, replace, control, manage, operate, and insure (i) all property owned by the Association and (ii) all of the Property, save and except those portions for which Owners are individually responsible as provided in Section 5.2.a. These duties shall be discharged when and in such manner as the Board shall deem appropriate. Restoration and replacement of those portions of the Property which are the responsibility of the Association will be undertaken in a manner and of such a nature as the Board may determine upon its sole judgment in the best interests of the Association. The cost thereof shall be a Common Expense funded by uniform Assessments against all Lots. The responsibilities of the Association pursuant to this Section 5.1. fall into the two following categories:

a. Common Properties. The Association shall maintain, repair, improve, restore, replace, control, manage, and operate all of the Common Properties, and shall pay utilities, insurance, taxes, and public assessments thereon. Common Properties subject to this requirement include, but are not limited to:

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(1) The swimming pool area, including pool equipment, decking, fences, and furniture;

(2) The clubhouse building, including offices and amenities;

(3) Landscaped greenbelts, including plant material, irrigation systems, and sidewalks;

(4) Any personal property, furnishings, and equipment owned by the Association; and

(5) Such other facilities, improvements, or areas owned by the Association and within the Property.

b. Area of Association Responsibility. The Association shall maintain, repair, restore, and replace, subject to the insurance and restoration provisions of this Declaration, the Area of Association Responsibility upon each Lot, which Area of Association Responsibility shall be limited to the following items:

(1) Paved sidewalks up to but not including the entry way porches of the Homes;

(2) All yards, plant materials, retaining walls, planter beds, sprinkler systems, and other improvements not within Patios.

5.2 OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for maintenance of the Property:

a. The maintenance, repair, restoration, improvement, and insurance of the Lot and all improvements within and thereon, save and except the Area of Association Responsibility, shall be the sole responsibility of the Owner thereof, who shall perform such responsibilities subject to the authority granted to the Association by the Documents.

b. Notwithstanding the foregoing, Owners are responsible for the maintenance, repair, replacement and painting of all exterior wooden trim and siding material, including, but not limited to, fences, air conditioner enclosures, caulk, utility accessories and any other painted exterior surfaces of Homes.

c. Each Owner shall have the duty to maintain and keep in good repair all portions of the Property for which he is responsible. No Owner may do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness or safety of the Property, reduce the value thereof, diminish the appearance thereof, or impair any easement.

d. Each Owner shall obtain approval by the Architectural Standards Committee before altering the appearance of any portion of his Lot, if such alteration is or may be visible from the street, Common Properties, or another Lot.

e. Each Owner shall be responsible for his own willful or negligent acts and those of the Occupants of his Lot, and their respective family, guests, agents, employees, or contractors when such acts interfere with the Association's performance of its maintenance responsibilities, or when such acts necessitate maintenance, repair, or restoration of the Common Properties, the Area of Common Responsibility, of the property of another Owner.

f. This Section 5.2 applies to Patios and the landscaping therein, as well as to structural improvements on the Lot.

5.3 OWNER DEFAULT. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and restore items for which he is responsible, the Board shall give such Owner written notice of the Association's intent to provide such necessary maintenance, repair, or restoration at Owner's sole cost and expense. The notice shall set forth, with reasonable particularity, the maintenance or restoration deemed necessary. The Owner shall have fifteen (15) days within which to complete said maintenance, repair, or restoration, or in the event such work cannot be completed within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If an Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or restoration at Owner's sole cost and expense, and said cost shall be an Individual Assessment. Notwithstanding the foregoing, in the case of an emergency the Board's responsibility to give the Owner written notice shall be waived and the Board may take any action it deems necessary to protect life or property, the cost of such action being the Owner's sole cost and expense.

ARTICLE VI
THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

6.1 **THE ASSOCIATION.** The Association is, at all times and will be, a non-profit, non-stock corporation organized and existing under the laws of the State of Texas. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation, and the Bylaws, together with the general and implied powers of a non-profit mutual benefit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the peace, health, comfort, safety, enjoyment, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

6.2 **MEMBERSHIP.** Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association, ownership of a Lot being the sole qualification for membership. Membership shall be appurtenant to and inseparable from ownership of a Lot. Each Member shall have the rights, duties, and obligations set forth in the Documents. No Owner, whether one (1) or more persons or entities, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by every Member, but in no event shall more than one (1) vote be cast for each Lot.

a. **Entity Members.** In the event a Member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association, with the exception that such person may not be elected or appointed to serve as a Director; provided, however, that such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Member, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with the Bylaws.

b. Transfer of Membership. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate such Owner's appurtenant membership in the Association, and said membership shall thereupon be vested in the purchaser or transferee of such Lot. Any attempt to separate membership in the Association from ownership of the Lot is void and will not be recognized by the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

c. Contract Sellers. A Member who sells his Lot to a contract purchaser under an agreement to purchase may delegate his membership rights to the contract purchaser. Such delegation must be in writing and must be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to such Lot is transferred.

6.3 VOTES. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required by Section 6.2 for membership. There shall be only one (1) vote appurtenant to each Lot. If a Lot is owned by more than one (1) person, all such Owners shall be Members; however, the vote for such Lot shall be exercised as they among themselves determine. A vote is not divisible, and in no event shall more than one (1) nor less than one (1) such vote be cast with respect to any Lot.

6.4 ELIGIBILITY OF VOTES. With respect to all actions to be taken by the Owners, both at meetings of the Association and otherwise, except as required expressly elsewhere in the Documents or by state law, the number of votes or consents, as the case may be, of Owners required (i) to determine a quorum; or (ii) to determine a majority; or (iii) to approve or disapprove an action, shall be based on the number of Eligible Votes. An "Eligible Vote" is the vote appurtenant to each Lot to be counted for quorum purposes and to be cast in all meetings, actions and decisions of the Members except that the vote appurtenant to the following Lots shall be suspended and shall not be counted as an Eligible Vote: (i) a Lot against which or which the Owner of which any Assessment is delinquent (see Section 9.1) at the time of voting; (ii) a Lot for which more than one (1) person or entity seeks to exercise the one (1) appurtenant vote; or (iii) any Lot owned by the Association. Notwithstanding the foregoing:

a. Mortgagee Votes. The rights of Mortgagees to vote in the affairs of the Association, as provided in Section 17.2.g., is not affected by this Section, except in the instance and to the extent that such Mortgagee is also an Owner.

b. Notice of Meetings and Actions. All Owners, irrespective of the eligibility of their votes, shall be given notice of (i) all meetings of the Association and (ii) all actions requiring a vote of the Owners, if such vote is to be cast by written consent and not at a meeting of the Association.

c. Notice of Delinquency. Prior to the casting of Eligible Votes, the Owner of any Lot against which Assessments are delinquent shall be notified, by the Board, of: (i) the fact of such delinquency; (ii) the amount necessary to satisfy the delinquency; (iii) the manner and time of payment, as determined by the Board, which will satisfy the delinquency and restore the vote's eligibility. Further, such Owner shall be provided an opportunity, prior to the casting of votes, to retire the delinquency and restore the eligibility of the vote appurtenant to such Owner's Lot.

d. Cure of Delinquency. In the event of a dispute between the Association and an Owner delinquent in Assessments regarding the validity of such delinquency, retirement of such delinquency by said Owner in order to restore the eligibility of said Owner's vote shall not constitute a waiver of the Association's obligation to return funds which were improperly assessed against said Owner or his Lot.

ARTICLE VII ASSESSMENTS

7.1 PURPOSE OF ASSESSMENTS. The Assessments provided for herein shall be used by the Association for the general purposes of promoting the recreation, health, safety, benefit, welfare, and enjoyment of the Owners and Occupants and, in particular, (i) to improve, maintain, repair, and restore the Property as required by this Declaration; (ii) to operate the Association and finance its duties as required by this Declaration; and (iii) to fund any and all Common Expenses required of the Association or the Owners by the Documents or by law. The decision of the Board with respect to the use of Assessments shall be final so long as made in good faith.

7.2 TYPES OF ASSESSMENTS. There are hereby created four (4) types of Assessments (Regular, Special, Individual, and Deficiency) which, from time to time, may be specifically levied by the Board against the Lots and which shall be supported by an Assessment lien as provided in Article VIII.

7.3 REGULAR ASSESSMENTS.

a. Purpose of Regular Assessments. Regular Assessments shall be used for Common Expenses related to the operation, maintenance, insurance, and reserve responsibilities of the Association, including but not limited to:

(1) Maintenance, repair, and replacement, as necessary, of all improvements, equipment, signage, and personal property owned by the Association;

(2) Maintenance, repair, and replacement, as necessary, of the Area of Association Responsibility;

(3) Landscape maintenance and replacement within the Common Properties, including irrigation and lighting;

(4) Landscape maintenance and replacement, including irrigation, within the Area of Association Responsibility;

(5) Any utilities billed to the Association and serving the Common Properties or the Area of Association Responsibility;

(6) Any services billed to the Association and serving all the Lots;

(7) Real estate and ad valorem taxes on the Common Properties and the Association's income taxes;

(8) Management, legal, accounting, auditing, and professional fees for services to the Association;

(9) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of direct benefit to the Association;

(10) Insurance premiums and deductibles;

(11) Contributions to the reserve funds; and

(12) Any other expenses which the Association is required by law or the Documents to secure or pay, or which in the opinion of the Board shall be necessary or proper for the operation and maintenance of the Property or for the enforcement of the restrictions and limitations contained in the Documents.

b. Annual Budget. The Board shall prepare and approve an estimated balanced annual budget for each Association fiscal year which shall take into account the estimated income and Common Expenses for the year, including reserve funds as required in Section 7.9. A summary of each estimated annual budget shall be available at the annual meeting and upon request from the management company, although failure to receive such summary shall not affect the liability of any Owner for any existing or future Assessments.

c. Basis of Regular Assessments. Regular Assessments for a given fiscal year shall be determined by dividing the annual budget, minus estimated income from sources other than Regular Assessments, by the number of Lots and shall be fixed at a uniform rate for all Lots, regardless of size, value, or location. If the Board shall not approve an annual budget or shall fail to determine new Regular Assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay the Regular Assessment as last determined. Regular Assessments for a given fiscal year will be payable in twelve (12) equal monthly installments due on the first day of each month; provided however, if, pursuant to the Bylaws, the Board of Directors so requires, Regular Assessments may be declared payable in quarterly or annual payments.

d. Interim Regular Assessment Increase. If, during the course of any fiscal year, it shall appear to the Board that the Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of such year, then the Board shall approve a budget supplement to cover the estimated deficiency for the remainder of the year. The Regular Assessment shall be increased by an amount determined by dividing the budget supplement by the number of Lots. The amount of the increased Regular Assessment per Lot will then be prorated evenly over the number of monthly or quarterly installments, as the case may be, remaining in that fiscal year. If the Regular Assessment for that fiscal year is payable by annual payment, the increased amount will then be due in full in that fiscal year on a date specified by the Board of Directors.

7.4 SPECIAL ASSESSMENTS. In addition to the Regular Assessments authorized above, the Board without consent of Owners may levy, in any fiscal year, one (1) or more Special Assessments for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments shall be at a uniform rate for all Lots. Notwithstanding the foregoing, the Board may not levy Special Assessments for the following two (2) purposes without the approval by a majority of the Eligible Votes present in person or by proxy at a special or annual meeting of the Association, notice of which shall specify that purpose:

a. Any Special Assessment which would cause the total amount of Special Assessments allocable to each Lot in any one fiscal year to exceed one-half (1/2) the Regular Assessment for such fiscal year; or

b. Any Special Assessment for the acquisition or construction of capital improvements which constitute additions to the Property, rather than repair or replacement of then-existing components of the Property.

At least thirty (30) days prior to the effective date of any special assessment, the Board shall notify the Owners of the amount of, the purpose of, and the due date of such special assessment.

7.5 INDIVIDUAL ASSESSMENTS. An Individual Assessment is any Assessment levied by the Board against one (1) or more, but fewer than all of the individual Lots and their respective Owners, pursuant to the Documents. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) court costs and attorneys' fees; (iii) fines for violations of the Documents; (iv) reimbursement for damages caused by willful or negligent acts for which an Owner is liable; (v) individual services or materials provided to a Lot by or through the Association; and (vi) reimbursement for costs incurred in bringing an Owner and his Lot into compliance with the provisions of the Documents.

7.6 DEFICIENCY ASSESSMENTS. The purpose of Deficiency Assessments is to fund certain extraordinary Common Expenses for which the Association has actual, but not anticipated, liability. The Board, without consent of Owners, may levy a Deficiency Assessment against Owners for the purpose of defraying, in whole or in part, (i) the Association's cost of restoration in the event that insurance proceeds or condemnation awards prove insufficient; (ii) increases in the Association's insurance premiums, property taxes, or income taxes that were not anticipated by the then current budget; (iii) any assessment, fee, fine, or charge lawfully levied on the Association by any governmental authority or public utility; or (iv) the cost of any judgment award payable by the Rev.2/8/90

Association. Deficiency Assessments shall be at a uniform rate for all Lots. The Board shall notify the Owners in writing of the amount of, the purpose of, and the due date of such Deficiency Assessment. Deficiency Assessments may not be used for any purpose other than that stated in the notice thereof. If the amount received by the Association from Deficiency Assessments exceeds the actual cost of the stated purpose, the excess shall be reimbursed to the Owners at a uniform rate for all Lots; provided, however, that no Owner shall receive a sum greater than that actually contributed by him and that any delinquent Assessment against such Owner or his Lot shall be deducted from the reimbursement to such Owner.

7.7 CONTROL FOR REGULAR ASSESSMENT INCREASES AND SPECIAL ASSESSMENTS. At least thirty (30) days prior to the effective date of any Special Assessment or Annual Assessment increase, the Board shall notify the Owners of the amount of, the purpose or budgetary basis of, and the effective or due date of such Special Assessment or Annual Assessment increase. Such Special Assessment or Annual Assessment increase shall automatically become effective unless Owners representing a majority of the Eligible Votes object in writing at least thirty (30) days prior to the effective date of such Assessment or increase. If the Owners timely object, the President or any Director shall call a meeting of Owners for the purpose of approving such Assessment or increase. Such Assessment or increase shall automatically become effective unless disapproved at such meeting by Owners representing a majority of the Eligible Votes. If the Annual Assessment increase or Special Assessment is disapproved at such meeting by the requisite number of Owners, then and until such time as a revised budget shall have been determined as provided herein, the budget in effect at the time of the proposed increase shall continue in effect.

7.8 PAYMENT OF ASSESSMENTS. All Assessment payments shall be made to the Association at its principal office or at such other place as the Board may otherwise direct. Payments shall be made in full, regardless of whether any Owner has any dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. The Association hereby has the right to reject partial payments of Assessments and demand the full payment thereof. All payments accepted by the Association shall be applied first to Individual Assessments (including, in the following order, first attorney's fees and related costs incurred by the Association, next to late charges and collection costs incurred, next to accrued interest, if any, and then to other Individual Assessments outstanding), then to Deficiency Assessments, then to Special Assessments, and then to Regular Assessments. Payment of Assessments shall not constitute a waiver of the Association's obligation to return funds which were improperly assessed against an Owner or his Lot.

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7.9. RESERVE FUNDS. The Association shall establish and maintain in one or more separate interest-bearing accounts reserves for operations and for replacement and repair. Such reserves are to be funded by Regular Assessments.

a. Operations Reserves. The Association shall maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, provided such reserves shall not be less than three percent (3%) of the Association's annual budget.

b. Replacement and Repair Reserves. The Association shall maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Properties and Area of Common Responsibility.

ARTICLE VIII
ASSESSMENT LIEN

8.1 COVENANT FOR ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefor whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association (i) Regular Assessments, (ii) Special Assessments, (iii) Individual Assessments, and (iv) Deficiency Assessments, either estimated or actual, levied by the Association pursuant to the terms of this Declaration against such Owner or Lot. The covenant to pay Assessments shall be both a continuing affirmative covenant, personal to the Owner, and a continuing covenant running with the Lot.

8.2 PERSONAL OBLIGATION. The covenant to pay Assessments is a separate, distinct, and personal obligation of the person or entity who is the Owner of the Lot at the time such Assessments arise, and remains such Owner's personal obligation notwithstanding his subsequent disposition of the Lot. Where a Lot is owned by two or more persons or entities, or a combination thereof, the personal obligation for Assessments is the joint and several obligation of each such person or entity. Such personal obligation shall bind his heirs, devisees, personal representatives, and assigns. No Owner may exempt himself from this Assessment liability by waiver of the use or enjoyment of the Common Properties or by abandonment of his Lot. The personal obligation of an Owner is also subject to Section 11.15 of this Declaration.

8.3 ASSESSMENT LIEN. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, are a charge on the Lot and are secured by a continuing Assessment lien upon the Lot against which or against the Owner of which such Assessments were made. Assessments shall attach against Rev.4/3/89

the respective Lots at the time such Assessments are levied by the Board, although it is expressly and specifically agreed that the Assessment lien against each and all of the Lots in the Property was and has been created and validly existing upon, from, and after the recording date of the Declarations of Covenants, Conditions and Restrictions recorded at Volume 82101, Page 2387, Deed Records, Dallas County, Texas, which instrument is being replaced and superseded by this Declaration. Where a Regular Assessment for a fiscal year is payable in monthly or quarterly installments, it is deemed levied on the first day of each month or quarter, as the case may be, in which it is due. Where a Regular Assessment for a fiscal year is due in an annual payment, the Regular Assessment is deemed levied upon the first day of the fiscal year of the Association to which such Regular Assessment relates. The date of levy of Special, Deficiency, and Individual Assessments and increases in Regular Assessments will be specified at the time the requisite action is taken by which such Assessment is levied. Assessments shall become due and payable within ten (10) days from the date each such Assessment is levied, unless otherwise specified in this Declaration, in the Bylaws, or by the acts of the Association or Board which levies such Assessments.

8.4 PRIORITY OF ASSESSMENT LIEN. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall constitute a lien on such Lot superior to all other liens and encumbrances on such Lot, except for (i) liens for taxes, assessments, and other levies by governmental and taxing authorities, which, by law, would be superior to this Assessment lien, and (ii) liens for all sums unpaid under a first and superior mortgage, vendor's lien, or deed of trust made in good faith and for value and duly recorded prior to the date on which Assessments against the Lot were levied. All other lienors acquiring liens or encumbrances on any Lot after recordation of this Declaration shall be deemed to consent that such liens or encumbrances are inferior to the lien provided herein to secure the payment of future Assessments, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. Notwithstanding the foregoing, the Assessment lien provided for herein shall be prior and superior to any declaration of homestead recorded after recordation of this Declaration, unless such priority over homestead shall be prohibited by law.

8.5 NOTICE OF LIEN AND OF PAYMENT. To evidence the Assessment lien, the Board may, but shall not be required to, prepare written notice setting forth (i) the amount of any unpaid indebtedness, including interest, late charges, costs, and reasonable attorneys' fees; (ii) the name of the Owner of the Lot; and (iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association and shall be recorded with the Clerk of Dallas County, Texas. The Assessment lien will become enforce-
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able from the date such Assessments were due and shall continue so until all sums owing have been fully paid or otherwise satisfied. Upon timely curing of default for which a notice of lien was filed by the Association, the Board is authorized to cause to be recorded an appropriate notice of payment of such amounts. The cost of preparing and recording such notice of payment shall become the defaulting Owner's expense as an Individual Assessment.

8.6 POWER OF SALE. By accepting a deed to his Lot, whether or not it was so expressed in such deed or other conveyance, each Owner hereby expressly grants to the Association in connection with the Assessment lien, a power of sale to be exercised in accordance with Section 51.002 of the Texas Property Code, as amended or superseded from time to time and referred to in this Declaration as the "Foreclosure Statute."

8.7 ASSOCIATION AGENT. If the Association elects to pursue its lien rights pursuant to the private power of sale granted in Section 8.6., the notice of sale will be executed by the person designated by the Board of Directors to act on behalf of and for the benefit of the Association in accordance with the requirements of the Foreclosure Statute.

8.8 FORECLOSURE OF LIEN. The Assessment lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association. Any such foreclosure shall be conducted by the Association's designated agent in accordance with the provisions applicable to the express powers of sale as set forth in the Foreclosure Statute or in any manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. The Owner shall also be required to pay to the Association a reasonable rental for the Lot and Home during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

The conveyance of the Lot to a purchaser shall be with general warranty binding the defaulting Owner, his heirs and assigns. Out of the foreclosure sale proceeds, the Association shall pay (i) first, all the expenses of advertising the sale and making the conveyance; (ii) then, to the Association the full amount of Assessments, late charges, service charges, interest, attorneys' fees, and other charges due and unpaid on said Lot; and (iii) then, the balance of the sales price, if any, shall be paid to such Owner, his heirs or assigns. The recitals in the conveyance to a purchaser shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against such Owner, his heirs and assigns.

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8.9 EFFECT OF CONVEYANCE. Each Owner, and each prospective Owner, is hereby placed on notice that the covenant to pay Assessments may operate to place upon him the responsibility for payment of Assessments which arose prior to the time of conveyance of the Lot, and which may be due and payable at the time of conveyance. Whether by voluntary or involuntary conveyance, the purchasing Owner ("Grantee") shall be jointly and severally liable with the selling Owner ("Grantor") for all unpaid Assessments levied by the Association against Grantor or his Lot prior to conveyance of such Lot, without prejudice to Grantee's right to reimbursement from Grantor. Any prospective Owner may request and shall be entitled to a statement from the Association stating the amount of unpaid Assessments against Grantor or his Lot. Grantee shall not be liable for any unpaid Assessments owed by Grantor in excess of the amount set forth in such statement; provided, however, that Grantee shall be liable for any Assessments arising after the date of any such statement. Notwithstanding the foregoing, any foreclosure purchaser, other than Grantor, who obtains title to a Lot as a result of foreclosure by the Association of an Assessment lien on such Lot shall not be liable for unpaid Assessments (in excess of the cash price paid by such purchaser at such foreclosure sale) which accrue prior to the time such foreclosure purchaser acquires title to the Lot. This Section 8.9. is subject to Section 17.2.

ARTICLE IX
EFFECT OF NONPAYMENT OF ASSESSMENTS

9.1 DEFAULT IN PAYMENT OF ASSESSMENTS. Any installment or payment of a Regular Assessment, Special Assessment, Individual Assessment, or Deficiency Assessment not received by the Association within fifteen (15) days from the due date for such installment or payment shall be delinquent.

9.2 REMEDIES OF THE ASSOCIATION. Each Owner vests in the Association the right and power to bring all rights and remedies the Association may have hereunder or by law against an Owner delinquent in payment of Assessments. The Board shall have the responsibility to take prompt action to collect any and all delinquent Assessments. Under no circumstances, however, shall the Association be liable to any Owner or other person or entity for failure or inability to enforce collection of any Assessments. In addition to rights and remedies of the Association hereunder or by law, the Association shall have the following rights and remedies:

- a. Interest. In the event of default in the payment of an Assessment, such Owner shall be obligated to pay interest on the principal amount due plus late charges, if any, from due date thereof, the rate of said interest to be

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determined by the Board but not to exceed the maximum permitted by law. Such interest shall be an Individual Assessment.

b. Late Charges. The Board may levy reasonable late charges against an Owner in default on payment of Assessments. Such late charges shall be an Individual Assessment.

c. Returned Check Fee. The Board may levy reasonable fees for each check that is dishonored for any reason by the drawee of such check. Such fees shall be an Individual Assessment.

d. Form of Payment. The Board may prescribe the form and method of payment by which delinquencies shall be cured, such as by cashier's check and not by personal check. Such instructions may be issued by the Board on a case-by-case basis, as circumstances warrant.

e. Collection Expenses. An Owner in default on Assessment payments shall also be liable to the Association for expenses, including attorneys' fees, incurred by the Association to collect such Assessment, interest, and late charges. Such collection expenses shall be an Individual Assessment.

f. Acceleration. If an Owner shall be in default in payment of an installment of an Assessment, the Board may accelerate the remaining installments upon ten (10) days' written notice to such Owner, whereupon the entire unpaid balance of such Assessment shall become due upon the date stated in such notice. The Board may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

g. Suspension. In addition to the suspension of an Owner's voting rights pursuant to Section 6.4, in the event of an Owner's default in the payment of Assessments, the Board may suspend the Owner's enjoyment of the Common Properties (except his rights of egress and ingress to his Lot) so long as any Assessment owed by said Owner to the Association remains unpaid.

h. Money Judgment. A suit to recover a money judgment for delinquent Assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. Such suit shall be had in Dallas County, Texas.

i. Notice to Mortgagee. The Board may give notice of default to the Mortgagee(s) on a Lot if the Owner of such Lot has not cured such default within thirty (30) days. The Board shall give such written notice to any Mortgagee which has submitted to the Association a written request to receive such notification by sending such notice to the name and address furnished by the requesting Mortgagee.

j. Cumulative remedies. The preceding remedies shall be in addition to and not in substitution for all other rights and remedies which the Association may have hereunder or by law, including the Assessment liens and rights to foreclosure and sale thereunder, as provided in Article VIII.

ARTICLE X ARCHITECTURAL COVENANTS

10.1 PURPOSE. Because the Homes are part of a single, unified community, the Association shall have the right and responsibility to regulate the exterior design, use, and appearance of the Lots, Homes, and Common Properties in order to preserve and enhance the Property's value and architectural harmony.

10.2 BASIC STANDARDS. Only single family homes may be constructed on the Lots, and no more than one Home shall exist on any one Lot at a time. No Home shall be constructed with less than 1,000 square feet of enclosed living space exclusive of carport, open porches, eaves, terraces, and garage. No garage shall be constructed except as an integral part of the residence it serves, and none shall be converted to living space.

All roofing materials shall consist of concrete tile. Exteriors abutting Areas of Association Responsibility shall consist of not less than eighty percent (80%) brick and glass. Other exterior surfaces shall consist of not less than eighty percent (80%) masonry, which includes brick, stucco and glass. All fences shall be wood or other material approved in writing by the Board and shall not exceed eight (8) feet in height. All materials, colors and construction details shall be consistent with the general appearance of the existing structures.

All utilities, including, but not limited to, telephone wiring and excepting transformers and other such equipment, shall be placed below grade. No individual water supply or sewage disposal system shall be permitted on any Lot, and all Homes must attach to the facilities provided by the water and sanitation district serving the Property. No operations for mining or exploration for, or removal of, any water, oil, minerals of any kind, gravel, or any earth substance of any kind shall be conducted on any Lot.

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10.3 ARCHITECTURAL STANDARDS COMMITTEE. The Architectural Standards Committee (the "ASC") shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board, pursuant to Section 6.1 of the Bylaws. The ASC shall have jurisdiction over any and all construction, alteration, addition, installation, modification, redecoration, or reconstruction of improvements, including landscaping, on or to the Lots and Common Properties. The ASC may promulgate detailed standards and procedures governing its area of responsibility and practice, which may be recommended to the Board for promulgation as Rules and Regulations. Decisions of the ASC may be appealed to the Board which shall have the right, but not the duty, to consider such appeals. The Board shall have the authority and standing, on behalf of the Association, to enforce decisions of the ASC in courts of competent jurisdiction. The powers and duties of the ASC and the procedures for the exercise of its rights and discharge of its duties are provided for further in Section 6.1 of the Bylaws.

10.4 PROHIBITION OF ALTERATION AND IMPROVEMENT. No improvement or structure of any kind may be erected or maintained upon the Property, including the Lots, Homes, and Common Properties, nor may any exterior alteration, improvement, or addition of any kind be made thereto until the same has been approved in writing by the ASC. The foregoing requirement for prior written approval of the ASC applies equally to new construction and to existing improvements. No excavation, grading, impermeable decking, or other improvement which may interfere with established drainage patterns may be undertaken or installed until the same has been approved in writing by the ASC. For purposes of illustration, but not limitation, prohibited alterations and improvements include: buildings, walls, obstructions, screens, fences, gates, patios, balconies, patio or balcony covers, tents, awnings, carports, swimming pools, antennas, microwave or satellite dishes, receiving or transmitting towers, ornamental iron or burglar bars, storm windows or doors, exterior light fixtures, free standing mailboxes, trash can enclosures, chimneys, and skylights. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Home. Notwithstanding the foregoing, structures existing on the following Lots which obstruct access to the Exterior Parking Space on each Lot may be maintained and repaired:

Block	Lot	Address	Block	Lot	Address
A	5	WG 106	F	6	WG 030
B	15	PR 079	F	7	WG 036
D	4	UB 090	F	20	KL 007
D	13	VL 091	G	16	PR 031
E	5	VL 100	G	21	PR 001
E	15	WW 079	H	15	UB 037
F	4	WG 018			

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10.5 ASC APPROVAL. Any request by an Owner for the ASC's approval or authorization as required by this Article shall be submitted in writing to the ASC, in accordance the established procedures and requirements of the ASC. If the ASC does not respond in writing within ninety (90) days of the date of actual receipt by the ASC of all such information as may be required by the procedures of ASC, the ASC shall be deemed to have approved said request. In no event shall any construction, alteration, addition, installation, modification, redecoration, or reconstruction be commenced or maintained until the required approval has been obtained from the ASC.

ARTICLE XI
USE RESTRICTIONS

11.1 RULES AND REGULATIONS. All Homes, Lots, and Common Properties shall be held, used and enjoyed subject to the restrictions contained in this Article and the right of the Board to establish Rules and Regulations consistent with and in the implementation of the restrictions contained in this Article and elsewhere in the Declaration, which may include imposition of reasonable charges in the nature of fines and other sanctions for infractions thereof, governing:

- a. The types, sizes, numbers, conditions, uses, and locations of motorized and recreational vehicles on the Property;
- b. The use of the private off-street parking areas within the Property, including speed limits and parking restrictions;
- c. The disposal of trash, including types and locations of containers;
- d. Hazardous, illegal, or annoying materials or activities in and upon the Property;
- e. The use and maintenance of a private security system for the Common Properties and any private security system which an Owner may elect to install within his Home;
- f. The terms of the agreements for the leasing of Homes as relate to both the rights and obligations of Occupants and the enforcement provisions thereof, pursuant to the Documents;
- g. The wasteful consumption of utilities billed to the Association;

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h. The use, maintenance, and appearance of windows, garages, porches, Patios, and yards visible from the street, Common Properties, or other Homes;

i. The types, sizes, numbers, locations, and behavior of animals in and upon the Property;

j. Anything that interferes with the maintenance of the Property, the operation of the Association, the administration of the Documents, or the lifestyle values of a majority of the Owners.

11.2 RESIDENTIAL USE. Each Home shall be used exclusively for residential purposes, or such other uses as may elsewhere be expressly permitted by this Declaration, subject to and in accordance with the following:

a. No Home may be used for the housing of persons unrelated by blood, marriage, or adoption for rehabilitation, correctional, religious, or educational purposes;

b. An Occupant may use a Home for personal business or professional pursuits provided that: (i) such uses are incidental to the use of the Home as a dwelling; (ii) such uses conform to all applicable governmental ordinances; (iii) there is no external evidence of such uses; and (iv) such uses do not entail unscheduled visits to the Home by the general public or, in the instance of an employee, visits to the Home other than arrival and departure by such employee for his normal workday.

11.3 RIGHT TO LEASE. An Owner may lease his Home for the same purposes set forth in Section 11.2 of this Article, provided that such lease transaction is in writing and makes the lease subject in all respects to the provisions of the Documents. In all lease agreements, whether or not the form of the agreement or any addendum thereto is prescribed by the Board, the lease shall provide that any failure by the Occupant to comply with the provisions of the Documents shall be a default under the lease and that the Association shall have the right to seek the remedies of the landlord under the lease for such a default. Notwithstanding the failure of the lease agreement to make provision for enforcement of the Documents by the Association, each Owner hereby appoints the Association as his attorney-in-fact with full authority to act in his place and stead in all respects in the enforcement of the provisions of the Documents against any and all Occupants of such Owner's Home, including but not limited to the authority to institute forcible detainer proceedings against such Occupants on behalf of, and at the expense of, such Owner. The Owner of any Home leased or occupied by a third party is liable to

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the Association for any repairs or maintenance of the Property caused by the Occupant of such Owner's Home and is further liable to the Association for any expenses incurred by the Association in connection with the enforcement of the Documents against the Occupants of such Owner's Home, including but not limited to forcible detainer proceedings involving such Home. The Owner of any Home leased to or occupied by a third party indemnifies and holds the Association harmless from any and all liability and expense arising out of the exercise of the Association's rights under this Section 11.3, including but not limited to the loss of income and any rental expenses arising out of the eviction of an Occupant for failure to comply with the Documents. The term of any lease of a Home may not be for a period less than thirty (30) days, with no transient tenancy or occupancy and no hotel purposes allowed. Not less than the entire Home may be rented or leased under one tenancy or subtenancy.

11.4 ANNOYANCE. No Lot or Home shall be used in any way that: (i) may reasonably be considered annoying to neighbors; (ii) may be calculated to reduce the desirability of the Property as a residential neighborhood; (iii) may endanger the health or safety of the Occupants; or (iv) will violate any law. The Board shall have the sole authority to determine what constitutes an annoyance.

11.5 PET RESTRICTIONS. No pet of any character may be left unattended anywhere within the Common Properties. At such times that the pet of an Occupant is outside a Lot, such pet must be on a restraint held by a person capable of controlling such pet. The Board shall have the absolute power to prohibit pets other than normal household pets (as defined by city ordinances) from being kept on the Property, including inside the Homes.

11.6 APPEARANCE RESTRICTIONS. Both the exterior and interior of the Homes, as well as the Lots, shall be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Homes. Unsightly objects or nuisances may not be erected, placed, or permitted to remain on the Lots or visible from the windows in the Homes.

a. Exterior Parking Spaces. The Exterior Parking Spaces shall be maintained in a neat condition. The Architectural Standards Committee shall be the arbitrator of acceptable appearance standards.

b. Window Restrictions. No blankets, sheets, spreads, towels, paper, or other materials not designed or fabricated for use as such may be used as window treatments within a given Home which are visible from the street, Common Properties, or another Home.

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c. Sign Restrictions. No sign of any kind other than provided for below may be displayed to the public view on any Lot or the Common Properties without the prior written consent of the Board. The Board alone, on behalf of the Association, has the right to erect reasonable and appropriate signs on the Common Properties. Signs of a political nature and signs advertising a given Lot as being for sale or for lease may be displayed on a Lot; provided however, the Board has the right to regulate the location, size, number, appearance, content (with respect to for sale and for lease signs only), and time period of any such signs.

11.7 GARAGE RESTRICTIONS. The original garage area of any Home shall not be enclosed for any purpose which would prohibit the parking of operable vehicles therein. Likewise the Exterior Parking Space of a Lot shall not be enclosed or reduced in size by the erection or relocation of fences or used for any purpose which prohibits the parking of operable vehicles therein. (See also Section 10.3 herein.) Garage doors should be kept closed at all times except for purposes of ingress and egress. If a garage door is equipped with an automatic door opener, the door opener and the remote control devices which operate it are the property of the Owner of the Home served by such garage. The Owner is solely responsible for the maintenance, repair, and replacement of the door opener and remote control devices and for supplying any other person occupying the Home and any transferee of the Home with such remote control devices.

11.8 VEHICLE RESTRICTIONS. All vehicles on the Property, whether owned or operated by the Occupants or their families and guests, and the parking areas within the Property are subject to the following restrictions:

a. No vehicle, trailer, boat, aircraft, or other vehicular equipment, mobile or otherwise (such vehicular equipment being generally referred to in this Declaration and, except as expressly provided otherwise therein, in the Rules and Regulations as a "vehicle" or "vehicles"), may be kept, parked, or stored overnight anywhere upon any Lot, except within an enclosed garage of a Home or an Exterior Parking Space. In no event may any vehicle be kept, parked, or stored within the Property which is deemed by the Board to be a nuisance, unsightly, or inappropriate, or otherwise violates this Declaration or the Rules and Regulations.

b. Repairs or restorations of vehicles are prohibited anywhere upon the Property, except in enclosed garages or where authorized by the Board or except where, and then only to the extent that, emergency repairs to a vehicle are necessary in order to make the vehicle operable.

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c. No vehicle shall obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on any driveway, parking area, or public right-of-way within the Property. Where the presence of a vehicle in violation of this provision is deemed to create, in the sole discretion of the Board, a present threat to the safety of the homes or the Occupants, or both, the Association may effect the removal of such vehicle without prior notice to the owner thereof. Except as provided by the preceding sentence, the Association may effect the removal of any vehicle in violation of this provision upon prior notice to such person or persons whom the Board reasonably believes to be the owner of or have custody of such vehicle.

d. No vehicle may be parked or placed anywhere on or within the Property except in garages, Exterior Parking Spaces, and designated parking areas.

e. No vehicle may be parked in an Exterior Parking Space without the prior consent of the Occupant of the Lot of which such Exterior Parking Space is a part.

f. The Exterior Parking Space may be used for the parking or storage of operative vehicles, and each Exterior Parking Space will at all times be maintained in a condition capable of accommodating the parking or storage of operative vehicles, except as otherwise provided in Section 10.4 herein. For purposes of this Declaration and the Rules and Regulations, a vehicle will, in addition to being a function of its present automotive condition, not be deemed to be operative if it displays neither current license plate registration nor current vehicle inspection sticker, or both.

11.9 LANDSCAPING RESTRICTIONS. An Owner may not perform landscaping, planting, gardening, pruning, or other landscape maintenance or improvements on Common Properties or Areas of Association Responsibility without written authorization of the Board. Requests for such authorization must be in writing and must include plans and specifications showing the kind, number, and location of proposed plant materials. An Owner may perform landscaping, planting, gardening, pruning, or other landscape maintenance or improvements within his Patio, subject to Section 5.2, Article XVI, and Rules and Regulations pertaining to landscaping.

11.10 DRAINAGE RESTRICTIONS. No Owner shall interfere with the established drainage pattern over any Lot unless an adequate alternative provision for proper drainage has been approved by the Board in writing.

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11.11 STRUCTURAL INTEGRITY. No Owner shall directly or indirectly impair the structural soundness or integrity of improvements on other Lots, the Areas of Association Responsibility, or Common Properties, nor shall he do any work that will impair an easement or hereditament.

11.12 VACANT LOTS. For so long as any Lot does not have existing on it a completed dwelling unit, it will be used and maintained in accordance with the following conditions and restrictions:

a. No vacant Lot may be used for any business or commercial purpose other than the construction of a single family dwelling unit for resale to the public.

b. No vacant Lot may be used for the storage of property or materials for any duration of time other than building equipment and supplies placed on a given Lot for use in the construction of improvements on that Lot.

c. Nothing will be erected or placed on any vacant Lot except in conjunction with the then present construction of a single family dwelling unit on that Lot and then only in compliance with Article X of the Declaration.

d. The Owner of a vacant Lot will keep, or cause to be kept, such vacant Lot in clean, well-maintained condition at all times. The Owner of a vacant Lot must maintain grass or vegetation covering the Lot year-round, providing both necessary irrigation and trimming or mowing of the Lot. The Owner will not allow the grass or other vegetation to grow to a height which exceeds eight (8) inches at any point on the Lot.

e. Where an Owner violates or allows there to be violated any provision of this Section, the Association will give notice to such Owner of the violation and make demand on such Owner to abate, cure, or otherwise eliminate the violation within the time period specified in the notice to the Owner, which time period will be reasonable and appropriate in light of the nature of the violation and the action required to eliminate it. Should the violation not be abated, cured, or otherwise eliminated by the expiration of the time period allowed, the Association may take such action as the Board deems necessary to eliminate the violation. Where such action requires the expenditure of funds by the Association, the amount so expended will become an Individual Assessment against the Lot or Lots involved and thereby will become the personal liability of the Owner of any such Lot. The Individual Assessment will be due and payable on demand made of

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the Owner liable for it and will be collected in accordance with the Documents. In addition to the corrective action by the Association authorized in this Section, any violation of this Section is also subject to the authority of the Association to impose fines for violations of the Documents as provided elsewhere in the Declaration the Bylaws.

11.13 SPECIFIC USES. Except for ingress and egress, the front yards, sidewalks, and driveways upon the Lots shall not be used for any purpose that has not been authorized in writing by the Board.

ARTICLE XII INSURANCE

12.1 GENERAL PROVISIONS. The Board, or its duly authorized agent, shall have the authority and obligation to obtain and maintain, at all times and on behalf of the Association, insurance coverages, including bonds, as set forth in this Article, subject to the following:

a. Common Expense. The premiums on insurance policies and bonds obtained by the Board as required by this Article shall be a Common Expense.

b. Beneficiaries. All policies obtained by the Board shall be for the benefit of the Association, and where necessary or appropriate for the benefit of the Owners and their Mortgagees, in each instance as their respective interests may appear.

c. Association as Trustee. Each Owner irrevocably designates the Association, as trustee, to receive, administer and distribute the proceeds of any claim against any insurance policy maintained by the Association.

d. Policy Requirements. The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) Policies shall be issued by responsible insurance companies authorized to do business in the State of Texas;

(2) Policies shall contain a waiver of subrogation by the insurer as to any claims, other than those based on fraud or criminal acts, against the Association's Directors, its manager, the Owners, and their respective tenants, guests, agents, and employees;

(3) Policies shall be written in the name of the Association as trustee for the Owners and their Mortgagees according to their interests such that, when appropriate, the beneficiaries or insureds are the Owners and Mortgagees in addition to or in place of the Association;

(4) Policies shall require at least thirty (30) days' prior written notice, by either the insurer or the insured to the other, before said policy can be cancelled, terminated, materially modified, or allowed to expire;

(5) Policies shall provide that such cannot be affected, diminished, cancelled, invalidated, or suspended by reason of any other insurance carried by an Owner or Mortgagee, nor by the act or neglect of any Owner or Occupant when such act or neglect is not within the Association's control;

(6) Policies shall provide that such may not be cancelled, invalidated or suspended on account of the conduct of any Director, officer, or employee of the Association, or its duly authorized manager, without prior written demand to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee; and

(7) Policies shall provide that any "other insurance" clause in such shall exclude individual Owners' policies from consideration.

e. No Contribution. In no event shall the coverages obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees.

f. Notice to Eligible Mortgagees. The Board shall notify any Mortgagee who has submitted prior written request to the Association for such information of any lapse, cancellation, terminations, expiration, or material modification of any insurance policy or bond maintained by the Association.

12.2 CASUALTY INSURANCE ON COMMON PROPERTIES. The Board shall obtain and maintain insurance against risks of physical damage as follows:

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a. Property to be Insured. The Board shall obtain insurance for all insurable improvements on the Common Properties, including but not limited to the following items, if any, owned by the Association: (i) personal property, such as manuscripts, furniture, equipment, and supplies; (ii) improvements, structures, and fixtures; and (iii) materials intended for use in construction, alteration, or repair of buildings.

b. Risks. The insurance shall cover the insured property against loss or damage by (i) fire or other hazards, including extended coverage; (ii) vandalism and malicious mischief; (iii) such other risks as from time to time may be customarily covered with respect to improvements similar to the insured property in construction, location, and use; and (iv) such other risks of physical damage as the Board may from time to time deem appropriate.

c. Amounts. The Board shall maintain coverage in an amount, as near as possible, to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any risk named in the policy. The policies shall be reviewed at least annually by the Board.

d. Policy Requirements. In addition to the requirements of Section 12.1.d., the Board shall be required to make every reasonable effort to secure casualty insurance policies that contain (i) a standard, noncontributory inflation guard or automatic increase in insurance endorsement, if available; (ii) an agreed amount endorsement, if available; and (iii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash. If an agreed amount endorsement is obtained, it shall be reviewed annually by one (1) or more qualified persons familiar with construction costs in the area in which the Property is located.

12.3 LIABILITY INSURANCE. The Board shall obtain and maintain on behalf of the Association the following liability insurance policies and bonds:

a. Comprehensive Public Liability. The Board shall obtain and maintain a comprehensive policy or policies of public liability insurance over the Common Properties and Area of Association Responsibility for bodily and property damage as follows:

(1) Scope. Each policy shall insure the Members, Directors, Officers, Occupants, and employees of the Association with respect to liability arising from ownership, control, maintenance, or repair of the Property and including, without limitation, liability

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arising from construction operations; excluding, however, liability of each Owner and Occupant within his Lot.

(2) Basic Coverage. Coverage shall be in amounts of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per occurrence and Two Hundred Fifty Thousand Dollars (\$250,000) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000) for all claims for personal injury, including death and/or property damage arising out of a single occurrence.

(3) Cross-Liability. Each policy shall contain, if available, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

b. Worker's Compensation. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of the laws of the State of Texas.

c. Directors and Officers Liability. The Board shall obtain and maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance as it deems advisable to insure the Association's Directors and officers, and the manager if any, against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

d. Other Policies. In addition to the foregoing, the Board may obtain and maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect any insurance and bonds required for planned unit developments by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and the Government National Mortgage Association so long as any of these is a Mortgagee or an Owner, except to the extent such coverage is not available or has been waived in writing.

12.4 OWNERS' RESPONSIBILITIES. By virtue of taking title to a Lot subject to this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry casualty insurance on his Lot and the improvements thereon, subject to the following:

a. Casualty insurance shall be maintained in an amount sufficient to repair or replace all improvements on the Lot in the event of a casualty loss;

b. Upon request by the Board (which must be initiated by a recorded vote of the Board), each Owner shall furnish the Association with evidence of then current insurance policies, identifying the Lot, insurer, policy term, insured risks, and amount of coverage, together with proof of payment of required premiums for the period covered by such policies; and

c. The Board shall have the authority to establish minimum insurance requirements (not to exceed current replacement value), including types and minimum amounts of coverage, to be individually obtained and maintained by the Owners, if such insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners.

d. Failure by an Owner to obtain required insurance coverages and provide evidence of such coverages and payment of same will subject the Owner to the rights of the Board to enforce such Owner's obligation to do so, which enforcement may include but is not limited to the imposition of a monetary fine to continue until the Owner meets his obligation under this Section 12.4.

ARTICLE XIII RESTORATION

13.1 RESTORATION DEFINED. As used in this Declaration, restoration means repairing, replacing, or reconstructing improvements in or on the Property to substantially the same condition as existed immediately prior to damage or destruction by fire, other casualty, or condemnation.

13.2 ASSOCIATION RESPONSIBILITY. The Association shall promptly restore any damaged or destroyed portion of the Property which the Association owns, or is obligated to insure pursuant to Section 12.2, or is obligated to maintain pursuant to Paragraph 5.1.a and Subparagraphs 5.1.b(2) and (4), as follows:

a. Estimates. The Board shall obtain at least three (3) reliable and detailed estimates of the cost of restoring such damaged portion of the Property. Such estimates may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in the estimating and supervision of restoration.

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b. Restoration Funds. The Association shall pay for restoration with restoration funds, including, as applicable, insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, other funds received on account of the damage, and common funds of the Association. If funds obtained from insurance proceeds or condemnation awards are sufficient to restore the damaged or destroyed Property, the Board shall promptly apply such funds to said restoration. If insurance proceeds or condemnation awards are not sufficient to defray the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment pursuant to Section 7.6. If the Association has a surplus of restoration funds after payment of all costs of restoration, such surplus shall be common funds of the Association to be used as directed by the Board, subject to the Owner's right to reimbursement of surplus Deficiency Assessments pursuant to Section 7.6.

c. Alternate Plans. Alternate plans and specifications for restoration of Property for which the Association is responsible must be approved by the Architectural Standards Committee and by a majority of the Eligible Votes.

d. Decision to Not Restore. Any decision to not restore Common Properties must be approved by at least two-thirds (2/3) of all Eligible Votes. If the Association decides to not restore the Common Properties, and no alternative improvements are authorized, the Common Properties shall be restored to their natural state and maintained by the Association in accordance with the standards promulgated by the Architectural Standards Committee.

13.3 OWNER RESPONSIBILITY. Each Owner shall promptly restore any damaged or destroyed portion of his Lot, except that portion of the Area of Association Responsibility as follows:

a. Duty. Each Owner at his sole cost and expense shall begin restoration of his Lot within sixty (60) days after the date of damage, subject to the right of the Architectural Standards Committee to impose restoration requirements and to supervise, approve, or disapprove such restoration during the course thereof.

b. Alternate Plans. Alternate plans and specifications for restoration of a Lot must have the prior approval of the Architectural Standards Committee and of the Owner of any Lot adjoining such Lot to be restored.

c. Decision to Not Restore. If a Home is substantially or totally destroyed and the Owner thereof decides to not restore, such Owner shall clear his Lot of all debris and

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return it to substantially the natural state in which it existed prior to the beginning of construction, subject to the right of the Architectural Standards Committee to impose requirements for returning a Lot to its natural state.

d. Owner Default. If the Board determines that an Owner has failed to properly discharge his obligation herein to restore his Lot, the Board shall pursue the remedies available to the Association under Section 5.3.

13.4 DETERMINATION NOT TO RESTORE. Notwithstanding the foregoing, if there is substantially total destruction or condemnation of all the improvements on the whole Property, as determined by at least two-thirds (2/3) of all Eligible Votes, a decision to not proceed with restoration and repair must be approved by at least two-thirds (2/3) of all Eligible Votes and by at least two-thirds (2/3) of the Eligible Mortgagees. If so approved, such a decision shall be construed as the basis for termination and sale of the Property, pursuant to Article XV.

ARTICLE XIV CONDEMNATION

14.1 CONDEMNATION DEFINED. As used in this Declaration, condemnation shall be deemed to include eminent domain, any power in the nature of eminent domain, or a conveyance in lieu of and under threat of condemnation by the Board acting on behalf of the Association and, where necessary or appropriate, the individual Owners pursuant to the provisions of this Article XIV.

14.2 CONDEMNATION PROCEEDINGS. If all or any part of the Common Properties is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain, whether temporary or permanent, the Association shall give timely written notice of the existence of proceedings incident thereto to all Owners and Eligible Mortgagees. The Association and each Owner shall be entitled to participate in such proceedings at their respective expenses, the cost of the Association's participation being a Common Expense. If an action in eminent domain is brought to condemn a portion of the Common Properties, the Board on behalf of the Association shall have sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey said property to the condemning authority in lieu of such condemnation proceeding. The Board is specifically authorized to obtain and pay for, as a Common Expense, the assistance of attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board, in its discretion, deems necessary or advisable to assist in matters relating to such proceedings. Nothing herein is to prevent Owners whose Lots are specially affected by the taking from joining in the condemnation proceedings and petitioning on Rev.2/8/90

their own behalf for consequential damages relating to loss of value of their affected Lots, or personal improvements therein, exclusive of damages relating to Common Properties.

14.3 CONDEMNATION PROCEEDS. All damages or awards for taking all or any part of the Common Properties by condemnation shall be paid to the Association and disbursed according to Section 14.4.

14.4 TAKING OF PROPERTY.

a. All Property. In the event all of the Property is taken by condemnation, the Association shall be terminated pursuant to Article XV and damages or awards shall be distributed as sales proceeds in accordance with Section 15.4.

b. Common Properties. In the event all or any part of the Common Properties, but not all of the Lots, are taken by condemnation and the Owners do not vote to terminate within the meaning of Article XV:

(1) If the taking involves a portion of the Common Properties on which improvements have been constructed and unless disapproved within sixty (60) days of such taking by two-thirds (2/3) of all Eligible Votes, the Association shall restore the improvements so taken or damaged by the taking, on the remaining Common Properties to the extent lands are available therefor, in accordance with Section 13.2. If the condemnation award is insufficient to complete such restoration, the Board shall levy a Deficiency Assessment for that purpose.

(2) If the taking does not involve improvements on the Common Properties, or if pursuant to Paragraph 14.4.(b)(1) the Owners decide not to restore, or if net funds remain after completing such restoration, then such award or net funds shall remain the property of the Association and used for such purposes as the Board shall determine.

c. Portions of Lots. Notwithstanding any provision contained herein to the contrary, if part of a Lot is acquired by condemnation leaving the Owner thereof with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, such Owner may convey the Lot remnant to the Association as Common Properties, which conveyance the Association shall be obligated to accept.

14.5. AMENDMENT. In the event of a taking of Common Properties or Lots, or in the event the Association replaces or restores such Common Properties by obtaining other land or

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constructing additional improvements, the Board, on behalf of the Association, shall execute amendments to this Declaration and to Exhibits "A" and "B" hereto to reflect the altered boundaries and dimensions of the Property, the Lots, and the Common Properties and any corresponding change of facilities or improvements thereon, notwithstanding the amendment provisions of Article XVIII to the contrary. Furthermore, the Board, on behalf of the Association and as attorney-in-fact for the then Owners of the Lots, shall execute amendments to the subdivision plat for the Property to reflect the altered boundaries and dimensions of the Property, the Lots, and the Common Properties and any corresponding change of easements or other matters denoted thereon resulting from such taking. To that end and solely for that purpose, each Owner, by virtue of his ownership of a Lot, hereby irrevocably appoints the Association, acting through the Board, as his attorney-in-fact to act in his place and stead in connection with any required amendment to the subdivision plat for the Property by virtue of a taking of Common Properties or Lots or both.

ARTICLE XV
TERMINATION AND SALE OF PROPERTY

15.1 TERMINATION. Termination is the process by which the terms of this Declaration are terminated, the assets of the Association are distributed, and the Association is dissolved. Subject to the provisions of this Article, termination shall occur upon the following events (referred to in this Article as an "Event of Termination"):

a. In the event all of the Property is taken by condemnation; or

b. In the event of substantially total destruction of all improvements on the Property, pursuant to Section 13.4; or

c. In all other circumstances upon written vote to terminate approved by at least two-thirds (2/3) of the Eligible Votes and at least two-thirds (2/3) of the Eligible Mortgagees.

15.2 ASSOCIATION AS TRUSTEE. Each Owner and Mortgagee of any Lot by acceptance of a deed or deed of trust therefor, whether or not it shall be so expressed in such deed or other conveyance, hereby irrevocably appoints the Association as trustee to deal with the Property in the event of termination. As trustee, the Association, by its Directors, shall have the full and complete authority, right, and power (i) to effect the sale of the Property upon termination and (ii) to make, execute, and deliver any contract, deed, or other instrument with respect to the interest

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of an Owner or Mortgagee which is necessary and appropriate to exercise the powers herein granted.

15.3 TERMINATION AGREEMENT. Any Event of Termination shall be evidenced by the execution of a termination agreement (referred to in this Article as the "Termination Agreement") in the same manner as a deed. To be effective the Termination Agreement shall (i) be in the form of a written instrument; (ii) reference the legal description of the Property and the name of Association, and the recording date, volume and page number of this Declaration and any amendments hereto; (iii) specify the date after which the Termination Agreement will be void unless it is recorded before that date; (iv) be executed in the same manner as a deed by at least two (2) officers of the Association acknowledging the requisite approval of Owners and Mortgagees where the Event of Termination being evidenced by the Termination Agreement occurred pursuant to Section 15.1.c; and (v) be recorded in Dallas County on or before the date specified in the agreement. Additionally, the Termination Agreement shall provide for the disposition of the Property and assets of the Association upon such terms and conditions as shall be approved by at least a majority of the Eligible Votes.

15.4 SALE OF THE PROPERTY. If the Termination Agreement provides for sale of the Property, the Association as trustee shall have all the powers necessary and appropriate to effect the sale of the Property, subject to the following provisions:

a. Until the sale has been concluded and the proceeds thereof and assets of the Association distributed, the Association shall continue in existence with all powers it had prior to termination.

b. A Termination Agreement shall be binding upon all Owners and Mortgagees, and it shall thereupon become the duty of every Owner and Mortgagee to execute and deliver to the Association such instruments and to perform all acts as may be necessary to vest title to Property in the Association as trustee for the holders of all interests in the Lots and to effect the sale.

c. Unless otherwise specified by the Termination Agreement, as long as the Association in its capacity as trustee holds title to the Property, each Owner shall have an exclusive right to occupancy of the portion of the Property that formerly constituted such Owner's Lot. During the period of that occupancy, each Owner remains liable for all Assessments and other obligations imposed on Owners by the Documents.

d. As trustee, the Association is specifically authorized to obtain and pay for, as a Common Expense, any services necessary to effect the sale of the Property, including but not limited to brokers' fees. In the Event of Termination due to damage or destruction, common funds may be used to remove remains of damaged improvements and to restore the Property to a marketable condition.

e. Any contract for the sale of the Property shall not be binding unless and until approved by the requisite number of Eligible Votes for termination.

15.5 INTEREST IN SALES PROCEEDS. Upon sale of the Property as provided in Section 15.4., the proceeds of the sale shall be held by the Association as trustee for the Owners and Mortgagees as their interests may appear. Each Owner and Mortgagee's interest in the sale proceeds shall be in proportion to the fair market value of his Lot in relation to the total fair market value of all Lots. Fair market value shall be determined by one (1) or more independent appraisers selected by the Board and shall reflect the Lots' values immediately before termination, including any diminution in value resulting from damage or destruction. The decision of said independent appraisers must be distributed to the Owners and becomes final unless (i) disapproved within thirty (30) days by at least one-third (1/3) of the Eligible Votes and (ii) within thirty (30) days of voicing their disapproval, the Owners representing such Eligible Votes collectively fail to select one (1) qualified appraiser who, together with one (1) qualified appraiser selected by the Board, shall select a third qualified appraiser. A majority of the three (3) appraisers so selected shall make a final and absolute determination of the fair market values of the Lots.

15.6 ALLOCATION AND DISTRIBUTION OF SALE PROCEEDS AND ASSETS. Upon termination, the Board, on behalf of the Association, shall establish a bookkeeping account for each Lot. If the Property, including the Lots, was sold upon termination, the Board shall allocate sales proceeds and the common funds of the Association to the accounts of all Lots in proportion to each Lot's fair market value in relation to the total fair market value, pursuant to Section 15.5. If the Lots were not sold upon termination, the Board shall allocate equally to the accounts of all Lots the common funds of the Association and sales proceeds, if any, attributable to Common Properties. Creditors, including Mortgagees and the Association, holding liens on Lots which liens were duly recorded before termination may enforce their liens in the same manner as any lien holder. All other creditors of the Association are to be treated as if they had perfected liens on the Lots immediately before termination. Any money remaining in a Lot's account after satisfaction of liens, if any, against such Lot shall be distributed to the Owners of such Lot.

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15.7 DISSOLUTION OF THE ASSOCIATION. Dissolution of the Association shall be in the manner prescribed by the Texas Non-Profit Corporation Act, Article 1396 (the "Act"), for voluntary dissolution of a corporation; provided, however, that notwithstanding any other provisions herein, any votes of members required by the Act shall be deemed to apply to the Owners of all Lots, irrespective of ineligibility by delinquency. The process of termination shall be completed upon the issuance of a certificate of dissolution by the Secretary of State of Texas.

ARTICLE XVI
PATIOS AND PATIO WALLS

16.1 PATIOS AND PATIO WALLS. As part of the original construction of the Property, an exterior surface of a wall serving as an exterior load bearing boundary of the residential dwelling structure or appurtenant parking garage space portion of a Home (as opposed to an enclosure wall serving solely as a boundary of a Patio) may also serve to define and be the boundary of the Patio of a Home on the adjoining Lot. For purposes of this Declaration, such an exterior load bearing boundary wall is designated a Patio Wall. For purposes of this Article, the Lot on which a Patio Wall is located is designated the Title Lot; the Lot on which is located a Patio bounded partly by a Patio Wall on an adjoining Lot is designated the User Lot. This Article shall apply only to Patios which, as part of the original construction, are bounded partly by Patio Walls on adjoining Lots. It shall not apply to Patios bounded entirely by fences, by enclosure walls serving solely as a boundary of such Patios, or by walls (whether enclosure walls or exterior load bearing boundary walls) located entirely on the same Lot on which a Patio is located, or by a combination thereof.

16.2 GROUND EASEMENT. If a Patio Wall is not located entirely on the dividing line between the Title Lot and the User Lot, the Title Lot Owner hereby grants and the User Lot Owner is hereby granted a right and easement of enjoyment and use in, upon, under, over, across, and through that portion of the Title Lot which serves as a portion of the User Lot Owner's Patio, as originally constructed or replacement thereof, subject to the covenants contained in this Article.

16.3 PATIO WALL EASEMENT. The Title Lot Owner hereby grants and the User Lot Owner is hereby granted the right and easement of enjoyment and use over the exterior surface of the Patio Wall on the Title Lot, subject to the covenants contained in this Article.

16.4 USE COVENANT. The User Lot Owner shall have the exclusive right to use the surface of that portion of the Patio Wall which serves as a perimeter wall of his Patio. Use of the exterior surface shall mean only nonstructural decorative and cosmetic uses, such as supporting plant material of a nondestructive and nonpenetrating nature to exterior surfaces, subject to regulation by the Architectural Standards Committee. The User Lot Owner shall not have the right to use those portions of the Patio Wall or Title Lot outside the boundaries of his Patio.

16.5 MAINTENANCE COVENANT. The Title Lot Owner, at his sole cost and expense, shall maintain, insure, repair, and restore the Patio Wall, subject to the following:

a. The Title Lot Owner shall not have any obligation to replace Patio landscaping or betterments located in the Patio or on the Patio Wall and which are incidentally damaged or destroyed by the Title Lot Owner's maintenance, repairs, or replacement of the Patio Wall; provided, however, the Title Lot Owner shall give the Owner and Occupants of the User Lot advance notice of any such work to be performed, and shall be liable to the User Lot Owner for any such damage caused by the negligence or willful acts or omissions of the Title Lot Owner or his agents or contractors.

b. The User Lot Owner, at his sole cost and expense, may, but shall not have the duty to, clean or paint the Patio Wall, subject to regulation by the Architectural Standards Committee.

c. The User Lot Owner shall be solely responsible for the cost of repairing or restoring damage to any and all improvements on the Title Lot caused by the User Lot's use of its Patio or the Patio Wall. In the event the User Lot Owner shall fail or refuse to pay such costs, the Title Lot Owner advancing monies therefor shall have a right to file in the Deed Records of Dallas County, Texas a claim of lien for such monies advanced, and shall have the right to foreclose said lien as if it were a mechanic's lien; provided, however, such claim of lien shall be filed within ninety (90) days from date of repairs or replacements to the Title Lot, and suit thereon shall be commenced within one (1) year from date such lien is filed.

16.6 ALTERATIONS COVENANT. The User Lot Owner shall not cut openings or put holes into the Patio Wall, nor alter or change the same in any manner. The Owner of the Title Lot shall have the right to break through the Patio Wall for the purpose of repairing or restoring improvements on the Title Lot, subject to his obligation to restore said Patio Wall to its previous condition at

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his own cost and expense. The Patio Wall shall always remain in the same location on which originally constructed, unless a relocation by the Title Lot Owner shall be agreed to by the then User Lot Owner, and further provided that, within thirty (30) days prior to such relocation, such agreement shall be in writing, in the form of a deed, signed by the Owners of both Lots, and duly recorded in the Deed Records of Dallas County, Texas.

16.7 RIGHT TO CONTRIBUTION. The right of any Owner to monetary contribution from any other Owner under this Article (e.g., where the Title Lot Owner incurs costs for maintenance which the User Lot Owner is responsible) shall be appurtenant to the land and shall pass to such Owner's successor in title.

16.8 ARBITRATION. In the event of any dispute concerning a Patio or Patio Wall under the provisions of this Article, the Owner of each Lot (Title and User) shall choose one (1) arbitrator. Those arbitrators shall in turn choose one (1) additional arbitrator, and the decision shall be a majority of all the arbitrators. Should any such Lot Owner refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the refusing party.

ARTICLE XVII PROTECTION OF MORTGAGEES

17.1 KNOWN MORTGAGEES. An Owner who mortgages or places a consensual lien against his Lot may be required to notify the Association giving the complete name and address of the holder of such mortgage or lien. A Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a first and superior vendor's lien, deed of trust or mortgage on a Lot, and upon compliance with the requirements set forth in Section 17.3, may become an Eligible Mortgagee. The obligations of the Association with respect to Mortgagees, as provided in the Documents, shall extend only to those Mortgagees who are so known by the Association, without regard to other holders of mortgages or liens on Lots. The obligations of the Association with respect to Eligible Mortgagees, as provided in the Documents shall extend only to such known Mortgagees who have requested notice of certain matters from the Association, without regard to other holders of mortgages or liens on Lots. The Association and its agents, officers and Directors may rely on the information provided to them as to the identity and address of the Mortgagees registered thereunder.

17.2 RIGHTS OF MORTGAGEES. To the extent any provisions contained in this Article conflict with any other provisions contained in the Documents, the provisions in this Article shall control.

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a. No breach of any provision contained in the Documents, nor the enforcement of any lien provisions herein, shall invalidate any first and superior lien granted in good faith and for value on any Lot, but all provisions contained in the Documents shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise through the exercise by a Mortgagee of its rights pursuant to its mortgage, vendor's lien, or deed of trust, unless otherwise provided herein.

b. In order to, among other things, facilitate the availability of secondary mortgage market funds, each Owner, including any Mortgagee of a Lot, who obtains title to such Lot pursuant to the remedies provided in or by foreclosure of its mortgage or lien, shall be exempt from any "right of first refusal" regarding the sale or lease of such Lot.

c. Any Mortgagee of a Lot who obtains title to such Lot pursuant to the remedies provided in or by foreclosure of its mortgage, vendor's lien, or deed of trust, shall take title to the Lot free and clear of any claims of unpaid Assessments which accrued subsequent to the date of recordation of its mortgage, vendor's lien, or deed of trust but prior to the Mortgagee's acquisition of title to the Lot; provided, however, such Mortgagee shall be obligated for its share of any unpaid Assessments that are reallocated as an Assessment against all Lots.

d. Mortgagees may, jointly or singly, pay taxes or other charges owed by the Association, which are in default and which may or have become a charge against the Common Properties, and Mortgagees making such payments shall be owed immediate reimbursement from the Association.

e. Mortgagees may, jointly or singly, pay any overdue premiums on hazard insurance policies maintained by the Association, or may pay for new hazard insurance coverage upon the lapse of a policy maintained by the Association, and Mortgagees making such payments shall be owed immediate reimbursement from the Association.

f. Upon written request, Mortgagees shall be permitted to examine the Association's books and records during normal business hours.

g. Mortgagees are entitled to vote on certain significant amendments to the Documents as provided in Sections 18.1 and 18.2 herein and on certain other matters as set forth in Sections 13.4 and 15.1 herein.

17.3 NOTICE TO ELIGIBLE MORTGAGEES.

a. A Mortgagee or the insurer or guarantor of a first and superior mortgage, vendor's lien, or deed of trust may become an Eligible Mortgagee by filing in writing with the Association a request to be treated as an Eligible Mortgagee under the Documents. The request must include:

(1) Statement of the requesting party's desire to be treated as an Eligible Mortgagee under the Documents;

(2) Address and legal description of the Lot subject to the requesting party's mortgage, vendor's lien, or deed of trust; and

(3) The name, address and telephone number of the representative of the requesting party who is to receive such notices as which Eligible Mortgagees are entitled to be given under the Documents. A single such written request will be valid so long as the requesting party holds, insures, or guarantees a first and superior mortgage, vendor's lien, or deed of trust on any Lot.

b. The Association shall use its best efforts to send the following written notices to each Eligible Mortgagee:

(1) Notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bonds maintained by the Association.

(2) Notice of any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage, vendor's lien, or deed of trust.

(3) Notice of any sixty (60) day delinquency in payment of Assessments owed by the Owner of any Lot on which it holds a mortgage, vendor's lien, or deed of trust.

(4) Notice of any proposed action that requires the consent of Eligible Mortgagees pursuant to the Documents.

ARTICLE XVIII
AMENDMENTS

18.1 AMENDMENTS OF A MATERIAL NATURE. Amendments of a material nature to this Declaration or the Bylaws must be approved

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by at least two-thirds (2/3) of the Eligible Votes and by a majority of Eligible Mortgagees. A change in the provisions of this Declaration or the Bylaws dealing with any of the following would be considered an amendment of a material nature:

- a. Voting rights;
- b. Assessments, Assessment liens or subordination of Assessment liens;
- c. Reserves for replacement of Common Properties;
- d. Responsibility for maintenance and repairs;
- e. Boundaries of any Lot;
- f. Conversion of Lots into Common Properties or vice versa;
- g. The addition or withdrawal of real property to or from the Property;
- h. Insurance or bonds;
- i. Leasing of Homes;
- j. Imposition of any restrictions on an Owner's right to sell or transfer his Lot;
- k. The establishment of self management when professional management had been required previously by a Mortgagee;
- l. Restoration of the Property in a manner other than that specified in the Documents; or
- m. Any provisions that expressly benefit the holders, insurers, or guarantors of first and superior mortgages, vendor's liens, and deeds of trust on the Lots.

18.2 AMENDMENT TO TERMINATE. An amendment to terminate the terms of this Declaration and the legal status of the Property shall be in the form of the Termination Agreement prescribed in Section 15.3. In the event of substantially total destruction of the Property as determined by Section 13.4, a termination amendment must be approved by the requisite number of Owners and Eligible Mortgagees as prescribed in Section 13.4. In the event of condemnation of the entire Property, an amendment to terminate will be executed by all Directors and officers of the Association only, without a vote of the Owners. In all other circumstances, an amendment to terminate must be approved by the requisite number of Owners and Eligible Mortgagees as prescribed in Section 15.1.c.

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18.3 AMENDMENT OF ANNEXATION OR WITHDRAWAL. In addition to complying with the general amendment provisions of Section 18.5., an amendment to add real property to or remove real property from the Land and the jurisdiction of this Declaration shall (i) be approved by Owners and Eligible Mortgagees as required by Section 18.1; (ii) be signed by the grantor of the property being annexed or the grantee of the property being withdrawn, as the case may be, and by a majority of the Board of the Association who shall additionally acknowledge and certify the result of the vote taken thereon; (iii) amend Exhibit "A" hereto; and (iv) be duly recorded in the Deed Records of Dallas County, Texas, together with conveyancing instrument.

18.4 OTHER AMENDMENTS TO DECLARATION. Unless otherwise provided in this Article or elsewhere in this Declaration, amendments to this Declaration must be approved by at least a majority of the Eligible Votes in the Association, except that, where any amendment to this Declaration seeks to alter the percentage of Eligible Votes required to take a prescribed action or administer specific affairs of the Association or the Property, the approval of such amendment will itself require the same percentage of Eligible Votes as required in the portion of the Document being changed.

18.5 GENERAL AMENDMENT PROVISIONS. This Declaration may be amended with consent required in the preceding Sections or elsewhere in this Declaration, provided that:

a. The Association shall provide every Owner with a detailed description, if not exact wording, of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting;

b. For amendments requiring the consent of Eligible Mortgagees, the Association shall send each such Mortgagee a detailed description, if not exact wording, of any proposed amendment. The Association shall also send each such Mortgagee notice of any annual or special meeting of the Association if such proposed amendment, requiring the Mortgagee's consent, is to be considered at said meeting;

c. An amendment shall be adopted by the vote, in person or by proxy, or written consent of Owners representing the required number of the Eligible Votes or Lots, as the case may be. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years;

d. For amendments requiring the consent of Eligible Mortgagees, the amendment instrument to be recorded shall include a certification, signed by two (2) officers of the Association, that the requisite approval of such Mortgagees has been obtained;

e. To be effective, each amendment must be in the form of a written instrument (i) referencing the name of the Property and the Association, and the recording date, volume, and page number of this Declaration and any amendments hereto; (ii) signed by at least two (2) officers of the Association acknowledging the requisite approval of Owners and, if required, Mortgagees; and (iii) duly recorded in the Deed Records of Dallas County, Texas.

ARTICLE XIX INDEMNIFICATION

19.1 INDEMNIFICATION. The Association shall indemnify and forever hold harmless every Director, officer, and committee member of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any Director, officers, or committee member of the Association in connection with any action, suit, settlement of any suit or proceedings, or other proceeding to which he may be a party by reason of being or having been a Director, officer, or committee member of the Association. The Directors, officers, and committee members of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Association shall also indemnify and forever hold harmless each such Director and officer against any and all liability to others on account of any contract or other commitment made by them, in good faith on behalf of the Association, and such Directors and officers shall have no personal liability with respect to any such contract or commitment, except to the extent that such Director or officer may also be a Member of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any then or former Director, officer, or committee member may be entitled.

19.2 COST OF INDEMNIFICATION. The Association shall, as a Common Expense, maintain adequate public liability insurance and, if obtainable, officers' and directors' liability insurance to fund these obligations. All liability, loss, damage, cost, and expense incurred by the Association in connection with the foregoing indemnification provision shall be a Common Expense.

19.3 LIABILITY OF OWNERS. The liability of any Owner arising (i) out of any contract made by the Association; (ii) out of the indemnification of Directors, officers, and committee members of the Association; (iii) for damages as a result of injuries arising in connection with the Common Properties or Area of Association Responsibility; or (iv) for other liabilities incurred by the Association shall be limited to the same proportion in which he is liable for Annual Assessments. Nothing contained in this Article shall be deemed to relieve an Owner who is or has been a Director, officer, or committee member of the Association from his proportionate obligation for such Common Expenses.

ARTICLE XX
GENERAL PROVISIONS

20.1 ENFORCEMENT.

a. Compliance. The Owners hereby covenant and agree that the administration of the Association shall be in accordance with the provisions of the Documents and all applicable laws, regulations and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or the Property.

b. Nonwaiver. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision, or any other provision hereof.

c. Attorney's Fees. The Association will be entitled to reimbursement of and a defaulting Owner will be liable for the costs of enforcement of the Documents, including attorney's fees incurred in connection therewith.

d. Legal Proceedings. Failure to comply with any of the terms of the Documents by an Owner, his guests, employees, agents, invitees or tenants shall be grounds for relief against such Owner and, where appropriate, his tenants, agents and employees, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof as set forth in the Documents.

e. Judicial Award. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as, where appropriate, the amount of any delinquent payment, interest

thereon, costs of collection and court costs. Each remedy provided for in the Documents shall be cumulative and not exclusive or exhaustive.

20.2 THE ASSOCIATION. The Association shall be administered and governed in accordance with the terms of this Declaration and the Bylaws. The Association shall be managed by a Board duly appointed or elected pursuant to the provisions of the Bylaws.

20.3 NOTICE. All demands or other notices required to be sent to any Owner, Mortgagee, or Eligible Mortgagee by the terms of this Declaration may be sent by regular, first-class mail, postage prepaid, to the last known address of such party as it appears on the records of the Association at the time of such mailing. At its sole discretion where it deems the circumstances to so warrant, the Board may employ alternative methods for the sending of demands or notices in specific instances. If any Owner shall fail to give an address to the Association for mailing of notices, all such notices shall be sent to such Owner's Home, and such Owner shall be deemed to have been given notice irrespective of actual receipt of same.

20.4 CONFLICT BETWEEN DECLARATION AND BYLAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provisions of the Bylaws, the provisions or application of this Declaration shall prevail.

20.5 SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

20.6 CAPTIONS. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

20.7 DURATION. Unless terminated pursuant to Article XV, this Declaration shall run with and bind the Land and shall remain in effect perpetually to the extent permitted by law. If any provision of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision

shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth, Queen of England.

IN WITNESS WHEREOF, the undersigned, being _____ has hereto set its hand and seal this ____ day of _____, A.D., 1990.

ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC.

By: _____

Title: _____

ATTEST:

By: _____

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this ____ day of _____, 1990, by _____ of Addison Place Homeowners' Association, Inc., on behalf of said association.

Notary Public in and for
the State of Texas

My Commission Expires: _____

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shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth, Queen of England.

IN WITNESS WHEREOF, the undersigned, being has hereto set its hand and seal this 4th day of June, A.D., 1990.

ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC.

By: Jean Zimmerman
Title: President

ATTEST:

By: Deana K. Russell

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 4th day of June, 1990, by Jean Zimmerman of Addison Place Homeowners' Association, Inc., on behalf of said association.

[Signature]
Notary Public in and for
the State of Texas

My Commission Expires: 7-17-91



President's Certification

My name is JEAN ZIMMERMAN and on May 9, 1990, I was the duly elected and qualified President of Addison Place Homeowners' Association, Inc., a Texas non-profit corporation. I hereby certify as follows:

1. On May 9, 1990, after giving all notices required by the laws of the State of Texas, the then-existing Covenants, Conditions & Restrictions of Addison Place (the "Old CCR's") and the Bylaw of Addison Place Homeowners' Association (the "Bylaws"), a vote of the membership was held (the "Election") for the purpose of adopting or rejecting the Revised Covenants, Conditions and Restrictions of Addison Place (the "Revised CCR's") set forth herein.
2. On May 9, 1990, there were one hundred seventeen (117) members of Addison Place Homeowners' Association, Inc. eligible to vote in any election held on that date by Addison Place Homeowners' Association, Inc.
3. Article 7.2 of the Old CCR's required that the motion to adopt the proposed New CCR's receive the affirmative vote of sixty percent (60%) of the eligible members.
4. Based on the one-hundred seventeen (117) members, the affirmative vote of seventy (70) such members was required to carry the motion and adopt the New CCR's.
5. On May 9, 1990, a total of ninety-four (94) members voted in the Election, either in person or by their duly designated proxy.
6. The motion to adopt the Revised Covenants, Conditions and Restriction of Addison Place (the "Motion") was duly made and seconded and the question was called.
7. The Motion carried by a vote of ninety-two (92) eligible members in favor of the Motion and two (2) eligible members not voting. Of the votes in favor of the Motion, fifty-six (56) of which were cast by the holders of duly designated proxy statements and thirty-six (36) of which were cast in person by eligible members.
8. The number of affirmative votes on the Motion was more than sixty percent (60%) of the number of eligible members on the date of the voting.
9. Accordingly, the Motion was duly adopted in the manner required by Article 7.2 of the Old CCR's.

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Executed this 11th ^{October} day of ~~September~~, 1995, to certify which, witness my hand below.

Jean Zimmerman
JEAN ZIMMERMAN, President
as of May 9, 1990

Jurat

Sworn and subscribed to before me this 11th ^{October} day of ~~September~~, 1995.

Tracie Stubbs Garza
Notary Public, State of Texas

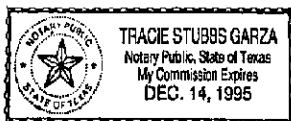
(Corporate Acknowledgment)

STATE of TEXAS §
COUNTY of Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared JEAN ZIMMERMAN, the President of ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11th day of October, 1995.

Tracie Stubbs Garza
Notary Public in and for the
State of Texas



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EXECUTED on this 11th day of ^{October}~~September~~, 1995, but effective as of May 9,
1990.

Nancy Y. Donnelly of 17079 Windward;
Vicki L. Pinch of 17085 Windward;
Steve Gottsacker of 17030 Westgrove;
Leslie Porter of 17013 Upper Bay;
Larry J. Harcourt of 17090 Upper Bay;
Randy Everett of 17006 Planters Row;
Mary Spilman of 17007 Planters Row;
Olivia B. Hugg of 17043 Knots Landing;
Kathleen M. Santo of 17107 Vinland ;
Evelyn Muller-Linday of
17025 Knots Landing;
Gary Gray of 17119 Windward;
Joseph A. Halizak of 17024 Westgrove,
17084 Westgrove and 17118 Vinland;
Leslyee D. Sullivan of 17118 Westgrove;
Steven N. Nepomnick of 17018 Westgrove;
Christine M. Roche of 17036 Westgrove;
Enrique Lara of 17042 Westgrove;
James A. Larsh of 17054 Westgrove;
W. J. Pickhaver, Jr. of 17119 Vinland;
Robert Merrill of 17079 Vinland;
Patricia A. Gaillunas of 17006 Vinland;
Nelia Lynn of 17084 Vinland;
Charlotte Hudson of 17106 Vinland;
Glenda Graham of 17112 Vinland;
Patricia Herbert of 17072 Vinland;
Lance Leslie of 17037 Upper Bay;
John S. Camille of 17006 Upper Bay;
Betty Gambill of 17019 Upper Bay;
R. C. Warren of 17101 Upper Bay;
Cynthia Norwood of
17013 Planters Row;
Robert Spillar of 17025 Planters Row;
Maria Del Carmen Anderson of
17078 Planters Row;
Leanne Myers of 17090 Planters Row;
Bonnie Tyler of 17106 Planters Row;
Lisa Degenhardt of 17054 Knots Landing;
C. L. Cummings of 17007 Knots Landing;
Mary Jo Crow of 17036 Knots Landing;

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Ronald W. Litteken of 17048 Knots Landing;
James E. Callan, III of 17091 Knots Landing;
H. S. Van Loon of 17101 Knots Landing;
Leslie Porter of 17013 Upper Bay

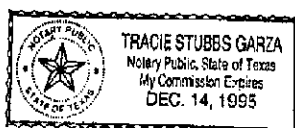
By: Jean Zimmerman
Jean Zimmerman, Proxy Holder

(Proxy Acknowledgment)

STATE of TEXAS §
§
COUNTY of Texas §

BEFORE ME, the undersigned authority, on this day personally appeared Jean Zimmerman, the holder of duly authorized proxy for and on behalf of NANCY Y. DONNELLY, VICKI L. PINCH, STEVE GOTTSACKER, LESLIE PORTER, LARRY J. HARCOURT, RANDY EVERETT, MARY SPILMAN, OLIVIA B. HUGG, KATHLEEN M. SANTO, EVELYN MULLER-LINDAY, GARY GRAY, JOSEPH A. HALIZAK, LESYLEE D. SULLIVAN, STEVEN N. NEPOMNICK, CHRISTINE M. ROCHE, ENRIQUE LARA, JAMES A. LARSH, W. J. PICKHAVER, JR., ROBERT MERRILL, PATRICIA A. GAILUNAS, NELIA LYNN, CHARLOTTE HUDSON, GLENDA GRAHAM, PATRICIA HERBERT, LANCE LESLIE, JOHN S. CAMILLE, BETTY GAMBILL, R. C. WARREN, CYNTHIA NORWOOD, ROBERT SPILLAR, MARIA DEL CARMEN ANDERSON, LEANNE MYERS, BONNIE TYLER, LISA DEGENHARDT, C. L. CUMMINGS, MARY JO CROW, RONALD W. LITTEKEN, JAMES E. CALLAN, III, H. S. VAN LOON, and LESLIE PORTION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and on behalf of said proxies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11th day of October, 1995.



Tracie Stubbs Garza
Notary Public in and for the
State of Texas
My Commission Expires:

12-14-1995

C:\CLIENTS\12000001

97081 00181

EXECUTED on this 29th day of ~~September~~ ^{January}, 1998, but effective as of May 9, 1990.

Evelyn Patton of 17079 Upper Bay;
Donald W. Avera of 17049 Planters Row;
Tim & Cecilia Norwood of
17049 Knots Landing;
Thomas L. Carlson of 17073 Knots Landing

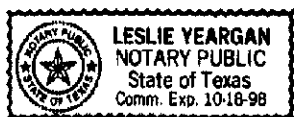
By: [Signature]
Lynn Spruill, Proxy Holder

(Proxy Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Spruill, the holder of duly authorized proxy for and on behalf of EVELYN PATTON, DONALD W. AVERA, TIM AND CECILLIA NORWOOD and THOMAS L. CARLSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and on behalf of said proxies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29th day of January, 19 96.



[Signature]
Notary Public in and for the
State of Texas
My Commission Expires:
10/15/98

EXECUTED on this 17th day of September, 1995, but effective as of May 9, 1990.

Shirlianne Ashley of 17112 Knots Landing

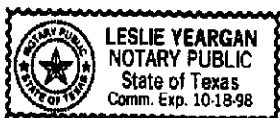
By: Bob Treat
Bob Treat, Proxy Holder

(Proxy Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Bob Treat, the holder of duly authorized proxy for and on behalf of SHIRLIANNE ASHLEY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and on behalf of said proxies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 6th day of ~~September~~ ^{November}, 1996, but effective as of May 9, 1990.

X Robyne D. Mathes
Robyne MATHES
[Printed Name]
17000 Upper Bay
(Street Address)

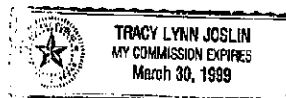
(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Robyne Mathes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 16 day of Nov, 19 96.

Tracy Joslin
Notary Public in and for the
State of Texas
My Commission Expires:
3/30/99



CAClients\12000009

97081 00184

This signature confirms my vote made on 5/9/90.

EXECUTED on this 6th day of November, 1995, but effective as of May 9, 1990.

Brett Friedman
Brett Friedman
[Printed Name]
17084 Upper Bay Rd.
(Street Address)

(Individual Acknowledgment)

STATE OF TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Brett Friedman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 6th day of November, 1996.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 6th day of ~~September~~ ^{November}, 1990, but effective as of May 9, 1990.

* THIS SIGNATURE CONFIRMS
THE VOTE I EXERCISED
ON 5/9/90.

[Signature]
Rick Zappolo
[Printed Name]

17073 Planters Row Addison, TX 75001
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Rick Zappolo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 6th day of November 19 90.



[Signature]
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this ____ day of September, 1995, but effective as of May 9, 1990.

David T. J.
[Printed Name]
17006 West Grove
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS
COUNTY of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared David T. J., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4 day of Nov, 19 96

Tracy L. Joslin
Notary Public in and for the
State of Texas
My Commission Expires:
3/30/99



CACLIENTS12001009

97081 00187

EXECUTED on this 5th ^{November} ~~October~~, 1996, day of September, 1995, but effective as of May 9, 1990.

Michael Cunningham
[Printed Name]
17030 Knots Landing
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL CUNNINGHAM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 5th day of November, 1996.



Lynn M. Harris
Notary Public in and for the
State of Texas
My Commission Expires:
4-26-99

EXECUTED on this 29th day of January, 1996, but effective as of May 9, 1990.

Sheila Sample
SHEILA SAMPLE
[Printed Name]
17013 Kato Landing
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Sheila Sample, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29th day of January, 1996.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 29th day of January, 1998, but effective as of May 9, 1990.

D. Lynn Spruill
[Printed Name]
17019 KNOTS LANDING
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared D. Lynn Spruill, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29th day of January 19 98.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/13/98

EXECUTED on this 19th day of September, 1995, but effective as of May 9, 1990.

Diane L. Matthews
DIANE L. MATTHEWS
[Printed Name]

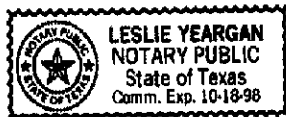
17031 KNOTS LANDING
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Diane Matthews, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 19th day of September, 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 17 day of September, 1995, but effective as of May 9, 1990.

Susan M. McLain
SUSAN BRUCE McLAIN

[Printed Name]

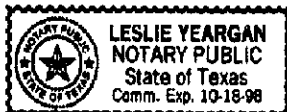
17042 KNOTS LANDING
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Susan McLain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, 19 95.



Leslie Yeagan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 29th day of ^{March} ~~September~~, 1998, but effective as of May 9, 1990.

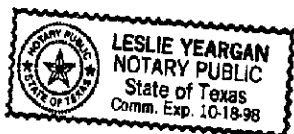
Deborah Stroope
Deborah Stroope
[Printed Name]
17072 Knots Landing
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Deborah Stroope, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29th day of March, 1998.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 17 day of September, 1995, but effective as of May 9, 1990.

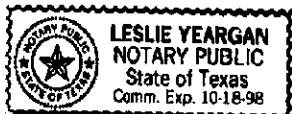
Paul Brevig
[Printed Name]
17107 Knott Ridge
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

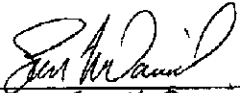
BEFORE ME, the undersigned authority, on this day personally appeared Paul Brevig, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 17 day of September, 1995, but effective as of May 9, 1990.



Sam McDaniel
[Printed Name]
17012 Planters Row

(Street Address)

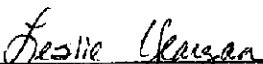
(Individual Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Sam McDaniel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, 19 95.





Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

On May 9, 1990, I voted "for" the inclusion
of Section 9.00 & 9.01. My signature below
reflects this and nothing more.

EXECUTED on this 17th day of ^{May} ~~September~~, 199⁰, but effective as of May 9,
1990.

Ronald Hope Ernest
RONALD HOPE ERNEST
[Printed Name]

17054 PLANTERS ROW
(Street Address)
ADDISON, TEXAS

(Individual Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared
Ronald Ernest, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of
May, 1990.



Leslie Yeagan

Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 3 day of ~~September~~ ^{January}, 1996, but effective as of May 9, 1990.

Diana Mason
Diana Mason
[Printed Name]

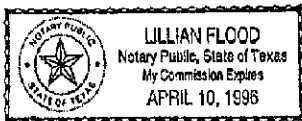
6431 Amber Oak
(Street Address)
SA, TX 78249
PR 085 - Addison Place

(Individual Acknowledgment)

STATE of TEXAS §
§
COUNTY of TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared DIANA MASON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of January, 1996.



Lillian Flood
Notary Public in and for the
State of Texas
My Commission Expires:
4-10-96

EXECUTED on this 17th day of September, 1995, but effective as of May 9, 1990.

Robert M. Treat
ROBERT M TREAT
[Printed Name]

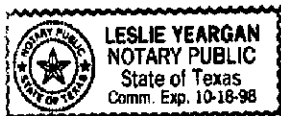
17101 PLANTERS ROW
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
 §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Treat, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 27 day of ^{January}~~September~~, 1998, but effective as of May 9, 1990.

Susan Tunnell
[Printed Name]
17112 Planters Row
(Street Address)

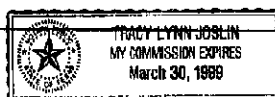
(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Susan Tunnell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 27 day of January, 19 98.

Tracy Lynn Joslin
Notary Public in and for the
State of Texas
My Commission Expires:



C:\CLIENTS\1200\009

97081 00199

EXECUTED on this 17 day of September, 1995, but effective as of May 9, 1990.

Elinora Oliver
ELINORA OLIVER
[Printed Name]

17025 Upper Bay Rd
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Elinora Oliver, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

I voted for the revised by-laws - & C and R's
on May 9, 1990. My signature below reflects
This.

EXECUTED on this 28 day of ^{March} ~~September~~, 1990, but effective as of May 9,
1990.

STANLEY G. GRODIN
Stanley G. Grodin
[Printed Name]

17031 Upton Bay
(Street Address)

(Individual Acknowledgment)
New Hampshire
STATE of TEXAS §
COUNTY of Hillsboro §

BEFORE ME, the undersigned authority, on this day personally appeared
Stanley G. Grodin, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28 day of
March 19 90

Bonita J. Miller
Notary Public in and for the
State of Texas
My Commission Expires
JANUARY 15, 1997
JANUARY 15, 1997

EXECUTED on this 29 day of ~~September~~ ^{JANUARY}, 1996, but effective as of May 9, 1990.

Lance Leslie
LANCE LESLIE
[Printed Name]

17037 Upper Bay
(Street Address)
Mailing: 4310 Brook Tree
DALLAS, TX 75287

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Lance Leslie, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29 day of January, 19 96.

Spencer Robertson
Notary Public in and for the
State of Texas
My Commission Expires 5-28-97

EXECUTED on this 17th day of September, 1995, but effective as of May 9, 1990.

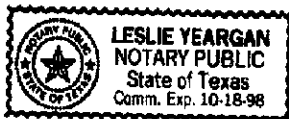
RAUL RAMOS
Raul Ramos
[Printed Name]
17085 Upper Bay Rd.
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
§
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Raul Ramos, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 17 day of September, 1995, but effective as of May 9, 1990.

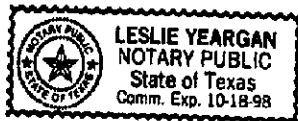
Michael B. Bean
Michael B. Bean
[Printed Name]
17100 Upper Pkwy
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Bean, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

C:\CLIENTS\1200\009

97081 00204

EXECUTED on this 8th day of March, 1996, but
effective as of May 9, 1990.

Gary J. McIntyre
Gary J. McIntyre
17118 Upper Bay Rd.

(Individual Acknowledgment)

STATE of GEORGIA

COUNTY of CHEROKEE

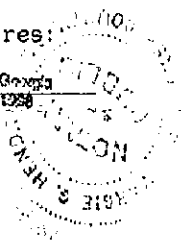
BEFORE ME, the undersigned authority, on this
day personally appeared Gary J. McIntyre, known to me to be
the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This
8th day of March, 1996.

Margie C. Hendrix
Notary Public in and
for the State of Georgia

My Commission Expires:

Notary Public, Cherokee County, Georgia
My Commission Expires April 13, 1998



97081 00205

EXECUTED on this 14th day of ^{December} September, 1995, but effective as of May 9, 1990.

James O. Sammons
[Printed Name]
17085 VINLAND, ADDISON
(Street Address)

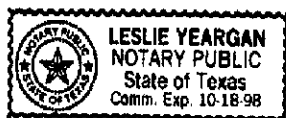
(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared James O. Sammons, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day of December, 19 95.

Leslie Yeagan
Notary Public in and for the
State of Texas
My Commission Expires:
10/13/98



CXCLIENTS\1200\009

97081 00206

EXECUTED on this 11th day of ~~September~~ ^{December}, 1995, but effective as of May 9, 1990.

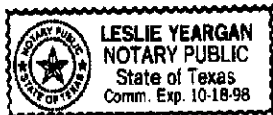
Stephen P. Taylor
STEPHEN P. TAYLOR
[Printed Name]
17113 Vinland Dr.
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Taylor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11th day of December, 19 95.



Leslie Yeargan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXECUTED on this 20th day of November, 1996, but effective as of May 9, 1990.

Jean Starks Zimmerman

JEAN STARKS ZIMMERMAN
(Printed Name)

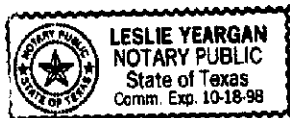
17001 Planters Row Dallas TX
(Street Address)

(Individual Acknowledgment)

STATE of TEXAS §
COUNTY of Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Jean Zimmerman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 20th day of November, 19 96.



Leslie Yeagan
Notary Public in and for the
State of Texas
My Commission Expires:
10/18/98

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF DALLAS

DESCRIPTION OF A TRACT OF LAND SITUATED IN THE LEVI NOBLE
SURVEY, ABSTRACT NO. 1098, CITY OF ADDISON, DALLAS COUNTY,
TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the southwest corner of said tract, said point
being the northeast corner of the intersection of Voss Road (a
60' R-O-W) and Sojourn Drive (a 60' R-O-W), an iron stake set
for corner;

THENCE N 0°16'E with the east line of Voss Road, 646.55' to
the northwest corner of the aforementioned tract, an iron stake
set for corner;

THENCE S 89°44'E with the north line of said tract, 1010.28'
to the northeast corner of said tract, an iron stake set for corner;

THENCE S 0°14'W with the east line of said tract, 646.55'
to the southeast corner of said tract, said point being in the
north line of the aforementioned Sojourn Drive, an iron stake set
for corner;

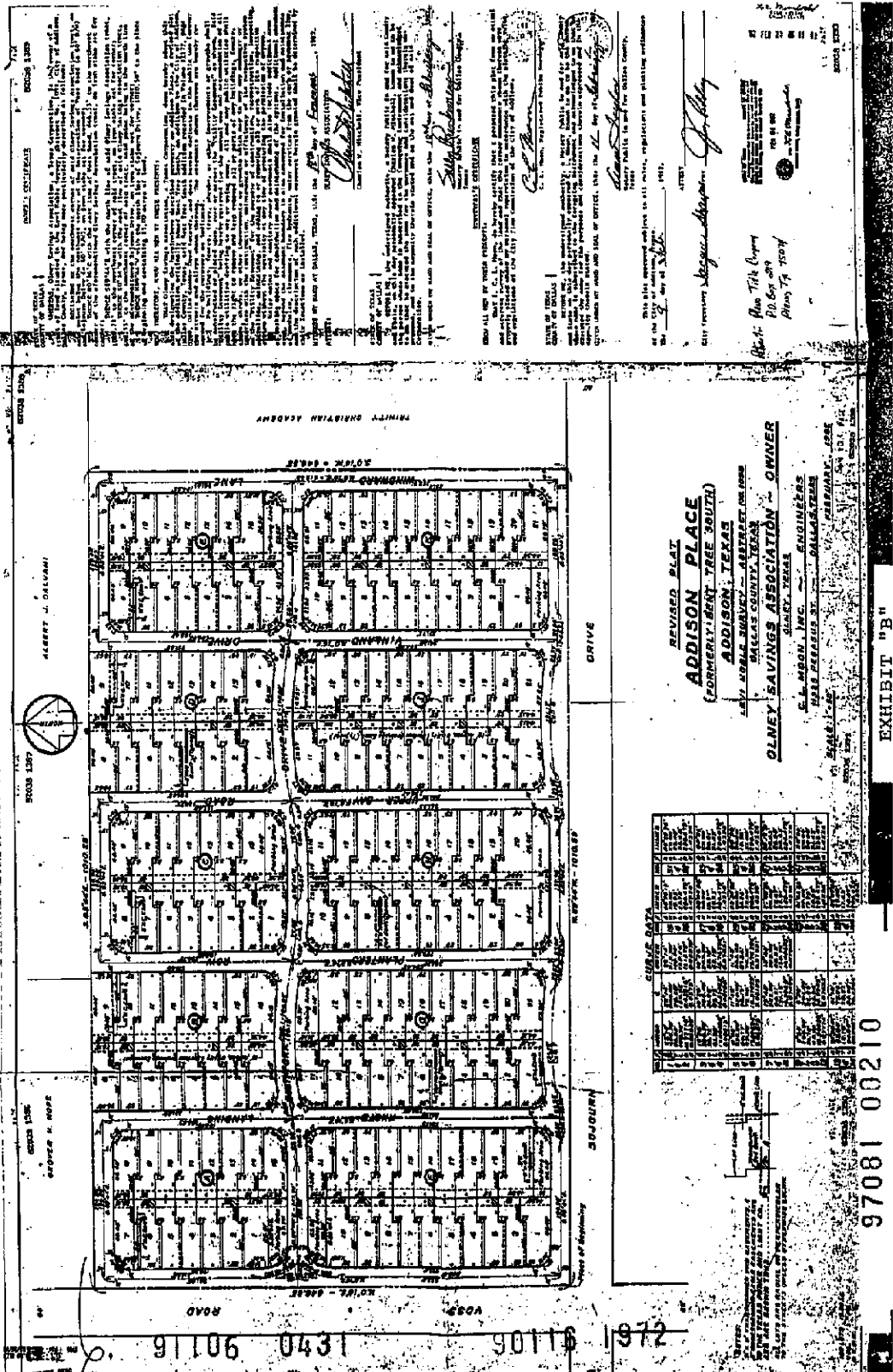
THENCE N 89°44'W with the north line of Sojourn Drive,
1010.59' to the place of beginning and containing 15.00 acres of
land.

5:14

97081 00209

91106 0430

90116 1971



RECEIVED DATA

LOT	ACRES	OWNER	DATE
1	0.10	ADDISON PLACE	1972
2	0.10	ADDISON PLACE	1972
3	0.10	ADDISON PLACE	1972
4	0.10	ADDISON PLACE	1972
5	0.10	ADDISON PLACE	1972
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99	0.10	ADDISON PLACE	1972
100	0.10	ADDISON PLACE	1972

97081 00210

EXHIBIT "B"

FILED
Earl Bullock
COUNTY CLERK
DALLAS COUNTY
90 JUN 14 PM 3:09

FILED
Earl Bullock
COUNTY CLERK
DALLAS COUNTY
90 MAY 31 AM 10:09

COUNTY CLERK, Dallas County, Texas
Earl Bullock
MAY 31 1991
Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

COUNTY CLERK, Dallas County, Texas
Earl Bullock

APR 25 1997
Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
COUNTY OF DALLAS
STATE OF TEXAS
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

JUN 14 1990



Earl Bullock
COUNTY CLERK, Dallas County, Texas

ADDISON PLACE HOA
PO BOX 701166
DALLAS TX 75370-1165

RETURN TO:

97081 0021

FILED FOR RECORD
day of APRIL 24
at 3:03 o'clock PM 1997
Earl Bullock, County Clerk
Dallas County, Texas
Deputy

91106 0432 90116 1973

21200 18026

FILED